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AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND FLYNN RESOURCE CONSULTANTS, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

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

B. 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 and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto 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 and Payment Provisions

Exhibit C – Insurance Requirements

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

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025, and terminate on November 30, 2030 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional years through November 30, 2031 ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

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

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials 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 applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or 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 Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), 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 including any taxes. All Services performed or supplies, materials and equipment 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. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the

benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, 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. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder

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. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to

City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report to their respective Contractor supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

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

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Purchase Orders.

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

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential

Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

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

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed

Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

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

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

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. 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.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for

any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. 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 the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees, subcontractors, affiliates, or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for

any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

Flynn Resource
Attention: Doug Boccignone, President
5440 Edgeview Drive
Discovery Bay, CA 94505
and by e-mail at dougbocc@flynnrci.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.

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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.

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.

[SIGNATURES ON FOLLOWING 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:

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

Dated: 2/4/2026 | 1:08 PM PST

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

"CITY"

FLYNN RESOURCE CONSULTANTS, INC.
a California corporation

Dated: 12/16/2025
By (Signature): Douglas A. Boccignone
Name: Doug Boccignone
Title: President
Principal Place of Business Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
dougbocc@flynnrci.com
Email Address: (888) 634-7509
Telephone: Doug Boccignone

"CONTRACTOR"

Docusign Envelope ID: 61B8107E-EA52-4156-A782-D8FAB44A6178

EXHIBIT A
SCOPE OF SERVICES

TABLE OF CONTENTS

SECTION 1. GENERAL 17
SECTION 2. SERVICES TO BE PERFORMED 17
SECTION 3. SPECIFIC REQUIREMENTS 18
SECTION 4. REPORTS 19
SECTION 5. COMPLETION OF SERVICES 19
SECTION 6. SCHEDULING AND PLANNING ..... **Error! Bookmark not defined.**
SECTION 7. SERVICE REQUEST 19
SECTION 8. WORKMANSHIP 22
SECTION 9. PERMITS AND LICENSES 22
SECTION 10. WARRANTY ..... **Error! Bookmark not defined.**
SECTION 11. CITY FURNISHED MATERIALS ..... **Error! Bookmark not defined.**
SECTION 12. WORK AREA ..... **Error! Bookmark not defined.**
SECTION 13. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS ..... **Error! Bookmark not defined.**
SECTION 14. DISPOSAL OF WASTE AND SCRAPS **Error! Bookmark not defined.**
SECTION 15. SAFETY 22
SECTION 16. INJURY/PROPERTY DAMAGE 23
SECTION 17. CONTRACTOR PERSONNEL 23
SECTION 18. E-BUILDER 25
SECTION 19. TRANSPORTATION, SHIPPING AND FREIGHT **Error! Bookmark not defined.**

Docusign Envelope ID: 61B8107E-EA52-4156-A782-D8FAB44A6178

SECTION 1. BACKGROUND

1.1 The City of Santa Clara's electric utility, Silicon Valley Power (SVP) is currently limited in the amount of additional electric load that can be supported by its existing distribution and transmission infrastructure.

1.2 As a result of growing electric demand, SVP requires increased support in the areas of transmission and distribution system analysis, transmission and/or distribution system planning, and interconnection analysis to examine potential system upgrades or rearrangements.

SECTION 2. GENERAL

2.1 Subject to Section 7, Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to perform engineering support services ("Services"). These services are limited to technical and support functions. Any work such as the preparation or approval of stamped plans, engineering designs performed under responsible charge, construction project management, land surveying, or other professional engineering services are outside the scope of this Agreement and are provided under separate agreements maintained by the City.

2.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

2.3 Contractor will primarily perform Services in City of Santa Clara limits.

2.4 To the extent not inconsistent with this Agreement, the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

SECTION 3. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 7.

3.1 Transmission Planning for Real-Time Operations

3.1.1 Flow and contingency analysis, to maintain reliable operation. Contractor will provide requirements for clearance conditions and support the development and documentation of operating requirements and instructions in the outage plans and operating procedures.

3.2 System Enhancement/Expansion Transmission Planning Services

3.2.1 Definition and documentation of system planning and operational criteria;

3.2.2 Review and performance of system planning studies including load flows, short circuit studies, voltage and stability analysis, and reactive power requirements;

3.2.3 Identification of projects and alternatives necessary to meet required planning criteria;

3.2.4 Preliminary project development to define project scope, including permitting requirements, land requirements, and preliminary construction scope which may be used by a licensed engineer to complete the project design.

3.2.5 Estimating of design and construction cost estimates (level 4);

3.2.6 Schedule development;

3.2.7 Provide basis for updating the Load Development Fee;

3.2.8 Operations planning with both short-term and long-term horizons;

3.2.9 Prepare models for the California Independent System Operator (CAISO)

3.2.10 Transmission Planning submittals, and associated regulatory requirements for meeting Transmission Planning (TP) North American Electric Reliability Corporation (NERC) that meet TPL-001-5 requirements. https://www.nerc.com/pa/Stand/Reliability Standards/TPL-001-5.1.pdf

3.2.11 Complete affected system studies for customer interconnections.

SECTION 4. SPECIFIC REQUIREMENTS

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

4.1.1 Supervision and administrative support

4.1.2 Program and project management services

4.1.3 Scheduling and logistical planning

4.1.4 Subcontractor management

SECTION 5. REPORTS

5.1 Service Reports

5.1.1 Within seven (7) days after written final acceptance by the City of Services, Contractor shall provide a report to the City, which shall include the following information:

5.1.1.1 Description of the Services performed (e.g., project scheduling, testing, analysis)

5.1.1.2 Summary of existing conditions observed during performance of Services

5.1.1.3 Any information that may be requested by the City.

5.2 Status Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

5.2.2 City may, at its sole discretion, require Contractor to provide status updates daily, weekly, or monthly at the direction of City.

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

SECTION 6. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site is restored to its condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 7 contains the process for awarding Services under a master agreement process.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

7.3 Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.4 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, including negotiate the scope, schedule, staffing, and pricing.

7.5 Authorization of Work; Issuance of Purchase Order

7.5.1 If there are multiple firms, the City will select a contractor proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.5.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.5.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fails to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.6 Additional Services or Modifications:

7.6.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

7.6.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall

be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.6.4 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.

7.7 Immediate Need / Interim Work Orders

7.7.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

7.7.1.2 In the event work is required to maintain a critical City function or project schedule.

7.7.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.7.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the term of this Agreement.

7.7.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.8 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

7.9 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Purchase Order, and the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated

March 28, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, and (4) the City's RFP-23-24-73 (including subsequent updates) and (5) Contractor's proposal response dated March 28, 2024.

7.10 The City may terminate a 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. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 10. SAFETY

10.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

10.2 Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

10.3 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

10.4 As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

10.5 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

10.6 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

10.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 12) and Contractor employees.

SECTION 11. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 12. CONTRACTOR PERSONNEL

12.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

12.2 Staffing

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

12.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

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

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

12.3 Employee Training

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

12.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

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

12.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

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

12.4 Standards of Conduct

12.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

12.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

12.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

12.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

12.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

12.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

12.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 13. E-BUILDER

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

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

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

13.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will

not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime 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 Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

13.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

13.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

13.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

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

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

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Annual price adjustments will be based on the percentage change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), U.S. City Average, All Average, All Items, not seasonally adjusted, for the most recent 12-month period, as published by the Bureau of Labor Statistics (BLS). Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. 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 are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources.	No Markup

Reimbursable Expense Schedule		Mark Up
	Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates. Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Contractor elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Contractor for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Contractor shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

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

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

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

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

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

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

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

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

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

4.3 Pre-Payment

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

4.4 Payment Limited to Satisfactory Work.

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

4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 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.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

APPENDIX B1 TO EXHIBIT B

RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Principal	$390
Managing Consultant	$370
Senior Consultant-Power Engineer	$360
Senior Consultant	$325
Consultant	$270
Associate Consultant	$245
Analyst	$180
Support Services	$100

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, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

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, 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 two million dollars ($2,000,000) 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. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

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

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

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

E. 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.

F. 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.

G. 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 [*insert City department name here]
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

H. 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.