STANDARD OFFER FOR CUSTOMER GENERATION INTERCONNECTION AGREEMENT

LADWP RENEWABLE ENERGY CUSTOMER GENERATION INTERCONNECTION AGREEMENT
BETWEEN
(INTERCONNECTION CUSTOMER)
AND
CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER
DWP NO.

- LADWP RENEWABLE ENERGY CUSTOMER GENERATION INTERCONNECTION AGREEMENT

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- LADWP RENEWABLE ENERGY CUSTOMER GENERATION INTERCONNECTION AGREEMENT

Ini	s Agree	ement is made and entered into by and between CTTY OF LOS ANGELES
AC	TING B	Y AND THROUGH THE DEPARTMENT OF WATER AND POWER (LADWP)
and	l [], an LADWP Customer, sometimes
refe	erred to	singularly as "Party" and collectively as "Parties", who agree as follows:
1. <u>R</u>	REC	ITALS: This Agreement is made with reference to the following facts, among
	othe	rs:
	1.1	By the In-Service Date, Customer shall receive Electric Service from
		LADWP at:
		Electric Service at this location is being provided pursuant to the terms and
		conditions of the Electric Rate Ordinance.
	1.2	Customer currently has, or intends to design, construct, own, operate, and
		maintain, at its sole risk and expense, a renewable energy-powered
		Customer Generation Facility in parallel with LADWP's electric system. The
		Customer Generation Facility has an installed nameplate rating of
		kW. The Customer Generation Facility is more fully described in
		Exhibit A of this Agreement.
	1.3	If it is deemed necessary by LADWP to do so after evaluating the Customer
		Generation Facility's plans, LADWP will design, construct, own, operate,
		and maintain an LADWP Facility and make any necessary modifications to
		LADWP's electric system for the safe operation of the Customer Generation
		Facility in parallel with LADWP's electric system. Customer agrees to
		reimburse LADWP for all actual costs (direct and indirect) incurred in
		performing such work. If the LADWP Facility is constructed a description of
		the LADWP Facility will be attached as Exhibit B.

Electric Rate Ordinance, the Electric Service Requirements, the Rules and the

DEFINITIONS: The definitions, terms, conditions and requirements provided in the

Standard Offer Power Purchase Agreement are incorporated in and made a part of

2.

- 2.4 <u>Customer Generation Facility</u>: All of Customer's electrical and mechanical equipment associated with the generation of electricity at the Customer's location.
- 2.5 <u>Effective Date</u>: As defined in Section 27 of this Agreement.
- 2.6 Electric Rate Ordinance: Ordinance No. 168436, effective January 31, 1993, and all amendments, revisions, and replacements thereof, including the electric rate schedules adopted by ordinances of the City of Los Angeles approving the rates to be paid by Customer for Electric Service at the location of the Customer Generation Facility. The Electric Rate Ordinance in effect at the time of billing shall have precedence over any definitions, rate figures, numbers or calculations that may appear in this Agreement.
- 2.7 Electric Service: As defined in the Rules.
- 2.8 <u>Electric Service Requirements</u>: Requirements prescribed in writing by LADWP in effect at the time this Agreement is executed, and all revisions thereto or replacements thereof, which are necessary and proper for the regulation of any Electric Service installed, operated, and maintained within the City of Los Angeles. The Electric Service Requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules.
- 2.9 <u>In-Service Date</u>: The date of initial interconnection of the Customer-Generation Facility to LADWP's electric system.

- 2.10 Interconnection Costs: All reasonable costs, as determined by Customer and LADWP in accordance with Prudent Utility Practices, including, but not limited to, planning, engineering, design, supervision, material procurement, construction, quality assurance and inspection, testing, metering, maintenance, negotiation, contract administration, protection, expediting, accounting, budgeting, and other activities reasonably necessary for the interconnection and safe parallel operation of the Customer Generation Facility to LADWP's electric system.
- 2.11 <u>LADWP Facility</u>: Electrical and mechanical equipment required and installed, owned, operated and maintained by LADWP for the safe parallel operation of the Customer Generation Facility. This equipment is deemed by LADWP to be appurtenant and/or incidental to the Customer Generation Facility and will be located at the site of the Customer Generation Facility.
- 2.12 <u>Prudent Utility Practices</u>: Those practices, methods, and acts, that are commonly used by a significant portion of the renewable energy powered electric generation industry in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, reliability, efficiency, and economy, including compliance with any applicable practices, methods, acts, guidelines, standards, and criteria of FERC, NERC, and WECC and all other applicable requirements of law.
- 2.13 <u>Rules</u>: The Rules Governing Electric Service in the City of Los Angeles adopted by the Board of Water and Power Commissioners of the City of Los Angeles (Board) under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.
- 2.14 <u>Standard Offer Power Purchase Agreement</u> (SOPPA). The Standard Offer Power Purchase Agreement between the LADWP and Customer, relating to the feed-in tariff project at:

as may be amended, supplemented or otherwise modified from time to time.

- 3. <u>AGREEMENT</u>: In consideration of the terms and conditions contained herein and the mutual benefit to be derived by this Agreement, the Parties further agree as follows:
 - 3.1 Customer shall purchase Electric Service, as needed, solely from LADWP, in accordance with the appropriate rate schedule in the Electric Rate Ordinance.
 - 3.2 Customer shall pay LADWP for all costs associated with the interconnection and safe parallel operation of the Customer Generation Facility in accordance with the terms and conditions contained herein.

4. RESPONSIBILITIES OF CUSTOMER:

- 4.1 Customer shall own the Customer Generation Facility, at its sole risk and expense, in compliance with all applicable codes, laws, Electric Service Requirements, Rules, and Prudent Utility Practices. A person or entity acting on Customer's behalf may operate and maintain the Customer Generation Facility in compliance with all applicable codes, laws, Electric Service Requirements, Rules, and Prudent Utility Practices. Meeting this requirement shall not relieve Customer of its obligations pursuant to the terms and conditions of this Agreement.
- 4.2 When Customer submits the signed Agreement to LADWP for execution, Customer shall also submit the following information:
 - 4.2.1 Electrical plans including load schedules and single-line diagrams.
 - 4.2.2 Plot and site development plans showing generator, disconnect, metering equipment locations and LADWP access to generator, disconnect and meter equipment locations.
 - 4.2.3 Energy Source Information:
 - (1) Maximum kilowatt rating
 - (2) Nominal voltage output
 - (3) Voltage regulation
 - (4) Maximum fault current contribution
 - 4.2.4 Protective system information:
 - (1) Protective system plan

- (2) Manufacturer's data sheets and maintenance requirements for protective equipment
- (3) Any additional information required by LADWP
- 4.3 Review by LADWP of Customer's specifications shall not be construed as confirming or endorsing the design, any warranty of safety or durability of the Customer Generation Facility.
- 4.4 LADWP shall not, by reason of review or failure to review, be responsible for strength, details of design, adequacy or capacity of the Customer Generating Facility or any of its component equipment, nor shall LADWP's acceptance be deemed to be an endorsement of the Customer Generation Facility or any of its component equipment.
- 4.5 Within thirty (30) calendar days following the In-Service Date or at a date mutually agreed to between the Authorized Representatives, Customer shall submit in writing to LADWP's Authorized Representative that the Customer Generation Facility meets the standards set forth in the applicable Electric Service Requirements.
- 4.6 Customer shall operate and maintain the Customer Generation Facility in accordance with the applicable Electric Service Requirements and Prudent Utility Practices.
- 4.7 Customer shall not energize, at any time, a de-energized portion of LADWP's electric system without express permission from LADWP's Authorized Representative.
- 4.8 Customer shall obtain and maintain in full force and effect appropriate insurance coverages for the Customer Generation Facility with limits not less than those set forth in Section 12 of this Agreement.
- 4.9 The Parties recognize that, from time to time, certain improvements, additions, or other changes in the interconnection and protection equipment at the Customer Generation Facility may be required for the safe parallel operation of the Customer Generation Facility with LADWP's electric system. Such improvements, additions, or other changes shall be in accordance with Prudent Utility Practices. LADWP shall have the right to require Customer to make those changes on the Customer Generation

- Facility upon reasonable advance written notice from LADWP's Authorized Representative.
- 4.10 Failure of Customer to comply with Section 4.9 within a reasonable period of time after receipt of such written notice may result in the Customer Generation Facility being disconnected from LADWP's electric system pursuant to Section 7.

5. RESPONSIBILITIES OF LADWP:

- 5.1 LADWP shall be the sole provider of Electric Service required by Customer at the location of the Customer Generation Facility subject to future amendments to the existing Rules.
- 5.2 If it is deemed necessary by LADWP to do so after evaluating the Customer Generation Facility's plans, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's electric system for the safe operation of the Customer Generation Facility in parallel with LADWP's electric system.
- 5.3 LADWP reserves the right to make measurements or other tests on the Customer Generation Facility, from time to time, as specified in the Electric Service Requirements. If the measurements or tests determine that the Customer Generation Facility does not meet the specifications, LADWP will require Customer to disconnect the Customer Generation Facility from LADWP's electric system pursuant to Subsection 7.1. Customer shall make the appropriate changes to the Customer Generation Facility before reconnection to LADWP's electric system.
- 5.4 The Parties recognize that, from time to time, certain improvements, additions, or other changes in LADWP's electric system may be required for the safe parallel operation of the Customer Generation Facility. Such improvements, additions, or other changes will be in accordance with Prudent Utility Practices. LADWP shall have the right to make those changes upon reasonable advance written notice from LADWP's Authorized Representative to Customer. LADWP shall bill Customer for such improvements, additions, or other changes in accordance with Subsection 8.1 of this Agreement.

- 5.5 LADWP shall have the right of ingress to and egress from Customer's premises pursuant to Section 11 of this Agreement.
- 5.6 LADWP shall bill Customer for Customer's pro rata share of the costs incurred in the implementation of this Agreement pursuant to Section 8 of this Agreement.

6. METERING:

- 6.1 LADWP shall install dual channel metering equipment and recorders at the output point of the Customer Generation Facility, to measure electric energy and other electric parameters deemed appropriate by LADWP. The appropriate rate schedule from the Electric Rate Ordinance shall apply to any energy consumed from LADWP's grid by the Customer Generation Facility.
- 6.2 For Customer Generation Facilities with nameplate ratings of at least 1,000 kW, Customer shall provide LADWP with the capability to remotely monitor the Customer Generation Facility. LADWP shall install telemetering equipment at the output point of the Customer Generation Facility to monitor the electrical generation at LADWP's Energy Control Center. Customer is responsible for all costs associated with installation of such telemetering equipment.
- 6.3 LADWP meters shall be sealed with LADWP seals only. The seals shall not be broken except when the meters are inspected, tested, or adjusted by LADWP. LADWP shall test the meters, at its own expense, in accordance with its routine practice and the Rules. Customer may request testing of meters prior to their normally scheduled test dates, and LADWP shall test the meters upon request within a reasonable time. Customer shall be given reasonable notice to have a representative present at the time of meter testing. Customer shall pay for the cost of the requested meter testing if the meters are found to be within the tolerances specified within the Rules.
- 6.4 Disputes concerning alleged meter discrepancies shall be resolved in accordance with the Rules.

7. DISCONNECTION OF THE CUSTOMER GENERATION FACILITY:

- 7.1 LADWP shall require Customer to disconnect the Customer Generation Facility from LADWP's electric system if Customer does not comply with the covenants of this Agreement, the Electric Rate Schedules, the applicable Electric Service Requirements, the Rules, or SOPPA. LADWP's Authorized Representative shall provide the Customer with thirty (30) calendar days written notice of such intent. In the event the Customer takes prompt action to comply, and pursues such action to completion, then LADWP will take no further action.
- 7.2 In accordance with procedures established in the Electric Service
 Requirements, LADWP shall require Customer to disconnect the Customer
 Generation Facility immediately from LADWP's electric system if LADWP
 determines in good faith that an emergency and hazardous condition exists
 and such action is necessary to protect persons, LADWP's electric system,
 or other customer facilities from damage or interference caused by
 Customer's electrical equipment, or to allow LADWP to repair, replace, or
 maintain any equipment associated with LADWP's distribution system.
- 7.3 Each Party shall endeavor to correct the condition on its electric system that resulted in the separation and shall coordinate reconnection of the Customer Generation Facility for parallel operation.
- 7.4 LADWP shall provide for reconnection of the Customer Generation Facility to LADWP's electric system when reasonable to do so.
- 7.5 LADWP shall not be liable to Customer or any person or entity acting on Customer's behalf including, but not limited to, any agent, designee, contractor, or lessee for damages of any type or nature whatsoever resulting from the connection or disconnection of the Customer Generation Facility from LADWP's electric system.

8. INTERCONNECTION BILLING DETERMINANTS:

If LADWP determines after review of the Customer Generation Facility's plans that an LADWP Facility must be constructed and modifications made to LADWP's electric system for the safe operation of the Customer Generation in parallel with LADWP's electric system, then this Section 8 shall apply.

- 8.1 For each detailed cost estimate and detailed design for the LADWP Facility and modifications to LADWP's electric system, LADWP shall bill Customer a nonrefundable amount equal to ten (10) percent of the preliminary cost estimate of the Interconnection Costs. The estimate made shall be based on Customer's Generation Facility specifications, pursuant to Subsection 4.2. Upon receipt of the nonrefundable amount, LADWP shall prepare a detailed cost estimate and a detailed design in a timely manner.
- 8.2 LADWP shall bill Customer for the amount of the Interconnection Costs based on the detailed cost estimate, less the ten (10) percent amount previously advanced pursuant to Subsection 8.1.
- 8.3 Upon receipt of the necessary funds, LADWP shall proceed with the LADWP Facility and any necessary modifications to the electric system for the safe parallel operation of the Customer Generation Facility.
- 8.4 If it is determined, at the completion of the LADWP Facility, that Customer has advanced funds that are greater or less than the actual Interconnection Costs, LADWP's Authorized Representative shall make the appropriate adjustment within ninety (90) calendar days after the In-Service Date.

 Payment shall be made within thirty (30) calendar days thereafter.
- 8.5 LADWP shall bill Customer monthly for maintenance service on the LADWP Facility pursuant to Exhibit C of this Agreement.
- 8.6 If it is determined, pursuant to Subsection 5.4 of this Agreement, that LADWP must make improvements, additions, or other changes to either the LADWP Facility or to LADWP's electric system, LADWP will bill Customer for all costs incurred for such improvements, additions, or other changes. The Maintenance Costs determined pursuant to Exhibit C shall be modified to reflect changes in the LADWP Facility.

9. ELECTRIC SERVICE BILLING DETERMINATIONS:

9.1 LADWP shall bill Customer after the end of each billing period for Electric Service. The bill shall be calculated using the applicable rates described in the appropriate rate schedule in the Electric Rate Ordinance and recorded billing data that shall consist of metered values deemed required by LADWP. The recorded billing data shall be obtained from LADWP dual channel meters and

- recorders. The bill shall also include any unpaid costs associated with the installation of telemetering equipment specified in Subsection 6.2. Customer shall send the payment to the address specified in Subsection 10.2.
- 9.2 For energy purchased by LADWP during the just-ended billing period, LADWP shall calculate a dollar payment based on methodology set forth in the Standard Offer Power Purchase Agreement.

10. <u>BILLINGS AND PAYMENTS</u>:

- 10.1 Billings and payments pursuant to Section 8, Interconnection Billing Determinants, shall be transmitted to the following addresses:
 - 10.1.1 If to LADWP:

Department of Water and Power of the City of Los Angeles

P. O. Box 30870, Room 434

Los Angeles, California 90030-0870

Attention: General Accounting

10.1.2 <u>If to</u>	<u>Customer</u> :
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Attention:			

- 10.2 Billings and payments pursuant to Section 9, Electric Service Billing Determinations, shall be transmitted to the following addresses:
 - 10.2.1 If to LADWP:

Department of Water and Power of the City of Los Angeles

P. O. Box 51111

Los Angeles, California 90051-5700

Attention: Accounts Receivable

10.2.2	If to Customer:	
	Attention	

- 10.3 Either Party may change, by written notice to the other Party, the name or address of the person to receive invoices or payments pursuant to this Agreement.
- 10.4 All bills, except as provided otherwise in this Agreement, are due and payable upon presentation. Payment shall be made in accordance with the Rules.
- 10.5 If the correctness of any bill for Electric Service, or any part thereof, or if the correctness of other charges or practices of LADWP is disputed by Customer, LADWP shall conduct an investigation in accordance with the Rules.

11. <u>INGRESS AND EGRESS</u>:

- 11.1 LADWP shall have, at all times, the right of ingress to and egress from Customer's premises for the following reasons:
 - 11.1.1 Any purpose related to furnishing or receiving electric energy under this Agreement.
 - 11.1.2 In order to exercise any and all rights secured to LADWP by law, this Agreement, or the Rules.
- 11.2 While on Customer's premises, LADWP shall abide by Customer's safety rules and regulations.
- 12. <u>INSURANCE</u>: It is the policy of LADWP that upon signing an Interconnection Agreement of certain Kilowatt nameplate rating capacity, the Customer must provide evidence of insurance that conforms to the insurance requirements of the Agreement. Insurance requirements are explained in detail in the following language and "Contract Insurance Requirements" sheet (EXHIBIT D) which specifically outlines the types and amounts of coverage required for this Agreement. For Customer's information and use, "Special Endorsement Forms", "Guidance for Submitting Evidence of Insurance" and information on LADWP's

insurance program for small vendors are available on LADWP's website.

Provided Customer meets specified kilowatt nameplate rating capacity, Customer must submit within 30 days of the date of final signing of the Agreement, acceptable evidence of required insurance, in a form acceptable to the LADWP and from insurers acceptable to the LADWP. Such insurance must be maintained current throughout the term of the Agreement. Approved evidence of insurance must be on file with the Risk Management Section in order for the Customer's system to be interconnected to the LADWP grid.

For further information regarding these insurance requirements, please contact:

Los Angeles Department of Water and Power

Risk Management Section

Phone: (213) 367-4674

Fax: (213) 367-0214

Website: www.ladwp.com/riskmanagement

- 12.1 Customer shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page (EXHIBIT D). The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, the Board, and all of its officers, employees and agents, their successors and assigns, as Additional Insureds, against the area of risk described herein as respects Customer's negligence, acts or omissions, under the Agreement, or other related activities performed by or on behalf of Customer. Such insurance shall not limit or qualify the liabilities and obligations of the Customer assumed under the contract.
- 12.2 Each specified insurance policy shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's

- liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 12.3 All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of or results from the negligence, acts or omissions of Customer, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Customer. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Customer's insurance is primary for all purposes despite any conflicting provision in the Customer's policies to the contrary.
- 12.4 Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of LADWP (hereinafter referred to as "Risk Manager"). LADWP shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, the Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Customer in its operations.
- 12.5 At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Insurance Requirements page (EXHIBIT D), documentation showing that the insurance coverage has been renewed or extended shall be filed with LADWP. If such coverage is canceled or reduced in coverage, Customer shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LADWP evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- 12.6 Customer shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements by production of the actual insurance policy(ies), by use of LADWP's own endorsement form(s), or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney.

The documents evidencing all specified coverages shall be filed with LADWP and approved by the Risk Manager prior to Customer being interconnected to the LADWP system. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for LADWP, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: Risk Management Section, L.A. Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

- 12.7 Should any portion of the required insurance be on a "Claims Made" policy, the Customer shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.
- 12.8 Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may terminate the Agreement and disconnect the Customer Generation Facility from LADWP's electric system, pursuant to Section 7.
- 12.9 LADWP and Customer agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Customer to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent

and carrier providing such insurance, including applicable license and ratings.

13. <u>INDEMNIFICATION</u>: The Customer undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of LADWP, defend LADWP, and any and all of their boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Customer's employees and agents, or damage or destruction or loss of use to any property of either party hereto, or third persons, in any manner arising by reason of or incident to this Agreement, or resulting directly or indirectly from the negligent acts, errors, omissions or willful misconduct of Customer, or the Customer's officers, designee, agents, employees, or subcontractors/sub-vendors of any tier, except for the sole negligence or willful misconduct of LADWP.

14. ADMINISTRATION:

- 14.1 Within thirty (30) calendar days after the effective date of this Agreement, Customer and LADWP's Director of Power System Engineering Division or designee shall each designate, by written notice to the other, a representative who is authorized to act in each Party's behalf with respect to those matters delegated to the Authorized Representatives. Each Party may delegate an authorized alternate with full authority to act in the absence of the Authorized Representative. Each Party shall have the right to change its Authorized Representative or authorized alternate by written notice to the other Party.
- 14.2 The Authorized Representatives shall provide liaison between the Parties and a means of securing effective cooperation, interchange of information, and consultation on a prompt and orderly basis concerning the various matters that may arise, from time to time, in connection with this Agreement.

- 14.3 The Authorized Representatives shall review and attempt to resolve any disputes between the Parties under this Agreement. Should the Authorized Representatives be unable to resolve a dispute, the matter shall be referred to Customer and LADWP's Director of Power System Engineering Division who shall use their best efforts for resolution.
- 14.4 Prior to the In-Service Date, the Authorized Representatives shall agree on written procedures pertaining to the synchronization, operation, maintenance, administration, and other activities that may require coordination between the Parties.
- 14.5 All actions, agreements, resolutions, determinations, or reports made by the Authorized Representatives shall be made in writing and shall become effective when signed by the Authorized Representatives.
- 14.6 Any expenses incurred by an Authorized Representative or authorized alternate in connection with their duties shall be paid by the Party they represent unless otherwise agreed to in writing by Customer and LADWP's Director of Power System Engineering Division.
- 14.7 The Authorized Representatives shall have no authority to modify this Agreement.

15. DEFAULT:

- 15.1 <u>Default by Customer</u>: The occurrence of any of the following shall constitute a material breach and default of this Agreement by Customer:
 - 15.1.1 Failure by Customer to make payment to LADWP of uncontested amounts within the time set forth in Section 10 herein; or
 - 15.1.2 Failure by Customer to comply with requirements pertaining to the safety of persons or property set forth herein, in the Electric Rate Ordinance, in the Rules, or in the applicable Electric Service Requirements; or
 - 15.1.3 Failure by Customer to substantially observe and perform any other material provision of this Agreement where such failure continues for thirty (30) calendar days after receipt by Customer of written notice from LADWP. Provided, however, that if the

nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period Customer shall not be deemed to be in default if it shall within the thirty (30) calendar day period commence to cure the default and, thereafter, diligently prosecute the same to completion; or

- 15.1.4 Default by Customer under the SOPPA or any Ancillary Document (as defined in the SOPPA).
- Default by LADWP: Failure by LADWP to substantially observe and perform any material provision required by this Agreement, where such failure continues for thirty (30) calendar days after receipt of written notice from Customer, shall constitute a material breach and default by LADWP of this Agreement. Provided, however, that if the nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period LADWP shall not be deemed to be in default if it shall within the thirty (30) calendar day period commence to cure the default and, thereafter, diligently prosecute the same to completion.
- 16. <u>REMEDIES UPON DEFAULT</u>: Each party shall be entitled to money damages according to proof of actual damages resulting from default of the other and, in addition, each party shall have the right to terminate this Agreement upon the occurrence of any of the events of default described in Section 15. In no event shall incidental or consequential damages be payable.
- 17. <u>FORCE MAJEURE</u>: Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to make payments due) if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, civil disturbance or disobedience, labor dispute, restraint by court order or public authority, and action or nonaction by or inability to obtain authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome.

 Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to

fulfill any obligation under this agreement by reason of uncontrollable force shall give prompt notice of such fact to the other Party and shall exercise due diligence to remove any inability with all reasonable dispatch.

18. <u>AUTHORIZATIONS AND APPROVALS</u>:

- 18.1 Each Party shall obtain all the necessary authorizations, licenses, approvals, and permits from Federal, State, or local agencies having jurisdiction.
- 18.2 This Agreement and all operations hereunder are subject to the applicable laws, ordinances, orders, rules, and regulations of local, State, and Federal governmental authority having jurisdiction.
- EFFECT OF SECTION HEADINGS: Section headings appearing in this
 Agreement are inserted for convenience only and shall not be construed as interpretations of text.
- 20. <u>NONWAIVER</u>: None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of either Party to demand or enforce strict performance of provisions of the Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.
- 21. <u>NONDEDICATION OF FACILITIES</u>: This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereon, by either Party to each other or the public.
- 22. NO THIRD-PARTY BENEFICIARIES: This Agreement is for the sole benefit of the Parties hereto and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person other than a Party.

23. <u>NOTICES</u>:

23.1 Any written notice under this Agreement shall be deemed properly given if delivered in person or sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in this Agreement:

23.1.1 <u>If to LADWP</u>:

Department of Water and Power
of the City of Los Angeles
P. O. Box 51111, Room 951
Los Angeles, California 90051-5700
Attention: Director of Power System
Engineering Division

23.1.2	If to Customer:				
	Attention:				

- 23.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.
- 24. TRANSFER OF INTEREST: Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Power System Engineering Division or designee shall execute assignment or transfer of this Agreement or the consent to assign or transfer this Agreement.
- 25. <u>SEVERAL OBLIGATIONS</u>: The duties, obligations, and liabilities of the Parties are several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or to impose a trust, partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.
- 26. <u>SEVERANCE</u>: If any paragraph, sentence, clause, phrase, or word is held by a court of competent jurisdiction to be void or unenforceable, the balance of this

Agreement shall remain in full force and effect provided that the purposes of this Agreement can still be fulfilled.

27. <u>EFFECTIVE DATE AND TERM</u>:

- 27.1 This Agreement shall become effective upon the date of execution by the Parties.
- 27.2 This Agreement shall be coterminous with the "Agreement Term" as defined in the SOPPA.
- 27.3 Upon the date of termination of this Agreement all rights to services provided hereunder shall cease and neither Party shall claim or assert any continuing right to such services hereunder. However, such termination shall not affect the rights and obligations to pay money for transactions occurring prior to termination. Such termination shall not end indemnification, pursuant to Section 13, provided to LADWP by Customer for periods where customer operates or has operated a generation source electrically connected to LADWP's electric system.
- 28. GOVERNING LAW AND VENUE: This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles. All litigation arising out of or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 29. <u>UNDERSTANDING</u>: This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof; and there are no other promises, terms, conditions, obligations, understandings, or agreements between the Parties with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof.
- 30. <u>REPRESENTATION</u>: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement.
- 31. <u>EXHIBITS</u>: Exhibits A through D attached hereto are incorporated herein by this reference.

32.	EXECUTION: IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this LADWP Renewable Energy Customer Generation Interconnection Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the day and year written below.
	(Customer)
	By:
	Name (Signature):
	Name (Print):
	Title:
	Date:
	CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER
	Ву:
	Name (Signature):
	Name (Print):
	Title:
	Date [.]

EXHIBIT A

CUSTOMER GENERATION DATA SHEETS

Facility Name:		
Address:		
Owner/Company:		
Contact Person:	Phone:	
Primary Product/Service of Fa	cility:	
Unit Start-Up Date:		
SYSTEM CHARACTERISTICS	<u>3</u>	
Capacities: Nameplate Rating		kW
Thermal	BTU/Hr	lbs./Hr
Operations: Schedule	hours/day	days/yea
Typical Daily Profile, C) = On and X = Off	
1 2 3 4 5 6 7 8 9 10 11 12 13 1	4 15 16 17 18 19 20 21 22 23 2	24 Control Mode:
INTERCONNECTION WITH L	<u>ADWP</u>	
Isolated, no connection	on to power grid	
Parallel, connected to	grid to purchase power	
Parallel, connected to	grid, Utility owned or operated	
Electric Load includin	g planned expansions	

GENERATION FACILITY DESCRIPTION

Schematic Diagram

Written Description

(Use additional pages if necessary)

ANNUAL PLAN PRODUCTION/USE CHARACTERISTICS

OUTPUT:	Electric		kWh
	Thermal		Billion BTUs
	Mechanical		HP-hr
CONSUMP	TION: Electric		kWh
	Thermal		MM BTUs
PEAK DEM	IAND: Electric		kW
	Thermal		MM BTUs/hr
System Effi	iciency		percent
Net Heat R	ate		BTU/kWh
Fuel Type		Amount Used	
			MMBTUs
ECONOMIC	C CHARACTERIS	TICS	
Capital Cos	sts	O&M Costs	\$/year
Fuel Costs:	·		\$/year
Cost of Ger	nerated Electricity	cents/kWh	
FOR LADW	/P USE ONLY:		
ACCOUNT	REPRESENTATIV	VE	
IS No	\/OLTA	GE CONNECTION	

EXHIBIT B SINGLE-LINE DIAGRAM AND EQUIPMENT LIST FOR THE LADWP FACILITY

If the LADWP Facility is constructed, a single-line diagram and equipment list for the LADWP Facility will be attached to this Exhibit after the LADWP Facility has been designed and constructed.

LADWP's Authorized Representative will provide a copy of Exhibit B for Customer's files.

EXHIBIT C MONTHLY CHARGE FOR MAINTENANCE SERVICE

If the LADWP Facility is constructed, the monthly charge for maintenance service on the LADWP Facility shall be based on the purchase price of all equipment installed at the LADWP Facility necessary for the safe, parallel operation of the Customer Generation Facility.

Initially, the monthly charge will be equal to one-half (1/2) percent of the estimated cost of such equipment. The monthly maintenance service charge shall begin on the first day of the first month following the In-Service Date of LADWP Facility. If the In-Service Date does not fall on the first of the month, the first monthly bill shall be prorated to include the partial month, plus the normal monthly payment. For minimal cost projects, the monthly charge for maintenance service may be billed on a quarterly, semi-annual, or annual basis for the preceding three (3), six (6), or twelve (12) months.

When the actual costs for the LADWP Facility equipment have been determined, the monthly maintenance service charge shall be adjusted to reflect the true cost of the equipment. Adjustments to the monthly charge will also be made whenever equipment is removed or installed pursuant to Subsection 5.4 herein.

The monthly charge for maintenance service shall be adjusted annually by LADWP for inflation. Such adjustments shall be equal to the current monthly charge times the sum of one (1) plus the Consumer Price Index (CPI) for the Los Angeles area. Adjustments shall become effective January 1 of the first year following the Effective Date. Inflation adjustments shall be made as soon as the CPI information becomes available.

EXHIBIT D CONTRACT INSURANCE REQUIREMENTS

I. GENERAL REQUIREMENTS

Prior to the Effective Date, Customer shall furnish the LADWP evidence of coverage from insurers acceptable to the LADWP and in a form acceptable to the LADWP's Risk Management Section and the Office of the Los Angeles City Attorney. LADWP shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and Customer's insurance is primary for all purposes despite any conflicting provision in Customer's policies to the contrary.

Said evidence of insurance shall contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days prior notice thereof (ten (10) days for non-payment of premium) by registered mail to The Office of the City Attorney, Water and Power Division, Post Office Box 51111, GOB Room 340, Los Angeles, California 90051-0100.

Should any portion of the required insurance be on a "Claims Made" policy, Customer shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial General Liability

Customer shall provide Commercial General Liability insurance with Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, Premises and Operations, Products and Completed Operations, fire Legal Liability and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Customer, but not less than \$1,000,000.00 combined single limit per occurrence. Should the policy have an aggregate limit, such aggregate limits should not be less than double the Combined Single Limit and be specific for this contract. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be on the LADWP's Additional Insured Endorsement form or on an endorsement to the policy acceptable to the Risk Management Section and the Office of the Los Angeles City Attorney, and shall provide for the following:

 Include LADWP and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations under this Agreement.

- Severability-of-Interest or Cross-Liability Clause such as:
 "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."
- 3. A description of the coverages included under the policy.

B. Excess Liability

Customer may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Customer shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies as provided for LADWP on the LADWP Additional Insured Endorsement Form, or on an endorsement to the policy acceptable to LADWP's Risk Management Section and the Office of the Los Angeles City Attorney. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages.

III. APPLICABLE TERMS AND CONDITIONS

A. Additional Insured Status Required

Customer shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the Contract Insurance Requirements form. The specified insurance shall also, either by provisions in the policies, by the City of Los Angeles' own endorsement form or by other endorsement attached to such policies, include and insure City of Los Angeles, LADWP, the Board, and all of its officers, employees and agents, their successors and assigns, as Additional Insureds, against the area of risk described herein as respects Customer 's acts, errors or omissions in the performance of this contract or other related functions performed by or on behalf of Customer. Such insurance shall not limit or qualify the liabilities and obligations of the Customer assumed under the contract.

B. Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

C. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by the City of Los Angeles or LADWP where liability allegedly arises out of or results from the acts or omissions of Customer, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Customer. Any insurance carried by the City of Los Angeles or LADWP which may be applicable shall be deemed to be excess insurance and the Customer's insurance is primary for all purposes despite any conflicting provision in the Customer's policies to the contrary.

D. Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of LADWP (hereinafter referred to as "Risk Manager"). LADWP shall have no liability for any premiums charged for such coverage(s), nor for payment of deductibles. The inclusion of the City of Los Angeles or LADWP, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Customer in its operations.

E. Proof of Insurance for Renewal or Extension Required

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Insurance Requirement form, documentation showing that the insurance coverage has been renewed or extended shall be filed with LADWP. If such coverage is canceled or reduced in coverage, Customer shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department evidence that the required insurance has been reinstated or provided through another insurance company or companies.

F. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Customer shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of LADWP's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with LADWP prior to Customer beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for LADWP, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los

Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: Risk Management Section, L.A. Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

G. Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend the agreement.

H. Periodic Right to Review/Update Insurance Requirements

LADWP and Customer agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Customer to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. The City of Los Angeles reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

I. Specific Insurance Requirements

Specific insurance requirements are set forth in the attached Contract Insurance Requirements form.

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: Reference/Agreement:	reed III Tariii Agreeme	into for Said of Power	
Term of Agreement:			
		Wood	_
Buyer and Phone Number: Risk Manager / Date		11000	
Risk Manager /Date	AMN	4-14-11	
Risk Manager / Datetract-required types and amounts of insura	ance as indicated below by checkr	mark are the minimum which must h	e maintain
imits are Combined Single Limit (Bodily Inj	ury/Property Damage) unless other	erwise indicated Firm 30 day Notice	of Cancel
n required by Receipted Delivery.	ary/r roperty Damage/ amoss out	Si wise indicated. I inni se day i volice	or carreer
in required by receipted Delivery.			
/ LUCDICEDOLOGICO POR LO LEGICA PIONICI -	Linda VE and and a Linda Via	PER OCCURRENCE	LIMITS
() WORKERS' COMPENSATION(State	. Limits)/Employer's Liability:)
() Broad Form All States Endors	ement () US L&H (Lo	ongshore and Harbor Workers)	
() Jones Act (Maritime Employme			
() Waiver of Subrogation		(Coal Mine Health and Safety)	
() Other:	() Other:		
() AUTOMOBILE LIABLITY:		()
() Owned Autos	() Any Auto		
() Hired Autos	() Non-Owned	l Auto	
() Contractual Liability	() Additional In	nsured	
() MCS-90 (US DOT)	() Trucker's F	orm	
() Waiver of Subrogation			
, , .	(,		
(x) GENERAL LIABILITY: () Limit	Specific to Project () Per Pro	piect Aggregate (\$1,000,0	00 00)
() Broad Form Property Damage	(*) Contractual Liability	(*) Personal Injury	,
 Broad Form Property Damage Premises and Operations 	(*) Products/Completed One	(x) Independent Contractors	
() Fire Legal Lightlity	() Caragekeenere Legal Ligh	() Child Abuse/Molestation	
() Fire Legal Liability () Corporal Punishment	() Colleges/Underground	() Explosion Hazard	
() Watersreft Liability	() Collapse/Orlderground	() Explosion Hazard () Addition Insured Status	
() Watercraft Elability	() Poliulion	(x) Addition Insured Status () Hangarkeepers Legal Liab.	
() waiver of Subrogation	() Airport Premises	() Hangarkeepers Legal Liab.	
() Marine Contractors Liability	() Other:	() Other:	
() PROFESSIONAL LIABILITY:		()
() Contractual Liability	() Waiver of Subrogation	() 3 Year Discovery Tail	
() Additional Insured	() Waiver of Subrogation () Vicarious Liability Endt.	() Other:	
() AIRCRAFT LIABILITY:		()
() Passenger Per Seat Liability	() Contractual Liability	() Hull Waiver of Subrogation	
() Pollution	() Additional Insured	() Other:	
() PROPERTY DAMAGE: () Loss	Payable Status (AOIMA)	()
() Replacement ∀alue	() Actual Cash Value	() Agreed Amount	
() Replacement Value () All Risk Form () Builder's Risk:\$	() Named Perils Form	() Earthquake:	
() Builder's Risk:\$	() Boiler and Machinery	() Flood:	
() Transportation Floater:\$	() Contractors Equipment\$	() Loss of Rental Income:	
() Scheduled Locations/Propt	() Other:	() Other:	
() WATERCRAFT:	() Guioi:		
() Protection and Indemnity	() Pollution	() Additional Insured	,
	() Other:	() Other:	
() Walver of Subrogation	() Other	() Otner	— ,
() POLLUTION:	4 > 0 - 11 1 4 1 - 1 - 1	() 4.455)
() Incipient/Long Term	() Sudden and Accidental	() Additional Insured	
() Waiver of Subrogation	() Contractor's Pollution	() Other:	
	Loss Payable Status	() Additional Insured ()
() Fidelity Bond	() Financial Institution Bond	() Loss of Monies/Securities	
() Employee Dishonesty	() In Transit Coverage	() Wire Transfer Fraud	
() Computer Fraud	() Commercial Crime	Forgery/Alteration of Docs.	
() Other:	_ () Other:		

Insurance Reg Form 6/07

Page 2. CONTRACT INSURANCE REQUIREMENTS (continued)

		PER OCCURREN	CE LIMITS
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(type of coverage	ge)		
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