EBIX Insurance No. *S200004650

AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ALLIED POWER GROUP

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) Allied Power Group, LLC, a Delaware Limited Liability Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled Agreement for Services Between the City of Santa Clara and Allied Power Group, dated June 25, 2021(Agreement); and

B. The Agreement was previously amended by Amendment No. 1, dated August 19, 2021 and by Amendment No. 2 dated December 21, 2021. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide emergency overhaul services at the Gianera Power Plant, and

D. Except for parts at the depot awaiting overhaul, work performed under the Agreement and Amendment No. 1 have been completed and due to additional emergency repair needs on Gianera Unit 2, the Parties now wish to amend the Agreement as Amended to add additional scope including the purchase of a spare rotor.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "FEE SCHEDULE AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is nine million dollars ($9,000,000), 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 sales tax and any other payments required to Contractor. All work performed or materials provided in

excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Exhibit A-2 which was referenced in the Agreement and not attached is hereby attached and incorporated by reference.
3. Exhibit A-3 Additional Scope of Services Effective January 12, 2022 is hereby attached and incorporated by reference.
4. Exhibit B – Fee Schedule and Payment Provisions shall be deleted and replaced with the attached Exhibit B – Fee Schedule and Payment Provisions – Amended January 12, 2022.
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Luis M. Haro Digitally signed by Luis M. Haro Date: 2022.02.01 10:44:28 -08'00'

Office of the City Attorney
City of Santa Clara

Dated: 2/3/2022

Cynthia E Bojorquez

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

Cynthia E. Bojorquez
Assistant City Manager

"CITY"

ALLIED POWER GROUP, LLC
A Delaware Corporation

Dated: January 25, 2022

By (Signature): _____

Name: ~~Justin D'Appolonia~~ James Masso

Title: ~~Chief Administrative Officer~~ President

Principal Place of Business Address: 10131 Mills Road, Houston, TX 77070

Email Address: ~~jdappolonia@alliedpg.com~~ jmasso@alliedpg.com

Telephone: ~~(412) 970-4363~~ 904 553 8820

"CONTRACTOR"

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP

EXHIBIT A - 3

ADDITIONAL SCOPE OF SERVICES EFFECTIVE JANUARY 12, 2022

Contractor will provide experienced labor, supervision, engineering, equipment, machinery, tools, and materials necessary to perform the services for Silicon Valley Power (SVP) as detailed below:

1. Scope of Work - Frame 5 Major Inspection

    1.1. Disassembly

        1.1.1. Pre-job safety training

        1.1.2. Lockout / Tagout (LOTO)

        1.1.3. Check accessory alignment

            1.1.3.1. Disassemble accessory coupling guard

            1.1.3.2. Remove accessory coupling and install alignment fixture

            1.1.3.3. Check as-found accessory alignment

        1.1.4. Check load package and generator alignment

            1.1.4.1. Disassemble load coupling guard, bellows, and #2 bearing extension cover

            1.1.4.2. Disassemble and remove load coupling

            1.1.4.3. Install alignment fixture and check alignment

            1.1.4.4. Check generator quill shaft alignment

        1.1.5. Remove combustion components

            1.1.5.1. Remove gas, atomizing air, fuel oil & water injection pigtails

            1.1.5.2. Remove Fuel Nozzles (FN)

            1.1.5.3. Remove combustion chamber covers

            1.1.5.4. Remove retainers, cross fire tubes, and liners

            1.1.5.5. Hot bolt manifolds and interference cooling air piping

1.1.5.6. Unbolt outer cross fire tubes and hot bolt combustion chambers

1.1.5.7. Remove manifolds and interference cooling air piping

1.1.5.8. Remove combustion chambers

1.1.6. Inlet and exhaust

1.1.6.1. Remove insulation packs from inlet elbow and prep elbow for removal

1.1.6.2. Prep exhaust stack for removal

1.1.6.3. Prep turbine roof and walls for removal

1.1.6.4. Rig and remove Inlet elbow

1.1.6.5. Record opening 6-point R0 blade clearance checks

1.1.6.6. Rig and remove exhaust stack, turbine roof and walls

1.1.6.7. Remove aft flex seals

1.1.6.8. Remove Upper Half Forward (U/H FWD) flex seals

1.1.6.9. Unbolt exhaust diffuser and drift aft

1.1.7. Remove cases

1.1.7.1. Install casing jacks

1.1.7.2. Unbolt and remove turbine case

1.1.7.3. Unbolt and remove aft compressor case

1.1.7.4. Unbolt and remove Forward (FWD) compressor case

1.1.7.5. Perform Inlet Guide Vanes (IGV) checks

1.1.7.6. Remove inlet bell mouth

1.1.7.7. Remove Transition Pieces (TP)

1.1.7.8. Remove Compressor Discharge Case (CDC)

1.1.7.9. Remove inner barrel U/H

1.1.7.10. Remove exhaust hood frame

1.1.7.11. Remove Upper Half (U/H) First Stage Nozzle (1SN)

1.1.7.12. Remove U/H 1SN Support Ring

1.1.7.13. Removed U/H Second Stage Nozzle (2SN) and Diaphragm

1.1.7.14. Remove Lower Half (L/H) 1SN

1.1.7.15. Remove L/H 1SN support ring

1.1.8. Record opening clearances

1.1.8.1. Remove #2 bearing housing U/H and check bearing pinch

1.1.8.2. Remove #2 bearing oil seal U/H and record opening clearances

1.1.8.3. Perform rotor thrust bump and leave against active thrust

1.1.8.4. Record opening turbine clearances

1.1.8.5. Record opening compressor clearances

1.1.8.6. Remove #1 bearing housing U/H and check bearing pinch

1.1.8.7. Record opening #1 bearing seal clearances and disassemble oil slinger ring

1.1.8.8. Disassemble thrust bearing

1.1.8.9. Remove L/H of #1 and #2 bearing oil seals

1.1.9. Rig and remove turbine rotor and place in stands

1.2. Clean and inspect

1.2.1. Bearings and seals: Fixed price scope includes removal, inspection, and replacement of existing bearings and seals. Repairs, refurbishment, or replacement with new parts shall be quoted using the Time and Materials (T&M) rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.1.1. Remove and inspect Bearing # 1 and # 2 oil seals

If required, repairs will be performed on #1 and #2 bearing oil seals. Such additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.1.2. Visual inspection of active and inactive thrust bearing on-site.

If required, repairs will be performed on active and inactive thrust bearing. Such additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.1.3. Remove and inspect #1 and #2 bearing on-site,

If required, #1 and #2 bearings will be replaced. Such additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

If required, Send #1 and #2 bearings for refurbishment . Such additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A using T&M rates. (#2 bearing is new.)

1.2.2. Compressor stator vanes

1.2.2.1. Steam clean stator and rotor blades

1.2.2.2. Inspect compressor rotor and stator blades

1.2.2.3. Clean casings and inspect for damage

1.2.2.4. Blend and deburr any compressor blades that are damaged

1.2.3. Hot Gas Path (HGP) & combustion components

1.2.3.1. Record serial numbers (FNs, Combustion Liners [CLs], TPs, 1SN, 2SN)

1.2.3.2. Inspect cross fire tubes and retainers

1.2.3.3. Inspect stage 1 – 2 shrouds and replace if necessary

1.2.4. Bolting, piping and casings

1.2.4.1. Clean, inspect and tap bolt holes; identify and repair any damaged threads

1.2.4.2. Clean & prep bolting for installation

1.2.4.3. Clean and blow out piping

1.2.5. Gear box: Fixed price scope includes inspection of existing gear box. Repairs, refurbishment, or replacement of new parts will be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.5.1. Remove accessory gear box inspection covers and perform visual inspection

1.2.5.2. Check accessory gear shaft lift and float checks

1.2.5.3. Remove gears and inspect bearings.

1.2.5.4. Inspect accessory gear box bearings.

If required, accessory gear box bearings will be replaced using T&M. Removed bearings will be shipped for refurbishment at T&M and returned to City for inventory. These services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.5.5. Close out accessory gear box and reinstall covers

1.2.5.6. Remove load gear box inspection covers and perform visual inspection

1.2.5.7. Check load gear back-lash and gear contact

1.2.5.8. Remove gears and inspect bearings

If required, load gear box bearings will be replaced using T&M. Removed bearings will be shipped for refurbishment at T&M and returned to City for inventory. These services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A

1.2.5.9. Close out load gear box and reinstall covers

1.2.6. IGV Assembly

1.2.6.1. Record IGV opening clearance data

1.2.6.2. Replace IGV bushing and thrust washers

1.2.6.3. Record closing IGV clearance data

1.2.7. Rotor Assembly

1.2.7.1. Remove and replace stage 1 and 2 buckets

1.2.7.2. Measure and record journal diameters

1.2.7.3. Remove and replace R0 blades.

1.2.8. Pumps and Motors: Fixed price scope includes open, clean, close and align pumps and motors; remove and repair torque converter, remove and repair pumps (including shipping), remove and repair motors (including shipping).

1.2.9. Remove and inspect the following pumps and motors: AC Lube Oil (L/O) pump motor, AC (L/O) pump, DC L/O pump motor, DC L/O pump, diesel forward pump motor, diesel forward pump, hydraulic pump motor, hydraulic pump torque converter, hydraulic ratchet motor, hydraulic ratchet pump, starting motor.

1.2.10. Install and align all pumps and motors after repair.

1.2.11. Reassembly

1.2.11.1. Uncover L/H and blow out cases

1.2.11.2. Install L/H 2SN

1.2.11.3. Install L/H turbine bearings

1.2.11.4. Install L/H 1SN

1.2.11.5. Install turbine rotor

1.2.11.6. Check #1 and #2 bearing twist & tilt and install U/H bearing

1.2.11.7. Install thrust bearing

1.2.11.8. Install #1 bearing cover dry, check rotor position & thrust and removed cover.

1.2.11.9. Grid thrust shims (as needed)

1.2.11.10. With rotor set against active thrust, chart compressor and turbine clearances

1.2.11.11. Install and set #2 bearing oil seals and record final clearances

1.2.11.12. Install and set #1 bearing oil seals and record final clearances

1.2.11.13. Check #2 bearing cover pinch, correct as needed and final install cover.

1.2.11.14. Install exhaust frame hood and air baffle

1.2.11.15. Install exhaust diffuser

1.2.11.16. Install aft flex seals

1.2.11.17. Install FWD flex seals

1.2.11.18. Install exhaust plenum roof

1.2.11.19. Install U/H 1SN support ring & 1SN

1.2.11.20. Install U/H inner barrel

1.2.11.21. Install CDC

1.2.11.22. Install U/H aft compressor Case

1.2.11.23. Install TPs with Inconel rope seal

1.2.11.24. Install combustion chambers and outer cross fire tubes

1.2.11.25. Install combustion liners, inner cross fire tubes and retainers

1.2.11.26. Install end covers and FN

1.2.11.27. Install U/H 2SN segments

1.2.11.28. Install turbine shell

1.2.11.29. Install cooling and sealing air piping

1.2.11.30. Install manifolds, pigtail piping, and tubing

1.2.11.31. Install U/H FWD compressor case

1.2.11.32. Final install #1 bearing cover

1.2.11.33. Install inlet bell mouth

1.2.11.34. Remove casing jacks

1.2.11.35. Reinstall turbine compartment

1.2.11.36. Record closing R0 compressor blade 6-point checks

1.2.11.37. Install inlet plenum FWD wall

1.2.11.38. Install inlet plenum wall and roof

1.2.11.39. Install turbine compartment roof

1.2.11.40. Install turbine compartment doors

1.2.11.41. Reinstall exhaust stack

1.2.11.42. Reinstall inlet elbow and insulation panels

1.2.11.43. Install new expansion joints

1.2.11.44. Check load package alignment

1.2.11.45. Check accessory alignment

1.2.12. Alignment, commissioning & start-up support

1.2.12.1. Correct Accessory Alignment, if needed (up to two shifts). Additional shifts, if needed, shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.12.2. Install accessory coupling and guard

1.2.12.3. Correct load package alignment, if needed (up to two shifts). Additional shifts, if needed, shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

1.2.12.4. Install load coupling

1.2.12.5. Install load coupling guard

1.2.12.6. Reinstall rat guards and close hatches

1.2.12.7. Clean up site and inventory tooling

1.2.12.8. Support unit start-up

2. Division of Responsibility for on-site work

Description	Contractor	SVP	Notes
Labor:			
Review the scope of work, scheduling, and planning with SVP's representative	X		
Provide field engineers as required by the scope of work	X		
Provide project manager as required by the scope of work	X		
Provide supervision as required by the scope of work	X		
Provide qualified labor and perform the scope of work	X		
Final field report	X		
Bucket Tech	X		
Tooling			
Provide tool set for the workforce including transportation	X		
Cable slings, lifting devices and associated special tooling supplied with the original equipment order	X	X	Contractor may use SVP's existing alignment fixture for accessory to turbine and turbine to load gear
Rotor Stands	X		
Consumables:			
Normal Consumables	X		Rags, Cleaners, etc.
Oxygen, acetylene and gas	X		

Description	Contractor	SVP	Notes
Trash Containers and disposal service		X	
Pallets and wood for crating & shipping items off site	X	X	SVP will provide crates when available.
Potable water	X		
Fire protection equipment / first aid facilities	X		
Sub Contract Services:			
Crane & Operator	X		
Scaffolding	X		
Cribbing	X		
Insulation Removal and replacement	X		T&M, if required (Additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A)
Machine shop services	X		T&M, if required (Additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A)

Description	Contractor	SVP	Notes
On-site machining	X		T&M, if required (Additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A)
Disposal of hazardous waste		X	
All asbestos removal and disposal (Services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A)	X		
New Parts and consumables	X	X	
Freight	X	X	Contractor shall prepare items for freight. Where freight costs are not included in fixed scope freight costs shall be reimbursed subject to provisions of Exhibit B
Rentals:			
Office trailer, change trailer	X		
Chemical toilets	X		
Compressed air	X		
Forklifts	X		
Welding Machine	X		
Manlift	X		
Borescope	X		

Description	Contractor	SVP	Notes
Generator	X		
Hand washing station	X		
Special Tooling:			
Confined Space Monitor	X		
Tensioning and hydraulic wrenches	X		
Boxes for HGP components	X		
Special Tooling:			
Confined Space Monitor	X		
Tensioning and hydraulic wrenches	X		
Boxes for HGP components	X		
On-Site Services:			
Electrician/Instrumentation for disconnects and connections		X	
Electrical power including: (120/480 VAC single phase and 480 VAC three phase up to 100 amps), service water		X	
Non-Destructive Testing (NDT) material and services	X		
Critical Path Method (CPM) schedule	X		

3. Parts Supply: Contractor shall supply rotor with operating data as depicted in Exhibit A-4 Operating Data for Replacement Rotor

4. Parts Refurbishment / Repair following overhaul.

   Contractor shall perform the following services to repair parts after overhaul. Parts shall be returned in condition available for use as spare parts:

4.1. Unit 2 Rotor Repair Depot Service:

4.1.1. Inspection and Field Operations:

4.1.1.1. Anti-Rock coating Stage 1 & 2 (stacked)

4.1.1.2. Compressor coating (stacked)

4.1.1.3. Anti-corrosion coating (stacked)

4.1.2. OPTIONS:

If required the contractor shall perform the following optional services. Such additional services shall be quoted using the Time and Materials [T&M] rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A).

4.1.2.1. Break marriage coupling & remarry

4.1.2.2. Unstack/Restack compressor section

4.1.2.3. Unstack/Restack turbine section

4.1.2.4. New Marriage bolt kit

4.1.2.5. New Compressor through bolt kit

4.1.2.6. New Turbine through bolt kit

4.2. 1st Stage Nozzle Inspection/Repairs

4.2.1. Inspection

4.2.1.1. Receive and identify

4.2.1.2. Incoming visual inspection and document condition

4.2.1.3. Dimensional inspection including but not limited to: harmonics, throat opening, gas path diameter

4.2.1.4. Disassemble nozzle

4.2.1.5. Remove core plugs

4.2.1.6. Clean by grit blasting

4.2.1.7. Visual penetrant inspection

4.2.1.8. Defect map

4.2.1.9. Rout out damage and cracks

4.2.2. Repairs

4.2.2.1. Solution heat treat

4.2.2.2. Weld repair in restraining fixture (install trailing edge inserts as necessary)

4.2.2.3. Blend to original contour

4.2.2.4. Adjust exit area

4.2.2.5. Visual penetrant inspection

4.2.2.6. Solution heat treat

4.2.2.7. Install core plugs

4.2.2.8. Replace all hardware.

4.2.2.9. Assemble nozzle and correct support ring fit as necessary

4.2.2.10. Weld nozzle segment side seals in place, as required.

4.2.2.11. Visual and dimensional inspection including, but not limited to harmonics, throat opening, gas path diameter

4.2.3. Supply repair report including pictures, furnace charts, inspection forms

4.2.4. Crate and ship

4.3. 2nd Stage Nozzle & Diaphragm Inspection/Repairs:

4.3.1. Inspection

4.3.1.1. Receiving inspection and customer identification

4.3.1.2. Take incoming dimensions on the nozzle and diaphragm and record including, but not limited to, harmonics, throat opening, gas path diameter, etc.

4.3.1.3. Disassemble nozzle and diaphragms

4.3.1.4. Aluminum oxide blast clean

4.3.1.5. Visual penetrant inspection

4.3.2. Repairs

4.3.2.1. Grind out and rout all defects

4.3.2.2. Solution heat treat

4.3.2.3. Weld repair all defects using Tungsten Inert Gas (T.I.G.) process and N155 nozzle filler material

4.3.2.4. Blend all repaired areas as necessary to obtain a smooth gas path (Ra 80u-in or better)

4.3.2.5. Restore all parts to proper dimension

4.3.2.6. Visual penetrant inspection

4.3.2.7. Measure and calculate and adjust flow area as required; provide final area check dimension

4.3.2.8. Replace all hardware

4.3.2.9. Reassemble nozzle and diaphragm; replace dowels and blocks as required and re-dowel nozzle to diaphragm (verify 2N2 dimension)

4.3.2.10. Repair/replace discourager forward and aft seals as required

4.3.2.11. Replace interstage packing and replace and/or machine packing shims as required

4.3.2.12. Install insulation for Heat Pack Mod per GE Technical Information Letter (TIL) #263-3

4.3.2.13. Replace or modify "J" seal to "U" style seal

4.3.2.14. Install new replacement thermocouples supplied by contractor

4.3.2.15. Stake all hardware in place

4.3.2.16. Round Nozzle; re-machining of inner hook-fits to datum

4.3.2.17. Insure 100% contact at horizontal joints

4.3.3. Supply repair report including pictures, furnace charts, inspection forms

4.3.4. Crate and ship

4.4. 1st and 2nd Stage Shroud Inspection/Repairs:

4.4.1. Inspection

4.4.1.1. Receive and identify

4.4.1.2. Visual / dimensional inspection

4.4.1.3. Clean by grit blasting, strip coating as required

4.4.1.4. Visual penetrant inspection

4.4.1.5. Defect map

4.4.2. Repairs

4.4.2.1. Grind to remove damage and cracks

4.4.2.2. Stress relief heat treat

4.4.2.3. Weld repair in restraining fixture

4.4.2.4. Weld shut locating holes, as requested by City

4.4.2.5. Machine or blend welds to original contour

4.4.2.6. Visual penetrant inspection

4.4.2.7. Final visual and dimensional inspection

4.4.2.8. Replacement hardware is not included in pricing. Contractor shall provide quotes for replacement hardware. (Additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A)

4.4.3. Supply repair report including pictures, furnace charts, inspection forms, moment chart

4.4.4. Pack and ship

4.5. 1st Stage Bucket Inspection/Repairs:

4.5.1. Inspection

4.5.1.1. Receive and identify

4.5.1.2. Incoming visual inspection and document condition

4.5.1.3. Aluminum oxide blast clean

4.5.1.4. Visual / dimensional inspection

4.5.1.5. Fluorescent penetrant inspection

4.5.1.6. Metallurgical sample

4.5.2. Repairs

4.5.2.1. Rout all cracks for weld preparation

4.5.2.2. Pre-weld heat treat

4.5.2.3. Weld repair damaged areas and blade tip

4.5.2.4. Blend welded areas

4.5.2.5. Bucket tip/angel wing seal repair and machining

4.5.2.6. Post-weld heat treat and shot peen

4.5.2.7. Fluorescent penetrant inspection

4.5.2.8. Visual / dimensional inspection

4.5.2.9. Moment weigh and balance

4.5.3. Supply repair report including pictures, furnace charts, inspection forms, moment chart

4.5.4. Crate and ship

4.6. 2nd Stage Bucket Inspection/Repair:

4.6.1. Inspection

4.6.1.1. Receive and identify

4.6.1.2. Incoming visual inspection and document condition

4.6.1.3. Aluminum oxide blast clean

4.6.1.4. Visual / dimensional inspection

4.6.1.5. Fluorescent penetrant inspection

4.6.1.6. Metallurgical evaluation (Non-Destructive Examination [NDE])

4.6.2. Repairs

4.6.2.1. Rout all cracks for weld preparation

4.6.2.2. Pre-weld heat treat

4.6.2.3. Weld repair damaged areas, "z" notch and seals

4.6.2.4. Blend welded areas

4.6.2.5. Restore "z" notch and seals

4.6.2.6. Post weld heat treat

4.6.2.7. Fluorescent penetrant inspection

4.6.2.8. Visual / dimensional inspection

4.6.2.9. Moment weigh and balance

4.6.3. Supply repair report including pictures, furnace charts, inspection forms, moment chart, etc.

4.6.4. Crate and ship

4.7. Transition Pieces Inspection/Repair:

4.7.1. Inspection

4.7.1.1. Receive and identify

4.7.1.2. Incoming visual inspection and document condition

4.7.1.3. Clean by grit blasting

4.7.1.4. Visual penetrant inspection

4.7.1.5. Remove seals

4.7.2. Repairs

4.7.2.1. Rout cracks

4.7.2.2. Solution heat treat

4.7.2.3. Weld repair

4.7.2.4. Blend to original contour

4.7.2.5. Repair forward opening

4.7.2.6. Visual penetrant inspection

4.7.2.7. Solution heat treat

4.7.2.8. Visual / dimensional inspection

4.7.2.9. Fit to first stage nozzle

4.7.3. Additional items not included in the based Inspection and Repair. If required, (Additional services shall be quoted using the Time and Materials [T&M] rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A):

4.7.3.1. Replace Inner Floating Seal

4.7.3.2. Replace Inner Flexed Seal

4.7.3.3. Replace Outer Fixed Seal

4.7.3.4. Apply TBC (Full ID)

4.7.4. Supply repair report including pictures, furnace charts, inspection forms

4.7.5. Crate and ship

4.8. Fr5 Combustion Liner Inspection/Repair

4.8.1. Inspection

4.8.1.1. Receive and identify

4.8.1.2. Match mark and remove cowl caps

4.8.1.3. Clean by grit blasting

4.8.1.4. Visual / dimensional inspection

4.8.1.5. Issue report

4.8.2. Repairs

4.8.2.1. Remove crossfire arms and spring seals, as required

4.8.2.2. Rout cracks and weld prep

4.8.2.3. Weld repair

4.8.2.4. Blend to original contour.

4.8.2.5. Machine fuel nozzle collars

4.8.2.6. Repair exit openings

4.8.2.7. Solution heat treat

4.8.2.8. Visual inspection

4.8.2.9. Install spring seals, as required

4.8.2.10. Install cowl caps

4.8.2.11. Visual / dimensional inspection

4.8.3. Additional items not included in the base inspection and repair as outlined in this Section. If required, additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A and may include, but are not limited to:

4.8.3.1. Replacement Spring Seals

4.8.3.2. Replacement Cowl Caps

4.8.3.3. Apply TBC

4.8.4. Provide Final Report

4.8.5. Pack and prepare for shipment

4.9. Fr5 Fuel Nozzles – Standard Dual Fuel (DF) Inspection/Repair

4.9.1. Inspection

4.9.1.1. Receive into Service Center

4.9.1.2. Visually inspect and identify

4.9.1.3. Record serial numbers

4.9.1.4. Incoming flow test

4.9.1.4.1. Gas

4.9.1.4.2. Atomizing air

4.9.1.4.3. Liquid

4.9.1.5. Incoming borescope, as required

4.9.1.6. Disassemble;

4.9.1.6.1. Match mark gas tip to body

4.9.1.6.2. Disassemble gas tips from body

4.9.1.6.3. Remove locking rings

4.9.1.6.4. Remove seals from gas tip flange

4.9.1.6.5. Atomizing air

4.9.1.6.6. Liquid

4.9.1.7. Glass Beads

4.9.1.7.1. Body

4.9.1.7.2. Gas Tips

4.9.1.8. Dimensional Inspection

4.9.1.8.1. Dimensionally inspect gas tip diameters

4.9.1.8.2. Pin check gas holes

4.9.1.9. Visually inspect gas tips and document condition

4.9.1.10. Reassemble check valves

4.9.1.11. Ultrasonic clean end covers

4.9.1.12. Photograph various steps in the process

4.9.1.13. Engineering review

4.9.1.14. Issue report with recommendations

4.9.2. Repairs

4.9.2.1. Chemically clean body internals, power flush, and air dry.

4.9.2.2. Weld repair / blend / NDE, as required

4.9.2.3. Liquid cartridge

4.9.2.3.1. Flow corrections to atomizing air

4.9.2.3.2. Flow corrections to liquid fuel.

4.9.2.4. Assemble

4.9.2.4.1. Liquid cartridge with gas tips to bodies

4.9.2.4.2. Fuel tips to body

4.9.2.4.3. Gas tips to body

4.9.2.5. Torque tips per specification / tie wire and tack weld gas tip

4.9.2.6. Final flow test

4.9.2.6.1. Atomizing air

4.9.2.6.2. Gas

4.9.2.6.3. Liquid fuel

4.9.2.7. Engineering review and release

4.9.2.8. Stake and tack weld lock tabs

4.9.3. Additional items not included in the base inspection and repair as outlined in this Section. If required, additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A and may include, but are not limited to:

4.9.3.1. Tip OD restoration

4.9.3.2. Liquid Cartridge

4.9.4. Prep for shipment per SVP instructions

4.9.5. Provide Final Report

5. Project Management and other services: Contractor will provide overall Project Management of all phases of this scope of services, provide component repair at Contractor's Houston repair center as well as provision of new and/or refurbished components as required

6. Schedule of Work

   6.1. Within five (5) days of the effective date of this agreement, Contractor shall provide a project schedule in similar format to the schedule attached to the Agreement as Exhibit A-1 – SAMPLE PROJECT SCHEDULE.

      6.1.1. Contractor and City will review and make changes as needed.

      6.1.2. Contractor and City will agree upon a final schedule in writing (e-mail acceptable) in advance of starting work.

   6.2. Crew schedule will be seven (7) days per week and twelve (12) hours per day in one shift. In the event that schedule adjustments result in additional costs, additional services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

   6.3. Depot Parts Repair Schedule:

      6.3.1. Unit 2 Rotor Repair outlined in Section 4 of this Exhibit A is estimated to require between five and six weeks at Contractor depot.

      6.3.2. Remaining depot parts repairs outlined in Section 4 of this Exhibit A are estimated to require between eight and ten weeks at Contractor depot.

   6.4. Based on scope increases, discoveries and changes that arise outside of the scope described herein, the outage duration will be adjusted and, upon approval of additional work the project schedule will be adjusted and resubmitted and shall be submitted for approval by SVP. If required, additional services or changes requiring additional costs shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

7. Assumptions:

   7.1. Outage duration will be adjusted depending on scope increases, discoveries and changes that arise outside of the scope described herein. If required, additional services, outage extensions, extra work or changes requiring additional costs shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A.

7.2. It is assumed that no hazardous material will be encountered in performing the work-scope. Testing for, abatement, and disposal of any hazardous or regulated material will be the responsibility of SVP.

7.3. SVP is responsible for disposal of all leftover/used material and liquids from all operations performed by Contractor and subcontractors. Contractor will provide a detailed list of items (if applicable).

7.4. SVP will be responsible for isolating all work areas from hazard (i.e., steam, electrical, and chemical) for the scope of Contractor's work. SVP will perform LOTO on all systems associated with this Scope of Services. LOTO shall adequately isolate the equipment being worked on to the satisfaction of the supervision and craft performing the work.

7.5. Disassembly and reassembly of components will be performed utilizing standard industry practices unless otherwise specified. In the event that disassembly or reassembly activities require effort above and beyond standard industry practice such as: 1. Destructive means, 2. Transfer to off-site repair facility, 3. Mobilization of on-site machinists/specialist, 4. Modification of form/fit/function or 5. Other significant effort not specified in advance, (if such effort results in additional costs, those services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A). In the event that critical path activities are unable to be performed due to the lack of an approved Work Authorization and the provisions of Section 8.6 do not apply, then Contractor may demobilize until approval is obtained. Demobilization and remobilization costs shall be included in the quote on a T&M basis.

7.6. Start-up is assumed to be immediate upon mechanical completion. Additional mobilization charges will apply to delayed start up. If additional mobilization charges are required, such services shall be quoted using the T&M rates specified in Exhibit B and the process outlined in Section 8 of this Exhibit A One (1) day has been allowed for this outage.

8. Additional Services | Work Authorization:

8.1. All work not covered by the fixed or base work scope will be quoted using Contractor's time and material rates as specified in Exhibit B of this Agreement. For those items listed in Exhibit B-1, total costs for that task shall not exceed the amount in Exhibit B-1 unless justification is provided by Contractor and accepted by City. Such work and any associated costs shall be authorized using the process outlined in this Section 8 of Exhibit A and may include, but are not limited to:

8.1.1. Consumables, materials or equipment

8.1.2. Remove and replace R0 blades either on site or transport to Contractor depot

8.1.3. Refurbish bearings

8.1.4. On site drilling of the stage 1 and 2 shroud blocks to install locator pins (if required)

8.1.5. Exhaust skin and insulation

8.1.6. Expansion joints and weather stripping

8.1.7. Vibration analysis at start up

8.1.8. Generator and cribbing

8.1.9. Unplanned demobilization and remobilization due to the request of SVP or due to the work being inaccessible

8.1.10. Technical Information Letter (TIL) Work

8.1.11. Asbestos: If upon evaluation, asbestos is determined to be present, Contractor shall provide a quote to abate such material. Such quote will be based upon location and quantity and work will be performed in compliance with State and Federal Government regulations and will be presented in conformance with this Section. Traceability and ownership of the material will remain with SVP after disposal.

8.2. Contractor is responsible for notifying SVP in a timely manner when the quoted cost may change. Contractor shall provide reason for the change specific to each additional work activity.

8.3. Any work and/or materials requested by the City that exceeds the maximum compensation stated in this Agreement shall require the execution of an amendment prior to the commencement of work, and written authorization subject to the provisions of this Section. Contractor shall not be entitled to any payment above the maximum compensation unless an amendment to this Agreement is executed by both Parties.

8.4. In the event that Contractor identifies additional services are required that are not in the fixed work scope of this Exhibit A, Contractor provide SVP with a quote for such services. Each quote shall include the following information listed separately:

8.4.1. Any findings leading to recommendation for additional work

8.4.2. Specific project requirements for that quote including, where applicable, the specific issue to be remedied and services to be performed.

8.4.3. Project plan and schedule;

8.4.4. Pricing for any material, equipment permits or other costs to be incurred on behalf of the City for the project including any taxes, shipping, and other incidental costs;

8.4.5. Hourly rates for all labor to be used during the project including identification of any labor subject to prevailing wage requirements.

8.4.6. DIR number for any subcontractors; and

8.4.7. Total not-to-exceed price.

8.5. Each quote shall be approved, in writing (e-mail acceptable) in advance of starting work except as outlined in Section 8.6 of this Exhibit A.

8.6. In the following cases, contractor may initiate (or continue work exceeding a currently authorized quote) upon approval by e-mail of one of the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. In the event that work is authorized without a quote under this section, Contractor shall provide a quote within two (2) business days that includes work activity that has already taken place as well as any additional activity required to complete the action requiring such work so that such changes can be documented in approved Work Authorization or Purchase Order within four (4) business days.

8.6.1. Emergency work: An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the SVP reasonably determines to require immediate action, presents an immediate danger to public health and safety, and/or imperils SVP equipment.

8.6.2. In the event that issues are identified that can be most efficiently and economically resolved while on-site or, for services at Depot, by working continuously

8.6.3. Mobilization costs: Start-up is assumed to be immediate upon mechanical completion. Additional mobilization charges will apply to delayed start up. One day has been allowed for this outage.

8.7. City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

9. Contractor shall comply with Foreign Materials Exclusion (FME) Instruction 35 attached as Exhibit A-2 and incorporated by reference.

10. Reporting and Documentation

10.1. Contractor shall provide regular status updates on services performed during the term of the Agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of the City.

10.2. At the end of each project, Contractor shall provide a complete report with any redlines to SVP's drawings, photo evidence, modifications, recommendations and a narrative of the work completed.

10.3. At the end of each project, Contractor shall also provide as-built drawings identifying any changes including source of authorization for change.

11. Staffing Requirements

11.1. Contractor' personnel have thorough knowledge and experience in the maintenance, inspection, repair and adjustment of heavy industrial gas turbines and their auxiliary systems.

11.2. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the services in this Exhibit A.

11.3. Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of the contract.

11.3.1. United States of America citizenship or verified legal alien status.

11.3.2. At least eighteen (18) years of age.

11.3.3. Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by the manager; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

11.3.4. No known criminal background or record of conviction for other than minor vehicle code/traffic violations.

11.3.5. Possession of a current, valid U.S. driver's license permitting operation of a two-axle vehicle.

11.3.6. Ability to perform normal or emergency duties requiring moderate to arduous physical exertion.

11.4. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.

11.5. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

11.6. The City may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by the City.

11.7. Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

11.8. Contractor's employees and any subcontractors shall supply proper identification when requested by the City.

11.9. Contractor shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well-groomed, and courteous, and who can act in the utmost professional manner when interacting with City staff and the general public.

11.10. Classification and Duties of Employees

11.10.1. The Contractor shall include the classifications of employee positions and the duties of each position in each project schedule. Classifications may include, but are not limited to:

11.10.1.1. Technical Advisor/Project Manager/General Manager: Responsible for the day-to-day management and supervision of the required services. On-site responsibilities shall also include, but not be limited to, correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements.

11.10.1.2. Supervisor/Foreman: Oversees field activities and repairs.

11.10.1.3. Technical/Field Personnel: Performs the required services included in this Exhibit A.

11.10.1.4. Administrative Personnel: Assists in the administration and reporting of the required services.

11.10.2. City has accepted the assignment of key personnel in Contractor's quote for Frame 5 Major Proposal # APG 21-5616 Inspection dated November 17, 2021. Contractor shall inform the City immediately of any change in key personnel assigned to this project.

11.10.2.1. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to the City for review and approval.

11.10.2.2. The City shall not unreasonably withhold approval.

11.10.3. The City reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

12. Subcontractors

12.1. The City has authorized Contractor to subcontract with the following:

12.1.1. Veracity- NDE Services

12.1.2. Summit- Crane Services

12.1.3. United Rentals

12.1.4. Mobile Mini- Office and bathrooms

12.2. Additional subcontractors may be authorized through the work authorization process outlined in this Exhibit A.

13. Employee Training

13.1. Contractor shall train all employees (including subcontractors) assigned to perform the required services.

13.2. Contractor's employee training shall be at no cost to the City.

13.3. Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for the City understand how to safely perform duties assigned to them.

13.4. Contractor shall review its training procedures annually, and shall any revisions in writing to the City.

13.5. Contractor shall provide ongoing training at least once per year. Contractor shall ensure that all assigned employees attend this annual training.

14. Professional Behavior

14.1. Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

14.2. Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

14.3. Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the City's instructions.

14.4. Contractor's employees shall be all times polite and courteous in their dealings with City staff and members of the public, treating them with patience and respect.

14.5. Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

14.6. Contractor shall submit any complaints received against it to the City immediately.

15. Safety

15.1. Safety Plan: Contractor uses the following procedures and documentation to ensure compliance with SVP, Contractor and OSHA safety requirements and regulations.

15.1.1. Contractor's Field Safety & Operations Manual is the top-level procedure that establishes Contractor's safety policy, requirements, and documentation.

15.1.2. Contractor develops a site-specific Health & Safety Plan (HASP) for each site it works on in advance of mobilization.

15.1.3. Contractor develops an outage specific Job Safety Analysis (JSA) for each outage it performs based upon the outage specific work scope details and utilizes this document on a daily and task basis during the execution of the work.

15.1.4. Contractor is registered and approved by ISNetWorld and Avetta to perform Field Services at multiple facilities.

15.1.5. Contractor's scope for the Scope included in this Exhibit includes provision for a full-time site safety coordinator to ensure the safe execution of all maintenance activities.

15.2. Contractor, its employees, and any subcontractors shall always act in a safe manner while on City property.

15.3. Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

15.4. Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

15.5. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

15.6. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of the Contractor's IIPP shall be submitted to the City, and be made available on-site upon request.

15.7. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. The City reserves the right to accompany Contractor during these inspections.

15.8. Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

15.9. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

15.10. Contractor shall provide work and traffic signage as required to warn pedestrians and vehicular traffic of work in progress. Contractor may be required to direct pedestrians and traffic around the work area. Contractor shall also be responsible for providing all equipment and personnel necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, and electronic signs.

15.11. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

15.12. Contractor shall notify the City immediately in event of an injury or property damage that occurs during the performance of the services described in this Exhibit A. Contractor shall investigate the reported injury or damage upon request from the City, and provide the City with regular updates until the investigation is resolved. The City reserves the right to perform its own investigation. Should the City choose to conduct its own investigation, Contractor shall assist the City as required.

16. Tools and Equipment

16.1. Contractor is responsible for identifying all tools and equipment necessary to perform work. The City will not loan tools or equipment to the Contractor.

16.2. All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA).

16.3. The City may suspend work where they observe that proper tools and equipment are not being used.

17. Workmanship

17.1. Contractor shall perform the required services in an environmentally responsible manner.

17.2. Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.

17.3. Contractor shall take all necessary precautions to protect City and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense, prior to issuance of payment to the Contractor by the City. Any expenses incurred by the City to repair property damage will be deducted from the Contractor's compensation.

17.4. Contractor will make all reasonable efforts to minimize obstructions and inconvenience to private property owners. These efforts may include, but not be limited to, rescheduling work at a property owner's request, and removing all waste in a timely manner.

17.5. Contractor will make all reasonable efforts to minimize obstructions and inconvenience to public traffic. Contractor shall comply with all City, County,

and State traffic control requirements, including the State of California Manual of Traffic Controls for Maintenance and Work Zones, most current version (Part 6 of California Manual of Uniform Traffic Control Devices), including all revisions.

17.6. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.

17.7. Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of the City, and at the sole expense of Contractor.

17.8. Upon the end of the workday, or suspension of work, Contractor shall remove all equipment and obstructions from any property typically open for use by public traffic. Any incomplete work shall be secured in a manner that does not present a hazard to the City or public.

17.9. The City shall have the right to inspect any work performed by the Contractor and any subcontractors. Should the City determine upon inspection any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to the City.

17.10. The City shall not perform any work for Contractor except in an emergency situation or as determined necessary by the City such as, but not limited to adequately protect the City's electrical or other facilities or to restore work area to a safe condition. The City will be reimbursed for any work done for the Contractor (deduction from the Contract or invoice to Contractor at the sole discretion of the City). This will include all costs (direct straight time or overtime wages, all overhead, administration, engineering, vehicle, and equipment costs).

18. Warranty

18.1. Manufacturer's warranty shall apply to all parts.

18.2. Parts repaired or sold by APG shall include manufacturer's warranty and, unless manufacturer's warranty is longer, Contractor's warranty includes the following: 80 starts or eighteen (18) months from date of shipment for parts that are placed in storage to use as spares whichever is less.

18.3. Labor shall be warranted for twelve (12) months from the date of startup.

18.4. Contractor shall correct any deficiencies and/or errors in Contractor's work discovered during the warranty period, at no cost to the City.

SECTION 10 - FME Work Instruction 335

1. PURPOSE

1.1 The purpose of this document is to provide procedures and guidelines to ensure all foreign materialsare accounted for before, during, and after completion of work on Steam/Gas Turbine and/or Generators. This work instruction will be followed to ensure system startup after maintenance is completed safely without damage to the equipment or injury to personnel.

1.2 Pre-outage briefings will emphasize to the APG workforce at each jobsite that APG will not retaliate against anyone who inadvertently drops any foreign material into a system or machine so long as theemployee reports the incident immediately for proper documentation and corrective action.

2. DEFINITIONS

2.1. **FME: Foreign Material Exclusion:** Work instructions developed to ensure no foreign objects or materials are left in a system or machine that would cause damage upon startup of the system after maintenance operations.

2.2. **Foreign Material:** Material that is not part of the system of machinery and it is not used or present during normal operation.

2.3. **FOD: Foreign Object Damage:** Damage caused to a system or machinery due to foreign material left in a machine after maintenance operations.

2.4. **Drop Notification Record:** Record of tools and/or parts that are accidently dropped into a system or machine that cannot be immediately retrieved and removed from the machine. All items on this record will be accounted for and removed prior to system startup.

2.5. **Clean Pocket Area:** Work area that requires removal of all items that could fall out of any pocket while completing any task within the work area.

3. GENERAL REQUIREMENTS

3.1. All parts removed or installed during maintenance operations will be accounted for.

3.2. All tools in the work area will be specific to the job task being completed at that time.

3.3. Personnel access to the work area will be controlled to minimize introduction of foreign material into the work area.

3.4. The jobsite area will be kept clean and orderly for the entire job to minimize introduction of foreign material to the work area.

3.5. Covering of pipe flanges will be accomplished by using bags or plastic over the flanges and any tape used will be wrapped around the backside of the flange. Inserting plastic or rags in a hole will be avoided if possible. If plugging of a hole with plastic or a rag is required, the plastic/rag will have a safety line attached to it and tied off outside the cavity area.

4. PART CONTROL

4.1. All parts will be counted as they are removed from the system or machine. Special care should be taken with non-ferrous metal parts which cannot be retrieved via a magnet from the system or machine.

4.2. All parts will be labeled, tagged, and /or segregated in the work area to ensure proper identification of parts during the installation phase of the job task.

4.3. Personnel performing specific tasks in a work area will maintain a Drop Notification Record for all parts that are dropped in the system of machine that cannot be immediately retrieved and removed from the system. As dropped items are removed from the system, they will be crossed off the Drop Notification Record. A job is not considered complete until the Drop Notification Record has been cleared.

5. TOOL CONTROL

5.1. Only tools required to complete a specific task will be carried into the jobsite work area. After completion of a specific task, all tools used during that task will be removed from the work area.

5.2. All tools will be tied off using appropriate lanyard material. This lanyard will ensure tools are not dropped into the system or machine which will cause possible damage to the machine or require additional labor to remove the tools from the machine.

5.3. No tools will be set down on the horizontal joints within the machine during on-going maintenance operations.

5.4. Personnel performing specific tasks in a work area will maintain a Drop Notification Record for all parts that are dropped in the system of machine that cannot be immediately retrieved and removed from the system. As dropped items are removed from the system, they will be crossed off the Drop Notification Record. A job is not considered complete until the Drop Notification Record has been cleared.

5.5. All tool sets will be inventoried at the completion of every job to ensure all tools used during the job have been removed from the system and accurately accounted for.

6. ENHANCED CONTROL AREA

APG endeavors to control foreign materials with good work practices and does not require enhanced control areas. If a customer has a requirement for an enhanced control area that requires fencing, tool andmaterial logging, full time

attendant or any other advanced control methods APG will support this effort as directed by the customer. Support for enhanced control methods may cause project delays and/or additional cost that would need to be detailed in the purchase order, contract or extra work document.

7. PERSONNEL

7.1. Only APG personnel, APG subcontractors, and authorized customer representatives are allowed within the work area under contract by APG. Appropriate barricades or work area identifiers will be used to properly control access to the APG contract work area.

7.2. All APG contracted work areas are considered clean pocket areas. Any object that could fall out of a pocket into the system or machine must be removed prior to entry into the work area.

8. GENERAL HOUSEKEEPING

Good housekeeping is an essential part of foreign material exclusion. Poor cleanup or not disposing of general trash can be a source of foreign material in the system and lead to FOD. Guidelines for good housekeeping are as follows:

8.1. Good housekeeping means clean and orderly conditions for the entire job. A place for everything and everything has in its proper place.

8.2. Rubbish, debris, waste, and useless material will be kept cleared from work areas, passageway, and stairs, in and around buildings or other structures.

8.3. All scrap lumber, forms, crates, and other lumber with protruding nails will have nails pulled or beat down immediately upon dismantling.

8.4. Employees removing material having protruding nails will wear heavy gloves and heavy soled boots.

8.5. Containers will be provided for the collection of waste, trash, and other refuse. Garbage and other waste will be disposed of at regular intervals.

8.6. Oily rags and the like will be kept separate and disposed of separately in metal containers with metal lids and with some water in the bottom.

8.7. Glass drink bottles will not be permitted on the jobsite.

8.8. Lunch and food waste will be disposed of immediately in trash barrels as generated. Eating and/or drinking are not permitted in work areas that could result in the introduction of foreign material into the system or machine.

9. FINAL INSPECTION

9.1. After all work is complete on a system or machine. APG personnel will complete a final inspection for foreign material prior to closing-up the system/machine for normal operations. APG personnel will not spin the shaft or run the system until all foreign material is accounted for.

9.2. All part counts will be verified to be zero-balance.

9.3. A thorough tool inventory will be completed, and all tools will be accounted

for.

9.4. All Drop Notification Records will be cleared.

10. RECORDS & FORMS

10.1. All forms shall be considered records and shall be saved. Records of inspection results are to be documented on the standard verification forms which are to be included in the job folder.

10.2. Drop Notification Record, Form F-335-1

10.3. Tool Inventory Lists

10.4. Part Count Lists

10.5. Final Inspection Sign-offs

10.6. Revision History Table

Rev	Date	Description	Written By	Reviewed By	Approved By
0	11/03/17	Initial Release	Marty Magby	Jimmy Cassell	Craig Kingsley

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP
EXHIBIT A - 4 – OPERATING DATA FOR REPLACEMENT ROTOR

Year	**Service Hours**	Attempted Starts	**Actual Starts**
2001	32.62	22	15
2002	26.93	10	7
2003	0.9	4	1
2004	0	0	0
Jan - Sep 2005	0	0	0
Oct- Dec 2005	0	0	0
2006	1	1	1
2007	0.75	3	3
2008	4.95	4	4
2009	0.08	1	1
2010	0	0	0
2011	3.07	4	4
2012	0.78	3	2
2013	1.57	1	1
2014	39.78	13	12
2015	8.78	7	6
2016	26.75	8	8
2017	29.66	7	6
2018	25.02	4	4
2019	37.77	12	12
2020	34.44	8	8
Total	**274.85**	112	**95**

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP
EXHIBIT B – FEE SCHEDULE AND PAYMENT PROVISIONS –
AMENDED JANUARY 12, 2022

1. Maximum Compensation

   1.1. The maximum amount of compensation to be paid to Contractor under this Agreement shall not exceed the amount specified in Section 6 – Compensation and Payment of the Agreement as Amended

   1.2. Any work or materials requested by the City that exceeds the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.

2. Pricing and Payment

   2.1. In the event that site conditions result in increased costs, services shall be provided at the rates outlined in this Exhibit B and Contractor shall follow the Work Authorization process outlined in Exhibit A – Section 8.

   2.2. All pricing uses the terms and rates in this Agreement and are quoted in USD (United States Dollars) unless otherwise specified in writing.

   2.3. Pricing based on scope of work in the Agreement and Amendments is as outlined below:

Item	Scope	Cost
A	Firm-Fixed Work Scope	
Exhibit A to Agreement Section 1	Frame 5 Major inspection Unit 1 (Firm Fixed for the quoted scope of work in Section 1 of Exhibit A to Agreement)	$1,592,800.00
Exhibit A-3 to Amendment No. 3 Section 1	Frame 5 Major inspection Unit 2 (Firm Fixed for the quoted scope of work in Section 1 of Exhibit A to Amendment No. 3 to Agreement)	$1,569,841.09
Exhibit A-4 to Amendment No. 3	Purchase of Rotor – Exhibit A-4 to Amendment No. 3 to Agreement	$804,425.00
B	Additional Services:	

Item	Scope	Cost
	Additional Services are subject to the provisions of Section 8 of Exhibit A and shall not exceed unless an amendment to this agreement is executed by the Parties. This includes additional services previously authorized under the Agreement and Amendment No. 1.	$5,032,933.91
	NOT TO EXCEED MAXIMUM COMPENSATION FOR ALL WORK INCLUDING PARTS, MATERIALS, SALES TAX, FREIGHT, SUBCONTRACTED SERVICES, AND LABOR	**$9,000,000.00**

3. Labor Rates:

3.1. For services not included in the Firm Fixed Scope of work, T&M rates apply, Contractor shall quote using the rates in this Exhibit and following the process in Section 8 of Exhibit A:

3.1.1. Hours during single daily shift – ten (10) hours per day

JOB CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Technical Advisor/ PM	$190.00	$240.00	$240.00
Safety Coordinator	$135.00	$170.00	$170.00
Millwright Supervisor	$160.00	$220.00	$220.00
Millwright Foreman	$150.00	$210.00	$210.00
Millwright Journeyman	$128.00	$168.00	$207.00
Specialty Technician	$200.00	$250.00	$250.00

3.1.2. Hours outside of single daily shift – in excess (10) hours per day

JOB CLASSIFICATION	STRAIGHT TIME	OVERTIME	DOUBLE TIME
Technical Advisor/ PM	$192.00	$242.00	$242.00
Safety Coordinator	$137.00	$172.00	$172.00
Millwright Supervisor	$162.00	$222.00	$222.00
Millwright Foreman	$152.00	$212.00	$212.00
Millwright Journeyman	$130.00	$170.00	$209.00
Specialty Technician	$203.00	$252.00	$252.00

3.2. Rates for additional subcontractors or crafts / trades required for this scope of services shall be quoted and authorized using the process in Section 8 of Exhibit A

3.3. Definitions:

3.3.1. Straight time shall be eight (8) hours per day, Monday through Friday except on federal holidays.

3.3.2. Hours in excess of eight (8) hours Monday through Friday and all hours on Saturday shall be billed at Overtime rates.

3.3.3. Hours on Sundays and Federal holidays shall be billed at double time rates. Holidays are defined as: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

3.3.4. Night Shift Differential applies between 7pm and 7am

3.4. Minimum billable hours are eight (8) hours per day except holidays

3.5. Standby Time: If Contractor staff is required to be available for call-in on weekends or holidays, Contractor may invoice at straight time.

3.6. Travel

3.6.1. Contractor may quote and invoice Per Diem as further defined in Section 3 of this Exhibit B for non-local resources every day that a contractor employee is assigned to the City, including travel until individual is released from the job site (demobilized).

3.6.2. Contractor may invoice travel time based on straight time for all non-local resources when services are provided at SVP's location.

4. Equipment:

4.1. For equipment not included in the firm fixed (base) scope of work, equipment shall be quoted and invoiced based on the below table:

EQUIPMENT	DAILY	CONSUMABLES	FREIGHT
Major Set (Steam/Gas)	$1,500	$250/day	
HGP Tool Set	$1,000	$200/day	
Combustion Inspection	$ 750	$150/day	Cost
(CI) Tool Set/Minor	$1,000	$250/day	+15%
Generator Tool Set	$ 250	Fuel cost +15%	
Company Truck			

4.2. Tool rental charges start when the tools are off loaded at site and apply until tools are shipped from site.

5. Reimbursable Expenses

5.1. If included in a quote, Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions. Travel is included in the firm fixed scope of work.

5.2. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the required services and are not included in a fixed cost for such services.

5.3. The following expenses shall be reimbursable by the City.

5.3.1. Travel-related expenses (mileage, lodging, meals, etc.);

5.3.1.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

5.3.1.2. The City shall not reimburse local travel (within Santa Clara County).

5.3.2. The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.

5.3.3. The cost of mailing, shipping and/or delivery of any documents or materials on behalf of the City.

5.3.4. Any other expenses expressly identified as being reimbursable.

5.3.5. Contractor shall quote and invoice mileage based on the current IRS rate.

5.4. Except as specified above, the City will reimburse these expenses at actual cost plus 15%.

6. Invoicing and Payment

6.1. Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

6.2. Contractor shall invoice Additional Services in accordance with approved quotes and the rates listed in this Exhibit B-1.

6.3. Each invoice shall include the task costs for the previous month.

6.4. The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

6.5. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.

6.6. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll using LCP Tracker or such other system as defined by City, City shall process the invoice for payment.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP
EXHIBIT B-1 – NOT TO EXCEED PRICING FOR ADDITIONAL SERVICES

The following are not to exceed costs for likely additional services.

Each of the following as well as any identified additional services not on the list shall be authorized using the process outlined in Section 8 of Exhibit A.

	T&M Options for Unit 1 – Amendment No 1 – Executed August 19, 2021	
1	Unit Rotor transported to APG Houston shop to remove R0 blades, if required. Not to Exceed Pricing includes outbound and return shipping, shop labor toremove/replace R0 blades – DOES NOT INCLUDE R0 BLADES	$67,000.00
2	Remove and replace R0 blades on site (if T&M Option B1 is not required)	$13,200.00
3	Refurbish Load Gear bearings if required. Not to Exceed Pricing includes shipping	$51,000.00
4	Refurbish #1 bearing if required Not to Exceed Pricing includes shipping	$10,200.00
5	Exhaust skin and insulation if exhaust insulation can't be reused	$12,600.00
6	Expansion joints and weather stripping if required.	$22,000.00
7	Shop Repair of all pumps Not to Exceed Pricing includes shipping Firm Fixed Work Scope includes removal, installation, and alignment	$55,000.00
8	Shop Repair of all motors Not to Exceed Pricing includes shipping Firm Fixed Work Scope includes removal, installation, and alignment	$55,000.00
9	Vibration Analysis at start up if required	$27,500.00
10	Demobilization costs, if required	$46,500.00
11	Estimated TIL work (actuals may be slightly lower based on outageschedule and time constraints)	$83,000.00
12	On site drilling of the stage 1 and 2 shroud blocks to install locatorpins (if required)	$27,500.00

	T&M Options for Unit 2 – Amendment No 3	
A3.1	Unit Rotor transported to APG Houston shop to remove R0 blades, if required. (includes outbound and return shipping, shop labor to remove/replace R0 blades – NOTE: R0 blades not included)	$67,000.00
A3.1a	Remove and replace R0 blades on site (if T&M Option A3.1 is not required)	$13,200.00
A3.2	Repair of SVP rotor currently in Unit 2, rotor would be in shop 5-6 weeks. Inspection and Field Operations ($42,462.00), Anti-Rock coating Stg 1 & 2 stacked ($42,900.00), Compressor coating stacked ($50,267.00), Anti-corrosion coating stacked ($26,000.00)	$161,629.00
	Rotor Options	
A3.3a	*Break marriage coupling & remarry*	*$27,500.00*
A3.3b	*Unstack/Restack compressor section*	*$47,269.00*
A3.3c	*Unstack/Restack turbine section*	*$33,885.00*
A3.3d	*New Marriage bolt kit:*	*$5,253.00*
A3.3e	*New Compressor through bolt kit*	*$17,298.00*
A3.3f	*New Turbine through bolt kit*	*$8,234.00*
A3.4	Exhaust skin and insulation repairs, if required.	$120,000.00
A3.5	Vibration Analysis at start up if required	$25,000.00
A3.6	Demobilization costs, if required	$46,500.00
A3.7	Estimated TIL work (actuals may be slightly lower based on outage schedule and time constraints)	$20,000.00
	Parts Repair	
A3.8a	1st Stage Nozzle Inspection (per set)	$3,550.00

	T&M Options for Unit 2 – Amendment No 3	
A3.8b	1st Stage Nozzle Repairs (per set)	$41,150.00
A3.9a	2nd Stage Nozzle & Diaphragm Inspection (per set)	$4,550.00
A3.9b	2nd Stage Nozzle & Diaphragm Repairs (per set)	$43,570.00
A3.10a	1st Stage Shroud Inspection (per set)	$2,000.00
A3.10b	1st Stage Shroud Repairs (per set)	$26,100.00
A3.11a	2nd Stage Shroud Inspection (per set)	$2,000.00
A3.11b	2nd Stage Shroud Repairs (per set)	$26,100.00
A3.12a	1st Stage Bucket Inspection (per set)	$3,050.00
A3.12b	1st Stage Bucket Repairs (per set)	$34,950.00
A3.13a	2nd Stage Bucket Inspection (per set)	$3,050.00
A3.13b	2nd Stage Bucket Repairs (per set)	$28,810.00
A3.14a	Transition Pieces Inspection (per set)	$3,100.00
A3.14b	Transition Pieces Repair (per set)	$21,350.00
	Transition Pieces Additional Parts / Services	
A3.14c	*Replace Inner Floating Seal (each)*	*$345.00*
A3.14d	*Replace Inner Fixed Seal (each)*	*$300.00*
A3.14e	*Replace Outer Fixed Seal (each)*	*$315.00*
A3.14f	*Apply Full ID TBC (per set)*	*$6,300.00*
A3.15a	F5 Combustion Liner Inspection	$3,450.00
A3.15b	F5 Combustion Liner Repair	$18,890.00
	Combustion Liner Additional Parts / Services	
A3.15c	*Replacement Spring Seals (each)*	*$375.00*

	T&M Options for Unit 2 – Amendment No 3	
A3.15d	*Replacement Cowl Caps (each)*	*$995.00*
A3.15e	*Apply TBC (per set)*	*$6,300.00*
A3.16a	FR5 - Fuel Nozzles – Standard DF Inspection *(per set)*	$6,400.00
A3.16b	FR5 - Fuel Nozzles – Standard DF Repair *(per set)*	$12,600.00
	FR5 Additional Parts / Services	
A3.16c	*Tip OD Restoration (each)*	$575.00
A3.16d	*Liquid Cartridge (each)*	$635.00