



**City of
Santa Clara**
The Center of What's Possible



AGENDA ITEM #: 18.D

AGENDA REPORT

Date: July 11, 2017

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of an Agreement for the Performance of Services with Soudi Consultants, Inc. to Provide Protection Services for Silicon Valley Power Generation, Transmission and Distribution Systems

EXECUTIVE SUMMARY

The Santa Clara Electric Department, Silicon Valley Power (SVP) is undertaking a significant capital construction program to reinforce the electric transmission and distribution systems over the next five years. Some of these projects include adding new substations and updating protection in other transmission and sub-transmission substations, updating protection panels and relays on the Bulk Electric System (115kV/230kV), reconfiguring the transmission 60kV loops, line re-conductor, and underground transmission extensions. These projects are at various stages of the planning and design phases. This work requires specialized knowledge of SVP's system protection schemes including extensive modeling of our electric system using the Aspen Oneliner model. Soudi Consultants Inc. is a local Licensed Professional Electrical Engineering firm with extensive knowledge of SVP's system and is uniquely qualified to perform these specialized services. The City of Santa Clara's Purchasing Code allows for sole source selection based on specialized services from licensed professionals and when unique services are required.

Staff proposes to enter into an Agreement for the Performance of Services with Soudi Consultants, Inc. to provide protection engineering services for the next three years as SVP works to reinforce its electric system. A copy of the Agreement for the Performance of Services with Soudi Consultants, Inc. can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Approval of this Agreement for protection services for various projects with Soudi Consultants, Inc. will enable SVP to proceed on schedule with the design of electric distribution and transmission projects to support our customer needs and requirements.

ECONOMIC/FISCAL IMPACT

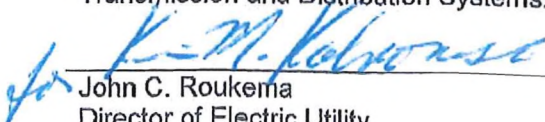
The total cost of this Agreement for the Performance of Services over a three-year period will not exceed \$985,000.00. SVP anticipates spending \$350,000.00 in the first year of this agreement, with sufficient funds available in the following Capital Improvement Project accounts:

- 591-1361-80100-2005-[A]00042-[F]35300, New Business Estimate Work (\$58,333.34)
- 591-1361-80100-2404-[A]00042-[F]35300, Install Phase Shifting Transformer at NRS (\$58,333.34)
- 591-1361-80100-2409-[A]00042-[F]35300, Substation Protection Relay (\$58,333.33)
- 591-1361-80100-2116-[A]00042-[F] 35300, De La Cruz Junction Substation 60kV (\$58,333.33)
- 591-1361-80100-2124-[A]00042-[F]35300, Transmission System Reinforcements (\$58,333.33)
- 591-1361-80100-2422-[A]00042-[F]35300, Northwestern Expansion (\$58,333.33)

It is also anticipated that other projects may arise during the first year of the agreement that will require the assignment of additional CIP project accounts and the department will provide a Work Order to Finance, approved by the Director of Electric Utility, seeking certification of funds for other projects, not to exceed \$350,000.00. The remaining two years of the Agreement for Professional Services will be subject to future appropriations through the budget process.

RECOMMENDATION

That the Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with Soudi Consultants, Inc., in an amount not to exceed \$350,000.00 for the first year of the Agreement, and a total not to exceed \$985,000.00 over the three-year term, to provide protection services for Silicon Valley Power Generation, Transmission and Distribution Systems.



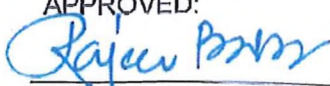
John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds:

591-1361-80100-2005	\$ 58,333.34
591-1361-80100-2404	\$ 58,333.34
591-1361-80100-2409	\$ 58,333.33
591-1361-80100-2116	\$ 58,333.33
591-1361-80100-2124	\$ 58,333.33
591-1361-80100-2422	\$ 58,333.33



Angela Kraetsch
Acting Director of Finance

APPROVED:


Rajeev Batra
City Manager

- Documents Related to this Report:
- 1) Agreement for the Performance of Services with Soudi Consultants, Inc.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SOUDI CONSULTANTS, INC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Souidi Consultants, Inc., a California corporation, with its principal place of business located at 4230 Lilac Ridge Road, San Ramon, California 94582 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). 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 professional services more fully described in this Agreement, at [Exhibit A](#), entitled “Scope of Services”; and
- 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 of the quality and type which meet objectives and requirements of City; and,
- C. 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 PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in [Exhibit A](#) entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under [Exhibit A](#) shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. 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 the Effective Date of this Agreement and terminate three (3) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. 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.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by 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. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. 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 at the rate per hour for labor and cost per unit for materials as outlined in [Exhibit B](#), entitled "SCHEDULE OF FEES."

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

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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.

14. 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.

15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. 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.

18. 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.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports 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.

20. 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 three (3) 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 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.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. 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 reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in [Exhibit C](#).

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Soudi Consultants, Inc.
4230 Lilac Ridge Road
San Ramon, California 94583
or by facsimile at (925) 964-1144

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT 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.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read [Exhibit D](#), entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute [Exhibit E](#), entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

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.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

36. PROGRESS SCHEDULE.


The Progress Schedule will be as set forth in the attached [Exhibit F](#), entitled "MILESTONE SCHEDULE" if applicable.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

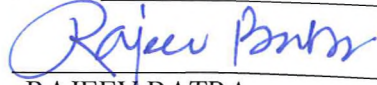


BRIAN DOYLE
Interim City Attorney

ATTEST:




ROD DIRIDON, JR.
City Clerk

Dated: 7.17.17


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

"CITY"

SOUDI CONSULTANTS, INC.
a California corporation

Date: May-26-2017
By: 

FARAJOLLAH SOUDI
Title: President
Address: 4230 Lilac Ridge Road
San Ramon, CA 94582
Telephone: (925) 964-1144

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SOUDI CONSULTANTS, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Silicon Valley Power's Protection Services for Various Projects" dated July 6, 2017, which is attached to this Exhibit A.

PROPOSAL

Silicon Valley Power's Protection Services for Various Projects

July 06, 2017

This proposal is for performance of protection services for the following projects:

1. Esperanca Substation with Three (3) New Banks
2. Serra Substation Rebuilt
3. Northwestern Substation Adding One (1) Bank with Switchgear
4. Northern Receiving Station Adding one (1) Bank
5. NRS 115kV Bus Configuration Change
6. Update ASPEN OneLiner File
7. Complete the Distribution Protection Guideline
8. Create PCA Documents for SVP 230kV and 115 kV Substations
9. Parker Substation with Two (2) New Banks
10. Freedom Junction Substation with Three (3) New Banks
11. Relay Settings and Coordination Study for New 60kV Loops Configuration
12. Engineering Support Services

1. Esperanca Substation with Three (3) New Banks:

Esperanca project proposal is for performance of: (a) Protection studies for various relay settings and coordination due to new Esperanca substation, (b) Determine setting points for new integrated 60kV lines, transformers, buses and 12kV switchgears relays, (c) Relay Settings and coordination study for both Northwest and Northeast 60kV loops which are consist of eight (8) 60kV lines and (d) Review Protection, Control and Automation (PCA) document for SVP's Esperanca Substation.

- **Esperanca Substation PCA Document Review:**

Review and provide comments for SVP issued PCA document for the Esperanca Substation. The document should include 60kV lines and buses, 69kV/12kV transformers, 12kV main, tie and feeder protection, control and automation.

- **Review Logic Diagrams and Relay setting templates for Esperanca Substation:**

Review Logic Diagrams and SEL relay setting templates for all new relays which includes: SEL311L, SEL587Z, SEL387E, SEL487E, SEL451 (Main, Tie and Feeder) and SEL751A relays for consistencies with PCA requirements.

- **Esperanca Substation ASPEN Model:**

Check the new Esperanca transformers nameplates and update the ASPEN OneLiner to include the new transformers data.

- **Esperanca Substation Relay Settings and Coordination Study:**

Relay settings and coordination study for three transformers at Esperanca substation. Each transformer is protected by two relays: SEL487E and SEL387E. Both relays will provide transformer differential protection and high side and low side overcurrent protections.

Relay setting and coordination studies for six (6) low side main breakers using SEL451 and SEL751A relays.

Relay setting and coordination studies for all 12kV tie breakers and distribution feeders using SEL451 and SEL751A relays.

Relay settings for twelve (12) bus differential relays (SEL587Z).

Relay settings and coordination study for two (2) 60kV breakers Line Differential relays (SEL311L).

- **Northwest and Northeast Loops Relay Settings and Coordination Study:**

Relay settings and coordination study for both Northwest and Northeast loops with total of eight (8) two terminal lines (16 breakers) and check coordination with Esperanca breakers located at NRS substation.

Northwest Loop: NRS CB522 – Mission CB62, Mission CB12 – Juliette CB12, Juliette CB32 – Central CB12 and Central CB32 – SRS CB982

Northwest Loop: NRS CB662 – Agnew CB12, Agnew CB32 – Norman CB12, Norman CB22 – Palm CB12 and Palm CB42 – KRS CB602

The estimated total cost for Task #1 is \$86,500.

2. Serra Substation Rebuild:

Serra project proposal is for performance of: (a) Protection studies for various relay settings and coordination due to Serra substation rebuild, (b) Determine setting points for new integrated

60kV lines, transformers, buses and 12kV switchgears relays, (c) Relay Settings and coordination study for the South 60kV loop which is consist of seven (7) 60kV lines and (d) Review Protection, Control and Automation (PCA) document for SVP's Serra Substation.

- **Serra Substation PCA Document Review:**

Review and provide comments for SVP issued PCA document for the Serra Substation. The document should include 60kV lines and buses, 69kV/12kV transformers, 12kV main, tie and feeder protection, control and automation.

- **Review Logic Diagrams and Relay setting templates for Serra Substation:**

Review Logic Diagrams and SEL relay setting templates for all new relays which includes: SEL311L, SEL587Z, SEL387E, SEL487E, SEL451 (Main, Tie and Feeder) and SEL751A relays for consistencies with PCA requirements.

- **Serra Substation ASPEN Model:**

Check the new Serra transformer nameplate and update the ASPEN OneLiner to include the new transformer data.

- **Serra Substation Relay Settings and Coordination Study:**

Relay settings and coordination study for two transformers at Serra substation. Each transformer is protected by two relays: SEL487E and SEL387E. Both relays will provide transformer differential protection and high side and low side overcurrent protections.

Relay setting and coordination studies for low side main breakers using SEL451 and SEL751A relays.

Relay setting and coordination studies for the 12kV tie breakers and distribution feeders using SEL451 and SEL751A relays.

Relay settings for 12kV bus differential relays (SEL587Z).

Relay settings and coordination study for two (2) 60kV breakers Line Differential relays (SEL311L).

- **South Loop Relay Settings and Coordination Study:**

Relay settings and coordination study for the 60kV South loop consists of seven (7) two-terminal lines (14 breakers).

South Loop: KRS CB612 – CCA Loop Jct. CB12, CCA Loop Jct. CB22 – Mathew CB12, Mathew CB42 – De La Cruz CB42, De La Cruz CB12 – Brokaw CB12, Brokaw CB42 – Serra CB12, Serra CB32 – Homestead CB32 and Homestead CB12 – SRS CB862.

The estimated total cost for Task #2 is \$74,500.

3. Northwestern Substation:

Northwestern project proposal is for performance of: (a) Protection studies for various relay settings and coordination due to new transformer and switchgear at Northwestern substation, (b) Determine setting points for new integrated 60kV lines, transformers, buses and 12kV switchgears relays, (c) Relay Settings and coordination study for the Central 60kV loop which is consist of seven (7) 60kV lines and (d) Review Protection, Control and Automation (PCA) document for SVP's Northwestern Substation created by SVP Engineer.

- **Northwestern Substation PCA Document Review:**

Review and provide comments for SVP issued PCA document for the Northwestern Substation. The document should include 60kV lines and buses, 69kV/12kV transformers, 12kV main, tie and feeder protection, control and automation.

- **Review Logic Diagrams and Relay setting templates for Northwestern Substation:**

Review Logic Diagrams and SEL relay setting templates for all new relays which includes: SEL311L, SEL587Z, SEL387E, SEL487E, SEL451 (Main, Tie and Feeder) and SEL751A relays for consistencies with PCA requirements.

- **Northwestern Substation ASPEN Model:**

Check the new Northwestern transformer nameplate and update the ASPEN OneLiner to include the new transformer data.

- **Northwestern Substation Relay Settings and Coordination Study:**

Relay settings and coordination study for three transformers at Northwestern substation. Each transformer is protected by two relays: SEL487E and SEL387E. Both relays will provide transformer differential protection and high side and low side overcurrent protections.

Relay setting and coordination studies for low side main breakers using SEL451 and SEL751A relays.

Relay setting and coordination studies for the 12kV tie breakers and distribution feeders using SEL451 and SEL751A relays.

Relay settings for 12kV bus differential relays (SEL587Z).

Relay settings and coordination study for two (2) 60kV breakers Line Differential relays (SEL311L).

- **Central Loop Relay Settings and Coordination Study:**

Relay settings and coordination study for the 60kV Central loop consists of seven (7) two-terminal lines (14 breakers).

Central Loop: KRS CB662 – Fiberglas CB42, Fiberglas CB12 – Walsh CB12, Walsh CB32 - Uranium CB12, Uranium CB42 – Zeno CB12, Zeno CB32 – Northwestern CB42, Northwestern CB12 – Fairview CB12, Fairview CB42 - SRS CB572.

The estimated total cost for Task #3 is \$68,500.

4. Northern Receiving Station Installing 115kV/60kV Bank:

Provide protection related support for installing additional 115kV/60kV transformer at NRS substation. The following services will be provided for this project:

- **Protection related support for Installing Additional 115kV/60kV Transformer:**
 1. Provide consulting support for the new transformer protection and impacted bus and line protection.
 2. Update the ASPEN OneLiner file.
 3. Reviewing the proposed protection scheme
 4. Relay settings study for transformer relays and coordination check with upstream and downstream devices.
- **Relay settings and coordination study for the following SVP 115kV system:**
 1. Relay settings and coordination study for 115kV transmission lines connected to SVP NRS, SRS and KRS substations. There nine (9) 115kV lines are: NRS – Newark #1, NRS – Newark #2, NRS – Nortech, NRS – SRS #1, NRS – SRS #2, SRS – Duane, KRS – Duane, KRS – FMC and KRS – Newark.
 2. Check relay setting coordination for 230kV/115kV transformer.
 3. Relay Setting and coordination study for the new NRS bus configuration.
 4. Relay Setting and coordination with adjacent PG&E substations.
- **Relay settings and coordination study for the following SVP 60kV system:**

1. East Loop 60kV with two (2) two-terminal lines with four (4) breakers.
2. Northeast Loop 60kV with four (4) two-terminal lines with eight (8) breakers.
3. Northwest Loop 60kV with four (4) two-terminal lines with eight (8) breakers.
4. Central Loop 60kV with seven (7) two-terminal lines with fourteen (14) breakers.
5. South Loop 60kV with seven (7) two-terminal lines with fourteen (14) breakers.
6. Gianera 60kV with two (2) two-terminal lines with four (4) breakers.
7. Six (6) 115kV/60kV transformers at NRS, SRS and KRS.
8. Four (4) substitute breakers at NRS, SRS and KRS.

The estimated total cost for Task #4 is \$128,500.

5. Northern Receiving 115kV Bus Re-Configuration:

Provide protection related support for the NRS 115kV bus reconfiguration and perform relay settings and coordination study for Silicon Valley 115kV and 230kV transmission area. The following services will be provided for this project:

- **Protection related support for NRS 115kV bus reconfiguration:**
 1. Protection related consulting support for the proposed NRS bus reconfiguration.
 2. Consulting support for protection scheme of impacted 115kV lines and transformers.
- **Relay settings and coordination study for the following SVP 230kV/115kV system:**
 1. Relay settings and coordination study for 115kV transmission lines connected to SVP NRS, SRS and KRS substations. There nine (9) 115kV lines are: NRS – Newark #1, NRS – Newark #2, NRS – Nortech, NRS – SRS #1, NRS – SRS #2, SRS – Duane, KRS – Duane, KRS – FMC and KRS – Newark.
 2. Check relay setting coordination for 230kV/115kV transformers, the phase shifting transformer and NRS - SSS 230kV line. The coordination study will include some of the PG&E 230kV lines and transformers at Los Esteros, LTL Newark and Metcalf substations.
 3. Relay Setting and coordination study for the new NRS bus configuration.
 4. Relay Setting and coordination with adjacent PG&E substations.

The estimated total cost for Task #5 is \$88,500.

6. Update ASPEN OneLiner File:

Update the ASPEN OneLiner file and perform complete SVP transmission system relay settings and coordination study.

- **Update ASPEN OneLiner file:**

Calculate all SVP transmission line impedance using the ASPN Line Constant program and update the ASPEN OneLiner File.

Use the latest PG&E ASPEN OneLiner files to update applicable transmission/transformer data and system equivalent.

- **Relay settings and coordination study for the following SVP 60kV system as currently configured:**

1. East Loop 60kV with two (2) two-terminal lines with four (4) breakers.
2. Northeast Loop 60kV with four (4) two-terminal lines with eight (8) breakers.
3. Northwest Loop 60kV with four (4) two-terminal lines with eight (8) breakers.
4. Central Loop 60kV with seven (7) two-terminal lines with fourteen (14) breakers.
5. South Loop 60kV with seven (7) two-terminal lines with fourteen (14) breakers.
6. Gianera 60kV with two (2) two-terminal lines with four (4) breakers.
7. Six (6) 115kV/60kV transformers at NRS, SRS and KRS.
8. Four (4) substitute breakers at NRS, SRS and KRS.

The estimated total cost for Task #6 is \$148,500.

7. Work with SVP Protection Engineers to Complete Distribution Protection Guideline and Create Training Program:

Assist SVP Protection Engineers in completing the Distribution Protection Guideline for assisting SVP Distribution Engineers to plan, design and install effective and uniform distribution protection in order to maintain a safe and reliable distribution protective system.

- Revise the existing draft document based on comments and recommendations from SVP Engineers.
- Add/revise latest SVP distribution protection practices and criteria. This will also include changes in the industry practices.
- Include Exhibits hand calculation of the short circuit study.

- Create documentation for CT application and characteristics including CT saturation calculation.
- Relay setting guideline for SEL351, SEL451 and SEL501. These guidelines will discuss all elements within these relays that require settings and criteria how to set these elements.
- Conduct training for the SVP Trainer

The estimated total cost for Task #7 is \$54,000.

8. Create PCA Documents for 230kV and 115kV Substations:

- Create Protection, Control and Automation PCA document for SVP 115kV Northern Receiving Station based on similar SVP's existing PCA's format. NRS 115kV substation consists of two (2) 115kV/60 kV transformers, one (1) 230kV/115kV transformer, two (2) substitute breakers, one (1) bus tie breaker and five (5) 115kV line breakers (NRS-Newark #1, NRS-SRS #1, NRS-SRS #2, NRS-Newark#2 and NRS-Nortech). NRS 115kV bus configuration consists of two main buses and two transfer buses.
- Create Protection, Control and Automation PCA document for SVP 230kV Northern Receiving Station based on similar SVP's existing PCA's format. NRS 230kV substation consists of one (1) 230kV/115kV transformer, two (2) buses and one (1) 230kV line (NRS-SSS). NRS 230kV substation configuration is Double Bus - Double Breaker.
- Create Protection, Control and Automation (PCA) documents for 230kV SVP Switching Station based on similar SVP's existing PCA's format. SSS 230kV substation consists of one (1) 230kV Phase Shifting Transformer, and one (1) 230kV line (NRS-SSS). There are four (4) 230kV breakers that two breakers are connected to the PG&E buses and two breakers are used to protect the line with the PST in service or bypassed.

The estimated total cost for Task #8 is \$82,000.

9. Parker Substation with Two (2) New Banks:

Parker project proposal is for performance of: (a) Protection studies for various relay settings and coordination due to new Parker substation, (b) Determine setting points for new integrated 60kV lines, transformers, buses and 12kV switchgears relays, (c) Relay Settings and coordination

study for South 60kV loops which is consist of eight (8) 60kV lines and (d) Review Protection, Control and Automation (PCA) document for SVP's Parker Substation.

- **Parker Substation PCA Document Review:**

Review and provide comments for SVP issued PCA document for the Parker Substation. The document should include 60kV lines and buses, 69kV/12kV transformers, 12kV main, tie and feeder protection, control and automation.

- **Review Logic Diagrams and Relay setting templates for Parker Substation:**

Review Logic Diagrams and SEL relay setting templates for all new relays which includes: SEL311L, SEL587Z, SEL387E, SEL487E, SEL451 (Main, Tie and Feeder) and SEL751A relays for consistencies with PCA requirements.

- **Parker Substation ASPEN Model:**

Check the new Parker transformers nameplates and update the ASPEN OneLiner to include the new transformers data.

- **Parker Substation Relay Settings and Coordination Study:**

Relay settings and coordination study for three transformers at Parker substation. Each transformer is protected by two relays: SEL487E and SEL387E. Both relays will provide transformer differential protection and high side and low side overcurrent protections.

Relay setting and coordination studies for low side main breakers using SEL451 and SEL751A relays.

Relay setting and coordination studies for all 12kV tie breakers and distribution feeders using SEL451 and SEL751A relays.

Relay settings for all 12kV bus differential relays (SEL587Z).

Relay settings and coordination study for two (2) 60kV breakers Line Differential relays (SEL311L).

- **South Loops Relay Settings and Coordination Study:**

South Loop: KRS CB612 – CCA Loop Jct. CB12, CCA Loop Jct. CB22 – Mathew CB12, Mathew CB42 – Parker CB1, Parker CB2, De La Cruz CB42, De La Cruz CB12 – Brokaw CB12, Brokaw CB42 – Serra CB12, Serra CB32 – Homestead CB32 and Homestead CB12 – SRS CB862.

The estimated total cost for Task #9 is \$74,500.

10. Freedom Junction Substation with Three (3) New Banks:

Freedom Junction project proposal is for performance of: (a) Protection studies for various relay settings and coordination due to new Freedom Junction substation, (b) Determine setting points for new integrated 60kV lines, transformers, buses and 12kV switchgears relays, (c) Relay Settings and coordination study for Northeast 60kV loops which is consist of Five (5) 60kV lines and (d) Review Protection, Control and Automation (PCA) document for SVP's Freedom Junction Substation.

• **Freedom Junction Substation PCA Document Review:**

Review and provide comments for SVP issued PCA document for the Freedom Junction Substation. The document should include 60kV lines and buses, 69kV/12kV transformers, 12kV main, tie and feeder protection, control and automation.

• **Review Logic Diagrams and Relay setting templates for Freedom Junction Substation:**

Review Logic Diagrams and SEL relay setting templates for all new relays which includes: SEL311L, SEL587Z, SEL387E, SEL487E, SEL451 (Main, Tie and Feeder) and SEL751A relays for consistencies with PCA requirements.

• **Freedom Junction Substation ASPEN Model:**

Check the new Freedom Junction transformers nameplates and update the ASPEN OneLiner to include the new transformers data.

• **Freedom Junction Substation Relay Settings and Coordination Study:**

Relay settings and coordination study for three transformers at Freedom Junction substation. Each transformer is protected by two relays: SEL487E and SEL387E. Both relays will provide transformer differential protection and high side and low side overcurrent protections.

Relay setting and coordination studies for all low side main breakers using SEL451 and SEL751A relays.

Relay setting and coordination studies for all 12kV tie breakers and distribution feeders using SEL451 and SEL751A relays.

Relay settings for all bus differential relays (SEL587Z).

Relay settings and coordination study for two (2) 60kV breakers Line Differential relays (SEL311L).

• **Northeast Loops Relay Settings and Coordination Study:**

Relay settings and coordination study for the 60kV Northeast loop consists of five (5) two-terminal lines (10 breakers).

Northeast Loop: KRS CB602 – Palm CB42, Palm CB12 – Norman CB22, Norman CB12 - Freedom Jct. CB1 – Freedom Jct. CB2 - Agnew CB32 and Agnew CB12 – NRS CB662.

The estimated total cost for Task #10 is \$86,500.

11. Relay Settings and Coordination Study for New 60kV Loops Configuration:

Relay setting and coordination study for 60kV loops based on the new proposed configurations based.

• **Northwest Loop Relay Settings and Coordination Study:**

Relay settings and coordination study for 60kV Northwest loop consists of five (5) two terminal lines (10 breakers). NRS CB522 – Mission CB62, Mission CB12 – Vantage CB1, Vantage CB2 - Juliette CB12, Juliette CB32 – Central CB12 and Central CB32 – SRS CB982

• **Northeast Loops Relay Settings and Coordination Study:**

Relay settings and coordination study for the 60kV Northeast loop consists of five (5) two-terminal lines (10 breakers). KRS CB602 - Palm CB42, Palm CB12 - Norman CB22, Norman CB12 - Freedom Junction CB1, Freedom Junction CB2 - Agnew CB32 and Agnew CB12 - NRS CB662.

• **South Loops Relay Settings and Coordination Study:**

Relay settings and coordination study for the 60kV South loop consists of five (5) two-terminal lines (10 breakers). KRS CB612 – CCA Loop Jct. CB12, CCA Loop Jct. CB22 –Brokaw CB12, Brokaw CB42 – Serra CB12, Serra CB32 – Homestead CB32 and Homestead CB12 – SRS CB862.

• **Central Loop Relay Settings and Coordination Study:**

Relay settings and coordination study for the 60kV Central loop consists of five (5) two-terminal lines (10 breakers). KRS CB662 –Uranium CB12, Uranium CB42 – Zeno CB12, Zeno CB32 – Northwestern CB42, Northwestern CB12 – Fairview CB12, Fairview CB42 - SRS CB572.

• **East Loop Relay Settings and Coordination Study**

Relay settings and coordination study for the 60kV East loop consists of five (5) two-terminal lines (10 breakers). KRS CB692 – Parker CB1, Parker CB2 – Mathew CB12, Mathew CB42 – Walsh CB12, Walsh CB32 - Fiberglas CB42, Fiberglas CB12 – Kenneth CB12, Kenneth CB32 - SRS CB922.

The estimated total cost for Task #11 is \$78,000.

12. Engineering Support Service:

Provide various protection related consulting services and support for generation, transmission and distribution protection. Some of these services can be on the following areas:

- Application of Protection Schemes
- Relay and Coordination Setting Guidelines
- Designing Protection Schemes
- Operation of the Protection and Control System
- Creating Protection Guidelines
- Developing Various Protection Documents

The estimated total cost for Task #12 is \$15,000.

The estimated total cost for all twelve (12) tasks is \$985,000

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed nine hundred eighty-five thousand dollars and zero cents (\$985,000.00), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE COVERAGE 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.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in [Exhibit D](#). I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

SOUDI CONSULTANTS, INC.
a California corporation

By: 
Signature of Authorized Person or Representative

Name: FARAJOLLAH SOUDI

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

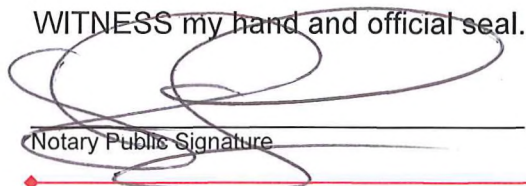
County of SANTA CLARA }

On May 26, 2017 before me, RIC LOUIE, Notary Public,
(Here insert name and title of the officer)

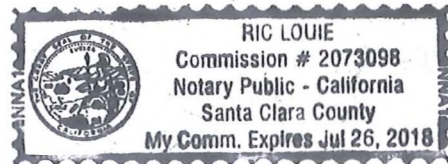
personally appeared FARAJOLLAH SOUDI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Public Signature)



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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SOUDI CONSULTANTS, INC.**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)