



August 3, 2010

DOCKET	
08-AFC-13	
DATE	<u>AUG 03 2010</u>
RECD.	<u>AUG 03 2010</u>

Mr. Christopher Meyer
CEC Project Manager
Attn: Docket No. 08-AFC-13
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814-5512

RE: Calico Solar (formerly Solar One) Project (08-AFC-13)
Applicant's Motion to Exclude Testimony of Jim Andre

Dear Mr. Meyer:

Tessera Solar hereby submits the Applicant's Motion to Exclude Testimony of Jim Andre. I certify under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.

Sincerely,

Felicia L. Bellows
Vice President of Development

BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA

Application for Certification for the)	Docket No.
)	
Calico Solar (formerly known)	08-AFC-13
as SES Solar One) Project)	
Calico Solar, LLC)	
)	
)	
)	

**APPLICANT'S MOTION TO EXCLUDE TESTIMONY OF JIM ANDRE;
BRIEF; DECLARATION OF ANGELA LEIBA WITH EXHIBITS**

August 3, 2010

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Attorneys for Calico Solar, LLC
Applicant for the Calico Solar
(formerly known as SES Solar One) Project

MOTION

At the Prehearing Conference on July 30, 2010, the parties were instructed to brief the issue of excluding the rebuttal testimony of Jim Andre in this proceeding, based on Mr. Andre's for the applicant's consultant on the project and that his work was subject to a confidentiality agreement. Accordingly, applicant Tessera Solar North America, Inc. (TSNA) files this Motion to Exclude Rebuttal Testimony of Jim Andre, as described in the following brief and supported by the Declaration of Angela Leiba and exhibits thereto.

BRIEF

I. INTRODUCTION

Jim Andre performed services for URS Corporation, and therefore for TSNA, on the Calico Solar Project in March and April 2010, claimed payment for his work and mileage, and performed his services under a subcontract that included a confidentiality clause. Accordingly, Mr. Andre's testimony regarding the information he acquired or prepared in his work constitutes a breach of the confidentiality agreement and should be excluded.

II. STATEMENT OF FACTS

On March 19, 2010, URS Corporation (URS), the lead environmental consultant for TSNA on the Calico Solar Project, entered into a Subcontract and Work Order for rare plant surveys with William I. Boarman, Owner of Conservation Science Research & Consulting (Conservation Science). Article VI of the Subcontract, Confidentiality, begins: "Subconsultant shall maintain information acquired or prepared under this Subcontract in confidence." The Work Order specifically calls for Jim Andre to provide 40 hours of services and states that his billing rate, like Dr. Boarman's, is \$100 per hour. *See* Declaration of Angela Leiba, Exhibit A, ¶¶ 2-3.

Mr. Andre actually performed services for TSNA under the subcontract. The May 7, 2010, invoice to URS from Conservation Science shows that Mr. Andre claimed a total of 40 hours of work on the project on seven dates in March and April 2010, and that he claimed mileage on March 28 and March 31, 2010. Leiba Declaration, Exhibits B and C, ¶¶ 4 and 6.

Mr. Andre's July 29, 2010 rebuttal testimony purports to be based only on "the project applicant's survey reports and the Staff Assessment." (Defenders of Wildlife Rebuttal Testimony of James M. Andre, p. 3.) The testimony does not reveal that Mr. Andre was an active participant in the spring 2010 surveys.

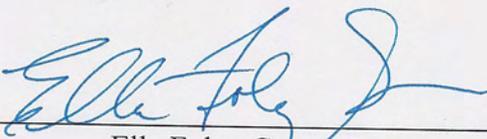
III. DISCUSSION

Mr. Andre cannot testify in this proceeding based on "information acquired or prepared under" the Conservation Science subcontract without causing a material breach of that subcontract. The confidentiality provision in a subcontract that expressly provided for work by Mr. Andre applies to Mr. Andre. Cal. Civ. Code § 1643 ("A contract must receive such an interpretation as will make it lawful, operative, definite, reasonable, and capable of being carried into effect if it can be done without violating the intention of the parties.")

Mr. Andre's testimony will address the adequacy of surveys on the site as well as the overall impact of the proposed project. Mr. Andre's testimony therefore is informed by and reflects the information he acquired or prepared under the subcontract. Mr. Andre spent 40 hours on the project, including assisting with survey efforts on the project site. Accordingly, Mr. Andre's written rebuttal testimony should be excluded and he should not be permitted to testify at the hearings on the Calico matter.

Dated: August 3, 2010

BINGHAM McCUTCHEN LLP

By: 

Ella Foley Gannon

Attorneys for Calico Solar, LLC

Applicant for the Calico Solar

(formerly known as SES Solar One) Project

DECLARATION OF ANGELA LEIBA

I, Angela Leiba, declare:

1. I am the Senior Project Manager / Environmental Group Leader for URS Corporation (URS), the lead environmental consultant to Tessera Solar North America, Inc. (TSNA) for the Calico Solar Project. I make this declaration in support of TSNA's Motion to Exclude Testimony of Jim Andre in the Calico Solar Project AFC proceeding.
2. Attached hereto as Exhibit A is a true and correct copy of the March 19, 2010 Subcontract and Work Order for consulting services between URS and William I. Boarman, Owner of Conservation Science Research & Consulting. Article VI of the subcontract, Confidentiality, begins: "Subconsultant shall maintain information acquired or prepared under this Subcontract in confidence."
3. The Work Order included in Exhibit A identifies the budget and the work to be performed (\$84,000 for rare plant surveys) and further states: "**This budget assumes 70 days of filed effort involving 6-7 botanists, 40 hours for Jim Andre to assist with reference populations, and photo guide document and other as-need expert services, 50 hours of project management**, pre-and post-survey effort to document the results of the survey, plus ODCs. **Subconsultant rates are \$80/hour for botanists and \$100/hour for W.I. Boarman and J. Andre.**" (Emphasis original.)
4. Attached hereto as Exhibit B is a true and correct copy of the invoice URS received from Conservation Science Research and Consulting, date May 7, 2010. The invoice states that "JA" performed 40 hours of labor on the Calico Solar project and invoices URS \$4,000 for that labor.
5. URS paid the May 7, 2010 invoice.
6. Attached hereto as Exhibit C is a true and correct copy of a spreadsheet URS received from Conservation Science Research and Consulting. The spreadsheet states that Jim Andre acted as a "Botany Specialist" on the project for a total of 40 hours on seven dates in March and April 2010, and that he charged for mileage on March 28 and March 31.

I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on August 3, 2010 at Barstow, California.


Angela Leiba

SUBCONTRACT FOR INDIVIDUAL CONSULTING SERVICES

This Subcontract between **William I. Boarman**, Ph.D. Owner of Conservation Science Research & Consulting, 2522 Ledgeview Place, Spring Valley, CA 91977 ("Subconsultant") and **URS Corporation Americas**, 1615 Murray Canyon Road, San Diego, CA 92108; ("URS"), is effective as of **March 19, 2010**. The parties agree as follows:

ARTICLE I - Work Orders and Prime Contract. Subconsultant's scope of services ("Work"), the time schedule ("Schedule"), and payment terms are to be set forth in a written Work Order to this Subcontract executed by authorized representative of the parties. All labor, equipment and facilities required for the Work shall be provided by Subconsultant. The Work Order shall reference the contract ("Prime Contract") between URS and its client ("Client") pursuant to which the Work is authorized. The Prime Contract is hereby incorporated into and made a part of this Subcontract by this reference. Applicable portions of the Prime Contract shall be made available to Subconsultant as an attachment to the Work Order or upon request. With respect to the Work, Subconsultant agrees to be bound to URS in the same manner and to the same extent as URS is bound to Client under the Prime Contract. In the event of conflict between a provision of the Prime Contract and this Subcontract, the provision which imposes the more stringent requirement on the Subconsultant will prevail.

ARTICLE II - Payment Conditions. All charges shall be deemed to include all taxes and all other charges levied by any government agency on Subconsultant relating to the Work, including any and all taxes and contributions for unemployment insurance, old age retirement benefits, life pensions, annuities and similar benefits which may now or hereafter be imposed by law with respect to persons employed by Subconsultant for performance of the Work. Subconsultant shall provide such supporting documentation for each invoice as URS may reasonably require. URS shall pay each invoice properly submitted by and due Subconsultant within Sixty (60) days from receipt of invoice. Payment of any invoice by URS shall not imply approval or acceptance by URS or Client of any of the Work.

ARTICLE III - Indemnification. If any claim for damage or injury is brought against Subconsultant by any third party resulting from the Work, URS shall hold harmless, defend and indemnify Subconsultant from liability or cost in connection with such claim unless it is established that such claim resulted in whole or in part from Subconsultant's negligence or willful misconduct.

If any claim is brought against URS, its employees, agents or Subconsultants, or by any third party, relating in whole or in part to the negligence or willful misconduct of Subconsultant, each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, on a comparative responsibility basis under comparative negligence principles.

ARTICLE IV - Professional Responsibility and Independent Contractor. Subconsultant shall perform the Work with at least the level of care and skill exercised by other professional consultants under similar circumstances. Subconsultant acknowledges it is acting as an independent contractor in providing the Work and is not and shall not be regarded as an agent or employee of URS or Client.

ARTICLE V - Suspension and Termination. URS shall have the right at any time for any reason to suspend or terminate all or any portion of the Work under an Work Order.

ARTICLE VI - Confidentiality. Subconsultant shall maintain information acquired or prepared under this Subcontract in confidence. If such information is required to be disclosed by law, Subconsultant will notify URS immediately upon receipt of such order and will reasonably cooperate with URS and Client in the event URS or Client seeks any legal protective order with respect to such information.

ARTICLE VII - Communication with Client. Subconsultant shall not at any time contact or communicate with Client in regard to the Work, this Subcontract or the Prime Contract.

ARTICLE VIII - Laws and Regulations. Subconsultant, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations, including URS and Client rules and regulations, including those relating to wages, hours, fair employment practices, non-discrimination, safety and working conditions. Subconsultant shall procure all permits and licenses which it is required to obtain in connection with the Work.

ARTICLE IX - Notices. Notices shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile at the time of mailing. In the absence of specifically-designated authorized representatives, the signatories to this Subcontract shall be authorized representatives.

ARTICLE X - Integrated Writing and Non-Waiver. This Subcontract constitutes the entire agreement between URS and Subconsultant and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties authorized representatives. The failure of URS to insist upon any requirement in this Subcontract shall not relieve Subcontractor of its obligation to fully comply with the requirements herein.

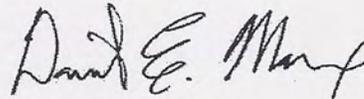
ARTICLE XI - Insurance. Subcontractor agrees that it now carries, and will continue to carry during the performance of this Subcontract, the applicable insurance policies indicated in the Prime Contract, including any coverage required by law, with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained the time period required by the Prime Contract. URS and Client must be named as additional insured.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Subcontract and agree to be bound accordingly.

SUBCONSULTANT

URS





Signature

Signature

William I. Boarman/Proprietor

David Marx, VP

Typed Name/Title

Typed Name/Title

3/19/2010

March 17, 2010

Date of Signature

Date of Signature

WORK ORDER NO.

In accordance with the Subcontract for Individual Consulting Services ("Subcontract") between **William I. Boarman**, Ph.D. Owner of Conservation Science Research & Consulting ("Subconsultant"), and **URS Corporation Americas**, ("URS"), **March 19, 2010**, this Work Order describes the Work, Schedule, and charges and payment conditions for the Subconsultant's Work on the Project known as:

Calico Solar Project URS Project Number 27658189.70009

Subconsultant Authorized

Representative: **William I. Boarman**, Ph.D.
Owner of Conservation Science Research & Consulting
Address: 2522 Ledgeview Place,
Spring Valley, CA 91977
Telephone No: 619-861-9450
conservation-science@cox.net

URS Authorized

Representative: Dr. Patrick J. Mock
Address: 1615 Murray Canyon Road, Suite 1000
San Diego, CA 92108
Telephone No: 619-294-9400
patrick_mock@urscorp.com

Work. Provide as needed biological consulting services (rare plant surveys). Provide copies of field notes, maps, GPS track logs, GPS-linked photos, Daily Log forms, and completed URS field forms. Schedule to be provided by URS field coordinator leaders. Attached is the Client approved URS Work Order detailing the scope of work authorized. Protocols and direction will be taken from URS field coordinator and URS Task Manager.

Schedule. The Field Effort shall be completed by April 20, 2010. Consultant represents that the Schedule is reasonable.

Payment. The basis for determining the amount of charges, the frequency of billing, and special payment conditions are set forth in the Subcontract and Attachment A to this Work Order. The Time-&-Material NTE Budget is **\$84,000** (\$74,000 labor, \$10,000 ODCs). This budget assumes **70 days of field effort involving 6-7 botanists, 40 hours for Jim Andre to assist with reference populations, and photo guide document and other as-need expert services, 50 hours of project management**, pre- and post-survey effort to document the results of the survey, plus ODCs. **Subconsultant rates are \$80/hour for botanists and \$100/hour for W.I. Boarman and J. Andre.** ODCs are for travel (0.50/mi or car rental plus gas expense), daily per diem of \$100/field day, and other authorized expenses allowed by the prime contract. **Subconsultant will notify URS before 80% of this budget has been expended.** Daily logs of hours and detailed expense reports will be provided as part of back-up to submitted invoices.

Terms and Conditions. The terms and conditions of the Subcontract referenced above shall apply to this Work Order. Subconsultant will provide a Certificate of Insurance naming both URS Corporation and Tessera Solar North America.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives of the parties to the Subcontract.

SUBCONSULTANT

CONSULTANT

William I. Boarman

David E. Marx

Signature

William I. Boarman/ Proprietor

Typed Name/Title

3/19/2010

Date of Signature

Signature

David Marx, VP

Typed Name/Title

March 17, 2010

Date of Signature

Conservation Science Research and Consulting

2522 Ledgeview Place
 Spring Valley, CA 91977
 619-861-9450
conservation-science@cox.net

May 7, 2010

INVOICE**URS Vendor Number 228764****URS Work Order Number: WO# 228764 (Botany survey)****Project and Task # 27658189.70009****Invoice Number: CSRC 10-002**

I hereby submit to URS, an invoice for my biological consulting services for botanical surveys at the Calico Solar project. Surveys were conducted on the main project Site (Site Surveys). Site Surveys occurred between 5 and 15 April 2010 and entailed 85 person days.

LABOR				
Field labor	hrs	hourly charge	total cost	proportion of budgeted
Site Surveys	812	\$80	64960	1.0
Specialist Labor				
WIB	50		5,000	
JA	40		4,000	
LABOR TOTAL			\$73,960	1.0
ODCs				
Site Surveys				
per diem			7,600	
mileage			1,429	
ODC TOTAL			\$9,029	1.0
INVOICE TOTAL			\$82,989	1.52
			60 DAYS NET	

Please send payment to:

William I. Boarman
Conservation Science Research and Consulting
2522 Ledgeview Place
Spring Valley, CA 91977

FieldWorker	Date	StartTime1	EndTime1	StartTime2	EndTime2	Mileage	Hours Elapsed Time1	Hours Elapsed Time2	Total Hours	days	tot hrs	\$/hr cost	miles mileage	per diem
Bret Blosser	10-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	80	880	145
Bret Blosser	11-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Bret Blosser	12-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Bret Blosser	13-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Bret Blosser	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	80	880	9
Bret Blosser	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	80	880	145
Glenn Rink	05-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Glenn Rink	06-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Glenn Rink	07-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	80	880	8
Glenn Rink	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Glenn Rink	09-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	80	880	9
Glenn Rink	10-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Glenn Rink	11-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	5	5:00	6:00	11:00	0.458	11	80	880	5
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Glenn Rink	13-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	4	5:00	6:00	11:00	0.458	11	80	880	4
Glenn Rink	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Glenn Rink	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
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Kyle Christie	06-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	308	5:00	6:00	11:00	0.458	11	80	880	308
Kyle Christie	07-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Kyle Christie	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
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Kyle Christie	10-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Kyle Christie	11-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	80	880	9
Kyle Christie	12-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	5	5:00	6:00	11:00	0.458	11	80	880	5
Kyle Christie	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	4	5:00	6:00	11:00	0.458	11	80	880	4
Kyle Christie	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	200	5:00	6:00	11:00	0.458	11	80	880	200
Mercy Vaughn	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	80	880	145
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Mercy Vaughn	13-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Mercy Vaughn	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	80	880	8
Mercy Vaughn	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Michelle Cloud-Hughes	05-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Michelle Cloud-Hughes	06-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	190	5:00	6:00	11:00	0.458	11	80	880	190
Michelle Cloud-Hughes	07-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	5	5:00	6:00	11:00	0.458	11	80	880	5
Michelle Cloud-Hughes	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6
Michelle Cloud-Hughes	09-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	80	880	8
Michelle Cloud-Hughes	10-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	80	880	7
Michelle Cloud-Hughes	11-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	80	880	9
Michelle Cloud-Hughes	12-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	80	880	8
Michelle Cloud-Hughes	13-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	80	880	6

Michelle Cloud-Hughes	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Rich Crawford	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	190	5:00	6:00	11:00	0.458	11	11	80	880	190	95.00	100
Rich Crawford	05-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	11	80	880	145	72.50	100
Rich Crawford	06-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	5	5:00	6:00	11:00	0.458	11	11	80	880	5	2.50	100
Rich Crawford	07-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	11	80	880	6	3.00	100
Rich Crawford	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	11	80	880	8	4.00	100
Rich Crawford	09-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Rich Crawford	10-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	11	80	880	9	4.50	100
Rich Crawford	11-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	11	80	880	9	4.50	100
Rich Crawford	12-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	11	80	880	8	4.00	100
Rich Crawford	13-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	11	80	880	8	4.00	100
Rich Crawford	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	11	80	880	6	3.00	100
Rich Crawford	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Robert Johnson	05-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	11	80	880	145	72.50	100
Robert Johnson	06-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Robert Johnson	07-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Robert Johnson	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	11	80	880	6	3.00	100
Robert Johnson	09-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	11	80	880	8	4.00	100
Robert Johnson	10-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	9	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Robert Johnson	11-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	11	80	880	9	4.50	100
Robert Johnson	12-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	5	5:00	6:00	11:00	0.458	11	11	80	880	6	3.00	100
Robert Johnson	13-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	4	5:00	6:00	11:00	0.458	11	11	80	880	5	2.50	100
Robert Johnson	14-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	5	5:00	6:00	11:00	0.458	11	11	80	880	4	2.00	100
Robert Johnson	15-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	11	80	880	145	72.50	100
Suzanne Rhodes	06-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	145	5:00	6:00	11:00	0.458	11	11	80	880	145	72.50	100
Suzanne Rhodes	07-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	7	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Suzanne Rhodes	08-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	6	5:00	6:00	11:00	0.458	11	11	80	880	7	3.50	100
Suzanne Rhodes	09-Apr-10	7:00 AM	12:00 PM	12:15 PM	6:15 PM	8	5:00	6:00	11:00	0.458	11	11	80	880	6	3.00	100

Botany Specialist

Jim Andre	23-Mar-10					812								64960	2609	1304.50	7400
Jim Andre	26-Mar-10					5.0	100						500	0	0.00		
Jim Andre	27-Mar-10					8.0	100					800	0	0.00			
Jim Andre	28-Mar-10					6.0	100					600	0	0.00			
Jim Andre	31-Mar-10					4.0	100					400	120	60.00			100
Jim Andre	8-Apr-10					12.0	100					1200	130	65.00			100
Jim Andre	9-Apr-10					1.5	100					150	0	0.00			
Jim Andre						3.5	100					350	0	0.00			

Management

William Boardman	19-Mar-10	8:00 AM	12:00 PM			40								4000		125	200
William Boardman	20-Mar-10	9:00 AM	1:00 PM										500	0	0.00		0
William Boardman	25-Mar-10	2:00 PM	4:00 PM										500	0	0.00		0
William Boardman	30-Mar-10	1:00 PM	5:00 PM										200	0	0.00		0
William Boardman	01-Apr-10	2:00 PM	5:00 PM										500	0	0.00		0
William Boardman													300	0	0.00		0

William Boardman
 William Boardman
 William Boardman
 William Boardman
 William Boardman
 William Boardman
 William Boardman

02-Apr-10 1:00 PM 2:00 PM
 04-Apr-10 11:00 AM 5:00 PM
 05-Apr-10 12:00 PM 4:00 PM
 14-Apr-10 1:00 PM 9:00 PM
 15-Apr-10 1:00 PM 4:00 PM
 16-Apr-10 1:00 PM 4:00 PM
 20-Apr-10 2:00 PM 5:00 PM

1:00 0:00 1:00 0.042 1 2 100 200 0 0.00 0
 6:00 0:00 6:00 0.250 6 6 100 600 0 0.00 0
 4:00 0:00 4:00 0.167 4 5 100 500 0 0.00 0
 8:00 0:00 8:00 0.333 8 8 100 800 0 0.00 0
 3:00 0:00 3:00 0.125 3 3 100 300 0 0.00 0
 3:00 0:00 3:00 0.125 3 3 100 300 0 0.00 0
 3:00 0:00 3:00 0.125 3 3 100 300 0 0.00 0

50 5000

Field labor hrs \$
 Site Surveys 812 64960.00

Specialist Labor
 WIB 50 5000.00
 JA 40 4000.00
 Specialist Labor Subtotal 9000.00

ODCs
 mileage 1429.50
 per diem 7600.00
 ODC Subtotal 9029.50

INVOICE TOTAL 82989.50



**BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA
1516 NINTH STREET, SACRAMENTO, CA 95814
1-800-822-6228 – WWW.ENERGY.CA.GOV**

**APPLICATION FOR CERTIFICATION
For the CALICO SOLAR (Formerly SES Solar One)**

Docket No. 08-AFC-13

PROOF OF SERVICE

(Revised 6/14/10)

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DECLARATION OF SERVICE

I, Jennifer Draper, declare that on August 3, 2010, I served and filed copies of the attached Applicant's Motion to Exclude Testimony of Jim Andre. The original document, filed with the Docket Unit, is accompanied by a copy of the most recent Proof of Service list, located on the web page for this project at: [\[www.energy.ca.gov/sitingcases/solarone\]](http://www.energy.ca.gov/sitingcases/solarone).

The documents have been sent to both the other parties in this proceeding (as shown on the Proof of Service list) and to the Commission's Docket Unit, in the following manner:

(Check all that Apply)

FOR SERVICE TO ALL OTHER PARTIES:

- sent electronically to all email addresses on the Proof of Service list;
- by personal delivery;
- by delivering on this date, for mailing with the United States Postal Service with first-class postage thereon fully prepaid, to the name and address of the person served, for mailing that same day in the ordinary course of business; that the envelope was sealed and placed for collection and mailing on that date to those addresses **NOT** marked "email preferred."

AND

FOR FILING WITH THE ENERGY COMMISSION:

- sending an original paper copy and one electronic copy, mailed and emailed respectively, to the address below (*preferred method*);

OR

- depositing in the mail an original and 12 paper copies, as follows:

CALIFORNIA ENERGY COMMISSION

Attn: Docket No. 08-AFC-13
1516 Ninth Street, MS-4
Sacramento, CA 95814-5512
docket@energy.state.ca.us

I declare under penalty of perjury that the foregoing is true and correct, that I am employed in the county where this mailing occurred, and that I am over the age of 18 years and not a party to the proceeding.

Original Signed By
Jennifer Draper