



# Commission Staff Report - *DRAFT*

Date: May 30, 2017

**COMMISSION MEETING DATE:** June 29, 2017

**SUBJECT:** Global Diving and Salvage, Inc. – Five Year Multi-Task General Services Agreement for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services; Applicable to the following projects:  
All NCPA Facility Locations, Members, SCPPA and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Ken Speer	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Hydroelectric	

<b>IMPACTED MEMBERS:</b>		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Other <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	<i>If other, please specify.</i>
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## **RECOMMENDATION:**

Approval of Resolution XX-17 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Global Diving and Salvage, Inc. for underwater diving inspection, cleaning, debris removal, 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 inspection, cleaning, debris removal, and confined space entry maintenance services and other miscellaneous underwater diving 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. Global Diving and Salvage, Inc. is a provider of these services and has previously provided diving services to the NCPA facilities.

## **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.

## **SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements with Ballard Diving and Salvage and DRS Marine for similar services and seeks bids from as many qualified providers as possible. Bids are 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.

## **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.

**COMMITTEE REVIEW:**

Pending committee review.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

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

## RESOLUTION XX-17

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH GLOBAL DIVING AND SALVAGE, INC

(reference Staff Report #XXX:17)

WHEREAS, underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services related to project support and plant operations are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

WHEREAS, Global Diving and Salvage, Inc. is a provider of these services; and

WHEREAS, on \_\_\_\_\_, the LEC Project Participant Committee approved the agreement with Global Diving and Salvage, Inc. in an amount not to exceed \$1,000,000 over five years; and

WHEREAS, 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; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into the Multi-Task General Services Agreement with Global Diving and Salvage, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for underwater diving and confined space entry maintenance services related to project support and plant operations 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.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

\_\_\_\_\_  
BOB LINGL  
COMMISSION CHAIR

ATTEST: \_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**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](mailto: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 Additional Insurance

- 4.3.1 Protection & Indemnity Liability Insurance. Contractor shall maintain P&I Liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000.
- 4.3.2 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.
- 4.3.3 Maritime Employers' Liability. Contractor shall maintain Maritime Employers' Liability for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000.

#### 4.4 Professional Liability Insurance. Intentionally omitted

#### 4.4 Pollution Insurance. Intentionally omitted, see Maritime Pollution Liability (section 4.3.2).

#### 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 & 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
<b>General</b>				<b>Diving - Southern California</b>			
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
<b>Salvage</b>				<b>Diving - Northern California</b>			
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
<b>Environmental</b>				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	<b>Remote Operated Vehicle (ROV)</b>			
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 do not include prevailing wage rates or rules. Projects requiring the payment of prevailing wage rates and working rules may be subject to additional charges and minimums as required by applicable laws and regulations.
- 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](http://www.gdiving.com) • Fax 206-932-9036



Association of  
Diving Contractors  
International



American  
Salvage  
Association

AGC of America  
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA  
Quality People. Quality Projects.





**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

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

Jet Pump - 4" 2 Stage 225 PSI	Day	\$189
Jet Pump - 6 x 6 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

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

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



**GLOBAL**  
**EQUIPMENT & MATERIALS TARIFF**  
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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

<b>Burning &amp; Welding</b>	<b>UOM</b>	<b>Rate</b>
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%

<b>Electrical Generators</b>	<b>UOM</b>	<b>Rate</b>
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%

<b>Hydraulic Systems</b>	<b>UOM</b>	<b>Rate</b>
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

<b>Air Compressors - Pneumatic Systems</b>	<b>UOM</b>	<b>Rate</b>
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

<b>Vessels (Rates listed do not include crew or fuel)</b>	<b>UOM</b>	<b>Rate</b>
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

<b>Topside Tools</b>	<b>UOM</b>	<b>Rate</b>
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

<b>Communications / Office</b>	<b>UOM</b>	<b>Rate</b>
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)