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Agenda

Date: May 7, 2015

Subject: May 11, 2015 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA or via teleconference

Time: 10:00 A.M.

*** In compliance with the Brown Act, you may participate in person at the meeting location or via teleconference at one of the locations listed below. In either case, please: (1) post this notice at a publicly accessible location at the participation location at least 72-hours before the call begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.

NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16th Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA	CITY OF UKIAH 411 W Clay Street Ukiah, CA
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	CITY OF SANTA CLARA 1500 Warburton Avenue Santa Clara, CA	POWER & WATER RESOURCES POOLING AUTHORITY 2106 Homewood Way, No. 100 Carmichael, CA 95608

The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon written request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or www.ncpa.com

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participant in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item considered by the Lodi Energy Center Project Participant Committee at this meeting, before or during the Committee's consideration of that item, shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item within the jurisdiction of the Lodi Energy Center Project Participant Committee and not listed on the Agenda may do so at this time.

2. Meeting Minutes - Approval of April 13, 2015 regular meeting

MONTHLY REPORTS

3. Operational Report for April 2015 and Outage Update - (*Jeremy Lawson/Mike DeBortoli*)

4. Market Data Report for April 2015 – Verbal Report (*Bob Caracristi*)

5. Monthly Asset Report – (*Michael DeBortoli*)

CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Project Participant or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Participants will be polled to determine if any Participant wishes to abstain from one or more items on the Consent Calendar.

6. Treasurer's Report for April - Accept by all Participants

7. Financial Report for April - Approve by all Participants

8. GHG Reports (excerpted from monthly ARB) - Accept by all Participants

9. Ernie & Sons Scaffolding dba Unique Scaffold – Staff seeking approval of a five year Multi-Task General Services Agreement for not to exceed \$1,000,000 for scaffolding services at all facilities. All purchase orders issued pursuant to this agreement will be charged against approved Annual Operating budgets.

10. First Global Gear Services, LLC dba FGGS, LLC – Staff seeking approval of a five year Multi-Task General Services Agreement for not to exceed \$500,000 for turbo machinery support services at all facilities. All purchase orders issued pursuant to this agreement will be charged against approved Annual Operating budgets.

11. Performance Mechanical, Inc. – Staff seeking approval of First Amendment to the existing five year Multi-Task General Services Agreement for piping, hydrotesting, HRST work and outage support at all facilities, increasing the not to exceed amount from \$260,000 to \$1,000,000. All purchase orders issued pursuant to this agreement will be charged against approved Annual Operating budgets.

- 12. Expro Americas, LLC** – Staff seeking approval of Second Amendment to existing three year General Services Agreement with Expro Americas, LLC for wireline and downhole services, increasing the not to exceed amount from \$220,000 to \$500,000 and adding the CT2 and Lodi Energy Center facilities to the Scope of Work. All purchase orders issued pursuant to this agreement will be charged against approved Annual Operating budgets.
- 13. Platinum Scaffolding, Inc.** – Staff seeking approval of First Amendment to the existing five year Multi-Task General Services Agreement with Peterson Industrial Scaffolding, Inc. Accepting Assignment to Platinum Scaffolding, Inc., to effectuate a name change for scaffolding services at the Geothermal, CTs and Lodi Energy Center facilities. All purchase orders issued pursuant to this agreement will be charged against approved Annual Operating budgets.
- 14. Univar USA, Inc.** – Staff seeking approval of First Amendment to existing five year Multi-Task Equipment, Materials and Supplies Agreement increasing the not to exceed amount from \$250,000 to \$500,000 and amending the Scope of Services to include various additional chemicals as needed at the Geothermal, CTs and Lodi Energy Center facilities. All purchase orders issued pursuant to this agreement will be charged against approved Annual Operating budgets

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

None

INFORMATIONAL/ DISCUSSION ITEMS

15. Proclamation for Michael Werner for Service as LEC PPC Chairman

16. Other New Business

ADJOURNMENT

Next Regular Meeting: May 11, 2015

Lodi Energy Center
Project Participant Committee Meeting
April 13, 2015 - MEETING MINUTES
Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
10:00 A.M.

1. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:03 a.m. by Chairman George Morrow. He asked that roll be called as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Morrow	Present	2.7857%
BART - Lloyd	Present	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Forsythe	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Cadek	Present	9.5000%
Lompoc - Hostler	Present	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Palmerton	Absent	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	91.1536%
Absent	5	8.8464%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	4/13/2015	

Public Forum

Chairman Morrow asked if any members of the public were present in Lodi or at any of the other noticed meeting locations that would like to address the PPC on any agenda items. No members of the public were present.

2. Meeting Minutes

The draft minutes of the regular meeting held on March 9, 2015 were considered. The LEC PPC considered the following motion.

Date: 4/13/2015

Motion: The PPC approves the minutes of the March 9, 2015 regular meeting as presented.

Moved by: Lodi

Seconded by: MID

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	91.1536%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	8.8464%
Result:	Motion passed.	

MONTHLY REPORTS

3. Operational Reports for March 2015

Jeremy Lawson presented a written and oral report for March including Safety, Notice of Violations, Outage Summaries, Planned Outages, and Generating Unit Statistics. There were no OSHA recordable accidents and no NERC/WECC violations. There were two Notices of Violation relative to air permit issues during the month, both the result of a breakdown in the CEMS. Both are being challenged due to late reporting. The first was reported 24 minutes late due to the Operator handling other plant upsets at the time; the second included failure to report during the night but reported the next morning. One resulted in excess emissions which were granted relief; the other no excess emissions resulted. The operators tended to the plant first. Further training will be done regarding processes for timely reporting.

The plant experienced an outage on March 1 when the high pressure steam turbine vibration probe wiring became non-operational due to damage from the HP inlet steam leak. The steam

turbine was out of service for 3.8 hours. The problem was resolved but could reappear; staff is monitoring.

The planned outage is set for May 1-9. Needed work to the fuel path has been guaranteed within a 14 day window. Mike DeBortoli talked about the risks associated with hydraulic leaks on fuel valves and the need for ten days to complete the repair, plus shipping time for parts. These times are being measured against the scheduled nine day outage.

Jeremy's report reflected monthly production of 184,487 MWH, 717 service hours, and equivalent operating availability of 99.82%. The report set forth the Capacity Factor @ 280MW Pmax of 88.68% and @ 302MW Pmax of 82.22%. During the month the plant had 3 hot starts, zero warm starts, and zero cold starts. Jeremy noted that in the near future staff may be seeking adjustment of the PMOA to update the heat rate ranges. He said that due to the steam leak the averages for use of start-up fuel have increased.

4. Market Data Report for March 2015

Bob Caracristi discussed the operating and financial settlement results for the month.

5. Update regarding Results of Bid Strategy for CAISO Integrated Forward Market; update regarding request for modelling of increased Capacity Factor information

Ken Goeke provided an update to the Committee for March. He noted that currently no special bidding is being done but the plant continues to run around the clock. He discussed the comparison between the day ahead market cycling and no cycling as reflected in the detailed modelled results. In response to a request from Participants, he also discussed possible modelling results for increased generation due to bidding strategy for FY16 and modelled regulation down and regulation up revenue numbers. In response to a question from CDWR, Ken said he will look at the regulation down bids in light of solar and wind resources.

6. Monthly Asset Report

Mike DeBortoli presented the monthly asset report/budget review for February and included a summary presentation slide to highlight the significant budget line items which were above or below forecasts. The actual revenue is below forecast. Likewise the variable operating maintenance costs are below forecast due to the plant running 24/7; the fixed maintenance costs are a bit above forecast due to outage costs; project costs are below forecast but may be encumbered. He commented that the February fuel price was one half what it was in 2014. The remaining budget numbers are on track and overall he said the budget numbers are looking pretty good.

Consent Calendar

The consent calendar was considered. Chairman Morrow asked if any Participant wished to remove any item listed on the Consent Calendar for separate discussion. Hearing none, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

Date: 4/13/2015

Motion: The PPC approves the Consent Calendar consisting of: agenda items no. 7 Treasurer's Report for March 2015; 8. Financial Report for March 2015; 9. GHG Reports for April 2015; 10. Five year American Exchanger Services Inc. Multi-Task General Services Agreement for not to exceed \$300,000 ; 11. Five year Sulzer Turbo Services Houston, Inc. Multi-Task General Services Agreement and Agreement for the Purchase of Equipment, Materials and Supplies in an amount not to exceed \$1,500,000; 12. Five year OSISoft LLC Enterprise Program Agreement in an amount not to exceed \$447,500; and 13. LEC PMOA Schedule 1, Exhibit 8, Settlement of CAISO Charge Codes and Allocations to Participants to reflect the addition of a settlement charge code for the disposition of proceeds associated with the CAISO's Generator Interconnection Process.

Moved by: BART

Seconded by: PWRPA

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Yes	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	10	94.6072%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	3	5.3928%
Result:	Motion passed.	

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BUSINESS ACTION ITEMS

14. Lodi Energy Center Annual Budget for Fiscal Year 2016

Michael DeBortoli presented an updated presentation slide with revised budget numbers in various categories. The changes were due to the recalculation of the LEC O&M reserve using the final FY16 budget numbers. The main drivers of the increase were attributable to increases in routine O&M and fuel costs. Notes were also added to the budget to reflect the updated calculations and reserve levels and requirements. Mike also explained that the FY16 budget being considered for adoption does not include costs for the potential issues with the steam turbine. That repair will require lifting the cover. Staff is working to defer that repair cost as long as possible but should it be necessary during FY16 it will be an unbudgeted expense. It was noted that the increase in operating reserves will be included in the All Resources Bill in July. The LEC PPC considered the following motion:

Date: 4/13/2015

Motion: The PPC approves and adopts the Fiscal Year 2016 Annual Budget for the Lodi Energy Center in the amount of \$97,260,649 and further approves the establishment of the Operating Reserve Fund amount at \$11,217,009 for FY16.

Moved by:

PWRPA

Seconded by:

SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	9	93.8215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	6.1785%
Result:	Motion passed.	

15. PG&E's Compressed Air Storage Project

Ken Speer updated the Committee about PG&E's development of a compressed air storage project in Lodi. The City of Lodi approached PG&E about the possible availability of land and supply of water to PG&E for the project. However, in accordance with the terms of the lease agreement between NCPA and the City of Lodi, NCPA has a right of first refusal on any offers to use the land and the City of Lodi is precluded from entertaining any offers for power generation facilities until 2018. The City has asked NCPA if it would waive the condition preventing power generation. NCPA, the City, and PG&E have had several meetings to discuss this potential project. To date, NCPA's primary concerns have been related to congestion and possible reservoir communication and associated problems. NCPA's consultant has concluded it agrees with PG&E's consultants that the latter is a non-issue. With respect to the congestion concern, the City of Lodi has developed a conceptual plan to address this concern.

A high level overview of the proposal points include: (1) congestion-the first \$10 million would be covered by the City through its rent payments received from PG&E which likely will be \$2.8 million per year based on the expected acreage. NCPA would be willing to provide a cash flow mechanism to the City and accept payment of the \$10 million over time as the annual rent is received from PG&E; (2) PG&E would cover the full remaining congestion exposure over \$10 million; (3) the exposure would be measured from the baseline established in 2017 when the 8-mile transmission line upgrade project is completed; and (4) PG&E will build an 8 MGD clean water storage facility for Lodi's exclusive use to meet its water supply obligations to all water customers on site.

The Participants discussed various aspects of this item including other potential uses of the land which is subject to the lease, if the land is kept the cost to be paid for it, and the purpose of the compressed air storage project and its status. Ken Speer said the project is in research and development and has not yet been studied as part of the queue process. Martin Caballero asked if there had been discussion of any cap on PG&E's exposure or termination dates. Ken Speer said those are details of the agreement to be further discussed should the concept move forward. Chairman Morrow said he appreciates the fact that the City is willing to cover the first \$10 million of congestion costs. At the conclusion of the discussion, there were no objections to NCPA staff continuing to discuss possible development of this project.

INFORMATIONAL ITEMS

16. NCPA Annual Conference Rates Charged to LEC Participant Non Members

At the last meeting of the LEC PPC Committee a request was made that NCPA Annual Conference member rates to be extended to the LEC Project Participants who are not members of NCPA. Ken Speer advised that this request was brought to NCPA's management team. He will report back when a decision is made. Chairman Morrow indicated he appreciates NCPA taking a look at the issue.

17. Proclamation for Michael Werner for Service as LEC PPC Chairman

Since Michael Werner was absent, this item was deferred to the next Committee meeting.

18. Other New Business

Marty Hostler of Lompoc commented that speculations are circulating about the City of Gridley and a possible 3 MW lay off of energy. It is understood that Gridley will have a new City

Manager in June or July so presumably the issue will be addressed when new management is in place. It was noted that should a Participant wish to reduce its share in the Project, it must give notice to the PPC and first offer that interest to the other Participants. Marty appreciated the information.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, June 8, 2015. The meeting was adjourned at 11:18 p.m.

DRAFT



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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 5/11/2015
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

- Permits: 0 Violations
- NERC/WECC: 0 Violations

Outage Summaries:

- None

Planned Outage Summaries:

- 2015, May 1st – May 9th: Balance of Plant, Outage Work

Generating Unit Statistics:

LEC

Report**Date:**

Start Date 4/1/2015

End Date 5/1/2015

1. Monthly Production 181,256 MWH
2. Productivity Factor
- a. Service Hours 705 Hours
 - b. Service Factor 97.96 %
 - c. Capacity Factor @ 280MW Pmax 89.91 %
 - d. Capacity Factor @ 302MW Pmax 83.36 %
3. Equivalent Operating Availability (EOA) 98.07 %
4. Forced Outage Rate (FOR)
- a. Combustion Turbine Generator 1.93 %
 - b. Steam Turbine Generator 2.41 %
5. Heat Rate Deviation (HRD)
- a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range		Average HR	PMOA HR	Deviation	Production	Cost
		BTU/kW-Hr	BTU/kW-Hr	%	MWH	\$
Seg. 1	296 - 302	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	6,933	6870	0.91%	43,834	\$11,005
Seg. 3	275 - 284	6,953	6971	-0.26%	43,829	-\$3,167
Seg. 4	250 - 275	6,977	7081	-1.48%	52,813	-\$22,066
Seg. 5	225 - 250	7,046	7130	-1.17%	14,796	-\$4,955
Seg. 6	200 - 225	7,142	7315	-2.37%	11,493	-\$7,954
Seg. 7	175 - 225	7,291	7711	-5.44%	11,857	-\$19,906
Seg. 8	165 - 175	7,626	7856	-2.93%	2,248	-\$2,071
					180,870	-\$49,115

6. AGC Control Deviation

MW Range		High Dev	Low Dev	Absolute Dev	Cost
		MWH	MWH	MWH	\$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	99	-115	215	\$5,951
Seg. 3	275 - 284	63	-324	387	\$10,757
Seg. 4	250 - 275	222	-81	303	\$8,458
Seg. 5	225 - 250	79	-41	119	\$3,367
Seg. 6	200 - 225	63	-36	99	\$2,838
Seg. 7	175 - 225	52	-29	81	\$2,361
Seg. 8	165 - 175	8	-6	14	\$439
		587	-632	1,219	\$34,172

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	3	0	0
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	67.0	160.0	235.0
Start Time Deviation (%)	-21.2%	0.0%	0.0%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,186	5,200	5,430
Fuel Deviation	-39.7%	0.0%	0.0%
Costs of Fuel Deviations (\$)	-\$3,125	\$0	\$0

Definitions:

1. Monthly Production = Plant Net MWH's
2. Capacity Factor
 - a. Service Hours = In Production or in Service State
 - b. Service Factor = $SH / PH \times 100\%$
 - c. Capacity Factor = $Production / 302MW \times PH$
 - d. Capacity Factor = $Production / 280MW \times PH$
3. Monthly Equivalent Availability Factor (EAF) = $(AH - EPDH - EFDH) / PH \times 100\%$
4. Forced Outage Rate = $(FOH / (FOH + SH)) \times 100\%$
5. Heat Rate Deviation (HRD)
 - a. Fuel Cost = Cost of Fuel in \$/mmBTU
 - b. Average Heat Rate = The Average Heat Rate for the given Range
 - c. Heat Rate Deviation = $(Heat\ Rate\ Average - Heat\ Rate\ Expected) / Heat\ Rate\ Expected \times 100\%$
 - d. Production = The Sum of Production for the given Range
 - e. Costs of Heat Rate Deviations = $(Average\ Heat\ Rate - Expected\ Heat\ Rate) \times Production \times Cost\ of\ Fuel$
6. AGC Deviation-
 - a. MWH's = AGC Set Point Generation - LEC Actual Generation
 - b. Cost of Deviations = Fuel Cost x Heat Rate x Generation
7. Starting Reliability
 - a. Number of Starts = Start Count for Hot, Warm, and Cold
 - b. Start Time = Average Time from 0 Fuel Flow to Pmin
 - c. Start Fuel = Average Fuel Consumption to Pmin
 - d. Cost of Fuel Deviation = $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$

Lodi Energy Center Monthly Budget Analysis		Means Actual or Means Actual or Means Actual or Means Actual or Estimated values Means Forecast Means Forecast Means Forecast Means Forecasted values																	
	July	August	September	October	November	December	January	February	March	March (Estimate)	March (Diff)	March Estimate vs Actual (Diff %)	April	May	June	Year End Projection	FY2015 Budget	Percent Used	Comments
VOM	5,013,750	3,005,870	7,220,696	8,204,731	2,285,209	4,085,871	6,323,574	5,221,369	5,304,344	7,325,272	2,020,928	28%	3,972,984	1,867,255	2,452,144	55,574,794	51,681,547	107.5%	
Capacity Factor	57%	33%	89%	87%	26%	51%	94%	81%	89%	91%	2%	2%	57%	32%	41%	61%	52%		
Fuel Consumed (mmBTU, estimated)	841,281	498,061	1,261,077	1,261,077	377,086	765,116	1,375,224	1,078,629	1,300,099	1,296,280	-3,819	0%	792,312	444,466	579,741	10,574,170	9,123,040	115.9%	
Avg Fuel Cost (\$/mmBTU)	5.23	5.05	4.96	4.97	5.13	4.45	3.54	3.25	3.22	4.04	0.82	20%	4.09	3.39	3.44	4.23	4.51		
Power Produced (MWhr, estimated)	118,475	69,005	178,828	178,828	51,635	106,336	196,020	151,608	184,508	189238	4,730	2%	115666	63952	83416	1,498,277	1,274,807	117.5%	
Avg Power Price (\$/MWhr)	51.48	48.21	45.28	45.28	49.51	43.40	35.04	33.10	32.53	35.69	3.16	9%	38.25	32.00	33.00	40.59	43.88		
Operations / Variable / LTSA	33,177	143,351	75,472	1,053,321	85,959	130,448	426,789	906,682	162,018	1,099,251	937,233	85%	112,659	62,289	554,708	3,746,873	3,651,332	102.6%	
Fuel (estimated)	4,398,896	2,515,899	6,260,014	6,266,698	1,932,834	3,406,639	4,863,748	3,507,973	4,187,387	5,239,077	1,051,690	20%	3,241,241	1,506,741	1,994,310	44,082,380	41,167,130	107.1%	
AB32 GHG Offset (estimated)	532,550	314,769	809,067	809,067	244,760	504,456	950,428	740,441	875,466	946,190	70,724	7%	578,330	319,760	417,080	7,096,174	6,374,035	111.3%	
CA ISO Charges (estimated)	49,127	31,851	76,143	75,645	21,656	44,328	82,609	66,273	79,473	40,754	-38,719	-95%	40,754	40,754	40,754	649,368	489,050	132.8%	
Routine O&M (Fixed)	552,933	791,135	793,683	677,404	878,278	1,488,858	613,030	887,770	664,696	822,855	158,159	19%	764,908	764,908	762,908	8,608,690	8,935,879	96.3%	
Maintenance / Fixed	31,638	191,168	148,448	225,573	224,966	285,636	160,174	132,436	230,808	187,947	-42,861	-23%	130,000	130,000	128,000	2,018,847	1,765,358	114.4%	
Administration	106,163	96,717	188,734	18,250	7,496	188,236	20,584	272,197	53,222	104,068	50,846	49%	104,068	104,068	104,068	1,263,803	1,250,914	101.0%	
Mandatory Costs	27,186	10,162	7,623	1,763	13,784	2,227	3,548	7,138	8,430	26,209	17,779	68%	26,209	26,209	26,209	160,488	220,000	72.9%	
Inventory Stock	0	91,974	43,909	28,659	5,803	0	11,687	67,541	13,155	36,364	23,209	64%	36,364	36,364	36,364	371,820	400,000	93.0%	
Labor	286,415	284,596	288,276	304,166	522,865	121,672	313,673	314,790	263,939	364,797	100,858	28%	364,797	364,797	364,797	3,994,783	4,299,182	92.9%	
Insurance	0	0	13,885	0	0	792,094	0	0	-7,030	0	7,030	#DIV/0!	0	0	0	798,949	1,000,425	79.9%	
Power Management & Settlements	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	0	0%	98,993	98,993	98,993	1,187,916	1,187,916	100.0%	
Other Costs	2,538	17,525	3,815	0	4,371	0	4,371	-5,325	3,179	4,477	1,298	29%	4,477	4,477	4,477	43,905	51,781	84.8%	
Projects	150,000	155,088	150,000	150,000	152,168	159,770	150,000	171,011	155,344	241,559	86,215	36%	241,559	703,998	4,203,998	6,542,936	6,791,260	96.3%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	0	0%	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	0	0	0	0	8,512	0	0	1,176	53,998	52,822	98%	53,998	53,998	53,998	171,682	332,500	51.6%	
Capital Projects	0	5,088	0	0	2,168	1,258	0	21,011	4,168	37,561	33,393	1	37,561	500,000	4,000,000	4,571,254	4,658,760	98.1%	
A&G	104,462	121,410	131,651	132,694	127,777	113,545	260,575	154,636	144,670	187,422	42,752	23%	187,422	187,422	187,422	1,853,686	2,166,107	85.6%	
Administrative & General (Allocated)	86,419	101,714	108,222	111,235	108,310	93,570	228,298	130,807	123,499	149,294	25,795	17%	149,294	149,294	149,294	1,539,956	1,728,654	89.1%	
Generation Services Shared	18,043	19,696	23,429	21,459	19,467	19,975	32,277	23,829	21,171	38,128	16,957	44%	38,128	38,128	38,128	313,730	437,453	71.7%	
Total O&M Cost	5,821,145	4,073,503	8,296,030	9,164,829	3,443,432	5,848,044	7,347,179	6,434,786	6,269,054	8,577,108	2,308,054	27%	5,166,873	3,523,583	7,606,472	72,580,106	69,574,793	104.3%	
Debt Service	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	0	0%	2,203,158	2,203,158	2,203,157	24,234,737	26,437,890	91.7%	
Revenues	6,099,407	3,326,855	8,097,556	8,097,927	2,556,565	4,615,131	6,868,600	5,018,056	6,001,657	6,754,195	752,537	11%	4,423,977	2,046,464	2,752,728	59,904,922	55,938,024	107.1%	
ISO Energy Sales (estimated)	6,098,942	3,326,733	8,097,456	8,097,927	2,556,565	4,615,068	6,868,600	5,018,056	6,001,657	6,754,195	752,537	11%	4,423,977	2,046,464	2,752,728	59,904,172	55,938,024		
Other Income	465	122	100	0	0	63	0	0	0	0	0	0%	0	0	0	750	-		
Net	(\$1,924,896)	(\$2,949,806)	(\$2,401,632)	(\$3,270,060)	(\$3,090,025)	(\$3,436,071)	(\$2,681,737)	(\$3,619,888)	(\$2,470,555)	(\$4,026,071)	(\$1,555,516)	39%	(\$2,946,055)	(\$3,680,277)	(\$7,056,901)	(\$36,909,922)	(\$40,074,659)	Below budget by 7.90%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 6

Date: May 6, 2015
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended April 30, 2015

In compliance with NCPA policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash - At month end cash totaled \$0.

Investments - The carrying value of the LEC's investment portfolio totaled \$38,180,475 at month end. The current market value of the portfolio totaled \$39,110,922.

The overall portfolio had a combined weighted average interest rate of 0.397% with a bond equivalent yield (yield to maturity) of 0.412%. Investments with a maturity greater than one year totaled \$17,340,000. During the month \$2 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates - During the month, rates on 90 day T-Bills decreased 2 basis points (from 0.03% to 0.01%) and rates on one year T-Bills decreased 1 basis point (from 0.26% to 0.25%).

To the best of my knowledge and belief, all securities held by LEC as of April 30, 2015 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,

DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

APRIL 30, 2015

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
April 30, 2015

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	15,620,405	15,620,405	39.96%	15,620,567
Debt Service Reserve	-	11,802,122	11,802,122	30.19%	11,810,794
O & M Reserve	-	10,686,989	10,686,989	27.34%	10,697,386
	-	38,109,516	38,109,516	97.49%	38,128,747
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	70,959	70,959	0.18%	70,959
Transmission Upgrade Escrow	911,216		911,216	2.33%	911,216
Participant Deposit Account	-	1	1	0.00%	-
	\$ 911,216	\$ 38,180,475	\$ 39,091,692	100.00%	\$ 39,110,922

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
April 30, 2015

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 82	\$ -	\$ -	\$ (2,211,578)	\$ 2,211,496	\$ -
Debt Service Reserve	-	59	-	-	(59)	-	-
O & M Reserve	-	1,080	(1,080)	-	-	-	-
	-	1,221	(1,080)	-	(2,211,637)	2,211,496	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	46	(46)	-	-	-	-
Transmission Upgrade Escrow ¹	-	14	-	-	-	-	14
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 1,281	\$ (1,126)	\$ -	\$ (2,211,637)	\$ 2,211,496	\$ 14

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
April 30, 2015

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	2,211,578	-	544	-	-	2,212,122
Debt Service Reserve	59	-	(159)	-	-	(100)
O & M Reserve	-	1,080	221	-	-	1,301
	<u>2,211,637</u>	<u>1,080</u>	<u>606</u>	<u>-</u>	<u>-</u>	<u>2,213,323</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		46	-	-	-	46
Participant Deposit Acct.		-	-	-	-	-
TOTAL	<u>\$ 2,211,637</u>	<u>\$ 1,126</u>	<u>\$ 606</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,213,369</u>

Less Non- Cash Activity

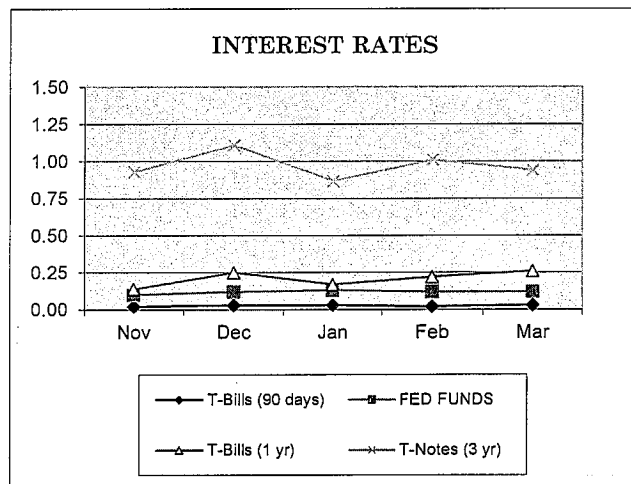
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(606)
Net Change in Investment --Before Non-Cash Activity	<u><u>\$ 2,212,763</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
April 30, 2015**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u><u>0.397%</u></u>	<u><u>0.412%</u></u>
Debt Service Account	0.047%	0.048%
Debt Service Reserve	0.544%	0.569%
O & M Reserve	0.747%	0.772%
GHG Cash Account	0.254%	0.254%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	0.13%	0.09%
T-Bills (90da.)	0.01%	0.03%
Agency Disc (90da.)	0.06%	0.03%
T-Bills (1yr.)	0.25%	0.11%
Agency Disc (1yr.)	0.27%	0.14%
T-Notes (3yr.)	0.91%	0.61%



Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
April 30, 2015

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies	\$0	\$15,617	\$0	\$0	\$0	\$17,340	\$0	\$32,957	86.32%
US Bank Trust Money Market	3,452							3,452	9.04%
Commercial Paper								0	0.00%
Investment Trusts (LAIF)	1,771							1,771	4.64%
U.S.Treasury Market Acct. *								0	0.00%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$5,223	\$15,617	\$0	\$0	\$0	\$17,340	\$0	\$38,180	100.00%
Total Percents	13.68%	40.90%	0.00%	0.00%	0.00%	45.42%	0.00%	100.00%	

Investment are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

** Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

Note: This appendix has been prepared to comply with
Government Code section 53646.



Northern California Power Agency

Treasurer's Report

04/30/2015

LEC Construction Revolving

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1	0.254	07/01/2013	1		1	0.254	1	SYS70040	70040	1
Fund Total and Average		\$ 1	0.254		\$ 1		1	0.254	\$ 1			\$ 1
GRAND TOTALS:		\$ 1	0.254		\$ 1		1	0.254	\$ 1.			\$ 1

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2015



Northern California Power Agency
Treasurer's Report
04/30/2015

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,158	0.100	07/01/2013	1,158		1	0.100	1,158	SYS79003	79003	1,158
Federal Home Loan Ba	USBT	693,000	0.050	02/27/2015	692,915	05/26/2015	25	0.050	692,986	313384GB9	26201	692,976
Federal Home Loan Ba	USBT	694,000	0.090	11/26/2014	693,684	05/27/2015	26	0.091	693,986	313384GC7	26181	693,955
Federal Home Loan Ba	USBT	2,433,000	0.035	03/27/2015	2,432,851	05/29/2015	28	0.035	2,432,951	313384GE3	26209	2,432,934
Federal Home Loan Ba	USBT	693,000	0.040	04/24/2015	692,971	06/01/2015	31	0.040	692,972	313384GH6	26217	692,976
Federal National Mtg	USBT	1,387,000	0.065	10/28/2014	1,386,459	06/01/2015	31	0.065	1,386,945	313588GH2	26175	1,386,922
Fund Total and Average		\$ 5,901,158	0.051		\$ 5,900,038		28	0.052	\$ 5,900,998			\$ 5,900,921

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	671	0.100	07/01/2013	671		1	0.100	671	SYS79004	79004	671
Federal Home Loan Ba	USBT	732,000	0.050	02/27/2015	731,911	05/26/2015	25	0.050	731,985	313384GB9	26202	731,975
Federal Home Loan Ba	USBT	2,229,000	0.035	03/27/2015	2,228,863	05/29/2015	28	0.035	2,228,955	313384GE3	26210	2,228,939
Federal Home Loan Ba	USBT	732,000	0.039	04/24/2015	731,969	06/01/2015	31	0.040	731,971	313384GH6	26218	731,975
Fund Total and Average		\$ 3,693,671	0.039		\$ 3,693,414		28	0.040	\$ 3,693,582			\$ 3,693,560

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	244	0.100	07/01/2013	244		1	0.100	244	SYS79011	79011	244
Federal Home Loan Ba	USBT	434,000	0.049	02/27/2015	433,947	05/26/2015	25	0.050	433,991	313384GB9	26203	433,985
Federal Home Loan Ba	USBT	434,000	0.090	11/26/2014	433,803	05/27/2015	26	0.091	433,991	313384GC7	26182	433,972
Federal Home Loan Ba	USBT	2,081,000	0.035	03/27/2015	2,080,873	05/29/2015	28	0.035	2,080,958	313384GE3	26211	2,080,943
Federal Home Loan Ba	USBT	434,000	0.039	04/24/2015	433,982	06/01/2015	31	0.040	433,983	313384GH6	26219	433,985
Federal National Mtg	USBT	868,000	0.065	10/28/2014	867,661	06/01/2015	31	0.065	867,965	313588GH2	26176	867,951
Fund Total and Average		\$ 4,251,244	0.049		\$ 4,250,510		28	0.049	\$ 4,251,132			\$ 4,251,080

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,897	0.100	07/01/2013	1,897		1	0.100	1,897	SYS79012	79012	1,897
Federal Home Loan Ba	USBT	351,000	0.050	02/27/2015	350,957	05/26/2015	25	0.050	350,993	313384GB9	26204	350,988
Federal Home Loan Ba	USBT	1,071,000	0.035	03/27/2015	1,070,934	05/29/2015	28	0.035	1,070,979	313384GE3	26212	1,070,971
Federal Home Loan Ba	USBT	351,000	0.040	04/24/2015	350,985	06/01/2015	31	0.040	350,986	313384GH6	26220	350,988
Fund Total and Average		\$ 1,774,897	0.039		\$ 1,774,773		28	0.040	\$ 1,774,855			\$ 1,774,844
GRAND TOTALS:		\$ 15,620,970	0.046		\$ 15,618,735		28	0.047	\$ 15,620,567			\$ 15,620,405

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2015



Northern California Power Agency
Treasurer's Report
04/30/2015

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	100,512	0.100	07/01/2013	100,512		1	0.100	100,512	SYS79005	79005	100,512
Federal Home Loan Mt	USB	4,181,000	0.580	05/30/2014	4,183,927	08/26/2016	483	0.548	4,181,293	3134G56B6	26135	4,182,725
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	850	0.977	4,181,509	3135GOMZ3	26136	4,171,404
Fund Total and Average		\$ 8,451,512	0.720		\$ 8,456,399		658	0.755	\$ 8,463,314			\$ 8,454,641

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,011	0.100	07/01/2013	2,261,011		1	0.100	2,261,011	SYS79006	79006	2,261,011
Fund Total and Average		\$ 2,261,011	0.100		\$ 2,261,011		1	0.100	\$ 2,261,011			\$ 2,261,011

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,469	0.100	07/01/2013	1,086,469		1	0.100	1,086,469	SYS79013	79013	1,086,469
Fund Total and Average		\$ 1,086,469	0.100		\$ 1,086,469		1	0.100	\$ 1,086,469			\$ 1,086,469
GRAND TOTALS:		\$ 11,798,992	0.544		\$ 11,803,879		472	0.569	\$ 11,810,794			\$ 11,802,121

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2015

Investment # 26135 - FHLMC - Callable semi-annually.



Northern California Power Agency

Treasurer's Report

04/30/2015

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,700,473	0.260	07/01/2013	1,700,473		1	0.260	1,700,473	SYS70047	70047	1,700,473
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Home Loan Mt	UBOC	3,000,000	0.500	10/25/2013	2,992,800	06/06/2016	402	0.592	3,000,900	3134G46A1	26052	2,996,978
Federal Home Loan Mt	UBOC	2,992,000	0.800	09/23/2014	2,991,102	12/23/2016	602	0.813	2,991,491	3134G5HP3	26162	2,991,344
Federal Farm Credit	UBOC	2,997,000	1.220	09/23/2014	2,998,499	09/18/2017	871	1.202	3,004,522	3133EDV74	26161	2,998,195
Fund Total and Average		\$ 10,689,473	0.748		\$ 10,682,874		526	0.773	\$ 10,697,386			\$ 10,686,990
GRAND TOTALS:		\$ 10,689,473	0.748		\$ 10,682,874		526	0.773	\$ 10,697,386			\$ 10,686,990

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2015

Investment # 26052 – FHLMC - Callable Quarterly.
Investment # 26161 – FFCB - Callable 9/18/2015, then anytime.
Investment # 26162 – FHLMC –Callable Quarterly.



Northern California Power Agency
Treasurer's Report
04/30/2015

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		70,959	0.260	07/01/2013	70,959		1	0.260	70,959	SYS70046	70046	70,959
Fund Total and Average		\$ 70,959	0.260		\$ 70,959		1	0.260	\$ 70,959			\$ 70,959
GRAND TOTALS:		\$ 70,959	0.260		\$ 70,959		1	0.260	\$ 70,959			\$ 70,959

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2015



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LEC Financial Reports

AGENDA ITEM NO.: 7

Date: May 6, 2015

Subject: April 30, 2015 Financial Reports (Unaudited)

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENT OF NET POSITION
UNAUDITED**

ASSETS	April 30	
	2015	2014
CURRENT ASSETS		
Cash and cash equivalents	\$ 70,959	\$ 70,788
Accounts receivable		
Others	270	-
Interest receivable	19,036	8,616
Inventory and supplies - at average cost	1,438,468	1,094,468
Prepaid insurance	-	777,268
Due from (to) Agency, net	20,629,753	12,173,662
TOTAL CURRENT ASSETS	22,158,486	14,124,802
RESTRICTED ASSETS		
Cash and cash equivalents	13,874,216	12,179,670
Investments	25,146,615	26,761,094
Interest receivable	9,353	21,136
TOTAL RESTRICTED ASSETS	39,030,184	38,961,900
ELECTRIC PLANT		
Electric plant in service	423,382,147	423,354,890
Less: accumulated depreciation	(35,300,293)	(20,701,244)
	388,081,854	402,653,646
Construction work-in-progress	34,052	-
TOTAL ELECTRIC PLANT	388,115,906	402,653,646
OTHER ASSETS		
Regulatory assets	15,638,513	14,377,853
TOTAL OTHER ASSETS	15,638,513	14,377,853
TOTAL ASSETS	\$ 464,943,089	\$ 470,118,201

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENT OF NET POSITION
UNAUDITED**

	April 30	
	2015	2014
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 4,065,830	\$ 2,459,414
Operating reserves	12,924,923	11,329,375
Current portion of long-term debt	9,025,000	8,640,000
Accrued interest payable	7,220,566	7,430,827
TOTAL CURRENT LIABILITIES	33,236,319	29,859,616
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	982,041	70,654
Regulatory liability	45,606,894	45,490,903
Long-term debt, net	372,062,901	382,025,126
TOTAL NON-CURRENT LIABILITIES	418,651,836	427,586,683
TOTAL LIABILITIES	451,888,155	457,446,299
NET POSITION		
Invested in capital assets, net of related debt	(11,138,254)	(6,811,056)
Restricted	8,338,467	6,641,693
Unrestricted	15,854,721	12,841,265
TOTAL NET POSITION	13,054,934	12,671,902
TOTAL LIABILITIES AND NET POSITION	\$ 464,943,089	\$ 470,118,201

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENT OF REVENUES, EXPENSES
& CHANGES IN NET POSITION
UNAUDITED**

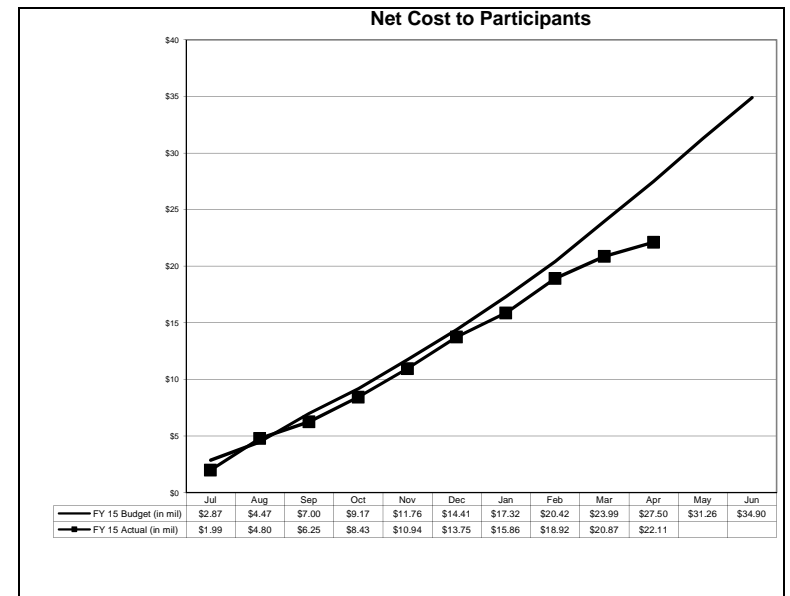
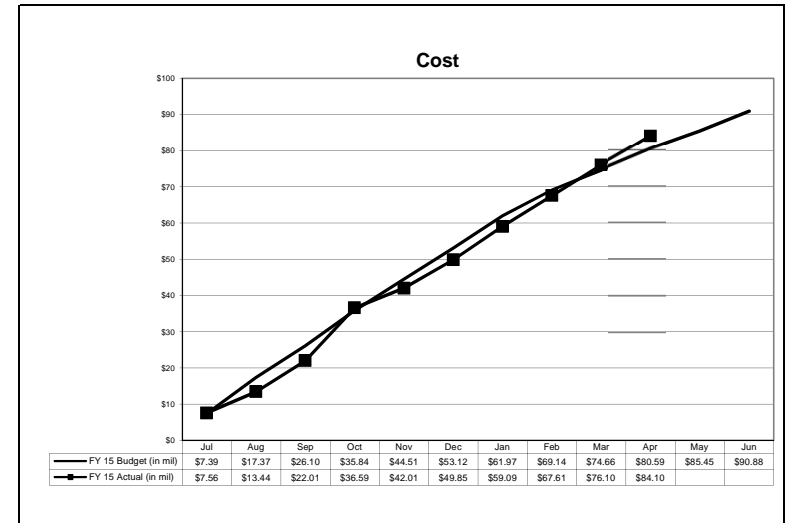
	Ten Months Ended April 30	
	2015	2014
SALES FOR RESALE		
Participants	\$ 22,434,355	\$ 28,228,046
Other	61,918,394	55,882,457
TOTAL SALES FOR RESALE	84,352,749	84,110,503
OPERATING EXPENSES		
Operations	46,594,067	42,296,474
Depreciation	12,165,938	12,165,370
Maintenance expenses	5,485,609	7,684,910
Administrative and general	3,775,286	4,352,710
Transmission	6,132,077	1,058,412
Intercompany (sales) purchases	383,927	353,224
TOTAL OPERATING EXPENSES	74,536,904	67,911,100
NET OPERATING REVENUES	9,815,845	16,199,403
OTHER REVENUES (EXPENSES)		
Interest expense	(13,724,041)	(13,418,548)
Interest income	157,151	81,712
Other	3,646,985	1,490,193
TOTAL OTHER REVENUES (EXPENSES)	(9,919,905)	(11,846,643)
FUTURE RECOVERABLE AMOUNTS	3,020,365	4,025,742
REFUNDS TO PARTICIPANTS	530,841	(1,185,594)
INCREASE IN NET POSITION	3,447,146	7,192,908
NET POSITION		
Beginning of year	9,607,788	5,478,994
End of period	\$ 13,054,934	\$ 12,671,902

**Lodi Energy Center
FY 2015 Operating Costs
As of April 30, 2015**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 3,651,332	\$ 3,197,260	\$ 454,072	12%	A B
Fixed	1,765,358	1,732,475	32,883	2%	
Administration	1,250,914	962,239	288,675	23%	
Mandatory Costs	220,000	116,477	103,523	47%	
Inventory Stock	400,000	267,111	132,889	33%	
Routine O&M Costs without Labor	7,287,604	6,275,562	1,012,042	14%	
Labor	4,299,182	3,246,449	1,052,733	24%	
Total Routine O&M Cost	11,586,786	9,522,011	2,064,775	18%	
Other Costs					C D
Fuel	41,167,130	41,585,782	(418,652)	-1%	
CA ISO Charges	489,050	6,132,077	(5,643,027)	-1154%	
Debt Service	26,437,890	22,031,582	4,406,308	17%	
Insurance	1,000,425	801,350	199,075	20%	
Other Costs	51,781	35,996	15,785	30%	
Generation Services Shared	437,453	224,457	212,996	49%	
Administrative & General (Allocated)	1,728,654	1,217,197	511,457	30%	
Power Management Allocated Costs	1,187,916	989,930	197,986	17%	
Total O&M Cost	84,087,085	82,540,382	1,546,703	2%	
Projects					
Operations & Maintenance	332,500	13,813	318,687	96%	
Capital	4,658,760	48,420	4,610,340	99%	
Maintenance Reserve	1,800,000	1,500,000	300,000	17%	
Total Projects	6,791,260	1,562,233	5,229,027	77%	
Annual Cost	90,878,345	84,102,615	6,775,730	7%	
Less: Third Party Revenue					
Interest Income	44,489	72,009	(27,520)	-62%	
ISO Energy Sales	54,517,593	60,024,623	(5,507,030)	-10%	
Ancillary Services Sales	1,420,431	1,893,771	(473,340)	-33%	
Other Income	-	750	(750)	N/A	
	55,982,513	61,991,153	(6,008,640)	-11%	
Net Annual Cost to Participants	\$ 34,895,832	\$ 22,111,462	\$ 12,784,370	37%	
Total Variable Costs	45,307,512	36,108,222	9,199,290		
Total Fixed Costs	45,570,833	47,994,393	(2,423,560)		
	<u>\$ 90,878,345</u>	<u>\$ 84,102,615</u>	<u>\$ 6,775,730</u>		
Net Cumulative Generation (MWh)	1,207,542	1,435,375			
Total O&M Cost Per MWh	\$ 69.63	\$ 57.50			
Net Annual Cost Per MWh	\$ 28.90	\$ 15.40			

Footnotes:

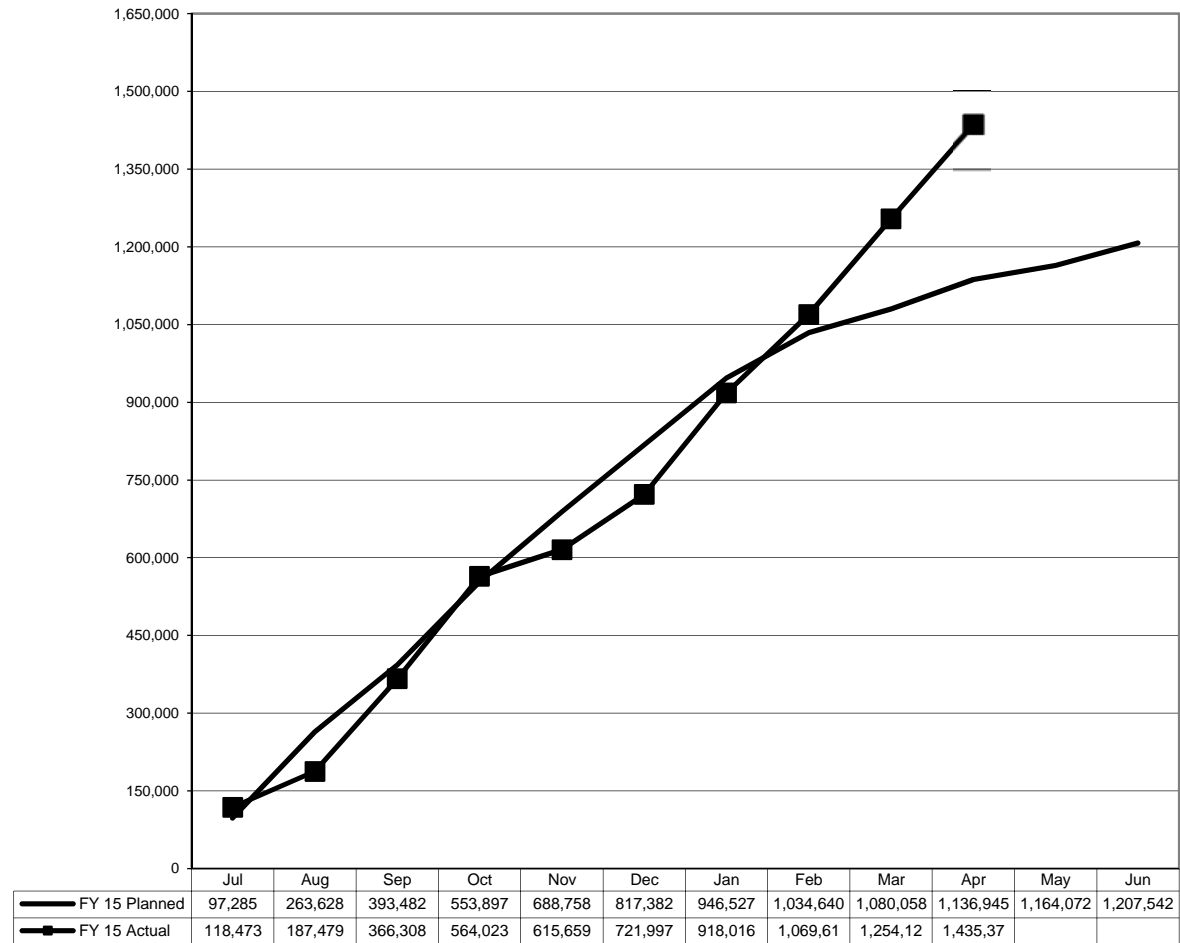
- A** - Higher variable maintenance and chemical costs due to higher year to date generation.
B - Higher costs due to repairs to boilers, turbines and higher water treatment costs.
C - Higher than budgeted fuel costs due to higher year to date generation offset by lower costs per mmBtu.
D - Costs are higher than expected due to load balancing requirements at CA ISO.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2015

In MWh

Lodi Energy Center



2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report
for the Lodi Energy Center

IDENTIFIER	Actual													Compliance Year 2013
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,092	462,120
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,120	462,120
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,513)	(45,513)

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2014
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	40,997	500,092
Cumulative MT Obligation (MT)	513,478	572,447	618,793	639,908	667,542	687,600	732,756	759,540	827,080	901,095	782,299	823,296	823,296
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0		13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,502)	(87,533)	(89,253)	(93,138)	(66,794)	(185,184)	(140,028)	(113,244)	(59,290)	(35,795)	(116,025)	(75,378)	(75,378)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center									
	Actual			Estimated			Compliance Year 2015	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total	Charge Code	Source
Energy (MWh)	196,019	151,600	184,507	103,992	63,952	83,416	783,487	3,307,237		Forecast/Meter
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	727,946	447,667	583,914	5,500,625	23,330,918		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054				MARS
Monthly MT Emissions (MT)	73,850	57,922	70,116	39,284	24,158	31,511	296,841	1,259,053		derived
Cumulative MT Obligation (MT)	897,145	955,068	1,025,184	1,064,468	1,088,626	1,120,137	1,120,137	2,405,553		derived
Compliance Instrument Participant Transfers (to LEC)										
Auction Allowances	41,342	250	250,100	18,598	0	0	310,290	1,300,880		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	41,342	250	250,100	18,598	0	0	310,290	1,300,880		
NCPA Compliance Instrument Purchases (for LEC)										
Auction Purchases	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	138,916		CITSS
Total Monthly Activity (MT)	41,342	250	250,100	18,598	0	0	310,290	1,347,880		derived
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,208,964	1,208,964	1,208,964	1,208,964	1,208,964		derived
MTA Shortfall (MT)	(42,871)	14,802	(165,182)	(144,496)	(120,338)	(88,827)	(88,827)	1,196,589	MTA SHORTFALL	derived

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) May 2015															
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code
Allocation Percentages															
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%	
Obligation Accounts															
Current MT Compliance Obligation (MTO) Balance (MT)	30,326	71,849	2,916	364,690	21,384	17,884	103,419	22,161	116,639	8,553	29,043	280,321	19,440	1,088,626	
Current MT Compliance Instrument Account (MTA) Balance (MT)	39,130	73,032	3,609	456,463	26,050	21,352	105,399	29,372	116,639	8,554	29,081	284,229	20,355	1,213,265	
MTA Shortfall (MT)	(8,804)	(1,182)	(692)	(91,773)	(4,666)	(3,468)	(1,980)	(7,211)	(0)	(0)	(37)	(3,908)	(916)	(124,639)	MTA SHORTFALL
Monthly GHG Price \$/MT	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	12.54	MTA SHORTFALL
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG

* The Current Month CCA Balance (\$) consists of the current cash balance plus any outstanding balance of Net GHG Obligation (\$) billed but not yet received.

Source
MARS
derived
derived
Derived
ICE Index
Derived
Accounting
Derived



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 9

Date: May 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Ernie & Sons Scaffolding dba Unique Scaffold Agreement for Scaffolding Services – All NCPA Facilities

Proposal

Approve a Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold for an amount not to exceed \$1,000,000 over five years, for scaffolding services as needed at all NCPA locations.

Background

Various scaffolding services are required at the NCPA locations from time to time. Ernie & Sons Scaffolding dba Unique Scaffold is a provider of these services. This enabling agreement will allow staff to utilize its services on an as-needed basis. NCPA currently has in place with Unique Scaffold a three year enabling agreement which will expire on July 20, 2015.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When work is required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. In addition to Unique Scaffold, NCPA currently has entered into enabling agreements with Brand Energy and Performance Contracting for similar services. In addition, it seeks bids from as many qualified contractors as possible. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time work is required.

Fiscal Impact

The total cost of the agreement will not exceed \$1,000,000 over the five year term to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold, with any non-

substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years.

Prepared by:

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ERNIE & SONS SCAFFOLDING DBA UNIQUE SCAFFOLD**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Ernie & Sons Scaffolding, dba Unique Scaffold, with its office located at 1830 Loveridge Road, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2015 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a week during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

2.2 **Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. Intentionally left blank.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the

Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 **Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.

Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The

subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

- 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 **Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:
- 9.4.3.1 Disclosure to employees, agents, Contractors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
- 9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
- 9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 **Handling of Confidential Information.** Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain

copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

- 10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 **Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 **Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and

other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 **Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 **Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 **Notices.** Any written notice to Contractor shall be sent to:

Ernie & Sons Scaffolding, dba Unique Scaffold
Attention: John Soto
1830 Loveridge Road
Pittsburg, CA 94565

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.

13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

ERNIE & SONS SCAFFOLDING DBA UNIQUE
SCAFFOLD

Date_____

Date_____

RANDY S. HOWARD, General Manager

JOHN SOTO,
Vice President/ Co-Owner

Attest:

Assistant Secretary of the Commission
Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Ernie & Sons Scaffolding dba Unique Scaffold ("Contractor") shall provide scaffolding services as requested by the Northern California Power Agency ("Agency") at any of its facilities.

Services to include, but not be limited to the following:

- Assemble, safety tag scaffold, inspect scaffold, modify scaffold structures, disassemble scaffold
- Contractor responsible for inspecting and tracking scaffold materials being stored and erected to ensure scaffold quality is within the Cal-OSHA requirements and Industry Standard Guidelines.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed amount as set forth in Section 2 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

LABOR:

Through 6/30/15:

Personnel	Straight Time	Overtime	Double Time	Drive Time
Per Man Hour	\$83.17	\$106.53	\$130.04	\$83.17

7/1/15 through 6/30/16:

Personnel	Straight Time	Overtime	Double Time	Drive Time
Per Man Hour	\$84.33	\$108.27	\$132.36	\$84.33

This hourly rate will be charged per man-hour regardless of craft classification. The Carpenters Union grants a merit increase annually on July 1st and at that time (30 days prior) Contract will request, in writing, to pass through the associated mark-up to Agency.

Any un-scheduled work/call outs will be a minimum of 4 hours and a 2 hour minimum per man (with travel time (if applicable)) in the event a job gets cancelled due to Agency schedule change and/or weather.

SCAFFOLD RENTAL CHARGES

All scaffold materials are included for 28 days. Rental charges for scaffolding will start 28 days after final erection of scaffolding at \$0.07 per piece, per day plus tax.

Rental charges will stop once Agency notifies Contractor that scaffold structure is no longer needed or at the time the scaffolding is dismantled, whichever is sooner.

OTHER MATERIALS & EQUIPMENT CHARGES

Shrink wrap material / accessories are included, per Sq. ft. used or per (1/2 roll and/or full roll) price. Full roll price is \$495.00 and price per 1/2 roll is \$260.00, if shrink wrap is requested.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,
JOHN SOTO, Vice President / Co-Owner

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity
and employment history of all employees of

ERNIE & SONS SCAFFOLDING dba UNIQUE SCAFFOLD

(Company name)

for contract work at

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the
above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT
SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE
FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE
PROJECT MANAGER.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 10

Date: May 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: First Global Gear Services, LLC dba FGGS, LLC Agreement for Turbo Machinery Support Services – All NCPA Facilities

Proposal

Approve a five (5) year Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC for an amount not to exceed Five Hundred Thousand Dollars (\$500,000), to be used on an as-needed basis for turbo machinery support services.

Background

Various turbo machinery support services are required at the NCPA locations from time to time. First Global Gear Services, LLC dba FGGS, LLC is a provider of these services. This enabling agreement will allow staff to utilize its services on an as-needed basis.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When work is required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. In addition to FGGS, LLC, NCPA currently has entered into an enabling agreement with Voith Turbo, Inc. for similar services. In addition, it seeks bids from as many qualified contractors as possible. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time work is required.

Fiscal Impact

The total cost of the agreement will be not-to-exceed \$500,000 over the five year term. Allocation of funds will be based on the Commission approved annual budgets. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

Staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years.

Prepared by:

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments (1)

- Multi-Task General Services Agreement with First Global Gear Services, LLC dba FGGS, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FIRST GLOBAL GEAR SERVICES, LLC DBA FGGS, LLC**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and First Global Gear Services, LLC dba FGGS, LLC, a limited liability company, with its office located at 115 Technology Drive A-201, Trumbull, CT 06611 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2015 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

2.2 **Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

In lieu of the automobile liability insurance required pursuant to the preceding paragraph, Contractor agrees to maintain automobile liability insurance covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of a rented vehicle, on or off Agency premises, which may arise during the use of a rented vehicle to perform the Work. The policy shall provide a minimum limit of \$1,000,000 per each accident. Contractor's failure to comply with this Section 4.2.2 shall constitute breach of this Agreement.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 **Professional Liability Insurance.** Intentionally left blank.

4.4 **All Policies Requirements.**

4.4.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 **Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

- 6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial

inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may

condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 **Confidential Information and Disclosure.**

9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 **Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, Contractors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 **Handling of Confidential Information.** Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 **Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 **Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 **Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

- 12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the

state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 13.7 **Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 **Notices.** Any written notice to Contractor shall be sent to:

First Global Gear Services, LLC dba FGGS, LLC
Attention: Marco Amaral
115 Technology Drive A-201
Trumbull, CT 06611

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.

13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

FIRST GLOBAL GEAR SERVICES, LLC dba
FGGS, LLC

Date_____

Date_____

RANDY S. HOWARD, General Manager

MARCO AMARAL, Field Service Manager

Attest:

Assistant Secretary of the Commission
Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

First Global Gear Services, LLC dba FGGS, LLC ("Contractor") shall provide turbo machinery support services as requested by the Northern California Power Agency ("Agency"). Services to include, but not be limited to the following:

- Maintenance on pumps, motors, gearbox, fluid couplings, turbo gear units, variable speed drives on various hydro, geothermal and turbine equipment.
- Drive train alignment check and correction, as required.
- Walk down of drive train inspecting for oil leaks, broken or missing parts.
- Review of operation history and alarm / trip history.
- Interview operators to collect information on any operational issues
- Perform customer spare parts evaluation
- Operate drive train at several speeds and perform full spectrum analysis
- Compile OAT recordings of transitional operation to analyze machine control and identify any possible resonances occurring during operation.
- Perform modal analysis of complete drive train (Currently in development)
- Reports:
 - Alignment certification
 - Recommended repairs / parts replacements
 - Vibration analysis, including both relative and seismic analysis
 - Recommended stocking level for customer owned spare parts
 - Modal analysis of complete drive train (Currently in development)
 - Recommendation for future service requirements.
- Vorecon Only:
 - Horsepower estimate. (Speed, torque and guide vane percentage from Voith operating map utilized to estimate actual power applied to the machine.) Graph maintained for future trending.
 - Report on internal labyrinth condition based on torque converter operation.
 - Graph showing system operating/lubricating oil pressures. Graph maintained for future trending.
- On-Site Diagnostics & Overhauls:
 - Factory trained and authorized technicians
 - Tooling delivered to site
 - Voith Spare Parts

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed amount as set forth in Section 2 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

FGGS Engineering Representative	Continental United States	International, Alaska and Hawaii	Offshore & Hazardous Installations*
Labor Rates: (8 -Hour Day) in USD	\$1520/day	\$1600/day	\$1800/Day
Weekday (Mon-Fri)	\$190.00/hour	\$200.00/hour	\$225.00/hour
Weekday Hours Over 8	\$315.00/hour	\$332.00/hour	\$375.00/hour
Saturday, Sunday, and Holidays	\$285.00/hour	\$300.00/hour	\$340.00/hour
Saturday, Sunday, and Holidays Hours Over 8	\$342.00/hour	\$360.00/hour	\$410.00/hour

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,
MARCO AMARAL, Field Service Manager

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity
and employment history of all employees of FIRST GLOBAL GEAR SERVICES, LLC dba FGGS, LLC

(Company name)

for contract work at LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the
above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT
SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE
FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE
PROJECT MANAGER.

2413380.2



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Date: May 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Performance Mechanical, Inc. – First Amendment to Five Year Multi-Task General Services Agreement

Proposal

Approve a First Amendment to the existing five year Multi-Task General Services Agreement with Performance Mechanical, Inc. for an amount not to exceed One Million Dollars (\$1,000,000) for maintenance and inspection services as needed at all NCPA locations.

Background

On December 6, 2013 NCPA entered into a five year Multi-Task General Services Agreement with Performance Mechanical, Inc. for not-to-exceed \$260,000 for various maintenance and inspection services required for plant operations.

The contract funds authorized by the Agreement are nearly depleted. This is attributable to the fact that this vendor has been utilized often because they have been the low bidder on various projects and when the original contract estimate was determined there was no history upon which to base the value of the contract with this vendor. Increasing the compensation authorized by this Agreement will enable Staff to continue to utilize this vendor when they are the low bidder for services during the remaining contract term.

Selection Process

This five year enabling agreement does not commit NCPA to any expenditure of funds. When work is required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. In addition to Performance Mechanical, Inc., NCPA currently has entered into enabling agreements with Danick Mechanical and Bay City Boiler for similar services. In addition, it seeks bids from as many qualified contractors as possible. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time work is required.

Fiscal Impact

The total cost of the agreement will be not-to-exceed \$1,000,000 over the five year term. Allocation of funds will be based on the Commission approved annual budgets. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

Staff recommends that the PPC pass a motion approving a First Amendment to the Multi-Task General Services Agreement with Performance Mechanical, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years.

Prepared by:

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments (2)

- First Amendment to Multi-Task General Services Agreement with Performance Mechanical, Inc.
- Multi-Task General Services Agreement with Performance Mechanical, Inc.



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND PERFORMANCE MECHANICAL, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Performance Mechanical, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 6, 2013, (the "Agreement") for Contractor to provide T&M Maintenance services at all NCPA facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$260,000.00 to a NOT TO EXCEED amount of \$1,000,000.00; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows:

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

PERFORMANCE MECHANICAL, INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

DIMITRI HROAVAT, Vice President/CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PERFORMANCE MECHANICAL, INC.**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Performance Mechanical, Inc., a corporation with its office located at 701 Willow Pass Road, Suite 2, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of 12/6, 2013 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** two hundred sixty thousand dollars (\$260,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 [Intentionally left blank.]

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the

Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensues they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.

Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The

subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, Contractors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain

copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, contractors and subcontractors who have a need-to know in connection with this Agreement.

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and

standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 **MISCELLANEOUS PROVISIONS.**

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Performance Mechanical, Inc.
Attn:Dimitri Hrovat
701 Willow Pass Road, Suite 2
Pittsburg, CA 94565

Any written notice to Agency shall be sent to:

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

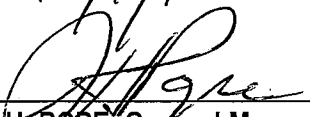
13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

13.16 Limitation of Liability. Notwithstanding anything to the contrary in this contract, under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

Date 12/6/13

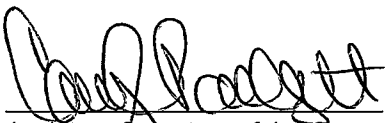

JAMES H. POPE, General Manager

PERFORMANCE MECHANICAL, INC.

Date 11/25/13


DIMITRI HROVAT, Vice President - CFO

Attest:


Assistant Secretary of the Commission
Approved as to Form:

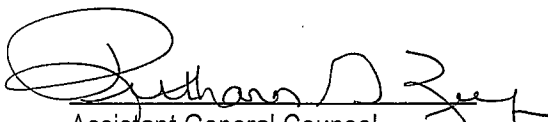

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Performance Mechanical, Inc. ("Contractor") shall provide T&M maintenance services as requested by the Northern California Power Agency ("Agency").

Services to include, but not be limited to the following:

- Piping fabrication and installation
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Troubleshooting
- Underground piping maintenance
- Outage support
- Rotating Equipment Alignment
- Such structural steel work as necessary to provide access for necessary facility maintenance

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount as set forth in Section 2 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Labor rates are found in the following pages. The labor rates include small tools up to \$500 in value, standard safety equipment and PPE, and consumables.

Markups for materials, third party rentals and subcontractors are as follows:

Material – 10%

Third Party Rentals – 10%

Subcontractors and Outside Services – 15%

Depending on the nature and duration of the requested on-call services, travel time and subsistence costs may apply for supervision and key personnel. These costs will be discussed and agreed upon in writing, prior to the services being rendered, on a case by case basis. Typically these costs should not exceed the standard government rates and terms for travel time and per diem. For all other craft classifications, travel and subsistence, if required, will be per the applicable union labor agreement.

ASME Code work:

For code-related work s, alterations and re-rates the following ASME Certification charges shall apply.

These charges are per occurrence:

Initial project- \$500

Re-rates and Alterations - \$1,000

State of California, DOSH Authorized Inspector – Actual hours at current rate of \$110 per hour, plus expenses

NOTE: These rates for Millwrights and Laborers are in effect until 6/30/14. The Millwright's and Laborer's Unions grant a merit increase annually on July 1st. Boilermakers rates typically change annually on October 1st. Contractor will request, in writing, to pass through the associated mark-up to Agency 30 days prior to increase.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



Performance Mechanical, Inc.
General Engineering Contractor
California License No. 475516



An EMCOR Company

Northern California Power Agency
San Joaquin County

Labor Rates Effective:	1-Jul-13	To	30-Jun-14			
	ST	TH	DT	ST	TH	DT
BOILERMAKERS						
JOURNEYMAN	100.62	134.90	169.17			
ASST FOREMAN	102.40	137.40	176.42			
FOREMAN	104.19	139.90	179.64			
GENERAL FOREMAN	112.15	151.08	194.03			
SUPERINTENDENT	117.91	159.17	204.45			
APPR 1	83.33	110.63	141.95			
APPR 2	86.21	114.67	147.16			
APPR 3	89.09	118.72	152.37			
APPR 4	91.97	122.76	157.58			
APPR 5	94.86	126.81	162.78			
APPR 6	97.74	130.85	167.99			
CARPENTERS						
JOURNEYMAN	84.94	104.20	123.46			
FOREMAN	98.94	123.85	148.77			
GENERAL FOREMAN	111.28	141.17	171.06			
LABORERS						
JOURNEYMAN	66.25	81.72	97.20			
FOREMAN	68.39	84.72	101.06			
IRONWORKERS						
JOURNEYMAN	86.53	105.53	124.52			
FOREMAN	91.44	112.33	133.22			
GENERAL FOREMAN	96.83	119.81	142.79			
APPR 1	42.50	52.00	61.49			
APPR 2	48.84	59.29	69.73			
APPR 3	53.76	65.15	76.55			
APPR 4	58.48	70.82	83.17			
APPR 5	63.39	77.63	91.87			
APPR 6	71.21	87.36	103.50			
APPR7	79.84	96.93	114.02			
APPR8	82.29	100.33	118.37			
MILLWRIGHTS						
JOURNEYMAN	90.45	111.15	131.85			
FOREMAN	98.98	123.12	147.26			
GENERAL FOREMAN	101.12	126.12	151.13			
APPR 1	51.45	63.87	76.29			
APPR 2	57.37	70.82	84.28			
APPR 3	64.46	78.95	93.44			
APPR 4	67.03	82.55	98.08			
APPR 5	80.19	96.75	113.31			
APPR 6	82.76	100.35	117.95			
APPR7	85.32	103.95	122.58			

Sacramento Office
6001 Midway Street, Sacramento, CA 95828
(916) 421-4087 – Fax (888) 841-6156

Corporate Office-Pittsburg
P.O. Box 1516 – 701 Willow Pass Road Suite #2 Pittsburg, CA
(925) 432-4080 – Fax (925) 432-4141

Los Angeles Office
17925 S. Broadway, Gardena, CA 90248
(310) 327-3205 – Fax (310) 516-0218



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

APPR8	87.89	107.55	127.22			
				PIPEFITTERS - Sacramento Shop		
PIPEFITTERS - FIELD				93.92	117.96	142.00
JOURNEYMAN	88.96	110.63	132.30	103.46	131.36	159.25
WELDER - GALV	100.20	128.09	155.98	103.46	131.36	159.25
FOREMAN	100.20	128.09	155.98	107.04	136.37	165.70
GENERAL FOREMAN	103.78	133.11	162.45	112.98	144.71	176.44
SUPERINTENDENT	109.73	141.46	173.19	55.72	68.46	81.20
APPR 1	44.91	54.34	63.77	58.70	72.64	86.58
APPR 2	49.90	60.37	70.85	61.68	76.82	91.97
APPR 3	53.68	65.20	76.72	64.66	81.00	97.35
APPR 4	57.46	70.03	82.59	75.93	92.76	109.58
APPR 5	61.24	74.85	88.47	78.91	96.94	114.97
APPR 6	65.03	79.69	94.35	81.89	101.12	120.35
APPR 7	68.80	84.52	100.23	84.86	105.30	125.73
APPR 8	72.58	89.34	106.10	87.96	109.60	131.23
APPR 9	76.36	94.17	111.97	90.94	113.78	136.61
APPR 10	80.14	98.99	117.85			
FIELD STAFF						
EST/PROJECT MGR	125.00	174.00	224.00			
PROJECT ENGINEER	94.00	131.00	167.00			
SCHEDULER	122.00	171.00	220.00			
AUTOCAD DETAILER	121.00	158.00	198.00			
INFO SYSTEM TECH	89.00	123.00	157.00			
QC	101.00	140.00	179.00			
SAFETY	94.00	131.00	167.00			
TIMEKEEPER	53.00	73.00	93.00			
CLERICAL	47.00	65.00	82.00			

NOTE: PMI RESERVES THE RIGHT TO ISSUE CHANGES AS NEGOTIATED
WITH THE UNIONS/AND OR CHANGES RELATED TO OTHER VARIABLES
WITHIN THE RATE STRUCTURE.

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PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

EFFECTIVE JULY 1, 2013
EXPIRE JUNE 30, 2014

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
ROLLING EQUIPMENT (LESS OPERATOR):			
* DUMP-TRUCK, 2 AXLE	290.00	875.00	2,650.00
* FLATBED TRUCK, 1 TON	205.00	610.00	1,850.00
* FLATBED TRUCK, 5-TON	255.00	765.00	2,315.00
* FORKLIFT, 5000#, INDUSTRIAL PNEUMATIC	215.00	640.00	1,950.00
* FORKLIFT, 5 TON, (GRADALL or LULL)	405.00	1,210.00	3,650.00
* BOOM-TRUCK MOBILE CRANE, 19 TON	690.00	2,070.00	6,250.00
* BOOM-TRUCK MOBILE CRANE, 14 TON	635.00	1,910.00	5,650.00
* BACKHOE, CASE 580 OR EQUAL	355.00	1,040.00	3,150.00
EXTENSION BOOM FOR FORKLIFT	20.00	65.00	200.00
MANUAL MECHANICAL LIFT (HYLIFT)	35.00	100.00	300.00
SCISSOR LIFT, 20 FOOT	75.00	250.00	500.00
TRASH HOPPER FOR FORKLIFT	20.00	65.00	200.00
MAN BASKET FOR CRANE	20.00	60.00	120.00
PASSENGER VAN	135.00	400.00	1,220.00
PICKUP TRUCK WITH RACK	160.00	480.00	1,450.00
CONTRACTORS UTILITY TRUCK	210.00	630.00	1,900.00
IRONWORKER CREW TRUCK, incl welder	275.00	825.00	2,475.00
PIPEFITTER WELDER TRUCK, incl welder	300.00	850.00	2,500.00
ELECTRIC CART	65.00	200.00	600.00
ROLLING EQUIPMENT (Continued):			

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
UTILITY VEHICLE (JOHN DEERE GATOR)	80.00	250.00	750.00
PIPE WAGON	60.00	180.00	550.00
TRAILER W/500 GALLON WATER TANK	75.00	230.00	700.00
FIRE MARSHALL STATE LANDS HYDRO TEST TRAILER	500.00	1,470.00	3,334.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
MISCELLANEOUS EQUIPMENT:			
HYDRO TEST PUMP, AIR (LOW PRESSURE)	40.00	100.00	300.00
HIGH PRESSURE WASHER & TESTER	100.00	300.00	900.00
TRASH PUMP HOMELITE / MULTIQUIP	40.00	100.00	300.00
METAL GANG BOX	10.00	30.00	90.00
MULTI-TON ROLLERS (SET 4)	20.00	60.00	180.00
LIGHT TOWER	88.00	303.00	650.00
TEST PUMP - GAS POWERED/HIGH VOLUME	85.00	255.00	765.00
WALKIE-TALKIE, INTRINSICALLY SAFE (EA.)	17.00	50.00	150.00
HOLIDAY DETECTOR	40.00	120.00	360.00
GRASSHOPPER	25.00	75.00	225.00
UNI-HYDRO IRONWORKER	75.00	225.00	675.00
HEPA VACUUM CLEANER	20.00	60.00	180.00
DIGITAL VIBRATION METER W/ PROBE	40.00	100.00	300.00
CALIBRATION & RECORDING EQUIPMENT	350.00	1,000.00	1,924.00
GAS GENERATOR, HONDA /YAMAHA	90.00	260.00	780.00
LASER ALIGNMENT EQUIPMENT (ROTALIGN)	300.00	900.00	2,700.00
PNEUMATIC / HYDRAULIC TORQUE WRENCH -includes pump, drives (1/2", 1" and 1 1/2") and sockets	330.00	1,000.00	3,000.00
WIRE MICROMETER HEADSET ALIGNMENT KIT	150.00	500.00	1,500.00
FARO 3D LASER SCANNER -includes LapTop Computer and reference spheres	400.00	1,200.00	3,600.00
PORTABLE HEATER	35.00	100.00	300.00

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EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
AIR COMPRESSORS AND ACCESSORIES:			
* 125 CFM - DIESEL FUEL	120.00	365.00	1,080.00
* 150 CFM - DIESEL FUEL	130.00	390.00	1,200.00
EXTRA 50' 3/4" HOSE	5.00	20.00	40.00
AIR TOOLS:			
AIR DRILL ROCK, 30#	45.00	180.00	400.00
AIR DRILL ROCK, 60#	45.00	180.00	400.00
PAVEMENT BREAKER, 60#	25.00	85.00	225.00
PAVEMENT BREAKER, 90#	25.00	85.00	225.00
AIR TAMPER	30.00	90.00	270.00
FEIN AIR SAW	44.00	136.00	340.00
HD IMPACT WRENCH, 1/2"	25.00	85.00	225.00
HD IMPACT WRENCH, 3/4"	30.00	120.00	250.00
BUSHING GUN	25.00	85.00	225.00
RIVET BUSTER	25.00	85.00	225.00
COPPUS AIR BLOWER (24" DIA)	30.00	95.00	280.00
ELECTRIC TOOLS:			
BENCH GRINDER	15.00	45.00	135.00
MAG BASE DRILL MOTOR (HOUGEN) (DRILL BITS FOR HOUGEN MUST BE PURCHASED BY CLIENT)	75.00	225.00	675.00
MAGNETIC DRILL MOTOR	45.00	135.00	405.00
BAND SAW (WILTON)	25.00	75.00	225.00

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EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30, 2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
HOISTS & JACKS:			
BOTTLE JACK	15.00	45.00	135.00
CHAIN FALL, 2 TON	20.00	50.00	150.00
CHAIN FALL, 5 TON	22.00	66.00	180.00
CM PULLER, 1 1/2 TON	10.00	30.00	90.00
CM PULLER, 3 TON	22.00	66.00	180.00
GEAR PULLER, HYDRAULIC	60.00	180.00	540.00
GRIP HOIST, 1 1/2 TON	20.00	50.00	150.00
HYDRAULIC JACK, 25 TON	20.00	60.00	120.00
HYDRAULIC JACK, 50 TON	40.00	120.00	280.00
PORT-A-POWER, 25 TON	40.00	120.00	360.00
PORT-A-POWER, 50 TON	60.00	180.00	540.00
PUSH-PULL MECHANICAL JACK	15.00	45.00	135.00
RAM-SET POWER DRIVE	20.00	50.00	150.00
SCREW JACK, 20 TON	20.00	60.00	120.00
INFLATABLE JACK SYSTEM 12 TON(POWER TEAM)	266.00	798.00	1,995.00

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EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
PIPE TOOLS:			
TABLE SAW	20.00	60.00	180.00
POWER MITER SAW	15.00	55.00	160.00
PORTABLE POWER PANEL	40.00	80.00	160.00
* TEE DRILL	25.00	75.00	225.00
DIE W/UNIVERSAL 2 1/2"-4"	30.00	90.00	270.00
535 PIPE THREADING MACHINE	75.00	225.00	675.00
BONDSTRAND SHAVER	25.00	75.00	225.00
1225 PIPE THREADING MACHINE	125.00	375.00	1,125.00
FLASH CUTOFF SAW, ELECTRIC	50.00	125.00	250.00
FLASH CUTOFF SAW, GAS	80.00	240.00	720.00
HAND THREADER, ELEC (TO 2")	12.00	36.00	108.00
LINED PIPE END PREP EQUIP FOR POLY PRO & TEFLON	60.00	180.00	540.00
PIPE MULE	25.00	75.00	225.00
PIPE BEVELING MACHINE & ATTACHMENTS	80.00	240.00	720.00
GEORGE FICSHER STAINLESS PIPE BEVELOR	140.00	430.00	1,300.00

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EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

DESCRIPTION	DAILY	WEEKLY	MONTHLY
WELDING EQUIPMENT:			
CARBON ARC	12.00	36.00	108.00
OXY & ACETYLENE W/CART & 50' OXY HOSE	40.00	120.00	360.00
ELECTRIC WELDER, 130XP	35.00	105.00	315.00
ELECTRIC WELDER, 250 AMP	40.00	120.00	360.00
ELECTRIC WELDER, 8 PAC	110.00	440.00	1,320.00
ELECTRIC WELDER, 4 PAC	80.00	240.00	720.00
REMOTE CONTROL UNITS (EACH)	7.00	14.00	42.00
WELDER, 250 AMP (DIESEL)	150.00	350.00	1,000.00
HELIARC OUTFIT	16.00	48.00	144.00
PIPE BEVEL CUTTER (SPLIT TO SIZES)	22.00	66.00	198.00
PLASMA ARC CUTTING MACHINE	100.00	300.00	900.00
* RIG WELDER, INCLUDES: PICKUP MTD. GAS W/LEAD, CUTTING & BURNING OUTFIT, ANGLE GRINDER BASED ON 8 HR. DAYS, (daily rate only)	200.00		
WELDING TABLE W/WISE	10.00	30.00	90.00
THERMAL ARC 130S TIG WELDER	40.00	120.00	360.00
LN 25 MIG WELDER	60.00	180.00	450.00
MILLER XMT 304	40.00	120.00	360.00
STUD WELDER	100.00	400.00	1,200.00
SUPERFLEX RAIL CUTTING SYSTEM	110.00	330.00	1,000.00

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EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30, 2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
CIVIL ACCESSORIES:			
GEORGIA BUGGIE	15.00	45.00	105.00
BUILDERS LEVEL	30.00	95.00	250.00
* CEMENT MIXER, GAS 1/4 YD	50.00	155.00	470.00
CONCRETE VIBRATOR, 110 VOLT	37.00	140.00	280.00
LASER-LEVEL W/TRIPOD AND TARGET	72.00	216.00	648.00
OPTICAL LEVEL	65.00	195.00	585.00
VIBRA PLATE	66.00	264.00	594.00
WACKER CVR-100	70.00	280.00	700.00
* CONCRETE SLAB SAW (BLADES NOT INCLUDED)	65.00	215.00	600.00
HILTI FASTENER	12.00	40.00	150.00
CLAY BLADE	75.00	300.00	1,300.00
BARRICADES	1.00		
POWDER ACTIVATED ANCHOR BOLT KIT	35.00	100.00	300.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
SAFETY EQUIPMENT			
TRI POD RESCUE SYSTEM	60.00	240.00	700.00
SCBA - SCOTT AIR PACK	40.00	160.00	400.00
FALL PROTECTION RETRACTABLE LANYARD	40.00	160.00	400.00
CONFINED SPACE KIT	100.00	300.00	900.00
FRESH AIR SET UP (FOR 2 MEN)	75.00	225.00	650.00
5 MINUTE SCBA ESCAPE PACK	40.00	100.00	300.00
ESCAPE RESPIRATOR	21.32 (SINGLE USE ITEM)		
H2S PERSONNEL MONITOR	5.00	20.00	60.00
TMX412, FOUR GAS MONITOR (LEL,02,CO,H2S)	80.00	240.00	720.00
COOL VESTS	10.00	40.00	120.00

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SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
FIELD OFFICE EQUIPMENT: UPON REQUEST ONLY:			
CALCULATOR			40.00
NEXTEL - CELLULAR & RADIO SERVICE			120.00
-RATE INCLUDES UNLIMITED RADIO			
-RATE INCLUDES 600 PHONE MINUTES			
-CLIENT TO BE BILLED FOR PHONE			
USAGE EXCEEDING 600 MINUTES.			
NEXTEL - RADIO SERVICE ONLY			105.00
COPY MACHINE - MULTIPLE TRAY SIZES			800.00
DRAFTING TABLE			40.00
FAX MACHINE			250.00
FILE CABINET			30.00
REFRIG. WATER COOLER			60.00
COMPUTER			400.00
PRINTER			100.00
LASER OR COLOR PRINTER			250.00
COLOR PLOTTER			600.00
JOB SHACKS & TRAILERS:			
20' TOOL TRAILER	200.00		600.00
20' C VAN			200.00
40' C-VAN			300.00
JOB SHACK 8 X 12			200.00
JOB SHACK 8 X 16			200.00
JOB SHACK 10 X 16			250.00
JOB SHACK 10 X 24			300.00

NOTE: TRANSPORTATION BILLED FOR SEPARATELY

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

DESCRIPTION	DAILY	WEEKLY	MONTHLY
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RENTAL CONDITIONS

STAND-BY TIME WILL BE CHARGED AT 80% OF THE APPLICABLE RATE.

HOURLY RATE TO BE 20% OF DAILY RATE.

TIME BASIS OF DATES:

RENTAL RATES WILL BE CHARGED ON A DAILY (8 HOUR DAY), WEEKLY OR MONTHLY BASIS AS CONSECUTIVELY USED ON THE JOB. THE LESSER OF THE

DAILY CHARGES VERSUS THE WEEKLY RATE AND THE WEEKLY CHARGES VERSUS THE MONTHLY RATE WILL BE USED AFTER ONE WEEK OF CONTINUOUS USE, ADDITIONAL DAYS WILL BE CHARGED AT 1/5 OF THE WEEKLY RATE. AFTER ONE MONTH OF CONTINUOUS USE, ADDITIONAL DAYS WILL BE CHARGED AT 1/20 OF THE MONTHLY RATE, WITHIN THE SAME CALENDAR MONTH. TWO SHIFTS AT 1 1/2 TIMES SINGLE SHIFT RATE, THREE SHIFTS AT TWO TIMES SINGLE SHIFT RATE.

OPERATOR:

IN NO CASE DOES THE RENTAL RATE INCLUDE THE COST OF THE OPERATOR.

SALES TAX:

SALES TAX IS NOT INCLUDED IN THESE RATES.

DELIVERY:

RENTAL RATES DO NOT INCLUDE COSTS FOR PICK-UP AND DELIVERY.

GENERAL TERMS:

RENTAL RATES DO NOT INCLUDE TIRE SERVICE, REPAIRS (OTHER THAN NORMAL WEAR AND TEAR), OR TOOL SHARPENING CHARGES.

FUEL:

GAS AND DIESEL ARE INCLUDED IN THESE RENTAL RATES. RATES ARE BASED ON CURRENT FUEL PRICES, IF FUEL PRICES BECOME EXCESSIVE A FUEL SURCHARGE MAY BE ADDED.

THIRD PARTY RENTALS :

THIRD PARTY RENTALS DO NOT INCLUDE CONSUMABLES.

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2013 AND EXPIRE JUNE 30,2014.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

PERFORMANCE MECHANICAL, INC.

NORMALLY USED CONSUMABLES

ACETYLENE

BAGS (PLASTIC TRASH/BURLAP)

BROOMS

BRUSHES

CHISELS

CABLE CLAMPS

CLEANING COMPOUNDS

CRAYONS (INDUSTRIAL)

CUTTING TIPS

DISINFECTANTS

EMERY CLOTH

FACE SHIELDS

FILES

FLASHLIGHT BATTERIES

FLINTS

FLUX

FRICTION TAPE

FUEL CANS

FUNNELS

FUSES

GARDEN HOSE

GOGGLES

GLOVES (COTTON)

GLUE

GRAPHITE

GREASE

GRINDING DISKS

HACKSAW BLADES

HARD HATS

HAT BANDS

HEARING PROTECTION

HOLE SAWS

LENSES

(WELDING/FACE SHIELDS) (NO PRESCRIPTIONS)

LIGHT BULBS (INCANDESCENT)

GENERAL - SMALL TOOLS < \$500 ARE INCLUDED

MOPS

OIL

OXYGEN

OXYGEN & ACETYLENE HOSE (FIRST 50')

PAPER CUPS

PAPER TOWELS

PENDANT ROPE

PIPE DIES

PLIERS

RAGS (FOR GENERAL CLEAN UP ONLY)

RAINGEAR

(WEATHER PROTECTION ONLY)

RESPIRATOR FILTERS (FOR EMERGENCY USE ONLY)

RIGGING CHAIN

ROPE (FOR TIE-OFF/RIGGING/TIE-DOWN)

SAFETY GLASSES

SCRAPERS

SKILLSAW BLADES

SOAP

SOAPSTONE

STEEL WOOL

STENCILS

STONES (CARBORUNDUM)

SLINGS (WIRE/NYLON) (TYPICAL USAGE ONLY)

(RIGGING FOR MAJOR LIFTS REQUIRING

ENGINEERED LIFT DESIGN OR LOADS

IN EXCESS OF 20,000# ARE NOT INCLUDED.)

TAPE

TARPAULIN

TEMP. STICKS

TIP CLEANERS

TIE WIRE (#9)

TRASH BARRELS

TUNGSTEN

TWINE

WEDGES

WELDING GLOVES

WELDING HOOD

NOTE:

ITEMS NOT ON THIS LIST ARE BILLABLE. THIRD PARTY RENTALS ARE NOT CONSUMABLES.

SMALL TOOLS > \$500 ARE NOT INCLUDED

SPECIALTY WELDING GASES, INCLUDING ARGON AND NITROGEN ARE NOT INCLUDED.

WELDING ROD AND ELECTRODES ARE NOT INCLUDED

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, DIMITRI HROVAT

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

PERFORMANCE MECHANICAL, INC.

(Company name)

for contract work at

LEC Project, Lodi, CA.

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

[Signature]

(Signature of officer or agent)

Dated this 25 day of November, 20 13.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

2197622.2



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Date: May 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Expro Americas, LLC Second Amendment to General Services Agreement dated April 26, 2013

Proposal

Approve a Second Amendment to the existing three year General Services Agreement with Expro Americas, LLC increasing the not-to-exceed amount from \$220,000 to \$500,000 and amending the Scope of Work to allow for services to be provided at the CT2 and Lodi Energy Center Projects in addition to the Geothermal Facility.

Background

On April 26, 2013 NCPA entered into a three year General Services Agreement with Expro Americas, LLC for wireline and downhole video services at the Geothermal facility. On September 23, 2014 a First Amendment to the General Services Agreement was executed increasing the not-to-exceed amount from \$90,000 to \$220,000.

Expro Americas, LLC provides wireline services including casing calipers, pressure/temperature, high temperature cameras and packers. These surveys are an integral part of maintaining the field in a safe and reliable operating condition. These surveys are also used extensively during drilling operations. Expro has become very competitive in the bidding process and has a full line of high temperature tools used in the geothermal industry. Adding the CT2 and LEC projects to the scope of work of this enabling agreement will allow its staff to utilize these services on an as needed basis as well.

Selection Process

When wireline services are required, NCPA will bid the specific scope of work consistent with NCPA's procurement policies and procedures. In addition to Expro Americas, LLC, NCPA currently has entered into an enabling agreement with Cogco, Inc. It also seeks bids from as many qualified contractors as possible, including Tiger Wireline and Baker Hughes Wireline services. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time work is required.

Fiscal Impact

As further amended, the total cost of the agreement is not to exceed \$500,000 to be used out of NCPA approved budgets as services are rendered. Cost allocation will be based on project participation percentages.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

Staff recommends that the PPC pass a motion approving a Second Amendment to the General Services Agreement with Expro Americas LLC, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$220,000 to \$500,000 and amending the Scope of Work to allow for services to be provided at the CT2 and Lodi Energy Center Projects in addition to the Geothermal Facility.

Prepared by:

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments (3)

- Second Amendment to General Services Agreement
- First Amendment to General Services Agreement
- General Services Agreement with Expro Americas, LLC



SECOND AMENDMENT TO GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EXPRO AMERICAS, LLC

This Second Amendment ("Amendment") to General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Expro Americas LLC ("Contractor") (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, the Parties entered into a three year General Services Agreement dated effective April 26, 2013, (the "Agreement") for Contractor to provide Wireline and Downhole Video services at the NCPA Geothermal Facilities; and

WHEREAS, the Parties entered into a First Amendment to the General Services Agreement on September 23, 2014 to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$90,000 to a NOT TO EXCEED amount of \$220,000; and,

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$220,000 to a NOT TO EXCEED amount of \$500,000; and

WHEREAS, the Agency now desires to amend the Agreement to add a new section entitled "Affidavit of Compliance for Contractors" regarding the certification issued by the California Energy Commission and attach as Exhibit C the corresponding Affidavit; and

WHEREAS, the Agency now desires to amend the Scope of Services set forth in Exhibit A to the Agreement to add the CT2 and Lodi Energy Center facilities as additional locations where services may be provided; and

WHEREAS, the Agency now desires to amend the Compensation Schedule set forth in Exhibit B to the Agreement; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows:

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** Five Hundred Thousand dollars (\$500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely

a limit of potential Agency expenditures under this Agreement. The remainder of Section 2 of the Agreement is unchanged.

2. **Section 13.16 – Affidavit of Compliance for Contractors** is added to the Agreement as follows:

Consistent with the Conditions of Certification issued by the California Energy Commission, Contractor shall, upon the request of Agency, execute and provide to Agency Exhibit C hereto for any employees, agents or other representatives of Contractor who will be present on site at NCPA's Lodi Energy Center, Lodi, California. During the term of this Agreement, Contractor shall keep current the Certificate, a copy of which is attached hereto as EXHIBIT C and incorporated herein by reference.

3. **EXHIBIT A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached EXHIBIT A.

4. **EXHIBIT B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the attached Exhibit B.

5. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

EXPRO AMERICAS, LLC

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

MARK J. ENGER, VP of North American Land

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

SCOPE OF SERVICES

EXPRO AMERICAS, LLC shall perform wireline services for the NORTHERN CALIFORNIA POWER AGENCY Geothermal, CT2 and Lodi Energy Center Facilities including, without limitation:

- Downhole video services for Geothermal and Combustion Turbine wells, including calibration and miscellaneous well services. Direction to be provided by NCPA personnel via issued Purchase Order.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

See Attached.



Expro Americas, LLC
 7120 Golden State Highway
 Bakersfield, CA 93308
 661-589-7671

www.exprogroup.com

Expro Equipment			Qty.
Rate	Total	DHV Service	
ViewMax Camera Op Chrg (Minimum 5000 FT)	0	\$3,500.00	\$0.00
ViewMax Camera Op Charge >5000 FT	0	\$0.55	\$0.00
ViewMax Camera Setup charge (6 hr. minimum)	0	\$1,200.00	\$0.00
ViewMax - sideviewing camera, per run	0	\$2,500.00	\$0.00
ViewMax H TEMP Camera Op Charge	0	\$3,000.00	\$0.00
ViewMax Camera Stby Chrg	0	\$3,500.00	\$0.00
ViewMax Camera Additional Run Charge	0	\$1,300.00	\$0.00
ViewMax Tool Insurance per tool - plus \$100,000.00 if lost in hole	0	\$1,500.00	\$0.00
HawkEye Camera Op Chrg (Minimum 5000 FT)	0	\$3,500.00	\$0.00
HawkEye Camera Op Charge >5000 FT	0	\$0.55	\$0.00
HawkEye Camera Setup charge (6 hr. minimum)	0	\$1,200.00	\$0.00
HawkEye H TEMP Camera Op Charge	0	\$3,000.00	\$0.00
HawkEye Camera Stby Chrg	0	\$3,500.00	\$0.00
HawkEye Camera Additional Run Charge	0	\$1,300.00	\$0.00
HawkEye Tool Insurance per tool - plus \$85,000.00 if lost in hole	0	\$1,500.00	\$0.00
Fiber Optic Wireline Unit	0	\$6,000.00	\$0.00
Caliper Service			
MegaData Caliper Log 7"- 13 3/8" Casing (minimum 3000')	0	\$1.68	\$0.00
Kinley Baseline Caliper Log 4 1/2"- 13 3/8" Casing (minimum 3000')	0	\$0.94	\$0.00
Microscopic Caliper Log 2 3/8"- 4" Tubing/Casing (minimum 3000')	0	\$0.65	\$0.00
MegaData Tool Insurance per tool - plus \$112,000.00 if lost in hole	0	\$1,500.00	\$0.00
Kinley Baseline Caliper Tool Insurance per tool - plus \$70,000.00 if lost in hole	0	\$1,500.00	\$0.00
Microscopic Caliper Tool Insurance per tool - plus \$66,000.00 if lost in hole	0	\$1,500.00	\$0.00
Caliper Data Analysis	0	\$1,200.00	\$0.00
Hazardous Waste Disposal	0	\$100.00	\$0.00
Pressure Temperature Tools Per Well Per Day	0	\$2,500.00	
Subtotal:			\$0.00

1	Expro Transportation of Personnel & Equipment	Units	Rate	Total
	Mileage (Per mile roundtrip from Bakersfield)	0	\$3.00	\$0.00
	Personnel	0	\$0.00	\$0.00
	Equipment	0	\$0.00	\$0.00
	Mileage	0	\$3.00	\$0.00
Total Estimated Charge				\$0.00

frank.stout@exprogroup.com

- 1 Any additional equipment or personnel required will be charged at Expro Book price (Namerica_ste_pricesheet_rev4: January 2008).
- 2 Cleaning of equipment and disposal of any fluids/hydrocarbons will be carried out prior to returning to Expro's Facility at customer's expense.
- 3 All consumables/expendables will be charged back to customer at Expro cost plus 15%, i.e. Nitrogen for ESD support, Propane, MeOH, etc...
- 4 If Surface Samples are required, Expro will supply 3rd party sample bottles and collect required samples as directed by the customer.
- 5 Expro prices quoted in this commercial proposal are valid for a duration of 60 days from date of submission. Expro will notify customer prior to any price changes taking affect.
- 6 Stand-by rental charges to equipment apply from date equipment has left Expro facility and until it's return.
- 7 Operational rental charges for all equipment (including third party call out equipment) shall commence upon arrival of first Expro personnel onboard rig and cease upon departure of last Expro person.
- 8 Costs of mobilization/demobilization of all equipment will be to customer's account. This includes but not limited to trucking, 3rd party craneage, freight forwarders etc. If customer requests Expro to arrange then a 15% handling charge will be applied.
- 9 Repairs to, or replacement of equipment damaged by the effects of erosion, corrosion, abrasion or high temperature deterioration caused by the nature of the well effluent, in excess of that which can normally be anticipated and accelerated deterioration of the tools.
- 10 All chemicals are supplied as sale items and therefore any part used containers will not be returnable. Chemicals will be charged for at documented cost plus 15% handling fee. A restocking fee may apply if chemicals are supplied but not used.
- 11 Air compressors and steam generators are third party rental items and will be charged for operationally at Expro cost plus 15%. Any costs associated with maintenance and/or repair over and above fair wear and tear/routine maintenance shall be recharged to the customer.
- 12 Expro's services quoted in this proposal are contingent upon a Master Service Agreement (MSA) between Expro Americas LLC and the customer being in place at time of job load out.
- 13 Copy of Expro Americas surface testing price book is available upon request (contingent on agreed and signed MSA being in place)

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Consultants

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



**FIRST AMENDMENT TO GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND EXPRO AMERICAS, LLC**

This First Amendment ("Amendment") to General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Expro Americas LLC ("Contractor") (collectively referred to as "the Parties") as of 9/23, 2014.

WHEREAS, the Parties entered into a General Services Agreement dated effective April 26, 2013, (the "Agreement") for Contractor to provide Wireline and Downhole Video services at NCPA Geothermal Facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$90,000 to a 'NOT TO EXCEED' amount of \$220,000; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows:

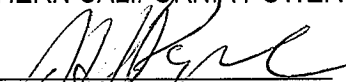
Agency hereby agrees to pay Contractor for the Scope of Services under each Purchase Order, whether by fixed price, hourly rates subject to a fixed rate schedule with a not to exceed amount, or other basis as may be described in the applicable Purchase Order. Total compensation for work performed under this Agreement, NOT TO EXCEED \$220,000. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

The Parties have executed this Amendment as of the date first written above.

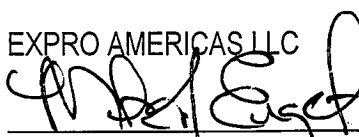
NORTHERN CALIFORNIA POWER AGENCY


James H. Pope, General Manager

Date:

9/23/14

EXPRO AMERICAS LLC


MARK J. ENGEL, VP of North American Land

Date:

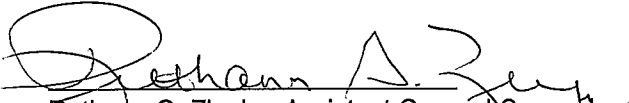
09-15-14

Attest:



Assistant Secretary of the Commission

Approved as to Form:


Ruthann G. Ziegler, Assistant General Counsel



GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EXPRO AMERICAS, LLC

This agreement for general services ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and EXPRO AMERICAS, LLC, a limited liability company with its office located at 738 Highway 6, South, Suite 1000, Houston, TX 77096 ("Contractor") (individually sometime referred to as the "Party" and together sometimes referred to as the "Parties") as of April 26, 2013 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to Agency the services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work"), at the time and place and in the manner specified therein.

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ninety thousand dollars (\$90,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

- 2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - The beginning and ending dates of the billing period;
 - Work performed;
 - The Purchase Order number authorizing the Work;

- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation; and
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred by Contractor under this Agreement.
- 2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of its Work to submit its final invoice. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle by Contractor and any of its employees, agents, and subcontractors providing services under this Agreement (symbol 1), whether or not owned by the Contractor or any of its employees, agents and subcontractors providing services under this Agreement, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 [RESERVED]

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and policy endorsements to the policies referenced in Section 4.2, indicating that Agency has been added as an additional insured on the requisite policies of Insurance (excluding Worker's Compensation) and declaring such insurance primary in regard to work performed pursuant to this Agreement. Notwithstanding any contrary provisions herein, the additional insured status under this Agreement shall be solely to the extent of the required insurance limits set forth herein and to the extent of the indemnity and release, obligations assumed by Contractor under this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors. Notwithstanding any contrary provisions herein, Contractor's waiver of subrogation under this Agreement shall be solely to the extent of the required insurance limits set forth herein and to the extent of the indemnity and release obligations assumed by Contractor under this Agreement.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION - CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages irrespective of whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS SECTION 5, "INDEMNITY", SHALL CONTROL AND GOVERN THE RELATIONSHIP OF THE PARTIES IN EVERY RESPECT WITH REGARD TO THE SUBJECT MATTER CONTAINED HEREIN. BOTH PARTIES ACKNOWLEDGE THAT THE STATEMENTS CONTAINED IN THIS SECTION ARE CONSPICUOUS AND AFFORD FAIR AND ADEQUATE NOTICE.

- 5.3 Contractor shall, to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.
- 5.4 Notwithstanding anything contained in Section 6.1 of this Agreement, Agency shall release, defend, indemnify and hold Contractor harmless from and against any claims, demands, causes of action, liabilities, damages, judgments, losses, costs, fines, penalties and expenses (including reasonable attorneys' fees and costs of litigation) of any kind or character, that arise out of the performance of the work, including, without limitation, damage to or destruction of property or bodily injury, illness or death ("Claims") asserted by Agency or any third party, resulting from: (1) loss of or damage to any well or hole (including, without limitation, the costs of re-drill), (2) blowout, fire, explosion, cratering or any uncontrolled well condition (including, without limitation, the costs to control a wild well and the removal of debris), (3) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (4) pollution or contamination of any kind (**other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Contractor**) including, without limitation, the cost of control, removal and clean-up, or (5) damage to, or escape of any substance from, any pipeline, vessel or storage facility, regardless of cause, including the sole, joint, or concurrent negligence, strict liability, breach of warranty, breach of duty (statutory or otherwise), breach of contract, or any other legal fault or responsibility of Agency, Contractor or any third party.
- 5.5 Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be liable to the other Party for, and each Party hereby releases the other Party from and against, any indirect, incidental, special, punitive, exemplary or consequential damages or losses (whether foreseeable or not at the date of this agreement), including, without limitation, damages or losses for lost production, lost revenue, lost product, lost profit, lost business or business interruptions of the Contractor, Agency or any third party.
- 5.6 Notwithstanding any other provision of this Agreement to the contrary, any loss of or damage to Contractor's equipment while such equipment is in the hole or below the rotary table shall be replaced or repaired as appropriate by Contractor and the cost shall be reimbursed by Agency, and all costs associated with fishing shall be borne directly by Agency.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal

policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Either Party may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice to the other Party.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency to Contractor seven (7) business days prior to such inspection. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement. In no event, however, shall Agency's right of audit provided in this Section 9.3 extend to cost information pertaining to the composition of lump sums and inclusive rates.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps

to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, Contractors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be in like new, working order and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1** Contractor warrants that the equipment portion of the Services (including materials supplied in connection therewith) and all rental equipment shall be free from defects in design and workmanship and will remain so for a period of one (1) year after Contractor's completion thereof, provided that Contractor's equipment is properly installed and maintained (if such installation and maintenance is not by Contractor) and is not altered (other than by Contractor) after delivery. Contractor shall repair or, at its option, replace the equipment found to be defective and notified to Contractor in accordance with the preceding sentence. Contractor shall re-perform the defective labor portion of the Services prior to demobilization at no additional cost to Agency. After Contractor has demobilized from the work site, any subsequent re-performance required in respect of defective services shall be re-performed by Contractor at Contractor's expense, unless the aspect of the services found to be defective could not reasonably have been discovered prior to Contractor's demobilization from the worksite. Contractor shall perform such Services in accordance with all applicable oil and gas codes and standards, and in accordance with the terms of this Agreement and the Purchase Order applicable to such Services, all with the degree of high professional skill normally exercised by or expected from recognized firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement and the Purchase Orders. Except as otherwise stated in this Section 11, CONTRACTOR MAKES NO EXPRESS OR IMPLIED

WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding any provision of this Agreement to the contrary, Agency's sole remedy and Contractor's sole obligation arising out of or in connection with defects in the services and/or equipment which are based on warranty, contract negligence, strict liability, tort or otherwise, shall be as stated in the foregoing paragraph of this Section 11. Unless otherwise expressly permitted by the applicable Purchase Order, all materials and supplies to be used by Contractor in the performance of the Services shall be new or re-furnished to a "like new" condition and best of kind.

- 11.2 Contractor hereby assigns to Agency all additional warranties or extended warranties, provided that such warranties are assignable, or are reasonably obtainable, from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

- 12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct

occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer, or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Expro Americas, LLC
738 Highway 6 South, Ste. 1000
Houston, TX 77079
Attn.: Legal Department

Any written notice to Agency shall be sent to:

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

13.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

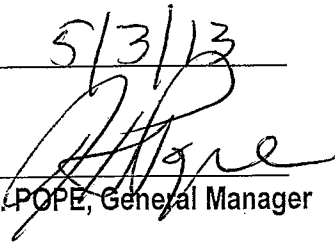
- 13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.
- 13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

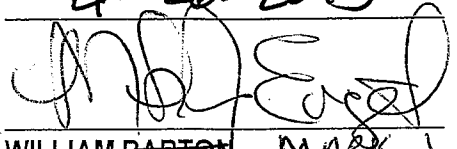

NORTHERN CALIFORNIA POWER AGENCY

Date 5/3/13



JAMES H. POPE, General Manager

EXPRO AMERICAS, LLC

Date 4-26-2013

 
WILLIAM BARTON, MARK J. Engel
Vice President of North American Land

Attest:


Assistant Secretary of the Commission

Approved as to Form:

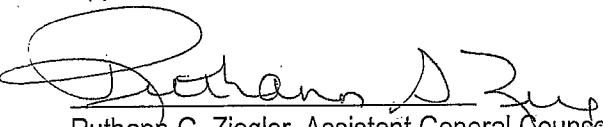

Ruthann G. Ziegler, Assistant General Counsel



EXHIBIT A

SCOPE OF SERVICES

EXPRO AMERICAS, LLC shall perform wireline services for the NORTHERN CALIFORNIA POWER AGENCY geothermal facilities including, without limitation:

- Downhole video services for geothermal wells, including calibration and miscellaneous services. Direction to be provided per NCPA personnel via issued Purchase Order.



EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall **NOT EXCEED** ninety thousand dollars (\$90,000). The hourly rates and/or compensation break down and an estimated amount of expenses are set forth in the rate sheet attached to this Exhibit B.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



District Manager Phone: 661 302-6864
Office Phone: 661 589-7571

Expro Americas LLC

West Coast/Expro Downhole Video Pricing

Price List Date: Effective September 24, 2012

Description	Hawkeye 3	Fiber Optic
Hawkeye Video Charge, 0 Ft To 2,000 Ft Min Charge	\$ 2,600.00	N/A
Hawkeye Video Charge, 2,001 Ft To 3,000 Ft Min Charge	\$ 2,900.00	N/A
Hawkeye Video Charge, 3,001 Ft To 4,000 Ft Min Charge	\$ 3,200.00	N/A
Hawkeye Video Charge, 4,001 Ft To 5,000 Ft Min Charge	\$ 3,500.00	N/A
Fiber Optic, Video Charge, 0 Ft To 2,000 Ft Min Charge	N/A	\$ 3,000.00
Fiber Optic, Video Charge, 2,001 Ft To 3,000 Ft Min Charge	N/A	\$ 3,500.00
Fiber Optic, Video Charge, 3,001 Ft To 4,000 Ft Min Charge	N/A	\$ 4,000.00
Fiber Optic, Video Charge, 4,001 Ft To 5,000 Ft Min Charge	N/A	\$ 4,500.00
Side View Camera-Additional, Price reduced from 2K	\$ 500.00	\$ 500.00
Operator Charge, Per Man, Per Day	\$ 500.00	\$ 500.00
Operator Charge Per Hour After 8 Hrs	\$ 100.00	\$ 100.00
Hawkeye Camera Depth Charge over 5,000 Ft	\$ 0.50	N/A
Fiber, Optic Camera Depth Charge over 5,000 Ft. Per Ft.	N/A	\$ 0.75
Annular Entry Depth Charge/Ft	\$ 0.10	\$ 0.10
Subsistence, Per Man, Per Day	\$ 150.00	\$ 150.00
Mileage Charge, (R.T./mile)	\$ 2.50	\$ 2.50
Standby Charge/24 Hrs (Includes Personnel And Equipment)	\$ 3,000.00	\$ 3,000.00
Operator Travel Day Per Person	\$ 500.00	\$ 500.00
Services Ordered/Not Used	\$ 1,500.00	\$ 1,500.00
Grease Pressure Control Equipment	\$ 1,000.00	\$ 1,000.00
Mast Unit, Per Well, Per Day	\$ 500.00	\$ 500.00
High Temperature Option	\$ 3,000.00	N/A
Offshore Surcharge	\$ 3,000.00	\$ 3,000.00
Tool Protection	\$ 500.00	\$ 500.00
Tool Protection Side View	\$ 800.00	\$ 800.00
Tool Protection Hi Temp	\$ 1,250.00	N/A
Wireline Unit	\$ 2,500.00	\$2,500.00
Wireline Unit (Hoist Only 5,000 Ft Min)	\$ 0.20	N/A
Customer Agrees To Pay Full Replacement Cost Of Any Tools Lost In Hole Or Damaged Beyond Repair.		
Price Schedule Of Downhole Tools Are As Follows:		
Cost-Standard HE3 Or Fiber Optic Tool String	\$ 27,000.00	
Cost-Side View Or View Max Camera String	\$ 54,950.00	
Cost-High Temperature Tool String	\$ 51,125.00	

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Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Date: May 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Platinum Scaffolding Service, Inc. - First Amendment to the Five Year Multi-Task Agreement with Peterson Industrial Scaffolding, Accepting Assignment to Platinum Scaffolding Services, Inc.;

Proposal

Approve a First Amendment to the existing Multi-Task General Services Agreement accepting assignment from Peterson Industrial Scaffolding, Inc. to Platinum Scaffolding Services, Inc. to effectuate name change.

Background

On April 1, 2015 NCPA entered into a five year Multi-Task General Services Agreement with Peterson Industrial Scaffolding, Inc. for scaffolding services at the CTs, Geothermal and Lodi Energy Center facilities. Subsequently Peterson Industrial Scaffolding, Inc. was acquired by Brace Industrial Group and its name was changed to Platinum Scaffolding Services, Inc. Platinum Scaffolding Services accepts the terms and conditions of the Agreement.

Selection Process

The underlying enabling agreement does not commit NCPA to any purchases. When scaffolding work is required from outside contractors, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. In addition to this vendor, NCPA has entered into various other enabling agreements for scaffolding services. In addition, it seeks bids from as many qualified contractors as possible. The bid is awarded to the lowest cost provider.

Fiscal Impact

The amendment does not seek to change the not-to-exceed amount of the Agreement. The total cost of the agreement remains at not to exceed \$350,000. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures. Cost allocation will be based on project participation percentages.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

Staff recommends that the PPC pass a motion approving a First Amendment to the Multi-Task General Services Agreement with Peterson Industrial Scaffolding, Inc. Accepting Assignment to Platinum Scaffolding Services, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel.

Prepared by:

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments (2)

- First Amendment to Multi-Task General Services Agreement Between the Northern California Power Agency and Peterson Industrial Scaffolding, Inc. Accepting Assignment to Platinum Scaffolding Services, Inc.
- Multi-Task General Services Agreement with Peterson Industrial Scaffolding, Inc.



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY PETERSON INDUSTRIAL SCAFFOLDING, INC.
ACCEPTING ASSIGNMENT TO PLATINUM SCAFFOLDING SERVICES, INC.**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Platinum Scaffolding Services, Inc., a corporation ("Contractor") (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, the Agency and Peterson Industrial Scaffolding, Inc. entered into a Multi-Task General Services Agreement dated effective April 1, 2015, (the "Agreement") for Contractor to provide scaffolding support and on-call scaffolding support services at NCPA Facilities; and

WHEREAS, on or about April 1, 2015, Peterson Industrial Scaffolding, Inc. was acquired by Brace Industrial Group and as part of the acquisition plan, Peterson will now reflect the name Platinum Scaffolding Services, Inc. and the Agency desires to agree to the assignment of the Agreement to Platinum Scaffolding Services, Inc.; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect change of the Contractor's name; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

WHEREAS, Peterson Industrial Scaffolding, Inc. consents to the assignment;

NOW, THEREFORE, the Parties agree as follows:

1. **Section 13.8-Notices** is amended as follows:

Any written notice to Contractor shall be sent to:

Platinum Scaffolding Services, Inc.
4961-A Pacheco Blvd.
Martinez, CA 94553

2. Agency hereby approves the assignment of the Agreement from Peterson Industrial Scaffolding, Inc. to Platinum Scaffolding Services, Inc.

3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

PLATINUM SCAFFOLDING SERVICES, INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

WILLIE WESTMORELAND, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

Peterson Industrial Scaffolding, Inc. consents to the foregoing:

Date: _____

Authorized representative

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Consultants

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PETERSON INDUSTRIAL SCAFFOLDING, INC.**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Peterson Industrial Scaffolding, Inc., a corporation, with its office located at 4961-A Pacheco Blvd., Martinez, CA 94553 ("Contractor") (together sometimes referred to as the "Parties") as of 4/1/, 2015 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE HUNDRED AND FIFTY THOUSAND Dollars (\$350,000.00)** for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensues they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.
~~Notwithstanding, should this Agreement be construed as a construction agreement under~~

~~Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.~~

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its

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obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, in accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

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8.4 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, including, but not limited to, those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, Contractors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain

copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and

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other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all Agency site programs.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

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- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13 **MISCELLANEOUS PROVISIONS.**

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Peterson Industrial Scaffolding, Inc.
4961-A Pacheco Blvd.
Martinez, CA 94553
925-969-9015

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's Proposal (if any); the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.

13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

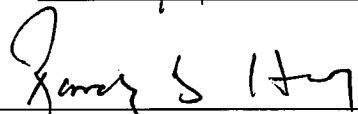
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

PETERSON INDUSTRIAL SCAFFOLDING INC.


Date 4/1/15

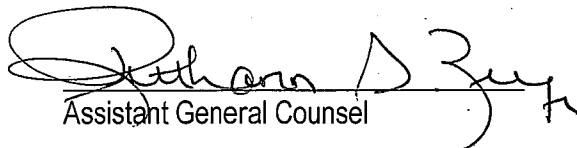
Date 3-23-2015


RANDY S. HOWARD, General Manager


WILLIE WESTMORELAND, President

Attest:


Assistant Secretary of the Commission
Approved as to Form:


Assistant General Counsel

ww

EXHIBIT A SCOPE OF WORK

Contractor shall provide the Northern California Power Agency with the following scaffold support and on-call scaffolding support services:

- As directed by Agency, Contractor shall assemble scaffold, safety tag scaffold, inspect scaffold (daily inspections if necessary), modify scaffold structures, disassemble scaffold throughout facilities for plant outages and maintenance.
- Contractor shall coordinate directly with Agency and at the sole discretion of Agency's on-site Manager(s) or Superintendent, Contractor shall serve as Scaffold Project Manager. Scaffold Project Manager's responsibilities shall include inspection and tracking of all scaffold materials being stored and erected to ensure scaffold quality is within the Cal-OSA requirements and Industry Standard Guidelines.
- Agency shall provide Contractor with break-room facilities and temporary lavatory facilities.

WW

EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



PETERSON INDUSTRIAL SCAFFOLDING, INC
2015

SCAFFOLD LABOR RATES

Effective 7/1/14 - 6/30/15

NCPA - Geysers & Lodi

RATES		
ST	OT	DT
\$79.87	\$98.63	\$117.39

Materials: Cost plus 8%

Sub-Contractors & Third Party Rental: Cost plus 8%

Delivery Cost Plus 8%

Pick-Up Truck: \$95.00

Flat Bed Truck: \$120.00

Scaffold Material Charges: \$.06 per piece daily after 28 Days

***Labor Rates includes 28 Days scaffold rental**

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, WILLIE WESTMORELAND - PRESIDENT

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

PETERSON INDUSTRIAL SCAFFOLDING INC

(Company name)

for contract work at

NORTHERN CALIFORNIA POWER AGENCY

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

Willie Westmoreland
(Signature of officer or agent)

Dated this 23 day of MARCH, 20 15.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

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Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Date: May 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Univar USA Inc. - First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies

Proposal

Approve a First Amendment to the existing Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc. increasing the not-to-exceed amount from \$250,000 to \$500,000 and amending the Purchase List to include additional chemicals available for purchase for use at the Geothermal, CTs and Lodi Energy Center plant locations.

Background

On March 13, 2013 NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA Inc. for the Geothermal facility. The facilities are required to abate hydrogen sulfide in the steam and condensate to meet air emission permit requirements. Staff desires to make this purchase agreement available for use by the Combustion Turbine facilities also.

Selection Process

When supplies are required, NCPA will bid the specific list of goods to be purchased consistent with NCPA's procurement policies and procedures. In addition to Univar USA Inc., NCPA has entered into enabling agreements with Dow Chemical and Nalco Company and will seek bids from those and as many other suppliers as possible. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the goods needed at the time they are required.

Fiscal Impact

As amended, the total cost of the agreement is not to exceed \$500,000 to be used out of NCPA approved budgets as goods are purchased. Cost allocation will be based on project participation percentages.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

Staff recommends that the PPC pass a motion approving a First Amendment to the existing five year Multi-Task General Services Agreement with Univar USA Inc., with any non-substantial changes recommended and approved by the General Counsel, increasing the not-to-exceed amount from \$250,000 to \$500,000 and amending the Purchase List to include additional chemicals available for purchase for use at the Geothermal, CTs and Lodi Energy Center plant locations.

Prepared by:

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments (2)

- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA Inc.
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA Inc.



FIRST AMENDMENT TO MULTI-TASK EQUIPMENT, MATERIALS, AND SUPPLIES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND UNIVAR USA, INC.

This First Amendment ("Amendment") to Multi-Task Equipment, Materials and Supplies Agreement is entered into by and between the Northern California Power Agency ("Agency") and Univar USA, Inc. ("Supplier") (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, the Parties entered into an Equipment, Materials, and Supplies Agreement dated effective March 13, 2013, (the "Agreement") for Supplier to provide Soda Ash to the NCPA Geothermal Facilities; and

WHEREAS, the Agency now desires to amend the Agreement to expand the Scope to include the CTs and Lodi Energy Center locations in addition to the Geothermal facility location; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$250,000 to a NOT TO EXCEED amount of \$500,000; and

WHEREAS, the Agency now desires to amend the Agreement to add a new section entitled "Affidavit of Compliance for Contractors" regarding the certification issued by the California Energy Commission and attach as Exhibit B the corresponding Affidavit; and

WHEREAS, the Agency now desires to amend the Agreement to add a new section entitled "Affidavit of Compliance for Hazardous Materials Transport Vendors" regarding the certification issued by the California Energy Commission and attach as Exhibit C the corresponding Affidavit; and

WHEREAS, the Agency now desires to amend the Purchase List set forth in Exhibit A to the Agreement to add additional materials and supplies available for purchase; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1. SCOPE** of the Agreement is hereby amended and restated to read as follows:

In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to Agency's Project Sites DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to Agency's Project Sites (set forth in Exhibit A) and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

2. **Section 4—Compensation** of the Agreement is amended and restated to read as follows:

Agency hereby agrees to pay Supplier for the Goods an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) as total compensation under this Agreement, which includes all shipping, insurance, delivery charges, and any other fees, costs or charges. Any taxes applicable to Agency for the purchase of the Goods shall be to the account of Agency and invoiced as a separate line item on the invoice.

The remainder of Section 4 of the Agreement is unchanged.

3. **Section 8.8. Affidavit of Compliance for Contractors** is added to the Agreement as follows:

Consistent with the Conditions of Certification issued by the California Energy Commission, Contractor shall, upon the request of Agency, execute and provide to Agency Exhibit C hereto for any employees, agents or other representatives of Contractor who will be present on site at NCPA's Lodi Energy Center, Lodi, California. During the term of this Agreement, Contractor shall keep current the Certificate, a copy of which is attached hereto as EXHIBIT B and incorporated herein by reference.

4. **Section 8.9. Affidavit of Compliance for Hazardous Materials Transport Vendors** is added to the Agreement as follows:

Consistent with the Conditions of Certification issued by the California Energy Commission, Supplier shall, upon the request of Agency, execute and provide to Agency Exhibit C hereto for any employees, agents or other representatives of Supplier who will be present on site at NCPA's Lodi Energy Center, Lodi, California. During the term of this Agreement, Supplier shall keep current the Certificate, a copy of which is attached here to as EXHIBIT C and incorporated herein by reference.

5. **Exhibit A – PURCHASE LIST** is amended and restated to read in full as set forth in the attached EXHIBIT A.

6. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA, INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager
Attest:

Authorized signatory

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

PURCHASE LIST

As requested by the Agency, Supplier shall provide the following list of Goods, to Agency at any one of its designated locations below within 30 days of a written request from Agency:

- Peroxide, Caustic, Soda Ash Dense, in Bulk Truckloads of 88,000 lb. Shipments in 50 lb. Bags at the cost quoted by Univar, (which is currently \$0.27/lb DL as of February, 2015)
- Various other miscellaneous chemicals as requested by NCPA Personnel

NCPA Agency Locations:

Geothermal Facilities

12000 Ridge Road
Middletown, CA 95461

Lodi (Part of CT1)

2131 West Turner Road
Lodi, CA 95240

Lodi Stig. CT #2

12745 N. Thornton Road
Lodi, CA 95242

Alameda CT

2900 Main Street
Alameda, CA 94501

Lodi Energy Center

12745 N. Thornton Road
Lodi, CA 95242

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UNIVAR USA INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY, ("Agency"), a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 and UNIVAR USA INC., ("Supplier"), whose principal office is located at 17425 NE Union Hill Road, Redmond, WA 98052 (together sometimes referred to as the "Parties") effective as of 3/13, 2013 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to Agency's Project Site, DDP, located at 12000 Ridge Road, Middletown, CA 95461, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to Agency's Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 3. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered.

Section 4. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed two hundred fifty thousand dollars (\$250,000) as total compensation under this Agreement, which includes all shipping, insurance, delivery charges, and any other fees, costs or charges. Any taxes applicable to Agency for the purchase of the Goods shall be to the account of Agency and invoiced as a separate line item on the invoice.

- 4.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678

Attn: Accounts Payable

- 4.2 **Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 4.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.
- 4.4 **Price Changes.** Supplier's pricing is subject to change over the term of the Agreement. Any change in pricing will be based on the normal fluctuation of costs of the Goods, transportation or taxes in the market. Supplier shall provide Agency with thirty (30) days prior written notice of any pricing changes.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 5.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with \$2,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 5.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the negligence of Supplier in regard to this Agreement with not less than \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.
- 5.4 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 5.5 **All Policies Requirements.**

- 5.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.
- 5.5.2 Notice of Reduction in or Cancellation of Coverage.** Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.
- 5.5.3 Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

Section 6. WARRANTY. Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the ninety (90) day period following the term hereof, unless manufacturer's warranty is for greater than ninety (90) days, in which case manufacturer's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED.

Section 7. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 7.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 7.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action for bodily injury or real property damage arising out of or in connection with any negligent acts or omissions by

Supplier, its officers, officials, agents, and employees, except as caused by the negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

7.3 Transfer of Title. Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release caused by Supplier's negligence requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods due to Supplier's negligence into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

7.4 Limitation of Liability. Neither Supplier nor Agency is liable for special, incidental or consequential damages. Except to the extent that Supplier's negligence or willful misconduct results in a breach of its obligations under Section 7.3 of this Agreement, Supplier's liability is exclusively limited to the greater of the purchase price of the Goods that are the subject of Agency's claim or the limits of the insurance coverage carried by Supplier in accordance with Section 5 of this Agreement.

Section 8. MISCELLANEOUS PROVISIONS.

8.1 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

8.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

8.3 Compliance with Applicable Law. Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.

8.4 Construction of Agreement. The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.

8.5 Supplier's Status. Supplier is an independent contractor and not an employee or agent of NCPA.

8.6 Non-assignment. Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

8.7 Governing Law. This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA INC.

Date: 3-13-13


JAMES H. POPE, General Manager

Date: Jan 28, 2013


AUTHORIZED REPRESENTATIVE

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

8.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

8.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.

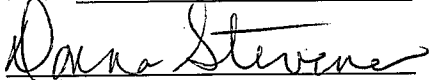
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA INC.

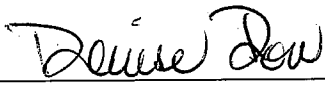
Date: 3-13-13

Date: _____


8/ JAMES H. POPE, General Manager

AUTHORIZED REPRESENTATIVE

Attest:


Assistant Secretary of the Commission

Approved as to Form:

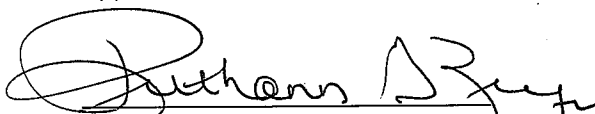

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

PURCHASE LIST

Supplier shall provide the following list of Goods, to Agency within 30 days of the Effective Date of this Agreement and within 30 days of receiving a written request from Agency:

Soda Ash Dense, in Bulk Truckloads of 88,000 lb. Shipments in 50 lb. Bags at \$0.23/lb.

Note: The Agency leaves the option open of purchasing the Soda Ash in a different container type should Agency find that Supplier can provide the Soda Ash in a different bulk form that will conform to Agency's Stretford System.

1083.7199 1977032.8