



# Commission Staff Report – DRAFT

October 16, 2017

**COMMISSION MEETING DATE:** November 30, 2017

**SUBJECT:** Sabah International Incorporated – Five Year Multi-Task General Services Agreement for fire system 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	<i>Other</i>
<b>Division:</b>	Generation Services	<i>If other, please describe: Informal bidding was completed for CT facilities specific services, the remaining contract is enabling for other services as needed at all facilities.</i>
<b>Department:</b>	Combustion Turbines	

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

## **RECOMMENDATION:**

Approval of Resolution XX-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated for fire systems maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 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.

It is recommended to place this item on the Commission Consent Calendar.

## **BACKGROUND:**

Fire system maintenance 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.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not-to-exceed \$500,000 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:**

For services specific to the NCPA Combustion Turbine facilities, this vendor was selected as a result of Informal Bidding done in accordance with NCPA's procurement policies and procedures. The Request for Proposal (RFP) was sent to three potential bidders on 9/8/2017. NCPA received two bids (one bidder was non responsive). Both proposals were evaluated based on service offerings, competitive pricing, fire system testing/reports and expertise to maintain our fire systems installed throughout NCPA Combustion Turbine facilities. This vendor is recommended to provide this service because it provided the lowest evaluated costs to the Agency.

The remainder of the agreement is enabling for additional services as needed and 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) 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 approvals.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments:

- Resolution
- Multi-Task General Services Agreement with Sabah International Incorporated

**RESOLUTION 17-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SABAH  
INTERNATIONAL INCORPORATED**

**(reference Staff Report #xxx:17)**

WHEREAS, fire system maintenance services 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, Sabah International Incorporated is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Sabah International Incorporated to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA and SCPPA Member facilities in an amount not-to-exceed \$500,000 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;

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for fire system maintenance services 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	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

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

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



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
SABAH INTERNATIONAL INCORPORATED**

This Multi-Task General Services Agreement ("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 Sabah International Incorporated, a corporation with its office located at 5925 Stoneridge Drive, Pleasanton, CA 94588-2705 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2017 ("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** five hundred thousand dollars (\$500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

**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 Professional Liability Insurance.** Not Applicable.
- 4.4 Pollution Insurance.** Not Applicable.
- 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 have the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1, 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.
- 5.3 Transfer of Title.** Not Applicable.

## **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 both of 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:

Sabah International Incorporated  
Attention: Sheri Learmonth  
5925 Stoneridge Drive  
Pleasanton, CA 94588

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

SABAH INTERNATIONAL  
INCORPORATED

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**  
General Manager

\_\_\_\_\_  
**SHERI LEARMONTH,**  
Internal Operations Manager/Controller

Attest:

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Assistant Secretary of the Commission

Approved as to Form:

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General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

Sabah International Incorporated (“Contractor”) shall provide fire system maintenance services as requested by the Northern California Power Agency (“Agency”) at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

General services to include, but not be limited to the following:

- Fire Alarm System Testing & Inspection
- Security System Testing & Maintenance
- Special Hazard Suppression System / Hood Inspections
- Detection - PA
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- Leak Detection Inspection Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection | Fire Pump | Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications
- Critical Inventory Maintenance

Specific services for CT/LEC facilities to include, but not be limited to the following:

## Fire Alarm System Inspection & Testing

Scope – SABAH INTERNATIONAL INCORPORATED will test & inspect the CUSTOMER's system(s) and associated components listed on the attached Equipment List as required under NFPA 72 and any overriding local requirements as applicable below.

- NFPA 72 – Testing (referenced in NFPA 72 2016 ed. Chapter 14.4.3.2)
- NFPA 72 - Visual Inspections (referenced in NFPA 72 2016 ed. Chapter 14.3.1)
- Locally or Insurance Company required UL Certification
- Smoke Detector Cleaning
- Smoke Detector using Calibrated Sensitivity Test Instrument
- Other Customer Mandated Requirements (See Special Provisions for details)

Each call will be scheduled with a work order detailing the tasks to be performed and any special tools, equipment, and instrumentation required for properly testing and inspecting the system.

All testing will be completed in accordance with the edition of NFPA 72 edition in effect in California at the signing of this agreement unless specifically requested and agreed to in exclusions below. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

**Inspection Reports** – SABAH INTERNATIONAL INCORPORATED will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

**Repair Support** – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

**Sensitivity Testing Frequency** – If this service is chosen above, sensitivity testing will be performed during the first year of this Agreement and every alternate year thereafter. If acceptable to the Local Authority Having Jurisdiction, this work can be scheduled so that fifty percent (50%) of the smoke detectors are tested each year. A detailed report will be maintained by SABAH INTERNATIONAL INCORPORATED and submitted to the CUSTOMER documenting the Sensitivity Test results. When this report can be accessed through the Control Unit operator interface or a connected printer, this report shall be used. Detectors which fail the Sensitivity Test will be either adjusted, (if the specific detector is listed as field adjustable), and recalibrated or replaced according to the terms and conditions found elsewhere in this Agreement.

**Elevator Recall Testing** - Sabah International will perform the annual auxiliary test of the Elevator Recall per NFPA 72 Code Compliance providing a bypass/restore key is readily available. Return visits to complete this portion of the annual inspection may result in additional trip charges if Sabah International is unable to perform during the scheduled inspection. The Elevator Recall inspection as required by NFPA 72 does not include the annual inspection with the elevator state inspector. If a Sabah Technician is requested to be present for this inspection, Sabah will bill in addition to this agreement on a time and material basis.

**Exclusions: Parts, Repairs and Troubleshooting**

## Special Hazard Suppression System Inspection & Testing

**Scope** – SABAH INTERNATIONAL INCORPORATED will inspect and test the CUSTOMER’s system(s) and associated components listed on the attached Equipment List as required under the NFPA Code and Chapter as applicable below.

- Clean Agent Systems - in accordance with NFPA 72 and NFPA 2001**
  - Annual - All systems shall be thoroughly inspected and tested for proper operation. Discharge tests are not required.
  - Annual - The enclosure protected by the clean agent shall be thoroughly inspected to determine if penetrations or other changes have occurred that could adversely affect agent leakage or change volume of hazard or both.
  - Semi-annual - The agent quantity and pressure of refillable containers shall be checked.
  
- Halon 1301 Systems in accordance with NFPA 72 and NFPA 12A**
  - Annual - All system hoses shall be examined for damage.
  - Semi-annual - All systems shall be thoroughly inspected, tested, and documented for proper operation by trained competent personnel. Tests shall be in accordance with the appropriate NFPA Standard
  - Semi-annual – Halon protected enclosure shall be thoroughly inspected to determine if penetrations or other changes have occurred that could adversely affect Halon leakage.
  - Semi-annual - The agent quantity and pressure of refillable containers shall be checked.
  
- Kitchen Hood Systems – in accordance with NFPA 72 and NFPA 17A Chapter 5**
  - Semi-annual – Inspection and maintenance shall be conducted in accordance with the manufacturer’s listed installation and maintenance manual.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required for properly maintaining the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

**Inspection Reports** – SABAH INTERNATIONAL INCORPORATED will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

**Repair Support** – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER’s system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED’s sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

**Exclusions: Parts, Repairs and Troubleshooting**



## NFPA 25 / CCR Title 19 Testing, Inspection, & Maintenance

Scope – SABAH INTERNATIONAL INCORPORATED will test, inspect, and maintain the CUSTOMER's system(s) and associated components listed on the attached Equipment List as required under NFPA 25 Chapter and as amended by CCR, Title 19 as applicable below.

- NFPA 25, Chapter 5 - Fire Sprinkler Systems
- NFPA 25, Chapter 6 - Standpipe and Hose Systems
- NFPA 25, Chapter 7 - Private Fire Main Systems
- NFPA 25, Chapter 8 - Fire Pumps
- NFPA 25, Chapter 9 - Water Storage Tanks (Includes 5-year Cleaning)
- NFPA 25, Chapter 10 - Water Spray Fixed Systems
- NFPA 25, Chapter 11 - Foam-Water Sprinkler Fire Systems

Each call will be scheduled with a work order detailing the tasks to be performed and any special tools, equipment, and instrumentation required for properly testing and inspecting the system.

All testing will be completed in accordance with the most recent edition of NFPA 25 and applicable Chapter as amended by CCR, Title 19 in effect in California at the signing of this agreement, unless specifically requested and agreed to in exclusions below. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

**Inspection Reports** - SABAH INTERNATIONAL INCORPORATED will provide to the CUSTOMER upon completion of each inspection, test, or service call, a report certifying that such tests and inspections have been completed including California State Fire Marshal AES forms documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

**Repair Support** – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

### **Exclusions:**

- 1) Weekly and Monthly Fire Pump Testing.

## Fire Extinguisher Inspection & Maintenance

**Scope** – SABAH INTERNATIONAL INCORPORATED will test & inspect the fire extinguishers listed on the attached Equipment List.

Each call will be scheduled with a work order detailing the tasks to be performed and any special tools and instrumentation required for properly inspecting and maintaining the extinguisher. Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

**Testing & Inspection Frequencies** – SABAH INTERNATIONAL INCORPORATED will perform:

- Five (5)** 100% inspections, services, and certifications done once per year of fire extinguishers and associated enclosures. All testing will be completed in accordance with the most recent edition of NFPA 10, Chapter 4. Please refer to Special Provisions for any additional testing and inspections to be performed under this Agreement.

**Inspection Reports** – SABAH INTERNATIONAL INCORPORATED will furnish a written report certifying that such tests and inspections have been completed documenting any deficiencies found which may require corrective action. Reports will be available immediately via the Internet as a web page. They will also be available as a downloadable document. Reports will be automatically archived.

**Repair Support** – Components and parts on the Equipment List that have been found to be missing, defective, require maintenance or have failed will be identified following each test, inspection, or service call. An estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to SABAH INTERNATIONAL INCORPORATED by an authorized representative of the CUSTOMER before proceeding with the work. Replaced components will be new and of compatible design as required to maintain CUSTOMER’s system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At SABAH INTERNATIONAL INCORPORATED’s sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of SABAH INTERNATIONAL INCORPORATED.

Quantity	Extinguisher
45	5 lb. ABC
33	20 lb. Dry Chemical
16	15.5 lb. Halitron

## Emergency Services

Should an emergency arise, SABAH INTERNATIONAL INCORPORATED personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within One (1) hour of receipt of call by the CUSTOMER.

**On-Site Response Time:** If it is determined that a site visit is required, SABAH INTERNATIONAL INCORPORATED personnel will arrive at the affected premises within Four (4) hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to SABAH INTERNATIONAL INCORPORATED at then current SABAH INTERNATIONAL INCORPORATED published service labor rates and standard service charges unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires SABAH INTERNATIONAL INCORPORATED to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with SABAH INTERNATIONAL INCORPORATED published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

- Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER SABAH INTERNATIONAL INCORPORATED will provide a response time as stated and agreed to above.
  
- Pre-Purchased Emergency Service:** SABAH INTERNATIONAL INCORPORATED will provide 0 each contract year of onsite of Emergency Service Call Hours 24 hours per day, 7 days per week at no additional charge. Travel time up to the hours of these pre-purchased emergency calls is included under this Agreement. CUSTOMER will be notified once pre-purchased hours have been exceeded. Emergency Service over the amount of pre-purchased hours will be 100% reimbursable by CUSTOMER. SABAH INTERNATIONAL INCORPORATED will provide a response time as stated and agreed to above.
  
- 24/7 Emergency Service:** SABAH INTERNATIONAL INCORPORATED will provide unlimited Emergency Service 24 hours per day, 7 days per week at no additional charge. Labor for travel time is included under this Agreement. SABAH INTERNATIONAL INCORPORATED will provide a response time as stated and agreed to above.

## Special Provisions

These Special Provisions are incorporated by reference into and made a part of this Agreement.

All work is to be prescheduled with Customer's Responsible Party (i.e Engineering/Management) and coordinated upon a mutually accepted test schedule. Customer is to provide 100% free and clear access to all areas needed to complete the contracted scope of work on each scheduled date. Additional fees may apply if return visits are necessary to complete the compliance testing in the event Sabah International and/or its subcontractors are not able to gain access to the area(s) need to complete the inspection.

**Additional Provisions:** All employees will follow the safety requirements set forth by NCPA. Sabah will provide all appropriate PPE including hard hats, safety glasses and steel toe shoes.  
The Annual inspections are to be conducted yearly during the spring outage.

During the Foam System testing Sabah will provide a holding tank to capture and test the foam solution.

Inspection of Fire water tanks will be for compliance with the following codes and standards:

AWWA; EPA; NFPA 22; NFPA 25; OSHA

**STEP 1: Perform Interior Inspection**

Please note, our ROV unit requires, at minimum, a 12" diameter manway/opening.

The interior in-service inspection will be performed using our ROV Inspection Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. Tank is to remain full during internal inspection.

This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our Inspector personnel.

Owner will receive a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.

The following tests shall be performed during the inspection: Lead check – Interior & Exterior, Mil thickness test (coating thickness) – Exterior only, Cross hatch test (paint adhesion) – Exterior only, Ultra-sonic test of tank shell – Exterior only

**STEP 2: Perform Interior Clean Out**

An interior in-service cleanout of sediment from the tank floor is not to exceed three (3) inches. Additional accumulation will be priced at \$300/hour after 3". The interior cleanout will be performed using our Remotely Controlled Submersible Vehicle. The tank is to remain full during the internal cleanout.

Our price is based on dimensions acquired from the Customer, who understands that if the size of the tank is larger than implied, our price will be adjusted accordingly.

Debris and sediment will be placed on the ground or in a customer designated drainage area within 50' of the tank base. The customer is to provide an area for disposal of all debris, sediment and water generated from the robotic cleanout.

The majority of sediment will be removed from the tank with the robotic equipment; however the customer understands that 100% removal of sediment and debris cannot be attained without draining the tank.

Please note that our ROV cleanout robot requires at least a 24" (round or square) opening.

If the interior access ladder impedes the manway and restricts access to the tank interior with our ROV cleanout robot, the Owner agrees that the top few rungs may be removed to gain access to the tank as long as the structural integrity of the interior access ladder will not be compromised.

Friday, September 22, 2017

If any other tank accessories impede the opening, the Owner agrees that necessary modifications may be made, which will be in accordance with AWWA, to gain access to the tank.

In the event it becomes necessary to drain the tank once we are on site, draining shall be performed by the Owner.

If the Owner does not allow us to make the necessary modifications to the tank and the ROV cleanout robot cannot access the tank, a mobilization fee will be charged.

Please Note, Owner is responsible for the water discharge process. PTM will provide piping of up to 100' to direct discharge from the tank. Owner's representative will direct where the water is discharged to.

## Equipment List

Services to be provided at the following location:

CT1 Lodi  
2131 W. Turner Road  
Lodi, CA 95242

### Suppression

Qty	Equipment Type	Manufacturer	Model Number
5	Heat Detectors	Fenwal	Detect-A-Fire 375 deg.
3	Audible/Visual Devices	Sieas	Beacon, Bell, Siren
2	Manual Pull Stations	Cortem	Primary, Reserve
2	Solenoid Circuit Test	Chemtron	Primary, Reserve
2	Tank Heaters	Acra	Wrap-it-heat
2	Cylinder Weight Test	Chemtron	Halon 1301

### Sprinkler

Qty	Equipment Type
2	Fire Hydrants - Inspection Test & Maintenance

## Equipment List

Services to be provided at the following location:

STIG CT2 Lodi  
12745 N. Thornton Road  
Lodi, CA 95241

### Fire Detection

Qty	Equipment Type	Manufacturer	Model Number
10	Smoke Detector	Fenwal	PSD-7152
7	Heat Detector 12' or Below	Fenwal	70 Series
2	Heat Detector Above 12'	Fenwal	71 Series
4	Flame Detector	Fenwal	UV
6	Water flow Switches	Potter	WF-V
9	Tamper Switches & PIV's	Potter	PIB-V2
6	Bell	Federal Signal	4766
3	Strobe	Federal Signal	VLS
1	Horn Strobe	Federal Signal	450D
6	Manual Pull Stations	Fenwal	Dual Action
1	Primary Control Panel	Fenwal	FN-2000
2	Batteries	Power Sonic	12v35AH

### Suppression

Qty	Equipment Type	Manufacturer	Model Number
1	Control Panel	Fenwal	FN-2000
2	Batteries	Power Sonic	12V35AH
8	Smoke Detectors	Fenwal	PSD-7152
4	Heat Detectors	Fenwal	THD-7154
1	Aborts Switches	Fenwal	Push/Hold
4	Manual Release Stations	Fenwal	Man.Rel.
3	Methane Gas Detectors	Fenwal	Area-Gas Turbine
4	FM-200 Central Storage Tanks	Fenwal	C.S./Cylinder
12	CO2 Cylinder Tanks	Kidde	CO2 C.S.

### Sprinkler

Qty	Equipment Type
1	Automatic System - Main Office & Control Building (Wet System)
2	Deluge Systems - Main Office & Control Building (Transformers Main & Auxillary)
1	Automatic System - North Water Treatment (Wet System)
2	Deluge Systems - Maintenance Building (Amonia Tank & Cooling Tower Addition)
1	Automatic System - Fire Pump Building (Wet System)
2	Water Storage Tanks 250,000 Gallons
11	Fire Hydrants
10	PIV's
1	Fire Pump - Diesel



## Equipment List

Services to be provided at the following location:

L.E.C.  
12745 N. Thornton Road  
Lodi, CA 95241

### Fire Detection

Qty	Equipment Type	Manufacturer	Model Number
14	Smoke Detectors	EST	SIGA-PS & SIGA-IS
33	Heat Detector Above 12'	Fenwal	27121 Series
1	Water flow Switch	Potter	WF-V
3	Tamper Switches & PIV's	Potter	PIB-V2
6	Bell	Federal Signal	4766
3	Strobe	EST	405 Series
25	Horn Strobe	EST	757 Series
17	Manual Pull Stations	EST	SIGA-278
1	Primary Control Panel	EST	EST-3
2	Remote Annunciators	EST	3-ANN-CPU3
3	Booster Power Supply	EST	BPS10A
10	Batteries	Power Sonic	12v7AH

### Suppression

Qty	Equipment Type	Manufacturer	Model Number
1	Control Panel	Notifier	NFS-640
2	Batteries	Power Sonic	12V26AH
2	Smoke Detectors	Notifier	FSI-851
10	Heat Detectors	Fenwal	12X27121-0
7	Audible/Visual Devices	Federal Signal	Siren & H/S
8	Manual Release Stations	Sigcom	SGX-32SK1
4	Methane Gas Detectors	Detronics	006824-001
4	Solenoids	Chemtron	V5I
4	FM-200 Central Storage Tanks	Chemtron	C.S.

### Sprinkler

Qty	Equipment Type
1	Automatic System - New Water Treatment Building (Wet System)
1	Deluge System- STG Building (Lube Oil Equipment)
1	Foam System - STG Building (4 FOAM GEN)
1	Pre-Action System - STG Building (Steam Turbine Bearings)
1	Fire Hose
1	Water Storage Tank 500,000 Gallons

## Equipment List

Services to be provided at the following location:

CT1 Alameda  
2900 MAIN STREET  
ALAMEDA, CA 94501

### Suppression

Qty	Equipment Type	Manufacturer	Model Number
2	Control Panels (Units 1 and 2)	CHEMATRON	SP1-17153
6	Heat Detectors	CHEMATRON	
2	Audible Devices	CHEMATRON	
2	Beacons	CHEMATRON	
2	Manual Release Stations	CHEMATRON	
4	Solenoid Circuit Tests	CHEMATRON	
4	Sphere Tanks	CHEMATRON	CHEMETRON

### Sprinkler

Qty	Equipment Type
3	Fire Hydrants - Inspection Test and Maintenance
3	P.I.V.'s



## 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:

Specific Pricing for CT/LEC services:

	<b>Annual Fee</b>	<b>5-Year Fee</b>
<input checked="" type="checkbox"/> Fire Alarm System Testing & Inspection	\$3,679	\$18,395
<input type="checkbox"/> Security System Testing & Maintenance		\$0
<input checked="" type="checkbox"/> Special Hazard Suppression Systems	\$5,890	\$29,450
<input type="checkbox"/> Detection-PA		\$0
<input checked="" type="checkbox"/> Fire Extinguisher Inspection & Maintenance	\$2,192	\$10,960
<input type="checkbox"/> Emergency Services		\$0
<input type="checkbox"/> Leak Detection Inspection Services		\$0
<input type="checkbox"/> UL Central Station Monitoring		\$0
<input checked="" type="checkbox"/> Sprinkler System Testing & Inspection (Quarterly, Annual)   Fire Pump   Foam-Water	\$12,584	\$62,920
<input checked="" type="checkbox"/> 5-Year Sprinkler Testing, Inspection & Maintenance		\$22,710
<input checked="" type="checkbox"/> 5-Year Fire Water Tank Inspection and Cleaning		\$16,163
<input type="checkbox"/> Critical Inventory Maintenance		NA
<input type="checkbox"/> Special Provisions		NA

**Fee for services: All for the annual sum of \$24,345 and 5-Year sum of \$160,598**

Pricing for additional services to be performed at NCPA, 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.

**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

SABAH INTERNATIONAL INCORPORATED

(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.

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(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.

**NOT APPLICABLE**

**EXHIBIT D**

**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.

**NOT APPLICABLE**

**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 established 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)  
\_\_\_\_\_