EBIX Insurance No. S200004651

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES between the CITY OF SANTA CLARA, CALIFORNIA, and BURNS & McDONNELL ENGINEERING COMPANY, INC.,

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns & McDonnell Engineering Company, Inc., a Missouri 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, experience, necessary licenses and desire to provide any/or all professional services of the quality and type which meet objectives and requirements of City as set forth in this Agreement; 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 or as more specifically defined in separate authorization/purchase orders for services. Time is of the essence.

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the material subject matter 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 deliverables 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 and No/100 ($3,000,000), and subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses required to perform the Services. All work performed or materials provided in excess of the maximum compensation, as authorized by this agreement, 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. Upon such termination, City shall pay Contractor for all reasonable expenses and charges outstanding for the portion of Services completed at the time of termination.

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 upon written notice to Contractor and a 10-day opportunity to cure, if in City's opinion it is curable.

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

8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, in their performance of Services.

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 direct 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 mutually agreed upon 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.

Audits, requested by the City, shall be conducted at Contractor's headquarters offices upon reasonable advance written notice from the City.

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 third-party 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 additional 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: *Dept. Name
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:

Amy E. Bartak
Burns & McDonnell
140 S State College Blvd, Suite 100
Brea, CA 92821
and by e-mail at abartak@burnsmcd.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 to the best of its knowledge it does not know of any

facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON NEXT PAGE

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:

Luis M. Haro Digitally signed by Luis M. Haro Date: 2021.08.16 14:13:47 -07'00'

BRIAN DOYLE
City Attorney

Dated: 8/16/2021

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

"CITY"

BURNS & MCDONNELL ENGINEERING COMPANY, INC.
a Missouri corporation

Dated: July 8, 2021
By (Signature): Stephen Kane
Name: Stephen Kane
Title: Vice President
Principal Place of Business Address: 140 S. State College Blvd, Suite 100, Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-2039
Fax: (714) 256-1764

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

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

EXHIBIT B
SCHEDULE OF FEES

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

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

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021, and every subsequent December 1st through the duration of the Agreement. Contractor to provide City with an updated rate schedule on or before each December 1 deadline.

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

Contractor will bill City on one of the following pricing methods as set forth in each PO:

1. monthly on a time and materials basis upon the hourly rate sheet provided below 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; or

2. A lump sum basis with milestone payment schedule as agreed by the parties.

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

Projects billed on an hourly basis will be billed according to the rate sheet below, which is valid from December 1, 2020, through November 30, 2021 (and subject to the annual escalation noted hereinabove):

Job Title	Hourly Rate	Over-time Rate
Associate – 14 or above	$ 241.75	$ 241.75
Senior – 13	$ 222.75	$ 222.75
Senior – 12	$ 208.25	$ 208.25
Staff – 11	$ 190.00	$ 285.00
Staff – 10	$ 171.50	$ 257.25
Assistant – 9	$ 155.50	$ 233.25
Assistant – 8	$ 134.50	$ 201.75
Assistant – 7	$ 97.75	$ 146.63
Technician – 6	$ 85.25	$ 127.88
General Office – 5	$ 69.00	$ 103.50

Notes:

1. Subcontractors billed at cost plus 10%.
2. Travel Expenses billed at cost plus 10%.
3. Contract/Agency Personnel shall be billed according to rates listed above as if such personnel are a direct employee of Burns & McDonnell. "Contract/Agency Personnel" shall mean personnel utilized at the discretion of Contractor to provide services on the project that are not directly employed by Burns & McDonnell as defined at law but are on loan from another employer through a contract or purchase order, including personnel from Burns & McDonnell's subsidiaries and affiliates (including Burns & McDonnell International Inc. and Burns & McDonnell Engineering India Pvt. Ltd). Such contracts and purchase orders are not "Subcontracts" as used herein and are not subject to 10% markup. All Contract/Agency Personnel shall be considered agents of Contractor, and able to act on behalf of Contractor within the scope of the authority granted such Contract/Agency Personnel according to job function and billing classification.
4. Nonexempt personnel in levels 5 through 11 may be billed at the overtime rates listed above.
5. Equipment utilized for the services will be outlined in a given scope of services and priced accordingly.

EXHIBIT C
INSURANCE REQUIREMENTS

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 providing additional insured coverage 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 required 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 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/excess 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

C. Business automobile liability insurance policy which provides coverage as broad as ISO form CA 00 01 with policy limits a limit of one million dollars ($1,000,000)

each accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

D. Not Used.

E. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of 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. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, and employees.

F. 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 one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention shall be the responsibility of Contractor.

G. 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, and employees are hereby added as additional insureds in respect to liability caused by Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 07 04 and CG 20 37 07 04, or its equivalent.

2. Primary and non-contributing. Each general liability and umbrella/excess insurance policy provided by Contractor to satisfy the requirements herein, 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 additional insureds may possess, including any self-insurance or self-insured retention they may have. Any other insurance the additional insureds may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation 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 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 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 cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

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

H. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to use commercially reasonable efforts to require 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 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. 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 in excess of the contract price paid to Contractor under this Agreement. 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.

I. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor shall, at its sole cost and expense, provide and maintain the insurance coverage with the endorsements indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under types of policies, reasonably satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and relevant endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

J. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of relevant 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. Unless otherwise required by the terms of this Agreement, all certificates, relevant endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to: ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280

K. 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.

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Ebix Insurance No. S200005553

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BURNS & MCDONNELL WESTERN ENTERPRISES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns & McDonnell Western Enterprises, 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 Burns & McDonnell Engineering Company, Inc.," dated August 16, 2021, for the purpose of having Contractor provide plan implementation/project management services; and

B. On October 28, 2025, the Parties executed a Consent to Assignment Agreement by and Between the City of Santa Clara, California and Burns & McDonnell Western Enterprises, Inc.; and

C. The Parties now wish to amend the Agreement to extend the term and update the rates schedule in Exhibit B.

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 30, 2027.The Parties agree that this Agreement did not expire on the previous expiration date of November 30, 2025, and it remains valid through the new expiration date set forth in this Amendment No. 1."

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2. Exhibit B of the Agreement, entitled “SCHEDULE OF FEES”, is deleted in its entirety and replaced with “FIRST REVISED EXHIBIT B SCHEDULE OF FEES” attached hereto and incorporated into the Agreement as amended.

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

The effective date of this Amendment No. 1 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. 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:

Signed by:
Huyen Nguyen
973AA530EE97459...
GLEN R. GOOGINS
City Attorney

Dated: 5/5/2026 | 6:36 PM PDT

Signed by:
Aracely Azevedo
B68E71ED057D4F6...
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"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
a California corporation

Dated: 4/23/2026 | 8:03 AM PDT

By (Signature): DocuSigned by:
Stephen Kane
72808073A0D8476...
Name: Stephen Kane
Title: Vice President
Principal Place of Business Address: 145 S. State College Blvd. Suite 600
Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-9039

"CONTRACTOR"

FIRST REVISED EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor no later than thirty (30) days after approval of an invoice by City staff.

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

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021, and every subsequent December 1st through the first five years of the Agreement. Contractor may increase rates annually beginning December 1, 2026, by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at https://www.bls.gov/cpi or successor site. In no event shall such increase exceed 5% annually. 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. Contractor to provide City with an updated rate schedule on or before each December 1 deadline.

Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing. Contractor will bill City on one of the following pricing methods as set forth in each PO:

1. monthly on a time and materials basis upon the hourly rate sheet provided below 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; or

2. A lump sum basis with milestone payment schedule as agreed upon by the parties.

City will pay Contractor no later than thirty (30) days after approval of an invoice by City staff.

Projects billed on an hourly basis will be billed according to the rate sheets below, (and subject to the annual escalation noted hereinabove):

RATES EFFECTIVE DECEMBER 1, 2025

Job Title	Hourly Rate	Over-time Rate
Associate – 14 or above	$269.79	$269.79
Senior – 13	$248.58	$248.59
Senior – 12	$232.41	$232.41
Staff – 11	$212.04	$285.00
Staff – 10	$191.39	$257.25
Assistant – 9	$173.54	$233.25
Assistant – 8	$150.10	$201.75
Assistant – 7	$109.09	$146.63
Technician – 6	$95.14	$127.88
General Office – 5	$ 77.00	$103.50

RATES EFFECTIVE DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2025

Job Title	Hourly Rate	Over-time Rate
Associate – 14 or above	$241.75	$241.75
Senior – 13	$222.75	$222.75
Senior – 12	$208.25	$208.25
Staff – 11	$190.00	$285.00
Staff – 10	$171.50	$257.25
Assistant – 9	$155.50	$233.25
Assistant – 8	$134.50	$201.75
Assistant – 7	$ 97.75	$146.63
Technician – 6	$ 85.25	$127.88
General Office – 5	$ 69.00	$103.50

Notes:

1. Subcontractors billed at cost plus 10%.
2. Travel Expenses billed at cost plus 10%.
3. Contract/Agency Personnel shall be billed according to rates listed above as if such personnel are a direct employee of Burns & McDonnell. “Contract/Agency Personnel” shall mean personnel utilized at the discretion of Contractor to provide services on the project that are not directly employed by Burns & McDonnell as defined at law but are on loan from another employer through a contract or purchase order, including personnel from Burns & McDonnell’s subsidiaries and affiliates (including Burns & McDonnell International Inc. and Burns & McDonnell Engineering India Pvt. Ltd). Such contracts and purchase orders are not “Subcontracts” as used herein and are not subject to 10% markup. All Contract/Agency Personnel shall be considered agents of Contractor, and able to act on behalf of Contractor within the scope of the authority granted such Contract/Agency Personnel according to job function and billing classification.
4. Nonexempt personnel in levels 5 through 11 may be billed at the overtime rates listed above.
5. Equipment utilized for the services will be outlined in a given scope of services and priced accordingly.