



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: June 5, 2017
Subject: June 12, 2017 Lodi Energy Center Project Participant Committee Meeting
Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations
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 meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.

NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 106 Polo Road Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482

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 participate 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 May 8, 2017 regular meeting minutes.

MONTHLY REPORTS

3. Operational Report for May 2017 - (Michael DeBortoli)

4. Market Data Report for May 2017 – Verbal Report (Mike Whitney)

5. Monthly Asset Report for April 2017 – (Michael DeBortoli)

6. Bidding Strategies Report - Verbal Report and update regarding bidding strategies and regulation down revenues – (Ken Goeke)

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.

7. Treasurer's Report for May 2017 - Accept by all Participants

8. Financial Report for May 2017 - Approve by all Participants

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

10. Univar USA, Inc. First Amendment – Staff is seeking approval of a First Amendment to the existing five year Multi-Task Agreement for Purchase of Equipment, Materials, and Supplies for chemical purchases, increasing the not-to-exceed amount from \$250,000 to \$1,200,000, amending the Purchase List to include additional chemicals, and amending for use at all facilities owned and/or operated by NCPA.

11. RADCO Communications, LLC – Staff is seeking approval of a five year Multi-Task General Services Agreement for microwave tower and communication maintenance services not to

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exceed \$1,000,000 at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

- 12. Stantec Consulting Services, Inc.** – Staff is seeking approval of a five year Multi-Task Consulting Services Agreement for engineering consulting services not to exceed \$1,000,000 at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 13. Global Diving and Salvage, Inc.** – Staff is seeking approval of a five year Multi-Task General Services Agreement for underwater maintenance services not to exceed \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 14. DRS Marine, Inc.** – Staff is seeking approval of a five year Multi-Task General Services Agreement for underwater maintenance services not to exceed \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 15. Mark III Construction, Inc.** – Staff is seeking approval of a Public Works Agreement for physical security upgrades at NCPA Generation Services Facilities (Hydro, Geo, CT1, CT2 and LEC) not to exceed \$1,283,481.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

None

INFORMATIONAL/ DISCUSSION ITEMS

- 16. LEC Operating Reserve Fund** – Staff will provide an update on the current balance of the Operating Reserve Fund for LEC. *(Sondra Ainsworth)*
- 17. Offer to Sell LEC Attributes by City of Gridley** – Staff will provide an update on Gridley's request for offer to sell LEC plant attributes to third parties. *(Power Management)*
- 18. Update on NCPA Policy on Revenue Allocation** – Staff will provide an update on policy development for allocating revenues to Members resulting from NCPA's provision of Power Management and Administrative services to third parties. *(James Takehara)*
- 19. LEC Gas Transportation Update** – Staff will provide an update on LEC Gas Transportation *(Ken Speer)*
- 20. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: July 10, 2017

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

Lodi Energy Center
Project Participant Committee Regular Meeting
May 8, 2017 - 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 10:00 a.m. by Chairman George Morrow. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Morrow	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Present	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	87.2215%
Absent	5	12.7785%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	May 8, 2017	

Public Forum

Chairman Morrow asked if any members of the public were present in Lodi or at any of the other noticed meeting locations who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present.

Steve Hance from Silicon Valley Power arrived on the phone at 10:07 a.m. Corrine Bradley from Power & Water Resources Pooling Authority arrived on the phone at 10:10 a.m.

2. Meeting Minutes

The draft minutes of the regular meeting held on April 10, 2017 were considered. The LEC PPC considered the following motion:

Date: 5/8/2017

Motion: The PPC approves the minutes of the April 10, 2017 regular meeting as presented or *including any edits discussed at today's meeting.*

Moved by: MID

Seconded by: Lodi

Discussion: No further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	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	Absent	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	58.8036%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	41.1964%
Result:	Motion passes.	

MONTHLY REPORTS

3. Operational Reports for April 2017

Jeremy Lawson presented the Operational Report for April. There were no OSHA recordable accidents, no permit violations, no NERC/WECC violations and no forced outages. LEC did not run for the month of April. Jeremy reported that there was a White Slough water supply curtailment forced outage from April 1 to April 6. The maintenance outage is moving along as scheduled. An update on the outage will be provided after the Siemens inspection is complete. Operating availability was 78.3%.

As part of the Operational report, Mike DeBortoli presented a presentation reviewing high cost VOM and discussing long term agreements and offers from other vendors which include GE, PSM, and MHI.

4. Market Data Report for April 2017

Mike Whitney presented the operating and financial settlement results for the month. LEC availability was 86%. Mike reported the CASIO RA incentive mechanism availability standard showed 96.5% availability. LEC was committed by CAISO for 0 of 30 available days. The 30 days LEC was not committed was due to economics.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report and budget review for March 2017. Mike reported that net costs were less than expected; overall about 50,000 better than forecasted. Mike reviewed the monthly historical comparisons as well as the 12-month history.

6. Bidding Strategies Report

Ken Goeke reviewed the monthly Bidding Strategies Report for April 2017 and for the period May 1 to May 8, 2017. Ken reported that the hurdle getting into the market is the start-up costs. Ken further reviewed the daily summary for the month of April and the May modelling and daily summary. Ken noted that the reports are available on the LEC PPC Extranet site.

Consent Calendar (Items 7 – 11)

The consent calendar was considered. Chairman Morrow asked if any Participant wished to have any item removed for separate discussion. Hearing no requests, 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: 5/8/2017

Motion: The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for April 2017; 8. Financial Reports for April 2017; 9. GHG Reports excerpted from monthly ARB; 10. Sage Engineers, Inc. First Amendment to the existing five year Multi-Task Professional Services Agreement for engineering services increasing the not-to-exceed amount from \$2250,000 to \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 11. Knights' Electric, Inc. five year Multi-Task General Services Agreement for miscellaneous electrical maintenance services not exceed \$750,000 for use at all facilities owned/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

Moved by: CDWR

Seconded by: MID

Discussion: No further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	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	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion passes.	

BUSINESS ACTION ITEMS

12. LEC PMOA Schedule 1.00, Exhibit 8 – Settlement of CAISO Charge Codes and Allocations to Participants

Bob Caracristi discussed the updates to Schedule 1.00, Exhibit 8 of the LEC PMOA with regard to settlement charge codes from CAISO associated with the Resource Adequacy Availability Incentive Mechanism.

Date: 5/8/2017

Motion: The PPC approves the updated Exhibit 8 to Schedule 1.00 of the PMOA to clarify the assessment of certain applicable charges and payments associated with the CAISO's Resource Adequacy Availability Incentive Mechanism, pro rata assessment by RA product category. ("RAAIM")

Moved by: Lodi

Seconded by: PWRPA

Discussion: Further discussion adding "pro rata assessment by RA product category" language to the motion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	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%
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Vote Summary		
Total Ayes	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion passes.	

INFORMATIONAL ITEMS

13. Update on NCPA Policy on Revenue Allocation

James Takehara from NCPA Power Management indicated that there was no update at this time on Revenue Allocation. James indicated that the subgroup of the Utility Director's has not had an opportunity to meet. The group is targeting a meeting for the week of May 22nd.

James communicated subsequent to the PPC meeting that the subcommittee scheduled a meeting for May 23rd.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, June 12, 2017.

The meeting was adjourned.

Submitted by: Tracy Kves



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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 06/12/2017
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

- Permits: 1 Violations – As issued from the San Joaquin Valley Air Pollution Control District after reviewing the 10/20/2016 test results, “NOx exceeded the permitted emission limit in two of three test runs.”
- NERC/WECC: 0 Violations

Outage Summaries:

Planned Outage Summaries:

- 2017 - Completed the planned outage for May. No major findings.

Generating Unit Statistics:**Report
Date:**

5/1/2017

1. Monthly Production 3,440 MWH
2. Productivity Factor
 - a. Service Hours 23 Hours
 - b. Service Factor 3.0 %
 - c. Capacity Factor @ 280MW Pmax 1.7 %
 - d. Capacity Factor @ 302MW Pmax 1.5 %
3. Equivalent Operating Availability (EOA) 12.9 %
4. Forced Outage Rate (FOR)
 - a. Total LEC Plant FOR 0.0 %

5. Heat Rate Deviation

- a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW- Hr	Average HR BTU/kW- Hr	Deviation %	Production MWH	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	7,013	0.60%	0	\$0
Seg. 4 250 - 275	7081	7,023	-0.81%	0	\$0
Seg. 5 225 - 250	7130	7,105	-0.35%	0	\$0
Seg. 6 200 - 225	7200	7,185	-0.22%	0	\$0
Seg. 7 175 - 225	7450	7,489	0.53%	0	\$0
Seg. 8 165 - 175	7760	7,744	-0.21%	0	\$0
	7,164	7,260	0.56%	0	\$0

6. AGC Control Deviation

MW Range	High Dev MWH	Low Dev MWH	Total Dev MWH	Cost \$
Bad AGC Data for May				
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	0	0	\$0
Seg. 3 275 - 284	0	0	0	\$0
Seg. 4 250 - 275	0	0	0	\$0
Seg. 5 225 - 250	0	0	0	\$0
Seg. 6 200 - 225	0	0	0	\$0
Seg. 7 175 - 225	0	0	0	\$0
Seg. 8 165 - 175	0	0	0	\$0
	0	0	0	\$0

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	1	2
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0	178	176
Start Time Deviation (%)	0%	62%	-12%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,300	3,554	3,463
Fuel Deviation (%)	0%	97%	-1%
Costs of Fuel Deviations (\$)	\$0	\$7,017	-\$148

Definitions:

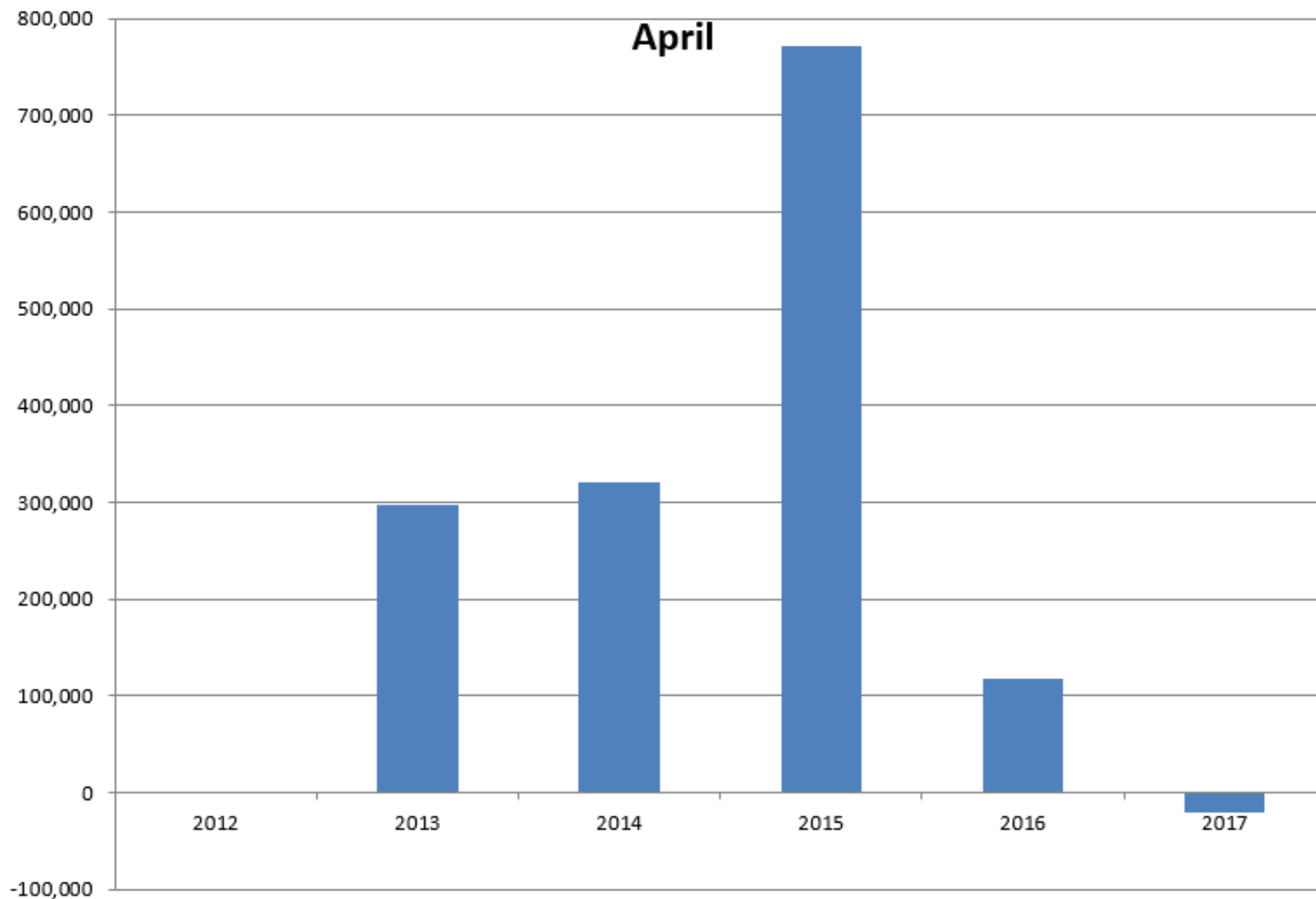
1. Monthly Production = Plant Net MWH's
2. Capacity Factor
 - a. Service Hours = In Production or in Service State
 - b. Service Factor = $SH / PH \times 100\%$
 - c. Capacity Factor = $Production / 302MW \times PH$
 - d. Capacity Factor = $Production / 280MW \times PH$
3. Monthly Equivalent Availability 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 = $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$



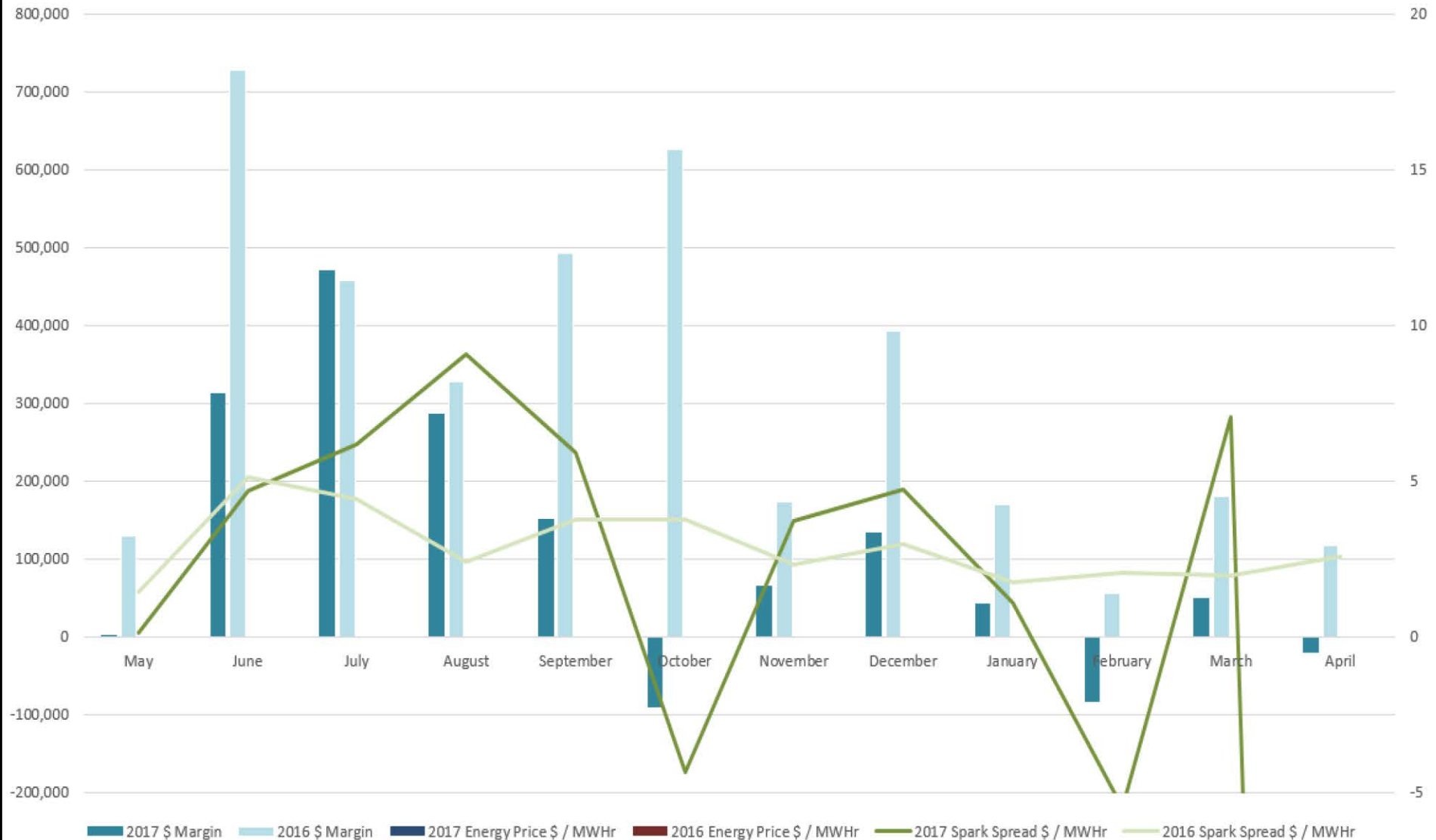
April Asset Report

	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	30	0	364,363	30	#DIV/0!	No operation for the month.
VOM	360,158	142,419	1,424,650	217,739	153%	1 st quarter billing LTA
Fixed	796,108	732,445	924,036	63,663	9%	
Projects	131,914	131,250	233,750	664	1%	
A&G	148,939	200,538	200,538	(51,599)	-26%	
Debt	2,202,269	2,203,105	2,203,105	(836)	-0.04%	
Net Cost	(3,639,358)	(3,409,757)	(4,621,716)	(229,601)	7%	
Net Annual Cost		(36,615,065)	(31,768,945)	(\$4,846,120)		
				Above budget by 15.25%		

Historical Margins

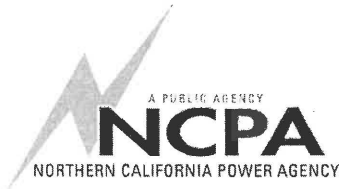


Historical Monthly Comparison



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 06/05/2017

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2017 Budget	Percent Used	Comments
VOM	2,309,456	1,310,062	1,067,517	880,839	1,231,873	1,231,811	2,131,793	627,467	342,036	360,158	0	88,198	11,581,209	57,881,217	20.0%	
Capacity Factor	36%	15%	13%	10%	9%	14%	17%	8%	3%	0%	0%	1%	10%	67%	15.5%	
Fuel Consumed (mmBTU, estimated)	552,311	236,335	193,710	159,185	135,099	215,559	303,645	115,682	59,078	0	0	13,645	1,984,250	11,341,990	17.5%	
Avg Fuel Cost (\$/mmBTU)	3.44	4.30	4.54	4.47	3.71	4.84	4.71	4.16	4.14	#DIV/0!	0.00	5.24	#DIV/0!	3.89	#DIV/0!	
Power Produced (MWHr, estimated)	76,008	31,654	25,598	20,635	17,488	28,418	38,917	15,337	7,087	0	0	1,992	263,134	1,655,765	15.9%	
Avg Power Price (\$/MWHr)	39.13	49.26	48.59	44.86	40.96	49.41	47.08	34.47	50.89	#DIV/0!	0.00	47.38	#DIV/0!	41.58	#DIV/0!	
Operations / Variable / LTSA	3,746	120,596	43,703	52,563	631,450	30,387	456,472	54,598	51,088	360,128	0	6,135	1,810,866	5,106,876	35.5%	
Fuel (estimated)	1,901,128	1,015,383	879,760	711,673	500,907	1,043,138	1,429,737	480,703	244,594	0	0	71,493	8,278,515	44,100,578	18.8%	
AB32 GHG Offset (estimated)	373,676	161,082	133,422	109,084	92,576	147,027	217,332	84,609	43,022	0	0	9,753	1,371,583	8,001,632	17.1%	
CA ISO Charges (estimated)	30,906	13,001	10,632	7,520	6,940	11,259	28,251	7,557	3,332	30	0	817	120,244	672,131	17.9%	
Routine O&M (Fixed)	653,248	687,516	827,171	1,037,693	1,138,906	1,000,113	1,149,838	671,145	776,095	796,108	1,272,504	732,445	10,742,781	11,088,367	96.9%	
Maintenance / Fixed	141,434	207,472	302,678	412,565	631,509	179,679	222,819	205,299	313,528	270,795	275,000	235,000	3,397,778	3,250,596	104.5%	Late billing T3000 support
Administration	8,597	10,027	2,573	6,262	4,978	6,860	3,326	4,907	2,207	8,149	18,889	18,889	95,663	226,663	42.2%	
Mandatory Costs	33,146	1,783	76,294	7,023	28,136	5,905	11,508	3,148	9,411	61,916	25,643	25,643	289,556	291,357	99.4%	WECC Generator Testing
Inventory Stock	0	0	0	28,566	3,890	199,103	0	0	3,716	0	0	0	235,275	400,000	58.8%	
Labor	359,440	330,374	334,995	464,326	338,452	366,142	331,043	338,935	336,602	344,617	837,600	337,541	4,720,066	4,765,279	99.1%	
Insurance	0	0	0	8,320	15,000	128,351	470,511	1,915	0	0	0	0	624,097	770,000	81.1%	
Power Management & Settlements	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	1,327,571	1,327,566	100.0%	
Other Costs	0	27,229	0	0	6,310	3,442	0	6,310	0	0	4,742	4,742	52,775	56,906	92.7%	
Projects	135,218	228,984	131,250	133,304	199,951	131,250	140,227	131,250	135,579	131,914	131,250	131,250	1,761,427	2,805,000	62.8%	
Maintenance Reserve	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	1,575,000	1,575,000	100.0%	
Operations & Maintenance Projects	3,968	0	0	0	0	0	0	0	0	0	0	0	3,968	30,000	13.2%	
Capital Projects	0	97,734	0	2,054	68,701	0	8,977	0	4,329	664	0	0	182,459	1,200,000	15.2%	
A&G	137,131	111,701	370,459	191,456	150,403	143,237	152,254	161,574	150,940	148,939	200,538	200,538	2,119,170	2,406,453	88.1%	
Administrative & General (Allocated)	122,215	97,959	346,453	168,615	129,768	122,107	129,957	141,142	124,690	129,072	171,920	171,920	1,855,818	2,063,039	90.0%	
Generation Services Shared	14,916	13,742	24,006	22,841	20,635	21,130	22,297	20,432	26,250	19,867	28,618	28,618	263,352	343,414	76.7%	
Total O&M Cost	3,235,053	2,338,263	2,396,397	2,243,292	2,721,133	2,506,411	3,574,112	1,591,436	1,404,650	1,437,119	1,604,291	1,152,430	26,204,586	74,181,037	35.3%	
Debt Service	2,199,759	2,199,759	2,199,759	2,199,759	2,202,269	2,202,269	2,202,269	2,202,269	2,202,269	2,202,269	2,203,105	2,203,105	26,418,860	26,437,261	99.9%	
Revenues	7,334,108	1,560,351	1,243,718	925,677	716,295	1,404,190	1,832,194	528,735	360,646	30	0	102,438	16,008,382	68,849,353	23.3%	
ISO Energy Sales (estimated)	2,974,197	1,559,271	1,243,718	925,677	716,230	1,404,190	1,832,194	528,735	360,646	30	0	102,438	11,647,326	68,846,223	16.9%	
Other Income	4,359,911	1,080	0	0	65	0	0	0	0	0	0	0	4,361,056	3,130		
Net	\$1,899,296	(\$2,977,671)	(\$3,352,438)	(\$3,517,374)	(\$4,207,106)	(\$3,304,490)	(\$3,944,187)	(\$3,264,970)	(\$3,246,273)	(\$3,639,358)	(\$3,807,396)	(\$3,253,098)	(\$36,615,065)	(\$31,768,945)	Above budget by 15.25%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: June 12, 2017
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended May 31, 2017

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 \$42,185.

Investments - The carrying value of the LEC's investment portfolio totaled \$44,533,540 at month end. The current market value of the portfolio totaled \$44,432,791.

The overall portfolio had a combined weighted average interest rate of 0.727% with a bond equivalent yield (yield to maturity) of 0.697%. Investments with a maturity greater than one year totaled \$10,293,000. During the month \$9.7 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 increased by 16 basis points (from 0.81% to 0.97%) and rates on one year T-Bills increased by 10 basis points (from 1.06% to 1.16%).

To the best of my knowledge and belief, all securities held by LEC as of May 31, 2017 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,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

MAY 31, 2017

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**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
May 31, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	21,318,746	21,318,746	47.83%	21,318,745
Debt Service Reserve	-	12,033,006	12,033,006	26.99%	12,000,417
O & M Reserve	-	11,110,109	11,110,109	24.92%	11,041,950
	-	44,461,861	44,461,861	99.74%	44,361,112
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	71,678	71,678	0.16%	71,678
Transmission Upgrade Escrow ¹	42,185	-	42,185	0.09%	-
Participant Deposit Account	-	1	1	0.00%	1
	\$ 42,185	\$ 44,533,540	\$ 44,575,725	100.00%	\$ 44,432,791

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
May 31, 2017

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 12	\$ 4,406,000	\$ -	\$ (9,717,825)	\$ 5,311,813	\$ -
Debt Service Reserve	-	36,748	-	-	(36,748)	-	-
O & M Reserve	-	8	-	-	(8)	-	-
	-	36,768	4,406,000	-	(9,754,581)	5,311,813	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹	-	5	-	-	-	-	5
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 36,773	\$ 4,406,000	\$ -	\$ (9,754,581)	\$ 5,311,813	\$ 5

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
May 31, 2017

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	9,717,825	(4,406,000)	8,123	-	-	5,319,948
Debt Service Reserve	36,748	-	(50)	-	-	36,698
O & M Reserve	8	-	(1,510)	-	-	(1,502)
	\$ 9,754,581	\$ (4,406,000)	\$ 6,563	\$ -	\$ -	\$ 5,355,144
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	\$ 9,754,581	\$ (4,406,000)	\$ 6,563	\$ -	\$ -	\$ 5,355,144

Less Non- Cash Activity

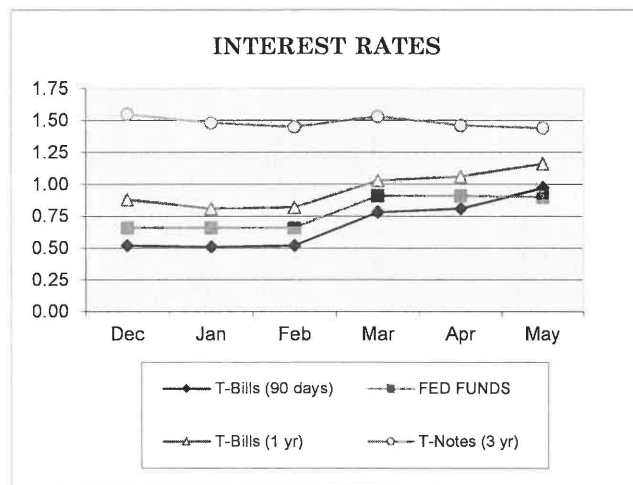
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(6,563)
Net Change in Investment --Before Non-Cash Activity	<u><u>\$ 5,348,581</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
May 31, 2017**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.727%	0.697%
Debt Service Account	0.381%	0.386%
Debt Service Reserve	0.934%	0.969%
O & M Reserve	1.169%	1.000%
GHG Cash Account	0.776%	0.776%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	0.90%	0.36%
T-Bills (90da.)	0.97%	0.31%
Agency Disc (90da.)	0.93%	0.46%
T-Bills (1yr.)	1.16%	0.67%
Agency Disc (1yr.)	1.04%	0.72%
T-Notes (3yr.)	1.44%	1.01%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
May 31, 2017**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 11,599	\$ 7,270	\$0	\$ -	\$ -	\$ 10,293	\$ -	\$ 29,162	65.53%
US Bank Trust Money Market	13,223							13,223	29.71%
Commercial Paper								-	0.00%
Investment Trusts (LAIF)	2,117							2,117	4.76%
U.S.Treasury Market Acct.								-	0.00%
U.S.Treasury Bill								-	0.00%
Certificates of Deposit								-	0.00%
Total Dollars	\$ 26,939	\$7,270	\$0	\$0	\$0	\$10,293	\$0	\$ 44,502	100.00%
Total Percents	60.53%	16.34%	0.00%	0.00%	0.00%	23.13%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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

05/31/2017

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	2,074,367	0.100	07/01/2013	2,074,367		1	0.100	2,074,367	SYS79003	79003	2,074,367
Federal Home Loan Ba	USBT	695,000	0.760	03/29/2017	694,061	06/01/2017	0	0.771	695,000	313385GH3	26419	695,000
Federal Home Loan Ba	USBT	694,000	0.755	04/26/2017	693,476	06/01/2017	0	0.766	694,000	313385GH3	26427	694,000
Federal National Mtg	USBT	3,385,000	0.520	01/23/2017	3,378,693	06/01/2017	0	0.528	3,385,000	313589GHO	26389	3,385,000
Fund Total and Average		\$ 6,848,367	0.441		\$ 6,840,597		0	0.447	\$ 6,848,367			\$ 6,848,367

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	4,285,835	0.100	07/01/2013	4,285,835		1	0.100	4,285,835	SYS79004	79004	4,285,835
Federal Home Loan Ba	USBT	725,000	0.760	03/29/2017	724,020	06/01/2017	0	0.771	725,000	313385GH3	26420	725,000
Federal Home Loan Ba	USBT	724,000	0.755	04/26/2017	723,453	06/01/2017	0	0.766	724,000	313385GH3	26428	724,000
Federal National Mtg	USBT	727,000	0.536	01/27/2017	725,645	06/01/2017	0	0.545	727,000	313589GHO	26390	727,000
Fund Total and Average		\$ 6,461,835	0.297		\$ 6,458,953		1	0.300	\$ 6,461,835			\$ 6,461,835

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	1,299,265	0.100	07/01/2013	1,299,265		1	0.100	1,299,265	SYS79011	79011	1,299,265
Federal Home Loan Ba	USBT	434,000	0.760	03/29/2017	433,414	06/01/2017	0	0.771	434,000	313385GH3	26421	434,000
Federal Home Loan Ba	USBT	435,000	0.755	04/26/2017	434,672	06/01/2017	0	0.766	435,000	313385GH3	26429	435,000
Federal National Mtg	USBT	2,734,000	0.536	01/27/2017	2,728,906	06/01/2017	0	0.545	2,734,000	313589GHO	26391	2,734,000
Fund Total and Average		\$ 4,902,265	0.460		\$ 4,896,257		0	0.467	\$ 4,902,265			\$ 4,902,265

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,060,278	0.100	07/01/2013	2,060,278		1	0.100	2,060,278	SYS79012	79012	2,060,278
Federal Home Loan Ba	USBT	349,000	0.760	03/29/2017	348,528	06/01/2017	0	0.771	349,000	313385GH3	26422	349,000
Federal Home Loan Ba	USBT	348,000	0.755	04/26/2017	347,737	06/01/2017	0	0.766	348,000	313385GH3	26430	348,000
Federal National Mtg	USBT	349,000	0.536	01/27/2017	348,350	06/01/2017	0	0.545	349,000	313589GHO	26392	349,000
Fund Total and Average		\$ 3,106,278	0.297		\$ 3,104,893		1	0.300	\$ 3,106,278			\$ 3,106,278

GRAND TOTALS:	\$ 21,318,745	0.381	\$ 21,300,700	0	0.386	\$ 21,318,745	\$ 21,318,745
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*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 05/31/2017



Northern California Power Agency

Treasurer's Report

05/31/2017

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	149,776	0.100	07/01/2013	149,776		1	0.100	149,776	SYS79005	79005	149,776
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	88	0.977	4,168,207	3135GOMZ3	26136	4,170,146
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,454	1.659	4,329,349	3133EGBZ7	26337	4,360,000
Fund Total and Average		\$ 8,679,776	1.256		\$ 8,681,736		773	1.305	\$ 8,647,332			\$ 8,679,922

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,264,797	0.100	07/01/2013	2,264,797		1	0.100	2,264,797	SYS79006	79006	2,264,797
Fund Total and Average		\$ 2,264,797	0.100		\$ 2,264,797		1	0.100	\$ 2,264,797			\$ 2,264,797

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,088,288	0.100	07/01/2013	1,088,288		1	0.100	1,088,288	SYS79013	79013	1,088,288
Fund Total and Average		\$ 1,088,288	0.100		\$ 1,088,288		1	0.100	\$ 1,088,288			\$ 1,088,288
GRAND TOTALS:		\$ 12,032,861	0.934		\$ 12,034,821		558	0.969	\$ 12,000,417.			\$ 12,033,007

*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 05/31/2017

Investment #26337 FFCB Callable anytime



Northern California Power Agency

Treasurer's Report

05/31/2017

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		2,044,966	0.776	07/01/2013	2,044,966		1	0.776	2,044,966	SYS70047	70047	2,044,966
Union Bank of Califo	UBOC	8	0.002	07/18/2013	8		1	0.002	8	SYS70041	70041	8
Federal Home Loan Ba	UBOC	3,100,000	0.625	06/27/2016	3,099,380	06/27/2017	26	0.645	3,099,380	3130A8LC5	26338	3,099,955
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	628	1.220	2,959,426	3135G0ZA4	26248	2,965,180
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	1,125	1.300	2,938,170	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,077,974	1.169		\$ 11,142,496		479	1.000	\$ 11,041,950			\$ 11,110,109
GRAND TOTALS:		\$ 11,077,974	1.169		\$ 11,142,496		479	1.000	\$ 11,041,950			\$ 11,110,109

*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 05/31/2017

Investment #26341 FNMA Callable on 6/30/17 only



Northern California Power Agency

Treasurer's Report

05/31/2017

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		71,678	0.776	07/01/2013	71,678		1	0.776	71,678	SYS70046	70046	71,678
Fund Total and Average		\$ 71,678	0.776		\$ 71,678		1	0.776	\$ 71,678			\$ 71,678
GRAND TOTALS:		\$ 71,678	0.776		\$ 71,678		1	0.776	\$ 71,678.			\$ 71,678

*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 05/31/2017



Northern California Power Agency

Treasurer's Report

05/31/2017

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 05/31/2017



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 8

Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: May 31, 2017 Financial Reports (Unaudited)

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

		May	
		2017	2016
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$	71,678	\$ 71,214
Interest receivable		52	23
Inventory and supplies - at average cost		2,086,783	1,823,151
Prepaid insurance		203,914	-
Due from (to) Agency, net		8,495,746	5,879,239
TOTAL CURRENT ASSETS		10,858,173	7,773,627
RESTRICTED ASSETS			
Cash and cash equivalents		15,309,760	24,598,421
Investments		29,194,279	19,766,373
Interest receivable		51,918	84,125
TOTAL RESTRICTED ASSETS		44,555,957	44,448,919
ELECTRIC PLANT			
Electric plant in service		423,640,289	423,459,198
Less: accumulated depreciation		(65,724,132)	(51,117,321)
		357,916,157	372,341,877
Construction work-in-progress		107,024	100,721
TOTAL ELECTRIC PLANT		358,023,181	372,442,598
OTHER ASSETS			
Regulatory assets		21,236,684	18,927,236
TOTAL OTHER ASSETS		21,236,684	18,927,236
TOTAL ASSETS	\$	434,673,995	\$ 443,592,380

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

	May	
	2017	2016
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 130,585	\$ 75,534
Operating reserves	12,572,857	10,403,716
Current portion of long-term debt	9,950,000	9,480,000
Accrued interest payable	11,316,047	8,464,529
TOTAL CURRENT LIABILITIES	33,969,489	28,423,779
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,715,415	5,491,428
Long-term debt, net	351,332,449	361,797,936
TOTAL NON-CURRENT LIABILITIES	353,047,864	367,289,364
TOTAL LIABILITIES	387,017,353	395,713,143
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	42,317,750	43,350,555
NET POSITION		
Invested in capital assets, net of related debt	(24,340,334)	(22,198,479)
Restricted	19,491,488	19,240,626
Unrestricted	10,187,737	7,486,535
TOTAL NET POSITION	5,338,891	4,528,682
TOTAL LIABILITIES AND NET POSITION	\$ 434,673,994	\$ 443,592,380

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

		Eleven Months Ended May	
		2017	2016
SALES FOR RESALE			
Participants	\$	32,570,396	\$ 26,986,793
Other		13,002,119	36,547,526
TOTAL SALES FOR RESALE		45,572,515	63,534,319
OPERATING EXPENSES			
Operations		14,814,265	27,541,452
Depreciation		13,389,708	13,383,708
Purchased power		2,685,058	4,602,830
Maintenance		3,711,372	6,929,882
Administrative and general		3,822,623	4,120,643
Transmission		346,377	484,650
Intercompany (sales) purchases		241,832	212,822
TOTAL OPERATING EXPENSES		39,011,235	57,275,987
NET OPERATING REVENUES		6,561,280	6,258,332
OTHER REVENUES (EXPENSES)			
Interest expense		(14,605,291)	(14,883,865)
Interest income		220,709	325,963
Other		8,393,566	4,345,218
TOTAL OTHER REVENUES (EXPENSES)		(5,991,016)	(10,212,684)
FUTURE RECOVERABLE AMOUNTS		2,078,854	2,536,521
REFUNDS TO PARTICIPANTS		(277,712)	1,414,522
INCREASE IN NET POSITION		2,371,406	(3,309)
NET POSITION			
Beginning of year		2,967,485	4,531,991
End of period	\$	5,338,891	\$ 4,528,682

**Lodi Energy Center
FY 2017 Operating Costs
As of May 31, 2017**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 5,106,876	\$ 1,818,074	\$ 3,288,802	64%	A
Fixed	3,250,596	3,074,422	176,174	5%	
Administration	226,663	63,881	162,782	72%	
Mandatory Costs	291,357	256,093	35,264	12%	
Inventory Stock	400,000	237,823	162,177	41%	
Routine O&M Costs without Labor	9,275,492	5,450,293	3,825,199	41%	
Labor	4,765,279	4,132,667	632,612	13%	
Total Routine O&M Cost	14,040,771	9,582,960	4,457,811	32%	
Other Costs					B
Fuel	44,100,578	8,077,929	36,022,649	82%	
CA ISO Charges	672,131	346,377	325,754	48%	
CA ISO Purchased Energy	1,702,141	2,685,058	(982,917)	0%	
Debt Service	26,437,261	24,214,917	2,222,344	8%	
Insurance	770,000	609,094	160,906	21%	
Other Costs	56,906	49,879	7,027	12%	
Generation Services Shared	343,414	234,291	109,123	32%	
Administrative & General (Allocated)	2,063,039	1,492,991	570,048	28%	
Power Management Allocated Costs	1,327,566	1,216,936	110,630	8%	
Total O&M Cost	91,513,807	48,510,432	43,003,375	47%	
Projects					C
Operations & Maintenance	30,000	3,968	26,032	87%	
Capital	1,200,000	182,459	1,017,541	85%	
Maintenance Reserve	1,575,000	1,443,750	131,250	8%	
Total Projects	2,805,000	1,630,177	1,174,823	42%	
Annual Cost	94,318,807	50,140,609	44,178,198	47%	
Less: Third Party Revenue					
Interest Income	44,489	180,231	(135,742)	0%	
ISO Energy Sales	68,846,223	12,423,882	56,422,341	82%	
Ancillary Services Sales	1,302,829	578,237	724,592	56%	
Other Income	3,130	4,361,219	(4,358,089)	0%	
	70,196,671	17,543,569	52,653,102	75%	
Net Annual Cost to Participants	\$ 24,122,136	\$ 32,597,040	\$ (8,474,904)	0%	
Total Variable Costs	51,581,726	12,927,438	38,654,288		
Total Fixed Costs	42,737,081	37,213,171	5,523,910		
	\$ 94,318,807	\$ 50,140,609	\$ 44,178,198		

Net Cumulative Generation (MWh)	1,655,765	264,577
Total O&M Cost Per MWh	\$ 55.27	\$ 183.35
Net Annual Cost Per MWh	\$ 14.57	\$ 123.20

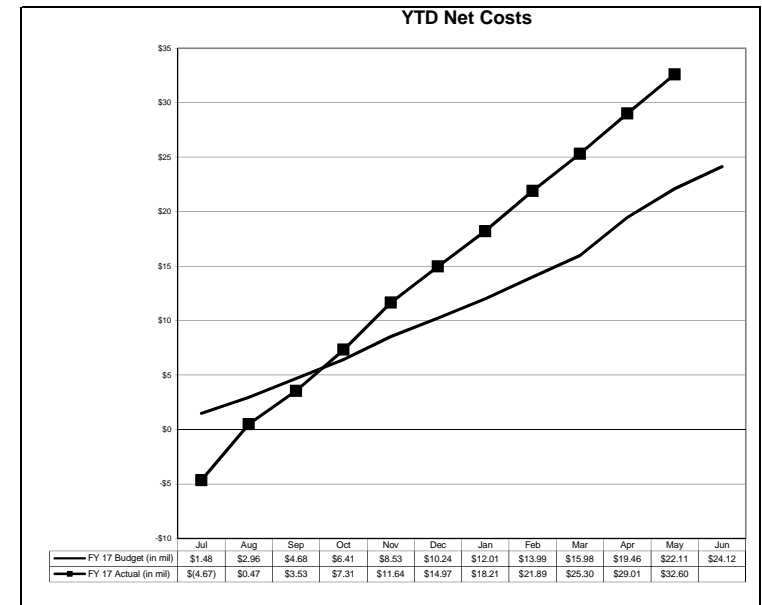
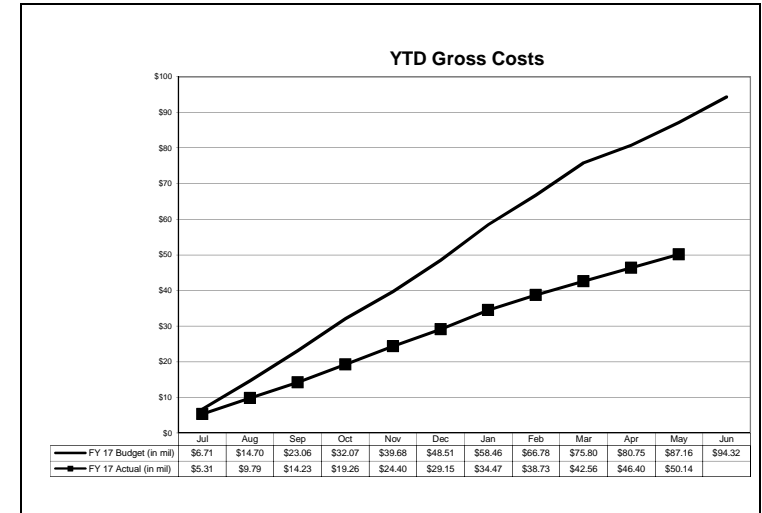
Footnotes:

General - During the month, there were 27 days when the plant was unavailable due to annual plant maintenance.

A - Unplanned payment for cleaning of HRSG tubes, CO catalyst and SCR catalyst related to the HRSG Stack Stratification Correction Project.

B - Higher than budgeted costs due to CA ISO real time settlement resulting in additional market purchases by NCPA and for Participants purchasing energy from CA ISO using LEC as the SC.

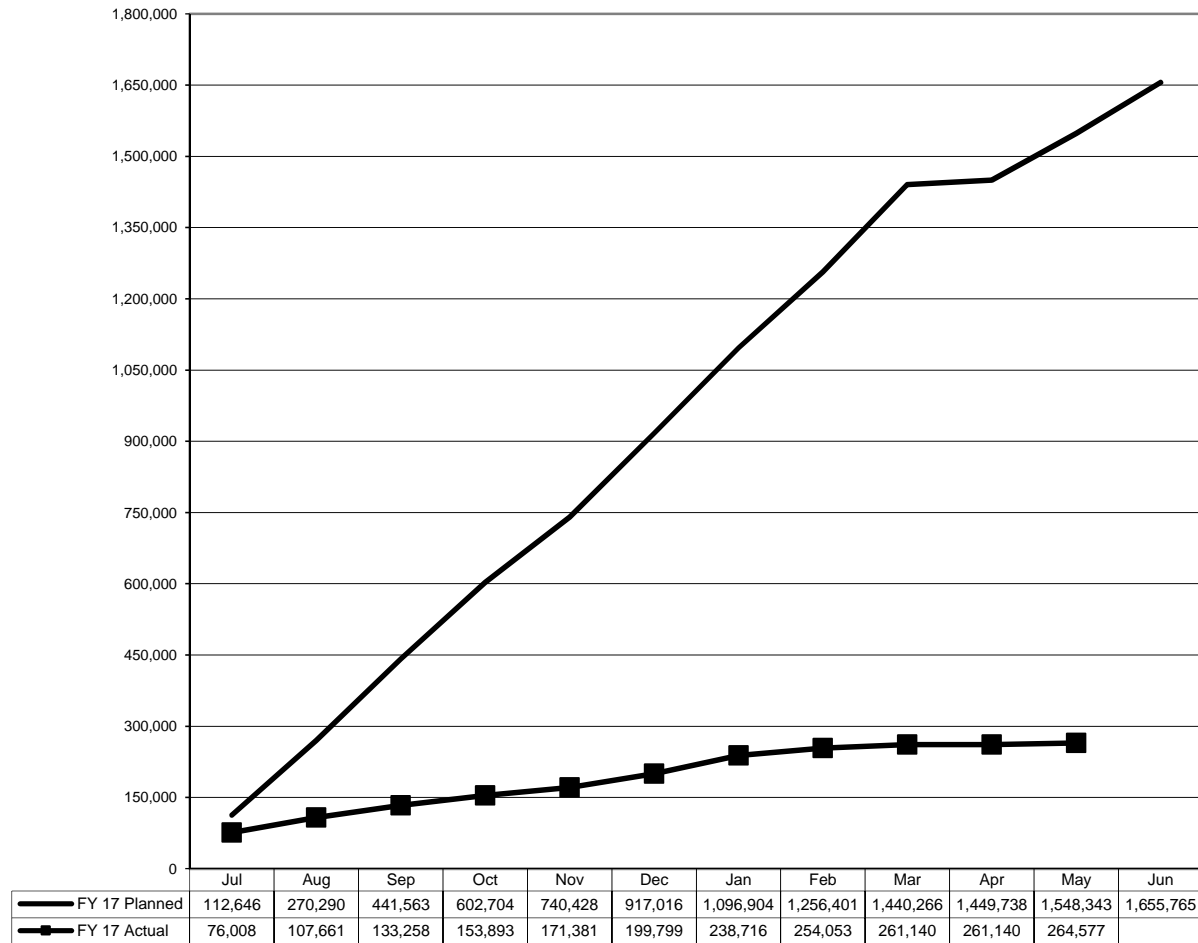
C - Other Income includes PG&E mandated CPUC refund.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2017

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 9

Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
	Actual													Compliance Year 2013
IDENTIFIER	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
HVAC/Water Heater (MT)													86,000	
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	52,178	462,206
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	462,206	462,206
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	
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)	(45,427)	(45,427)

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	0.054
HVAC/Water Heater (MT)												173,000	
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	41,170	500,265
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0	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)	(96,416)	(87,447)	(89,167)	(93,052)	(66,708)	(185,098)	(139,942)	(113,158)	(59,204)	(35,709)	(115,939)	(75,119)	(75,119)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2015 Total
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227
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	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,745	645,326
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	592,071	642,816	642,816
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
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)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
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	826,064	0	826,064
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,398,693	1,502,693	1,502,693	1,502,693	1,560,894	735,205	735,405	735,405
MTA Shortfall (MT)	(42,612)	15,061	(164,923)	(111,415)	(162,552)	(215,405)	(279,441)	(227,025)	(176,960)	(171,961)	(143,134)	(92,589)	(92,589)

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2016
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132
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	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	11,554	211,928
Cumulative MT Obligation (MT)	680,329	690,807	727,398	745,719	747,217	773,432	802,979	815,649	826,047	834,618	843,190	854,744	854,744
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
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)	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
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	0	0	0
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
Cumulative MT Account Balance [MTA] (MT)	946,886	946,886	944,386	913,386	913,386	872,386	872,386	928,986	928,986	928,986	928,986	928,986	928,986
MTA Shortfall (MT)	(266,557)	(256,079)	(216,988)	(167,667)	(166,169)	(98,954)	(69,407)	(113,337)	(102,939)	(94,368)	(85,796)	(74,242)	(74,242)

2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center										
	Actual				Estimated	Estimated	Compliance Year 2017	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total	Charge Code	Source
Energy (MWh)	38,917	15,337	7,086	0	0	1,793	63,133	425,188		Forecast/Meter
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	0	12,908	488,785	3,070,296		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054				MARS
HVAC/Water Heater (MT)										
Monthly MT Emissions (MT)	16,286	6,207	3,188	0	0	697	26,377	1,846,101		derived
Cumulative MT Obligation (MT)	871,030	877,237	880,425	880,425	880,425	881,121	881,121	3,664,443		derived
Compliance Instrument Participant Transfers (to LEC)										
Auction Allowances	0	0	5,000	0	0	0	5,000	2,000,966		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)	0	0	5,000	0	0	0	5,000	2,000,966		
								0		
NCPA Compliance Instrument Purchases (for LEC)								0		
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	964,980		CITSS
Total Monthly Activity (MT)	0	0	5,000	0	0	0	2,390,547	2,462,334		derived
Cumulative MT Account Balance [MTA] (MT)	928,986	928,986	923,986	923,986	923,986	923,986	923,986	923,986		derived
MTA Shortfall (MT)	(57,956)	(51,749)	(43,561)	(43,561)	(43,561)	(42,865)	(42,865)		MTA SHORTFALL	derived

Forecast has been updated through June 2016

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) June 2017																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
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%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	24,608	58,302	2,367	301,385	17,352	14,512	82,930	17,934	94,647	6,939	23,567	227,469	18,255	890,268		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	29,969	70,754	3,643	333,572	25,194	20,383	116,691	32,078	114,878	7,782	28,609	274,215	23,490	1,081,258		derived
MTA Shortfall (MT)	(5,361)	(12,451)	(1,276)	(32,187)	(7,842)	(5,870)	(33,761)	(14,145)	(20,231)	(842)	(5,042)	(46,747)	(5,235)	(190,990)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	13.95	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
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	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: June 8, 2017

Meeting Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: Univar USA, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All NCPA facilities

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 \$1,200,000 and amending the Purchase List to include additional chemicals available for purchase for use at all NCPA facility 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 Geothermal facilities are required to abate hydrogen sulfide in the steam and condensate to meet air emission permit requirements. Geo staff has determined it beneficial to switch chemicals for use in the Stretford abatement system. Further a new method of cleaning heat exchanger tubes using a chemical can be done on line, thus avoiding a multiple day outage for this maintenance.

In May 2015, an amendment was approved by the Commission to increase the agreement to \$500,000. This amendment was never executed.

Staff seeks to amend the agreement to add additional chemicals to the purchase list. In addition, staff seeks to make this purchase agreement available for use at all facilities owned and/or operated by NCPA and to increase the not-to-exceed amount from \$250,000 to \$1,200,000.

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, Nalco Company, Aries Tek, Brenntag Pacific, Sierra Chemical, and Thatcher Company of CA 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

Total cost of the agreement is not-to-exceed \$1,200,000 over five years 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 of the California Environmental Quality Act. No environmental review is necessary.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (2)

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

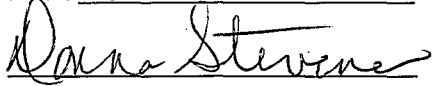
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA INC.

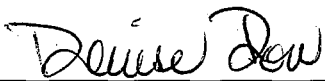
Date: 3-13-13

Date: _____

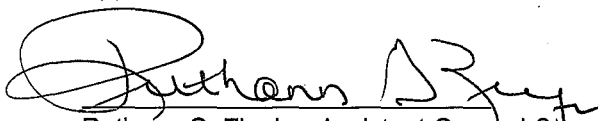

86 JAMES H. POPE, General Manager

AUTHORIZED REPRESENTATIVE

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Ruthann G. Ziegler, Assistant General Counsel

Linda Stone

From: Jim Pope
Sent: Wednesday, March 13, 2013 11:19 AM
To: *All HQ Staff
Subject: Signature Authority

Donna Stevener will have signature authority on my behalf through Friday, March 15, 2013.

Thank you,

Jim Pope

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:															
INSURED UNIVAR USA INC 17425 NE Union Hill Road Redmond WA 98052-3375 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B: ACE Property & Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER C: Insurance Company of the State of PA</td><td>19429</td></tr><tr><td>INSURER D: Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: ACE Property & Casualty Insurance Co.	20699	INSURER C: Insurance Company of the State of PA	19429	INSURER D: Illinois National Insurance Co	23817	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 570049016946** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL2802979	03/01/2012	03/01/2013	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$3,000,000
							GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COMP/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			CA 4806893	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			Commercial Auto (AOS)	03/01/2012	03/01/2013	BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS			CA 4806894	03/01/2012	03/01/2013	BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS			Commercial Auto (MA)	03/01/2012	03/01/2013	PROPERTY DAMAGE (Per accident)
				CA 4806895			
				Commercial Auto (VA)			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		XOOG25914922	03/01/2012	03/01/2013	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		SIR applies per policy terms & conditions			AGGREGATE \$2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$500,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC001591220	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	(AOS)	03/01/2012	03/01/2013	E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC001591223			E.L. DISEASE-EA EMPLOYEE \$1,000,000
				(WI)			E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Northern California Power Agency
Attn: Pam Ramirez
PO Box 663
Middletown CA 95461 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED UNIVAR USA INC	
POLICY NUMBER See Certificate Number: 570049016946			
CARRIER See Certificate Number: 570049016946	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				CA 4806890 Truckers Liability (AOS)	03/01/2012	03/01/2013	Combined Single Limi	\$5,000,000
A				CA 4806891 Truckers Liability (MA)	03/01/2012	03/01/2013		
A				CA 4806892 Truckers Liability (VA)	03/01/2012	03/01/2013		
	WORKERS COMPENSATION							
A		N/A		WC1591222 (CA, OR, OH, WA) SIR applies per policy terms & conditions	03/01/2012	03/01/2013		
C		N/A		WC001591221 (FL)	03/01/2012	03/01/2013		



**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 _____, 2017.

WHEREAS, the Parties entered into a five year Multi-Task Agreement for the Purchase of Equipment, Materials, and Supplies 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 of the Agreement to include delivery of equipment, materials and supplies to all other NCPA 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 \$1,200,000; and

WHEREAS, the Agency now desires to amend the Agreement to add the requirement for Pollution Insurance as may be necessary; and

WHEREAS, the Agency now desires to amend the Agreement to add additional Miscellaneous provisions; 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 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 ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) 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. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 4 of the Agreement is unchanged.

3. **Section 5-Insurance Requirements** of the Agreement is amended to add the following provision:

- 5.6 **Pollution Insurance.** If Supplier's Work involves its transporting hazardous materials, then Supplier shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed five hundred thousand dollars (\$500,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Supplier shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

The remainder of Section 5 of the Agreement is unchanged.

4. **Section 8-Miscellaneous Provisions** of the Agreement is amended to add the following provisions:

- 8.8 **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.
- 8.9 **Amendments.** The Parties may amend this Agreement only by a writing signed by all of the Parties.
- 8.10 **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.

8.11 **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.

8.12 **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.

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

Supplier 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.*

8.14 **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.

8.15 **Notices.** Any written notice to Supplier shall be sent to:

Univar USA, Inc.
17425 NE Union Hill Road
Redmond, WA 98052

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

8.16.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

- 8.16.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 8.16.3 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.
- 8.16.4 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.
- 8.16.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 8.16.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy 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.*
- 8.17 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 8.18 **Certification as to California Energy Commission.** As requested by the Agency, Supplier has previously executed Exhibit B, attached hereto and incorporated herein.
- 8.19 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** As requested by the Agency, Supplier has previously executed Exhibit C, attached hereto and incorporated herein

The remainder of Section 8 of the Agreement is unchanged.

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

SARA STEWART, General Manager

Attest:

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 listed Goods to Agency at any one of its facility locations:

Chemical
Peroxide
Caustic Soda 15%
Soda Ash Dense
Lime 90%
Mag Ox 36%
Sulfuric Acid 93%
Sodium Hypochlorite 12.5% (Bleach)
Magnesium Sulfate 30%
Sodium Bisulfite 12% (Nalco PC7408)
Phosphoric Acid 70% (Nalco PC 185)
Aqua Ammonia
Sodium Hydroxide 15%
Additional products not listed above to be provided as requested in writing by NCPA facilities.

Supplier's deliveries shall be made by a vehicle suitably constructed to contain chemicals meeting Agency's product specifications. All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve months. Pricing for goods shall be quoted by Supplier at the time the product is requested. Total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount as set forth in Section 4 (Compensation) of this Agreement.



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Date: June 8, 2017

Meeting Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: RADCO Communications LLC – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with RADCO Communications LLC for communication maintenance services related to microwave tower communications, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background

Communication maintenance services relating to microwave tower communication system projects including passive repeater maintenance, and other miscellaneous communication maintenance tasks are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. RADCO Communications LLC is a provider of these services and has previously provided communication maintenance services to the NCPA facilities.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA attempts to seek bids from multiple qualified providers and will enter into additional enabling agreements as needed. 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 the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years 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.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with RADCO Communications LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RADCO COMMUNICATIONS 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") a RADCO Communications LLC corporation with its office located at 450 US Highway 395 North, Carson City, NV 89704 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **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. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within

the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** one million dollars (\$1,000,000) 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 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, to Agency's reasonable satisfaction;
- 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
AcctsPayable@ncpa.com

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 omitted.
- 4.5 **All Policies Requirements.**
- 4.5.1 **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 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 **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.
- 4.5.3 **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.
- 4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6 **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.
- 4.7 **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.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, 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, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor 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.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

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 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** 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 the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the

applicable determination of the Director can be found on the web at:
<http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

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 under 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 this 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, 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. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), 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, consultants, 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 the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and 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. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will 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. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have 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 equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, 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 site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 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 shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCLPA or SCLPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

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:

Robert Davidson, President
RADCO Communications LLC
450 US Highway 395 North
Carson City, NV 89704

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 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 remedy 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, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any

conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order 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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

RADCO COMMUNICATIONS LLC

Date_____

Date_____

RANDY S. HOWARD, General Manager

ROBERT DAVIDSON, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

RADCO Communications LLC ("Contractor") as requested by Northern California Power Agency ("Agency") and any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Tower maintenance;
- Passive repeater maintenance;
- Tower climbing and antenna positioning;
- Other communication system maintenance services.

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 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



Rate Sheet

Radco Communications, LLC

450 US Hwy 395 North

Carson City, NV 89704

Phone: 775-826-6338 Fax: 775-826-6355

Job/Site Name:	NCPA, Calaveras County Locations
Date:	5/8/2017
Client:	NCPA
	477 Brett Harte Drive
	Murphys, CA 95247
	ATTN: Tracy Kves
Contractor Contact:	ROBERT DAVIDSON

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE
Laborer	Man Hour	\$ 77.50	\$ 96.00
Cement Mason	Man Hour	\$ 88.20	\$ 109.50
Communications Technician	Man Hour	\$ 85.00	\$ 107.50
Iron Worker	Man Hour	\$ 99.35	\$ 126.25
Operating Engineer	Man Hour	\$ 112.00	\$ 140.00
Electrician	Man Hour	\$ 85.00	\$ 107.50
Truck w/ Tools	Day	\$ 150.00	\$ 150.00
Per Diem	Per Day /Employee	\$ 125.00	\$ 125.00
Clarifications:			
Materials required to be billed at Cost + 15%.			
Rates based on 8 hour work days not to exceed 40 hours per work week.			
Rates based on Calaveras County Prevailing Wage Determinations dated 8/22/16.			

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are 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,

(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 RD., 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 D – NOT APPLICABLE

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.

EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 12

Date: June 8, 2017

Meeting Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: Stantec Consulting Services Inc. – Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task Consulting Services Agreement with Stantec Consulting Services, Inc. for engineering consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background

Engineering consulting services relating to project support and plant operations including civil, electrical, mechanical, geotechnical, and structural engineering, and other miscellaneous consulting tasks are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Stantec Consulting Services, Inc. is a provider of these services, and has previously provided consulting services to the NCPA facilities under their former name of MWH Americas.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place enabling agreements for similar services including GHD, Sage Engineers and Condor Earth Technologies. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. 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 the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years 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.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Stantec Consulting Services, Inc.



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND STANTEC CONSULTING SERVICES, INC.

This agreement for consulting 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 Stantec Consulting Services Inc., a corporation with its office located at 2121 N. California Blvd, Suite 600, Walnut Creek, CA 94596 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 201_ ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Services"), 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 Consultant completes the Services, or no later than five (5) year from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to customarily acceptable professional standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. 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, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the

Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** one million dollars (\$1,000,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant'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 Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 **Invoices.** Consultant 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;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries 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, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 **Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services 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 Consultant.

- 2.3 **Payment of Taxes.** Consultant 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 Services.** The Consultant is not authorized to perform any Services 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.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, 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 Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant 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.** Consultant 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 Consultant. 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.** Consultant 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

Consultant, 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. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant 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. Consultant 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 Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant 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 Consultant, its employees, agents and subcontractors.

4.6 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services 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. Consultant shall also ensure that all workers involved in the provision of Services 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 CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, and employees from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall 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.

Notwithstanding the foregoing, in the event that Consultant defends the Agency and it is ultimately determined or agreed to that the Consultant was either not negligent or was only partially negligent with respect to the loss, liability, claim, suit, action or damages, the Agency agrees that it shall promptly reimburse Consultant for such proportion of the Consultant's costs incurred in defending the Agency that it is not attributable to the negligence of the Consultant and is attributable to the Agency's negligence.

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify, defend and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of or pertain to, or relate to such claims, whether directly or indirectly due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any

penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

- 6.2 **Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant 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 Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant 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, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's reasonable satisfaction.
- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Consultant 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.** Consultant 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.** Consultant represents and warrants to Agency that Consultant 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.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant 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 Consultant shall survive the termination of this Agreement.

- 8.4 **Options upon Breach by Consultant.** If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' prior written notice to remedy the breach. On termination of this Agreement, the Agency shall forthwith pay Consultant any uncontested amounts for the Services performed to the date of termination. Non-payment by the Agency of Consultant's uncontested invoices within sixty (60) days of Agency's receipt thereof is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency, upon payment in full of all uncontested monies owed to Consultant, shall retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement and shall have the right to retain a different consultant to complete the Services not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency upon payment in full of all uncontested monies owed to Consultant. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless first approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services 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 Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant 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. To the extent permitted by applicable law, notwithstanding the foregoing, the Agency's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- 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, consultants, 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.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), 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, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **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.

10.2 **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.

- 10.3 **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.
- 10.4 **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.
- 10.5 **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.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant 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.*
- 10.7 **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.
- 10.8 **Notices.** Any written notice to Consultant shall be sent to:

Craig Harris, VP of Energy
Stantec Consulting Services Inc.
1560 Broadway Street
Denver, CO 80228
Phone: 650-322-2633

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 10.9 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.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** 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.
- 10.11.4** 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.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** 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.*

- 10.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 **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.
- 10.14 **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.
- 10.15 **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. However, should Consultant provide Services to an Agency member, SCCPA and/or a SPCPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.
- 10.16 Neither the Agency nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.
- 10.17 It is further agreed that the total amount of all claims the Agency may have against Consultant under an Individual Purchase Order or arising from the performance or non-performance of the Services called for by a specific Individual Purchase Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$2,000,000.

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

NORTHERN CALIFORNIA POWER AGENCY

STANTEC CONSULTING SERVICES INC

Date_____

Date_____

RANDY HOWARD, General Manager

CRAIG HARRIS, VP of Energy

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

Stantec Consulting Services, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Engineering Consulting;
- Civil, Electrical, Mechanical, Geotechnical, and Structural Engineering;
- Development of Construction Drawings, Plans, Specifications, Technical Documents, Reports and Presentations;
- Construction Management; and
- Other Miscellaneous Engineering Tasks.

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 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

2017 HOURLY RATE SCHEDULE

The basis of payment will be the CONSULTANT's rate schedule as set forth below. The rates provided below shall be in effect from January 1, 2017 to December 31, 2017 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

Hourly Personnel Charges

TECHNICAL/ADMINISTRATIVE STAFF Hourly Rate	
Junior Technician or Drafter	\$111
Technician or Drafter	126
Designer	142
Clerk Typist/Data Processor	95
Project Administrator	101
PROFESSIONAL STAFF (Engineer, Geologist, Scientist, etc.)	
Assistant Professional (Intern)	\$113
Associate Professional	127
Professional	137
Senior Professional I	149
Senior Professional II	170
Supervising Professional I	184
Supervising Professional II	204
Principal Professional I	237
Principal Professional II	268
Senior Company Officer/Subject Matter Expert	319

All personnel time involving expert or witness testimony, or other participation in a judicial proceeding involving the Client, as requested by Client, during or after completion of the scope of services, will be charged at 1.5 times the hourly rates stated herein. Compilation of data and documents, review and preparation time will be charged at the normal hourly rates in effect at time such services are rendered and requested by Client.

Charges for contract personnel using Stantec facilities will be made according to the hourly rate corresponding to their classification. Special project accounting report and financial services, including submission of invoice support documentation, which are not normally provided to Client, will be charged at the rate of \$60 per hour.

Expenses

1. Project related expenses are charged at cost plus 10 percent.
2. Project subcontracts are charged at cost plus 10 percent.
3. Other expenses directly identifiable to the project, including but not limited to the following examples, will be charged at cost plus 10 percent: equipment or sample shipping; special supplies (drafting and

printing, photos, reference materials, expendable materials such as containers and chemicals); personal expenses (such as travel, personal vehicle mileage, subsistence and vehicle rental costs incurred on project activities); outside report reproduction; and licenses, permits, insurance, special fees, etc.

4. Field or specially equipped vehicles are charged at an hourly rate of \$12.00.
5. Associated Project Costs (including general computer equipment, word processing equipment and software, telephone, telex, facsimile, general photocopying, and postage) will be charged at \$11.50 per labor hour.
6. When required, per diem will be charged at the prevailing geographic rate.
7. Use of computer and Computer Aided Drafting/Design (CADD), Geographic Information Systems (GIS), and similar specialty modeling and computer applications for engineering and scientific analyses will be charged at \$18.00 per hour.

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 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.

2814660.2



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 13

Date: June 8, 2017

Meeting Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: Global Diving and Salvage, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with Global Diving and Salvage, Inc. for underwater diving and confined space entry maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background

Underwater diving and confined space entry maintenance services, and other miscellaneous diving services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Global Diving and Salvage, Inc. is a provider of these services, and has previously provided diving services to the NCPA facilities.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place enabling agreements with Ballard Diving and Salvage and DRS Marine for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. 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 the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years 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.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Global Diving and Salvage Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GLOBAL DIVING AND SALVAGE, 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 Global Diving and Salvage, Inc., a corporation with its office located at 3840 W. Marginal Way SW, Seattle, WA 98106 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **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. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within

the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** one million dollars (\$1,000,000) 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 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, to Agency's reasonable satisfaction;
- 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
AcctsPayable@ncpa.com

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.

4.2.4 **Marine General Liability Insurance.** Contractor shall maintain marine general liability insurance for the term of this Agreement, 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. Coverage should be on "an occurrence" basis covering comprehensive Marine Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.3 **Additional Insurance**

4.3.1 **Maritime Pollution Liability.** Contractor shall maintain Maritime Pollution liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000 with a \$10,000 deductible per occurrence.

4.4 **Professional Liability Insurance.** Intentionally omitted.

4.5 **All Policies Requirements.**

4.5.1 **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 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 **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.

4.5.3 **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.

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

- 4.6 **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.
- 4.7 **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.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, 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, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor 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.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

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 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** 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 the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be

made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

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 under 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 this 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, 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.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), 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, consultants, 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 the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and 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. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will 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. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have 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 equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, 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 site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 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 shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCLPA or SCLPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

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:

Kevin J. Pehle
General Manager
Global Diving and Salvage, Inc.
1080 Nimitz Ave, Suite 440
Vallejo, CA 94592

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:

General Counsel

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 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 remedy 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, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order 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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

GLOBAL DIVING & SALVAGE, INC.

Date_____

Date_____

RANDY HOWARD, General Manager

KEVIN J PEHLE, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Global Diving & Salvage, Inc. ("Contractor") as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, Agency Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Underwater maintenance and inspection
- Tunnel intake debris removal
- Dam low level outlet debris removal
- ROV inspections
- Fish screen and trash rack inspection and cleaning
- Dam low level outlet gate, stem and stem guide inspection, adjustment and maintenance
- Buoy anchor maintenance
- Bathymetric surveys
- Confined space entry maintenance services

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 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

See attached rate sheet for personnel effective October 1, 2016 and current equipment rate sheet effective July 27, 2016. Rate sheets are determined by collective bargaining agreement and are subject to change.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are 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.



**CALIFORNIA REGION
MARINE AND ENVIRONMENTAL SERVICES TARIFF
Effective: 10/01/2016**

Charges for personnel and equipment will commence as soon as a written or verbal authorization to proceed is received by Global and will include the time required to mobilize personnel and equipment from Global's facility(ies) to the project site. Charges cease at the conclusion of the operation when personnel and equipment are demobilized, returned to the operations center and equipment is cleaned and restocked.

*** See working rules and notes on reverse side***

Classification	ST/HR	OT/HR	DT/HR	Classification	ST/HR	OT/HR	DT/HR
General				Diving - Southern California			
Project Manager	\$ 150.00	\$ 210.00	\$ 270.00	Superintendent	\$ 118.00	\$ 155.00	\$ 191.00
Assistant Project Manager	\$ 100.00	\$ 145.00	\$ 185.00	Diver	\$ 191.00	\$ 257.00	\$ 323.00
Project Engineer	\$ 120.00	\$ 180.00	\$ 200.00	Standby Diver	\$ 109.00	\$ 142.00	\$ 175.00
Designer	\$ 85.00	\$ 85.00	\$ 85.00	Tender	\$ 108.00	\$ 140.00	\$ 171.00
Project Accountant	\$ 60.00	\$ 70.00	\$ 80.00	Pilebuck	\$ 102.00	\$ 132.00	\$ 162.00
ICS Personnel (Planning, Logistics)	\$ 90.00	\$ 90.00	\$ 90.00	Certified Welder	\$ 104.00	\$ 135.00	\$ 165.00
Mechanic	\$ 44.00	\$ 60.00	\$ 78.00	Rockslinger	\$ 102.00	\$ 132.00	\$ 162.00
Shop/Travel	\$ 40.00	\$ 50.00	\$ 62.00	Travel	\$ 100.00	\$ 128.00	\$ 157.00
Salvage				Diving - Northern California			
Salvage Master	\$ 203.00	\$ 284.00	\$ 365.00	Dive Supervisor	\$ 231.00	\$ 305.00	\$ 378.00
Salvage Engineer	\$ 150.00	\$ 210.00	\$ 270.00	Asst. Dive Supervisor	\$ 230.00	\$ 303.00	\$ 376.00
Salvage Superintendent	\$ 202.00	\$ 268.00	\$ 334.00	Diver	\$ 229.00	\$ 301.00	\$ 373.00
Salvage Foreman	\$ 127.00	\$ 164.00	\$ 200.00	Standby Diver	\$ 139.00	\$ 174.00	\$ 211.00
Salvage Crewman	\$ 116.00	\$ 148.00	\$ 180.00	Tender	\$ 137.00	\$ 172.00	\$ 207.00
Environmental				Pilebuck	\$ 129.00	\$ 161.00	\$ 193.00
Supervisor	\$ 62.00	\$ 86.00	\$ 110.00	Rack Operator	\$ 137.00	\$ 172.00	\$ 207.00
Foreman	\$ 52.00	\$ 70.00	\$ 90.00	Rack Operator(Mixed gas)	\$ 146.00	\$ 185.00	\$ 224.00
Remediation Technician				EMT Technician	\$ 137.00	\$ 172.00	\$ 207.00
(HAZWOPER)	\$ 51.00	\$ 71.00	\$ 91.00	Travel	\$ 116.00	\$ 145.00	\$ 174.00
Skilled Laborer (HAZWOPER)	\$ 44.00	\$ 60.00	\$ 78.00	Remote Operated Vehicle (ROV)			
Vessel Operator	\$ 58.00	\$ 78.00	\$ 100.00	ROV Supervisor	\$ 139.00	\$ 176.00	\$ 212.00
Heavy Equipment Operator	\$ 56.00	\$ 76.00	\$ 98.00	ROV Operator	\$ 136.00	\$ 172.00	\$ 207.00
				ROV Tender	\$ 128.00	\$ 161.00	\$ 193.00

Dive Services - Premium Charges

Depth Premium

In addition to the rates listed above, depth premium is charged when the diver's depth exceeds 50 feet of sea water. Charges will be based on a per foot, per dive, per diver schedule. Depths will be ascertained mechanically, and based on mean sea level.

Depth	Rate
51- 100'	\$4/FT
101-150'	\$5.5/FT
151-220'	\$7.5/FT
Beyond 221'	Negotiable

Penetration Premium

Penetration is defined as a dive that requires a diver to access an area that is both a physically confining space and one in which there is no direct access to the surface or bell for recovery of the diver from the water by the tender. Charges will be based on a per day, per dive, per diver schedule. A second diver acting as an in-water tender may be required, and will be invoiced at appropriate rates.

Penetration	
1-300'	\$1.75/FT/dive
Beyond 300'	\$3.50/FT/dive

Notes:

- 1 **Straight Time (ST); Overtime (OT); Premium Time (PT); and Standby**
ST: Any work performed M-F between the hours of 0700 - 1600.
OT: Any work performed for the first four (4) hours M-F between 1600-0700 and the first twelve (12) hours worked on Saturdays. Will be charged for the first 4 hours worked Monday - Friday outside of 0700 - 1530. Overtime will also be charged
PT: Any work subject to OT charges performed M-F in excess of two (2) hours, any work performed in excess of eight (8) hours on Saturdays, all work on Sundays and recognized Holidays.
Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday Following Thanksgiving Day, and Christmas Day. Holidays which fall on a Saturday will be observed on the previous Friday and holidays which fall on a Sunday will be observed on the following Monday.
All hourly personnel rates subject to a 1.5x charge during OT and 2x charge during PT.
Applicable OT and PT rates may continue to apply until eight (8) consecutive hours are spent off shift or a relief crew is mobilized at the sole expense of customer/client.
Standby: Any standby days or shifts are subject to full personnel charges and hourly minimums as if services were provided.
- 2 **Hourly minimums**
All personnel charges subject to a minimum eight (8) hour charge.
All personnel charges subject to a minimum twelve (12) hour charge per day for projects requiring more than one calendar day on site.
Diving personnel charges, when recompression is required, are subject to a minimum eight (8) hour charge.
- 3 **Number and type of personnel**
Global will determine, at its sole discretion, the appropriate number and type of personnel to perform services based upon the scope of work and any applicable federal, state, or local law or regulation, industry standard, or Global's policies and procedures concerning safety.
- 4 **Lodging, sustenance, and mileage**
Per diem will be charged per person per day at the applicable CONUS rates and mileage at the applicable IRS mileage rate. Per diem, mileage, and all other incidental travel, lodging, and sustenance costs will be charged at cost and are subject to a twenty percent (20%) administrative fee.
- 5 **Special shifts**
Special shifts, establishing varying ST, OT, and PT charges may be arranged under circumstances for pre-planned projects and if agreed to in writing by Global.
- 6 **Prevailing wages**
Rates include prevailing wage rates for diving personnel only. Projects requiring the payment of prevailing wage rates and working rules may be subject to additional charges and minimums as required if utilizing environmental personnel.
- 7 **Third party costs**
All third party costs incurred by Global, including but not limited to: subcontractors, vendors, suppliers, materials, additional insurance premiums, and surety bond fees will be charged at cost plus a minimum twenty percent (20%) administrative fee.
- 9 **Taxes**
All charges are subject to applicable federal, state, and local taxes.

ALL OPERATIONS WILL BE CONDUCTED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, INDUSTRY STANDARDS, AND GLOBAL'S POLICIES AND PROCEDURES CONCERNING SAFETY. GLOBAL SHALL HAVE STOP-WORK AUTHORITY IF, IN GLOBAL'S SOLE DISCRETION, AN OPERATION CANNOT BE PERFORMED SAFELY.

Global reserves the right to increase published tariff rates if necessary due to increased insurance premium(s), liability, and other costs. Global will provide advance written notice where feasible.

3840 West Marginal Way SW • Seattle, Washington 98106 • 24 hours a day - 206-623-0621 • www.gdiving.com • Fax 206-932-9036





GLOBAL
EQUIPMENT & MATERIALS TARIFF
Updated: 7/27/16

Diving Equipment and Support Equipment	UOM	Rate
Dive Control Van - Surface Supplied Air, 10'	Day	\$420
Dive Control Van - Surface Supplied Air, 20'	Day	\$525
Dive Control Van - Surface Supplied Mixed Gas/Deep Air	Day	\$525
Mobile Fly Away Dive Station - Surface Supplied Air	Day	\$158
Surface Supplied Dive Station	Day	\$158
Bell Bounce System - to 300 FSW	Quote	Quote
Saturation Dive System I - 4 Man to 600 FSW	Quote	Quote
Saturation Dive System II - 6 Man to 850 FSW	Quote	Quote
Saturation Dive System III - 6 Man to 1,000 FSW	Quote	Quote
Saturation Dive System IV - 6 Man to 1,000 FSW	Quote	Quote
Surface Dive Launch & Recovery System (LARS) with HPU, Bell and Clump	Day	\$525
Surface Dive Launch & Recovery System (LARS) with HPU, Stage and Clump	Day	\$473
High Pressure NITROX Compressor	Day	\$210
Quincy Air Compressor CAT I (210, 216, 310 or 325 Series) - Diesel	Day	\$95
Quincy Air Compressor CAT II (350, 370, or 390 Series) - Diesel	Day	\$105
Quincy Air Compressor CAT III (5120 Series) - Diesel	Day	\$158
High Pressure Breathing Air Compressor - Electric	Day	\$105
Quincy Air Compressor CAT I (325 Series) - Electric	Day	\$68
Quincy Air Compressor CAT II (350, 370, or 390 Series) - Electric	Day	\$95
Quincy Air Compressor CAT III (5120 Series) - Electric	Day	\$142
Recompression Chamber - IMCA Type 54"- 60" Deck Chamber	Day	\$525
Recompression Chamber - Standard 54"- 60" Deck Chamber	Day	\$315
Recompression Chamber Van - IMCA Type 54"-60" Chamber	Day	\$630
Recompression Chamber Van - Standard 54"-60" Chamber	Day	\$420
Bottle Rack - 6 Pack	Day	\$11
Bottle Rack - 16 Pack	Day	\$26
HAZMAT Diving Gear - Each Diver Dress	Day	\$105
Hot Water Diving Dress - Each Diver Dress	Day	\$26
Potable Water Diving Dress - Each Diver Dress	Day	\$263
Dive Umbilical with Video	Day	\$79
Hot Water Dive Umbilical with Video	Day	\$89
Survey DVD's (Video and Still Images)	Each	\$58
Underwater Stand alone Light - 250 watt	Day	\$26
Underwater Stand alone Light - 1,000 watt	Day	\$86
Video Survey (DVR/Monitor/Video Cable/Camera/Light)	Day	\$184
Black Water Camera System (Clear Water Box)	Day	\$184
Mag Particle UV Light	Day	\$137
Mag Particle Yoke	Day	\$79
Underwater NDT Ultrasonic Thickness Gauge	Day	\$126
Underwater Digital Camera	Day	\$184
DAN O2 Kit	Day	\$5
Expendables (Dive Gases, Discs, Patch Materials, DC Plugs, etc.)	Each	Cost + 20%
First Aid Kit	Day	\$5
Hot Water Heater - Small Diesel	Day	\$131
Hot Water Heater - Large Diesel	Day	\$152
Hot Water Manifold	Day	\$13
Propeller (Wheel) Kit (Rope/Wire Removal Tools)	Day	\$26
Underwater Cable Locator	Day	\$420
Underwater Metal Detector	Day	\$158
Jet Hose - 2.5" 500 PSI - 50' section	Sect/Day	\$32
Jet Nozzle - 2.5" Zero Thrust	Day	\$22
Jet Pump - 3" 1 Stage 125 PSI	Day	\$84
Jet Pump - 4" 1 Stage 180 PSI	Day	\$126

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Jet Pump - 4" 2 Stage 225 PSI	Day	\$189
Jet Pump - 6 x 3 Stage 350 PSI/1,000 GPM	Day	\$347
Hydroblaster - 20,000 PSI	Day	\$604
Hydroblaster Hose - 20,000 PSI - 50' Section	Sect/Day	\$79
Hydroblaster Zero Thrust Gun - 20,000 PSI	Day	\$105
Manta Ray Anchor Installation Package	Day	\$525
Pressure Washer - 3,000 PSI	Day	\$126
Pressure Washer - 5,000 PSI	Day	\$231
Pressure Washer Hose - 3,000-5,000 PSI - 50' Section	Sect/Day	\$16

Salvage / Marine Casualty Response	UOM	Rate
Diaphragm Pump - 2" 180 GPM	Day	\$58
Diaphragm Pump - 3" 255 GPM	Day	\$68
Peristaltic Pump - 2"	Day	\$147
Pressure Pump - 2.5"	Day	\$84
Salvage Blower - Low Pressure High Volume 10PSI/1,150 CFM	Day	\$315
Submersible Pump - 2.5" Stanley 450 GPM	Day	\$68
Submersible Pump - 2" Marco Hydraulic 400 GPM	Day	\$89
Submersible Pump - 4" Electric 600 GPM	Day	\$210
Submersible Pump - 4" Marco 1,000 GPM	Day	\$105
Submersible Pump - 6" Tsurumi Electric 1,600 GPM	Day	\$273
Trash Pump - 2" Gas/Diesel 210 GPM	Day	\$53
Trash Pump - 3" Gas/Diesel 400 GPM	Day	\$79
Trash Pump - 4" Gas/Diesel 600 GPM	Day	\$105
Waterous Floto Pump - 2" 140 GPM	Day	\$74
Well Pump - 2.5" Grundfos Submersible (3PH) - 35 GPM	Day	\$79
Hot Tap System - 1"- 2" Small (Requires Hyd. Powerpack)	Day	\$263
Hot Tap System - 2"-8" Large (Requires Hyd. Powerpack)	Day	\$473
Hot Tap System - Hole Saw Bits	Each	Cost + 20%
Landing Plate Assemblies	Each	Cost + 20%
Annular Water Injection System	Day	\$158
Desmi DOP 200 Dual Pump - 290 GPM	Day	\$210
Desmi System Hyd. Power Unit DOP 200 Dual & 100' Umbilical	Day	\$945
Heat Exchangers	Day	\$1,260
Landing Plate Assemblies	Each	Cost + 20%
Underwater Defueling - Heat Transfer System (Requires Boiler)	Day	\$420
Underwater Digital Tank Differential Pressure (ΔP) Sensor System	Day	\$131
Airlift - 8"	Day	\$42
Airlift - 16"	Day	\$63
Airlift - 24"	Day	\$263
Portegee Dredge - 8"	Day	\$42
Lift Bags - up to 0.5 Ton	Day	\$37
Lift Bags - 0.5 to 2 Tons	Day	\$63
Lift Bags - 2 Tons to 10 Tons	Day	\$210
Damage Control Kit (DC Plugs, Wedges, Shims, U/W Epoxy, etc.)	Day	\$42
Davit - 2,500#	Day	\$32
Materials (Consumed)	Each	Cost + 20%
Patch Kit (Neoprene, Contact Cement, Plywood, Hardware, etc.)	Day	\$26
Polution Dome	Day	\$79
Project Support Van - 20' with Workbench, Rigging, Tools, etc.	Day	\$168
Salvage Assessment Kit	Day	\$116
Small Cofferdams - Various Sizes	Each/Day	\$26
Underwater Defueling Kit	Day	\$79

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The MPC Lightering Systems are owned by Marine Pollution Control, Detroit, MI, and are part of the MPC Worldwide Pumping Equipment Network. Global Diving & Salvage is the Agent/Operator of this equipment in the Pacific Northwest. MPC 6" Submersible Lightering System includes ancillary gear, 200' hose

MPC 6" CCN	Day	\$3,528
MPC 6" CCN	Stby Day	\$2,352
MPC 6" CCN-150 Pump	Hour	\$147
MPC 6" Framo TK-6	Day	\$3,528
MPC 6" Framo TK-6	Stby Day	\$2,352
MPC 6" Framo TK-6 Hyd. Submersible Pump - 2200 GPM	Hour	\$147

Hoses – Air / Water / Steam / Hydrocarbon	UOM	Rate
Pneumatic CP Hose - 0.75" - 50' Section	Sect/Day	\$8
Fresh Water/Boiler Hose - 2" 150 PSI - 50' Section	Sect/Day	\$37
Hot Water Hose - 1" Steam	Foot/Day	\$0.42
Water Injection Hose (Used with Annular Water Injection System) - 1"	Foot/Day	\$0.42
Fire Hose - 1.5" - 50' Section	Sect/Day	\$7
Fire Hose - 2.5" - 50' Section	Sect/Day	\$21
Jet Hose - 2.5" Titan - 50' Section	Sect/Day	\$42
Fuel Transfer Hose - 2" Diesel Only - 50' Section	Sect/Day	\$39
Fuel Transfer Hose - 2" Gas/Diesel - Various Lengths	Foot/Day	\$0.84
Oil Transfer Hose - 4" - Various lengths	Foot/Day	\$3.68
Suction/Discharge Hose - 2" - Various lengths	Foot/Day	\$0.74
Suction/Discharge Hose - 2.5" - 50' Section	Sect/Day	\$13
Suction/Discharge Hose - 3" - Various lengths	Foot/Day	\$0.84
Suction/Discharge Hose - 4" - Various lengths	Foot/Day	\$0.95
Suction/Discharge Hose - 6" - 10' Section	Sect/Day	\$21

Rigging	UOM	Rate
Adjustable Spreader Bar - 50t	Each/Day	\$210
Lift Straps - 12" Synthetic - 50' & 60'	Each/Day	\$263
Lifting Chains - ABS Grade 3 - 2.0" Stud Link - 2 x 90' - 159t Proof	Each/Day	\$210
Lifting Chains - ABS Grade 3 - 3.5" Stud Link - 2 x 90' - 450t Proof	Each/Day	\$420
Lifting Chains & Bridles - Pre/Post Lift Recertification	Each	Cost + 20%
Lifting Frame - 400t	Per Lift	\$10,500
Project specific Design/Build Salvage Rigging	Quote	Quote
Shackle - 2.0" - 55t SWL	Each/Day	\$17
Shackle - 2.5" - 85t SWL	Each/Day	\$27
Shackle - 3.0" - 120t SWL	Each/Day	\$36
Skookum R-8 - 8" x 3" "Tommy Moore" Snatch Block - WLL 9t	Each/Day	\$15
Snatch Block - 1.5" - 45t WLL	Each/Day	\$27
Snatch Block - 2.0" - 60t WLL	Each/Day	\$48
Wire Rope Bridle - 2-Way - 2.0" x 30' - 126t Proof	Each/Day	\$105
Wire Rope Bridle - 4-Way - 2.75" x 90' - 130t Proof	Each/Day	\$210
Pile Chains - 2 - Way Bridle	Each/Day	\$13
Shackles - 2t - 10t	Each/Day	\$6
Shackles - 10t - 20t	Each/Day	\$9
Shackles - 20t - 55t	Each/Day	\$13
Snatch Block - 3t - 10t	Each/Day	\$8
Snatch Block - 10t - 20t	Each/Day	\$15
Snatch Block - 20t - 55t	Each/Day	\$19

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Wire/Synthetic Slings - 2t - 10t	Each/Day	\$14
Wire/Synthetic Slings - 10t - 20t	Each/Day	\$36
Wire/Synthetic Slings - 20t - 55t	Each/Day	\$80
Chain Binders	Each/Day	\$4
Chain Fall Hoist - 1t - 5t	Each/Day	\$25
Comealong - 1t - 3t	Each/Day	\$4
Hoist Tripod	Day	\$79
Lashing Chains	Each/Day	\$8
Ratchet Straps - 3"	Each/Day	\$2
Turn Buckles	Each/Day	\$9
Anchor Crown Buoy	Each/Day	\$47
Anchor Hawk and Recovery Rigging	Day	\$788
Anchor Marker Lights	Each/Day	\$13
Anchors - 250 - 1,000#	Each/Day	\$79
High Performance Anchors - 1,000 - 4,000#	Each/Day	\$105
High Performance Anchors - 4,000 - 8,000#	Each/Day	\$131
High Performance Anchors - 8,000 - 11,000#	Each/Day	\$158
High Performance Anchors - 12,000#	Each/Day	\$184

Burning & Welding	UOM	Rate
Topside O2/Acetylene Burning Station (Includes All Equipment)	Day	\$79
Topside Welding Station (Includes All Equipment)	Day	\$158
Underwater Burning Station (Includes All Equipment)	Day	\$158
Underwater Welding Station (Includes All Equipment)	Day	\$158
Welder - Diesel - 250 amp	Day	\$68
Welder - Diesel - 400 amp	Day	\$88
Welder - Diesel - 425 amp	Day	\$79
Welder - Electric - 450 amp	Day	\$67
Welder - Electric - 600 amp	Day	\$102
Welder - Electric Wire Feed with Spool Gun - 300 amp	Day	\$105
Welder - Gasoline - 200 amp	Day	\$63
Aqualance Tubular Underwater Burning Rod - 3/8" - 50 per Box	Rod	\$4
Aqualance Tubular Underwater Burning Rod - 5/16" - 50 per Box	Rod	\$6
ArcAir Tuff Cote Underwater Burning Rod - 5/16" - 50 per Box	Rod	\$15
Broco BR-22 Ultrathermic Underwater Burning Rod - 66 per Box	Rod	\$4
Broco Soft Touch Underwater Welding Rod - 5/32"	Rod	\$4
Burning O2 in Small Quantities Billed per Rod Used	Rod	\$1
Underwater & Topside Welding/Burning Rods & Gases (consumed)	Rod/Bottle	Cost + 20%

Electrical Generators	UOM	Rate
Generator - .5kW - 2.0kW	Day	\$37
Generator - 3.0kW - 5kW	Day	\$53
Generator - 6kW - 10kW	Day	\$63
Generator - 9.0kW	Day	\$95
Generator - 10.0kW	Day	\$105
Generator - Diesel - 5.0kW	Day	\$74
Generator Fuel - Diesel or Gasoline	Gallon	Cost + 20%

Hydraulic Systems	UOM	Rate
Hydraulic Power Unit - 18 HP 10 GPM - Diesel	Day	\$158
Hydraulic Power Unit - 40 HP 20 GPM - Diesel	Day	\$252
Hydraulic Power Unit - 10 GPM - Electric	Day	\$84

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Hydraulic Power Unit - 20 GPM - Electric	Day	\$126
Hydraulic Power Unit - 30 GPM - Electric	Day	\$147
Hydraulic Tool Station - Power Unit & 150 Feet Hydraulic Umbilical	Day	\$315
Hydraulic Hose (1"Supply/Return, 0.5" Case Drain) - 50' Section	Sect/Day	\$58
Hydraulic Hose Reel - 600' Twinline	Day	\$126
Hydraulic Hose Twinline Umbilical - 50' Section	Sect/Day	\$79
Hydraulic Hand Tools (Chainsaw, Hammer Drill, Grinder, etc.)	Each/Day	\$79
Hydraulic Hull Scrubbing System	Day	\$630
Hydraulic Hull Scrubbing Brushes (Consumed)	Each	Cost + 20%
Hydraulic Jack Hammer - 90#	Day	\$158
Hydraulic Magnetic Drill Station	Day	\$126
Hydraulic Propeller Polishing System	Day	\$473
Hydraulic Propeller Polishing Discs (Consumed)	Each	Cost + 20%
Hydraulic Wall Saw	Day	\$236
Power (Crab) Block - 16"	Day	\$105
Braden Winch	Day	\$210
Hydraulic Winch - 5 ton	Day	\$273
Enerpac Cable Cutter	Day	\$60
Enerpac Hose .375" x 50' Section	Sect/Day	\$13
Enerpac Hydraulic Button Jack - 5 ton	Day	\$16
Enerpac Hydraulic Flange Spreader	Day	\$60
Enerpac Hydraulic Jacks - 0.75 ton - 30 ton	Each/Day	\$32
Enerpac Hydraulic Pump - Electric	Day	\$60
Enerpac Hydraulic Pump - Hand Operated	Day	\$8
Enerpac Hydraulic Pump - Pneumatic	Day	\$50
Enerpac Hydraulic Scissor Jacks - 0.75 Ton - 14 Ton	Each/Day	\$21
Enerpac Hydraulic Spreader (Birds Mouth)	Day	\$60

Air Compressors - Pneumatic Systems	UOM	Rate
Air Compressor - 85 CFM - Diesel	Day	\$74
Air Compressor - 125 CFM - Diesel	Day	\$158
Air Compressor - 185 CFM - Diesel	Day	\$168
Air Compressor - 190 CFM - Diesel	Day	\$184
Air Compressor - 260 CFM - Diesel	Day	\$263
Air Compressor - 375 CFM - Diesel	Day	\$289
Air Compressor - 750 CFM - Diesel	Day	\$368
Copus Blower Ventilator	Day	\$63
RAMFAN Blower Ventilator/Exhauster	Day	\$53
Air Tugger - 1 ton	Day	\$84
Air Tugger - 2 ton	Day	\$131
Air Tugger - 5 ton	Day	\$194
Underwater Pneumatic Tool Post Immersion Maintenance	Each	\$158
Underwater Pneumatic Tools (Chainsaw, Drill, Rivet Buster, etc.)	Day	\$53
Pneumatic CP Hose - 3/4" - 50' Section	Sect/Day	\$8

Vessels (Rates listed do not include crew or fuel)	UOM	Rate
14' Skiff with Outboard - 25 HP	Hour	\$26
16' Steel Buck Skiff - 25 HP - "Buck boat"	Hour	\$53
16' Tuff Boat Aluminum - 50 HP	Hour	\$53
17' Boston Whaler - 40 HP	Hour	\$84
18' Aluminum Seine Skiff - single screw	Hour	\$105
19' Aluminum Skiff - 40 HP - tender for "Prudhoe Bay"	Hour	\$84
19' Aluminum Seine Skiff - single screw	Hour	\$105

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19' Aluminum Skiff - 150 HP - "Roger"	Hour	\$84
22' Boston Whaler - 150 HP - "TMB"	Hour	\$84
22' Operational Vessel - 90 HP - "Sand Pebble"	Day	\$263
23' Aluminum - 130 HP - "Pacman"	Hour	\$105
24' Aluminum - 50HP - "Titan"	Hour	\$105
26' Aluminum Jet Boat - 315 HP - "DFMU"	Hour	\$158
26' Aluminum Landing Craft - 315 HP - "Elwah"	Hour	\$158
26' Aluminum - 300 HP - "Tenacious" & "Interceptor"	Hour	\$131
27' Steel Push boat - single screw - "Archie"	Hour	\$210
29' Aluminum - single screw - "Blue Parrot"	Hour	\$158
32' Aluminum - 440 HP - "Steadfast"	Hour	\$158
34' Aluminum - 425 HP - "Silver Isle"	Hour	\$158
34' Fiberglass - 2x 150 HP - "Raider" & "Loon"	Hour	\$158
38' Aluminum - 2x150 HP - "Munson"	Hour	\$158
40' Response Vessel	Hour	\$210
43' Aluminum - 2x325 HP - "Dawn"	Hour	\$210
40' Aluminum - 350HP - "Auklet"	Hour	\$210
62' Landing Craft - M/V "Prudhoe Bay" (Puget Sound)	Hour	\$263
62' Landing Craft - M/V "Prudhoe Bay" (Puget Sound)	Day	\$4,200
62' Landing Craft - M/V "Prudhoe Bay" (Puget Sound)	Stby Day	\$2,205
80' Dive Support Vessel - DSV "Sand Island" (Alaska)	Day	\$6,510
80' Dive Support Vessel - "Sand Island"	Stby Day	\$4,095
80' Dive Support Vessel - "Sand Island" Supernumerary Personnel Per Diem - Meals/Lodging	Person/Day	\$53
Fuel and Oil (Consumed)	Gallon	Cost + 20%
20' x 8' Work Barge - 25HP - "Mini-Me"	Day	\$158
50' x 12' Flat Deck Barge - "Skinny Barge"	Day	\$210
Modular Barge EZ/Dock	Sq. Foot/Day	\$1

Oil Spill Response	UOM	Rate
Weir Skimmer - 3" (Includes Pump)	Day	\$158
Rope Mop - 4" (Includes 5kW Generator)	Day	\$263
Crucial 13/24 skimming system - w/ pump and power pack	Day	\$1,575
Foxtail Vertical Band Adhesion - w/pump and power pack	Day	\$840
MI-2 Disc Skimmer - Includes 12v power supply	Day	\$210
RBS-5 Aquaguard Drum Skimmer	Stby Day	\$368
RBS-5 Aquaguard Drum Skimmer - w/pump and power pack	Day	\$630
Contractor Boom - 8" x 12" - Standby	Foot/Day	\$0.26
Marina Boom 4"x4" - Standby	Foot/Day	\$0.26
Permanent Boom - 24" - Standby	Foot/Day	\$0.37
Boom Anchoring Gear - 40 lb	Each/Day	\$21
Boom Lights	Each/Day	\$7
Contractor Boom - 8" x 12"	Foot/Day	\$1.58
Marina Boom - 4"x4"	Foot/Day	\$1.31
Permanent Boom - 24"	Foot/Day	\$1.84
Hydraulic Sorbent Squeezer	Day	\$79
Oil Snare on Rope - 50'	Each	\$142
Sorbent Boom - 5" x 40' - 1 per bale	Bale	\$100
Sorbent Boom - 8" x 40' - 1 per bale	Bale	\$141
Sorbent Industrial Rug -36" x 150' - 1 per bale	Bale	\$263
Sorbent Pad - 17" x 19" - 100 per bale	Bale	\$67
Sorbent Pad - 17" x 19" - 200 per bale	Bale	\$71
Sorbent Roll - 38" x 144' - 1 per bale	Bale	\$126

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Sorbent Rug - 36" x 50' - 1 per bale	Bale	\$142
Sorbent Sweep - 19" x 100' - 1 per bale	Bale	\$100
Spill Dry	Bag	\$16
250 Gallon Tank - Stainless Steel or Poly	Day	\$210
275 Gallon Stainless Steel Tote Tank	Day	\$210
350 Gallon Stainless Steel Tote Tank	Day	\$210
500 Gallon Fast Tank	Day	\$79
55 Gallon Drum - Closed Top (Consumed)	Each	\$74
55 Gallon Drum - Open Top (Consumed)	Each	\$79
95 Gallon Poly Over-Pack (Consumed)	Each	\$221
Barrel Lifting Chains	Day	\$11
Canflex Bladder (31BBL)	Day	\$525
Shallow Water Barge (249BBL)	Day	\$1,575
Drum Cart	Day	\$19
Drum Recovery Kit	Day	\$158
Yokohama Style Fender - small (5' x 6')	Day	\$131
Yokohama Style Fender - medium (5' x 10')	Day	\$158
Yokohama Style Fender - large (8' x 10')	Day	\$184

Remotely Operated Vehicle / Subsea Navigation / Sonar	UOM	Rate
Inspection Class ROV - 0 - 1000 FSW - Stingray / Phantom	Day	\$787.50
Inspection Class ROV - 0 - 2000 FSW Spectre	Day	\$787.50
Inuktun Versatrax - 150 Pipe Crawler ROV - 0 - 100 FSW	Day	\$787.50
ROV or cable mounted push camera (pipeline inspection)	Day	\$262.50
Video Ray Explorer ROV - 0 - 250 FSW	Day	\$525.00
Video Ray Pro 3 GTO XT ROV - 0 - 500 FSW	Day	\$630.00
Work Class ROV - 0 - 6500 FSW - Cougar - free swimming	Day	\$3,150.00
Work Class ROV - 0 - 6500 FSW - Cougar - with TMS and LARS	Day	\$3,675.00
Acoustic Doppler Current Profiler (ADCP)	Day	\$210.00
Hypack 2013 Navigation/Survey Software	Day	\$52.50
Trackpoint II Ultra Short Baseline Navigation System	Day	\$157.50
Trackpoint Position Transponders	Each/Day	\$52.50
BlueView M900-130 Multibeam Sonar	Day	\$315.00
Expendables (Cable, tape, sealants, etc.)	Each	Cost + 20%
Imagenex 881A Sector Scanning Sonar	Day	\$210.00
Mesotech MS-1000 Sector Scanning Sonar	Day	\$262.50
Tritech SeaKing Sector Scanning	Day	\$157.50

Motor Vehicles	UOM	Rate
1/2 Ton Pick-Ups	Day	\$79
3/4 Ton 4x4 Pick-Ups	Day	\$95
1 Ton Flatbeds (Crew Cabs and Trucks with a Davit)	Day	\$95
2 Ton Flatbed Crew Cab	Day	\$158
2 Ton 4x4 Crew Cab Flat Bed Truck	Day	\$168
4 Ton Flatbed Crew Cab with Long Bed	Day	\$158
5 Ton Flatbed Long Bed with Lift Gate	Day	\$210
6 Ton Crane Truck	Day	\$315
Crew Van	Day	\$95
Passenger Vehicles	Day	\$68
Shoreline Response Truck (United Freight)	Hour	\$158
Utility Service Truck	Day	\$158
10' Skimming Trailer	Day	\$53
16'-20' x 8' Flatbed Trailer (Boom Trailer)	Day	\$53

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18' x 8' Spill Response Trailer (Materials Billed Separately)	Day	\$210
20' x 8' Flatbed Trailer (Deck-Over)	Day	\$158
24' x 8' Dive Trailer	Day	\$263
25' Gooseneck Trailer - 12,500# GVW	Day	\$210
50' x 8' Shoreline Trailer (Materials Billed Separately)	Day	\$263

Topside Tools	UOM	Rate
Cargo Nets	Day	\$21
Chain Saw - Chains	Each	Cost + 20%
Chain Saw - Gasoline	Day	\$53
Chop Saw - Blades	Each	Cost + 20%
Chop Saw - Gasoline	Day	\$53
Core Drill	Day	\$158
Hand Tools (Hammers, Saws, Pry Bars, Wrenches)	Each/Day	\$5
Hudson Sprayer	Day	\$11
Ladder - 10'	Day	\$26
Ladder - 24'	Day	\$37
Laser Transit	Day	\$90
Mag Drill	Day	\$53
Needle Gun	Day	\$47
Peanut Grinder	Day	\$47
Portable Lights (500 Watt)	Day	\$29
Power Tools - Electric / Battery Operated	Each/Day	\$37
Pressure Washer	Day	\$84
Rivet Buster - Small	Day	\$32
Rivet Buster - Large	Day	\$47
Rock Drill	Day	\$53
Roto Hammer	Day	\$53
Space Heater - 25K BTU	Day	\$53
Steam Cleaner	Day	\$84
Vibratory Plate Compactor - Gasoline	Day	\$37
Weed-Eater / Brush Cutter - Gasoline	Day	\$37

Communications / Office	UOM	Rate
Cellular Phone	Day	\$32
Computer and Printer	Day	\$100
Copier	Day	\$37
Fax Machine	Day	\$21
GHS Vessel Modeling Software - per model generation	Each	\$1,575
GPS (Portable)	Day	\$53
Handheld Radio - UHF/VHF	Day	\$16
Portable Satellite Telephone - Minutes Cost Plus	Day	\$63
Satellite Communications System - Voice Only - Minutes Cost Plus	Day	\$158
Satellite Communications System - Voice and Data - Minutes Cost Plus	Day	\$263
Satellite and Cellular Voice and Data Charges	Lot	Cost + 20%

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Safety / Personal Protective Equipment (PPE)	UOM	Rate
4-Gas Meter (LEL, O2, H2S and CO)	Day	\$79
Confined Space Equipment (ER Extraction Gear)	Day	\$53
Flotation Coat (Mustang, Stearns, etc.)	Day	\$21
Flotation Suit (Mustang, etc.)	Day	\$32
Flotation Work Vest	Day	\$5
Full Face Respirator	Each	\$101
GloBug 1,000W/120VAC Balloon Light Tower	Day	\$89
Half-Face Respirator	Each	\$40
Hard Hat	Each	\$19
Hydrogen Sulfide (H2S) Personal Monitor	Each/Day	\$16
Level C (Modified) PPE	Initial/Day	\$50
Level D PPE	Day	\$26
OSHA Certified Man Basket	Day	\$131
Portable Decontamination Station	Day	\$53
Respirator Cartridge - Organic Vapor	Each	\$38
Respirator Cartridge other than Organic Vapor	Each	Cost + 20%
Rubber Boots	Each	\$37
Safety Glasses	Each	\$9
Safety Goggles	Each	\$9
Soil/Water Sampling Equipment	Day	\$79
Cotton Glove Liners	Pair	\$2
Cubic Yard Box (Maverick)	Each	\$68
Fence Stakes	Each/Day	\$3
Overboot - Disposable	Pair	\$6
Petroflex Rubber Glove	Pair	\$5
Rain Gear - 2 Piece - Disposable	Each	\$21
Sheeting - 20' x 100' x 4 mil per Roll	Roll	\$84
Sheeting - 20' x 100' x 6 mil per Roll	Roll	\$131
Spill Bags - 33" x 40" - 100 per Case	Case	\$84
Super Sack Bulk Bag - 1 cubic Meter	Each	\$47
Trash Bags - 20" x 40" - 200 per Case	Case	\$53
Tyvek - Disposable	Each	\$12
Tyvek - Saranex	Each	\$32
Work Glove	Pair	\$11

Warehouse Support Equipment	UOM	Rate
Crane Truck - 6 Ton	Day	\$315
Forklift - 10 Ton - 17 Ton	Day	\$517
Forklift - 2 Ton - 4 Ton	Day	\$132
Pallet Jack	Day	\$7
Steam Cleaner/Wash Bay	Day	\$126

EXHIBIT C

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 D - NOT APPLICABLE

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.

EXHIBIT E – NOT APPLICABLE

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 14

Date: June 8, 2017

Meeting Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: DRS Marine, Inc. – Five Year Multi-Task General Services Agreement;
Applicable to the following projects: All NCPA locations and Members, SCPPA,
and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with DRS Marine, Inc. for underwater diving and confined space entry maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

Background

Underwater diving work and confined space entry maintenance services as well as other miscellaneous tasks requiring breathing apparatuses are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. DRS Marine, Inc. is a provider of these services, and has previously provided diving services to the NCPA facilities.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place enabling agreements with Ballard Diving & Salvage and Global Diving and Salvage, Inc. for similar services. NCPA will seek bids from as many qualified providers as possible and enters into additional enabling agreements as needed. 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 the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years 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.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with DRS Marine, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DRS MARINE, 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 DRS Marine, Inc., a corporation with its office located at 525 Chestnut Street, Vallejo, CA 94590 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **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. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform

the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** one million dollars (\$1,000,000) 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 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, to Agency's reasonable satisfaction;
- 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
AcctsPayable@ncpa.com

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.

4.2.4 **Marine General Liability Insurance.** Contractor shall maintain marine general liability insurance for the term of this Agreement 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. Coverage should be on "an occurrence" basis covering comprehensive Marine Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.3 **Additional Insurance**

4.3.1 **Maritime Pollution Liability.** Contractor shall maintain Maritime Pollution Liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000 with no deductible.

4.4 **Professional Liability Insurance.** Intentionally omitted

4.5 **All Policies Requirements.**

4.5.1 **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 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 **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.

4.5.3 **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.

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance

and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

- 4.6 **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.
- 4.7 **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.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, 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, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor 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.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

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 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** 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 the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

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 under 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 this 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, 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.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), 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, consultants, 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 the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and 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. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will 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. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which

Contractor is performing the Work, as referenced in Section 1.4, shall have 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 equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, 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 site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 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 shall include diesel fuel used for trucks owned or leased by the Contractor.

- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

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:

Richard Williams,
President
DRS Marine, Inc.
525 Chestnut Street
Vallejo, CA 94590

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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 remedy 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, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order 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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

DRS Marine, INC.

Date_____

Date_____

RANDY HOWARD, General Manager

RICHARD WILLIAMS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

DRS Marine, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, SCPPA, or SCPPA Members, shall perform the following services including, without limitation:

- Underwater maintenance & inspection
- Tunnel intake and low level outlet debris removal
- Dam low level outlet debris removal
- ROV inspections
- Fish screen and trash rack inspection and cleaning
- Dam low level outlet gate, stem and stem guide inspection, adjustment and maintenance
- Buoy anchor maintenance
- Confined space entry / inspection
- Bathymetric surveys

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 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

~~~~~

**DRS MARINE, Inc.**

ca lic 508905      dir 1000008704

~~~~~

525 CHESTNUT STREET
VALLEJO, CA 94590
BUS: 707-648-3483
FAX: 707-648-2006
drsmarine@aol.com

- COMMERCIAL DIVERS
- ROVS
- CRANE BARGES
- TUG BOATS
- MARINE CONSTRUCTION

DAY RATES
July 1, 2017 to June 30, 2018

1	3- Man Dive Team per OSHA regulations	8 hr s/t shift	\$3,734
2	3-man team- overtime	Per hour @ 1 ½ x	\$637
3	3-man team- doubletime	Per hour @ 2x	\$792
4	Travel Time	Per hour/man	\$55
5	Subsistence	Per day/man	\$130
6	1 ton Utility Truck	Per day	\$125
7	Surface supplied air Dive Gear	Per day	\$135
8	ROV	Per day	\$850
9	Consumables/Rentals	Per day	\$850

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are 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,

(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 RD., 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 D - NOT APPLICABLE

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.

EXHIBIT E – NOT APPLICABLE

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 15

Date: June 7, 2017

Meeting Date: June 12, 2017

To: Lodi Energy Center Project Participant Committee

Subject: Mark III Construction, Inc. Public Works Agreement – Multi-Facility Security Systems Development and Installation. Applicable to the following projects:
All Generation Services Facilities – Geothermal, Combustion Turbine and Hydroelectric.

Proposal

Approve the public works agreement with Mark III Construction, Inc. for the installation of security systems at the NCPA Generation Facilities project for an amount not to exceed \$1,283,481.

Background

NCPA facilities have existing physical security systems of various ages and capability. In 2014, NCPA conducted a security assessment of key facilities with security consultant CH2M Hill. CH2M Hill provided prioritized recommendations for each facility location based on identified threats and vulnerabilities, including the installation of physical security systems.

In 2015, the security systems for NCPA Headquarters (HQ) and Disaster Recovery Center (DRC) facilities were upgraded, based on the assessment's recommendations.

The scope of this project is to implement the recommendations at NCPA's Generation Services facilities - Geothermal, Combustion Turbines (CT1, CT2, and LEC), and Hydroelectric Projects. This includes upgraded and expanded surveillance (video cameras and related equipment), intrusion detection (motion sensors and door alarms), access control (door locks), and related servers and workstations at each facility. The purpose of creating one project to update all Generation Services facilities is to obtain timely and cost effective solutions from bidding contractors, and to ensure the consistency of systems and hardware installed across NCPA's facilities.

Selection Process

The Project was publicly advertised for pre-qualification October 24, 2016. Six (6) firms expressed an interest in the project and submitted pre-qualification documents. Staff conducted interviews of the references and scored the respective firms' experience/qualifications. Four (4) contractors: Burns & McDonnell, RFI, Mark III Construction, Inc., and 3D Datacom were deemed qualified, while two (2) contractors did not meet the minimum qualifications after project experience and references were examined. The four qualified contractors were approved by NCPA to bid on the project.

A bid package for this public works project was issued on November 23, 2016. Bid walks were held at NCPA Generation Services facilities December 12– 15. Five (5) addenda were issued for the Project which included bid walk questions and answers, additional project drawings, bid list item changes, and public works contract updates for 2017. Bids were opened on February 7, 2017. NCPA received two (2) bids, and both were declared to be non-responsive on February 27, 2017. The reason the bids were declared non-responsive are as follows: 3D Datacom submitted a bid that omitted one or more legally required documents, and Mark III submitted a bid having not completed all required bid walks.

Because NCPA did not receive any responsive bids, NCPA opened negotiations with all four (4) previously prequalified contractors on March 1st, 2017. NCPA required that all contractors complete any bid walks that were not previously completed. Bids were opened on May 12, 2017. Two (2) bids were received.

CONTRACTOR	BID AMOUNT
Mark III	\$1,166,801
3D Datacom	\$1,667,158

Mark III Construction, Inc. was determined to be the low, responsible, and responsive bidder. The low bid came in significantly (over \$500,000) under the second bid from 3D Datacom. Mark III Construction, Inc. confirmed that it did not see any vulnerabilities in the bid design documents.

It is the practice of staff to closely manage and monitor the construction progress and enforce the contract. Staff recommends a 10% construction contingency for this project. The contingency is reserved solely for NCPA to utilize in the cases that legitimate site conditions or design changes warrant the need for additional funds. The contract will not contain any reference or connection to the contingency.

Fiscal Impact

The total cost of the Multi-Facility Security Systems Development and Installation project is \$1,283,481. This includes construction and a 10% contingency. The cost is broken down into separate costs to the Geothermal, CT1, LEC, and Hydroelectric Projects, based on the scope of work and materials required at each facility. Each Generation Services Project FY17 budget has Physical Security funds encumbered from the FY16 budget.

Cost breakdown and budget funds currently allocated for Physical Security are as follows:

<u>PROJECT</u>	<u>BUDGET</u>	<u>COST</u>	<u>DELTA</u>
Geothermal	\$408,923	\$358,256	\$50,667
CT1	\$78,420	\$300,040	(\$221,620)
LEC	\$170,204	\$181,112	(\$10,908)
CT2	\$12,674	\$18,915	(\$6,241)
Hydroelectric	\$298,435	\$425,158	(\$126,723)
TOTAL	\$968,656	\$1,283,481	(\$314,825)

The Hydroelectric Project FY17 budget has a remaining balance of \$10,000 for Project Security, \$103,624 for Maintenance of Structures, and \$61,743 for Maintenance of Dams, which have been identified as available funds for this project.

The CT1 FY17 budget is short by \$221,620 and there are no alternate funds available for the fiscal year. It is recommended that this shortfall be addressed by increasing the CT1 FY18 budget by this amount.

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.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Public Works Agreement with Mark III Construction, Inc.

AGREEMENT

This contract ("Contract" or "Agreement") is entered into this _____ day of _____, 20____, by and between the Northern California Power Agency, a joint powers public agency organized and existing under the laws of the State of California (hereinafter referred to as "NCPA") and _____, a **[California Corporation / Limited Liability Company / General Partnership / Limited Partnership / Individual]** with offices located at _____, (hereinafter referred to as "Contractor"), collectively referred to as the "Parties"),

WHEREAS, NCPA intends to have constructed the Multi-Facility Security Systems Development and Installation ("Project") located at **NCPA's Facilities near Alameda, Middletown, Lodi, Calaveras County, & Tuolumne County, CA** (hereinafter referred to as the "Project"), and the work required by this Contract is an integral part of this Project, and

WHEREAS, on _____, at its regularly scheduled meeting, the NCPA Commission has approved and authorized this Project by Resolution No. _____ (if estimated at over \$250,000); and

WHEREAS, both Parties have a desire to perform the work described herein;

NOW THEREFORE, IT IS AGREED THAT:

SECTION 1. SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform and complete, in a good workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and in strict accordance with the Contract Documents (as defined below), including without limitation the drawings and technical specifications and plans included therein, the Work of:

**Northern California Power Agency
Project Description: Multi-Facility Security Systems Development and Installation
NCPA Bid No.: GSHQ-101**

It is understood and agreed that such tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals shall be furnished, and the Work performed and completed, in accordance with the Contract Documents and subject to the approval of NCPA and NCPA's duly authorized representatives.

SECTION 2. TIME OF COMPLETION; LIQUIDATED DAMAGES

Contractor hereby agrees to commence the Work within 7 calendar days from the date of NCPA's "Notice to Proceed," and to diligently prosecute the same to completion within **one hundred twenty-five (125)** consecutive calendar days commencing after the date of NCPA's Notice to Proceed. Contractor shall complete the work no later than June 30, 2017, except as adjusted by any subsequent change order. Time is of the essence in this Agreement.

This Contract is being awarded in reliance upon the completion date set forth in the Contract Documents and the dates established by schedules set forth and released by NCPA. NCPA will hold the Contractor responsible and accountable for all damages suffered by NCPA as a consequence of the Contractor's

failure to meet the schedule dates, or to complete the work at the time specified, except for such excusable delays as listed in the Contract Documents.

It is agreed by the parties to this Agreement that in the case in which portion of the work called for under Contract Documents are not completed within the times specified, damages will be sustained by NCPA, and it is and will be impractical and extremely difficult to ascertain the actual damages which NCPA will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor shall pay to NCPA the sums stipulated for delays in finishing the work beyond the times of completion specified; and the Contractor agrees to pay these liquidated damages, and further agrees that NCPA may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract Documents. If such moneys are insufficient, the Contractor or its surety or sureties shall pay to NCPA any deficiency within thirty (30) days of invoice submittal by NCPA.

Liquidated damages in the amount of 1% of the contract price per day for each day after 100 days of delay shall be imposed on Contractor.

SECTION 3. CONTRACT PRICE

NCPA will pay Contractor in current funds as full consideration for the full and complete performance of this Agreement the sum of:

_____ (\$_____), being Contractor's bid amount, subject to subsequent contract change order(s), for furnishing all materials and for doing all the Work contemplated under this Agreement; for all loss or damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work, until the Work is accepted by the NCPA; for all expenses incurred by or in consequences of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, the whole thereof, in the manner and in accordance with the Contract Documents therefore and the requirements of NCPA under them.

SECTION 4. BONDS

Prior to execution of this Agreement, Contractor shall obtain a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Payment (Labor and Materials) Bond, and a ten percent (10%) Maintenance Bond each in the form included in the Contract Documents.

SECTION 5. INSURANCE

Before beginning any work under this Contract, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims that may arise from or in connection with the performance of the work hereunder by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall maintain the insurance policies required by this section throughout the term of this Contract. The cost of such insurance shall be included in the Contractor's price. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to NCPA. Verification of the Contractor's required insurance shall be submitted and made part of this Contract prior to execution. The existence of insurance shall not relieve or decrease the liability of Contractor under the Contract Documents.

5.1. Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of NCPA. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against NCPA and its officers, officials, employees, and volunteers for loss arising from work performed under this Contract.

5.2. Commercial General Insurance.

5.2.1. General requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily injury, personal injury, including death resulting therefrom, completed operations and products liability; broad form property damage liability; coverage for the XCU hazards of explosion, collapse, and underground, and contractual liability as to the obligations assumed by the Contractor under the Contract Documents.

5.2.2. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (current edition) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.

5.3 Automobile Liability Insurance.

5.3.1. General requirements. Contractor, at its own cost and expense, shall maintain automobile liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

5.3.2. Minimum scope of coverage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (current edition) symbol 1. No endorsement shall be attached limiting the coverage.

5.4 All Policies Requirements.

- 5.4.1. Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.
- 5.4.2. Verification of Coverage.** Prior to beginning any work under this Contract, Contractor shall furnish NCPA with endorsements (as to insurance referenced in Sections 5.2, 5.3 and 5.5) and certificates, with complete certified copies of all policies (if requested by NCPA), evidencing to NCPA's reasonable satisfaction, compliance with Section 5 herein. All endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 5.4.3. Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice of any material changes to the insurance specified herein, including suspension, cancellation, termination, limitation, reduction in scope or amount. NCPA's receipt of such notice shall not constitute NCPA's acceptance of such material change.
- 5.4.4. Additional Insured; Primary Insurance.** An endorsement at least as broad as Insurance Services Office form number CG 20 10 (current edition) shall be attached to policies referenced in Sections 5.2, 5.3 and 5.5, stating that NCPA and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to such policies. The coverage shall contain no special limitations on the scope of protection afforded to NCPA or its officers, employees, agents, or volunteers.
- Each endorsement shall state that coverage is primary insurance with respect to NCPA and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by NCPA shall be called upon to contribute to a loss under the coverage.
- 5.4.5. Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of NCPA for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Contract.
- During the period covered by this Contract, only upon the prior express written authorization of NCPA, Contractor may increase such deductibles or self-insured retentions with respect to NCPA, its officers, employees, agents, and volunteers. NCPA may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- 5.4.6. Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 5.4.7. Variation.** NCPA may approve a variation in writing in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that NCPA's interests are otherwise fully protected.

5.4.8 Reporting. The endorsements shall also specify that any failure or delay to comply with reporting or other provisions of the policies shall not affect coverage provided to NCPA, its officers, officials, employees, agents or volunteers.

5.4.9 Occurrence-basis for Coverage. The endorsements shall also specify that coverage is on an occurrence or an accident basis, and not on a claims-made basis.

5.5 Builder's Risk. Contractor shall obtain and maintain at its own expense a builder's risk and fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy shall name NCPA and the Contractor as insureds. This insurance shall be in the amount of 100% of the Contract Price, and may be increased at NCPA's request to reflect change orders. In the event of partial or total destruction by fire of any or all of the Work at any time prior to completion and NCPA's acceptance of the Work, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's sole cost and expense and at no cost to NCPA.

5.6 Remedies. In addition to any other remedies NCPA may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, NCPA may, at its sole option exercise any of the following remedies, which are alternatives to other remedies NCPA may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;
- Order Contractor to stop work under this Contract or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Contract.

SECTION 6. INDEPENDENT CONTRACTOR

6.1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of NCPA. NCPA shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Notwithstanding any other NCPA, 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 Contract 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 NCPA, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of NCPA and entitlement to any contribution to be paid by NCPA for employer contributions and/or employee contributions for PERS benefits.

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

SECTION 7. REGISTRATION

During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors, who are subject to Public Contract Code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5

SECTION 8. LAW, VENUE, AND CONFLICTS OF INTEREST

8.1. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the provisions of the Contract Documents, including this Agreement, shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine.

8.2. The duties and obligations of the parties created hereunder are performable in Placer County and in that County where the NCPA Project is located. Either Placer County or the County where the Project Facility is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

8.3. Contractor may serve other clients, but none whose activities within the corporate limits of NCPA 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 Sections 81000 *et seq.*

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

8.5. Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of NCPA. If Contractor was an employee, agent, appointee, or official of NCPA in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Contract. Contractor understands that, if this Contract is made in violation of Government Code Sections 1090 *et seq.*, the entire Contract is void and Contractor will not be entitled to any compensation for services performed pursuant to this Contract, including reimbursement of expenses, and Contractor will be required to reimburse NCPA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

SECTION 9. CHANGE ORDERS

It is agreed that the Project Manager is the sole person authorized to execute change orders necessary to the prosecution of the Work, unless NCPA otherwise notifies Contractor in writing.

SECTION 10. EXTRA WORK

Contractor hereby agrees that it will not proceed with any extra work unless it has been authorized in writing to do so by the Project Manager prior to the commencement of such extra work.

SECTION 11. PROGRESS PAYMENTS

11.01 The Contractor shall submit to NCPA's designated representative at least 10 days before the first and/or third Monday of the month, for NCPA's approval, a request for payment. Each progress payment to the Contractor by NCPA shall be in payment for only that work performed

by the Contractor during the period immediately preceding the Contractor's current request for payment.

11.02 If requested by NCPA, the Contractor shall submit time sheets to NCPA daily for approval and signature. The daily time sheets shall clearly delineate the number of worker-hours and equipment hours worked in each given area of work. If NCPA makes this request, then only those time sheets signed by NCPA will be honored for payment.

11.03 Each request for payment submitted by the Contractor shall include backup documentation in support of all quantities and costs for which payment is requested, including but not limited to all material invoices, subcontractor/vendor statements of quantities and/or services provided, equipment rental invoices and signed daily time sheets.

11.04 Work performed at the request of NCPA, which is outside the scope of work and unit prices as defined in these Contract Documents, shall be itemized separately, with back-up documentation attached, and the total cost figures for the work shall be entered on the billing form under "Other Work". Work itemization with back-up shall be submitted with the Contractor's request for payment.

11.05 Subject to Section 12 of the General Conditions, after approval by NCPA, progress payments will be made to the Contractor in the amount of ninety five percent (95%) of the approved billing. Progress payments will be made within 30 days after NCPA receives the Contractor's Request for Payment. NCPA's Progress Payment shall not constitute approval or acceptance of the Work performed.

SECTION 12. FINAL PAYMENT

12.01 Final payment will not be made to the Contractor until it has furnished evidence satisfactory to NCPA, of the Contractor's payment or provision for payment of all bills for material, labor, services, etc., incurred in connection with the performance of the Work; and at NCPA's option the written consent of the Contractor's surety to release final payment.

12.02 Final payment will further be contingent on approval of, and acknowledgment by, NCPA that the Contractor has completed all tasks and complied with all conditions of the Contract Documents. Upon approval by NCPA, the final payment will be made to the Contractor. NCPA may withhold from final payment, to the extent allowed by applicable law, amounts which in NCPA's opinion are determined to be reasonable and necessary to provide security against any losses, damages, expense, and liability covered by the Indemnification provision in the Contract Documents, and claims filed or reasonable evidence indicating probable filing of claims, damages to NCPA or third parties, liquidated damages, or other lawful bases for withholding final payment.

12.03 Final payment by NCPA, and acceptance of it by the Contractor, shall not constitute a waiver by NCPA, to any rights with respect to the Contractor's continuing obligations under the Contract Documents.

SECTION 13. DISPUTES

13.1. All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Contract, or changes therein, or extra work in connection therewith, shall be submitted in writing to NCPA. NCPA will then make the final decision, which when made in writing shall be final and conclusive on the parties hereto.

13.2. Prior to initiating litigation in a court of competent jurisdiction, both Contractor and NCPA shall undergo alternative dispute procedures as outlined in Public Contract Code Sections 20104

et seq. The parties also expressly agree that the Alternative Dispute Resolution procedures outlined in Public Contract Code Sections 20104 *et seq.* shall apply to all claims, including those that exceed \$375,000, and that such procedures are incorporated as though fully set forth in this Contract.

SECTION 14. PREVAILING WAGES

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 the Work is 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 must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, NCPA has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold NCPA harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

SECTION 15. GUARANTEE OF WORK

Contractor hereby agrees that it will post a Maintenance Bond in the form included in the Contract Documents after final inspection by NCPA and completion of required corrections and/or repairs. Such Maintenance Bond shall guarantee Contractor's work for the period of one year after the date of recording of NCPA's Notice of Completion of the Work.

SECTION 16. RELEASE

Upon payment of undisputed amounts under this Agreement and if requested by NCPA, Contractor shall execute a Release in the form provided by NCPA. Such Release shall not apply to disputed contract claims in amounts specifically excluded by Contractor from the operation of the Release.

SECTION 17. BINDING AGREEMENT; ASSIGNMENT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and NCPA and their respective successors and permitted assigns.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of all sureties on all bonds required by this agreement, including but not limited to the Payment (Labor and Materials) Bond, and NCPA.

SECTION 18. CONTRACT DOCUMENTS

The full, complete and exclusive contract between the parties hereto shall consist of the following identified documents (the "**Contract Documents**"): (1) The "**Bid Documents**," consisting of the Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Bid Form, Bid Bond, Designation of Subcontractors, Non-Collusion Declaration, Agreement, Workers' Compensation Insurance Certification,

Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement for Security Deposits in Lieu of Retention, General Conditions, Supplementary Conditions, and Technical Specifications and Plans, if any, Maintenance Labor Agreement (LEC only), and any Addenda, and (2) any Change Orders, Field Orders, or NCPA's directives issued pursuant to and in accordance with this Agreement.

SECTION 19. INDEMNIFICATION AND ATTORNEY'S FEES

Contractor shall at its own cost, defend, hold harmless, and indemnify NCPA, its governing board, officials, commission members, officers, directors, employees, agents, and successors in interest ("Indemnitees") from and against any and all liability, damages, losses, claims, demands, actions, costs including attorney's fees and expenses ("Liabilities"), on account of injury to or death of persons or damage to any property (including property of NCPA) or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement, and Contractor will reimburse Indemnitees for all Liabilities incurred by Indemnitees in consequence of any claims, demands, and causes of action which may be brought against Indemnitees arising out of the performance by the Contractor of this Agreement. However, notwithstanding, nothing in this section or the Contract Documents generally shall be construed to require the Contractor to indemnify the Indemnitees for their sole negligence, willful misconduct, or for defects in design furnished by Indemnitees. This section and the Contract Documents shall be construed consistent with Civil Code section 2782 so as to provide the maximum indemnification permitted by applicable law to Indemnitees.

This indemnification shall be in addition to any other indemnification provisions contained in the Contract Documents.

SECTION 20. NO IMPLIED WAIVER OF BREACH

The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of this Contract.

SECTION 21. SUCCESSORS AND ASSIGNS

The provisions of this Contract shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

SECTION 22. USE OF RECYCLED PRODUCTS

Contractor shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

SECTION 23. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Contract. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Contract, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the immediately foregoing paragraph, verbatim, of this Subsection in any subcontract approved by the Contract Administrator or this Contract.

Contractor shall indemnify, defend, and hold harmless NCPA with respect to any alleged violation of this Section.

SECTION 24. ENTIRE AGREEMENT

The Contract Documents constitute the entire Agreement between the parties, and supersede any prior agreement between the parties, oral or written, including NCPA's award of the contract to Contractor, unless such agreement is expressly incorporated herein. NCPA makes no representations or warranties, express or implied, not specified in the Contract Documents.

SECTION 25. EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

SECTION 26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

SECTION 27. SEVERABILITY

If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 28. AMENDMENTS

The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SECTION 29. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, to an officer or director of the corporation, or to a manager of the LLC for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

Any written notice to Contractor shall be sent to:

[INSERT CONTRACTOR ADDRESS AND CONTACT INFORMATION]

Any written notice to NCPA shall be sent to:

Northern California Power Agency
Attn: Project Manager
Ronald Yuen
651 Commerce Dr, Roseville, CA 95678

and

Northern California Power Agency
Attn: General Manager
651 Commerce Drive
Roseville, CA 95678

With a copy to:
Michael F. Dean
General Counsel
Meyers Nave
555 Capitol Mall, Ste. 1200
Sacramento, CA 95814

SECTION 29. TERMINATION OF AGREEMENT

NCPA may terminate the Agreement as provided in the Contract Documents. The Contractor shall receive payment for all work performed to the date of termination in accordance with the provisions of the Contract Document.

SECTION 30. MONITORING BY DEPARTMENT OF INDUSTRIAL RELATIONS

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

IN WITNESS WHEREOF, the Northern California Power Agency has authorized the execution of this Agreement by its General Manager has caused this Agreement to be duly executed.

NORTHERN CALIFORNIA POWER AGENCY

ATTEST

By _____
RANDY S. HOWARD, General Manager

By _____
Assistant Secretary of the Commission

Date: _____

APPROVED AS TO FORM

By _____
Ruthann G. Ziegler
Assistant General Counsel

CONTRACTOR:

(Name - Type or Print)

By _____
Signature (if a partnership, all partners must sign)

Official Title

Business Address

License No./Classification/Expiration Date

CORPORATE CERTIFICATE

I, _____, hereby certify that I am the Secretary of the Corporation named as Contractor in the foregoing Agreement; that _____ who signed the Agreement on behalf of the Contractor, was then _____ of such Corporation; that the Agreement was duly signed for and in behalf of such Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)



ADDENDUM No. 1
NCPA Bid No. GSHQ-101
Multi-Facility Security Systems Development and Installation
Date: 2/1/17
Bid Opening: February 7, 2017, 5:00 p.m. PST

This Addendum modifies parts of the Bid Documents for the above-mentioned Project. This Addendum shall form part of the Bid Documents and Contract Documents for this Project.

Each bidder shall confirm receipt of this Addendum in the space provided in the Bid Form. Any bid not acknowledging receipt of this Addendum shall be considered as an incomplete bid.

CHANGES TO THE BID DOCUMENTS:

PUBLIC WORKS CONTRACT

ITEM ONE

The last date to submit a sealed bid, as written in Notice Inviting Bids, Section 1. A., is changed from January 16, 2017 to February 7, 2017 at 5:00PM PST.

ITEM TWO

The completion time after NCPA Notice to Proceed, as written in Model Public Works Contract Agreement, Section 2, is changed from 125 calendar days to 150 calendar days. The additional completion date of June 30, 2017 is removed. Changes are as follows:

Contractor hereby agrees to commence the Work within 7 calendar days from the date of NCPA's "Notice to Proceed," and to diligently prosecute the same to completion within **one hundred fifty (150)** consecutive calendar days commencing after the date of NCPA's Notice to Proceed, except as adjusted by any subsequent change order. Time is of the essence in this Agreement.

ITEM THREE

The addition of the Bollard Specification drawing to the Technical Specifications and Plans Attachment D – Equipment Requirements.

ITEM FOUR

The revision of the Bid Form – Bid Essential Items and Bid Form – Bid Optional Items, to reflect the project scope as presented and discussed during the bid walks.

ITEM FIVE

The addition of Bid Optional Items – Item #59- All Sites - 5 Year Software Maintenance and Support for All Application Software.

ITEM SIX

The revision of the Attachment B – Equipment Matrix as well as Attachment C - Equipment Location Drawings, to reflect the project scope as presented and discussed during the bid walks.

Signature

Title

Company

Date



ADDENDUM No. 5
NCPA Bid No. GSHQ-101
Multi-Facility Security Systems Development and Installation
Date: 2/1/17
Bid Opening: February 7, 2017, 5:00 p.m. PST

This Addendum modifies parts of the Bid Documents for the above-mentioned Project. This Addendum shall form part of the Bid Documents and Contract Documents for this Project.

Each bidder shall confirm receipt of this Addendum in the space provided in the Bid Form. Any bid not acknowledging receipt of this Addendum shall be considered as an incomplete bid.

CHANGES TO THE BID DOCUMENTS:

ITEM ONE

Section 13.3 is added to the Agreement to read as follows:

13.3 Notwithstanding Sections 13.1 and 13.2, procedures for the Contractor to make claims for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by NCPA of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled, or (3) the payment of an amount disputed by NCPA are set forth in Section 10.03 of the General Conditions.

ITEM TWO

Section 10.03 is added to the General Conditions to read as follows:

10.03 This section shall govern any claim by the Contractor for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by NCPA of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled; or (3) the payment of an amount disputed by NCPA.

Contractor may submit to NCPA a claim for any of the three above-referenced matters. Contractor shall provide NCPA with reasonable documentation

necessary to support its claim. Contractor shall submit its claim by registered mail or certified mail, return receipt requested.

NCPA, within forty-five (45) days of its receipt of the claim, unless such time is extended as referenced in this section, shall conduct a reasonable review of the claim and provide Contractor with a written statement identifying what portion of the claim NCPA disputes and what portion NCPA does not dispute.

The forty-five (45) day period referenced herein may be extended by mutual agreement of NCPA and Contractor or, if the NCPA Commission's approval is necessary to provide the Contractor with such a written statement, and the Commission does not meet within the 45-day period, NCPA shall have three (3) days following the Commission's next duly noticed public meeting to provide the Contractor with the written statement.

Payment on any undisputed portion of the claim shall occur within sixty (60) days of NCPA issuing the written statement.

If NCPA does not respond within the required time period, the claim shall be deemed rejected in its entirety.

If Contractor disputes NCPA's written statement as to of any portion of the claim, or if NCPA fails to respond within the specified time period, Contractor may demand in writing an informal conference to meet and confer for settlement of the dispute. Upon receipt of such demand by registered mail or certified mail, return receipt requested, NCPA shall schedule a meet and confer conference within thirty (30) days, to settle the dispute. Within ten (10) business days of the conclusion of the meet and confer conference, NCPA shall provide Contractor with a written statement identifying the portion and amount of the claim that remains in dispute, if any. If NCPA does not respond within the required time period, the entire claim shall be deemed to remain in dispute. NCPA shall pay any portion of the claim that is undisputed after the conference within sixty (60) days of NCPA issuing the written statement.

Any portion of the claim that remains disputed, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The Parties shall mutually agree on a mediator within ten (10) business days of the Contractor identifying the disputed portion of the claim in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator, and those mediators shall then select a qualified neutral third party to mediate. Each Party shall bear the fees and costs charged by its respective mediator, and the parties shall share all other fees and costs associated with the mediation equally. The parties may mutually agree, in writing, to waive mediation. If mediation is unsuccessful, civil litigation may be commenced, subject to all applicable laws and provisions of this Contract, including any obligation to arbitrate disputes. Unless otherwise agreed to by the Parties in writing, this mediation shall excuse any further obligation to mediate

under Public Contract Code Section 20104.4. As used herein, “mediation” means any nonbinding process in which an independent third party assists the Parties in dispute resolution through negotiation or issuance of an evaluation.

If a subcontractor lacks legal standing to assert a claim against NCPA, the subcontractor may request that the Contractor present NCPA with a claim on behalf of the subcontractor or a lower tier subcontractor. The subcontractor shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of the request, Contractor shall provide subcontractor with a written statement confirming that the Contractor presented the claim to NCPA, or providing the reasons that the Contractor did not.

Upon receipt of a claim, the Parties may also mutually agree, in writing, to waive the provisions of this section and, instead, proceed directly to commencement of a civil action or binding arbitration.

Any payment not paid within the time period required by this Section shall bear interest at seven percent (7%) per annum.

All references to days in this section are to calendar days, unless otherwise specified.

ITEM THREE

Section 1.10 is added to Attachment A (Scope of Work Document) of the Technical Specifications and Plans, to read as follows:

1.10 Claims. Procedures for the Contractor to make claims for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by NCPA of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled or (3) the payment of an amount disputed by NCPA are set forth in Section 10.03 of the General Conditions.

In the event of a conflict between the terms and provisions of this Addendum No. 5 and the terms and provisions of the other Bid Documents, the terms and provisions of the Addendum No. 5 shall control. In all other respects, the Bid Documents shall remain unchanged and in full force and effect.

Signature

Title

Company

Date