



To Facilities Committee 1-6-2016

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Commission Staff Report

AGENDA ITEM NO.: ____

Date: December 30, 2015

To: NCPA Commission

Subject: **Worley Parsons Group, Inc. – First Amendment to Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: LEC, CT1, CT2, Hydro, Geothermal, Members, SCPPA, and SCPPA Members**

Proposal

Approve a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc. increasing the total compensation authorized by the agreement from a not to exceed amount of \$225,000 to a not to exceed amount of \$1,000,000 for consulting services related to project support and plant operations as needed at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members.

Background

Various consulting services are required at the NCPA plant locations from time to time. Worley Parsons Group, Inc. is a provider of these services. NCPA entered into a five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc. effective May 8, 2014 for an amount not-to-exceed \$225,000. Worley Parsons was the lowest bidder on several projects which used a large portion of the contract funds. This amendment will add additional funds to the agreement for future use and expand the scope of work to include NCPA members, SCPPA, and/or SCPPA members.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When consulting services are required, the specific scope of work will be bid consistent with NCPA procurement policies and procedures. This is the first enabling agreement for these types of services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

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

SR:

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

The recommendation below was reviewed by the Facilities Committee on January 6, 2016 and *[was recommended for Commission approval.] For Facilities Committee meetings where a quorum was not present: [No formal action was taken due to the lack of a quorum, however, the [Project name] participants present at the meeting voiced their support for the recommendation below and all other meeting attendees did not have any objections.]*

The recommendation below was reviewed by the Lodi Energy Center Project Participant Committee on _____ and was *[recommended for Commission approval.]*

Recommendation

Staff recommends that the NCPA Commission approve Resolution 16-XX authorizing the General Manager or his designee to enter into a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc., increasing the not exceed amount from \$225,000 to \$1,000,000 for consulting services related to project support and plant operations as needed at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members, with any non-substantial changes recommended and approved by the NCPA General Counsel.

Respectfully submitted,

Prepared by:

RANDY S. HOWARD
General Manager

KEN SPEER
Assistant General Manager
Generation Services

Attachments (3):

- Resolution
- First Amendment to Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc.
- Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc.

SR:

RESOLUTION 16-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH WORLEY PARSONS GROUP, INC. (reference Staff Report #xxx:16)

WHEREAS, Northern California Power Agency (NCPA) facilities require periodic consulting services related to project support and plant operations; and

WHEREAS, NCPA members, the Southern California Public Power Authority (SCPPA), and/or SCPPA members also utilize consultants to provide project related support; and

WHEREAS, Worley Parsons Group, Inc. is a provider of these consulting services; and

WHEREAS, on May 8, 2014 NCPA entered into a five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc. for an amount not to exceed \$225,000 and now desires to amend that agreement to increase the authorized funds and expand its scope of services to include NCPA members, SCPPA, and/or SCPPA members; and

WHEREAS, on _____ the LEC Project Participant Committee approved the First Amendment to the Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc.; 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 a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Worley Parsons Group, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000 for services as needed at any facilities owned and/or operated by NCPA, by its members, by SCPPA, or by SCPPA members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2016 by the following vote on roll call:

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

Truckee Donner
Ukiah
Plumas-Sierra

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CAROL GARCIA
CHAIRPERSON

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEY PARSONS GROUP, INC.

This First Amendment ("Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and WorleyParsons Group, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2016.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective May 8, 2014, (the "Agreement") for Consultant to provide consulting services related to project support and plant operations; and

WHEREAS, the Agency now desire to amend the Agreement to add a new Section 1.5, Services Provided, to expand the services provided under the Agreement to Agency members, Southern California Public Power Authority ("SCPPA"), or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$225,000.00 to a 'NOT TO EXCEED' amount of \$1,000,000.00; and

WHEREAS, the Agency now desires to amend the Agreement to add a new Section 4.4.3, Additional Certificates and Endorsements, with respect to services which may be provided to an Agency member, SCPPA, and/or a SCPPA member; and

WHEREAS, the Agency also desires to amend Section 10.15, No Third Party Beneficiaries, with respect to services which may be provided to an Agency member, SCCPA, and/or a SCPPA member; and

WHEREAS, the Agency now desires to amend the SCOPE OF WORK set forth in Exhibit A to the Agreement; and

WHEREAS, the Agency now desire to amend the COMPENSATION SCHEDULE AND HOURLY FEES set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties, as evidenced by the signatures of their respective authorized representatives below, agree as follows:

1. **Section 1.5-Services Provided** is added to the Agreement as follows:

Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

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

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

The remainder of Section 2 of the Agreement is unchanged.

3. **Section 4.4.3-Additional Certificates and Endorsements** is added to the Agreement as follows:

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

4. **Section 10.15-No Third Party Beneficiaries** of the Agreement is amended and restated to read as follows:

This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member. If requested by Agency, such Member agrees to sign the "Acknowledgement of Agreement", attached hereto as Exhibit D and incorporated herein, prior to receiving Services under the Purchase Order.

5. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
6. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

WORLEY PARSONS GROUP, INC.

RANDY S. HOWARD, General Manager

GARRY KING, Senior Vice President-Power-US-East

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

As requested, Worley Parsons Group Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The current hourly rates and or compensation break down and an estimated amount of expenses is attached. Consultant may revise the rates set forth herein no more frequently than once per year, with thirty days' prior written notice, and a list of the revised rates to NCPA.

See Rate Sheet Attachment

Rates for work to be performed at NCPA Member/SCPPA locations will be proposed at the time work is needed.

EXHIBIT D

Acknowledgement of Agreement

This Acknowledgement confirms the intent of _____, a _____ ("Member") to participate in and utilize the Multi-Task Agreement to which this Exhibit is attached, including all other Exhibits attached hereto, between the Northern California Power Agency ("Agency") and Worley Parsons Group, Inc. ("Consultant") effective May 8, 2014, ("Agreement"). Member has reviewed the terms and conditions of the Agreement in detail and agrees to abide by them. It is understood and agreed that payments for Services by Consultant provided to Member shall be paid by Agency and funded by Member to Agency pursuant to a Support Services Program Agreement between Agency and Member. All invoices for Services for Member shall be addressed to Agency.

Further, Member agrees and acknowledges that the terms, conditions, and applicable Exhibits set forth in the Agreement will apply between Member and Consultant.

MEMBER

By: _____

Printed: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Printed: _____

Title: _____

Date: _____



**MULTI-TASK
CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
WORLEY PARSONS GROUP, INC.**

This agreement for consulting services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Worley Parsons Group, Inc., a Delaware Corporation with its office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as the "Parties") as of 5/8/, 2014 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant is willing to provide to Agency the range of services described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Services").

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

1.2.1 If Contractor's failure to conform to this standard of performance is discovered within two (2) years of the completion of the Services under any Purchase Order, and provided that Contractor is notified of such nonconformance within one hundred twenty (120) days after the discovery thereof, then Contractor shall, as its sole obligation, re-perform the deficient Services at no cost to Agency.

1.2.2 The standard of performance set forth above are the only warranties made by Contractor in connection with the Services and no other warranties of any kind, whether statutory, oral, written, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply. The remedies set forth above are in lieu of and excludes all other remedies available to Agency against Contractor either at law or in equity, and regardless of whether such claims are alleged to have risen from negligence; breach of warranty; breach of contract; or other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing.

- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two hundred and twenty-five thousand dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- The beginning and ending dates of the billing period;
 - Services performed;
 - The Purchase Order number authorizing the Requested Services;
 - At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder.
 - At Agency's option, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;

Invoices shall be sent to:

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

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

invoice in whole or in part, the Agency shall notify Consultant in writing by the payment due date of the basis for the portion in dispute and pay the undisputed amount of the invoice within the time provided for herein. Consultant shall be entitled to suspend until fully paid, or terminate the Services under this Agreement should Agency fail to compensate Consultant in accordance with the terms and conditions of this Agreement for undisputed Services performed.

- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of the Requested Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment for the Requested Services from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant, with limits of \$1,000,000 per occurrence/\$2,000,000 general aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement and with limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000) annual aggregate covering the Consultant's errors and omissions.

4.4 All Policies Requirements.

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

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

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

4.6 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated,

provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION, CONSULTANT'S RESPONSIBILITIES AND LIMITATION OF LIABILITY.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. 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, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, all to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, or by acts for which they could be held strictly liable, or by the quality or character of their work. However, such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such obligations are attributed to the negligence or willful misconduct of the Agency.
- 5.3 Limitation of Liability.** Notwithstanding any other provision herein to the contrary:
- 5.3.1** In no event shall either Party be liable to the other for special, indirect, incidental, punitive or consequential damages of any nature (regardless of whether such damages are alleged to have risen from negligence; breach of warranty; breach of contract; or other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing) including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services, goods and utilities; damages arising from delay; claims of customers; or interest; and
- 5.3.2** Contractor's maximum cumulative liability as to property damage and bodily injury under any Purchase Order issued hereunder shall be limited to the greater of the compensation received by Contractor under such Purchase Order or two million dollars (\$2,000,000).

Section 6. STATUS OF CONSULTANT.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant 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 Consultant pursuant to this Agreement;
- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement, provided that Consultant shall not be required to make available and Agency shall have no right to access or audit, the components of any amounts that are based on fixed rates or agreed on multipliers, except to the extent required by state law.
- 9.4 **Confidential Information and Disclosure.**

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal

department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative

10.8 Notices. Any written notice to Consultant shall be sent to:

Worley Parsons Group, Inc.
Attn: Marc Pelletier
2330 East Bidwell Street, Suite 150
Folsom, CA 95630

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

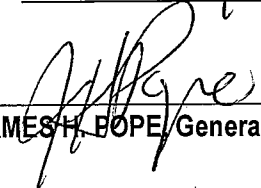
10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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


NORTHERN CALIFORNIA POWER AGENCY

Date 5/8/14

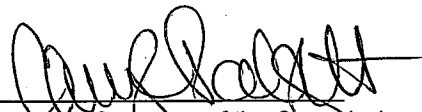

JAMES H. POPE, General Manager

WORLEY PARSONS GROUP INC.

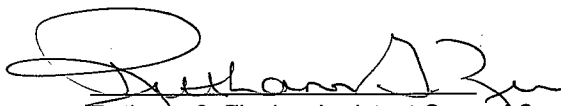
Date 4/30/14


John Rohde, Vice President-Power

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Ruthann G. Ziegler, Assistant General Counsel

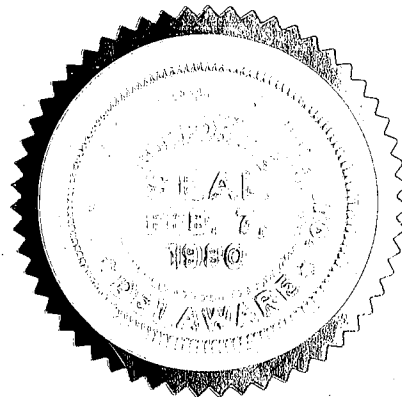


EXHIBIT A
SCOPE OF SERVICES

Worley Parsons Group Inc. ("Consultant") shall provide the Northern California Power Agency ("Agency") with consulting services related to project support and plant operations as needed by the Agency.

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

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed two hundred and twenty-five thousand dollars (\$225,000.00). The current hourly rates and or compensation break down and an estimated amount of expenses is attached. Consultant may revise the rates set forth herein, no more frequently than once per year, with thirty days' prior written notice, and a list of the revised rates, to NCPA.

See Rate Sheet Attachment

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



WORLEYPARSONS GROUP, INC. PAYROLL STRUCTURE
BILLING RATES EFFECTIVE THROUGH June 27, 2014
[This Schedule Represents Regular Full Time Employees]
Billing Rates Include an Additive for ODCs
NCPA / LODI

SALARY GRADE	TYPICAL TITLES	Time Billing Rate \$/Hr	Overtime Billing Rate \$/Hr
WPG..23	Marketing Coordinator, Accountant, Associate Buyer , Associate Expeditor, Associate Material Controller, Associate Project Safety Representative, Associate Tax Accountant	70.19	70.19
WPG..24	Project Administrator, Associate HR Advisor, Buyer, Associate Contract Administrator, Engineering Coordinator, Expeditor, Field Office Coordinator, Associate HR Advisor, Proposal Production Coordinator, Associate Subcontract Administrator	78.16	78.16
WPG..25	Senior Accountant, Accounting Supervisor, Associate Architect, Associate CAD Analyst, Associate Construction Specialist, Associate Ecologist, Associate Engineer, Senior Engineering Coordinator, Associate Estimator, Senior Expeditor, Associate Geologist, Associate Hydrogeologist, Material Controller, Associate Naval Architect, Procurement Coordinator, Associate Project Control Analyst, Associate Project Accounting Coordinator, Associate Scientist, Supplier Quality Representative, Associate Systems Analyst, Tax Accountant, Associate Engineering Specialist	87.08	87.08
WPG..26	Senior Project Administrator , Architect I, Auditor, HR Advisor, Senior Buyer, Construction Specialist I, Contract Administrator I, Ecologist I, Engineer I , Estimator I, Facilities Supervisor, Senior Field Office Coordinator, Geologist I, Administration Group Supervisor, HR Advisor, Hydrogeologist I, Maintenance Planner-CB, Corporate Services Manager, Naval Architect I, Associate Process Engineer, Project Accounting Coordinator, Project Control Analyst I, Project Safety Representative, Safety Specialist, Scientist I, Subcontract Administrator, Systems Analyst I, Engineering Specialist I	97.12	97.12
WPG..27	Principal Accountant, Supervisor Senior Accounting, Architect II, Senior HR Advisor, CAD Analyst, Construction Specialist II, EI & C Supervisor-CB, Ecologist II, Engineer II , Principal Engineering Coordinator, Estimator II, Principal Expeditor, Field Office Manager, Specialist, Finance, Geologist II, Advisor, Senior HR, Advisor, Senior HR-CB, Hydrogeologist II, Labor Relations Specialist, Maintenance Supervisor-CB, Senior Material Controller, Naval Architect II, Paralegal, Plant Chemist-CB, Specialist, Pre-Contract, Process Engineer I, Senior Procurement Coordinator , Senior Procurement Coordinator, Senior Project Accounting Coordinator, Project Control Analyst II, Quality Assurance Engineer, Scientist II, Senior Safety Specialist-CB, Senior Supplier Quality Representative, Systems Analyst II, Senior Tax Accountant, Engineering Specialist II, Senior HR Advisor	108.43	108.43
WPG..28	Senior Architect, Senior Auditor, Principal Buyer, Senior CAD Analyst, CAD Analyst Senior, Senior Construction Specialist, Principal Construction Inspector, Construction Superintendent, Senior Contract Administrator, Document Control Manager, Senior Ecologist, Senior Engineer , Supervising Engineering Coordinator, Senior Estimator, Field Administration Manager, Senior Geologist, Senior Administration Group Supervisor, Senior Hydrogeologist, Information Systems Specialist II, Principal Scheduler, Senior Naval Architect, Senior Pre-contract Specialist, Process Engineer II, Senior Project Control Analyst , Principal Project Accounting Coordinator, Project Engineer, Senior Project Safety Representative, Senior Quality Assurance Engineer, Senior Safety Specialist, Senior Scientist, Shift Supervisor-CB, Senior Subcontract Administrator, Senior Systems Analyst, Systems Architect, Supervising Technical Operator, Senior Engineering Specialist	121.14	121.14
WPG..29	Principal Accounting Supervisor, Principal Architect, Internal Audit Supervisor, Business Development Specialist, Principal CAD Analyst, Area Construction Specialist, Area Construction Superintendent, Supervising Designer, Principal Ecologist, Principal Engineer , Principal Estimator, Facilities Manager, Specialist, Senior Finance, Principal Geologist, HR Specialist, Principal Hydrogeologist, Senior Labor Relations Specialist, Principal Material Controller, Principal Engineering Principal, Principal Naval Architect, Senior Process Engineer, Coordinator Principal Procurement, Procurement Manager , Principal Project Control Analyst, Principal Project Control Analyst, Principal Project Control Analyst , Senior Project Engineer, Purchasing Manager-CB, Principal Quality Assurance Engineer, Principal Scientist, Principal Supplier Quality Representative, Principal Systems Analyst, Tax Specialist, Senior Technical Operator Supervisor, Principal Engineering Specialist, HR Manager, Senior Supervising Technical Operator, HR Specialist	136.59	136.59



WorleyParsons
resources & energy

WORLEYPARSONS GROUP, INC. PAYROLL STRUCTURE
BILLING RATES EFFECTIVE THROUGH June 27, 2014
[This Schedule Represents Regular Full Time Employees]
Billing Rates Include an Additive for ODCs
NCPA / LODI

SALARY GRADE	TYPICAL TITLES	Time Billing Rate \$/Hr	Overtime Billing Rate \$/Hr
WPG..30	Accounting Manager, Supervising Architect, Business Development Representative, Supervising CAD Analyst, Principal Construction Specialist, General Construction Superintendent, Principal Contract Administrator, Associate Counsel, Senior Supervising Designer, Supervising Ecologist, Supervising Engineer , Supervisor Estimating, Senior Facilities Manager, Senior Field Administration Manager, Principal Finance Specialist, Supervisor Geologist, Supervising Hydrogeologist, ICT Manager, Maintenance Manager-CB, Technical Consultant I, Supervising Naval Architect, Senior-CB Plant Engineer, Supervisor Plant Operations, Principal Process Engineer, Project Business Manager, Project Control Manager, Specialist, Project Control Chief, Principal Project Engineer, Project Manager I, Project Safety Manager, Site Quality Manager, Supervisor, Quality Assurance, Quality Manager, Location Safety Manager, Supervising Scientist, Security Manager, Strategic Marketing Mgr, Principal Subcontract Administrator, Senior Systems Architect, Technical Consultant I, Senior HR Manager	152.17	152.17
WPG..31	Senior Accounting Manager, Senior Supervising Architect, Construction Manager, Contracts Manager, Senior Supervising Engineer , Engineering Manager-CB, Estimating Manager, Construction Manager, Technical Consultant II, Senior Supervising Naval Architect, Plant Manager, Supervising Process Engineer, Senior Procurement Manager, Senior Project Control Manager, Project Manager II, Senior Quality Assurance Supervisor, Senior Safety Manager, Senior Tax Specialist, Human Resources Director	169.63	169.63
WPG..32	Architectural Manager, Senior Business Development Representative, Senior Construction Manager, Senior Contracts Manager, Counsel, Division Controller, Engineering Manager, Senior Estimating Manager, Communications Manager, Operations Manager-CB, Senior Plant Manager, Plant Operations Manager, Senior Supervising Process Engineer, Principal Procurement Manager, Business Manager, Senior Project, Principal Project Control Manager, Project Manager III, Regional Safety Manager, Tax Manager, Senior Technical Consultant, Technical Staff Manager	189.20	189.20
WPG..33	Internal Auditing Manager, Business Development Manager, Principal Construction Manager, Engineering Department Manager, Senior Engineering Manager, Senior Plant Operations Manager, Chief Process Engineer, Principal Project Business Manager, Senior Project Manager , Project Technical Manager, Regional Safety Director	211.08	211.08
WPG..34	Business Development Director, Construction Director, Contracts Director, Senior Counsel, Group Financial Controller, Regional ICT Director, Client Computing Services Manager, Operations Manager, Process Engineering Manager, Principal Project Manager, Principal Technical Consultant, Technical Director	235.62	235.62
WPG..35	Program Director, Senior Technical Director	266.53	266.53
WPG..39	Division Manager, Vice President, Senior Program Director	0.00	0.00
	** If applicable, this rate will be sent under separate cover by a company officer		

WORLEYPARSONS GROUP, INC. PAYROLL STRUCTURE
BILLING RATES EFFECTIVE THROUGH June 27, 2014
 [This Schedule Represents Regular Full Time Employees]
 Billing Rates Include an Additive for ODCs
 NCPA / LODI

SALARY GRADE	TYPICAL TITLES	Time Billing Rate \$/Hr	Overtime Billing Rate \$/Hr
Non Exempt			
WPG..2	Plant Operator-CB		
WPG..3	Control Room Operator-CB		
WPG..4	Clerical Assistant I, Clerical Assistant I, Technician I, Associate Accounting Clerk, Clerical Assistant I, Construction Laborer, Assistant Equipment Operator, Mechanical Maintenance Technician-CB	38.66	45.05
WPG..5	Accounting Assistant, Document Controller, EI & C Technician-CB, Equipment Operator, Document Controller, Technician II, Telecommunications Operator	44.25	51.76
WPG..6	Clerical Assistant II, Associate CAD Technician, Clerical Assistant II, Materials Specialist-CB, Clerical Assistant II, Project Control Clerk, Clerical Assistant II, Associate Systems Technician	50.82	59.65
WPG..7	Senior Accounting Assistant, Administrative Assistant I-CB, Senior Document Controller, Senior Equipment Operator, Associate Facilities Technician, Senior Document Controller, Senior Telecommunications Operator	58.55	68.92
WPG..8	Administrative Assistant I, CAD Technician, Intern, Designer, Associate, Facilities Technician, Field Technician I, Administrative Assistant I, Administrative Assistant I, Senior Project Control Clerk, Administrative Assistant I, Systems Technician I, Technician III, Principal Telecommunications Operator, Facilities Technician	65.03	76.70
WPG..9	Principal Document Controller	72.34	85.47
WPG..10	Principal Accounting Assistant, Associate Project Accountant Coordinator, Administrative Assistant II, Senior CAD Technician, Construction Journeyman, Construction Journeyman, Designer I, Senior Facilities Technician, Field Technician II, HR Administrator, Coordinator, Operations, Administrative Assistant II, Associate Project Billing Administrator, Principal Project Control Clerk, Project Safety Technician, Administrative Assistant II, Technical Writer, Warehouseman, Senior Facilities Technician	72.34	85.47
WPG..11	Senior Administrative Assistant, Technician IV, Supervisor Document Controller	89.77	106.39
WPG..12	Principal CAD Technician, Construction Foreman, Construction Foreman, Associate Construction Inspector, Designer II, Field Technician III, Legal Assistant, Project Billing Administrator, Systems Technician II	100.13	118.81
WPG..13	Facilities Coordinator, Executive Assistant, Technical Operator, Senior Technical Writer, Technician V	100.13	118.81
WPG..14	Construction Inspector, Senior Designer, Chief Document Controller, Senior Legal Assistant, Principal Facilities Technician, Administrator, Senior Project Billing, Senior Systems Technician, Principal Technical Writer	109.49	130.04
WPG..15	Associate Construction Superintendent, Senior Technical Operator	124.97	148.62
WPG..16	Senior Construction Inspector, Principal Designer, Chief Facilities Technician, Principal Systems Technician	139.75	166.36
WPG..17	Senior Principal Designer, Principal Technical Operator	156.38	186.32

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Consultants

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20_____.

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

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