



Commission Staff Report – *Draft*

February 14, 2017

COMMISSION MEETING DATE: March 23, 2017

SUBJECT: Westgate Petroleum Company, Inc. – Five Year Agreement for Purchase of Equipment, Materials and Supplies for Fuel, Oil and Lubricant Products; Applicable to the Geothermal Facility.

AGENDA CATEGORY: Consent

FROM:	Ken Speer	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	
Department:	Geothermal	

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

RECOMMENDATION:

Approve Resolution 17-XX authorizing the General Manager or his designee to enter into a five-year Agreement for Purchase of Equipment, Materials and Supplies of fuel, oils, lubricants and other miscellaneous petroleum products, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed an amount of \$1,350,000 over five years for use at the Geothermal facility.

BACKGROUND:

The purchase and delivery of fuel, oils, lubricants and other miscellaneous petroleum products are needed at the Geothermal facility. The estimated fuel cost for one drilling project is typically between \$450,000 and \$500,000. Westgate Petroleum Company, Inc. is a supplier of these petroleum products.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,350,000 over five years to be used out of NCPA Geothermal 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 five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has an enabling agreement in place with Redwood Coast Fuels for similar services and will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments: (2)

- Resolution
- Agreement for Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc.

RESOLUTION 17-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING AN AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND
SUPPLIES WITH WESTGATE PETROLEUM COMPANY, INC.

(reference Staff Report #xxx:17)

WHEREAS, purchase and delivery of fuel, oils, lubricants and other miscellaneous petroleum products are required for plant operations at the Geothermal facility; and

WHEREAS, the estimated fuel cost for a Geothermal drilling project is approximately \$500,000; and

WHEREAS, Westgate Petroleum Company, Inc. is a provider of these products and services; 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 an Agreement for Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,350,000 over five years for delivery and purchase of petroleum products for use at NCPA Geothermal Facility and authorize the General Manager to approve the issuance of purchase orders for any amount as needed pursuant to the contract.

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

Table with 4 columns: Name, Vote, Abstained, Absent. Rows include Alameda, BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Truckee Donner, Ukiah, Plumas-Sierra.

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
WESTGATE PETROLEUM COMPANY, INC.
(Single Task)**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is entered into on _____, 2017 (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, ("Agency"), a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 and Westgate Petroleum Company, Inc., ("Supplier"), whose principal office is located at 3740 Highland Springs Road, Lakeport, CA 95453 (together sometimes referred to as the "Parties").

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

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

Section 3. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,350,000) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges as described in Exhibit B.

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

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

3.2 Payment. Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.

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

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

- 4.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including pollution liability, and the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 4.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability and pollution 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 Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsements or exclusions for failure to supply, erroneous, wrongful or misdelivery or pollution liability limiting the coverage shall be included or attached.
- 4.4 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.5 **All Policies Requirements.**
- 4.5.1 **Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the pollution liability, automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

- 4.5.2 **Notice of Reduction in or Cancellation of Coverage.** Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.
- 4.5.3 **Waiver of Subrogation.** Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- 4.5.4 **Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.
- 4.6 **Pollution Liability Insurance.** Supplier shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

Section 5. **WARRANTY.** In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace the same to Agency's satisfaction.

Section 6. **INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

- 6.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause

shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 6.2 **Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Supplier, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.
- 6.3 **Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 7. **MISCELLANEOUS PROVISIONS.**

- 7.1 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 7.2 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 7.3 **Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 7.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.

- 7.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 7.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 7.7 **Governing Law.** This Agreement and all matters pertaining to it shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 7.8 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 7.9 **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.
- 7.10 **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.
- 7.11 **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.
- 7.12 **Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Supplier shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 7.13 **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.
- 7.14 **Notices.** Any written notice to Supplier shall be sent to:

Westgate Petroleum Company, Inc.
3740 Highland Springs Road
Lakeport, CA 95453

Any written notice to Agency shall be sent to:

Mr. 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

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

- 7.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 7.15.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 7.15.3 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.
- 7.15.4 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.
- 7.15.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 7.15.6 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.*

- 7.16 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Supplier's Proposal, the Exhibits shall control.
- 7.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 7.18 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit D.
- 7.19 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

WESTGATE PETROLEUM COMPANY, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

CLAUDE BROWN, Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

PURCHASE LIST / SCOPE OF WORK

WESTGATE PETROLEUM COMPANY, INC. ("Contractor") shall deliver Fuel to the NORTHERN CALIFORNIA POWER AGENCY ("Agency") Geothermal Facility Storage Tanks and deliver Oils, Lubricants, and other miscellaneous petroleum products, to the Agency as requested, in accordance with the following specifications:

1. **Definitions.** For the purposes of this Agreement,
 - a. "Fuel" shall include Regular Unleaded Gasoline, Clear Diesel Fuel and Dyed Diesel Fuel unless otherwise specified by Agency in writing, and shall include Oils, Lubricants, and other miscellaneous petroleum products, as requested; and
 - b. "Geothermal Facility Storage Tanks" shall mean the tanks located at both Agency power plants and the tanks located at Agency's Steam Field Shop area.
2. **Contractor shall:**
 - a. Deliver Fuel upon the request of Agency in a manner consistent with Agency direction regarding specific Fuel quantity and delivery location;
 - b. Provide delivery of Fuel within twenty-four (24) hours of Agency request, but under no circumstances shall Contractor fail to deliver Fuel within forty-eight (48) hours of Agency's request.
 - c. Be responsible for the safe delivery of Fuel to the location designated by Agency, in a manner consistent with all applicable environmental, health and safety regulations;
 - d. Promptly inform Agency concerning any spill, leak or other problem involving any delivery of Fuel pursuant to this Agreement and take all necessary steps pursuant to applicable environmental, health and safety laws or regulations to prevent, mitigate, contain, clean up or otherwise address all such spills, leaks or other problems;
 - e. Ensure that any and all Contractor employees and subcontractors use appropriate personal protective equipment ("PPE") in the performance of work pursuant to this Agreement and as otherwise directed by the Agency;
 - f. Make all deliveries using Contractor-owned vehicles or contracted carriers, which are all owned, hired, leased, rented or otherwise used by Contractor in a manner that ensures they are covered under the Contractors' provided automobile insurance plans;
 - g. Ensure that all Contractor vehicles are labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdiction having control over said delivery truck operations; and
 - h. Deliver Fuel to Agency in accordance with any additional specifications set forth by Agency.
3. **Agency shall:**
 - a. Endeavor to request Fuel delivery from Contractor between twenty-four (24) hours and forty-eight (48) hours before Agency needs Fuel delivered, with the exception of an occasional emergency

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all goods, shall not exceed \$1,350,000.

1. Terms used under Compensation Schedule and Hourly Fees shall have the same meaning as the terms set forth in the Agreement and Exhibit A - Scope of Work.
2. Agency shall only compensate Contractor for Completed Deliveries.
 - a. A "Completed Delivery" means:
 - i. Contractor has delivered the full quantity of Fuel that Agency requested to the final location designated by Agency; and
 - ii. Contractor has delivered the full quantity of Fuel that Agency requested within the time specified by Agency; but not to exceed forty-eight (48) hours after Contractor was notified of Agency's request.
3. Compensation shall be calculated for each Completed Delivery using unbranded Oil Price Information Service ("OPIS") Average Rack Prices for the product, as follows:
 - a. Contractor shall use the San Francisco Daily Unbranded OPIS Average to calculate compensation.
 - i. In making the calculation set forth in Section 3(a) under Compensation Schedule and Hourly Fees, Contractor shall use the OPIS prices for the date the delivery is Completed; and
 - ii. Contractor shall not aggregate Completed Deliveries in response to multiple Agency requests to complete the calculation set forth in Section 3(a) under Compensation Schedule and Hourly Fees.
 - b. Contractor may add no more than \$0.249 cents per gallon to the cost of each Completed Delivery to cover Contractor costs related to labor, fees, taxes or other expenses.
4. Agency shall not provide Contractor with any additional compensation for labor costs, taxes, fees or other expenses related to the performance of work under this Agreement, beyond that set forth in Section 3 of Compensation Schedule.

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 – Not Applicable

CERTIFICATION

Affidavit of Compliance for Suppliers

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

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:

(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.