

**ESPERANÇA SUBSTATION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
RELATED SANTA CLARA, LLC**

PREAMBLE

This Esperança Substation Agreement ("Agreement") is made and entered into on this ____ day of _____, 2019 ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Related Santa Clara, LLC, a Delaware limited liability company ("Customer"). The City and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

RECITALS

- A. The City of Santa Clara owns and operates a municipal electric utility, doing business as Silicon Valley Power ("SVP"). City and Customer have entered into a Development Agreement in which City has agreed to provide new electric capacity and power transmission facilities to Customer for its development known as "City Place", the location of which is shown on Exhibit A attached hereto and incorporated herein;
- B. City has determined that it will build a new electric distribution substation with a capacity of 60 MVA to be known as the Esperança Substation ("Substation Facilities") to fulfill its obligations to Customer. Customer and City have determined that 27 MVA of the total capacity will be allocated to Customer;
- C. The purpose of this Agreement is to set forth the mutual obligations of the parties with respect to supplying Customer with initial interim electric power and then with permanent capacity and transmission infrastructure for City Place.

Therefore, in consideration of the foregoing, the Parties agree as follows:

AGREEMENT PROVISIONS

1. PROJECT OVERVIEW

The buildout of City Place is expected to occur over several decades and will occur in several phases. Customer will require an initial electric power capacity of 9 MVA that SVP will supply prior to completion of the Substation Facilities ("Interim Phase"). "Capacity" as used in this Agreement is defined as the amount of energy that can be received for Customer's use.

City and Customer have agreed that Customer will fund the development and construction of the Substation Facilities ("Substation Development Phase") to serve City Place at 5155 Stars and Stripes Drive in Santa Clara, California, ("Premises"), the location of which is generally shown in Exhibit A.

In the course of the development of City Place, City and Customer will finalize interconnection points, distribution through the project, and ancillary facilities necessary for supplying electrical power within the project ("Connection Phase").

The estimated locations of the interconnection points on the Premises will be developed based on the proposed locations of individual transformers. The layout of and requirements for these interconnection points is subject to change over time; provided that the interconnection points shall be complete and agreed upon by the Parties prior to commencement of any construction on the Substation Facilities.

The beginning and the ends of these successive phases may overlap. The respective responsibilities and obligations of the City and Customer for each of these phases are more particularly described below.

2. INTERIM PHASE

A. SVP OBLIGATIONS

To enable Customer to begin construction and operate without interruption until the Substation Facilities are fully constructed and begin operation, SVP shall use its best efforts to deliver 9 MVA of interim capacity of "Electric Service" as defined in SVP Rules and Regulations No. 1 at locations to be identified in Customer's proposed Phase 1 construction plans ("Interim Service"). Interim Service will be provided from two (2) 12 kV distribution feeders.

The Interim Service shall be provided 12 months after Customer provides its written request for the Interim Service to SVP. In the event that the Customer requests changes to the interconnection point after the written request, this may extend the 12 month timeline on a day for day basis. The 9 MVA of Interim Service will be split into two 4.5 MVA segments to be provided to Customer at or near the locations set forth in the Interim Service diagram attached as Exhibit C.

B. CUSTOMER OBLIGATIONS

Customer shall provide a written request for Interim Service that shall contain the following information: site address, capacity requested, service voltage, point of interconnection, load schedule, and requested energization date.

Customer shall pay, 30 days prior to the energization of the Interim Service, a non-refundable "Load Development Fee" as shown in Exhibit B.

3. SUBSTATION DEVELOPMENT PHASE

A. SVP OBLIGATIONS

SVP will provide 27 MVA of capacity for Customer's use (the "27 MVA Capacity"), such capacity amount to be confirmed and finalized by the parties through the design and due diligence process, to the Premises, upon completion of, and served by, the Substation Facilities.

The 27 MVA Capacity will be made available to the Customer from the Substation Facilities and connected to the Premises through existing electric utility infrastructure.

SVP will use commercially reasonable efforts to design, procure, construct, test, and commission the Substation Facilities to be able to deliver the 27 MVA Capacity (inclusive of any Interim Service that is transferred to the Substation Facilities) at 12 kV.

SVP shall use commercially reasonable efforts to complete and operate the Substation Facilities to serve the load associated with the construction of City Place within thirty (30) months after the Effective Date of this Agreement, subject to the following terms:

1. SVP shall own, design, construct, operate, and maintain, and pay for all costs directly incurred by SVP that are related to, the Substation Facilities.
2. SVP shall work with Customer to transfer from Interim Service to the new Substation Facilities within three (3) months after completion of the Substation Facilities.
3. Upon completion of the Substation Facilities, SVP shall provide the 27 MVA Capacity (inclusive of any Interim Service that is transferred to the Substation Facilities). Such capacity shall include primary and, as necessary, secondary, services to the Premises. SVP shall make available the 27 MVA Capacity for Customer's use for 25 years (the "Reservation Period") from the completion date of the Substation Facilities. Any force majeure event, as described in Section 6 will extend this Reservation Period on a day for day basis during the entire period of the force majeure event.
4. SVP shall be responsible, at its sole cost, for all ancillary improvements including landscaping, if any, that may be required on or near the Substation Facilities.
5. SVP shall keep Customer informed on a regular ongoing basis as to the costs it is incurring to design and construct the Substation Facilities, including periodic updates to Exhibit B as appropriate. Once preliminary engineering review is complete, SVP will provide Customer with a detailed estimate of project cost to fully complete the Substation Facilities. SVP shall provide Customer with reasonable access to SVP's books and records that substantiate any costs SVP proposes to bill to Customer related to the Substation Facilities.

B. CUSTOMER OBLIGATIONS

The design and due diligence process begins with the Customer providing a detailed electric service site plan from which SVP will prepare an electric utility distribution design layout for the Premises. This design layout will become the basis for the detailed design for the electric utility substructures on the Premises.

Customer shall pay City its pro rated share (42.9%) of the labor, material and other related costs associated with the design, procurement, construction, testing, and commissioning of the Substation Facilities per the Payment Milestones in Exhibit B.

Customer shall pay the City for SVP's actual costs per Payment Milestones set forth in Exhibit B. Invoiced costs by SVP shall be due within thirty (30) days of receipt of invoice. Invoices from SVP shall describe in detail the allocation of costs to Customer for its pro rata share of Substation Facilities capacity.

If Customer desires to use 27 MVA Capacity, Customer must pay a "Load Development Fee" in the amount set forth in Exhibit B. Customer will receive a credit to the Load Development Fees for the amount of Interim Service capacity already provided to the Premises. The Load Development Fee will be payable 30 days prior to the energization of the additional Electric Service.

To the extent Customer requests additional capacity above the 27 MVA Capacity, the costs of any such additional capacity shall also be determined on a pro rata basis based on the overall 60 MVA capacity of the Substation Facilities.

4. CONNECTION PHASE

A. SVP OBLIGATIONS

SVP will work with Customer to create a functional set of electric substructure construction drawings for City Place. These drawings will conform to SVP requirements and design guides. SVP shall give final approval of these drawings prior to Customer's installation of substructures.

SVP will prepare an electric utility distribution design layout for City Place. This design layout will become the basis for the detailed design for the substructures for City Place.

Any substructures that are proposed to be installed in City Place that do not conform with existing SVP Underground Design and Construction standard documents may require a Special Facilities Agreement to be properly executed prior to SVP accepting the final drawings. SVP will inform Customer as soon as reasonably possible to the extent a Special Facilities Agreement will be required.

As detailed in SVP's UG 1000, the Inspector will meet with the Customer, upon a minimum of 24 hours advance notification, before Customer commences installation of any substructures, items of construction or installation of material in order to permit SVP to confirm that the substructure materials and workmanship are consistent with the final approved drawings. SVP's inspector shall inspect installed substructures prior to Customer backfilling or otherwise covering the substructures.

Upon completion of electric substructures to SVP's satisfaction, SVP shall accept the work. SVP shall furnish and install all cable, switches, street lighting poles, luminaires, transformers, meters and other equipment that it deems necessary for supplying electric power to the Customer and consistent with prudent utility practices.

All electrical equipment, installed by SVP upon the Premises for the purpose of, but not limited to, delivery and metering of Customer's Electric Service, shall continue to be the property of SVP. SVP shall own, operate, and maintain the electric utility facilities on the Premises at its sole cost and expense, in accordance with the SVP Rules and Regulations as they may be updated. Any service by SVP to other retail customers using the Substation Facilities shall not adversely affect service by SVP to Customer.

B. CUSTOMER OBLIGATIONS

Customer shall install all electric substructures in City Place, in accordance with current Santa Clara City Code ("SCCC") Section 17.15.210, which states: "The Developer shall provide the City, in accordance with then current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communications systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his/her cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City." For purposes of this Agreement, Customer is the "Developer", and Customer is responsible for all duties assigned to "Developer" under SCCC Section 17.15.210. Customer is responsible for meeting all typical City standard requirements for the design, construction, and dedication of Public Infrastructure, including but not limited to providing all appropriate bonds and warranties.

SVP and Customer will negotiate and prepare one or more easement agreements providing for certain limited easements on the Premises, as may be required by SVP, to install any necessary distribution facilities;

5. NON-INTERFERENCE

Neither party nor any of its agents or contractors shall perform any work relating to the Interim Service, the Substation Facilities, or City Place in a manner which unreasonably interferes with the other party's work or property. City and Customer and each of their respective agents and contractors shall use their best efforts to minimize disruption to each other. Without limiting the generality of the foregoing, each party shall consult in good faith with the other regarding the manner in which work will be performed.

6. FORCE MAJEURE

Neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" as used in this Agreement, shall mean any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore. Such Uncontrollable Force includes: war; acts of terrorism; insurrection; strikes or lock-outs not caused by, or outside the reasonable control of, the Party claiming an extension; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics;

quarantine restrictions; freight embargoes; lack of transportation not caused by, or outside the reasonable control of, the Party claiming an extension; governmental restrictions or priority; environmental conditions existing or discovered on or affecting City Place or any portion thereof, including those resulting from the investigation or remediation of such conditions; litigation that enjoins construction or other work on City Place or any portion thereof, causes a lender to refuse to fund a loan or to accelerate payment on a loan, or would cause a reasonably prudent developer either to forbear from commencing construction or other work on City Place or any phase or portion thereof or to suspend construction or other work; disruptions in the public or private financing markets that delay or materially increase the cost of public or private financing for the Project; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; moratorium, as defined in California Government Code Section 66452.6(f); litigation, ballot measures or referenda challenging the City of Santa Clara's or another regulatory body's approval of City Place (or any part thereof); the inability to obtain on a timely basis other approvals required for commencement and completion of the improvements contemplated for City Place (assuming that Customer is using commercially reasonable efforts to obtain such approvals); actions or inquiries by a federal, state, local and/or regional governmental or quasi-governmental body or authority including departments, agencies, boards, or councils, or any political subdivision, public corporation, district or other political or public entity or department thereof having or exercising jurisdiction over the City of Santa Clara, the Customer or City Place, or such portions thereof as the context indicates, that results in a delay; the occurrence of landfill or other construction cost premiums that render development of a parcel or portion thereof commercially uneconomic; delays caused by the City of Santa Clara's inability to comply with its obligations regarding title under its Disposition and Development Agreement with the Customer; and a Materially Adverse Economic Condition that means (i) with respect to office product, that the Class A Office vacancy as published in the Cushman & Wakefield's Marketbeat Office Snapshot-Silicon Valley (or such successor or comparable publication reasonably approved by each of the Parties) is fifteen percent (15%) or higher; and (ii) with respect to retail product, that the comparable vacancy rate is more than ten percent (10%) at Valley Fair Shopping Center and/or Stanford Shopping Center (except that if the vacancy rate is more than ten percent (10%) at only one of those two centers because of circumstances unrelated to market forces, such as bankruptcy, foreclosure or substantial renovation, then such vacancy rate would be required at both centers).

No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices, or due to unreasonable delay by the Party claiming or seeking to claim relief from liability. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

Customer and City each bind itself, its successors, and assigns, to all of its respective covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, by either Party without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed; any such assignment shall not relieve the assignor from any of its obligations under this Agreement. Notwithstanding the foregoing, and without any prior consent of City, Customer shall have the right to assign this Agreement to an affiliate or successor of Customer.

8. NO THIRD PARTY BENEFICIARY

Except permitted assignees per Section 5 above, 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.

9. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Customer agrees to protect, defend, hold harmless and indemnify the City, its Directors, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which the City shall become legally liable arising from Customer's gross negligence or willful misconduct with respect to or in any way connected with its performance under this Agreement.

To the extent permitted by law, City agrees to protect, defend, hold harmless and indemnify Customer and its affiliates and their directors, officers, employees, and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which Customer shall become legally liable arising from SVP and the City of Santa Clara's gross negligence or willful misconduct with respect to or in any way connected with its performance under this Agreement.

10. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated as an Amendment to this Agreement.

11. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the other provisions which shall remain in full force and effect.

12. WAIVER

Waiver by either Party of any provision of this Agreement shall not be construed as waiver(s) of any other provision of this Agreement.

13. NOTICES

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

Chief Electric Utility Officer
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
And by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Customer addressed as follows:

c/o The Related Companies, L.P.
60 Columbus Circle
New York, New York 10023
Attn: Chief Legal Officer
Email:

and

Related Santa Clara, LLC
5201 Great America Parkway
Techmart Center, Suite 532
Santa Clara, California 95054
Attn: Legal Officer
Email:

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

14. 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.

15. 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.

16. COMPLIANCE WITH LAWS

The Parties shall comply with all laws, ordinances, codes and regulations of the federal, state and local governments applicable to their respective obligations and activities contemplated by this Agreement, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Customer'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 Customer has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

17. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between the Parties 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. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation or mediation that 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, regardless of the outcome of the litigation.

18. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with other entities or individuals.

19. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE

For purposes of this Agreement, the term "default" shall mean the failure of any Party to perform any material obligation in the time and manner provided by this Agreement. Either Party may terminate this Agreement in the event of a default by the other Party by providing a written Notice of Termination to the defaulting Party. Such Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. Such Notice of Termination for cause shall include a statement by the terminating Party setting forth grounds for determination of default under the Agreement.

B. OPPORTUNITY TO CURE DEFAULT

Upon receipt of a Notice of Termination by a Party arising from its default under this Agreement, the defaulting Party shall have thirty (30) days from the receipt of such notice to cure the default by making such payment or performing the required obligation (or additional time, if any that is reasonably necessary to promptly and diligently cure the default). If the default is cured to the reasonable, mutual satisfaction of the Parties, the Agreement shall remain in effect upon written acceptance of the cure by the Party who issued the Notice of Termination for cause.

C. TERMINATION WITHOUT CAUSE

At any time, Customer may elect to terminate construction of the Substation Facilities upon delivery of thirty (30) days written notice thereof to SVP. If Customer chooses to terminate construction of the Substation Facilities, Customer will reimburse any and all SVP expenses, termination fees, and cancellation fees reasonably incurred by SVP related to the Substation Facilities prior to the expiration of such 30-day notice period; provided that SVP will use its best efforts to minimize any such costs incurred after it receives notice of termination.

20. 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.

21. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement and its Exhibits embody the entire agreement between the Parties regarding the subject matter of this Agreement. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of the City shall affect or modify any of the terms in or obligations created by this Agreement.

(continued on page 12 of 15)

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

Dated: _____

BRIAN DOYLE
City Attorney

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

"CITY"

RELATED SANTA CLARA, LLC.
a Delaware limited liability company

Dated: 11/7/19

By (Signature): [Signature]

Name: Stephen Eimer

Title: EVP

"CUSTOMER"

EXHIBIT A

Parcel Map

(as excerpted from the original Development Agreement Exhibit B signed between Customer and the City on August 12, 2016)

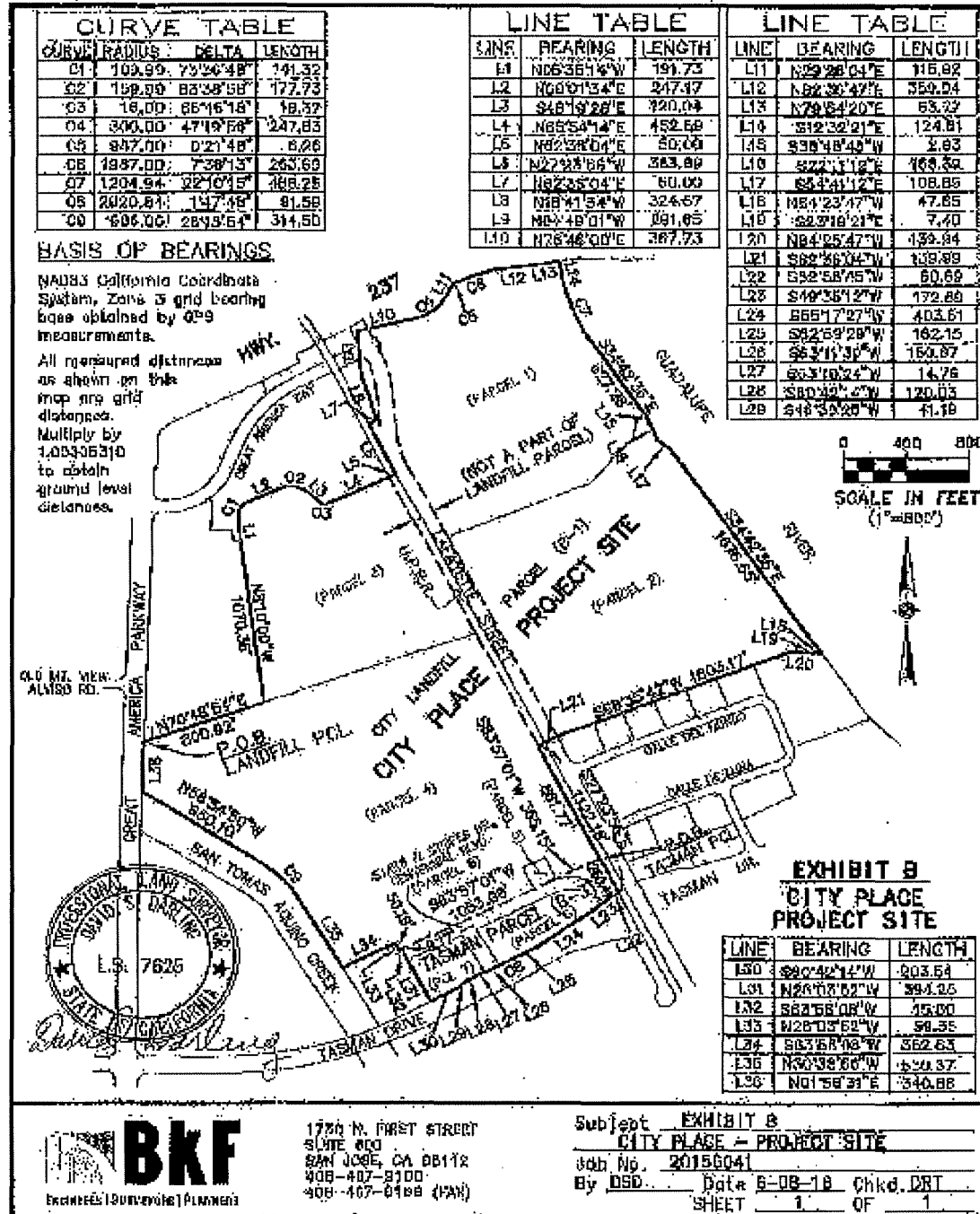


EXHIBIT B
Payment Terms

Payment Rates

Load Development Fee is \$111.73 / kVA in effect until August 12, 2023 per the Development Agreement. After this date, the Load Development Fee will be based on the current published fee in the Municipal Fee Schedule.

Payment Schedule

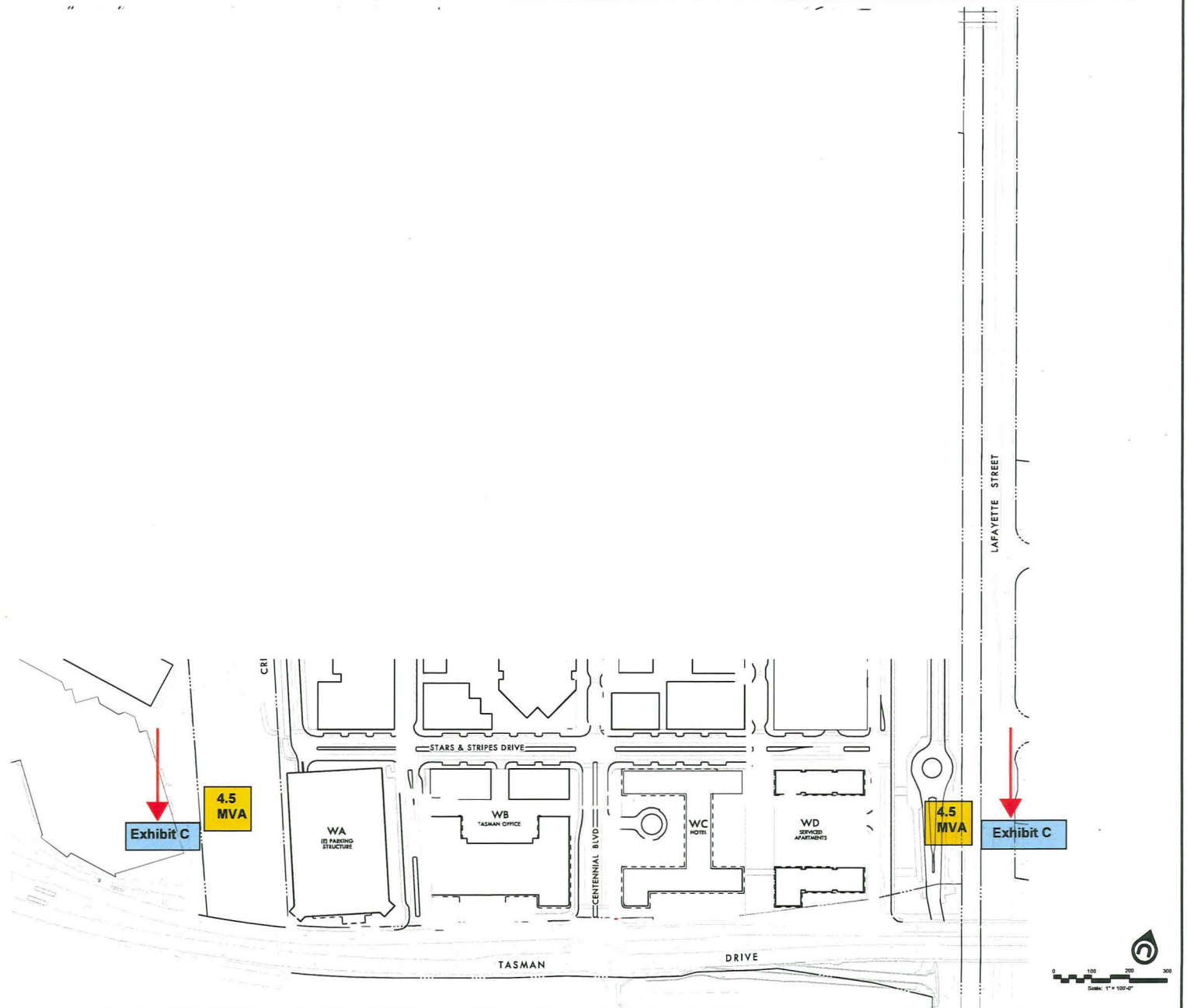
Milestone	SVP Invoice Date (payment due 30 days after invoicing)	Amount
1	30 Days following City Council Approval of Agreement	\$965,250
2	30 Days following City Council Approval of Procurement Contract	\$3,933,768
3	30 Days following City Council Approval of Construction Contract	\$4,180,775
4	30 Days following True Up Invoice	TBD

EXHIBIT B Payment Terms

Substation Design & Construction Elements	Duration Time Frame of work	SVP's Estimated Cost	Customer's Estimated Pro-rated reimbursement cost	Payment Milestone	Comments
Council Approval of Substation Agreement	3 Months			PM #1: \$965,250 - City to invoice 30 days after City Council approves Substation agreement. Payment due in 30 days. Work to commence once City receives payment in full.	Payment Milestone #1: Pro-rated Design cost = (\$1.25 million + \$1.0 Million) * 0.429 = \$965,250. SVP would need \$965,250.00 from Customer when Council approves Substation Agreement for Customer's pro-rated share of design costs.
Substation Design Build and Test Process plus Long Lead Time Procurement					
Transformer, Control Building & Switchgear Procurement Drawings & Contract Specification Preparation	8 Months	\$ 1,250,000	\$ 536,250		Concurrent with Substation Drawing Prep. Cost included in PM #1
Council Approval of Procurement Agreements	3 Months			PM #2: \$3,933,768 City to invoice 30 days before Procurement Agreements are approved by City Council. Payment due 30 days from invoice date. (Approx. 4 months after effective date of agreement)	Payment Milestone #2: Pro-rated Long Lead Equipment cost = (\$1.365 million + \$3.207 Million + \$4.598 Million) * 0.429 = \$3,933,768. SVP would need \$3,933,768 prior to Council approval of the material procurement agreements.
Control Building Procurement	9 Months	\$ 1,365,000	\$ 585,585		
Transformer Procurement	12 Months	\$ 3,206,838	\$ 1,375,734		
Switchgear Procurement	12 Months	\$ 4,597,786	\$ 1,972,450		
Substation Site Construction					
Substation Design Drawings & Contract Specification Preparation	8 Months	\$ 1,000,000	\$ 429,000		Concurrent with Switchgear Drawing Prep. Cost included in PM #1
Public Works Bidding	4 Months				
Council Award of Public Works Contract				PM #3: \$4,180,775 City to invoice 30 days before Public Works contract is approved by City Council. Payment due 30 days from invoice date. Work will commence once Public Works Contract is approved and payment is received in full. (Approx. 12 months after effective date of agreement)	Payment Milestone #3: Construction, Commissioning, and Testing cost = (\$8.370 million + \$1.375 Million) * 0.429 = \$4,180,775. SVP would need \$4,180,775.00 from Customer prior to Council approval Public Works Contract.
Substation Construction	10 Months	\$ 8,370,397	\$ 3,590,900		
Substation Commissioning & Testing	3 Months	\$ 1,375,000	\$ 589,875		Begins after completion of Substation
Substation Design, Construct, Test process best case	22 months				
City invoices difference between estimated and actual costs for project				PM #4 - City to invoice customer difference between estimated and actual costs for project. Payment due 30 days after invoice date.	City to invoice Customer difference between estimated and actual costs at the end of the project. Payment due 30 days after invoice date.
ESTIMATED GRAND TOTAL FOR ENTIRE PROJECT	26 Months	\$ 21,165,021	\$ 9,079,794*		PM #1 + PM #2 + PM #3 = \$965,250 + \$3,933,768 + \$4,104,230 = \$9,003,248. Net time with schedule overlaps included.

Notes:

* Includes \$643,500 pro-rated share of SVP staff costs
Substation capacity is based on 14 feeders at 4.5 MVA per feeder for a total of 63 MVA
Customer's requested capacity is 27 MVA. This represents 42.9% of the total substation feeder



REVISIONS			
NO.	DATE	DESCRIPTION	BY
01	08.30.18	DRAFT ISSUE FOR REVIEW	JN
02	08.16.18	REVISED DRAFT FOR REVIEW	JN
03	08.24.18	COMPOSITE SET	JN



**RELATED
SANTA CLARA**

**RELATED SANTA CLARA CITY PLACE
ELECTRIC POWER DISTRIBUTION SYSTEMS**

CITY OF SANTA CLARA

STATE OF CALIFORNIA

SHEET TITLE

**RSC- MV distribution system
Exhibit C**

DATE **10/28/2019**

SCALE AS SHOWN

DRAWN BY STAFF

CHECKED JN

JOB NO. 19-017

SHEET

C1.0