

**AMENDMENT NO. 1
TO THE
DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER
AGREEMENT
NO. CIT012-21-MSA-6LM-04-C
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRANSCANADA TURBINES INC.**

PREAMBLE

This amendment to the Depot Services, Field Support and Part(s) Supply Master Agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("Customer") and TransCanada Turbines Inc., a Nevada corporation, ("TCT"). Customer and TCT may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

- A. The Parties previously entered into an agreement entitled "Depot Services, Field Support, and Part(s) Supply Master Agreement" dated April 6, 2021 ("Agreement") for the purpose of having TCT provide depot support services, field support services, and part(s) supply on an as-requested basis; and
- B. The Parties now wish to amend the Agreement to extend the term, make other various modifications, and update Exhibit B – Schedule of Fees and Payment Provisions.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. The address of TCT on the cover page of the Agreement is amended to:

TransCanada Turbines Inc.
23102 Tomball Pkwy
Tomball, TX, USA 77375

- 2. Section 1.1.1 of the Agreement is amended to read as follows:

"Agreement" shall mean this Agreement and any amendments executed between the Parties.

3. Section 1.1.8 of the Agreement shall be amended to state as follows: "Incoterms 2020" means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication, "Incoterms" 2020 Revision, as amended from time to time.
4. Section 1.1.18 of the Agreement is amended to read as follows:

"Services" means all Depot Services, Field Support Services and Parts Supply to be carried out and/or performed by TCT pursuant to the Agreement.
5. Section 1.1.19 of the Agreement is amended to read as follows:

"TCT" means TransCanada Turbines Inc. It is acknowledged and agreed by the Parties that TCT may subcontract to its parent company to have TransCanada Turbines Ltd perform certain repair and/or overhaul Services, provided that TCT is fully responsible for the acts and omissions of TransCanada Turbines LTD. Purchase Orders will only be issued to TransCanada Turbines Inc."
6. Section 8.1 of the Agreement is hereby amended to read as follows:

"Customer will process payment in USD within 30 days from invoice receipt from TCT; provided there are no discrepancies or deficiencies in the submitted invoice. Payment shall be made through a bank specified by TCT at the remittance location specified on TCT's invoice".
7. Section 8.6 of the Agreement is hereby amended to read as follows:

"Repair and Overhaul Services: TCT shall include the applicable Purchase Order details in the invoice and submit for Repair and Overhaul Services."
8. Section 10.1 of the Agreement is hereby amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by another amendment to this Agreement, the term of this Agreement shall begin on April 6, 2021 and terminate on April 5, 2027. The Parties may agree by written amendment to this Agreement to extend the term for up to four (4) additional one-year terms."
9. Section 10.2 of the Agreement is hereby deleted in its entirety.
10. Section 11.5 of the Agreement is hereby amended to read as follows:

"If there are any disputed charges on the invoice, Customer shall pay TCT any undisputed amount within thirty (30) days after invoice receipt. Customer shall have 10 (ten) business days from invoice receipt to notify TCT in writing of any invoice discrepancies. If after 10 (ten) business days from the invoice receipt

TCT has not been notified in writing of an invoice discrepancy, the invoice shall be deemed accepted by Customer”

11. Exhibit B of the Agreement, entitled “Fee Schedule”, is deleted and replaced with Exhibit B Compensation and Fee Schedule, attached hereto and incorporated into the Agreement. Exhibit B shall be subject to annual adjustments as agreed between the Parties.
12. Except as set forth in this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Effective Date of this Amendment No. 1 is the date of City’s execution of this amendment.

(SIGNATURES ON NEXT PAGE)

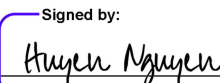
The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

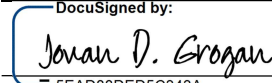
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

5/27/2026 | 1:17 PM PDT

Approved as to Form:

Dated:

Signed by:

GLEN R. GOOGINS
City Attorney

DocuSigned by:

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

“CUSTOMER”

TRANSCANADA TURBINES INC.(TCT)
a Nevada corporation

5/19/2026 | 8:11 AM PDT

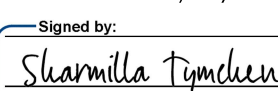
Dated: Signed by:
By (Signature): 
Name: Sharmilla Tymchen
Title: Corporate Secretary
Principal Place of Business 23102 Tomball Pkwy
Address: Tomball, TX, USA 77375
Email Address: Sharmilla_tymchen@tcturbines.com
Telephone: (403) 420-4234

EXHIBIT B COMPENSATION AND FEE SCHEDULE

1. Rates

1.1. TCT shall provide Services based on the time and materials rates specified in this Exhibit B or the firm fixed price specified in each Purchase Order as agreed by the Parties.

1.2. Definitions:

1.2.1. Overtime – TCT may charge overtime for any Service for time worked over eight (8) hours. TCT may charge the overtime rate on all Services required on weekends and established holidays.

1.2.2. Minimum Charges – TCT may apply a minimum charge of four (4) hours straight time plus expenses (subject to the provisions of Section 3 below) for any Service in the United States of America (USA).

1.2.3. Standby Charges - Standby charges will apply when Field Service Technician(s) arrive on site and are requested or required by the Customer to wait. In the event that the standby charge results in an increase in cost, TCT shall follow the process in Section 3 of the Agreement. TCT may assess a standby charge as follows:

1.2.3.1. Domestic Standby Charges: A maximum of eight (8) hours per day for each weekday.

1.2.3.2. Domestic Overtime Standby Charges: A maximum of eight (8) hours overtime per day for Saturdays, Sundays, and established holidays.

1.2.4. Holiday rates apply on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day.

2. Rate Changes.

2.1.1. Rate Increase. Rate increases may be negotiated no more than once annually. TCT shall notify the Customer forty-five (45) days in advance of any proposed rate increase. Any rate increases are subject to approval by the Customer and must be substantiated by TCT to the satisfaction of the Customer.

2.1.2. Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing Services for which rates are applicable.

2.1.3. All TCT Depot and Field Service labor rate adjustments must be approved by both Parties and documented by an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved unless agreed by the Parties in writing.

2. Reimbursable Expenses. Any and all reimbursable expenses related to a Purchase Order shall be described in TCT's Proposal or work scope document as set forth in Section 3 of the Agreement and accounted for in the total cost for each Proposal, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) TCT submits sufficient documentation to Customer that the expenses were directly incurred in providing the required Services, (2) TCT demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of the Agreement (4) TCT submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any markup conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts (other than GE list parts), materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by TCT).	Not to Exceed 10%
4.	TCT may charge allowable mileage at the prevailing IRS rate per mile unless otherwise agreed by the Parties. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	Not to Exceed 10%

Reimbursable Expense Schedule		Mark Up
5.	Unless approved in writing (e-mail acceptable) , reimbursement to TCT (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources . Airfare or rental car, where applicable shall be at economy rates.	Not to Exceed 10%
6.	Other reimbursable expenses such as passports, visas, and inoculations required for travel with prior written approval from the Customer.	Not to Exceed 10%
7.	New Parts	GE list price + 15%
8.	Repairs	As per current TCT price list
9.	Zero-timed hardware (overhauled)	GE list price - 30%

3. **Maximum Compensation:** The maximum compensation of this Agreement shall not exceed forty million dollars (\$40,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at TCT's expense. TCT shall not be entitled to any payment above the maximum compensation.

APPENDIX B1 – TCT FIELD SERVICE AND DEPOT LABOR RATES

April 1, 2021 - March 31, 2022

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
TCT Field Service Mechanical Technician	\$220.00	\$330.00	\$169.00	\$220.00	\$3084 per day	\$367.00
Field Service Controls Technician	\$265.00	\$393.00	\$203.00	\$265.00	\$3689 per day	\$434.00
Depot Turbine Technician	\$104.50	\$156.75	N/A	N/A	N/A	N/A

April 1, 2022 – March 31, 2023

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	\$227.00	\$340.00	\$174.00	\$227.00	N/A	N/A
Field Service Controls Technician	N/A	N/A	N/A	N/A	N/A	N/A
Depot Turbine Technician	\$110.00	\$165.00	N/A	N/A	N/A	N/A

April 1, 2023 – March 31, 2024

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	\$232.00	\$347.00	\$178.00	\$232.00	N/A	\$386.00
Field Service Controls Technician	\$278.00	\$413.00	\$213.00	\$279.00	N/A	\$456.00
Depot Turbine Technician	\$114.00	\$171.00	N/A	N/A	N/A	N/A

April 1, 2024 – March 31, 2025

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	\$238.00	\$356.00	\$182.00	\$238.00	N/A	N/A
Field Service Controls Technician	\$285.00	\$423.00	\$218.00	\$286.00	N/A	N/A
Depot Turbine Technician	\$117.00	\$175.00	N/A	N/A	N/A	N/A

April 1, 2025 – March 31, 2026

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	\$250.00	\$375.00	\$199.00	\$250.00	N/A	N/A
Field Service Controls Technician	\$300.00	\$445.00	\$229.00	\$300.00	N/A	N/A
Depot Turbine Technician	\$185.00	\$223.00	N/A	N/A	N/A	N/A

April 1, 2026 – April 5, 2027

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	\$258.00	\$386.00	\$199.00	\$258.00	N/A	N/A
Field Service Controls Technician	\$308.00	\$458.00	\$236.00	\$308.00	N/A	N/A
Depot Turbine Technician	\$185.00	\$225.00	N/A	N/A	N/A	N/A