EBIX Insurance No. *S200004650

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and 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. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Fee Schedule and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on June 1, 2021 and terminate on December 31, 2021.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. For a period of two (2) years, Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services during such time, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

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 two million five hundred thousand dollars ($2,500,000), 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. 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.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession. Contractor shall be permitted to recover all costs reasonably incurred up to the date of the notice of termination.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. LIMITATION ON LIABLITY

IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, $7,500,000.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov,
and manager@santaclaraca.gov

And to Contractor addressed as follows:

Brian T Foley
Vice President, Business Development
10131 Mills Rd
Houston, TX 77070
bfoley@alliedpg.com
720-288-3003

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement 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:

Digitally signed by Caio Arellano
Date: 2021.06.23 13:35:48 -07'00'

BRIAN DOYLE
City Attorney

Dated: 6/25/2021

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

"CITY"

ALLIED POWER GROUP
a Delaware Limited Liability Corporation

Dated: June 18, 2021
By (Signature):
Name: Justin D'Appolonia
Title: Chief Administrative Officer
Principal Place of Business Address: 10131 Mills Road
Houston TX 77070
Email Address: jdappolonia@alliedpg.com
Telephone: (412) 979-4363
Fax: ( )

"CONTRACTOR"

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP
EXHIBIT A - SCOPE OF SERVICES

Contractor will services for Silicon Valley Power (SVP) as detailed below:

1. SECTION 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. Disassembly 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 will be performed at Time and Materials (T&M) rates using Work Authorization process in Section 5 of this Agreement.

1.2.1.1. Remove, inspect, and replace bearings.

If required, repairs will be performed on #1 and #2 bearing oil seals using T&M.

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 using T&M. Remove and inspect #1 and #2 bearing on-site,

1.2.1.3. If required, #1 and #2 bearings will be replaced using T&M.

1.2.1.4. If required, Send #1 bearing for refurbishment 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 performed at T&M rates using Work Authorization process in Section 5 of this Agreement.

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 overhauled using T&M. City has available spare bearings. Removed bearings will be shipped for refurbishment at T&M and returned to City for inventory.

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. 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.

If required, rotor may be shipped to ship for removal of blades at T&M

1.2.8. Pumps and Motors: Fixed price scope includes open, clean, close and align pumps and motors. Repairs, refurbishment, reinstall, or replacement with new parts will be performed at T&M rates using Work Authorization process in Section 5 of this Agreement.

1.2.8.1. 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

1.2.8.2. Where required, ship to shop for repair at T&M rates.

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

1.2.9. Reassembly

1.2.9.1. Uncover L/H and blow out cases

1.2.9.2. Install L/H 2SN

1.2.9.3. Install L/H turbine bearings

1.2.9.4. Install L/H SN

1.2.9.5. Install turbine rotor

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

1.2.9.7. Install thrust bearing

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

1.2.9.9. Grid thrust shims (as needed)

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

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

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

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

1.2.9.14. Install exhaust frame hood and air baffle

1.2.9.15. Install exhaust diffuser

1.2.9.16. Install aft flex seals

1.2.9.17. Install FWD flex seals

1.2.9.18. Install exhaust plenum roof

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

1.2.9.20. Install U/H inner barrel

1.2.9.21. Install CDC

1.2.9.22. Install U/H aft compressor Case

1.2.9.23. Install TPs with Inconel rope seal

1.2.9.24. Install combustion chambers and outer cross fire tubes

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

1.2.9.26. Install end covers and FN

1.2.9.27. Install U/H 2SN segments

1.2.9.28. Install turbine shell

1.2.9.29. Install cooling and sealing air piping

1.2.9.30. Install manifolds, pigtail piping, and tubing

1.2.9.31. Install U/H FWD compressor case

1.2.9.32. Final install #1 bearing cover

1.2.9.33. Install inlet bell mouth

1.2.9.34. Remove casing jacks

1.2.9.35. Reinstall turbine compartment

1.2.9.36. Record closing R0 compressor blade 6-point checks

1.2.9.37. Install inlet plenum FWD wall

1.2.9.38. Install inlet plenum wall and roof

1.2.9.39. Install turbine compartment roof

1.2.9.40. Install turbine compartment doors

1.2.9.41. Reinstall exhaust stack

1.2.9.42. Reinstall inlet elbow and insulation panels

1.2.9.43. Install new expansion joints

1.2.9.44. Check load package alignment

1.2.9.45. Check accessory alignment

1.2.10. Alignment, commissioning & start-up support

1.2.10.1. Correct Accessory Alignment, if needed (up to two shifts). Additional shifts, if needed, shall be quoted and authorized using the process in Section 5 of this Exhibit A.

1.2.10.2. Install accessory coupling and guard

1.2.10.3. Correct load package alignment, if needed (up to two shifts). Additional shifts, if needed, shall be quoted and authorized using the process in Section 5 of this Exhibit A.

1.2.10.4. Install load coupling

1.2.10.5. Install load coupling guard

1.2.10.6. Reinstall rat guards and close hatches

1.2.10.7. Perform oil flush. (City to remove and dispose of old oil)

1.2.10.8. Install oil flush system and initial clean the oil tank.

1.2.10.9. Install new oil and begin oil flush. (Approximately 3-5 days and 1700 gallons)

1.2.10.10. Filter oil from tank into totes.

1.2.10.11. Clean oil tank.

1.2.10.12. Filter oil back into tank.

1.2.10.13. Clean up site and inventory tooling

1.2.10.14. Support unit start-up

2. SECTION 2: Division of Responsibility

Description	Contractor	SVP	Notes
Labor:			

Description	Contractor	SVP	Notes
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		
Trash Containers and disposal service		X	

Description	Contractor	SVP	Notes
Pallets and wood for crating & shipping items off site	X	X	
Potable water	X		
Fire protection equipment/first aid facilities	X		
Sub Contract Services:			
Crane & Operator	X		
Scaffolding	X		T&M, if required
Cribbing	X		
Insulation Removal and replacement	X		T&M, if required
Machine shop services	X		T&M, if required
On-site machining	X		T&M, if required
Disposal of hazardous waste		X	
All asbestos removal and disposal subject to Section 5 of this Exhibit A	X		
Oil removal and disposal		X	Old Oil
Oil removal and storage	X		New Oil
New Parts and consumables	X	X	
Freight	X	X	Contractor shall prepare items for freight. Freight costs shall be reimbursed subject to provisions of Exhibit B
Rentals:			
Office trailer, change trailer	X		

Description	Contractor	SVP	Notes
Chemical toilets	X		
Compressed air	X		
Forklifts	X		
Welding Machine	X		
Manlift	X		
Borescope	X		
Generator	X		
Hand washing station	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. Schedule of Work

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

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

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

3.2. Crew schedule will be seven days per week and ten hours per day in one shift for the first two (2) weeks. After two weeks, the schedule may be adjusted as needed to meet the project schedule. In the event that such schedule adjustments result in additional costs, Contractor shall comply with the Work Authorization process outlined in Section 5 of this Exhibit A.

3.3. 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.

4. Assumptions:

4.1. Outage duration will be adjusted depending on scope increases, discoveries and changes that arise outside of the scope described herein. Any outage extensions and extra work will be performed pursuant to the Work Authorization Process outlined in Section 5 of this Exhibit A.

4.2. 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.

4.3. 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).

4.4. 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.

4.5. 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, then Contractor shall provide a quote for such additional activity as

outlined in Section 5 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 5.6 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.

5. Additional Services | Work Authorization:

5.1. All other work not covered by this work scope will be in 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 5 of Exhibit A and may include, but are not limited to:

5.1.1. Consumables, materials or equipment

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

5.1.3. The inspection and repair of any pumps and motors

5.1.4. Refurbish bearings (load gear, #1 bearings)

5.1.5. Repair of pumps and motors

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

5.1.7. Exhaust skin and insulation

5.1.8. Expansion joints and weather stripping

5.1.9. Vibration analysis at start up

5.1.10. Generator and cribbing

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

5.1.12. Technical Information Letter (TIL) Work

5.1.13. 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. Such work and any additional costs shall be authorized using the process outlined in Section 5 of this Exhibit A.

5.2. 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.

5.3. 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 where applicable. Contractor shall not be entitled to any payment above the maximum compensation unless an amendment to this Agreement is executed by both Parties.

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

5.4.1. Any findings leading to recommendation for additional work

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

5.4.3. Project plan and schedule;

5.4.4. 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;

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

5.4.6. DIR number for any subcontractors; and

5.4.7. Total not-to-exceed price.

5.5. Each quote shall be approved, in writing (e-mail acceptable) in advance of starting work except as outlined in Section 5.6 of this Exhibit A.

5.6. 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 quote or Purchase Order within four (4) business days.

5.6.1. 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.

5.6.2. 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

5.6.3. 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.

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

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

7. Reporting and Documentation

7.1. 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.

7.2. 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.

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

8. Staffing Requirements

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

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

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

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

8.2.3. 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;

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

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

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

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

8.4. 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.

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

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

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

8.8. 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.

8.9. Classification and Duties of Employees

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

8.9.1.1. 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.

8.9.1.2. Foreman: Oversees field activities and repairs.

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

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

8.9.2. City has accepted the assignment of key personnel in Contractor's quote for Frame 5 Major Inspection dated April 30, 2021. Contractor shall inform the City immediately of any change in key personnel assigned to this project.

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

8.9.2.2. The City shall not unreasonably withhold approval.

8.9.3. 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.

9. Subcontractors

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

9.1.1. Veracity- NDE Services

9.1.2. Summit- Crane Services

9.1.3. Chris Robinson-Bucket Tech

9.1.4. United Rentals

9.1.5. Mobile Mini- Office and bathrooms

9.1.6. Reladyne- Oil Flush

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

10. Employee Training

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

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

10.3. 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.

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

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

11. Professional Behavior

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

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

12. Safety

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

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

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

12.1.3. 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.

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

12.1.5. Contractor's scope for the Gianera Unit 1 Major Inspection includes provision for a full-time site safety coordinator to ensure the safe execution of all maintenance activities.

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

12.3. 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.

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

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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.

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

12.12. 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.

13. Tools and Equipment

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

13.2. 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).

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

14. Workmanship

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

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

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

14.7. 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.

14.8. 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.

14.9. 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.

14.10. 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).

15. Warranty

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

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

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

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND ALLIED POWER GROUP
EXHIBIT A-1 – SAMPLE PROJECT SCHEDULE

Task Name	Duration	Start	Finish
SVP – Gianera Frame 5 Major	41 days	Mon 5/17/21	Thu 7/1/21
Unit #1 Disassembly	17 days	Mon 5/17/21	Thu 6/3/21
Safety orientation	2 hrs	Mon 5/17/21	Mon 5/17/21
LOTO	2 hrs	Mon 5/17/21	Mon 5/17/21
Remove accessory coupling	6 hrs	Mon 5/17/21	Mon 5/17/21
Remove load coupling	12 hrs	Mon 5/17/21	Tue 5/18/21
Check accessory to turbine alignment	8 hrs	Tue 5/18/21	Tue 5/18/21
Check load coupling to turbine alignment	8 hrs	Tue 5/18/21	Tue 5/18/21
Unbolt and remove exhaust stacks	16 hrs	Tue 5/18/21	Wed 5/19/21
Remove turbine compartment roof & doors	12 hrs	Wed 5/19/21	Thu 5/20/21
Disassemble inlet ducting	16 hrs	Wed 5/19/21	Thu 5/20/21
Remove piping	8 hrs	Wed 5/19/21	Wed 5/19/21
Remove FN	6 hrs	Wed 5/19/21	Wed 5/19/21
Remove can covers	6 hrs	Thu 5/20/21	Thu 5/20/21
Remove liners, transfer tubes & clips	6 hrs	Thu 5/20/21	Thu 5/20/21
Remove cans	12 hrs	Thu 5/20/21	Fri 5/21/21
Install centerline jacks	8 hrs	Fri 5/21/21	Fri 5/21/21
Remove turbine shell	12 hrs	Fri 5/21/21	Sat 5/22/21
Remove forward compressor cases	8 hrs	Fri 5/21/21	Fri 5/21/21
Remove inlet	8 hrs	Sat 5/22/21	Sat 5/22/21
Remove exhaust frame	16 hrs	Sat 5/22/21	Sun 5/23/21
Remove TP's	8 hrs	Sat 5/22/21	Sat 5/22/21
Remove first stage nozzle	6 hrs	Sun 5/23/21	Sun 5/23/21
Remove CDC	12 hrs	Sun 5/23/21	Mon 5/24/21
Remove inner barrel	4 hrs	Sun 5/23/21	Sun 5/23/21
Measure and record rotor clearances	6 hrs	Mon 5/24/21	Mon 5/24/21
Remove 2SN	12 hrs	Mon 5/24/21	Tue 5/25/21
Remove #1 bearing instrumentation (SVP)	6 hrs	Mon 5/24/21	Mon 5/24/21
Remove #1 bearing cap and record seal clearances	8 hrs	Mon 5/24/21	Mon 5/24/21
Remove #2 bearing housing and record clearances	8 hrs	Mon 5/24/21	Mon 5/24/21
Unbolt upper # 1 and # 2 bearing housings	8 hrs	Tue 5/25/21	Tue 5/25/21
Disassemble thrust bearings	4 hrs	Tue 5/25/21	Tue 5/25/21
Remove rotor and set in rotor stand	8 hrs	Tue 5/25/21	Tue 5/25/21
Record all serial #'s on combustion and turbine section parts	8 hrs	Wed 5/26/21	Wed 5/26/21
Box all combustion and turbine section parts	8 hrs	Wed 5/26/21	Wed 5/26/21
Remove stage 1-2 buckets	16 hrs	Wed 5/26/21	Thu 5/27/21
Clean turbine wheels	8 hrs	Thu 5/27/21	Thu 5/27/21

Task Name	Duration	Start	Finish
Veracity to inspect turbine wheels	8 hrs	Thu 5/27/21	Thu 5/27/21
Veracity to inspect compressor and rotor blades	8 hrs	Fri 5/28/21	Fri 5/28/21
Blend and debur compressor and stator blades as needed	8 hrs	Fri 5/28/21	Fri 5/28/21
Install upper half inlet casing and connect IGV rack	8 hrs	Fri 5/28/21	Fri 5/28/21
Record complete set of opening IGV clearances	8 hrs	Fri 5/28/21	Fri 5/28/21
Inspect pumps and motors	10 days	Fri 5/28/21	Wed 6/8/21
Disassemble IGV blade arrangement	12 hrs	Fri 5/28/21	Sat 5/29/21
Veracity to inspect IGV blades	4 hrs	Sat 5/29/21	Sat 5/29/21
Install new IGV blade arrangement (use old gears)	12 hrs	Mon 5/31/21	Tue 6/1/21
Record a complete set of closing IGV clearances	8 hrs	Tue 6/1/21	Tue 6/1/21
Remove upper half inlet and store	8 hrs	Tue 6/1/21	Tue 6/1/21
Disassemble & inspect accessory gear shafts & bearings	4 days	Fri 5/28/21	Tue 6/1/21
Remove Load Compartment Roof	8 hrs	Fri 5/28/21	Fri 5/28/21
Disassemble & inspect load gear bearings	5 days	Sat 5/29/21	Thu 6/3/21
Inspect the Generator Pedestal Bearing	12 hrs	Mon 5/31/21	Tue 6/1/21
Reassemble	17 days	Mon 5/31/21	Fri 6/18/21
Install new stage 1-2 buckets	16 hrs	Mon 5/31/21	Tue 6/1/21
Final inspect #1 and #2 bearings	4 hrs	Mon 5/31/21	Mon 5/31/21
Install lower half bearing liners and cover bearings	4 hrs	Mon 5/31/21	Mon 5/31/21
Final inspect lower half casings	2 hrs	Tue 6/1/21	Tue 6/1/21
Install rotor	8 hrs	Tue 6/1/21	Tue 6/1/21
Reassemble thrust bearings	4 hrs	Wed 6/2/21	Wed 6/2/21
Record bearing seal clearances	4 hrs	Wed 6/2/21	Wed 6/2/21
Install # 1 journal bearing	1 hr	Wed 6/2/21	Wed 6/2/21
Install # 2 journal bearing	1 hr	Wed 6/2/21	Wed 6/2/21
Close #1 bearing temporary	4 hrs	Wed 6/2/21	Wed 6/2/21
Record compressor clearances	4 hrs	Wed 6/2/21	Wed 6/2/21
Close #1 bearing final	6 hrs	Thu 6/3/21	Thu 6/3/21
Install inlet	8 hrs	Thu 6/3/21	Thu 6/3/21
Install FWD & aft compressor cases	6 hrs	Thu 6/3/21	Thu 6/3/21
Install compressor inner barrel	2 hrs	Fri 6/4/21	Fri 6/4/21
Install CDC	8 hrs	Fri 6/4/21	Fri 6/4/21
Install L/H 2SN	6 hrs	Fri 6/4/21	Fri 6/4/21
Install L/H 1SN	4 hrs	Sat 6/5/21	Sat 6/5/21
Check closing turbine clearances	4 hrs	Sat 6/5/21	Sat 6/5/21
Close #2 bearing final	4 hrs	Sat 6/5/21	Sat 6/5/21
Install U/H 2nd Stage Diaphragm	4 hrs	Sat 6/5/21	Sat 6/5/21

Task Name	Duration	Start	Finish
Install U/H 1st stage nozzle	4 hrs	Mon 6/7/21	Mon 6/7/21
Measure 1SN concentricity	4 hrs	Mon 6/7/21	Mon 6/7/21
Install TP's	12 hrs	Mon 6/7/21	Tue 6/8/21
Install turbine shell	12 hrs	Tue 6/8/21	Wed 6/9/21
Install exhaust frame	12 hrs	Tue 6/8/21	Wed 6/9/21
Install cans	8 hrs	Wed 6/9/21	Wed 6/9/21
Install liners, transfer tubes & clips	6 hrs	Wed 6/9/21	Wed 6/9/21
Install can covers & FN	8 hrs	Thu 6/10/21	Thu 6/10/21
Install FWD Flex Seals U/H	12 hrs	Thu 6/10/21	Fri 6/11/21
Reassemble inlet ducting	16 hrs	Fri 6/11/21	Sat 6/12/21
Install piping	8 hrs	Fri 6/11/21	Fri 6/11/21
Install compartment doors & roof	12 hrs	Sat 6/12/21	Mon 6/14/21
Install exhaust stack	16 hrs	Mon 6/14/21	Tue 6/15/21
Align accessory to turbine	2 days	Mon 6/14/21	Tue 6/15/21
Align load gear to turbine	2 days	Wed 6/16/21	Thu 6/17/21
Align load gear to generator	2 days	Fri 6/18/21	Sat 6/19/21
Install accessory & load coupling	2 days	Sat 6/19/21	Mon 6/21/21
Oil flush	7 days	Mon 6/21/21	Mon 6/28/21
Clean oil tank and install new turbine oil	1 day	Mon 6/28/21	Mon 6/28/21
Remove LOTO put unit on oil & ratchet	8 hrs	Tue 6/29/21	Tue 6/29/21
Start up support	2 days	Wed 6/30/21	Thu 7/1/21
Technical Advisor, Supervisor, and eight (8) Millwrights 7 days per week x 10 hours per day x 1 shift	41 days	Mon 5/17/21	Thu 7/1/21

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

1. MAXIMUM COMPENSATION

   1.1. The maximum amount of compensation to be paid to Contractor under this Agreement shall not exceed two million five hundred thousand dollars ($2,500,000).

   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. PRICE AND PAYMENT

   2.1. In the event that site conditions result in increased costs, 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 Exhibit A is as outlined below:

Item	Scope	Cost
A	Firm-Fixed Work scope – SECTION 1	
1	**Frame 5 Major inspection (Firm Fixed for the quoted scope of work)**	**$1,592,800.00**
B	Additional Services:	
Additional Services are subject to the provisions of Section 5 of Exhibit A and shall not exceed unless an amendment to this agreement is executed by the Parties.		$907,200.00
NOT TO EXCEED MAXIMUM COMPENSATION FOR ALL WORK INCLUDING PARTS, MATERIALS, SALES TAX, FREIGHT, SUBCONTRACTED SERVICES, AND LABOR		**$2,500,000.00**

3. LABOR RATES:

   3.1. For services not included in the Firm Fixed Scope of work, Time and Materials rates apply, Contractor shall quote using the process in Section 8 of Exhibit A and invoice based on the following hourly rates:

      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	$253.00	$252.00

3.2. Definitions:

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

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

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

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

3.5. Travel

3.5.1. Contractor may quote and invoice Per Diem as further defined in Section 5 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).

3.5.2. 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. 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	
CI Tool Set/Minor	$ 750	$150/day	Cost
Generator Tool Set	$1,000	$250/day	+15%
Company Truck	$ 250	Fuel cost +15%	

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.

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.);

5.3.2. 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

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

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

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

5.3.6. Any other expenses expressly identified as being reimbursable.

5.3.7. 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

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. City shall pay Contractor for 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 5 of Exhibit A.

B	T&M Options	
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

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

EXHIBIT C- INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $5,000,000 Each occurrence

   $5,000,000 General aggregate

   $5,000,000 Products/Completed Operations aggregate

   $5,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000)

policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to

reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Electric Department

P.O. Box 100085 – S2	or	1 Ebix Way
Duluth, GA 30096		John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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

EXHIBIT D - LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation

requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of

such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.