

To: MARK TURNER
858-320-1550



A Sempra Energy company

Confidential Fax

Southern California Gas Company
Box 519249, GT22A1
Los Angeles, CA 90051-2499

To: Dave Rogers	Fax: (713) 374-3901
Company: Intergen North America	Tel: (713) 374-3944
From: Jeffrey Horn	Fax: 213 244-8222
Department: ETS - Customer Services	Tel: 213 244-2677
Number of Pages (including cover page): 2	Date: 02/05/2001

Comments:

Dave, please sign and return with a check for \$10K made out to Southern California Gas Company. If you can do overnight mail, that would be great. We are contacting our consultant now and will have her on board shortly.

On a related issue, could you give me authorization via e-mail to provide a copy of your environmental report (by URS) to our consultant, who will be asked to keep it confidential and to return it to me after she has read it?

Our consultant will focus only on recommending the easiest-to-permit route and on how we can proceed to complete permitting. I don't want her to repeat work already done by URS.

I'll return a completed (w/our signature) copy of the the Collectible Work Order to you by mail, or hand it to you personally when you're next out here.

P.S. Please provide Intergen's Federal Tax ID as shown on the form. Tho! Jeff

If there is a problem with the transmittal, please contact:

Tel:

This message is intended only for the use of the individual or entity to whom it is addressed, and may contain information that is privileged and/or confidential. Receipt by an unintended recipient does not constitute a waiver of any applicable privilege. Reading, disclosure, discussion, dissemination, distribution or copying of this information by anyone other than the intended recipient or his or her employees or agents is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the US Postal service.

SOUTHERN CALIFORNIA GAS CO. - COLLECTIBLE WORK AUTHORIZATION



VO # _____

GWO # _____

Date Prepared: 2/5/01			Prepared By: Jeffrey Horn		
Purchaser Name and Job Address: Name: Intergen North America			Billing Name and Address, if Different: Name:		
Address: Two Houston Center, 909 Fannin, Suite 2222			Address:		
City: Houston	St: TX	Zip: 77010	City:	State:	Zip:
Phone # (713) 374-3944					
Purchaser's SS#			Or Federal Tax ID #		
Purchaser requests and authorizes The Gas Company to perform the following work:					
Environmental assessment of pipeline route options to serve proposed power plants with focus on permitting issues.					

ESTIMATED COSTS TO PERFORM WORK: \$10,000

TOTAL LABOR	TOTAL NON-LABOR	TOTAL CONTRACT	SUBTOTAL	CIAC TAX	TOTAL ESTIMATE
\$	\$	\$ \$10,000	\$	\$	\$ \$10,000

Purchaser agrees to pay The Gas Company the actual cost - the estimated amount is due and payable in advance and any additional balance within 30 days of invoice.

The estimated cost of the Work is furnished only for the convenience of the Purchaser. It is intended to reflect The Gas Company's general past experience of the cost of similar work under favorable conditions. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by The Gas Company of the actual cost. The actual cost shall include overhead costs contained in The Gas Company's appropriate billing formula. Purchaser agrees to pay within 30 days of invoice any additional amounts whenever The Gas Company determines the cost of Work completed exceeds any amounts previously paid. When labor costs exceed the estimate, The Gas Company may, but is not obligated to notify Purchaser, and cease all work until approval for the increased cost is obtained from Purchaser. If the total actual cost is less than the deposit(s), The Gas Company will refund the difference (without interest). Purchaser agrees that if The Gas Company brings any action to enforce the provisions of this Agreement, it shall be entitled to recover its attorneys' fees and costs, in addition to any other relief to which it is entitled.

Purchaser agrees that any excavation made by Purchaser that is to be entered by Gas Company employees, agents or subcontractors shall conform to all requirements of the State of California construction safety Orders, particularly the provisions of Article 6, Sections 1539 through 1547, which relate to the safe construction of trenches and excavations. Purchaser further agrees to take all reasonable care in protecting The Gas Company's property from damage, including the use of procedures which will not place undue strain on pipes during excavation and backfill or cause damage to pipe protective coatings.

Purchaser shall indemnify, defend and hold harmless The Gas Company from and against any and all liability of every kind and nature for - (i) Injury to or death of persons, including without limitation, employees or agents of The Gas Company or of Purchaser (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of The Gas Company, Purchaser or any other person; (iii) violation of local, state or federal laws or regulations (excluding environmental laws or regulations); and (iv) including attorneys' fees incurred in defending against such liability or enforcing this provision - resulting from or in any manner arising out of or in connection with the performance of the Work including the indemnity obligations imposed on The Gas Company by the owner of the Job Address if other than Purchaser, by the local jurisdiction in which the Work is performed or which issues a permit for any part of the Work, excepting only those liabilities arising from the sole negligence or willful misconduct of The Gas Company or its agents compared to any other personnel.

Purchaser shall indemnify, defend and hold The Gas Company harmless from and against any and all liability (including attorneys' fees incurred in defending against such liability or in enforcing this provision) arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation as a result of pre-existing conditions at the Job Address, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or non-hazardous, removed from the ground as a result of the Work ("Pre-Existing Environmental Liability"), including but not limited to liability for the costs, expenses and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Purchaser and The Gas Company, Purchaser agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Purchaser agrees that The Gas Company may stop work, terminate the Work, redesign it to a different location or take other action reasonably necessary to complete the Work without incurring any Pre-Existing Environmental Liability.

AGREED AND ACCEPTED: _____ (DATE)

PURCHASER: Intergen North America (NAME OF COMPANY) X

THE GAS COMPANY BY: _____ (NAME (PRINT))

DAVID ROGERS DIRECTOR (PURCHASER OR AUTHORIZED REPRESENTATIVE (PRINT)) TITLE X

SIGNATURE

[Signature]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

PAYMENT INFORMATION

Amount Recd. \$ _____	Check # _____	Amount Recd. \$ _____	Check # _____	Amount Recd. \$ _____	Check # _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____