



651 Commerce Drive
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Memo

Date: April 28, 2020
To: Facilities Committee
From: Brian Schinstock, Chair
Subject: April 30, 2020 NCPA Special Facilities Committee Meeting Notice

PLEASE TAKE NOTICE that, pursuant to Government code section 54956, a special meeting of the Northern California Power Agency Facilities Committee is hereby called for April 30, 2020 at 10:00 am to discuss those matters listed on the attached Agenda. The meeting will be held at NCPA's Roseville Offices, 651 Commerce Drive, Roseville, California, 95678.

BRIAN SCHINSTOCK
Facilities Committee Chair

BS:cp



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Agenda

Date: Thursday, April 30, 2020

Subject: Facilities Committee Special Meeting / Conference Call

Location: NCPA Headquarters, 651 Commerce Drive, Roseville, CA

Time: 10:00 am

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-29-20 issued March 17, 2020 that allows attendance by Committee Members, NCPA staff, and the public to participate and conduct the meeting by teleconference.

You may participate in the meeting via teleconference by:

Dial: 1 866-899-4679

Code: 737-150-269#

The Facilities (Committee) may take action on any of the items listed on this Agenda regardless of whether the matter is described as an Action Item, or an Informational Item. This agenda is often supplemented by various documents which are available to the public upon request. Pursuant to Government Code Section 54957.5, the following is the location at which the public can view agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or www.ncpa.com.

Persons requiring accommodation in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

REVIEW SAFETY PROCEDURES

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who wishes to address the Committee on matters not on the Agenda, but within the subject matter jurisdiction of the Committee, or any member of the public who desires to address the Committee on any item considered by the Committee at this meeting before or during the Committee's consideration of that item, shall so advise the Chair and shall thereupon be given an opportunity to do so.

DISCUSSION / ACTION ITEMS

- 2. NCPA CT1 Facility – CT1 Alameda Unit 2 Turbine Maintenance Project** – Staff is seeking a recommendation for approval of the CT1 Alameda Unit 2 Turbine Maintenance Project, granting authority to the General Manager to award bids, enter into agreements, and issue purchase orders, for an amount not to exceed \$645,000, to be funded from the CT1 Maintenance Reserve Account. (*Sponsor: CTs*)

- 3. All Generation Services Facilities, Members, SCPPA – Sulzer Turbo Services Houston, Inc. Second Amendment to MTGSA-EMS** – Staff is seeking a recommendation for approval of a Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc., extending the contract expiration date to August 12, 2020, with no change to the not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Sponsor: CTs*)

ADJOURNMENT

/cp



Commission Staff Report

Date: April 28, 2020

TO: Randy Howard, General Manager

SUBJECT: CT1 Alameda Unit 2 Turbine Maintenance Project; Applicable to the following projects: NCPA CT1 Facility.

FROM:	Joel Ledesma	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Staff recommends approval of the CT1 Alameda Unit 2 Turbine Maintenance Project, in accordance with NCPA Purchasing Policies and Procedures, and consistent with Local Emergency concerning the COVID-19 Virus Proclamation Resolution 20-30, granting authority to the General Manager to enter into agreements and to issue purchase orders for the project, for a total not to exceed amount of \$645,000.

BACKGROUND:

CT1 Alameda Unit 2 has been in a planned outage since the beginning of March. During a routine borescope inspection of the internal condition of the gas turbine, two blades were identified to have cracks which were within acceptable tolerances for internal repair. However, when working to restore oil so the turbine could be turned and blend out the cracks, additional blades were discovered to be cracked, one of which was found to be outside the range of acceptable for repair. NCPA also discovered a feather seal which has begun migrating out of position, with the potential to cause significant damage to downstream parts if it liberates. In order to minimize risk of further damage, a "modified minor" Hot Gas Path should be performed.

This facility is essential in providing electric power to the electric grid in the communities serviced by the Member-Owners during this pandemic and through the summer in support of grid reliability. This maintenance work will allow the unit to continue operating and to prevent additional damage to the unit.

FISCAL IMPACT:

The cost to perform the necessary work shall not exceed \$645,000. The funds for this are not budgeted. CT1 has \$3,444,805 in Maintenance Reserve. It is recommended to use these funds for the project. The Maintenance Reserve will not need to be replenished as a result of this work.

SELECTION PROCESS:

The scope of work was sent to four bidders, Allied Power Group, LLC, Mechanical Dynamics & Analysis, LLC (MD&A), Sulzer Turbo Services Houston, Inc., and Trinity Turbine Technology, LP. NCPA has bid the specific scope of work consistent with NCPA procurement policies and procedures. Bids were received from Allied, MD&A and Sulzer. MD&A cannot perform the parts refurbishment aspect of the job. Between Allied and Sulzer, Sulzer is the best overall value to NCPA to complete the job.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

This Project is being presented for review and approval at the April 30, 2020 Special Facilities Committee meeting.



Commission Staff Report – *DRAFT*

Date: April 30, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: Sulzer Turbo Services Houston, Inc. – Second Amendment to the Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
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RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. in accordance with NCPA Purchasing Policies and Procedures and consistent with Local Emergency concerning the COVID-19 Virus Proclamation Resolution 20-30, granting authority to the General Manager to execute this Second Amendment to extend the term of the Agreement by three months, to August 12, 2020. Following approval, the General Manager will update the Commission.

BACKGROUND:

Inspection and maintenance related services and purchase of spare parts are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members.

NCPA entered into a five year Multi Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. effective May 12, 2015 for an amount not to exceed \$1,500,000. A first amendment was executed on August 30, 2017 to allow for NCPA members, SCPPA and SCPPA Members to utilize the agreement.

The CT1 Alameda Unit 2 has been in a planned outage since the beginning of March. During the outage, it was determined that a “modified minor” Hot Gas Path (HGP) should be performed. The HGP scope of work was sent to four bidders and Sulzer was determined to be the best overall value to NCPA to complete the job. NCPA’s current agreement with Sulzer expires on May 12, 2020, and the HGP work will go beyond this date. This second amendment will extend the expiration date of the agreement by three months to August 12, 2020. This agreement is still available for use at any facility owned and/or operated by the Agency, NCPA Members, SCPPA, or SCPPA Members.

This facility is essential in providing electric power to the electric grid in the communities serviced by the Member-Owners during this pandemic and through the summer, in support of grid reliability. This work will allow the unit to continue operating as a result of this work.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has an enabling agreement in place for similar services with Allied Power Group, LLC. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best value to NCPA. NCPA will

issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

This agreement is being presented for review and approval at the April 30, 2020 Special Facilities Committee meeting.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc.
- First Amendment to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc.
- Second Amendment to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc.

RESOLUTION 20-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH SULZER TURBO SERVICES HOUSTON, INC.

(reference Staff Report #XXX:20)

WHEREAS, inspections and maintenance services and spare parts purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Sulzer Turbo Services Houston, Inc. is a provider of these services; and

WHEREAS, NCPA and Sulzer Turbo Services Houston, Inc. entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies effective May 12, 2015; and

WHEREAS, NCPA and Sulzer Turbo Services Houston, Inc. executed a First Amendment on August 30, 2017 to allow for NCPA members, SCPPA and SCPPA members to utilize the agreement; and

WHEREAS, NCPA seeks to extend the term of the agreement by three months, to August 12, 2020; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency concurs the General Manager's approval of the Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. consistent with Local Emergency concerning COVID-19 Virus Proclamation Resolution 20-30, to extend the term of the Agreement by three months, to August 12, 2020.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SULZER TURBO SERVICES HOUSTON, INC.**

This agreement for general services and purchase of equipment, materials, and supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Sulzer Turbo Services Houston, Inc., a Delaware corporation with its office located at 11518 Old La Porte Road, La Porte, TX 77571 ("Contractor"), (together sometimes referred to as the "Parties") as of 5/12/
2014 ("Effective Date") in Roseville, California.

2015 AT-

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and goods collectively referred to as "Work" herein). Contractor shall deliver the Goods, as further specified in Exhibit B to this Agreement, and title for Goods shall not pass until the Agency accepts delivery at Agency's Project Site and has paid for the Goods.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end five (5) years from the date this Agreement was signed by Agency.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000.00)** for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule,

Multi-Task General Services Agreement between
Northern California Power Agency and Sulzer Turbo Services Houston, Inc.

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attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option for Work other than that done on a fixed-price/lump sum basis agreed to by the Parties, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- At Agency's option for Work other than that done on a fixed-price/lump sum basis agreed to by the Parties, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement. Agency shall provide Contractor with any applicable tax-exemption information for the Work.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the

ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention of no more than \$100,000. Contractor agrees that it shall not allow endorsements or other modifications which will materially and adversely affect or eliminate the coverage required herein.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. [Intentionally omitted.]

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency's status as an additional insured, which status as an additional insured shall be limited to the extent, and only to the extent, of Contractor's indemnity obligations under this Agreement, and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. The indemnification and hold harmless clause in this Section 5 shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers,

employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature (for purposes of this section, "Claims"), to the extent Claims arise out of or in connection with the negligence, recklessness or willful misconduct of Contractor, its officers, officials, agents, and employees.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where

written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California, excluding its conflict of laws provisions, shall govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically rejected.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents identified as deliverable pursuant to Section 9.1 of this Agreement.

8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** In case of breach by Contractor, Agency shall be entitled to cancel the Purchase Order, but only if (1) Contractor's breach is of material nature, (2) Agency has given 10 days prior written notice (or such longer time as may be determined by Agency) to Contractor of such breach and (3) Contractor does not cure, or substantially commence and diligently pursue cure of, the breach to Agency's reasonable satisfaction within that period, or such longer period as Agency may determine. If part of the goods or supplies delivered by Contractor to Agency can and will be used by Agency, Contractor shall be entitled to be paid for that part a fair and equitable price, as agreed upon by the Parties. Parts of the Work which will not be bought by Agency shall be returned to Contractor at Contractor's costs, and Contractor shall reimburse the Purchase Order price that was received for such parts. .

If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall (after complying with the notice and cure procedures described above) include:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product expressly specified as deliverable and prepared by Contractor pursuant to this Agreement; and/or

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** Subject to any rights, title or interests expressly granted by this Agreement, no party shall acquire any right, title, or interest in or to any intellectual property (including, without limitation, patents, copyright and trade secrets) of any other party. In addition, nothing herein shall be construed to mean that Contractor's patterns, tools, equipment, shop drawings, or any other item not specified as deliverable shall be or become the property of Agency or that Contractor shall be required to deliver such items unless expressly identified as a deliverable. All discoveries, inventions, developments, improvements and techniques pertaining to Contractor's products or services (whether or not capable of patent or like protection) which Contractor or employees, agents, or subcontractors of Contractor may conceive or make alone or with others and which may directly or indirectly result from or in the performance

of the work by Contractor, shall be the sole and absolute property of Contractor. Contractor will document all Work performed for Agency to the extent reasonably possible and as otherwise required by the Agreement. Notwithstanding the preceding, Contractor grants to Agency a perpetual, royalty-free, non-exclusive license to use and reproduce such discoveries, inventions, developments, improvements, and techniques to the extent necessary for the operation, maintenance, and repair of the Work delivered pursuant to this Agreement.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that (1) Contractor prepares pursuant to this Agreement, (2) are expressly identified as deliverable, and (3) that relate to the matters covered hereunder, shall be the property of the Agency. Contractor hereby agrees to deliver those deliverable documents to the Agency upon termination of the Agreement.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, Contractors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Conclusion of Agreement: Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the

Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work. Agency shall (1) immediately notify Contractor of any contamination that may exist in any part of its facility or on the equipment where Work may or is being performed where such contamination may be due to any hazardous material, including but not limited to, asbestos containing parts, insulation or gaskets or nuclear radiation and (2) be obligated, at its own expense, to decontaminate its facility or parts of the equipment to be repaired or replaced hereunder, which may be contaminated due to any hazardous material, so that such hazardous material shall be reduced or eliminated to a level in which the facility is safe to occupy and/or such parts may be handled and/or shipped in a safe manner and in accordance with all applicable laws and regulations and industry accepted standards without special licensing from any government regulatory authority. Notwithstanding anything contained in this Agreement to the contrary, until the decontamination or radioactive environment has been reduced to a safe, legal and industry accepted standard for occupancy by Contractor's personnel without the need for special protective clothing, Contractor shall be under no obligation to remove, disassemble, repair, reassemble or reinstall or provide any other service to such equipment.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** Contractor warrants that all Work shall be free from defects in design (if the design is by Contractor) and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including

engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

- 11.2 Deficiencies in Work.** The warranty period shall be twelve (12) months, which starts upon completion of the Work. Contractor shall be responsible for uncovering, gaining access to, removing and replacing any portion of the Work necessitated by the warranty set forth herein, provided that if after such uncovering and gaining access, it is found that Contractor's Work is not responsible for the event or events that caused the need for repairs, Agency and Contractor shall work together in good faith to reimburse or to credit Contractor for its reasonable, actual and direct costs for the uncovering and gaining access.

If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon reasonable written notice from Agency, replace or repair the same to Agency's reasonable satisfaction.

For that parts of the Work that have been replaced or repaired under the warranty, the warranty period will commence again and be for a period not to exceed six (6) months after replacement or completion of the repair or replacement, in any case no longer than for a period of twelve (12) months calculated from the end of the warranty period referred to above.

The warranty contained in this section will terminate immediately if Agency or a third party undertakes inappropriate or improper modification or repairs or if Agency, in case of a defect, does not take timely and appropriate steps to mitigate damages and notify Contractor in writing of its obligations to remedy such defect.

Excluded from Contractor's warranty are deficiencies caused by design of the equipment (unless Contractor provided the design), normal wear and tear, improper maintenance, Agency's failure to observe the written operating instructions. Contractor explicitly excludes any warranty for erosion or corrosion. Correction of nonconformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Contractor to Agency, whether based on contract, negligence or otherwise, with respect to goods delivered and/or services performed.

CONTRACTOR MAKES NO OTHER WARRANTY OR REPRESENTATION WITH REGARD TO THE WORK OTHER THAN AS SPECIFIED IN THIS SECTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- 11.3 **Assignment of Warranties.** To the fullest extent possible, Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

- 12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Sulzer Turbo Services Houston, Inc.
Attention: Tony Dunkle
11518 Old La Porte Road
La Porte, TX 77571

With a copy to:

Sulzer Turbo Services Houston, Inc.
Attention: Legal Counsel
11518 Old La Porte Road
La Porte, TX 77571

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

13.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.10 Integration; Incorporation. This Agreement, including Exhibits A, B, and C, attached hereto, represents the entire and integrated agreement between Agency and Contractor

and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement, and the Exhibits hereto, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

13.16 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE, INTERRUPTION OF PRODUCTION, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, ANY AND ALL COSTS RELATING TO DELAY, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR CLAIMS BY AGENCY'S CUSTOMERS FOR SUCH DAMAGES, IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER BASIS OF LEGAL LIABILITY.

THE AGGREGATE TOTAL LIABILITY OF EITHER PARTY WITH RESPECT TO CLAIMS ARISING OUT OF OR RELATING, IN ANY MANNER, TO THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE WORK, WHETHER BASED ON CONTRACT, WARRANTY, GUARANTEE, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) (FOR PURPOSES OF THIS PARAGRAPH, "CLAIMS"), SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000) PER CALENDAR YEAR; PROVIDED, HOWEVER, THAT WHERE A CLAIM ARISES FROM A PARTICULAR PURCHASE ORDER THAT IS IN AN AMOUNT GREATER THAN TWO MILLION DOLLARS (\$2,000,000), THE TOTAL LIABILITY OF EITHER PARTY UNDER THAT PARTICULAR PURCHASE ORDER SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000) OR THE AMOUNTS PAID TO CONTRACTOR FOR THE PERFORMANCE OF THE WORK PURSUANT TO THAT PARTICULAR PURCHASE ORDER, WHICHEVER IS GREATER.

FOR THE AVOIDANCE OF DOUBT, PURCHASE ORDERS IN EXCESS OF TWO MILLION DOLLARS (\$2,000,000) SHALL NOT BE INCLUDED FOR ANY REASON IN DETERMINING THE TWO MILLION DOLLAR (\$2,000,000) ANNUAL AGGREGATE TOTAL LIABILITY CAP SET OUT IN THE PRECEDING PARAGRAPH. CALENDAR YEARS SHALL BE DETERMINED BEGINNING ON THE EFFECTIVE DATE OF THE AGREEMENT AND CONTINUE FROM YEAR TO YEAR THEREAFTER DURING THE TERM OF THE AGREEMENT.

THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

13.17 **Termination for Convenience.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled for reimbursement according to Exhibit B hereof for the Work performed prior to the notice of termination, plus Contractors' actual, direct, and unavoidable costs resulting from the termination which in no event to exceed the

amount of the Purchase Order and shall not include any overhead, indirect costs, profit, or damages. Contractor shall to the fullest commercially reasonable extent possible mitigate any such costs.

13.18 Force Majeure

13.18.1 If a Force Majeure Event prevents either Party from performing any obligation under this Agreement, that inability to perform will not constitute breach, and the schedule for performance will be extended, if the Party asserting the Force Majeure Event ("Asserting Party") (1) uses reasonable efforts to perform its obligations, and (2) complies with its obligations under Section 13.18.3.

13.18.2 For purposes of this agreement, "Force Majeure Event" means, with respect to the Asserting Party, any event or circumstance that (1) was not caused by the Asserting Party, (2) could not have been reasonably foreseen by the Asserting Party, and (3) is beyond the Asserting Party's reasonable control. A Force Majeure Event may include, but is not limited to, a war, riots, fire, flood, strikes or labor difficulty, governmental acts such as but not limited to trade restrictions, including embargoes and refusal of permissions, acts of God, acts of the other Party, wrecks or delays in transportation, epidemics, or unusual inability to obtain necessary labor or materials from usual sources.

13.18.3 If a Force Majeure Event occurs, the Asserting Party shall promptly, after it becomes aware of the occurrence of the event, and in any event no more than five (5) days after the Asserting Party becomes aware of such occurrence, notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the Asserting Party expects it to last. Thereafter the Asserting Party shall update that information as reasonably necessary. During a Force Majeure Event, the Asserting Party shall use reasonable efforts to resume its performance under this Agreement.

The Parties have executed this Agreement as of the date signed by the Agency.

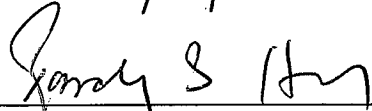
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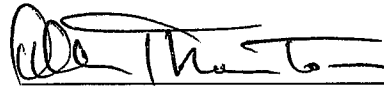
NORTHERN CALIFORNIA POWER AGENCY

SULZER TURBO SERVICES
HOUSTON, INC.

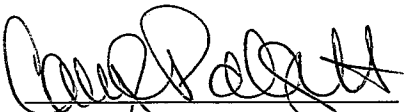
Date 5/12/15


Date March 24 2015


RANDY S. HOWARD, General Manager


ALLEN THORNTON, VP
Sales, North America

Attest:


Assistant Secretary of the Commission
Approved as to Form:


PRESIDENT

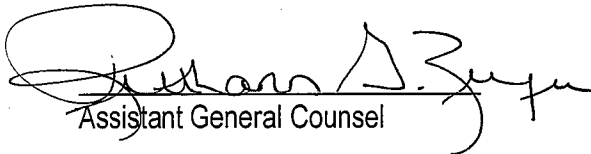

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Sulzer Turbo Services Houston, Inc., ("Contractor") shall provide inspection and maintenance services as requested by the Northern California Power Agency ("Agency").

Services to include, but not be limited to the following:

- Compressor inspections
- Combustion inspections (CI)
- Hot gas path inspection (HGP)
- Steam Turbines inspections
- Major turbine inspections
- Process pumps and compressors
- Turbine overhaul and valve maintenance
- Field machining and Millwright services
- Propose resource requirements for maintenance outages
- Crane support and operation
- Project management, turbine tooling kits, and transportation of all equipment
- Provide engineering and senior technical advisors and support packages as required.

At the request of Agency, Contractor shall also supply spare parts within agreed upon timeframe based upon approved detailed list of items on Purchase Order(s).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, whether on a fixed price or time and materials basis, including hourly fees and expenses, shall not exceed amount as set forth in Section 2 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Delivery of Goods under this Agreement shall, unless otherwise agreed to in writing by the Parties for a particular Purchase Order, shall be FCA, Contractor's facility (INCOTERMS 2010).

2015

Field Service Rate \$/per hour

Classification	Straight Time	Overtime	Premium Time
Millwright Journeyman	\$78.00	\$117.00	\$156.00
Millwright Apprentice	\$65.00	\$97.50	\$130.00
Technician, Safety Personnel, Scheduler	\$114.00	\$159.60	\$205.20
Supervisor, Foreman	\$118.80	\$178.20	\$237.60
Technical Director	\$150.00	\$210.00	\$270.00
Project Manager	\$174.00	\$234.00	\$294.00
Senior Tech Services Engineer	\$216.00	\$324.00	\$432.00
Technical Services Engineer	\$180.00	\$270.00	\$360.00
Site Administration	\$58.80	\$88.20	\$117.60
Field Equipment			
Vibration Analysis Instrumentation		\$450.00	Shift
Laser Alignment, Tracking Instrumentation, ERAG		\$350.00	Shift
Video-Scope		\$750.00	Shift
Hydraulic Wrench (Rented units will be billed per section 7)		\$350.00	Shift
Mobile Tool Unit (plus delivery charges)		\$600.00	Shift
Crew Truck (plus mileage) (Rented units will be billed per section 7)		\$10.00	Per Hour

Domestic rates for Machinery Diagnostic Services Rendered from Sulzer RES La Porte
Effective January 1, 2015 through December 31, 2015.

Classification	Straight Time	Overtime	Premium Time
	Monday-Friday (non holidays) for first 8 hours	Saturdays, daily other than normal, but less than 12 consecutive hours	Sundays, national holidays, or after 12 consecutive hours
Machinery Diagnostics Engineer	\$180 /hr	\$270 /hr	\$360 /hr
Data Collection	\$150 /hr	\$225 /hr	\$300 /hr
Video Scope Inspection	\$150 /hr	\$225 /hr	\$300 /hr

For work above the Arctic Circle, offshore or hazardous environments: 1.2 multiplier

Equipment Rates

Laser Alignment & Tracking	\$375 /shift
Vibration Analysis & Data Acquisition (ADRE 408)	\$660 /shift
Video Scope Equipment	\$375 / shift

NOTES:

- Minimum billing for field services will be 8 hours or as originally quoted.
- Overtime is in effect outside normal 8 hour workday Monday – Friday.
- Premium time is in effect beyond 12 hours daily, Sundays, Union holidays and nationally recognized holidays. Sulzer recognizes the following holidays: New Years, Good Friday, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.
- Minimum billing for generating Vibration Analysis report (on or offsite) is 10 hours.
- All materials, consumables, rental equipment, freight, and sub-contract services supplied in connection with Field Service will be invoices at cost + 20%. Crane rental will be charged at cost plus 25%.
- Cost associated with mobilization and demobilization of field crews and tooling are charged at cost plus 10%.
- Rates are updated annually upon 30 days' prior written notice to NCPA.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, ALAN ATKINSON VICE PRESIDENT OPERATIONS.

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

SULZER TURBO SERVICES HOUSTON, INC.

for contract work at

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

[Signature]

(Signature of officer or agent)

Dated this ELEVENTH day of MAY, 20 15.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER. MTU

2365685.7



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR
PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND SULZER TURBO SERVICES HOUSTON, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Sulzer Turbo Services Houston, Inc. ("Contractor") (collectively referred to as "the Parties") as of August 30, 2017.

WHEREAS, the Parties entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies dated effective May 12, 2015, (the "Agreement") for Contractor to provide inspection and maintenance services ("Work"), as more specifically detailed in the Agreement to NCPA; and

WHEREAS, the Agency now desires to amend the Agreement to allow Contractor to provide Work to Agency members, Southern California Public Power Authority ("SCPPA"), and/or SCPPA members on the terms and conditions set forth in the Agreement, as amended herein; and

WHEREAS, the Agency now desires to amend the Agreement to add miscellaneous provisions as set forth below; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties;

NOW, THEREFORE, the Parties agree as follows:

A. Section 1.4-Work Provided is replaced in its entirety by the following Section 1.4.

1.4 Work Provided. Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

B. Section 1.5-Request for Work to be Performed is added to the Agreement as follows:

1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the

Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

C. **Section 4.5.4-Additional Certificates and Endorsements** is added to the Agreement as follows:

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

D. **Section 6.1-Independent Contractor** is amended to add the following to that section:

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

E. **Section 6.5-Maintenance Labor Agreement** is added to the Agreement as follows:

6.5 Maintenance Labor Agreement. If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

F. **Section 7-LEGAL REQUIREMENTS** of the Agreement is amended and restated to read as follows:

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general 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 project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor

or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

G. Section 10-PROJECT SITE of the Agreement is amended and restated to read as follows:

Section 10. PROJECT SITE.

- 10.1 Project Site Locations.** The Project site at which Contractor may perform Work under this Agreement shall include any facilities owned and/or operated by the Agency, by the Agency's members, by SCPPA, or by SCPPA members.
- 10.2 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations; if applicable, the entity for which Contractor is performing the Work as referenced in Section 1.4, and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.3 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency and, if applicable, the entity for which Contractor is performing the work as referenced in Section 1.4, may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency and, if applicable, by the entity for which Contractor is performing the work as referenced in Section 1.4, shall be solely as an accommodation without any liability therefor to Contractor or other party. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.4 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment and property owned and/or provided by Agency, its members, SCPPA, or SCPPA members for the performance of Work.

H. **Section 12.10** is added to the Agreement to read as follows:

12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof. In addition, Contractor's actions under the initial paragraph of Section 12 shall comply with all site programs established by Member if Contractor is performing Work for that Member.

I. **Section 13.8-Notices** is amended to specify, as to NCPA only, the following:

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

J. **Section 13.12-Controlling Provisions** is replaced in its entirety by the following:

13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Amendment and the Agreement, the Amendment shall control. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

K. **Section 13.15-No Third Party Beneficiaries** is replaced in its entirety by the following:

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

- L. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
- M. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

Date: 8/30/17

Randy S. Howard
RANDY S. HOWARD, General Manager

SULZER TURBO SERVICES HOUSTON, INC.

Date: Aug 18, 2017

Allen Thornton
ALLEN THORNTON,
VP Sales, North America

Attest:

Gregory R. Hest
Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler
Ruthann G. Ziegler, Assistant General Counsel



2698437.3

EXHIBIT A

SCOPE OF WORK

Sulzer Turbo Services Houston, Inc. ("Contractor") shall provide inspection and maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include, but not be limited to the following:

- Compressor inspections
- Combustion inspections (CI)
- Hot gas path inspection (HGP)
- Steam Turbines inspections
- Major turbine inspections
- Process pumps and compressors
- Turbine overhaul and valve maintenance
- Field machining and Millwright services
- Propose resource requirements for maintenance outages
- Crane support and operation
- Project management, turbine tooling kits, and transportation of all equipment
- Provide engineering and senior technical advisors and support packages as required.

Contractor may provide services at all Project Site Locations.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: Aug 18, 2017

Name of Employer

Sulzer Turbo Services Houston



[Signature]
(Authorized Officer & Title)
VP Sales North America
11518 Old La Porte Rd
(Address)
La Porte, Tx 77571



**SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND
AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND SULZER TURBO SERVICES
HOUSTON, INC.**

This Second Amendment ("Amendment") to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Sulzer Turbo Services Houston, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2020.

WHEREAS, the Parties entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies dated effective May 12, 2015, (the "Agreement") for Contractor to provide inspection and maintenance services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement on August 30, 2017 to also allow for work at any facilities owned or operated by Agency Members, Southern California Public Power Authority ("SCPPA") and/or SCPPA members and to add various legal requirements and other provisions to the Agreement; and

WHEREAS, the Agency now desires to further amend the Agreement to extend the term of the Agreement for an additional 3-months from the original expiration date of May 12, 2020, to a new expiration date of August 12, 2020; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Services** of the Agreement is amended and restated to read in full as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work described in Exhibit A, or no later than August 12, 2020, whichever is shorter, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

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2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

SULZER TURBO SERVICES HOUSTON, INC.

RANDY S. HOWARD, General Manager

**ALLEN THORNTON,
VP Sales, North America**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel