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. S200004653

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WORLEY GROUP, INC. DBA ADVISIAN

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Worley Group, Inc. dba Advisian, a Delaware 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

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..

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

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

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services regarding which the City so notifies the Contractor within one year after performance of the defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City. Contractor shall have no liability or responsibility for repair, modification or replacement of materials, equipment or facilities or the costs associated with such repair or replacement. The foregoing are Contractor's entire responsibilities and City's exclusive remedies for Services rendered and to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is two million dollars ($2,000,000), 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. Contractor shall be paid by City for all services rendered and work product completed through the date of 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, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this

Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: 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:

Worley Group, Inc.
Attention: Benjamin Hwang, Naim Triki
2330 East Bidwell St, Suite 120
Folsom CA 95630
and by e-mail at benjamin.hwang@advisian.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. CONSQUENTIAL DAMAGES

In no event shall the Contractor be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as but not limited to loss of product, loss of use, non-operation or increased costs

of operation of equipment or systems, loss of anticipated revenue or profits, cost of capital, delays in or cost of construction, or cost of purchased or replacement equipment or systems.

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:

for BRIAN DOYLE
City Attorney

Dated: 8/5/2021

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

"CITY"

WORLEY GROUP, INC. DBA ADVISIAN
a Delaware corporation

Digitally signed by Naim Triki
DN: cn=Naim Triki, c=US, o=Worley, ou=Advisian, email=Naim.Triki@Advisian.com
Location: Folsom, CA

Dated:

By (Signature):

Name: NAIM TRIKI

Title: Managing Director of Power

Principal Place of Business Address: 2330 Bidwell Street, Suite 120

Email Address: Naim.Triki@advisian.com

Telephone: (916)817-3978

"CONTRACTOR"

APPROVED
06/23/2021

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WORLEY GROUP, INC. DBA ADVISIAN

EXHIBIT A
SCOPE OF SERVICES

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

1. The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:
   - 1.1. System planning for electric utility distribution and transmission systems
   - 1.2. Project design and preparation of plans, specifications and engineer's estimate.
   - 1.3. Distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Substation conceptual design, feasibility, and permitting.
   - 1.5. Support with substation communications, protection and control systems.
   - 1.6. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.7. Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
   - 1.8. Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
   - 1.9. Assess existing design standards and recommend revisions or new standards.
   - 1.10. Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
   - 1.11. Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.12. Provide design, specification and cost estimates associated with the distribution system including street lighting.
   - 1.13. Provide drafting support as needed.
2. 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.

3. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.
4. 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.
5. 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
WORLEY GROUP, INC. DBA ADVISIAN

EXHIBIT B
SCHEDULE OF FEES

1. This is a time and materials contract with a total not-to-exceed amount of $2,000,000.

2. Contractor shall provide services at the labor rates outlined in Table B-1 Attached.

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

   2.2. 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, 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).

3. Reimbursable Expenses

   3.1. City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.

   3.2. Subcontracts. A fee of 10% will be added to the invoice cost of subcontracts managed by Worley Group Inc. dba Advisian.

   3.3. Travel and Per Diem:

      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 over $25.00. Airfare, if required, shall be at economy class.

3.3.4. Lodging and Meals. Lodging and meals will be charged at cost, with receipts provided for any expense over $25.00.

3.3.5 An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP.

4. Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice 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
WORLEY GROUP, INC. DBA ADVISIAN
TABLE B-1
LABOR RATES

Position	Code	Hourly Rate	Overtime Rate
Engineer/Scientist - L1	4A.ADVC.US	$194	$194
Engineer/Scientist - L2	4A.ADVC.US	$183	$183
Engineer/Scientist - L3	4B.ADVC.US	$171	$171
Engineer/Scientist - L4	4B.CoreEX.US	$150	$150
Engineer/Scientist - L5	5A.ADVC.US	$139	$139
Engineer/Scientist - L6	5B.ADVC.US	$128	$128
Engineer/Scientist - L7	5D.ADVC.US	$117	$117
Engineer/Scientist - L8	5C.ADVC.US	$113	$113
Engineer/Scientist - L9	6A.ADVC.US	$100	$100
Engineer/Scientist - L10	6B.ADVC.US	$89	$89
Designer/Technician - D1	4A.ADVO.US	$169	$169
Designer/Technician - D2	5A.CoreNE.US	$158	$205
Designer/Technician - D3	5B.CoreNE.US	$148	$192
Designer/Technician - D4	5A.CoreEX.US	$136	$136
Designer/Technician - D5	5A.ADVO.US	$125	$125
Designer/Technician - D6	5B.OtherEX.US	$115	$115
Designer/Technician - D7	5C.OtherNE.US	$110	$143
Designer/Technician - D8	5D.CoreNE.US	$98	$127
Designer/Technician - D9	5C.OtherEX.US	$87	$87
Sr. Project Manager/Specialist - S1	2B.ADVO.US	QUOTED PER PROJECT	QUOTED PER PROJECT
Sr. Project Manager/Specialist - S2	3A.ADVC.US	$250	$250
Sr. Project Manager/Specialist - S3	3B.ADVC.US	$226	$226
Sr. Project Manager/Specialist - S4	4A.CoreEX.US	$216	$216
Project Manager/Specialist - S5	4A.OtherEX.US	$189	$189
Project Manager/Specialist - S6	4B.ADVO.US	$165	$165
Project Services - P1	4B.OtherEX.US	$156	$156
Project Services - P2	5B.OtherNE.US	$133	$172
Project Services - P3	5C.ADVO.US	$112	$112
Project Services - P4	5D.OtherNE.US	$94	$122
Project Services - P5	6A.ADVO.US	$73	$73
Other Direct Costs		REIMBURSED PURSUANT TO SECTION 3 OF EXHIBIT B	REIMBURSED PURSUANT TO SECTION 3 OF EXHIBIT B

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
between the
CITY OF SANTA CLARA, CALIFORNIA,
and
WORLEY GROUP, INC. DBA ADVISIAN
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 so that any coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

Contractor shall provide thirty days written notice to City of any cancellation or modification of the coverage described herein.

4. Other Endorsements.

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara Electric Department

P.O. Box 100085 – S2	or	1 Ebix Way
Duluth, GA 30096		John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

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.

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

B. Audit Rights

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

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

C. Enforcement

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

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

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

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.