



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
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Agenda Report

20-854

Agenda Date: 10/13/2020

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

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

DISCUSSION

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

System Expansion Plan

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

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

General Consulting Services

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

Plan Implementation Services

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

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

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

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

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

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

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

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

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

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed \$850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed \$2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed \$3,000,000 per agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

EBIX Insurance No. S200004640

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.**

PREAMBLE

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

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

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

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services in accordance with the Standard of Care, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the specifications, requirements, and instructions upon which this Agreement is based and consistent with the professional standards of a specialist in the same discipline in the State of

California ("Standard of Care"). Such Standard of Care is not a warranty or guarantee. Contractor agrees to promptly replace or correct any Services that fail to meet the Standard of Care.

6. COMPENSATION AND PAYMENT

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

7. TERMINATION

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any

expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, and employees, and agents("Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all reasonable costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, arising out of third party bodily injury, disease, death, or property damage (excluding damages for loss of use) arising out of the Services performed, but only to the extent such bodily injury, disease, death, or property damage is caused by the negligence, or intentional misconduct of the Contractor, its employees, subcontractors, or agents in the performance of Services under this Agreement.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

TRC Solutions, Inc.
17911 Von Karman Ave., Suite 400
Irvine, CA 92614
and by e-mail at CBisard@trccompanies.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

26. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, Contractor and City waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement,

regardless of whether such damages were foreseeable and whether or not the culpable party was advised of the possibility of such damages. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Services), loss of financing, loss of business, and loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's breach or termination of the Agreement.

CONTINUED ON PAGE 8

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

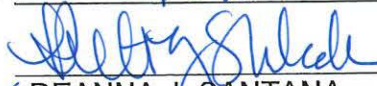
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Digitally signed by Caio
Arellano
Date: 2021.06.11
14:13:41 -07'00'


BRIAN DOYLE
City Attorney

Dated: 6/16/2021


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

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 5/21/2021

By (Signature):

DocuSigned by:



Name: EDWARD MYSKA

Title: President, Power Sector

Principal Place of Business Address: 17911 Von Karman Ave., Suite 400

Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT A - SCOPE OF SERVICES**

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

- 1.0 Act as project manager for the following activities:
 - 1.1 Project permitting including support of CEQA determinations
 - 1.2 Land acquisition
 - 1.3 Project design and preparation of Plans, Specifications and Engineer's Estimate
 - 1.4 Bid support
 - 1.5 Construction support
 - 1.6 Record drawings and Project Closeout
- 2.0 System planning for electric utility distribution and transmission systems
- 3.0 Distribution and transmission line conceptual design, feasibility, and permitting.
- 4.0 Substation conceptual and/or detail design, feasibility, and permitting.
- 5.0 Support with substation communications, protection and control systems.
- 6.0 Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- 7.0 Conduct load flow, short circuit studies and arc flash studies as needed.
- 8.0 Conduct Distributed Energy Resource interconnection studies as needed.
- 9.0 Assess existing design standards and recommend revisions or new standards.
- 10.0 Assess existing maintenance practices or standards and recommend revisions or create new standards.
- 11.0 Provide drafting support as needed.
- 12.0 Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

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

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

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

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT B - SCHEDULE OF FEES**

1. This is a time and materials contract with a total not-to-exceed amount of \$3,000,000.
2. Contractor shall provide services at the labor rates outlined in Table B-1.

Table B-1

Job Category	Labor Classification	Rate
Power System Studies	Manager	\$210.00
	Principal Power System Engineer	\$195.00
	Senior Power System Engineer	\$175.00
	Power System Engineer	\$148.50
	Associate Power System Engineer	\$120.00
Engineering Substation Transmission	Manager	\$210.00
	Principal Engineer	\$181.50
	Senior Engineer	\$165.00
	Engineer	\$148.50
	Associate Engineer	\$118.00
	Lead Designer	\$154.00
	Senior Designer	\$121.00
	Designer	\$109.00
	Drafter	\$88.00
Engineering Distribution	Principal Distribution Engineer	\$160.20
	Senior Distribution Engineer (Level IV)	\$140.00
	Senior Distribution Engineer (Level III)	\$130.38
	Distribution Engineer (Level II)	\$118.00
	Associate Distribution Engineer (Level I)	\$109.00
	Lead Designer	\$115.00
	Senior Designer	\$109.00
	Designer	\$104.00
	Drafter/GIS Specialist	\$88.00
Project Management	Senior Project Manager	\$181.50
	Project Manager	\$165.00
	Project Coordinator	\$115.00
	Project Controls Scheduler	\$150.00

3. Rate Adjustments. Rates outlined in Table B-1 of Section 2 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2022 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

4. Reimbursable Expenses

- 4.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost.
- 4.2. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.
 - 4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
 - 4.2.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.
 - 4.2.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.
- 4.3. Subcontracts: A fee of 10% will be added to the invoice cost of subcontracts managed by TRC.
- 4.4. An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP.

5. Invoicing and Payments:

Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice including receipt and verification of certified payroll where required using LCP tracker or such other system as defined by the City.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT C - INSURANCE REQUIREMENTS**

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

- B. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
- C. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
- a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

- B. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
- C. Cancellation.
- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
- D. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

- A. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.

City of Santa Clara Electric Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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

EXHIBIT D LABOR COMPLIANCE ADDENDUM

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

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

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

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

C. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for

audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

D. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.**

PREAMBLE

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

RECITALS

- A. The Parties previously entered into an agreement entitled Agreement for Design Professional Services between City of Santa Clara, California and TRC Solutions, Inc., dated June 16, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP), and the Parties now wish to amend the Agreement to increase maximum compensation due to additional service needs and extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 31, 2026."

- 2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

"In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is seven million dollars (\$7,000,000), subject to budget appropriations, which includes all

payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

3. Exhibit A – Scope of Services shall be deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 1, 2022, which is hereby incorporated into the Agreement.
4. Exhibit B – Schedule of Fees shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended November 1, 2022, which is hereby incorporated into the Agreement.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

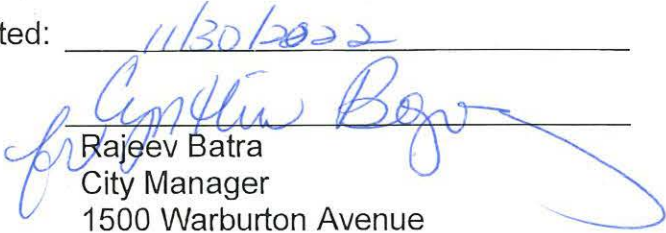
Approved as to Form:

Daniel Ballin

Digitally signed by Daniel Ballin
Date: 2022.11.23 11:41:22
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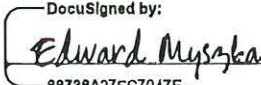
Office of the City Attorney
City of Santa Clara

Dated: 11/30/2022


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

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 11/30/2022
By (Signature): 
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Von Kaman Ave, Suite 400
Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814
"CONTRACTOR"

**AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED NOVEMBER 1, 2022**

1. The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation / project management services include but are not limited to:
 - 1.1. Act as project manager for the activities such as, but not limited to:
 - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations
 - 1.1.2. Land acquisition
 - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate
 - 1.1.4. Bid support
 - 1.1.5. Construction support
 - 1.1.6. Record drawings and project closeout
 - 1.2. Perform system planning for electric utility distribution and transmission systems
 - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
 - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
 - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
 - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
 - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
 - 1.8. Assess existing design standards and recommend revisions or new standards.
 - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.
 - 1.10. Provide drafting support as needed.

- 1.11. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP.
- 1.12. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature.

2. Work Request and Authorization of Work

- 2.1. Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment.
- 2.2. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.
- 2.3. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the Purchase Order for that scope of work without a changed purchase order or, in the event the maximum compensation specified in Section 6 of the agreement may be exceeded, Contractor shall not perform work without an executed amendment to this Agreement.

3. e-BUILDER

- 3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.
- 3.2. The City will establish Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.
- 3.3. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.
- 3.4. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no

- circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.
- 3.5. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.
 - 3.6. The Contractor is responsible for managing, tracking, and documenting work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
 - 3.7. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.
 - 3.8. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:
 - 3.8.1. Correspondence;
 - 3.8.2. Meeting Minutes;
 - 3.8.3. Submittals and Shop Drawings;
 - 3.8.4. Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);
 - 3.8.5. Requests for Information (RFI's);
 - 3.8.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;
 - 3.8.7. Pay Applications;
 - 3.8.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;
 - 3.8.9. Pre-Task Plans (PTPs);

- 3.8.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;
- 3.8.11. Quality Control (QC) Documentation
- 3.8.12. All official reports, such as Commissioning reports;
 - 3.8.12.1. Notices and Claims;
 - 3.8.12.2. Operations and Maintenance Manuals;
 - 3.8.12.3. All Close-out documents; and
 - 3.8.12.4. All testing results.
- 3.8.13. Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e- mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.

**AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED NOVEMBER 1, 2022**

1. This is a time and materials contract with a total not-to-exceed amount specified in Section 6 of the Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.
2. Rates
 - 2.1. Services shall be provided according to the rates in Table B-1 – HOURLY RATES.
 - 2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.
 - 2.3. Rate Adjustments. Rates outlined in Table B-1 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2024 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).
3. Reimbursable Expenses
 - 3.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, subcontractor materials and equipment, will be invoiced at cost. Subcontractor services will be invoiced at cost plus 10%.
 - 3.2. Expenses shall be reimbursable only to the extent that CONTRACTOR submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
 - 3.3. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.
 - 3.3.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) <https://www.gsa.gov/travel-resources>
 - 3.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.
 - 3.3.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided

for any expenses. Airfare and rental car, if required, shall be at economy class.

- 3.4. Contractor shall include an estimate for any anticipated reimbursable expenses in Contractor's response to any CFP or other proposal to perform additional work.
- 3.5. Contractor shall provide supporting documentation such as invoices or receipts for all reimbursable expenses.

4. Invoicing and Payments:

- 4.1. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.
- 4.2. All monthly invoices shall include
 - 4.2.1. PO number,
 - 4.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a format that will permit City to verify rates are the same as those authorized in the Agreement.
 - 4.2.3. Amount paid to date and amount remaining in the Agreement and Purchase Order.
- 4.3. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.
- 4.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all Certified Payroll (where required), City shall process the invoice for payment within 30 days.

TABLE B-1 - HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective December 1, 2020 through December 31, 2022	Hourly Rates Effective January 1, 2023
Power System Studies	Manager	\$ 210.00	\$ 221.55
	Principal Power System Engineer	\$ 195.00	\$ 205.73
	Senior Power System Engineer	\$ 175.00	\$ 184.63
	Power System Engineer	\$ 148.50	\$ 156.67
	Associate Power System Engineer	\$ 120.00	\$ 126.60
Engineering Substation & Transmission	Manager	\$ 210.00	\$ 221.55
	Principal Engineer	\$ 181.50	\$ 191.48
	Senior Engineer	\$ 165.00	\$ 174.08
	Engineer	\$ 148.50	\$ 156.67
	Associate Engineer	\$ 118.00	\$ 124.49
	Lead Designer	\$ 154.00	\$ 162.47
	Senior Designer	\$ 121.00	\$ 127.66
	Designer	\$ 109.00	\$ 115.00
Engineering Distribution	Drafter	\$ 88.00	\$ 92.84
	Principal Distribution Engineer	\$ 160.20	\$ 169.01
	Senior Distribution Engineer (Level IV)	\$ 140.00	\$ 147.70
	Senior Distribution Engineer (Level III)	\$ 130.38	\$ 137.55
	Distribution Engineer (Level II)	\$ 118.00	\$ 124.49
	Associate Distribution Engineer (Level I)	\$ 109.00	\$ 115.00
	Lead Designer	\$ 115.00	\$ 121.33
	Senior Designer	\$ 109.00	\$ 115.00
	Designer	\$ 104.00	\$ 109.72
Project Management	Drafter/GIS Specialist	\$ 88.00	\$ 92.84
	Senior Project Manager	\$ 181.50	\$ 191.48
	Project Manager	\$ 165.00	\$ 174.08
	Project Coordinator	\$ 115.00	\$ 121.33
	Project Controls Scheduler	\$ 150.00	\$ 158.25



City of Santa Clara

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

Agenda Report

23-737

Agenda Date: 7/18/2023

REPORT TO COUNCIL

SUBJECT

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

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

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

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

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

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

When the agreements were approved on October 13, 2020, the total maximum compensation for the

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

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

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

DISCUSSION

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

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

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

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

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

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

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

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

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Jövan D. Grogan, City Manager

**AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.**

PREAMBLE

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

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc., dated June 16, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation and project management services as requested to the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and
- C. The Agreement was previously amended by Amendment No. 1, dated November 30, 2022, to increase the maximum compensation due to additional services needs and extend the term. The Parties now wish to amend the Agreement to update the scope of work and update hourly rates and increase the maximum compensation; and
- D. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended."

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

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

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

“In consideration for Contractor’s complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled “SCHEDULE OF FEES AND PAYMENT PROVISIONS.” The maximum compensation of this Agreement is nine million dollars (\$9,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor’s expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances.”

3. Exhibit A – SCOPE OF SERVICES AMENDED NOVEMBER 1, 2022 is hereby deleted in its entirety and replaced with the attached SCOPE OF SERVICES AMENDED JANUARY 15, 2024, which is hereby incorporated into the Agreement.
4. Exhibit B SCHEDULE OF FEES AND PAYMENT PROVISIONS AMENDED NOVEMBER 1, 2022 is deleted in its entirety and replaced with the attached Exhibit B SCHEDULE OF FEES AND PAYMENT PROVISIONS AMENDED JANUARY 15, 2024, which is hereby incorporated into the Agreement.
5. Exhibit E – Sample Work Authorization is hereby attached and incorporated into the agreement.
6. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

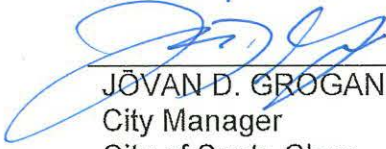
Dated:

2/13/24

Daniel Ballin

Daniel Ballin (Feb 8, 2024 17:44 PST)

GLEN R. GOOGINS
City Attorney


JOVAN D. GROGAN

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

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 2/5/2024

By (Signature):

DocuSigned by:

Edward Myszka

Name:

Edward Myszka

Title:

President, Power Sector

Principal Place of Business Address: 17911 Von Kaman Ave., Suite 400
Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

**AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED JANUARY 15, 2024**

1. The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation / project management services include but are not limited to:
 - 1.1. Act as project manager for the activities such as, but not limited to:
 - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations
 - 1.1.2. Land acquisition
 - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate
 - 1.1.4. Bid support
 - 1.1.5. Construction support
 - 1.1.6. Record drawings and project closeout
 - 1.2. Perform system planning for electric utility distribution and transmission systems
 - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
 - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
 - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
 - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
 - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
 - 1.8. Assess existing design standards and recommend revisions or new standards.
 - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.

- 1.10. Provide drafting support as needed.
- 1.11. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP.
- 1.12. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature.

2. WORK AUTHORIZATION PROCESS

- 2.1 Contractor acknowledges that Contractor is one of five (5) firms selected to perform General Consulting Services, pursuant to five (5) separate agreements (collectively, the "General Consulting Agreements"). Specific Services will be assigned as set forth below.
- 2.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and purchase order.
- 2.3 When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 2.
- 2.4 A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.
- 2.5 Work Request
 - 2.5.1 When general consulting services are required, SVP will notify one or more contractors under contract for general Consulting services to provide a proposal for Services.
 - 2.5.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).
- 2.6 Proposal
 - 2.6.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

- 2.6.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.
- 2.6.1.2 A work plan that includes a detailed description by task of the services to be performed.
- 2.6.1.3 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.
- 2.6.1.4 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.
- 2.6.1.5 Any required drawings or documents.
- 2.6.1.6 A list of City responsibilities.
- 2.6.1.7 An itemized cost proposal showing:
 - 2.6.1.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.
 - 2.6.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.
 - 2.6.1.7.3 Parts/materials
 - 2.6.1.7.4 Rental and/or specialty equipment
 - 2.6.1.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.
 - 2.6.1.7.6 Any additional costs including, but not limited to freight, permits, fees.
 - 2.6.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.
 - 2.6.1.7.8 Estimated total cost including sales tax.

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

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

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

2.7 Work Authorization:

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

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

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

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

2.7.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on

behalf of the City, execute a Work Authorization. Purchase orders are issued by the Finance Department.

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

2.8 Changes to Work Authorization:

- 2.8.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.
- 2.8.2 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.
- 2.8.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.
- 2.8.4 Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

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

- 2.10 An Approved Work Authorization must be consistent with – and cannot alter – the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and

conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

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

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

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

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

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

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

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City.

3.2. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

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

- 3.4. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.
- 3.5. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.
- 3.6. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.
- 3.7. The Contractor is responsible for managing, tracking, and documenting work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.
- 3.8. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.
- 3.9. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:
 - 3.9.1. Correspondence;
 - 3.9.2. Meeting Minutes;
 - 3.9.3. Submittals and Shop Drawings;

- 3.9.4. Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);
- 3.9.5. Requests for Information (RFI's);
- 3.9.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;
- 3.9.7. Pay Applications;
- 3.9.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;
- 3.9.9. Pre-Task Plans (PTPs);
- 3.9.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;
- 3.9.11. Quality Control (QC) Documentation
- 3.9.12. All official reports, such as Commissioning reports;
- 3.9.13. Notices and claims
- 3.9.14. All close-out documents, and
- 3.9.15. All test results
- 3.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.
- 3.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

**AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED JANUARY 15, 2024**

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

SECTION 2. RATES

Compensation under each Purchase Order shall be in accordance with the rates set forth herein.

- 2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Table B-1 attached and incorporated by reference.
- 2.2 Rates listed in Table B-1 (Hourly Rate Amended January 15, 2024) are fully burdened.
- 2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.
- 2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit A, (4) Contractor submits receipts,

invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

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

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. If the basis of compensation is Time and Materials, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

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

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

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Table B1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

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

- 3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.
- 3.6 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.
- 3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

**TABLE B-1 – HOURLY RATES
AMENDED JANUARY 15, 2024**

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024
Power System Studies	Manager	\$ 210.00	\$ 221.55	\$ 233.74
	Principal Power System Engineer	\$ 195.00	\$ 205.73	\$ 217.04
	Lead Power System Engineer			\$ 194.78
	Senior Power System Engineer	\$ 175.00	\$ 184.63	\$ 180.03
	Power System Engineer	\$ 148.50	\$ 156.67	\$ 165.28
	Associate Power System Engineer	\$ 120.00	\$ 126.60	\$ 133.56
Engineering Substation & Transmission	Manager	\$ 210.00	\$ 221.55	\$ 233.74
	Principal Engineer	\$ 181.50	\$ 191.48	\$ 202.01
	Senior Engineer	\$ 165.00	\$ 174.08	\$ 183.65
	Engineer	\$ 148.50	\$ 156.67	\$ 165.28
	Associate Engineer	\$ 118.00	\$ 124.49	\$ 131.34
	Lead Designer	\$ 154.00	\$ 162.47	\$ 171.41
	Senior Designer	\$ 121.00	\$ 127.66	\$ 134.68
	Designer	\$ 109.00	\$ 115.00	\$ 121.32
	Drafter	\$ 88.00	\$ 92.84	\$ 97.95
Engineering Distribution	Principal Distribution Engineer	\$ 160.20	\$ 169.01	\$ 178.31
	Senior Distribution Engineer (Level IV)	\$ 140.00	\$ 147.70	\$ 155.82
	Senior Distribution Engineer (Level III)	\$ 130.38	\$ 137.55	\$ 145.12
	Distribution Engineer (Level II)	\$ 118.00	\$ 124.49	\$ 131.34
	Associate Distribution Engineer (Level I)	\$ 109.00	\$ 115.00	\$ 121.32
	Lead Designer	\$ 115.00	\$ 121.33	\$ 128.00
	Senior Designer	\$ 109.00	\$ 115.00	\$ 121.32
	Designer	\$ 104.00	\$ 109.72	\$ 115.75
	Drafter/GIS Specialist	\$ 88.00	\$ 92.84	\$ 97.95
Project Management	Senior Project Manager	\$ 181.50	\$ 191.48	\$ 202.01
	Project Manager	\$ 165.00	\$ 174.08	\$ 183.65
	Project Coordinator	\$ 115.00	\$ 121.33	\$ 128.00
	Project Controls Scheduler	\$ 150.00	\$ 158.25	\$ 166.95

EXHIBIT E**WORK AUTHORIZATION FORM**

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

PART A: GENERAL INFORMATION

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

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

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

2. SCOPE OF SERVICES TO BE PERFORMED

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

3. COMPENSATION

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

b. **Reimbursable Expenses:**

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

c. **Payment Schedule:**

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

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

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

5. ACCEPTANCE CERTIFICATE

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

Ebix Insurance No. S200004640

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.**

PREAMBLE

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

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services, Inc., dated June 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance project for Silicon Valley Power (SVP); and
- B. The Agreement was previously amended by Amendment No. 1, dated November 30, 2022, and Amendment No. 2, dated February 13, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Table B-1 – Hourly Rates of Exhibit B of the Agreement as Amended is hereby deleted in its entirety and replaced with the attached Table B-1 "Hourly Rates – Amended August 15, 2024, which is hereby incorporated into the Agreement as Amended.
- 2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 8/19/24

Daniel Ballin
Daniel Ballin (Aug 15, 2024 16:13 PDT)

GLEN R. GOOGINS
City Attorney

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

"CITY"

TRC SOLUTIONS, INC.
a California Corporation

Dated: 8/14/2024

By (Signature):

Edward Myszka
Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 17911 Con Karman Ave., Suite 400
Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

**TABLE B-1 – HOURLY RATES
AMENDED AUGUST 15, 2024**

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 thru Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
Power System Studies	Manager	\$ 210.00	\$ 221.55	\$ 233.74	\$ 246.59
	Principal Power System Engineer	\$ 195.00	\$ 205.73	\$ 217.04	\$ 228.98
	Lead Power System Engineer			\$ 194.78	\$ 205.49
	Senior Power System Engineer	\$ 175.00	\$ 184.63	\$ 180.03	\$ 189.93
	Power System Engineer	\$ 148.50	\$ 156.67	\$ 165.28	\$ 174.37
	Associate Power System Engineer	\$ 120.00	\$ 126.60	\$ 133.56	\$ 140.91
Engineering Substation & Transmission	Manager	\$ 210.00	\$ 221.55	\$ 233.74	\$ 246.59
	Principal Engineer	\$ 181.50	\$ 191.48	\$ 202.01	\$ 213.12
	Senior Engineer	\$ 165.00	\$ 174.08	\$ 183.65	\$ 193.75
	Engineer	\$ 148.50	\$ 156.67	\$ 165.28	\$ 174.37
	Associate Engineer	\$ 118.00	\$ 124.49	\$ 131.34	\$ 138.56
	Lead Designer	\$ 154.00	\$ 162.47	\$ 171.41	\$ 180.83
	Senior Designer	\$ 121.00	\$ 127.66	\$ 134.68	\$ 142.08
	Designer	\$ 109.00	\$ 115.00	\$ 121.32	\$ 127.99
	Drafter	\$ 88.00	\$ 92.84	\$ 97.95	\$ 103.33
Engineering Civil/Structural	Manager			\$ 233.74	\$ 246.60
	Principal Engineer			\$ 220.00	\$ 232.10
	Senior Engineer			\$ 183.65	\$ 193.75
	Engineer			\$ 170.00	\$ 179.35
	Associate Engineer			\$ 133.34	\$ 140.67
	Assistant Engineer			\$ 110.00	\$ 116.05
	Lead Designer			\$ 171.41	\$ 180.84
	Senior Designer			\$ 134.68	\$ 142.09
	Designer			\$ 121.32	\$ 127.99
	Drafter			\$ 97.95	\$ 103.24
Engineering Distribution	Principal Distribution Engineer	\$ 160.20	\$ 169.01	\$ 178.31	\$ 188.11
	Senior Distribution Engineer (Level IV)	\$ 140.00	\$ 147.70	\$ 155.82	\$ 164.39

	Senior Distribution Engineer (Level III)	\$ 130.38	\$ 137.55	\$ 145.12	\$ 153.10
	Distribution Engineer (Level II)	\$ 118.00	\$ 124.49	\$ 131.34	\$ 138.56
	Associate Distribution Engineer (Level I)	\$ 109.00	\$ 115.00	\$ 121.32	\$ 127.99
	Lead Designer	\$ 115.00	\$ 121.33	\$ 128.00	\$ 135.04
	Senior Designer	\$ 109.00	\$ 115.00	\$ 121.32	\$ 127.99
	Designer	\$ 104.00	\$ 109.72	\$ 115.75	\$ 122.12
	Drafter/GIS Specialist	\$ 88.00	\$ 92.84	\$ 97.95	\$ 103.33
Project Management	Principal Project Manager			\$ 270.00	\$ 284.85
	Senior Project Manager	\$181.50	\$191.48	\$ 202.01	\$ 213.12
	Project Manager	\$165.00	\$174.00	\$ 183.65	\$ 193.75
	Project Coordinator	\$115.00	\$121.33	\$ 128.00	\$ 135.04
	Project Controls Scheduler	\$150.00	\$158.25	\$ 166.95	\$ 176.14
Field Services	Construction Manager			\$ 176.14	\$ 185.83
	Senior Construction Manager			\$ 213.12	\$ 224.84
	Senior Testing Commissioning Engineer			\$ 213.12	\$ 224.84
	Testing Commissioning Engineer			\$ 165.28	\$ 174.37
	Permit Specialist			\$ 150.00	\$ 158.25

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.**

PREAMBLE

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

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc," dated June 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance project for Silicon Valley Power (SVP);
- B. The Agreement was previously amended by Amendment No. 1, dated November 30, 2022, Amendment No. 2, dated February 13, 2024, Amendment No. 3, dated August 19, 2024, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to extend the term and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2028."

2. Table B-1 - Hourly Rates of Exhibit B of the Agreement as Amended is hereby

deleted in its entirety and replaced with the attached "Fourth Revised - Table B-1 - Hourly Rates," which is hereby incorporated into the Agreement as Amended.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 3/17/2026 | 11:01 AM PDT

Signed by:

Daniel Ballin

ABC722A8FC8144B...
GLEN R. GOOGINS
City Attorney

Signed by:

Jovan D. Grogan

5EAD88DEB5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC Solutions, Inc.
a California Corporation

Dated: 3/16/2026 | 2:57 PM PDT

DocuSigned by:

Edward Myszka

By (Signature):

80736A27EC7047E...
Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 17911 Con Karman Ave., Suite 400
Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

FOURTH REVISED - TABLE B-1 – HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Jan. 1, 2026 Thru Dec. 31, 2026	Hourly Rates Effective Jan. 1, 2027 Thru Dec. 31, 2027	Hourly Rates Effective Jan. 1, 2028
Power System Studies	Manager	\$260.15	\$274.47	\$289.57
	Principal Power System Engineer	\$241.57	\$254.86	\$268.87
	Lead Power System Engineer	\$216.79	\$228.72	\$241.30
	Senior Power System Engineer	\$200.38	\$211.40	\$223.03
	Power System Engineer	\$183.97	\$194.08	\$204.76
	Associate Power System Engineer	\$148.66	\$156.84	\$165.46
Engineering Substation & Transmission	Manager	\$260.15	\$274.47	\$289.57
	Principal Engineer	\$224.85	\$237.21	\$250.26
	Senior Engineer	\$204.41	\$215.65	\$227.51
	Engineer	\$183.97	\$194.08	\$204.76
	Associate Engineer	\$146.18	\$154.22	\$162.70
	Lead Designer	\$190.78	\$201.27	\$212.34
	Senior Designer	\$149.90	\$158.14	\$166.84
	Designer	\$135.03	\$142.46	\$150.29
	Drafter	\$109.02	\$115.01	\$121.34
Engineering Civil/Structural	Manager	\$260.16	\$274.47	\$289.57
	Principal Engineer	\$244.87	\$258.33	\$272.54
	Senior Engineer	\$204.41	\$215.65	\$227.51
	Engineer	\$189.21	\$199.62	\$210.60
	Associate Engineer	\$148.41	\$156.57	\$165.18
	Assistant Engineer	\$122.43	\$129.17	\$136.27
	Lead Designer	\$190.78	\$201.28	\$212.35
	Senior Designer	\$149.90	\$158.15	\$166.84
	Designer	\$135.03	\$142.46	\$150.29
	Drafter	\$109.02	\$115.02	\$121.34
Engineering Distribution	Principal Distribution Engineer	\$198.46	\$209.37	\$220.89
	Senior Distribution Engineer (Level IV)	\$173.44	\$182.97	\$193.04
	Senior Distribution Engineer (Level III)	\$161.52	\$170.40	\$179.77
	Distribution Engineer (Level II)	\$146.18	\$154.22	\$162.70
	Associate Distribution Engineer (Level I)	\$135.03	\$142.46	\$150.29
	Lead Designer	\$142.46	\$150.30	\$158.57
	Senior Designer	\$135.03	\$142.46	\$150.29
	Designer	\$128.84	\$135.92	\$143.40
	Drafter/GIS Specialist	\$109.02	\$115.01	\$121.34
Project Management	Principal Project Manager	\$300.52	\$317.05	\$334.48
	Senior Project Manager	\$224.85	\$237.21	\$250.26
	Project Manager	\$204.41	\$215.65	\$227.51

	Project Coordinator	\$142.46	\$150.30	\$158.57
	Project Controls Scheduler	\$185.82	\$196.04	\$206.83
Field Services	Construction Manager	\$196.05	\$206.83	\$218.21
	Senior Construction Manager	\$237.21	\$250.25	\$264.02
	Senior Testing Commissioning Engineer	\$237.21	\$250.25	\$264.02
	Testing Commissioning Engineer	\$183.96	\$194.08	\$204.75
Land/ROW Services	Project Manager	\$193.75	\$204.41	\$215.65
	Permit Specialist	\$158.25	\$166.95	\$176.14
	Land Agent, Project Coordinator	\$135.04	\$142.47	\$150.30
	Drafter, Document Specialist	\$103.33	\$109.01	\$115.01

THIRD REVISED - TABLE B-1 – HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 thru Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025 thru Dec. 31, 2025
Power System Studies	Manager	\$210.00	\$221.55	\$233.74	\$246.59
	Principal Power System Engineer	\$195.00	\$205.73	\$217.04	\$228.98
	Lead Power System Engineer			\$194.78	\$205.49
	Senior Power System Engineer	\$175.00	\$184.63	\$180.03	\$189.93
	Power System Engineer	\$148.50	\$156.67	\$165.28	\$174.37
	Associate Power System Engineer	\$120.00	\$126.60	\$133.56	\$140.91
Engineering Substation & Transmission	Manager	\$210.00	\$221.55	\$233.74	\$246.59
	Principal Engineer	\$181.50	\$191.48	\$202.01	\$213.12
	Senior Engineer	\$165.00	\$174.08	\$183.65	\$193.75
	Engineer	\$148.50	\$156.67	\$165.28	\$174.37
	Associate Engineer	\$118.00	\$124.49	\$131.34	\$138.56
	Lead Designer	\$154.00	\$162.47	\$171.41	\$180.83
	Senior Designer	\$121.00	\$127.66	\$134.68	\$142.08
	Designer	\$109.00	\$115.00	\$121.32	\$127.99
	Drafter	\$88.00	\$92.84	\$97.95	\$103.33
Engineering Civil/Structural	Manager			\$233.74	\$246.60
	Principal Engineer			\$220.00	\$232.10
	Senior Engineer			\$183.65	\$193.75
	Engineer			\$170.00	\$179.35
	Associate Engineer			\$133.34	\$140.67
	Assistant Engineer			\$110.00	\$116.05
	Lead Designer			\$171.41	\$180.84
	Senior Designer			\$134.68	\$142.09

	Designer			\$121.32	\$127.99
	Drafter			\$97.95	\$103.24
Engineering Distribution	Principal Distribution Engineer	\$160.20	\$169.01	\$178.31	\$188.11
	Senior Distribution Engineer (Level IV)	\$140.00	\$147.70	\$155.82	\$164.39
	Senior Distribution Engineer (Level III)	\$130.38	\$137.55	\$145.12	\$153.10
	Distribution Engineer (Level II)	\$118.00	\$124.49	\$131.34	\$138.56
	Associate Distribution Engineer (Level I)	\$109.00	\$115.00	\$121.32	\$127.99
	Lead Designer	\$115.00	\$121.33	\$128.00	\$135.04
	Senior Designer	\$109.00	\$115.00	\$121.32	\$127.99
	Designer	\$104.00	\$109.72	\$115.75	\$122.12
	Drafter/GIS Specialist	\$88.00	\$92.84	\$97.95	\$103.33
Project Management	Principal Project Manager			\$270.00	\$284.85
	Senior Project Manager	\$181.50	\$191.48	\$202.01	\$213.12
	Project Manager	\$165.00	\$174.00	\$183.65	\$193.75
	Project Coordinator	\$115.00	\$121.33	\$128.00	\$135.04
	Project Controls Scheduler	\$150.00	\$158.25	\$166.95	\$176.14
Field Services	Construction Manager			\$176.14	\$185.83
	Senior Construction Manager			\$213.12	\$224.84
	Senior Testing Commissioning Engineer			\$213.12	\$224.84
	Testing Commissioning Engineer			\$165.28	\$174.37
	Permit Specialist			\$150.00	\$158.25