EBIX Insurance No. S200001751

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ELECTRICAL CONSULTANTS, INC.

PREAMBLE

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

RECITALS

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

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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 October 1, 2020 and terminate on December 30, 2021.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

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

4. WARRANTY

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred and fifty thousand dollars ($850,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102

and by e-mail at Robert.hurtig@eciusa.com

With copy to:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102
Attn: General Counsel

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

BRIAN DOYLE
City Attorney

Dated: 10/21/2020

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

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 10/15/2020
By (Signature): David R Maehl
Name: David R. Maehl
Title: Vice President-Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, MT 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-1164

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

Contractor Scope

The Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

The System Expansion Plan shall include a minimum of the following items:

A. Provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to its system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans – constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements and construction scope. Provide guidance on establishing proper maintenance of proposed new assets and technology.

B. The Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.

C. Provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.

D. Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders.

E. Assess SVP's submission to the CAISO's Transmission Planning Process (TPP) to insure that PG&E Bulk Electric System (BES) projects have been identified

and are on schedule to meet SVPs load growth, in addition to assessing SVP's Transmission Planning process to meet CAISO, WECC, and TPL-001-5.

F. Assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR).

G. Assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability.

H. Assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure.

I. Review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Assess the potential problems if actual loads differ significantly.

J. Assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it.

K. Assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses.

L. Assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors.

M. A report on each of the standards and guidelines listed below to include an assessment of their adequacy, any noted deficiencies, suggested changes that can be immediately incorporated into them, and if deemed necessary, a recommended plan to bring each one up to relevant industry standards and current practices, including mitigation of arc-flash hazards. The absence of any standards and guidelines that a utility the size of SVP should have shall be noted and recommendations made on how to best produce them.

1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.

2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.

3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

4. Material and equipment standards and specifications.

5. Economic evaluation criteria and methods for determination of return on investment.

N. Identify the opportunities to utilize the enabling technology resulting from SVP's AMI and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty year planning period.

O. Assess the current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity, and make recommendations for improvements.

P. Review current engineering, operations and electric system key performance indicators in use and make recommendations regarding the adequacy and validity of each one, and additions and deletions to the list.

Q. Assess the adequacy of existing vegetation management programs and standards, and make recommendations for improvements.

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

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 the 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.

Deliverables for Items A and B are due five (5) months after execution of Agreement and the remaining deliverable items are due fourteen (14) months after execution of Agreement.

SVP Scope

To assist the consultant in performing the work, SVP shall provide the following:

A. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required.

B. Full access to any and all existing plans and records relevant to the performance of the contract.

C. Complete ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.

D. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.

E. Complete transmission system database in GE PSLF, DEW, and Aspen.

F. Available system inspection and maintenance information.

G. Past system evaluations and annual system reports.

H. System load forecast and Capital Improvement Plans.

I. Latest Integrated Resource Plan.

J. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).

K. Incremental generation and purchased power costs.

L. Current electric rates and Rules and Regulations.

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, Table 1 provides a breakdown of the tasks within this agreement (Detail in Exhibit A) and their respective not-to-exceed amounts.

Table 1: Tasks and Associated Not-to-Exceed Budget

Exhibit A Section	Task Description	Not-to-Exceed Budget
A	Provide a detailed 3-year development plan of SVP's electric system expansion	$173,683
B	Provide the basis for updating the Load Development Fee	$17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	$28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	$25,405
F	Assess SVP's CEC load forecast submittals	$17,029
G	Assess the impact of increased future distributed generation and load	$30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacements	$26,981
I	Review current system, substation, and feeder load projections for reasonableness	$18,385
J	Assess system reliability and provide cost/benefit analysis	$18,413
K	Assess system losses and provide cost/benefit analysis	$11,581
L	Assess the future reactive power requirements/need for power factor improvement	$17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	$79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	$28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	$59,613
P	Review current engineering, operations and electric system key performance indicators	$22,053
Q	Assess the adequacy of existing vegetation management programs and standards	$12,509
	Associated Engineering Services	$139,913
	TOTAL	$850,000

"Engineering with Distinction"

ELECTRICAL CONSULTANTS, INC.

CORPORATE OFFICE: 3521 GABEL ROAD, BILLINGS, MONTANA 59102 • PHONE: 406-259-9933 • FAX: 406-259-1164

RATE SCHEDULE

Category/Position	Hourly Rate
Engineering / Management	
Senior Project Manager II	$221
Senior Project Manager 1	$182
Project Manager II	$163
Project Manager I	$145
Senior Engineer II	$183
Senior Engineer I	$156
Senior Project Supervisor	$152
Project Supervisor	$115
Project Engineer II	$132
Project Engineer I	$125
Associate Engineer II	$129
Associate Engineer I	$123
Design Engineer III	$109
Design Engineer II	$101
Design Engineer I	$95
Senior Designer II	$136
Senior Designer I	$121
Designer III	$106
Designer II	$94
Designer I	$79
Program Management / Support Staff	
Project Controls Coordinator	$167
Project Controls Specialist III	$129
Project Controls Specialist II	$101
Project Controls Specialist I	$86
Senior Drafter II	$94
Senior Drafter I	$91
Drafter III	$81
Drafter II	$79
Drafter I	$69
Administrative – Executive	$110
Administrative Assistant	$74

OFFICE LOCATIONS NATIONWIDE

• BILLINGS, MONTANA – (406) 259-9933
• PORTLAND, OREGON – (503) 747-2235
• DENVER, COLORADO – (720) 536-8261
• SALT LAKE CITY, UTAH – (801) 292-9954
• SAN DIEGO, CALIFORNIA – (619) 398-9370
• TULSA, OKLAHOMA – (918) 296-7911
• MADISON, WISCONSIN – (608) 240-9933
• MANKATO, MINNESOTA – (507) 388-9933
• CRANFORD, NEW JERSEY – (908) 967-6363
• PHOENIX, ARIZONA – (602) 997-9933
• TUCSON, ARIZONA – (520) 219-9933
• ORLANDO, FLORIDA – (407) 960-1796

Survey / Real Estate

Senior Surveyor	$139
Surveyor II	$113
Surveyor I	$97
Survey Technician II	$79
Survey Technician I	$61
Senior Real Estate Specialist	$133
Real Estate Specialist II	$116
Real Estate Specialist I	$78

Corporate Project Management / Technical Oversight

Principal	$229
Director/PhD	$231

Electrical Consultants, Inc.
Chargeable Expenses

Project Expenses:	
Airline & Charter Aircraft	Actual Cost
Rental Vehicles	Actual Cost
Standard & Four-Wheel Drive	Federal Allowable Rate
All Terrain Vehicles	$10.00/hour
Meals	Actual Cost
Lodging	Actual Cost
Parking	Actual Cost
Long Distance & Telephone Charges	Actual Cost
CADD Software/Plotting:	
AutoCAD Drafting Equipment	$8.00/hour
Microstation Drafting Equipment	$8.00/hour
HP Design Jet Monochrome Plots	$5.00 each
HP Design Jet Color Plots	$10.00 each
LD3 Modeling	$8.00/hour
Prints and Copies:	
Arc Flash Labels	$6.00 each
Large Format Copies:	
C, D Size	$2.35 each
E Size	$2.60 each
F Size	$2.75 each
Larger Sizes	25¢/sq. ft.
Engineering Software:	
Radial Voltage Drop – SynerGEE & Milsoft	$30.00/hour
Load Flow / Stability (PSLF/PSSE)	$40.00/hour
ASPEN	$30.00/hour
STRUDL/Structural Software	$40.00/hour
GIS Mapping Software	$8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour
CDEGS (Grounding)	$50.00/hour
SKM	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour
CYMCAP	$40.00/hour
ETAP	$20.00/hour
PSCAD/EMT	$40.00/hour
PTI – Power System Analysis	$40.00/hour
T-Flash	$40.00/hour
Survey Equipment/Software:	
Cyclone Software	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour
Theodolite, Total Station	$11.00/hour
Robotic Total Station	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour
Staking Supplies	$10.00/line-mile

Testing Equipment:

5 kV Megger	$60/day, $200/week
Phase Angle Meter	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week
Transformer Turns Ratio Test Set	$75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week
Power Quality Analyzer	$75/day, $150/week
Hi-Potential Test Set	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week
Doble M5400 Seep Frequency	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week
GPR (ground penetrating radar)	$1,000/day
HD 3-D Laser Scanner	$600/day
Dranetz 8000 Analyzer	$500/day
Fluke 435 Meter	$1,000/month
Other equipment (Load Banks, Meter Standard, etc.)	Job Quote

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

   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 E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara Electric Department

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

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

I. QUALIFYING INSURERS

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