



SOUTH FEATHER WATER & POWER

TO: Board of Directors

FROM: Kathy Petersen, Power Division Manager

DATE: December 15, 2005

RE: Engineering, Procurement and Construction Services for Microwave Upgrade
12/27/05 Board of Directors Meeting

You may recall that our last two budget submittals to PG&E contained a request to upgrade the microwave system to digital. This was primarily due to the fact that the last time we received renewed FCC licenses, we were listed as a secondary licensee. The FCC is planning to reserve our particular frequency band (2.1 gigahertz) for personal telecommunications services, so we will need to move to a new frequency band, and upgrading to digital makes sense. We did not receive authorization to complete the upgrade in either the 2005 or 2006 budget year. However, we expect that the budget request will be approved in 2007 because the FCC is planning to conduct the auction of the band in mid-2006, and we would need to vacate the frequency within 12 months after the band has been reassigned.

For this reason we decided to seek a telecommunications engineering firm to help us with preparing for the microwave upgrade prior to receiving the approval from PG&E to actually do the work. We want to make sure we have the engineering, equipment and needed permits sorted out and will be ready to move ahead as soon as the 2007 budget request is approved.

We prepared a Request for Qualifications, and received responses from four firms: Alcatel, Black & Veatch, Harris, and Utility Telecomm Consulting Group. Chuck Newman, John Davis and Scott Underhill helped me evaluate the responses, and we agreed that the Black & Veatch proposal was the most comprehensive and best suited our needs. With Mike Glaze's input, we negotiated a contract for services with Black & Veatch.

The Master Agreement for Engineering, Procurement and Construction is attached for your review. It is with Overland Contracting Inc. (OCI), rather than with Black & Veatch Corporation because OCI is the licensed construction arm (affiliate) of Black & Veatch (a licensed engineering firm). The scope of services in 2006 will include developing the project design and 2007 budget, and these costs will be covered in our approved 2006 budget.

The recommended form of action is:

"I move approval of the Master Agreement for Engineering, Procurement and Construction between South Feather Water and Power Agency and Overland Contracting Inc., licensed construction affiliate of Black & Veatch Corporation."

MASTER AGREEMENT

FOR

ENGINEERING, PROCUREMENT AND CONSTRUCTION

BETWEEN

SOUTH FEATHER WATER AND POWER AGENCY

AND

OVERLAND CONTRACTING INC.
licensed construction affiliate of Black & Veatch Corporation

**MASTER AGREEMENT
FOR
ENGINEERING, PROCUREMENT AND CONSTRUCTION**

THIS MASTER AGREEMENT FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (hereinafter referred to as "Agreement") is made and entered into this 27th day of December, 2005, by and between **SOUTH FEATHER WATER AND POWER AGENCY** ("Client"), a California public agency, and **OVERLAND CONTRACTING INC.** ("OCI"), a Delaware corporation.

WITNESSETH:

WHEREAS, Client intends to upgrade and construct various microwave systems at certain locations in the state of California (the "Project"); and,

WHEREAS, Client may elect to utilize OCI to provide certain engineering, procurement and/or construction services for the Project pursuant to the issuance of an individual Purchase Order; and

WHEREAS, OCI is prepared to furnish such professional and construction services to Client pursuant to this Agreement and any said individual Purchase Order.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the parties agree as follows.

SECTION 1 – DEFINITIONS

1.1 Agreement. This Master Agreement for Engineering, Procurement and Construction, including all exhibits and attachments, and any purchase orders, change orders, supplements, addenda, modifications, and amendments to any of the foregoing from time to time issued in a manner consistent with the terms of this Agreement.

1.2 Commencement Date. The date on which OCI is to commence the Work as set forth under a particular Purchase Order.

1.3 Compensation. The amount payable by Client to OCI as set forth in the applicable Purchase Order.

1.4 Completion Date. The date specified in a particular Purchase Order on which OCI is to have all Work completed.

1.5 Completion Schedule. The schedule of commencement and completion for the Work, as specified in the Purchase Order.

1.6 Days. Unless otherwise specified shall mean calendar days.

1.7 Design Services. Services of design professionals describing and detailing the Project and providing criteria for the detailed design by suppliers of equipment, materials and systems to be incorporated into the Project.

1.8 Final Completion. For each Purchase Order, the date on which (a) Substantial Completion has occurred, (b) as-built drawings have been provided, if applicable, and (c) all Punchlist items have been completed.

1.9 Force Majeure Event. The occurrence of: labor disputes (other than those of OCI or its Subcontractors), including, but not limited to, strikes, slowdowns, job actions, picketing, and secondary boycotts; delays in transportation, fires or other casualty losses; severe weather; acts of God; acts of declared or undeclared war or public disorder, riot, terrorism or civil commotion; epidemics; or any other event beyond the reasonable control of the parties.

1.10 Punchlist. The list of Work prepared by OCI in consultation with Client that remains to be completed after satisfaction of all conditions required for Substantial Completion.

1.11 Purchase Order. An authorization issued by Client to OCI and signed by both parties detailing the scope of Work to be performed at a Project site by OCI under this Agreement, including, but not limited to, description of the Work, location of the Project site, the Compensation and the Completion Schedule for the specified Work. With the exception of any "boilerplate" terms and conditions that may be set forth on the front or reverse side of a Purchase Order (which shall be of no force and effect on the parties), in the event of a conflict between the general requirements of this Agreement and those set forth in a particular executed Purchase Order, the specific requirements defined in the Purchase Order shall take precedence.

1.12 Schedule of Payments. The schedule provided in the applicable Purchase Order detailing the timing and amount of each payment.

1.13 Subcontractor. Any person or entity with whom OCI has entered into any subcontract, purchase order, or other agreement for such person or entity to perform any part of the Work or to provide any materials, equipment or supplies on behalf of OCI (including any person or entity at any tier with whom any Subcontractor has further subcontracted any part of the Work).

1.14 Substantial Completion. The point at which the Work (or a specified part thereof) furnished under a Purchase Order has progressed so that it is sufficiently complete and in material compliance with the specifications and in accordance with the applicable Purchase Order and this Agreement, so that the Work (or specified part) is ready to receive Client's equipment and can be used by Client. The terms "substantially complete" and "substantially completed", as applied to all or part of the Work furnished under a Purchase Order, refer to the Substantial Completion thereof

1.15 Work. The entire constructed Project or the various separately identified parts thereof required to be furnished under this Agreement. Work includes the performing or furnishing of all services and documents required under an individual Purchase Order issued pursuant to this Agreement.

SECTION 2 – OCI'S RESPONSIBILITIES

2.1 General Scope of Work. OCI shall furnish the services, materials and equipment, machinery, tools, labor, construction fuels, utilities, and transportation required in order to complete the Work as (a) generally set forth in the Statement of Understanding portion of OCI's proposal to Client dated October 7, 2005, a copy of which is attached hereto as Appendix A, and (b) as specifically set forth in a Purchase Order; all in accordance with the terms of this Agreement.

2.2 Engineering. OCI shall furnish the Design Services specified in a Purchase Order. Client acknowledges that OCI is not a licensed or registered engineer or architect and that OCI shall furnish, but not perform, the Design Services. OCI warrants that the Design Services shall be performed by *Black & Veatch Corporation*, an affiliated professional engineering company duly licensed and registered to perform such services.

2.3 Taxes. OCI shall pay all payroll and other related employment compensation taxes for OCI's employees, federal, state and other taxes which may be assessed on OCI's income from the Project, engineering and business license costs, and sales tax (collectively, the "OCI Taxes"). OCI shall administer and pay all sales, use, gross receipts and excise taxes (collectively, the "Project Taxes"). The Compensation includes OCI Taxes and excludes all Project Taxes.

2.4 Labor and Wages. All Work shall be performed by skilled trade persons qualified to perform the required Work in a manner comparable with the best standards of practice. OCI, and any Subcontractor, shall pay not less than the general prevailing rate of wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker needed to perform the Work. The prevailing rates on wages shall be as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the published prevailing rates are on file at Client's main office. OCI shall be subject to all applicable provisions of the Labor Code, including, but not limited to, Section 1775 (forfeitures for failure to pay prevailing wages), Section 1776 (payroll records), Section 1777.5 (apprentices), and Sections 1810-1815 (working hours).

2.5 Permits. OCI shall be responsible for obtaining all permits, licenses and other governmental authorizations to permit it to perform the Work in the jurisdiction where the Project is located. Other permits, licenses and authorizations to be obtained by OCI, as more fully defined in a Purchase Order and any associated fees therefor, are not included in the Compensation, and Client shall either reimburse OCI or directly pay such fees in addition to the Compensation.

2.6 OCI's Representative. OCI shall designate, in writing, its representative to act on its behalf with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information and execute Change Orders on behalf of OCI.

SECTION 3 – CLIENT'S RESPONSIBILITIES

3.1 Payment. Client shall pay the Compensation and all other sums required to be paid by it to OCI in the amounts and at the times set forth in the Purchase Order and in accordance with this Agreement.

3.2 Access to Project Site. Client shall provide to OCI, or cause to be provided to OCI, unencumbered access to the Project site or sites. Where applicable, and unless otherwise specified in a Purchase Order, Client shall secure all leases and easements necessary for the construction and operation of the Project.

3.3 Client-Provided Materials, Information and Services. Client shall provide OCI with the services, data, design criteria, equipment, materials, and drawings set forth in the Purchase Order. OCI may rely on Client-provided information and shall have no liability for defects in such data, drawings, specifications or other information provided by Client or third parties retained by Client.

3.4 Client's Representative. Client shall designate, in writing, its representative to act on its behalf with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information and execute Change Orders on behalf of Client.

3.5 Taxes and Duties. Client shall directly reimburse OCI, in addition to the Compensation, for any and all Project Taxes incurred while performing the Work and for the actual time and expenses incurred by OCI to administer the Project's tax strategy. Within thirty (30) Days after the Commencement Date, Client shall furnish to OCI a certificate complying with applicable state and local governmental laws, regulations and ordinances identifying any components of the Work to be considered exempt from Project Taxes. Client shall defend and indemnify OCI from and against any and all claims and resulting liability for sales and use taxes and related penalties and interest and any dispute resolution costs and attorneys' fees (including costs of enforcement of this provision) that may be asserted on any items which OCI purchased under exemption certificates provided by Client and for which taxes are later assessed by the applicable state. Client agrees to pay, and to hold OCI harmless from and against, any penalty, interest, tax or other charge that may be levied or assessed under any law or regulation as a result of the delay or failure by Client to pay any such taxes, assessments, levies or obligations or to file any required return. At Client's expense and only with OCI's consent, Client will have the right to direct the basis on which any tax assessment will be paid or contested and to control any contest leading to the settlement of assessed taxes. Client retains the right to choose the attorneys who will represent OCI and/or Client's interests regarding any tax assessment and/or litigation.

SECTION 4 - SCHEDULE

4.1 Completion Schedule. The Work shall be performed in accordance with the Commencement Date, Completion Date and other scheduling requirements of the Completion Schedule established in the Purchase Order.

4.2 Substantial Completion. When, in OCI's judgment, the conditions of Substantial Completion have been met for the applicable Purchase Order, OCI shall submit a certificate of Substantial Completion to Client, together with the Punchlist items to be completed or corrected prior to final payment. Within (7) Days following Client's receipt of such notice, Client and OCI shall complete a joint inspection of the Work to determine the status of completion. In the event that the Work is not substantially complete, Client shall notify OCI in writing giving the reasons therefor. If the Work is substantially complete, Client shall approve and deliver to OCI the certificate of Substantial Completion, which shall establish the date of Substantial Completion.

4.3 Final Completion. Upon completion of the Punchlist items included in the certificate of Substantial Completion and when OCI has fulfilled all other obligations under this Agreement, the Project shall be considered complete and final payment shall become due and payable in accordance with Section 5.7.2 herein.

SECTION 5 - COMPENSATION AND PAYMENTS

5.1 Compensation. OCI agrees to perform the Work and Client agrees to compensate OCI for Work performed in accordance with the Compensation defined in the applicable Purchase Order.

5.2 Mobilization Payment. Within ten (10) Days after execution of an individual Purchase Order by Client and OCI, and as a condition precedent to the effectiveness of the Commencement Date, OCI shall invoice and Client shall pay to OCI a mobilization payment equal to ten percent (10%) of the Compensation specified in the applicable Purchase Order. Such payment shall be credited by OCI on subsequent invoices. In the event that a Purchase Order or this Agreement is terminated in accordance with Section 13 hereof, OCI will pay Client the amount of mobilization payment not previously credited within ten (10) Days after the effective date of termination.

5.3 Invoices. Upon Substantial Completion of the Work, OCI shall submit its invoice to Client, and Client shall make payment in the amount set forth in the applicable Purchase Order. Payment will be due not later than forty-five (45) days from the date of invoice. Client agrees to pay OCI a late charge of one and one-half percent (1.5%) per month on all amounts remaining unpaid, starting on the forty-sixth day following the invoice date.

5.4 Disputed Invoices. In the event Client disputes some element of an invoice, that fact shall be made known to OCI in writing within fifteen (15) Days after receipt of such invoice. OCI will help affect resolution and transmit a revised invoice, as necessary. Undisputed amounts shall be paid in accordance with this Section 5.3. In the event of nonpayment, Client shall be liable for collection costs incurred by OCI, including reasonable attorney's fees.

5.5 Completion and Final Payment

5.5.1 Final Invoice. After OCI has satisfied the conditions for Final Completion under a particular Purchase Order and has fulfilled its other obligations under this Agreement, OCI shall submit an invoice for final payment. The final invoice shall be accompanied by releases or waivers of all liens arising out of or filed in connection with the Work. If any Subcontractor fails to furnish such a release or waiver in full, OCI may, at its option, furnish a bond or other collateral to indemnify Client against any lien .

5.5.2 Final Payment and Acceptance. Client shall, within ten (10) Days after receipt of the final invoice, give written notice to OCI that the Work is acceptable. Otherwise, Client will return the final invoice to OCI, indicating in writing the reasons for refusing to process final payment, in which case OCI shall make the necessary corrections and resubmit the invoice. Upon presentation to Client of the acceptable final invoice and accompanying documentation, in appropriate form and substance, the amount shall become due and will be paid by Client to OCI.

5.5.3 Delay in Final Completion. If, through no fault of OCI, Final Completion of the Work is significantly delayed, Client shall, upon receipt of OCI's final invoice, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5.5.4 Waiver by OCI. Acceptance of final payment shall constitute a waiver of all claims for payment by OCI, except those claims previously made in writing and identified as unsettled at the time of submission of the final payment request.

SECTION 6 - TITLE AND RISK OF LOSS

6.1 Title. Conditioned upon payment by Client of the Compensation set forth in the applicable Purchase Order, OCI warrants that title to all Work, except those proprietary items covered by Section 16, will pass to Client at the time of Substantial Completion, free and clear of all liens, claims, security interests, or encumbrances. OCI shall execute and deliver to Client all appropriate instruments necessary to transfer title.

6.2 Risk of Loss. Notwithstanding which party has title, the risk of damage to or loss of any material, equipment, supplies or other property, whether stored on or off the Project site shall remain with OCI until the date of Substantial Completion or the occupancy of the Project by Client.

SECTION 7 - CHANGES

7.1 Changes for Client's Convenience. Client may order additions, deletions, or revisions in the Work. Such changes shall be authorized in a written change order signed by both parties. If such change increases OCI's costs or adversely affects OCI's ability to meet the Completion Schedule, OCI shall be entitled to additional Compensation and an equitable adjustment in the Completion Schedule. In the event such change results in a reduction of Work or decreases OCI's compensation, said reduction will be reflected in a written change order signed by both parties. OCI shall propose in writing an equitable adjustment in the Compensation and Completion Schedule due to any such change, and Client shall accept or dispute such proposal in writing within ten (10) days of receipt of OCI's proposal. OCI will be under no obligation to proceed with any changed or extra work until OCI receives a signed change order from Client.

7.2 Other Changes. In the event and to the extent that a change in law, changed or unexpected site or subsurface conditions, an act or omission of Client, an error or change in Client-provided information, a Force Majeure event or any event beyond the reasonable control of OCI, affects the Work, increases OCI's costs, or adversely affects OCI's ability to meet the Completion Schedule, OCI shall be entitled to additional Compensation and an equitable adjustment in the Completion Schedule. OCI shall propose in writing an equitable adjustment in the Compensation and Completion Schedule due to any change, and Client shall accept or dispute such proposal in writing within ten (10) days of receipt of OCI's proposal.

7.3 Supporting Documentation. All claims by OCI for adjustments to Compensation, the Completion Date, or the Schedule of Payments under this Section shall be supported by reasonable documentation. OCI will be under no obligation to proceed with any changed or extra work without a Change Order as set forth in this Section.

SECTION 8 - WARRANTIES

8.1 OCI's Warranty. OCI warrants, subject to the other provisions of this Section, that the Work shall be performed in a skillful and workmanlike manner, free from defects in workmanship, and in conformance with the Agreement. OCI's liability for this warranty shall be limited to remedying, at its own expense, any defect in the workmanship caused by OCI's failure to perform the Work in a skillful and workmanlike manner, provided, however: (i) that such defect shall manifest itself within one (1) year of Substantial Completion and (ii) that Client shall give notice in writing to OCI within ten (10) days of its discovery of said defect within the warranty period. OCI shall commence remedial action within ten (10) days of such notice, unless a different time is mutually agreed. Instead of remedying such defect in the Work, OCI, with the concurrence of Client, may pay Client the cost of repair thereof. The obligations of OCI under this Section do not extend to any repairs, adjustments, alterations, replacements, or maintenance required as a result of normal corrosion, erosion, noise level, or wear and tear in the operation of the Project.

8.2 Assignment of Subcontractor Warranties. OCI shall cause all Subcontractor warranties to be assignable to Client or Client's designee. OCI shall assign to Client all unexpired Subcontractor warranties upon the expiration of the period set forth in Section 8.1 above.

8.3 Client-Required Materials, Supplies and Equipment. OCI does not guarantee or warrant, either expressly or impliedly, the materials in or workmanship of materials, supplies and equipment manufactured by third parties and furnished and installed by OCI in the performance of the Work where such materials, supplies and equipment are chosen or required by Client. OCI shall, however, endeavor to obtain from all suppliers and assigns to Client the customary warranties and guarantees of such suppliers with respect thereto, and OCI shall, at Client's expense, render reasonable assistance to Client when requested to enable Client to enforce such warranties.

8.4 Design Services Warranty. Design Services shall be performed in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Design Services. If, during the one (1) year period following completion of the Design Services, it is shown there is an error in the Design Services furnished by OCI, and Client has notified OCI in writing of such error within ten (10) days after discovery thereof within the warranty period, OCI shall cause

the Design Services to be reperformed, at no additional cost to Client, within the original scope of Work as may be necessary to remedy such error.

8.5 Limitation of Warranties. The obligations and representations contained in this Section 8 are OCI's exclusive liability and Client's sole remedy with respect to the quality of the workmanship of OCI and are conditioned on operation and maintenance of the Project in accordance with the manufacturers' and suppliers' operating and maintenance manual and good industry practice. EXCEPT AS PROVIDED HEREIN, THERE ARE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK, AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9 - INDEMNITIES

9.1 Indemnity. OCI shall defend, indemnify and save harmless Client from and against any claims of third parties for loss, liability, or damage (including reasonable attorneys' fees) that may be sustained by Client by reason of injury or death to persons or damage to tangible property to the extent such is caused by the negligent or intentionally wrongful acts of OCI, its Subcontractors, agents, or employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable, or to the extent caused by a material breach of OCI's obligations hereunder.

9.2 Client's Indemnity. Client shall defend, indemnify and save harmless OCI, OCI's affiliates and Subcontractors, from and against any claims of third parties for loss, liability, or damage (including reasonable attorneys' fees) by reason of injury or death to persons or damage to tangible property to the extent such is caused by the negligent or intentionally wrongful acts of Client, its parent and subsidiary companies, or their agents and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable.

9.3 Patent Infringement. OCI shall indemnify, defend, and hold harmless Client, its officers, directors, affiliates, agents, employees, representatives, assigns and successors, from and against any and all claims and suits, liabilities, losses, costs, counsel fees, expenses, damages, judgments, decrees and appeals based upon and incurred as a result of any allegation that the operation of the Project utilizing the process design of OCI, or the manufacture, use or sale of any materials, supplies or equipment designated or furnished by OCI or its Subcontractors as part of the Work, infringes any patent or other intellectual property right; provided, however, that no obligation for indemnification arising under this Section 9.3 shall be imposed upon OCI in the case of any materials, supplies and equipment required by Client to be the product of a particular manufacturer or manufacturers, or the design of which is not provided by the OCI or its Subcontractors.

If, in OCI's opinion, any patent or intellectual property infringement claim or suit might ultimately be resolved in the claimant's favor, and OCI so notifies Client of the same in writing, or if, in any such suit or proceeding, any order is issued restraining or enjoining the use or sale of any such materials, supplies and equipment, OCI or Subcontractor shall, at their or its own expense, and as OCI shall elect, secure for the benefit of Client, the right to continue using and selling such materials, supplies and equipment, by suspension of the injunction, by procuring a license, or otherwise, or shall replace such materials, supplies and equipment, or modify them so that they become non-infringing, or as a last resort, remove said enjoined materials, supplies and equipment and refund the sum paid therefor, together with, in any event, satisfying any order or judgment for the payment of money. OCI's obligations under this Section shall be conditioned upon Client giving OCI prompt notification of and the right and timely opportunity to defend or settle such claim, and Client shall cooperate fully with OCI in defense of such claim and shall not make or negotiate any settlement with the claimant without OCI's prior written consent.

SECTION 10 – HAZARDOUS MATERIALS

10.1 For the purposes of this Section, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, materials or substances, and any other pollutants or contaminants, which are or may become regulated by any applicable local, state or federal laws, including, but not limited to, 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 9601 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. Section 960 et seq., and California Health and Safety Code Section 25100 et seq., and 25300 et seq., California Water Code, Section 13020 et seq., or any successor(s) thereto; (ii) petroleum; (iii) asbestos; (iv) flammable explosives; (v) polychlorinated biphenyls; and (v) radioactive materials, and which are (1) located on the Project site as of the date

of the subject Purchase Order; or (2) brought onto or released onto the Project site by anyone other than OCI or its Subcontractors after the date of the subject Purchase Order.

10.2 In the event that OCI encounters any Hazardous Materials or identifies any other unsafe environmental condition at a Project site, OCI shall notify Client as soon as possible, and OCI may stop performing Work in the affected area without being in breach of its obligations hereunder until such time as Client has properly abated and disposed of such Hazardous Materials and OCI has determined, in its sole discretion, that it is appropriate to resume performance of the Work. In addition, OCI will be compensated for any additional costs and expenses arising from such work stoppage, including, but not limited to, demobilization, stand-by time, and recommencement, and OCI will be entitled to an extension of time for the period of delay arising from such work stoppage. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless OCI and its subcontractors, and their agents, officers, shareholders, directors, partners and employees from all claims, damages and expenses, including attorneys' fees, arising out of or resulting in any way from the investigation, monitoring, cleanup, containment, remediation, removal, storage, disposal, transportation, discharge, dispersal, or escape of any Hazardous Materials.

SECTION 11 - LIMITATION OF LIABILITY

11.1 Consequential Damages. Neither Client nor OCI or any of their related companies shall be liable to each other for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, incidental, indirect, consequential or exemplary damages.

11.2 Limitation of Liability. The total cumulative liability of OCI and any of OCI's affiliated companies to Client for all claims, losses, damages, and expenses resulting in any way from the performance of the Work pursuant to a Purchase Order shall not be greater than the compensation received by OCI under the applicable Purchase Order.

11.3 Exclusive Remedies. The express remedies, obligations and liabilities of OCI and Client set forth in this Agreement are exclusive and are in lieu of any others available at law or otherwise.

11.4 Releases Valid in all Events. To the fullest extent allowed by law, releases from, waivers of, and limitations of liability shall apply notwithstanding the breach of contract, tort (including negligence), strict liability or other theory of legal liability of the party released or whose liability is limited.

SECTION 12 - INSURANCE

12.1 General. OCI shall maintain in effect, at all times during the performance of the Work, insurance coverage with limits as set forth below. Before commencing Work at a Project site, OCI shall furnish Client with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in effect. The certificates shall provide not less than thirty (30) Days advance notice to be given in writing to Client prior to cancellation, termination, or alteration of said policies of insurance. Inclusion of more than one insured under such insurance shall not operate to impair the rights of one insured against another insured, and the coverage and limits afforded by such insurance shall apply as though a separate policy had been issued to each insured.

12.2 Worker's Compensation and Employer's Liability. Worker's Compensation insurance that shall conform to the laws of the state of the Project site and which shall include All States Endorsement and the Voluntary Compensation Endorsement. Employer's Liability insurance will have a limit of \$1,000,000 each occurrence. The Worker's Compensation policy will be primary insurance and noncontributing with respect to persons directly engaged in performance of Work on the site.

12.3 Commercial General Liability. Commercial General Liability insurance (excluding Automobile Liability) providing bodily injury, personal injury, and property damage liability coverage, subject to a combined single limit of \$1,000,000 occurrence and in the aggregate. The coverage will include Blanket Contractual, OCI's Protective, Products and Completed Operations including Broad Form Property Damage and will have no XCU exclusions. The Completed Operations coverage will remain in force for a period of two (2) years, following the Completion Date. This insurance will protect against claims that may arise out of or result from operations away from the Project site.

12.4 Comprehensive Automobile Liability. Comprehensive Automobile Liability insurance, including coverage for liability arising out of the use of owned, non-owned, leased, or hired automobiles for performance of the Work. As used herein, the term "automobile" means any vehicle licensed or required to be licensed under the applicable state vehicle code. Such insurance shall be endorsed to affirm that it is primary. The Comprehensive Automobile Liability insurance shall have a \$1,000,000 combined single limit per occurrence (Bodily Injury and Property Damage Liability) and shall apply to all operations of OCI both at and away from the Project site.

12.5 Builder's Risk/Property Insurance. "All Risk" Builder's Risk/Property insurance until Substantial Completion with a limit equal to the replacement value of the Project.

12.6 Professional Liability Insurance. Professional liability insurance with limits of \$1,000,000 each occurrence and annual aggregate to cover all sums related to Design Services performed under this Agreement.

12.7 Additional Insured. Commercial General Liability, Excess Liability, and Comprehensive Automobile Liability coverage specified in this Section shall include Client as an additional insured with respect to the activities of OCI. These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Client shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

12.8 Waiver of Subrogation. Client and OCI waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, consultants and employees for damages covered by any type of property insurance and shall require their insurers to waive subrogation rights under any applicable policy of property insurance during and after completion of the Work.

SECTION 13 – TERM AND TERMINATION

13.1 Term. This Agreement shall become effective as of the date first written above and shall continue thereafter on an annual basis, unless terminated as set forth in this Section. In the event of any such termination, the terms and conditions of this Agreement will continue in effect for any Purchase Order that is outstanding at the time of termination.

13.2 Termination by Client

13.2.1 For Convenience. In the event Client abandons the Project or determines that it no longer desires to complete the Project, Client may terminate this Agreement upon ten (10) Days written notice to OCI. If Client determines that it no longer desires to complete a previously-issued Purchase Order, Client may terminate the Work under such Purchase Order upon five (5) Days written notice to OCI. If the Agreement or Work under a Purchase Order is so terminated, then Client shall pay OCI for

- (a) Work completed or partially completed through the date of termination; plus
- (b) costs associated with an orderly termination of the Project, including costs of unused materials, equipment, tools, construction equipment and machinery, warehousing, cancellation and restocking charges, engineering and other services, for which Client has agreed to compensate OCI under the Purchase Order and this Agreement; plus
- (c) reasonable equipment and demobilization expenses; plus
- (d) reasonable and customary settlement costs with Subcontractors, including restocking fees and warehousing cancellation costs; plus
- (e) other reasonable termination expenses as may be identified and mutually agreed by Client and OCI.

13.2.2 For Cause. Client may terminate, at its option, all or any portion of the Project for cause in the event OCI fails substantially to perform or commits a material breach of this Agreement. Client shall notify OCI in writing of its intent to terminate and the basis for termination, and OCI shall have ten (10) Days from the date notice is received to cure or submit a plan for cure acceptable to Client. If OCI fails to cure or submit a plan for cure within ten (10) Days, Client may then give a second written notice and, after an additional five (5) Days, may, without prejudice to any other remedy hereunder, make good such deficiencies and deduct the cost thereof from the payment due OCI or, at Client's option, terminate OCI and take possession of the Project site and all materials, equipment, tools,

construction equipment and machinery thereon owned by OCI and finish the Work. If the unpaid balance of the Compensation under the applicable Purchase Order exceeds the expense of finishing the Work, Client shall pay OCI the excess, but if the cost exceeds the unpaid balance, OCI shall pay the difference to Client.

13.3 Termination by OCI. If Client fails to make payment of an undisputed invoice when due or otherwise commits a material breach of this Agreement, OCI may give written notice of OCI's intention to terminate this Agreement. If Client fails to cure or submit a plan to cure within ten (10) Days after receipt of such notice by Client, OCI may terminate this Agreement. If so terminated, Client shall pay OCI for

- (a) Work completed or partially completed through the date of termination, including partially completed Purchase Orders; plus
- (b) proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including overhead, profit, and damages; plus
- (c) reasonable equipment, employee and office demobilization expenses; plus
- (d) reasonable and customary costs of settlement(s) with Subcontractors, including restocking fees and warehousing cancellation costs; plus
- (e) other reasonable termination expenses as may be identified and mutually agreed by Client and OCI.

SECTION 14 - FORCE MAJEURE

Any delays or failure to perform by either party shall not constitute default hereunder if, and to the extent, caused by a Force Majeure Event. In the event of any such delay, the affected party shall notify the other party in writing within ten (10) Days of the occurrence of any such event. Notwithstanding, the parties will proceed with due diligence to alleviate such delay and continue the performance of all obligations hereunder to the extent reasonably possible. In the event a Force Majeure Event continues for a period of sixty (60) Days, either party may elect to terminate this Agreement or the subject Purchase Order in accordance with Section 13 hereof, with no further liability. Notwithstanding the foregoing, the obligation to pay money in a timely manner for Work actually performed shall not be excused due to an event of Force Majeure and shall not be subject to suspension.

SECTION 15 – DISPUTE RESOLUTION

15.1 Negotiation. In the event a dispute arises between Client and OCI regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than ten (10) Days after such dispute arises. If the parties fail to resolve the dispute within ten (10) Days after receipt of such notice, each party shall, within five (5) Days thereafter, nominate a senior officer of its management to meet at the Project site, or at any other mutually agreed location, to resolve the dispute.

15.2 Mediation. If no settlement is achieved within ten (10) Days after a meeting between senior officers, then the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to mediation in accordance with the then current rules for mediation promulgated by the American Arbitration Association (“AAA”). The mediation proceedings shall be held in Sacramento, California, and each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of AAA. Such mediation will be held within thirty (30) Days of submission to AAA.

15.3 Arbitration. If such dispute is not resolved by mediation, then the parties agree to resolve the dispute by binding arbitration administered by AAA under its Construction Industry Arbitration Rules, current as of the date such dispute is submitted to AAA, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be based in Sacramento, California, and each party irrevocably submits to the exclusive jurisdiction of the arbitration panel on any disputes arising under this Agreement and irrevocably waives any objection related to *forum non conveniens* that it might have. The decision rendered in such arbitration shall be final, and the parties hereto agree that such award shall be in lieu of any other remedies.

15.4 Continuation of Work. During the pendency of any dispute, the parties will continue to execute their obligations under this Agreement, except for disputed portions thereof, unless otherwise mutually agreed in writing.

SECTION 16 - PROPRIETARY RIGHTS

16.1 Rights to Intellectual Property. OCI shall retain its pre-existing rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Work shall remain the property of OCI. OCI hereby grants to Client an irrevocable (except in the event of a breach of this license), nonexclusive, royalty-free license to utilize OCI's proprietary property provided to Client as part of the Work to the extent necessary for the construction, operation, maintenance, repair, or alteration of the facility.

16.2 Instruments of Service; Reuse. All documents, including drawings, specifications, and computer software prepared by OCI pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse on extensions of the Project or any other project. Any such reuse without prior written approval, and verification or adaptation by OCI for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to OCI. Client shall defend, indemnify, and hold harmless OCI and its affiliates, subcontractors, vendors, employees, agents, officers and/or assigns against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse.

16.3 Return of Materials. Upon Client's written request, OCI shall return to Client all computer software, computer programs, codes, magnetic tapes, printouts, samples, notes, records, reports, documents, customer and prospective customer lists, memoranda, plans, blueprints, correspondence, proposals, drawings, letters, flow-charts, manuals, strategies, techniques, photographs, catalogs and writings and all copies thereof, developed, prepared or created during OCI's engagement by Client and, without limiting the foregoing, OCI shall promptly deliver to Client any and all documents or materials constituting Client-provided information; provided, however, that OCI may retain one (1) office copy of any materials produced by OCI for Client pursuant to the terms of this Agreement, which shall continue to be subject to the terms of this Agreement.

SECTION 17 - COST RECORDS

OCI shall maintain fiscal records and books of account pertaining to the Project in accordance with generally accepted accounting principles consistently applied. OCI shall keep and maintain complete records of its direct costs incurred in connection with this Agreement. OCI authorizes independent third parties designated by Client to inspect and audit, during business hours, all such records (to the extent necessary to verify direct costs associated with this Agreement). Such records, books, and accounts shall be preserved by OCI and shall be available for audit for a period of two (2) years after Final Completion of the Work under a particular Purchase Order.

SECTION 18 - INDEPENDENT CONTRACTOR

OCI shall be an independent contractor, and neither OCI nor its Subcontractors shall be deemed to be agents of Client in the performance of the Work. Client shall not have any control over the methods and means by which OCI performs the Work. The parties agree that in the performance of the Work, OCI shall not perform any act or make any representation that OCI is the agent of Client.

SECTION 19 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.

SECTION 20 – NOTICES

Any notice required to be given under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the respective party at the address below, or to such other address as may be provided by amendment to this Agreement:

- (a) if to Client:
South Feather Water and Power Agency
2310 Oro-Quincy Hwy
Oroville, CA 95965
Attn: Kathryn M. Petersen
Fax:530-533-9700
With a copy to: Michael Glaze, General Manager

- (b) if to OCI:
Overland Contracting Inc.
11401 Lamar Avenue
Overland Park, KS 66211
Attn: Paul Miller
Fax: 913-458-8683
With a copy to: Telecom Contracts Manager

A notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Client and OCI.

SECTION 21 - WAIVER

A waiver by either Client or OCI of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 22 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined void.

SECTION 23 - INTEGRATION

This Agreement is the entire and integrated agreement between Client and OCI with respect to the Work and may not be amended, supplemented, or modified except by written instrument executed by both parties. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and OCI.

SECTION 24 - ASSIGNMENT

The terms, provisions and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto, their successors and assigns; provided, however, neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Section shall prevent OCI from employing independent consultants, associates, and Subcontractors to assist in the performance of the Work. Notwithstanding any agreement with any

Subcontractor(s), OCI shall be solely responsible for the Work, and has complete and sole responsibility as a principal for its agents and all others it hires to perform or assist in performing the Work.

SECTION 25 – SURVIVAL OF TERMS

Upon completion of the Work or termination of this Agreement, provisions relating indemnity, waivers and limitation of liability, including, but not limited to, Sections 9, 10, 11, and 16, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOUTH FEATHER WATER AND POWER AGENCY

OVERLAND CONTRACTING INC.

By _____

By _____

Name MICHAEL C. GLAZE

Name _____

Title GENERAL MANAGER

Title _____

Appendix A
STATEMENT OF UNDERSTANDING FROM
OCI'S PROPOSAL TO CLIENT DATED OCTOBER 7, 2005

Black & Veatch has a very good understanding of the project requirements. We have visited the project sites (with the exception of the PG&E and Sanborn Mine locations). We have reviewed photos of the Sanborn Mine repeater. In summary form, we will accomplish the following:

- Prepare detailed design drawings pertaining to each facility as needed.
- Prepare and obtain permitting applications.
- Purchase the equipment and, through our subcontractors, install it.

Specifically, the scope of the project will entail the following items -

1. Replacement of the Forbestown Headquarters to Sunset Hill microwave path.

The path is currently diffracted and not performing well. We have modeled this path and concur that diffraction is an issue along this path. SFWPA suggests that a passive repeater be placed on Pike County Peak. Our proposal is to connect the Headquarters building with Sunset Hill via fiber optic cable. We believe the use of fiber brings long-term technical advantages to SFWPA in terms of being able to fully utilize the planned 8 DS1 capacity of the radios atop Sunset Hill. The fiber will very likely be less expensive than the cost of a pair of radios, a passive repeater and the likelihood of another tower to support these antennas, and frequency coordination. It would also allow removal of an antenna on Sunset Hill.

2. Implementation of a new path from Sunset Hill to the Oroville Office.

The requirement as stated in the RFP is a DS1 from the Oroville office to the Forbestown office via a passive repeater at Monte de Oro. We propose that the path from Oroville office to Sunset Hill be in the 6 GHz band. The existing passive repeater on Monte de Oro is a billboard panel oriented to serve the Sunset Hill to Kelly Ridge power house path. We propose that a tower be constructed behind the existing billboard sufficiently high to support the required pair of back to back antennas to implement the Sunset Hill to Oroville office path. The presence of this billboard will reflect 6 GHz energy from Sunset Hill to Kelley Ridge power house, and from Oroville office to some point in the hills, though we believe that the coordinator will not find this to be a restrictive issue.

The Monte de Oro site, which we have observed is actually on a peak very close to the site properly known as Monte de Oro (private property), will be accessed via helicopter. We propose to use the Kelly Ridge road, near the power house, as a marshalling point for helicopter operations.

At the Oroville office, a new tower will be constructed. We propose to build a communication shelter adjacent to this tower. These facilities will be located generally in the southeast corner of the materials storage lot to the south of the Oroville office. We propose a short run of fiber to connect the communication equipment in the office to that which is located in the communication shelter. The shelter will be sized for additional equipment in the event that the microwave system needs to be extended from this site or other services, such as additional two-way radio, might be added to the site.

3. Upgrade equipment on the path from Sunset Hill to Chico (PG&E).

The present link operates on the 2 GHz band. We propose to leave this path's antennas in place in their present diversity configuration and to install the new 8 DS1 (2.47 GHz licensed) radios at both ends of the path. We are assuming that a channel bank at Chico will be needed to make a voice-frequency interconnection with PG&E. If PG&E can supply a DS1 connection point, then the channel bank will not be required.

We see no reason to change this path to the 6 GHz band at this time. Doing so would require significant expense in re-engineering this diversity path with new antennas and the need to do an additional structural

analysis on the PG&E tower. However, if there are other reasons yet unknown to us for moving this path to 6 GHz, we are capable of doing so at additional cost.

4. Upgrade equipment on the path from Sunset Hill to Forbestown Power House.

This link presently operates in the 6 GHz band. The initial installation of this link was on 2 GHz. Reflections from the hillside and wide antenna patterns made the use of a passive repeater difficult in the 2 GHz band. The change to 6 GHz alleviated these problems. We propose that the existing antennas and frequencies be retained when implementing the new 8 DS1 digital radios. A channel bank will be installed at the power house.

5. Upgrade equipment on the path from Sunset Hill to Sanborn Mine Repeater and to Sly Creek Power House.

These two paths operate on 2 GHz. We propose to put these paths on the 2.4 GHz band with new 8 DS1 radios. We propose change out microwave radio equipment only at Sanborn Mine via helicopter transport. Sanborn Mine's power supply and antenna configuration will not need to be altered. A channel bank will be installed at the power house.

6. Upgrade equipment on the path from Sunset Hill to Woodleaf Power House.

This path operates on 2 GHz. We propose to put this path on the 2.4 GHz band with new 8 DS1 radios. A channel bank will be installed at the power house.

7. Upgrade equipment on the path from Sunset Hill to Kelly Ridge Power House.

This path operates on 2 GHz. We propose to put this path on the 2.4 GHz band with new 8 DS1 radios. A channel bank will be installed at the power house.

Additional Detail at the Power Houses

We observed that the equipment cabinet and rack provisions at all of the power houses are nearly identical. We propose to acquire the same internal rack structure and pre-mount equipment on this rack so that installation will be facilitated by removing the whole of the existing rack from the cabinet and replacing it with a new rack of equipment. Following this, connections for the antenna, power supply, and circuits from the channel bank will be made. This approach will facilitate the schedule and will allow a certain degree of wiring checking to be done prior to arrival at the power house.

At all of the power houses, we propose to utilize the existing 24 volt power supply with a DC-DC converter to supply any 48 volt equipment. However, we strongly recommend that the station battery be used with two circuits from it to feed two DC-DC converters and in this event, we would power the radios and the channel bank at 48 volts DC. This revision to the power supply would enhance the reliability of the system - the station battery is usually a very well maintained DC supply and a separate 24 volt battery can be eliminated. Dual converters, each sized to take the full load, will give the communication equipment power supply a high degree of reliability.

Additional Detail at Sunset Hill

The diagram on the following page shows a block diagram of the DS1 connections at Sunset Hill. The diagram shows radios for paths to Headquarters (HQ), Oroville office (OO), PG&E at Chico (PG), Woodleaf power house (WL), Sanborn Mine / Sly Creek (SM/SC), Forbestown power house (FT), and Kelly Ridge power house (KR). A DS1 cable from each radio will connect to a patch panel and thence to a DACS, as needed. Not all DS1 circuits will be required to go through the DACS. This is emphasized by showing the Headquarters to Oroville office DS1 being looped at the patch panel. As shown, one DS1 on this route will be straight through and another will be accessible at the DACS.

The diagram shows a radio for communicating with Headquarters. We propose that this device be a low capacity fiber transceiver, with a matching unit at Headquarters. Suitable equipment is available from TC Communications, IFS, and American Fibertek, among others. Capacity is often in the form of two, four, and eight DS1s in one transceiver, with higher capacity available. Higher capacity, such as a DS3, would require additional multiplexing on each end of the link. For this short haul fiber link, it would be beneficial to avoid the

multiplex equipment and just utilize additional fiber pairs and additional transceivers if a moderate increase in capacity is desired.

There is a need to have a DS1 be delivered from Headquarters to the Sunset Hill site for a telephone and low speed data. In addition, there is a SCADA issue that can be solved as described below with a local voice level provision.

The DACS can be equipped with a 10 Mbps Ethernet interface for access to the SFWPA network, if desired. We show a 16-port DACS. This DACS may also be made of a number of smaller-port devices and doing so lessens vulnerability of a complete outage if a DACS unit should fail. This is an issue for final design, though we recommend that a pair of 8-port units be considered and that a third be incorporated for full protection in the event one DACS unit fails.

Sunset Hill has a 24 volt DC power supply system. The radios we propose to use will operate on 20 to 60 volts DC. The DACS units typically operate on 48 volts. We propose to keep the site at 24 volts to minimize costs and to incorporate DC to DC converters to power any 48 volt equipment. However, we recommend that SFWPA change the power supply to the more common 48 volt plant. In this conversion process, dual chargers can be incorporated and, during cut-over, a temporary 48 to 24 volt converter can be implemented to keep 24 volt units powered until removal.

FCC Licensing

SFWPA will prepare and submit all required materials for frequency coordination and licensing.

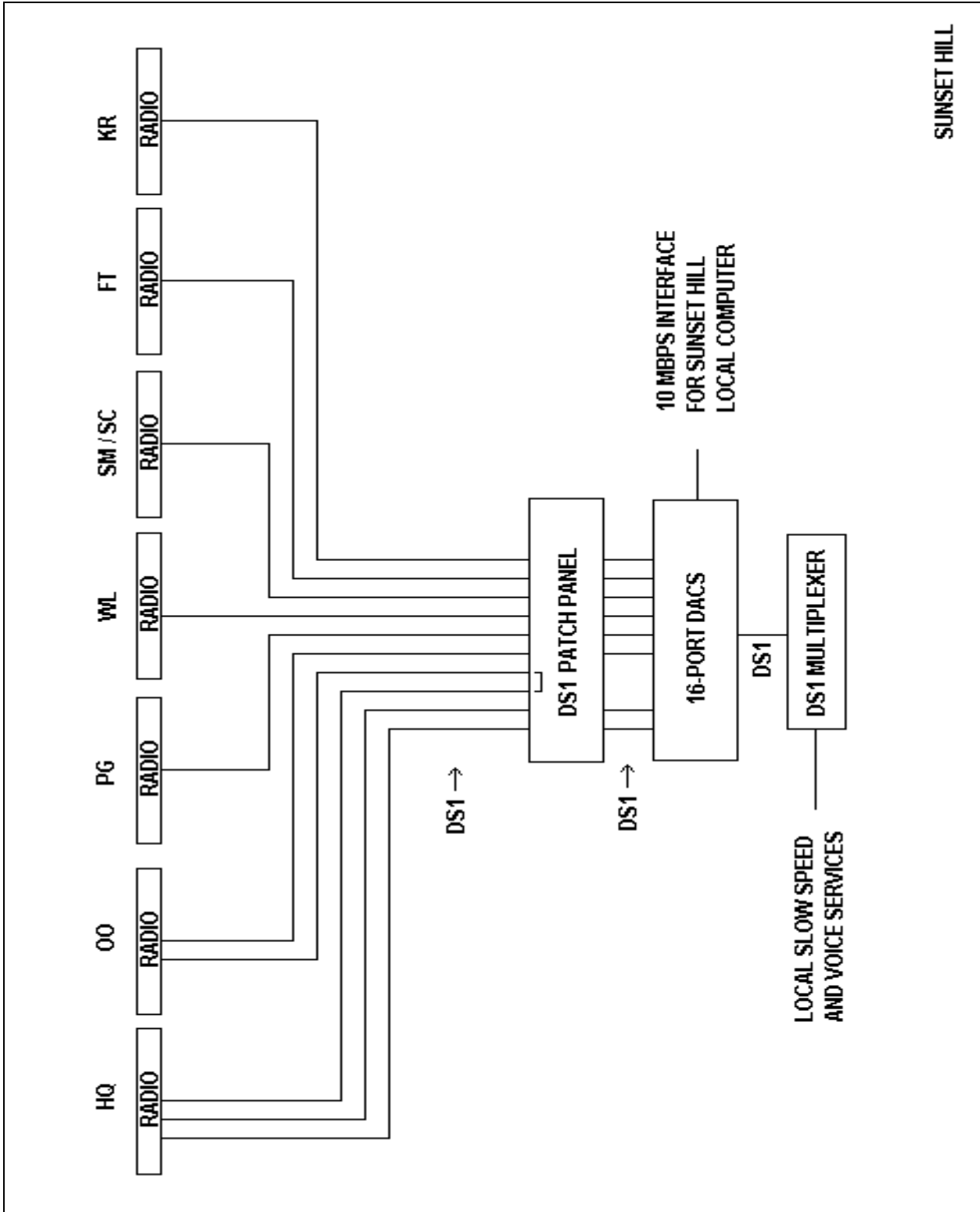
SCADA

SCADA communications from PG&E comes to SFWPA as an analog modem tone following the Bell 202T tone standards on a 4-wire basis. Assuming that PG&E continues to interface at a voice frequency level at Chico, this modem tone will need to be divided and made to appear on a DS0 assignment in a DS1 which is routed to each of the four radios which serve the power houses. This can be accomplished as shown on the diagram on the following page.

The DS1 from PG&E, which contains a DS0 with SCADA modem tones, is connected through the patch panel and then to the DACS. This DS0 is routed to the DS1 which goes to the local Sunset Hill multiplexer. The output, on an audio card, goes to the active bridge network where incoming data is paralleled on four separate audio ports (4 red lines in the diagram). This audio goes back to audio cards in the mux and these 4 DS0s are assigned to the appropriate DS1 in the DACS. The DS1s destined for the power houses then connect, one each, to the appropriate radio. Return data from the power houses follows the described path in reverse order.

We propose to utilize the existing bridging devices and to maintain its operation during the implementation of the system. During the implementation process, some of the audio tones will arrive via the new digital radios and some of the audio tones will arrive via radios (soon to be replaced).

This technique permits intervention into the audio lines for testing and trouble shooting as is presently done. SFWPA may, however, want to consider moving this function to the Headquarters building. This may offer some convenience in that testing of the SCADA circuits may be done from the Headquarters building instead of going atop the hill.



SUNSET HILL

