AMENDMENT NO. 1
TO THE DEPOSIT AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTEL CORPORATION

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Deposit Agreement Between the City of Santa Clara, California and Intel Corporation", dated June 14, 2022 (Agreement);

B. The Parties entered into the Agreement for the purpose of having Customer pay a deposit related to the Services (as defined in the Agreement) for the project described in Exhibit A of the Agreement, as amended herein; and

C. The Parties now wish to amend the Agreement to update the costs due to increase in scope provided by manufacturer.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. The first sentence of Section II of the Agreement is amended to read as follows: "Customer agrees to deposit with the City two million and six hundred and ten thousand and one hundred eighty dollars ($2,610,180.00) (Cost of Services) plus an additional twenty-five percent (25%) for contingencies."

2. Exhibit A of the Agreement, entitled "Scope of Work and Cost Estimate" is deleted and replaced with Exhibit A – Scope of Work– Amended January 1, 2023 and Exhibit B – Cost Estimate – Amended January 1, 2023.

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

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

Office of the City Attorney
City of Santa Clara

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

"CITY"

INTEL CORPORATION
a Delaware corporation

Dated: 2/14/23

By (Signature): _____

Name: Marty Sedler

Title: Sr. Director, Global Utilities & Infrastructure

Principal Place of Business Address: 2200 Mission College Blvd.
Santa Clara, CA 95054

Telephone: ~~(480) 715-0714~~ 480-299-8129

"CUSTOMER"

DEPOSIT AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA AND
INTEL CORPORATION
EXHIBIT A - SCOPE OF WORK – AMENDED JANUARY 1, 2023

Project Description

Customer and City entered into a substation agreement on November 22, 2004 for the construction of Juliette Substation and, pursuant to that agreement, Customer dedicated that substation to the City. The City currently owns and operates Juliette Substation, which is fully dedicated to Customer. To support Customer's increased load growth at the Juliette Substation, SVP will contract with Delta Star, Inc. or any successor entity to Delta Star (Delta Star) to perform work to increase the capacity rating for the existing two transformers at the Juliette Substation. This re-rate upgrade will increase the capacity rating of each transformer from 50MVA to 62MVA. This scope includes work performed by Delta Star and by SVP.

Scope

The scope of work to be performed by Delta Star and SVP includes the purchase and installation of equipment (including labor) and testing identified in Appendix A (Delta Star Scope of Work) as the upgrades necessary to increase the capacity rating on the existing transformers to 62MVA. As further described in Appendix A, Delta Star will provide manpower and equipment to upgrade fans, LV line lead cables, and add single ratio CTs to two 30/40/50 MVA HK Porter Transformers to uprate to 62 MVA. Delta Star will provide manpower and equipment to upgrade/add components and retrofit the LTC (TLH-21 to RMV-II) on two 30/40/50 MVA HK Porter Transformers. See Exhibit A for the complete scope of work details.

In addition to services performed by Delta Star, SVP staff will provide staff to complete tasks required for Delta Star's services such as: lockout/tagout, de-energize transformers, isolate transformers (removing conductor leads), install any additional control wiring that may be required, witness testing and commissioning, re-energize transformers, modify SCADA. In addition, SVP staff will provide oversight and project management for the Delta Star services.

Cost Estimate

The Cost Estimate for this work is detailed in Exhibit B – Cost Estimate – Updated January 1, 2023.

APPENDIX A
DELTA STAR SCOPE OF WORK

1. Delta Star will perform a load study / engineering review to determine modifications necessary to potentially allow the transformers at Customer substation to operate at 62 MVA range including:
   - 1.1. Analyze data to determine precise MVA uprate, seeking to meet 62 MVA pursuant to SVP request
   - 1.2. Deliver report outlining new MVA potential and items required (Fans, cable size increases, etc.)
   - 1.3. Update drawings
   - 1.4. Manufacture new nameplates for mounting on transformer
   - 1.5. Delta Star will perform a full drain, internal inspection, and condition assessment of the cellulose insulation inside transformer T2 including:
     - 1.5.1. Arrival
       - 1.5.1.1. Mobilize crews and equipment to site address
       - 1.5.1.2. Conduct tailgate meeting to identify potential safety hazards
       - 1.5.1.3. SVP will perform disconnection, de-energization, isolation, lockout/tagout (LOTO), & grounding of transformer, as required
       - 1.5.1.4. Stage and ground equipment as required
     - 1.5.2. Pre-Testing: Delta Star will perform the following tests:
       - 1.5.2.1. Insulation Resistance – Core Ground (If accessible)
       - 1.5.2.2. Insulation Resistance – Windings
       - 1.5.2.3. Insulation Power Factor & Capacitance – Windings
       - 1.5.2.4. Oil Screen: Dissolved Gas Analysis (DGA), Moisture, D1816-2, & Power Factor @ 100°C
     - 1.5.3. Work Scope
       - 1.5.3.1. Delta Star will drain oil (5,270 gallons) into clean tanker supplied by Contractor.
       - 1.5.3.2. Delta Star will have dry air flowing during draining and will check dew point when drain is complete.
       - 1.5.3.3. Delta Star will maintain dry air supply with air quality testing to ensure adequate oxygen levels during all maintenance work done internally to main tank.
       - 1.5.3.4. Delta Star will perform confined space entry and internal inspection identifying any abnormalities

1.5.3.5. Delta Star will obtain cellulose (paper) samples from several areas inside of the transformer

1.5.3.6. Delta Star will re-tape and re-insulate disturbed areas as required.

1.5.3.7. Delta Star will seal and pressurize transformer

1.5.3.8. Delta Star will obtain Dew Point measurement

1.5.3.9. Delta Star will vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours

1.5.3.10. Delta Star will conduct vacuum leak test

1.5.3.11. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 10 hours

1.5.3.12. Delta Star will vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less

1.5.3.13. Delta Star will break vacuum and ensure oil is at proper level considering temperature

1.5.3.14. Delta Star will activate nitrogen system when complete

1.5.3.15. Delta Star will pressurize transformer and check for leaks

1.5.4. Final-Testing: Delta Star will perform the following tests:

1.5.4.1. Insulation Resistance – Core Ground (If accessible)

1.5.4.2. Insulation Resistance – Windings

1.5.4.3. Insulation Power Factor & Capacitance – Windings

1.5.4.4. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C

1.5.4.5. Degree of Polymerization Testing – Send cellulose (paper) insulation samples to laboratory for analyzing

1.5.5. Assumptions:

1.5.5.1. Delta Star assumes units are Polychlorinated Biphenyls (PCB) free. If PCB concentration is higher than 49 PPM, Contractor will be unable to complete the work.

1.5.5.2. If PCB concentration is 1-49 PPM, Delta Star may invoice an additional decontamination and such costs will be invoiced to Customer.

1.5.5.3. SVP will dispose of the oil.

1.5.5.4. Delta Star crews will work 7-days a week, and 8-12 hours per day uninterrupted. Any standby time or delays that are beyond Delta Star's control, including

those resulting from restricted or limited site access, will be considered out of scope work. Such costs will be billed to SVP and SVP shall pass those costs onto Customer as applicable.

1.5.5.5. Delta Star recommends a minimum of 24-hours hold/soak period after oil filling prior to re-energization.

2. Transformer Rerate Item 1 – Delta Star will perform work needed for MVA Uprate to operate at 62MVA

2.1. Arrival

2.1.1. Delta Star will mobilize crews and equipment to SVP location

2.1.2. Delta Star will conduct tailgate meeting to identify potential safety hazards

2.1.3. SVP will perform disconnection, de-energization, isolation, Lock Out Tag Out (LOTO), & grounding of transformer, as required

2.1.4. Delta Star will stage and ground equipment as required

2.2. Pre-Testing – Delta Star will perform the following tests:

2.2.1. Insulation Resistance – Core Ground (If accessible)

2.2.2. Insulation Resistance – Windings

2.2.3. Insulation Power Factor & Capacitance – Windings

2.2.4. Insulation Power Factor & Capacitance – LV Bushings only (C1/C2)

2.2.5. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C

2.3. Transformer Uprate

2.3.1. Delta Star will drain oil (5,270 gallons) into clean tanker supplied by Delta Star

2.3.2. Delta Star will have dry air flowing during draining. Delta Star will check dew point when drain is complete, if possible.

2.3.3. Delta Star will enter transformer and remove existing LV cable line leads and upgrade and replace with 500 MCM insulated cables

2.3.4. Delta Star will retrofit/add two new single ratio Current Transformers (CT's) to LV bushing(s)

2.3.5. Delta Star will obtain Preventive Auto (PA) dimensions to design/manufacture new (future) PA described in Item 2

2.3.6. Delta Star will seal transformer and replace manhole cover gasket

2.3.7. Delta Star will remove existing (12) fans

2.3.8. Delta Star will install new high flow (12) fans with new cords, supplied by Delta Star.

2.3.9. Delta Star will install new breakers as required.

2.3.10. Delta Star will perform function testing and operation of new fans

2.4. Oil Filling

2.4.1. Delta Star will perform Dew Point test to establish filling process

2.4.2. If needed, Delta Star will circulate 1/3 volume of oil to 65°C and hold for 1 hour and then drain oil

2.4.3. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours

2.4.4. Delta Star will conduct vacuum leak test

2.4.5. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 4-6 hours

2.4.6. Delta Star will vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less

2.4.7. Delta Star will break vacuum and ensure oil is at proper level considering temperature

2.4.8. Delta Star will pressurize and check for leaks

2.5. Final Testing: Delta Star will perform the following tests:

2.5.1. Transformer Turns Ratio (TTR)

2.5.2. Insulation Resistance – Core Ground (If accessible)

2.5.3. Insulation Resistance – Windings

2.5.4. Insulation Power Factor & Capacitance – Bushings (Hot Collar if test tap not available)

2.5.5. Insulation Power Factor & Capacitance – Windings

2.5.6. Winding Resistance

2.5.7. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C

2.5.8. Delta Star will perform all testing in the as-found DETC & LTC tap positions, unless otherwise noted.

2.6. SVP will perform grounding removal, LOTO removal, bushing connections, and re-energization of transformer.

2.7. Cleanup site and demobilize

3. Transformer Rerate - Item 2 – LTC Retrofit & Components Upgrade/Additions

3.1. Arrival

3.1.1. Delta Star will mobilize crews and equipment to SVP identified location

3.1.2. Delta Star will conduct tailgate meeting to identify potential safety hazards

3.1.3. SVP will perform disconnection, de-energization, isolation, LOTO, & grounding of transformer, as required

3.1.4. Delta Star will stage and ground equipment as required

3.2. Pre-Testing: Delta Star will perform the following tests:

3.2.1. Transformer Turns Ratio (TTR)

3.2.2. Insulation Resistance – Core Ground (If accessible)

3.2.3. Insulation Resistance – Windings

3.2.4. Insulation Power Factor & Capacitance – LV Bushings Only (Hot Collar if test tap not available)

3.2.5. Insulation Power Factor & Capacitance – Windings

3.2.6. Single Phase Excitation

3.2.7. SFRA – Sweep Frequency Response Analysis (Existing DETC Tap to LTC Tap 16R)

3.2.8. Winding Resistance

3.2.9. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C

3.2.10. Delta Star will perform all testing in the as-found DETC & LTC tap positions.

3.3. LTC Retrofit

3.3.1. Delta Star will drain oil (5,270 gallons) from main tank into clean tanker supplied by Delta Star.

3.3.2. Delta Star will dispose of LTC oil.

3.3.3. Delta Star will remove TLH-21 LTC and replace with RMV-II-1500 LTC, supplied by Delta Star including the following tasks to be performed by Delta Star:

3.3.3.1. Remove LV arresters and PTs

3.3.3.2. Cut existing stands off the TLH-21 compartment

3.3.3.3. Label and disconnect LTC leads internally

3.3.3.4. Label and disconnect PA/Series leads internally

3.3.3.5. Cut existing TLH-21 LTC off tank and remove filter system.

3.3.3.6. Take ownership of old LTC for disposal.

3.3.3.7. Pull existing PA out of the main tank

3.3.3.8. Install new PA supplied by Delta Star.

3.3.3.9. Weld on side access plate

3.3.3.10. Weld on LTC adaptor plate

3.3.3.11. Weld on new LTC RMV-1500

3.3.3.12. Connect leads internally

3.3.3.13. Install motor drive centered at 5' height from the foundation

3.3.3.14. Procure, engineer, and install Messko LLG, PRD, SPR, and LTC Desiccant Breather.

3.3.3.15. Installed LTC to be controlled via Dynamic Ratings

3.3.3.16. Leave Beckwith M2001 installed in place as a back-up isolating wiring terminations for future use.

3.3.4. Delta Star will weld new bracket for the LV arresters on PTs on the cover lip. New bracket supplied by Delta Star.

3.3.5. Delta Star will touch up paint

3.3.6. Delta Star will mount Kelman DGA 900 monitor to the transformer tank with monitor supplied by Delta Star and the following tasks performed by Delta Star:

3.3.6.1. Install SEL 3031 Serial Radio Transceiver for point-to-point communication to the powerhouse.

3.3.6.2. Install with vibration dampeners.

3.3.6.3. Inlet oil from the fill valve (1" tee-adaptor)

3.3.6.4. Outlet into the drain valve (2" tee-adaptor)

3.3.6.5. Run conduit from Kelman to DR and Main Cabinet

3.3.6.6. GE personnel to provide onsite commissioning with Delta Star supervision.

3.3.7. Delta Star will mount Dynamic Ratings E3 transformer monitor in separate cabinet to the right of the nitrogen cabinet including the following:

3.3.7.1. 4-20mA SCADA

3.3.7.2. RS485 (SVP will complete trenching and bring cable to cabinet)

3.3.7.3. Top oil, LTC oil, and Ambient RTD (Replace top oil wells and plug one)

3.3.7.4. LTC Controller

3.3.7.5. HV bushing monitoring

3.4. Component Replacements & Re-gasketing

3.4.1. Delta Star will replace all oil immersed gaskets outlined below with new gaskets supplied by Delta Star including the following:

3.4.1.1. Replace (3) HV bushings with new bushings and gaskets supplied by Delta Star. SVP will dispose of old bushings.

3.4.1.2. (3) LV bushings.

3.4.1.3. (1) XO bushing.

3.4.1.4. (12) radiators including replace valve packing on (24) radiator valves.

3.4.1.5. PRD. Replace (2) PRDs with new PRDs supplied by Delta Star.

3.4.1.6. SPR. Replace SPR with new SPR supplied by Delta Star.

3.4.1.7. (2) liquid level gauge. Replace with new liquid level gauge supplied by Delta Star.

3.4.1.8. (1) liquid temperature gauge. Remove gauge and replace with Dynamic Ratings E3 probe.

3.4.1.9. (1) winding temperature gauge. Remove gauge and replace with Dynamic Ratings E3 probe.

3.4.1.10. (1) drain valve. Replace drain valve with new valve supplied by Delta Star.

3.4.1.11. (1) fill valves. Replace fill valve with new valve supplied by Delta Star.

3.4.1.12. (1) sampling valve

3.4.1.13. (1) Seal-N-Panel. Replace panel with new panel supplied by Delta Star.

3.4.1.14. DETC handle

3.4.1.15. Manholes

3.4.2. Delta Star will replace (3) HV and (3) LV arresters with new arresters supplied by Delta Star. SVP will dispose of old arresters.

3.4.3. Delta Star will flush and clean cellulose insulation as required to clean, based on prior findings

3.4.4. Delta Star will pressurize unit and check for leaks. If no leaks, set up for vacuum oil fill

3.5. Oil Filling

3.5.1. Delta Star will perform Dew Point test to establish filling process

3.5.2. If needed, Delta Star will circulate 1/3 volume of oil to 65°C and hold for 1 hour and then drain oil

3.5.3. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours

3.5.4. Delta Star will conduct vacuum leak test

3.5.5. Delta Star will pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 10 hours

3.5.6. Delta Star will vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less

3.5.7. Delta Star will break vacuum and ensure oil is at proper level considering temperature

3.5.8. Delta Star will pressurize and check for leaks

3.6. Final-Testing – Delta will perform the following tests:

3.6.1. Transformer Turns Ratio (TTR)

3.6.2. Insulation Resistance – Core Ground (If accessible)

3.6.3. Insulation Resistance – Windings

3.6.4. Insulation Power Factor & Capacitance – Bushings (Hot Collar if test tap not available)

3.6.5. Insulation Power Factor & Capacitance – Windings

3.6.6. Surge Arresters – mA & Watts Loss

3.6.7. Single Phase Excitation

3.6.8. SFRA – Sweep Frequency Response Analysis (Existing DETC Tap to LTC Tap 16R)

3.6.9. Winding Resistance

3.6.10. Controls functionality testing

3.6.11. Oil Screen: DGA, Moisture, D1816-2, & Power Factor @ 100°C

3.7. SVP will perform grounding removal, LOTO removal, bushing connections, and re-energization of transformer

3.8. Delta Star will cleanup site and demobilize

4. Notes and Assumptions

4.1. Delta Star will perform all final testing in the as-found DETC tap position and all LTC taps, unless otherwise noted.

4.2. Delta Star assumes all units are PCB free. Silicon Valley Power will be required to provide recent oil reports (within the last 90 days) showing current PCB content or certifying units are PCB free.

4.3. Any delays due to the presence of epoxy requiring removal will be invoiced to City based on T&M rates. Such costs will be passed through to Customer.

4.4. Tanker rental includes up to 3 weeks of storage per transformer. Each additional day beyond 3 weeks of storage will be billed at a daily rate per tanker of $250/day

4.5. Delta Star recommends a minimum of 24-hours hold/soak period after oil filling prior to re-energization.

4.6. Any work that has not been outlined and identified in Delta Star's quotation, will be considered out-of-scope work, and additional pricing will apply and will be invoiced in accordance with Delta Star's Field Service Rate Schedule FS-1000A. Such costs will be passed through to Customer pursuant to Section III of the Agreement.

4.7. A One-Year (12-month) warranty will be included for all work performed and outlined in Delta Star's proposal and no additional warranty will be provided. Because this equipment is service-aged and not new, the warranty will be a workmanship warranty only. For clarification purposes, all services performed, and components delivered/purchased, will carry Delta Star's standard one-year workmanship warranty. For example, any items disturbed by Delta Star personnel, such as a manhole gasket, would be covered under the warranty. If the manhole leaks during the warranty period, Delta Star would be responsible for repairing it at no cost to SVP. For a component, such as replacing HV bushings but not replacing LV bushings, the warranty would only apply to the newly replaced HV bushings, as an example, and not the existing old LV bushings.

EXHIBIT B
COST ESTIMATE – AMENDED JANUARY 1, 2023

Item	Quantity	Unit	Unit Cost	Extended Cost (Rounded)	Description
1	1	Lot	$8,800.00	$8,800	Load Study performed by Delta Star
2	1	Lot	$48,790.00	$48,790	Deep Inspection performed by Delta Star to assess transformer life
3	1	Lot	$19,990.00	$19,990	Additional Services associated with Load Study and Deep Inspection (LTC Troubleshooting and Prevailing Wage Adjustment)
4	2	Each	$117,460.00	$234,920	Manpower and equipment to upgrade fans, LV line lead cables, and add single ratio CTs to two 30/40/50 MVA HK Porter Transformers to uprate to 62 MVA Performed by
5	2	Each	$815,776.00	$1,631,552	Delta Star will provide manpower and equipment to upgrade/add components and retrofit the LTC (TLH-21 to RMV-II), add Kelman DGA, add Dynamic Ratings E3 transformer monitor on two 30/40/50 MVA HK Porter Transformers. Includes pre and post testing, flush and clean cellulose insulation based on deep inspection findings.
6	80	Hours	$191.31	$15,305	SVP Senior Utility Electrician Technician
7	16	Hours	$200.82	$3,214	SVP Electric Division Manager
8	80	Hours	$171.67	$13,734	SVP Electric Utility Engineer
9	16	Hours	$193.67	$3,099	SVP Principal Electric Utility Engineer
10	12	Hours	$162.99	$1,956	SVP Electric Utility Electrician
11	12	Hours	$162.99	$1,956	SVP Electric Utility Electrician
12	12	Hours	$117.43	$1,410	SVP Electric Maintenance Worker
13	27	Hours	$150.33	$4,059	SVP Electric SCADA Senior Energy Systems Analyst
14		Percent	5%	$99,439	Contribution in Lieu (5%)
15		Percent	25%	$522,056	Contingency (25%)
				$2,610,280.00	**TOTAL**