

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 6
(Work on Other SVP Transmission Lines)

TO THE CONTRACT FOR
EMERGENCY AID AND OPTIONAL PERMANENT REPAIR SERVICE OF
THE 60-KV TRANSMISSION LINES ON
STONY GORGE AND BLACK BUTTE HYDROELECTRIC PROJECTS

WITH
THE CITY OF SANTA CLARA, CALIFORNIA
dba
SILICON VALLEY POWER

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1. PREAMBLE:

This Contract Amendment is made this _____ day of _____, 2019,
between the UNITED STATES OF AMERICA, acting by and through, DEPARTMENT
OF ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the CITY
OF SANTA CLARA, CALIFORNIA dba SILICON VALLEY POWER (SVP), also
hereinafter referred to individually as Party and together as Parties, as part of Contract
89-SAO-50003 (Primary Contract) pursuant to the same authorities as the Primary
Contract, and subject to all of the provisions of the Primary Contract, except as herein
amended.

2. EXPLANATORY RECITALS:

2.1 The Parties entered into the Primary Contract on April 24, 1989. The
Primary Contract provides the terms and conditions whereby WAPA will provide
emergency aid and optional permanent repair to SVP's Black Butte and Stony
Gorge Transmission Lines.

///

1 2.2 The Parties entered into Amendment 1 to the Primary Contract on May 21,
2 1996. Amendment 1 provided for replacing the August 15, 1995 General Power
3 Contract Provisions (GPCP) with the January 3, 1989 GPCP.
4

5 2.3 The Parties entered into Amendment 2 to the Primary Contract on
6 November 25, 2003. Amendment 2 extended the term of the Contract through
7 December 31, 2018. Also under Amendment 2, WAPA committed to performing
8 annual inspections of SVP's Black Butte and Stony Gorge Transmission Lines.
9

10 2.4 SVP requested WAPA discontinue performing annual inspections of the
11 Black Butte and Stony Gorge Transmission Lines. The Parties executed
12 Amendment 3 to the Primary Contract on December 7, 2005 to terminate said
13 inspections.
14

15 2.5 In 2015, SVP requested WAPA resume performing annual inspections of
16 the Black Butte and Stony Gorge Transmission Lines, and the Parties executed
17 Amendment 4 to the Primary Contract on June 30, 2015 to provide for said
18 services.
19

20 2.6 In 2018, the Parties entered into Amendment 5 to extend the term of the
21 Primary Contract to December 31, 2023.
22

23 2.7 SVP is now requesting WAPA perform inspections of some of its other
24 transmission lines. WAPA may be agreeable to performing inspections of SVP's
25 other lines, as provided for in this Amendment 6.
26

27 **3. AGREEMENT:**

28 The Parties agree to the terms and conditions set forth herein.

1 **4. TERM OF AMENDMENT:**

2 This Amendment shall become effective upon execution and shall remain in effect
3 concurrently with the Primary Contract.
4

5 **5. MODIFICATION TO SECTION 8 (MATERIALS TO BE PROVIDED BY SVP) OF**
6 **THE PRIMARY CONTRACT:**

7 Section 8 is hereby modified as follows:

8 8.1 Materials necessary to perform the requested work in Sections 6, 7 and 17
9 will normally be provided by SVP at SVP's expense.
10

11 **6. MODIFICATION TO SECTION 9 (COMPENSATION TO WAPA) OF THE**
12 **PRIMARY CONTRACT:**

13 Section 9 is hereby modified as follows:

14 9.3 Work on Other SVP Transmission Lines:

15 9.3.1 Upon execution of Exhibit B, as described in Section 17.4, SVP
16 shall advance funds to a WAPA trust account in accordance with a bill for
17 collection.

18 9.3.2 WAPA shall not be obligated to perform any work or make any
19 expenditure pursuant to Section 17 without advance payment by SVP.

20 9.3.3 In the event the funds advanced by SVP are not sufficient and SVP
21 wants WAPA to continue the requested work, SVP shall, within ten (10)
22 days after receipt of written notice from WAPA, advance additional funds as
23 requested by WAPA.

24 9.3.4 Any funds advanced by SVP in excess of the actual total cost
25 incurred by WAPA to perform the requested work on SVP's other
26 transmission lines will be returned to SVP as soon as practicable after
27 completion of such work.
28

///

1 **7. MODIFICATION TO SECTION 16 (EXHIBITS MADE PART OF CONTRACT) OF**
2 **THE PRIMARY CONTRACT:**

3 Section 16 is hereby modified as follows:

4 Exhibit A, Annual Inspections Charge, and Exhibit B, Estimated Cost of Work on
5 Other SVP Transmission Lines, existing under this Contract may vary during the
6 term hereof. Each of said exhibits shall become a part of this Contract during the
7 term fixed by its provisions. Exhibits A and B are attached hereto, and each shall
8 be in force and effect in accordance with its terms until respectively superseded by
9 a subsequent exhibit, as allowed by the terms of each exhibit.

10
11 **8. ADDITION OF SECTION 17 (WORK ON OTHER SVP TRANSMISSION LINES)**
12 **TO THE PRIMARY CONTRACT:**

13 Section 17 is hereby added as follows:

14 **17. WORK ON OTHER SVP TRANSMISSION LINES:**

15 17.1 SVP may, from time to time, request WAPA patrol, inspect and/or
16 provide repair services, hereinafter referred to as work, on its transmission
17 lines other than Black Butte and Stony Gorge Transmission Lines.

18
19 17.2 SVP understands that WAPA will have to schedule the requested
20 work around WAPA's existing maintenance work planned on WAPA's
21 Electric System and other maintenance work scheduled, and WAPA may
22 not be able to perform the requested work immediately or at all for SVP.

23
24 17.3 If WAPA determines it is able to perform the requested work,
25 WAPA will estimate the cost of the requested work and will advise SVP of
26 such estimated costs. Upon written approval from SVP's authorized
27 representative to perform such work, SVP shall pay WAPA in advance
28 according to the terms of Section 9.3 the full estimated amount of the work.

1 17.4 Each time work on SVP's other transmission lines is requested by
2 SVP and agreed to by Western under this Contract, Western will update
3 Exhibit B, attached hereto, to identify the specific work to be performed and
4 the cost identified for such work.
5

6 **9. PRIMARY CONTRACT TO REMAIN IN EFFECT:**

7 Except as expressly modified by this Amendment 6, said Primary Contract shall remain
8 in full force and effect; and this Amendment shall be subject to all provisions of the
9 Primary Contract, except as herein amended.
10

11 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed the
12 day and year first above written.
13

14 CITY OF SANTA CLARA, dba,
15 SILICON VALLEY POWER
16

17 Approved as to form:

18 By: _____
Deanna J, Santana
19 Title: City Manager
Address: 1500 Warburton Ave.
20 Title: City Attorney Santa Clara, CA 95050

21 WESTERN AREA POWER ADMINISTRATION
22

23
24 By: _____
Name: _____
25 Title: Senior Vice President and
Sierra Nevada Regional Manager
26 Address: 114 Parkshore Drive
Folsom, California 95630
27
28

EXHIBIT B

(Specific Work on Other SVP Transmission Lines and Estimated Cost)

1. This Exhibit B, to be effective under and as a part of Contract 89-SAO-50003 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit B or termination of the Contract.
2. Under Section 17 of the Contract, SVP has requested and Western has agreed to perform the following work. The details of the work are as follows:

2.1 Description of Work:

Perform a detailed ground patrol on SVP's Grizzly Powerhouse 115-kV Transmission Line to Pacific Gas and Electric Company's Caribou-Sycamore Transmission Line.

2.2 Start Date:

As soon as practicable after the Contract is executed and funding has been received by WAPA.

2.3 Completion Date:

The same day work begins.

2.4 Estimated Cost:

\$3,495.80