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A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

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Commission Minutes

To: NCPA Commission

From: Carrie A. Pollo, Assistant Secretary to the Commission

Subject: NCPA Commission Meeting – August 22, 2024

1. *Call Meeting to Order and Introductions*

Chair Jerry Serventi called the meeting to order at 9:34 am at 651 Commerce Drive, Roseville, CA. Introductions were made and roll call was taken. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the July 25, 2024 Commission Meeting*

MOTION: A motion was made by Pauline Roccucci, and seconded by Jame "Bo" Sheppard to approve the minutes of the June 27, 2024 Commission meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley			X
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

PUBLIC FORUM

Chair Serventi asked if any members of the public were present who would like to address the Commission on the agenda items. No members of the public were present.

OPEN SESSION

REPORTS AND COMMITTEE UPDATES

3. *General Manager's Business Progress Report and Update*

General Manager Randy Howard reported:

- Market activities update. July was the hottest on record in the Sacramento area. Market prices are soft with not as much revenue this year. Great hydro year with cooler temperatures in the future.
- Attending HCI Annual Meeting in Nashville, TN next week. Chair of the HCI Board.
- Wildfire risk is very high due to dry and windy conditions.
- The new DRC on Sunrise Avenue experienced two break-ins by a homeless person last month.
- CAISO Filing – Interconnection Process Problems. NCPA partnering with So Cal Six Cities on this issue. CAISO concerned with NCPA's position.
- Continuing to work on the Pathways Regional Market Plan.
- The Public Works bid process for the new DRC on Sunrise Avenue has been very difficult.

4. *Executive Committee*

Committee Chair Jerry Serventi reported the Executive Committee met this morning. A quorum of the Committee was established. Closed Session items were discussed during the meeting. The next Executive Committee meeting is scheduled for September 27, 2024.

5. *Facilities Committee*

Power Management Assistant General Manager, Tony Zimmer, reported that the Facilities Committee met on August 7, 2024. A quorum of the Committee was not established. At that meeting the Committee discussed today's Commission meeting Items 13 – 19 on the Consent Calendar, and Items 21 - 24, under Discussion/Action. No official action was taken at the meeting however the Committee was supportive of the above-mentioned items. The next Facilities Committee meeting is scheduled for September 4, 2024.

6. *Finance Committee*

Committee Chair Mikey Hothi reported that the Finance Committee met on August 6, 2024 and reviewed Item 12 on the Consent Calendar and Item 20 under Discussion/Action. The Committee recommended both for acceptance and/or approval. The Committee also received an update on the status of the financial markets from PFM. They indicated market analysts are predicting two rate reductions in Q3 and Q4 of this year.

Additionally, staff received feedback from Committee members on a new Agency Decommissioning Reserve Policy that's currently in draft form. The plan is to share the policy with the LEC PPC next month and review it with the Finance Committee at the October 15, 2024 meeting before seeking Commission approval.

7. *Legal Committee*

General Counsel Jane Luckhardt reported the Legal Committee met on August 1, 2024. Closed Session items were discussed at that meeting.

8. *Legislative & Regulatory Affairs Committee*

Committee Chair Jenelle Osborne reported the L&R Committee is looking forward to NCPA's 2024 Annual Conference which will be held September 25 – 27, 2024 at The Meritage Resort in

Napa. Online registration is open and the discounted early bird registration rate will be available only through August 23rd, so please be sure to register soon. And, to ensure that you have the best hotel room rate, please secure your reservations prior to September 2, 2024.

- NCPA's Legislative and Regulatory Affairs Committee will meet on September 25, 2024 from 3:00 – 5:15 pm. Please be sure to arrive in Napa in time to join us for a great line-up of speakers that afternoon. And, don't hesitate to invite other attendees from your systems to join us for this meeting even if they don't typically attend the L&R committee meetings.

NCPA's L&R Committee also met yesterday to discuss the key issues pending at the state and federal levels.

- Two key upcoming 2025 dates that were highlighted during the meeting were our Strategic Issues Conference that is scheduled for January 21 – 23, 2025 in Sacramento, and Capitol Day on February 5, 2025.

- NCPA's new Manager of Legislative Affairs and External Relations, Erin Sanford. Erin brings significant legislative and communications experience to the role—and has public power roots having grown up in the City of Gridley.

- NCPA's state legislative advocate Gregg Cook will be retiring from lobbying effective at the end of this year—his wife, Marla, is retiring from her teaching career, and they look forward to traveling and spending time with their grandchildren.

NCPA will be issuing an RFP in the coming weeks to begin the process of finding a successor in this role.

9. ***Members' Announcements & Meeting Reporting***

No member updates were provided.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were requested to be pulled from the Consent Calendar. Palo Alto and Redding abstained from Item 16. Redding, Roseville, and Shasta Lake abstained from Item 19.

MOTION: A motion was made by Sudhanshu Jain and seconded by James Takehara to approve the Consent Calendar consisting of Agenda Items 10 through 19. The motion carried by a majority of those Members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y	16	
Port of Oakland			X
Redding	Y	16 & 19	
Roseville	Y	19	

Santa Clara	Y		
Shasta Lake	Y	19	
Truckee Donner	Y		
Ukiah	Y		X
Plumas-Sierra			X

10. ***NCPA's Financials for the Month Ended July 31, 2024*** – approval by all Members.

11. ***Treasurer's Report for the Month Ended July 31, 2024*** – accept by all Members.

12. ***Debt and Interest Rate Management Report Ending June 30, 2024*** – accept by all members.
Fiscal Impact: There is no fiscal impact in accepting the Debt and Interest Rate Management Report for the period ending June 30, 2024. There were no material changes, and no defaults and ratings remained the same on the rated projects.

13. ***Resolution 24-84, CTi Controltech, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with CTi Controltech, Inc. for boiler and burner related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed $500,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

14. ***Resolution 24-85, Chemical Waste Management, Inc. – Seeking Approval to Increase Authorized Funds for Industrial Waste & Disposal Services Agreement; Applicable to the following: All NCPA Facilities*** – adopt resolution by all members authorizing the General Manager or his designee to increase the authorized not-to-exceed amount for industrial waste and disposal services under the three-year Industrial Waste & Disposal Services Agreement – Kettleman Hills landfill location with Chemical Waste Management, Inc. from $225,000 to $550,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.
Fiscal Impact: Upon Commission approval, the total authorized not-to-exceed amount for services under the agreement will increase from $225,000 to $550,000. As stated above, the agreement does not include an explicit not-to-exceed dollar amount, but NCPA manages the authorized dollar amount through its accounting system process. This enabling agreement does not commit NCPA to any expenditure of funds.

15. ***Resolution 24-86, Alpha Analytical Laboratories, Inc. – First Amendment to Five Year Consulting Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc for various laboratory testing and chemical analysis services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from $225,000 to $325,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from $225,000 to $325,000 over the remainder of the contract term. This enabling agreement does not commit NCPA to any expenditure of funds.

16. ***Resolution 24-87, Veizades & Associates, Inc. – First Amendment to Five Year Multi-Task Professional Services Agreement; Applicable to the following: NCPA Geothermal Facility*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Veizades & Associates, Inc. for mechanical, electrical, or civil engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from $225,000 to $750,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, with no change to the contract term, for continued use at NCPA's Geothermal Facility.
Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from $225,000 to $750,000 over the remainder of the contract term. This enabling agreement does not commit NCPA to any expenditure of funds.

17. ***Resolution 24-88, Peterson Power Systems, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Peterson Power Systems, Inc. for miscellaneous inspection, testing, and preventive maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed $1,000,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

18. ***Resolution 24-89, KGS Group International, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with KGS Group International, Inc. for project support related engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed $2,000,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

19. ***Resolution 24-96, Ulteig Operations, LLC - Second Amendment to Five Year General Services Agreement*** – adopt resolution by all members authorizing the General Manager or his designee to enter a Second Amendment to the General Services Agreement with Ulteig Operations, LLC for meter maintenance with any non-substantial changes recommended and approved by the General Counsel, amending sections 4.2.1, 4.2.2 and 4.3 of the Agreement to modify each such section to increase Ulteig's allowed self-insured retention or deductible limits from $100,000 to $500,000, as such limits apply to Ulteig's Commercial General Insurance, Automobile Liability Insurance and Professional Liability Insurance requirements.
Fiscal Impact: Work associated with developing the Second Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

DISCUSSION/ACTION ITEMS

20. Resolution 24-83, Appointment to the NCPA Finance Committee – adopt resolution by all members appointing Joanna Cucchi, Electric Utility Financial Administrator for the City of Roseville, as a member of the Finance Committee.
Fiscal Impact: There is no fiscal impact in appointing Joanna Cucchi as a member of the Finance Committee.

MOTION: A motion was made by Jenelle Osborne and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-83 appointing Joanna Cucchi, Electric Utility Financial Administrator for the City of Roseville, as a member of the Finance Committee. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

21. Resolution 24-90, Combustion Turbine Facilities 2025 Outage; Applicable to the following: NCPA's Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility – adopt resolution by all members authorizing the Combustion Turbine Facilities 2025 Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed $627,500.
Fiscal Impact: The budgetary funds to complete the CT Facilities 2025 Outages will come from the pre-collected funds in the Maintenance Reserve.

MOTION: A motion was made by Jenelle Osborne and seconded by James "Bo" Sheppard recommending the Commission adopt Resolution 24-90 authorizing the Combustion Turbine Facilities 2025 Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed $627,500. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		

Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra			X

22. Resolution 24-91, Geysers Reservoir Model Calibration & Forecast Project Applicable to the following: NCPA's Geothermal Facility – adopt resolution by all members authorizing the Geysers Reservoir Model Calibration and Forecast Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $263,000.

Fiscal Impact: The total cost of this project is anticipated not to exceed $263, 000. The Commission specifically approved funds in the Geothermal Facility's FY2025 Operations and Maintenance Budget for reservoir modeling and, if approved, the project will be funded in this manner.

MOTION: A motion was made by Sudhanshu Jain and seconded by Jenelle Osborne recommending the Commission adopt Resolution 24-91, authorizing the Geysers Reservoir Model Calibration and Forecast Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $263,000. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

23. ***Resolution 24-92, Pacific Gas & Electric (PG&E) Negotiated Gas Transmission Rates; Applicable to the following: NCPA Combustion Turbine Facilities*** – adopt resolution by all members authorizing the General Manager or his designee to negotiate gas transmission rates with PG&E, or accept the standard variable rates, as well as authority to execute agreements pursuant to D.24-03-002, as approved by the California Public Utility Commission (CPUC).
Fiscal Impact: The negotiated structure will allow NCPA to effectively choose the best rate design for CT1, CT2, or LEC to reduce cost and maximize market efficiency.

MOTION: A motion was made by Sudhanshu Jain and seconded by Jenelle Osborne recommending the Commission adopt Resolution 24-92, authorizing the Geysers Reservoir Model Calibration and Forecast Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $263,000. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra			X

24. ***Resolution 24-93, Collierville Powerhouse Tailrace Landslides Repair Project; Applicable to the following: NCPA Hydroelectric Facility*** – adopt resolution by all members authorizing the Collierville Powerhouse Tailrace Landslides Repair Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $1,515,000.
Fiscal Impact: The total cost for engineering, design, maintenance services and permits for the Project is anticipated not to exceed $1,515,000. Funds for the Project were included in the approved FY25 Hydroelectric budget. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

MOTION: A motion was made by Pauline Roccucci and seconded by James "Bo" Sheppard recommending the Commission adopt Resolution 24-93, authorizing the Collierville Powerhouse Tailrace Landslides Repair Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further

approval by the Commission, for a total not to exceed amount of $1,515,000. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra			X

25. ***Resolution 24-94, Lodi Energy Center FX Upgrade Project; Applicable to the following: NCPA Lodi Energy Center*** – adopt resolution by all members authorizing the LEC FX Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $17,500,000.
Fiscal Impact: As a result of the cluster process, the economic evaluation here only considers the benefits of the efficiency improvement and the filling in of the ambient derates. The extra power increase and the Resource Adequacy benefits have not been included. As a result, the strong economic benefits as evaluated is enough to recommend going forward with this project. Any benefit that comes in the future will only serve to improve the already strong economics. The total cost for the LEC FX Upgrade Project is anticipated not to exceed $17,500,000. $7,113,672 will be funded from the CEC Grant. The remaining funds for the project will be collected over the next three years. A collection of $4,766,666 was included and approved in the FY25 LEC budget. NCPA intends to collect $3,059,831 in FY26 and $2,559,831 in FY27, pending future budget approvals to fund the project.

MOTION: A motion was made by Pauline Roccucci and seconded by James "Bo" Sheppard recommending the Commission adopt Resolution 24-94, authorizing the LEC FX Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $17,500,000. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		

Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra			X

26. Resolution 24-95, Lodi Energy Center 2025 Spring Outage; Applicable to the following: NCPA LEC – adopt resolution by all members authorizing the LEC 2025 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission for a total cost not to exceed $2,845,656.

Fiscal Impact: The budgetary funds to complete the 2025 Spring outage include $1,235,000 of pre-collected funds in the Maintenance Reserve. Additional funds in the amount of $408,934 were anticipated in the Fixed Maintenance, $1,126,722 in the O&M Project Annual Outage Project and Service Water Piping replacement $75,000. All items are part of FY25 Routine O&M budget.

MOTION: A motion was made by Jenelle Osborne and seconded by James "Bo" Sheppard recommending the Commission adopt Resolution 24-95, authorizing the LEC 2025 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission for a total cost not to exceed $2,845,656. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding		X	
Roseville		X	
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra			X

CLOSED SESSION ITEMS (11:00 – 11:30 am)

Non-essential Members and NCPA staff left the meeting for closed session items.

Chair Serventi asked General Counsel to move the Commission into Closed Session at 11:13 am to discuss Closed Session items 27 and 28. General Counsel Jane Luckhardt took the Commission into Closed Session.

27. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation one (1) case:

Case Name: Pacific Gas and Electric Company, Plaintiff, v. DKM, LLC, a California limited liability company; Calaveras County Water District; Northern California Power Agency; et al., Defendants, Calaveras County Superior Court, Case No. 24CV47310.

28. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54956.9(d)(2) – Anticipated Litigation, three (3) cases.

OPEN SESSION

All meeting attendees rejoined the public meeting at 12:24 pm.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt reported there was no reportable action taken in closed session.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The August 22, 2024 Commission meeting was adjourned at 12:28 pm by Chair Serventi.

Respectfully submitted,

JERRY SERVENTI
Commission Chair

Prepared by,

CARRIE A. POLLO
Assistant Secretary to the Commission

NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Meeting
August 22, 2024
COMMISSIONERS
Attendance List

NCPA Commissioners are requested to sign, but signature by members of the public is voluntary.

MEMBER	NAME
1 - ALAMEDA	Jerry Serwei
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Catalina Sanchez
4 - HEALDSBURG	Terry Crowley
5 - LODI	Mikey Hothi
6 - LOMPOC	
7 - PALO ALTO	Vicki Veenker
8 - PLUMAS-SIERRA REC	
9 - PORT OF OAKLAND	
10 - REDDING	Nick Zettel
11 - ROSEVILLE	Pauline Piccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Yuliya Shmidt
13 - SANTA CLARA	Sudhanshu Jain
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	Jared Carpenter
16 - UKIAH	Cindy Sanders

Commission Meeting
August 22, 2024
Attendance List

NCPA Commissioners, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

NAME	AFFILIATION
Carrie Pollo	NCPA
Dan Beans	Roseville
James Tokehara	Shasta Lake
Jane Cirrincione	NCPA
Erin Sanford	NCPA
Tony Zimmer	NCPA
Mike DeBortoli	NCPA
Jane Luckhardt	NCPA
Randy S. Howard	NCPA

SUPPORT SERVICES PROGRAM STATUS REPORT

September 18, 2024

Member Name	***Designated Representatives***	***Authorized Confirmation NTE Amount***	***Date Approved***
Alameda - AMP	General Manager & AMP City Attorney	$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	$ 125,000	08/09/16
Gridley	City Administrator & City Attorney	$ 125,000	02/07/22
Healdsburg	City Manager & City Attorney	$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE $30,000; City Manager & City Attorney NTE $60,000	$ 60,000	09/07/16; 05/20/22
Lompoc	Utility Director & City Attorney	$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	$ 85,000/yr. with up to 3 yr. term per vendor	06/05/17
Plumas-Sierra REC	General Manager & Cooperative Attorney	$ 20,000	01/25/23
Port of Oakland	Executive Director & Deputy Port Attorney	$ 150,000	04/14/16
Redding	Utility Director & City Attorney Procurement Authority Increased	 $ 200,000	04/19/16; 08/20/20
Roseville	Electric Utility Director & City Attorney Procurement Authority Increased	$ 74,999	10/05/15; 05/05/21
Santa Clara	City Manager & City Attorney	$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE $15,000; General Manager, General Counsel & Board President NTE $250,000	$ 250,000	11/02/16
Ukiah	Utility Director & City Attorney	$ 20,000	01/19/22

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS				
No.	***Member Name***	***Date***	***Amount NTE***	***Vendor Name & Short Description***
0337	City of Lompoc	9/10/24	$ 68,840.65	Power Engineers, Inc.; Receiving substation engineering support including as-built drawing verification, update CAD drawing files, recommend renewal options, and prepare preventative maintenance program.
0336	City of Redding	8/15/24	$ 7,710.00	Frontier Energy, Inc.; Training/Induction Cooking Demonstration in calendar year 2024 for City of Redding event.
0335	City of Roseville	9/9/24	$ 53,272.00	Richard Heath & Associates, Inc.; Technical advisory and analysis services related to DSM programs.
0334	City of Lompoc	8/8/24	$ 8,875.00	Intuitive Group; Grant related services including funding research, proposal development, application writing and support related to electric infrastructure upgrades, grid resiliency, energy efficiency, wildfire/hazard mitigation, and EV charging for balance of CY2024.
0333	City of Roseville	7/15/24	$ 10,830.00	Coffman Engineers, Inc; structural engineering concrete foundation design services for a new 12kV switchgear.
0332	City of Santa Clara	7/11/24	$ 83,985.00	Frontier Energy, Inc.; Provide up to 20 EE commercial food service site audits.
0329	City of Lompoc	3/29/24	$ 24,475.00	iParametrics, LLC; Grant writing services related to GRIP Topic 3 application.
0328	City of Palo Alto	4/11/24	$ 40,450.00	EV and Ebike webinars, EV education and discount programs.
0327	City of Redding	3/8/24	$ 28,845.00	iParametrics; grant writing services for GRIP grant (topic area 1).
0326	City of Roseville	3/12/24	$ 16,915.00	SCS Engineers; provide LCFS Tier 2 Fuel Pathway Validation services.
0325	City of Shasta Lake	3/6/24	$ 73,480.00	Cooperative Response Center; provide after-hours call support utilizing its Energy Dispatch service solutions.
0322	City of Roseville	4/1/24	$ 17,265.00	Frontier Energy, Inc.; Induction cooking demonstration and electrification training.

No.	*Member Name*	*Date*	*Amount NTE*	*Vendor Name & Short Description*
0321	City of Palo Alto	3/8/24	$ 46,885.00	Plug in America; provide EV Expos and Workshops in 2024 to promote EV adoption.
0320	City of Redding	3/8/24	$ 39,680.00	AESI-US, Inc.; provide comprehensive cyber security risk assessment.
0319	City of Palo Alto	2/8/24	$ 17,265.00	Aspen Environmental; provide support re regulatory and legislative matters and objectives, CPUC filings, orders and decisions; impacts on the City.
0315	Port of Oakland	11/29/23	$ 149,995.00	NewGen Strategies and Solutions, LLC; Electric cost of Service and Retail Rate Design Study.
0310	City of Redding	5/21/24	$ 36, 200.00	Cameron Cole LLC; GHG verification services for emission years 2023, 2024, and 2025 for compliance with mandatory CARB regulations.
0309	City of Roseville	8/17/23	$ 30,835.00	EcoEngineers; Providing LCFS Pathway Registration services for the Pleasant Grove Wastewater Treatment Plant.
0308	City of Redding	8/25/23	$1,167,293.55	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0307	City of Roseville	9/6/2023	$1,196,537.12	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0305	City of Lompoc	6/23/23	$ 51,675.00	Utility Financial Solutions, LLC; Wastewater Cost of Service and Rate Design studies.
0304	Alameda Municipal Power	7/31/23	$713,195.50	CLEAResult Consulting Inc.; EV charging outreach and technical assistance services.
0303	City of Palo Alto	5/16/23	$51,015.00	Flynn Resource Consultants, Inc.; Analysis to aid the City in Electric Supply Portfolio Planning.
0298	City of Palo Alto	3/16/23	$249,829.00	iParametrics LLC; Grant writing services for Electric GRIP Grant and for Gas NGDISM Grant and for Post-Award services and support for future grants.

No.	*Member Name*	*Date*	*Amount NTE*	*Vendor Name & Short Description*
0295	Alameda Municipal Power	5/3/23	$250,000.00	SpryPoint Services, Inc.; Implement SpryMobile Asset & Workflow Management Software to support AMP's operational needs through September 14, 2027.
0294	City of Palo Alto	4/1/23	$53,540.00	Cool the Earth; Through the Ride and Drive Clean campaign, will host webinars on EV's and ebikes, including incentives and charging education.
0291	Truckee Donner PUD	2/8/23	$ 62,500.00	ADM Associates, Inc.; EM&V technical advisory services including Electrification Saturation Study, 2022 and 2023 Program Review and free-ridership analysis.
0286	City of Palo Alto	3/2/23	$ 84,515.00	ADM Associates Inc.; EM&V of the cost effectiveness and energy savings attributed to energy efficiency and electrification programs as detailed in the ADM SOW for Palo Alto Utilities.
0283	Alameda Municipal Power	11/29/22	$141,075.00	Cooperative Response Center; for after-hours answering services for 36-month period through November 2025.
0281	Truckee Donner PUD	11/23/22	$ 25,227.00	Dudek; Comprehensive revision of TDPUD Wildfire Mitigation Plan per AB 1054 and PUC section 8387; including review, collection of data, and WMP revision.
0277	City of Lodi	9/28/22	$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0274	City of Roseville	9/27/22	$ 67,900.00	EES Consulting; for Cost of Service analysis including four primary tasks.
0269	City of Lodi	10/18/22	$281,460.00	Cooperative Response Center, Inc.; after-hours answering services for Lodi Electric and Lodi Public Works departments for three-year period.
0258 Amd.	Alameda Municipal Power	6/6/22 8/30/23	$ 70,255.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets through FY25.
0257	Truckee Donner PUD	7/1/22	$ 60,000.00	iParametrics; Grant writing services.

No.	*Member Name*	*Date*	*Amount NTE*	*Vendor Name & Short Description*
0253	City of Palo Alto	7/26/22	$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.)
0251	City of Santa Clara	5/3/22	$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting.
0249	City of Lodi	7/21/22	$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs through FY25.
0243	City of Lompoc	1/24/22	$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0240	Alameda Municipal Power	2/23/22	$198,025.00	Frontier Energy, Inc.; Energy efficiency services including education courses, induction cooking demonstrations, commercial food service site audits, and work force education and training.
0237	City of Santa Clara	9/14/21	$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236 Amd.	City of Santa Clara	3/1/22	$426,328.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services. Amd. to extend term.
0230	City of Santa Clara	8/30/21	$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0224 Amd. Amd.2	City of Healdsburg	7/1/21 5/16/23 12/31/23	$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0221	City of Lompoc	6/7/21	$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0186 Amd. Amd.2 Amd.3	Alameda Municipal Power	9/21/20 7/23/21 8/23/22 12/8/23	$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY24.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS

(SERVICES THROUGH SCPPA CONTRACTS OR TO SCPPA MEMBERS THROUGH NCPA CONTRACTS)

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0296	Alameda - AMP	6/29/23	$121,670.00	Radian Generation LLC; provide NERC regulatory compliance administrative services.
0282	City of Vernon	1/23/23	$374,245.00	Ascend Analytics, LLC; provide services for the development of an integrated Resource Plan.
0273 Amd.	City of Vernon	4/13/23 8/15/24	$145,225.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service analysis and Rate Design Study.
0265	City of Santa Clara	7/6/23	$98,965.00	Tinker, LLC; provide its turnkey Energy Education Program through a digital science-based curriculum to teach students about energy and using it wisely.
0259 Amd.	City of Burbank/ Burbank Water & Power	10/26/22 3/31/23	$134,010.00	NewGen Strategies and Solutions, LLC; provide Electric Cost of Service Analysis and Rate Design Recommendations.
0222	City of Santa Clara	11/15/21	$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.

10

Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: August 31, 2024 Financial Report (unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth	**METHOD OF SELECTION:**
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify _____

_____

SR: 228:24

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending August 31, 2024.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the September 27, 2024 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairman's call to order, the Assistant Secretary to the Commission will, upon request, make available for review the detailed listing of those disbursements.

The report of budget vs. actual costs and the unaudited August 31, 2024 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

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.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:
- August 31, 2024 Financial Report

SR: 228:24

NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS

Schedule of Disbursements
(Unaudited)

For the Month of August 2024

Operations:		
Geothermal	**$**	**7,537,465**
Hydroelectric		**2,499,540**
CT#1 Combustion Turbines		**393,167**
CT#2 STIG		**157,417**
Lodi Energy Center		**6,355,877**
NCPA Operating		**35,410,871**
Total	**$**	**52,354,337**

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED AUGUST 31, 2024

PERCENT OF YEAR ELAPSED
17%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	$ 3,563,840	$ 6,531,228	$ 40,231,090	16%	
Debt Service (Net)	1,534,669	3,069,338	18,416,028	17%	
Annual Budget Cost	5,098,509	9,600,566	58,647,118	16%	
Geothermal					
Other Plant Cost	5,284,891	8,669,124	47,043,119	18%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	5,284,891	8,669,124	47,043,119	18%	
Combustion Turbine No. 1					
Fuel	217,247	232,431	718,046	32%	(a)
Other Plant Cost	436,773	958,010	4,733,429	20%	
Annual Budget Cost	654,020	1,190,441	5,451,475	22%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	99,359	106,113	1,180,587	9%	
Other Plant Cost	429,339	875,522	5,093,732	17%	
Debt Service (Net)	-	421,313	421,313	100%	(b)
Annual Budget Cost	528,698	1,402,948	6,695,632	21%	
Lodi Energy Center					
Fuel	1,878,773	4,766,249	77,589,905	6%	
Other Plant Cost	2,166,732	4,938,791	54,644,498	9%	
Debt Service (Net)	2,168,156	4,336,311	26,017,868	17%	
Annual Budget Cost	6,213,661	14,041,351	158,252,271	9%	
Member Resources - Energy	7,797,861	16,880,205	53,765,565	31%	(c)
Member Resources - Energy (Customer)	7	346	-	N/A	
Member Resources - Natural Gas	678,125	1,311,517	5,432,402	24%	(d)
Western Resources	1,413,110	3,462,994	23,246,095	15%	
Market Power Purchases	4,342,101	6,915,304	48,565,629	14%	
Load Costs - CAISO	28,332,291	62,344,249	545,184,045	11%	
Load Costs - CAISO (Customer)	37,300	5,061,252	-	N/A	
Net GHG Obligations	604,800	604,800	2,108,011	29%	(e)
Preliminary Surveys & Investigations	-	-	-	N/A	
	60,985,374	**131,485,097**	**954,391,362**	**14%**	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	239,673	464,070	2,572,012	18%	
Wheeling Access Charge	12,006,670	23,488,680	155,004,333	15%	
Ancillary Services	317,918	941,929	4,577,450	21%	(f)
Other ISO Charges/(Credits)	(1,730,967)	(840,016)	2,549,026	-33%	(g)
	10,833,294	24,054,663	164,702,821		
Independent System Operator (Customer)	(571,535)	322,669	-		
	10,261,759	**24,377,332**	**164,702,821**	15%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED AUGUST 31, 2024

PERCENT OF YEAR ELAPSED
17%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	197,245	372,746	2,361,093	16%	
Regulatory Representation	43,416	80,399	828,799	10%	
Western Representation	35,977	59,494	599,235	10%	
Customer Programs	38,502	74,012	666,457	11%	
Judicial Action	63,424	63,424	1,240,000	5%	
Power Management					
System Control & Load Dispatch	881,350	1,775,738	11,749,989	15%	
Forecasting, Planning, Prescheduling & Trading	236,296	461,728	3,242,955	14%	
Industry Restructuring & Regulatory Affairs	26,402	49,368	427,756	12%	
Contract Admin, Interconnection Svcs & External Affairs	105,330	209,578	1,304,749	16%	
Gas Purchase Program	4,645	9,613	86,207	11%	
Market Purchase Project	6,595	13,849	124,392	11%	
Energy Risk Management	18,000	28,516	175,918	16%	
Settlements	75,574	142,237	1,217,204	12%	
Integrated Systems Support	50,491	84,342	704,665	12%	
Participant Pass Through Costs	58,425	114,132	1,967,542	6%	
Support Services	596,503	611,917	147,285	N/A	
	2,438,175	**4,151,093**	**26,844,246**	**15%**	
TOTAL ANNUAL BUDGET COST	**73,685,308**	**160,013,522**	**1,145,938,429**	**14%**	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	8,027,803	22,688,125	217,597,296	10%	
Member Resource ISO Energy Sales	4,445,624	11,493,097	44,226,716	26%	(h)
Member Owned Generation ISO Energy Sales	8,937,994	21,395,481	156,157,708	14%	
Revenue from Customers	(695,547)	(1,564,934)	-	N/A	
Customer Owned Generation ISO Energy Sales	(1)	115	1,469,256	0%	
NCPA Contracts ISO Energy Sales	1,242,127	2,996,018	50,551,647	6%	
Western Resource Energy Sales	3,328,971	7,852,166	41,304,601	19%	
Load Energy Sales	(453,330)	2,533,162	-	N/A	
Ancillary Services Sales	139,105	616,471	6,817,168	9%	
Transmission Sales	9,198	18,396	110,376	17%	
Western Credits, Interest and Other Income	9,022,389	21,000,130	61,504,322	34%	(i)
	34,004,333	**89,028,227**	**579,739,090**	**15%**	
NET ANNUAL BUDGET COST TO PARTICIPANTS	**$ 39,680,975**	**$ 70,985,295**	**$ 566,199,339**	**13%**	

(a) Increase due to higher than budgeted fuel purchases in August, which included two PG&E charges totaling to $97,131 due to increased transportation costs per therm rate from $0.14993 to $0.24891 compared to prior year.

(b) Final debt payment for CT2 is August 1st. However, 100% of the payment was collected in July,

(c) Increase due to unbudgeted member resource purchases for Roseville and Santa Clara.

(d) Members entered into an additional gas contract in August resulting in higher net costs due to larger spread between gas contract price vs gas market price during the month.

(e) Increase due to unbudgeted Customer GHG Allowances, totaling to $453,600.

(f) Increase due to higher than budgeted ancillary services costs for the month.

(g) Decrease due to higher than budgeted ISO Other Revenue for the month.

(h) Increase due to higher than budgeted member owned generation sales to CAISO.

(i) Increase due to unbudgeted RAC sales to Clean Power Alliance and Colton Electric Utility, totaling to $2,608,000 and increased member sales of $4,010,245.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	August	
	2024	2023
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	$ 67,758	$ 75,554
Investments	32,720	32,028
Accounts receivable		
Participants	2,554	13
Other	6,145	6,181
Interest receivable	894	705
Inventory and supplies	6,767	6,494
Prepaid expenses	1,965	1,695
TOTAL CURRENT ASSETS	118,803	122,670
RESTRICTED ASSETS		
Cash and cash equivalents	58,814	58,818
Investments	176,109	172,078
Interest receivable	54	67
TOTAL RESTRICTED ASSETS	234,977	230,963
ELECTRIC PLANT		
Electric plant in service	1,605,392	1,602,925
Less: accumulated depreciation & amortization	(1,161,003)	(1,123,829)
	444,389	479,096
Construction work-in-progress	1,733	1,557
TOTAL ELECTRIC PLANT	446,122	480,653
OTHER ASSETS		
Regulatory assets	140,141	159,142
Investment in associated company	265	265
TOTAL ASSETS	940,308	993,693
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	145	710
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,331	62,447
TOTAL DEFERRED OUTFLOWS OF RESOURCES	92,942	88,502
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 1,033,250	$ 1,082,195

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	August	
	2024	2023
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 33,522	$ 41,165
Member advances	1,293	1,043
Operating reserves	31,564	25,407
Current portion of long-term debt	33,082	55,778
Accrued interest payable	4,008	4,284
TOTAL CURRENT LIABILITIES	103,469	127,677
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	168,207	162,459
Asset retirement obligations	75,075	72,384
Long-term debt, net	462,672	498,404
TOTAL NON-CURRENT LIABILITIES	768,669	789,803
TOTAL LIABILITIES	872,138	917,480
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	95,164	92,520
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	96,832	94,632
NET POSITION		
Net investment in capital assets	(36,308)	(57,096)
Restricted	6,030	8,820
Unrestricted	94,558	118,359
TOTAL NET POSITION	64,280	70,083
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 1,033,250	$ 1,082,195

COMBINED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	For the Two Months Ended August,	
	2024	2023
	(in thousands)	
OPERATING REVENUES		
Participants	$ 89,840	$ 109,111
Other Third-Party	41,092	52,712
TOTAL OPERATING REVENUES	130,932	161,823
OPERATING EXPENSES		
Purchased power	47,569	57,183
Operations	15,276	19,774
Transmission	26,289	32,526
Depreciation & amortization	5,156	5,139
Maintenance	8,945	4,653
Administrative and general	5,056	2,844
TOTAL OPERATING EXPENSES	108,291	122,119
NET OPERATING REVENUES	22,641	39,704
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(2,547)	(3,124)
Interest income	11,429	15,888
Other	1,312	1,390
TOTAL NON OPERATING EXPENSES	10,194	14,154
FUTURE RECOVERABLE AMOUNTS	(1,183)	(4,297)
REFUNDS TO PARTICIPANTS	(4,484)	(5,833)
INCREASE (DECREASE) IN NET POSITION	27,168	43,728
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	$ 64,280	$ 70,083

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS (000's omitted)

August 31, 2024

	GENERATING & TRANSMISSION RESOURCES									
ASSETS	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
CURRENT ASSETS										
Cash and cash equivalents	$ -	$ -	$ 1	$ 1	$ 134	$ -	$ -	$ 1,909	$ 65,713	$ 67,758
Investments	-	-	-	-	-	-	-	-	32,720	32,720
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	2,554	2,554
Other	-	-	-	-	-	-	5,777	-	368	6,145
Interest receivable	155	202	-	-	74	-	56	-	407	894
Inventory and supplies	1,809	1,319	330	491	2,818	-	-	-	-	6,767
Prepaid expenses	329	332	1	32	461	-	-	(10)	820	1,965
Due from Agency and other programs*	18,575	4,614	3,525	4,041	21,800	-	30,430	5,466	(88,451)	-
TOTAL CURRENT ASSETS	20,868	6,467	3,857	4,565	25,287	-	36,263	7,365	14,131	118,803
RESTRICTED ASSETS										
Cash and cash equivalents	1,855	5,509	385	-	4,790	-	23,416	-	22,859	58,814
Investments	30,999	37,671	-	-	29,948	-	19,202	-	58,289	176,109
Interest receivable	-	-	-	-	54	-	-	-	-	54
TOTAL RESTRICTED ASSETS	32,854	43,180	385	-	34,792	-	42,618	-	81,148	234,977
ELECTRIC PLANT										
Electric plant in service	580,144	395,746	65,473	38,985	447,698	7,736	61,427	1,178	7,005	1,605,392
Less: accumulated depreciation & amortization	(558,080)	(320,636)	(62,014)	(36,000)	(156,110)	(7,736)	(14,303)	(955)	(5,169)	(1,161,003)
	22,064	75,110	3,459	2,985	291,588	-	47,124	223	1,836	444,389
Construction work-in-progress	-	-	-	-	-	-	-	-	1,733	1,733
TOTAL ELECTRIC PLANT	22,064	75,110	3,459	2,985	291,588	-	47,124	223	3,569	446,122
OTHER ASSETS										
Regulatory assets	-	73,039	-	-	27,928	-	-	-	39,174	140,141
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	75,786	197,796	7,701	7,550	379,595	-	126,005	7,588	138,287	940,308
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	145	-	-	-	-	145
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	29,466	29,466
Asset retirement obligations	62,942	-	182	-	207	-	-	-	-	63,331
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,942	-	182	-	352	-	-	-	29,466	92,942
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 138,728	$ 197,796	$ 7,883	$ 7,550	$ 379,947	$ -	$ 126,005	$ 7,588	$ 167,753	$ 1,033,250

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

August 31, 2024

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	$ 592	$ 645	$ -	$ -	$ 1,533	$ -	$ 21,376	$ -	$ 9,376	$ 33,522
Member advances	791	-	-	-	-	-	-	502	-	1,293
Operating reserves	4,444	250	617	4,172	22,081	-	-	-	-	31,564
Current portion of long-term debt	-	12,434	10	-	14,657	-	5,915	-	66	33,082
Accrued interest payable	-	997	(33)	-	3,044	-	-	-	-	4,008
TOTAL CURRENT LIABILITIES	5,827	14,326	594	4,172	41,315	-	27,291	502	9,442	103,469
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,715	62,715
Operating reserves and other deposits	1,500	38,521	384	-	133	-	42,893	2,860	81,916	168,207
Asset retirement obligations	74,686	-	182	-	207	-	-	-	-	75,075
Long-term debt, net	-	133,790	553	-	287,053	-	41,209	-	67	462,672
TOTAL NON-CURRENT LIABILITIES	76,186	172,311	1,119	-	287,393	-	84,102	2,860	144,698	768,669
TOTAL LIABILITIES	82,013	186,637	1,713	4,172	328,708	-	111,393	3,362	154,140	872,138
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,025	6,826	4,905	3,144	36,978	-	-	180	4,106	95,164
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	39,025	6,826	4,905	3,144	36,978	-	-	180	5,774	96,832
NET POSITION										
Net investment in capital assets	22,064	(70,302)	3,142	2,985	2,144	-	-	223	3,436	(36,308)
Restricted	-	2,080	418	-	3,532	-	-	-	-	6,030
Unrestricted	(4,374)	72,555	(2,295)	(2,751)	8,585	-	14,612	3,823	4,403	94,558
TOTAL NET POSITION	17,690	4,333	1,265	234	14,261	-	14,612	4,046	7,839	64,280
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 138,728	$ 197,796	$ 7,883	$ 7,550	$ 379,947	$ -	$ 126,005	$ 7,588	$ 167,753	$ 1,033,250

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

For the Two Months Ended August 31, 2024

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
OPERATING REVENUES										
Participants	$ 5,323	$ 5,944	$ 1,382	$ 967	$ 13,202	$ -	$ 58,273	$ 4,388	$ 361	$ 89,840
Other Third-Party	5,787	5,457	661	920	10,875	-	16,916	476	-	41,092
TOTAL OPERATING REVENUES	11,110	11,401	2,043	1,887	24,077	-	75,189	4,864	361	130,932
OPERATING EXPENSES										
Purchased power	85	575	138	115	710	-	45,946	-	-	47,569
Operations	3,355	645	635	377	6,651	-	1,312	2,301	-	15,276
Transmission	41	66	-	42	96	-	26,044	-	-	26,289
Depreciation & amortization	670	1,609	367	60	2,360	-	-	28	62	5,156
Maintenance	3,997	3,773	62	343	709	-	-	61	-	8,945
Administrative and general	1,432	1,395	109	235	1,581	-	-	1,778	(1,474)	5,056
Intercompany (sales) purchases, net*	(193)	78	14	18	84	-	-	(1)	-	-
TOTAL OPERATING EXPENSES	9,387	8,141	1,325	1,190	12,191	-	73,302	4,167	(1,412)	108,291
NET OPERATING REVENUES	1,723	3,260	718	697	11,886	-	1,887	697	1,773	22,641
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(23)	(650)	143	-	(2,017)	-	-	-	-	(2,547)
Interest income	2,915	1,060	41	22	1,213	-	1,468	49	4,661	11,429
Other	2	514	-	-	567	-	-	8	221	1,312
TOTAL NON OPERATING (EXPENSES) REVENUES	2,894	924	184	22	(237)	-	1,468	57	4,882	10,194
FUTURE RECOVERABLE AMOUNTS	362	(1,080)	(207)	-	(258)	-	-	-	-	(1,183)
REFUNDS TO PARTICIPANTS	-	-	-	-	-	-	(1,105)	(438)	(2,941)	(4,484)
INCREASE (DECREASE) IN NET POSITION	4,979	3,104	695	719	11,391	-	2,250	316	3,714	27,168
NET POSITION, Beginning of year	12,711	1,229	570	(485)	2,870	-	12,362	3,730	4,125	37,112
NET POSITION, Period ended	$ 17,690	$ 4,333	$ 1,265	$ 234	$ 14,261	$ -	$ 14,612	$ 4,046	$ 7,839	$ 64,280

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
August 31, 2024

Status	Participant / Customer	Description	Amount	
CURRENT			$ 8,463,030	
PAST DUE:				
1 - 30	Calpine Geysers Plant Service		233,034	
	City of Vernon		2,385	*
31 - 60				
61 - 90				
91 - 120				
Over 120 Days				
	PARTICIPANT and OTHER RECEIVABLES (net)		$ 8,698,448	

** Denotes items paid/applied after August 31, 2024.*

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A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Treasurer's Report for Month Ended August 31, 2024

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth	**METHOD OF SELECTION:**
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for August 31, 2024.

BACKGROUND:

In compliance with Northern California Power Agency (NCPA) policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash – At month end cash totaled $1,419,956 of which approximately $1,218 was applicable to Debt Service and $1,418,738 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled $327,804,503 at month end. The current market value of the portfolio totaled $321,538,987.

The overall portfolio had a combined weighted average interest rate of 3.489% with a bond equivalent yield (yield to maturity) of 3.538%. Investments with a maturity greater than one year totaled $159,854,000. August maturities totaled $13,450,983 and monthly receipts totaled $47 million. During the month $14 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates – During the month, rates on 90-day T-Bills decreased 18 basis points from 5.40% to 5.22% and rates on one-year T-Bills decreased 46 basis points from 4.83% to 4.37%.

To the best of my knowledge and belief, all securities held by NCPA as of August 31, 2024 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet cash requirements for the next six months.

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

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.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report August 31, 2024

SR: 229:24

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

AUGUST 31, 2024

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
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INTEREST RATE/YIELD ANALYSIS	4
LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
August 31, 2024

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	$ 1,404,682	$ 135,013,523	$ 136,418,205	41.43%
Special Deposits	14,056	487,240	501,296	0.15%
Debt Service	1,218	9,598,606	9,599,824	2.92%
Special & Reserve	-	182,705,134	182,705,134	55.50%
	$ 1,419,956	$ 327,804,503	$ 329,224,459	99.99%

Portfolio Investments at Market Value	$ 321,538,987

NOTE A - Investment amounts shown at book carrying value.

NOTE B - The total portfolio book value includes Intel Corp (Intel) bonds totaling $198,729 maturing on 2/10/28. Moody's Investors Service (Moody's) downgraded their credit rating of Intel from A2 (rating at time of purchase) to A3 with a stable outlook on 2/9/24 and from A3 to Baa1 with a negative outlook on 8/8/24. S&P Global Ratings downgraded their credit rating of Intel from A (rating at time of purchase) to A- with a negative outlook on 2/09/24 and from A- to BBB+ with a negative outlook on 8/16/2024. NCPA sold the bonds for a total gain of $1,886 on 9/04/24.

Northern California Power Agency
Treasurer's Report
Cash Activity Summary
August 31, 2024

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	$ 48,618,371	$ 503,059	$ 5,996,632	$ (34,004,061)	$ (4,957,418)	$ (17,203,589)	$ (1,047,006)
Special Deposits	3,236,106	2,224	-	(14,642,596)	(2,224)	11,407,138	648
Debt Service	(4,935,375)	3	4,936,149	-	(3,701,808)	3,700,594	(437)
Special & Reserve	-	383,007	2,518,202	-	(4,997,066)	2,095,857	-
	$ 46,919,102	$ 888,293	$ 13,450,983	$ (48,646,657)	$ (13,658,516)	$ -	$ (1,046,795)

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

Northern California Power Agency
Treasurer's Report
Investment Activity Summary
August 31, 2024

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INVESTMENTS INCREASE / (DECREASE)
NCPA FUNDS						
Operating	$ 4,957,418	$ (5,996,632)	$ 542	$ -	$ -	$ (1,038,672)
Special Deposits	2,224	-	-	-	-	2,224
Debt Service	3,701,808	(4,936,149)	28,059	-	-	(1,206,282)
Special & Reserve	4,997,066	(2,518,202)	38,297	-	-	2,517,161
	$ 13,658,516	$ (13,450,983)	$ 66,898	$ -	$ -	$ 274,431

Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(66,898)
Net Change in Investment --Before Non-Cash Activity	$ 207,533

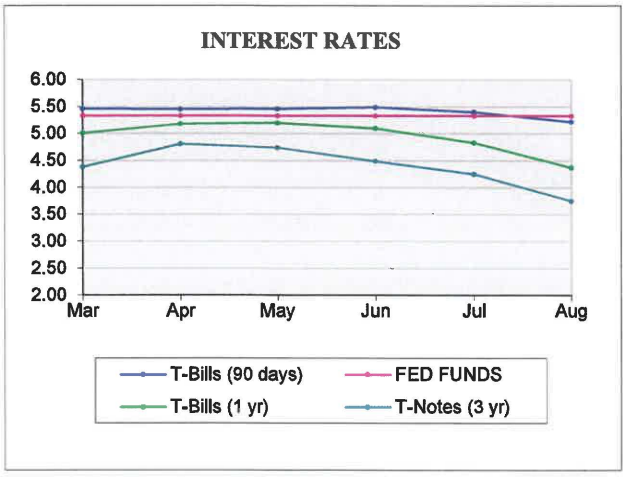
NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
August 31, 2024

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	**3.489%**	**3.538%**
OPERATING FUNDS:	**3.593%**	**3.649%**
PROJECTS:		
Geothermal	**2.266%**	**2.387%**
Capital Facilities	**5.430%**	**5.430%**
Hydroelectric	**3.609%**	**3.920%**
Lodi Energy Center	**3.402%**	**3.404%**

KEY INTEREST RATES

	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	5.33%	5.33%
T-Bills (90da.)	5.22%	5.58%
Agency Disc (90da.)	5.00%	5.36%
T-Bills (1yr.)	4.37%	5.39%
Agency Disc (1yr.)	4.15%	5.13%
T-Notes (3yr.)	3.75%	4.70%



Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
August 31, 2024

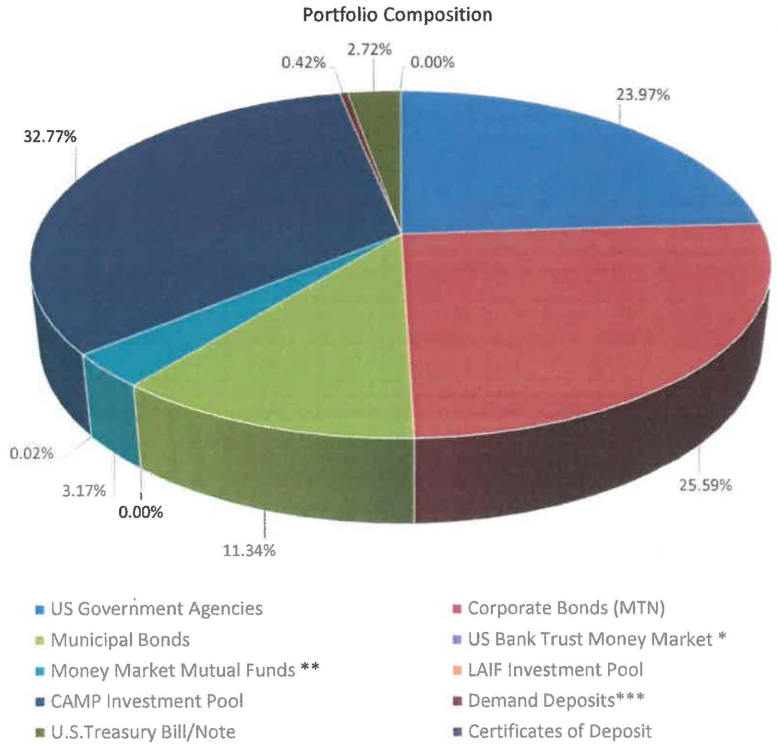
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	$ -	$ 5,962	$ 7,216	$ 1,000	$ 4,000	$ 50,968	$ 10,182	$ 79,328	23.97%
Corporate Bonds (MTN)	-	-	3,390	545	8,250	72,479	-	84,664	25.59%
Municipal Bonds	-	680	600	2,915	10,695	19,630	2,985	37,505	11.34%
US Bank Trust Money Market *	5	-	-	-	-	-	-	5	0.00%
Money Market Mutual Funds **	10,477	-	-	-	-	-	-	10,477	3.17%
LAIF Investment Pool	54	-	-	-	-	-	-	54	0.02%
CAMP Investment Pool	108,430	-	-	-	-	-	-	108,430	32.77%
Demand Deposits***	1,405	-	-	-	-	-	-	1,405	0.42%
U.S.Treasury Bill/Note	-	5,386	-	-	-	3,610	-	8,996	2.72%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	$ 120,371	$12,038	$11,206	$4,460	$ 22,945	$146,687	$13,167	$ 330,874	100.00%
Total Percents	36.38%	3.64%	3.39%	1.35%	6.93%	44.33%	3.98%	100.00%	

Investments are shown at Face Value, in thousands.

*** Uninvested debt service balances at U.S. Bank Global Trust and Custody are swept into U.S. Bank unrated money market demand deposit investment products.**

**** Money market mutual fund investments held at U.S. Bank and U.S. Bank Global Trust and Custody are invested in short-term U.S. Treasury obligations, including repurchase agreements secured by U.S. Treasury obligations and short-term U.S. government securities, including repurchase agreements secured by U.S. government securities respectively.**

***** The cash balance held at US Bank includes outstanding checks that have not yet cleared.**



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

Note: **This appendix has been prepared to comply with Government Code section 53646.**

Northern California Power Agency

Treasurer's Report

08/31/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	2.550		0		1	2.550	0	SYS70101	70101	0
First American Govt.	USBGC	0	5.180		0		1	5.180	0	SYS70014	70014	0
First American Funds	USB	10,464,000	5.089		10,464,000		1	5.089	10,464,000	SYS70102	70102	10,464,000
California Asset Mgm	CMP	53,764,732	5.430	10/19/2018	53,764,732		1	5.430	53,764,732	SYS70070	70070	53,764,732
Local Agency Investm	LAIF	53,888	4.290		53,888		1	4.290	53,888	SYS70000	70000	53,888
US Bank	USB	1,404,682	0.001		1,404,682		1	0.001	1,404,682	SYS70050	70050	1,404,682
US Bank	USB	10,000	0.050	07/07/2024	10,000	10/07/2024	36	0.050	10,000	SYS30338	30338	10,000
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	91	0.584	592,944	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	148	1.846	495,220	90331HMS9	26947	501,840
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	287	0.730	251,610	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	303	0.609	483,640	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	303	0.990	485,280	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	303	0.787	484,065	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	304	2.145	969,440	59217GEJ4	27375	990,402
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	334	0.992	966,700	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	443	0.542	959,440	3135GA4P3	27137	1,001,286
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	477	0.825	236,925	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	506	0.699	469,480	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	542	0.500	355,695	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	544	2.248	975,350	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	545	4.200	99,991	17275RBC5	27480	100,238
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	554	0.800	1,047,145	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	621	1.079	474,385	91324PEC2	27230	500,580
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	634	1.250	1,594,005	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	668	1.181	236,363	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	668	1.201	236,640	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	683	1.050	471,170	57629WDE7	27247	501,366
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	713	1.272	93,760	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	715	0.875	469,740	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	715	1.150	933,860	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	724	1.250	700,140	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	743	1.227	470,020	14913R2Q9	27288	499,241
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	743	1.225	480,155	24422EVB2	27294	510,086
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	757	0.900	590,064	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	757	1.635	1,391,250	75951AAQ1	27292	1,496,307
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	760	1.260	483,095	70450YAD5	27293	513,982
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	784	1.567	1,443,275	872898AA9	27330	1,530,724
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	799	1.475	1,796,985	74460DAG4	27336	1,910,986
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	849	1.509	47,709	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	879	1.700	2,873,340	3130AQN66	27364	3,000,000

NCPA

Northern California Power Agency
Treasurer's Report
08/31/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	1,032	4.841	453,435	3130ASH44	27559	453,347
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,078	4.944	518,126	30303M8B1	27483	506,169
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,085	4.136	585,378	023135BC9	27455	584,213
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,262	4.757	1,086,260	872287AL1	27597	1,072,479
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,300	4.648	922,010	02665WDW8	27598	916,248
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,306	4.634	759,225	58769JAG2	27572	753,930
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,352	4.761	508,810	30303M8L9	27614	497,335
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,391	4.800	1,001,710	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,416	4.950	311,049	6944PL2U2	27742	305,671
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,598	4.483	505,140	24422EXH7	27731	500,297
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	290,104	01/16/2029	1,598	4.048	287,930	24422EXH7	27807	290,098
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	06/11/2029	1,744	4.666	511,955	24422EXT1	27786	503,864
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,781	4.436	467,495	24422EUY3	27792	464,496
	Fund Total and Average	**$ 98,465,302**	4.212		**$ 98,425,357**		**266**	**4.209**	**$ 97,274,706**			**$ 98,417,487**

MPP GHG Auction Acct

California Asset Mgm	CMP	1,421,890	5.430	09/13/2022	1,421,890		1	5.430	1,421,890	SYS70076	70076	1,421,890
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70045	70045	0
	Fund Total and Average	**$ 1,421,890**	5.430		**$ 1,421,890**		**1**	**5.430**	**$ 1,421,890**			**$ 1,421,890**

MPP Security Deposit Acct

California Asset Mgm	CMP	487,240	5.430	10/28/2022	487,240		1	5.430	487,240	SYS70078	70078	487,240
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
	Fund Total and Average	**$ 487,240**	5.430		**$ 487,240**		**1**	**5.430**	**$ 487,240**			**$ 487,240**

SCPA Balancing Account

First American Govt.	USBGC	0	5.180		0		1	5.180	0	SYS70023	70023	0
California Asset Mgm	CMP	17,242,611	5.430	05/27/2022	17,242,611		1	5.430	17,242,611	SYS70072	70072	17,242,611
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70022	70022	0
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	212	0.600	494,930	586145F74	27113	506,749
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	242	0.649	102,058	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	242	0.649	287,227	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	273	0.952	486,135	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	303	0.932	484,785	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	303	0.609	483,640	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	393	0.530	1,968,558	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	393	0.530	1,973,371	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	525	0.699	475,760	037833EB2	27168	500,000

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	529	0.530	474,260	3130AKWA0	27164	499,928
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	534	0.710	947,820	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	542	0.500	118,565	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	543	0.630	948,690	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	554	0.800	1,570,718	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	662	1.199	466,860	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	683	1.050	471,170	57629WDE7	27248	501,366
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	724	1.250	46,676	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	784	1.567	189,282	872898AA9	27331	200,751
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	799	1.569	258,728	74460DAG4	27311	274,602
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	799	1.475	235,208	74460DAG4	27337	250,129
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	849	1.509	95,418	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	862	1.731	495,595	24422EWA3	27362	524,632
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	879	1.691	287,334	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.500	04/29/2022	500,000	04/29/2027	970	4.219	496,155	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	972	4.110	500,565	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,064	3.509	128,172	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	1,064	4.730	281,502	250375LS9	27602	277,129
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,088	4.200	367,495	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,158	4.759	1,039,070	09261BAJ9	27541	1,031,976
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,269	5.003	293,469	233851DF8	27607	288,463
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,306	4.634	126,538	58769JAG2	27573	125,655
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,598	4.626	530,397	24422EXH7	27743	522,401
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,621	4.373	508,430	009158BH8	27793	504,515
Applied Materials In	USBGC	500,000	4.800	08/01/2024	509,280	06/15/2029	1,748	4.371	511,295	038222AS4	27795	509,121
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,781	4.436	467,495	24422EUY3	27794	464,496
	Fund Total and Average	**$ 36,462,611**	3.536		**$ 36,492,547**		**380**	**3.516**	**$ 35,855,982**			**$ 36,444,524**

General Operating Reserve

First American Govt.	USBGC	3,415	5.180		3,415		1	5.180	3,415	SYS70019	70019	3,415
California Asset Mgm	CMP	22,855,691	5.430	12/14/2018	22,855,691		1	5.430	22,855,691	SYS70071	70071	22,855,691
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70000	70002	0
US Bank	USB	0	0.000	07/01/2024	0		1	0.000	0	SYS70051	70051	0
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	61	0.665	248,198	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	103	0.830	1,808,825	3130A3GE8	26962	1,829,689
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	148	1.846	495,220	90331HMS9	26951	501,840
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	167	1.161	491,970	384802AE4	27000	501,521
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	167	1.217	491,970	384802AE4	27005	501,396
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	212	0.600	494,930	586145F74	27114	506,749
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	212	1.038	981,440	899559QD3	27006	1,001,980
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	242	0.750	508,897	447025A56	27112	521,739

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Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	273	0.866	975,790	438516CB0	27008	1,003,538
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	273	1.299	413,150	471376FJ7	27011	423,553
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	287	1.033	1,482,720	740189AM7	27017	1,526,652
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	295	1.050	723,135	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	303	0.845	484,785	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	303	0.774	484,065	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	304	2.145	3,877,760	59217GEJ4	27376	3,961,609
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	334	0.940	787,861	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	351	0.600	962,290	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	381	0.570	958,990	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	393	0.530	1,925,240	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	393	0.530	1,655,706	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	393	0.520	962,140	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	421	0.540	480,050	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	450	0.798	948,420	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	456	0.560	478,565	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	465	1.060	1,451,828	40139LBC6	27223	1,516,501
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	477	0.825	236,925	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	485	0.599	477,730	3135G06Q1	27141	500,266
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	525	0.699	475,760	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	534	0.710	947,820	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	556	1.054	595,350	808513BF1	27220	628,557
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	561	0.841	949,460	3130ALEL4	27203	999,225
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	568	1.000	162,433	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	575	1.010	951,560	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	577	1.119	474,995	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	597	1.084	478,135	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	621	1.079	521,824	91324PEC2	27232	550,638
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	634	1.250	1,038,916	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	662	1.199	1,167,150	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	668	1.590	352,588	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	683	1.050	942,340	57629WDE7	27249	1,002,732
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	744	3.000	398,288	437076BN1	27387	408,112
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	772	1.235	94,109	24422EVW6	27297	100,133
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	772	4.569	1,910,926	63859UBH5	27420	1,916,215
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	784	1.567	804,449	872898AA9	27333	853,190
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	799	1.490	1,491,216	74460DAG4	27308	1,585,327
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	799	1.569	343,403	74460DAG4	27312	364,471
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	799	1.475	1,001,043	74460DAG4	27339	1,064,549
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	820	1.500	1,088,135	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	849	1.509	143,127	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	862	1.731	413,468	24422EWA3	27363	437,693

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Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	879	3.375	491,600	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	954	4.123	1,009,699	023135CF1	27419	1,010,047
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	963	3.628	1,743,645	872898AF8	27404	1,780,447
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	991	4.122	1,009,549	747525AU7	27421	1,012,958
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,017	3.631	492,820	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,078	4.944	265,958	30303M8B1	27484	259,820
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,085	4.136	73,172	023135BC9	27457	73,027
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,137	4.750	1,026,300	3133EPYM1	27659	1,000,000
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,217	4.235	462,075	66285WB88	27797	461,454
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,248	4.962	831,528	13063DC48	27658	810,647
City of Houstion TX	USBGC	230,000	1.438	11/30/2023	199,849	03/01/2028	1,277	4.888	209,553	4423317B4	27677	205,186
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,291	4.816	545,343	525876WS3	27641	534,241
NYC Transititional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,338	4.922	2,348,290	64971X7J1	27639	2,290,711
Covina Vallley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,430	4.352	249,272	223093VR3	27704	246,226
Los Angeles CCD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,430	3.947	552,954	54438CYM8	27727	550,016
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,552	4.357	564,498	16772PCP9	27729	567,968
State of Illinois	USBGC	500,000	5.250	02/08/2024	514,705	12/01/2028	1,552	4.561	515,185	452153GY9	27728	512,982
Texas Public Financi	USBGC	600,000	1.430	08/01/2024	530,868	02/01/2029	1,614	4.271	534,720	882669BX1	27798	532,148
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,642	4.602	518,100	13063D3P1	27767	509,922
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,795	3.901	357,344	046558EY4	27801	361,023
City of Commerce CA	USBGC	400,000	1.859	08/02/2024	353,988	08/01/2029	1,795	4.451	357,648	20056XAF5	27800	354,730
Mt. San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,795	4.194	474,860	623040MD1	27799	473,750
	Fund Total and Average	**$ 81,779,731**	2.825		**$ 81,277,037**		479	2.988	**$ 79,528,314**			**$ 81,147,909**
	GRAND TOTALS:	**$ 218,616,774**	3.593		**$ 218,104,071**		362	3.649	**$ 214,568,132.**			**$ 217,919,050**

***Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.**

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2024

Callable Dates:

Inv #		
26947	USBANK	Anytime starting 12/27/2024
26951	USBANK	Anytime starting 12/27/2024
27024	JPM	Quarterly
27041	WISTRN	Anytime
27042	WISTRN	Anytime
27055	CASWTR	Anytime
27056	FNMA	Quarterly
27058	PHOGEN	Anytime
27071	FAMC	Semi-annually
27072	CASHGR	Anytime
27077	FFCB	Anytime
27078	FFCB	Anytime
27079	FFCB	Anytime
27080	FFCB	Anytime
27081	FHLB	Anytime
27104	FHLMC	Annually

Inv #		
27110	CASMED	Anytime
27113	MEMGEN	Anytime
27114	MEMGEN	Anytime
27124	FFCB	Anytime
27125	BALGEN	Anytime
27126	BALGEN	Anytime
27137	FNMA	Annually
27138	JPM	Quarterly
27139	JPM	Quarterly
27141	FNMA	Quarterly
27149	TOY	1/20/2025 and 7/20/2025
27164	FHLB	Anytime
27168	APPL	Anytime starting 1/8/2026
27169	APPL	Anytime starting 1/8/2026
27171	JPM	Quarterly
27172	JPM	Quarterly

Inv #		
27178	LOUIS	Anytime
27195	FHLB	Quarterly
27200	FFCB	Anytime
27201	FFCB	Anytime
27203	FHLB	Quarterly
27213	FHLB	Quarterly
27216	ORSGEN	Anytime
27225	BAC	Semi-annually
27226	BAC	Semi-annually
27227	BAC	Semi-annually
27228	BAC	Semi-annually
27251	JPM	Annually
27252	FHLB	Quarterly
27255	BAC	Semi-annually
27256	BAC	Semi-annually
27276	FHLB	Quarterly

Inv #		
27313	JPM	Quarterly
27329	NYSHGR	Anytime
27398	FHLB	Quarterly
27399	FHLB	Quarterly
27423	CTS	Anytime
27440	ALA	Anytime
27441	FHLB	Quarterly
27559	FHLB	Quarterly
27560	ORS	Anytime
27606	FHLB	Anytime starting 6/23/2025
27639	NYCGEN	Anytime
27657	FHLB	Monthly
27727	LOSHGR	Anytime
27729	CHITRN	Anytime
27767	CAS	Anytime

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Treasurer's Report

08/31/2024

Geothermal Special Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	5,000	5.180		5,000		1	5.180	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	432	0.460	1,430,700	3135G06G3	27167	1,495,700
	Fund Total and Average	**$ 1,500,000**	0.516		**$ 1,502,796**		**431**	**0.476**	**$ 1,435,700**			**$ 1,500,700**

Geo Decommissioning Reserve

First American Govt.	USBGC	0	5.180		0		1	5.180	0	SYS70034	70034	0
California Asset Mgm	CMP	1,850,347	5.430	09/01/2022	1,850,347		1	5.430	1,850,347	SYS70074	70074	1,850,347
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70027	70027	0
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	61	1.846	329,291	78607QAY1	26977	330,712
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	167	1.161	418,175	384802AE4	27002	426,293
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	273	0.952	486,135	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	303	1.372	729,548	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	303	0.609	483,640	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	334	0.940	966,700	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	465	1.060	482,351	40139LBC6	27224	503,838
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	525	0.700	951,520	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	606	1.200	473,225	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	662	1.199	700,290	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	724	1.250	46,676	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	740	1.629	1,818,196	037833DN7	27361	1,910,481
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	743	1.227	141,006	14913R2Q9	27289	149,772
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	784	1.567	1,301,314	872898AA9	27334	1,380,161
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	799	1.490	719,735	74460DAG4	27309	765,158
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	799	1.475	1,620,109	74460DAG4	27340	1,722,889
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	972	3.862	748,598	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	1,032	4.841	199,312	3130ASH44	27558	199,274
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	1,033	4.738	516,130	544495VX9	27626	509,936
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,103	4.125	1,402,380	931142EX7	27458	1,393,321
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,125	4.682	194,890	072031AP2	27627	192,683
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,137	4.750	153,945	3133EPYM1	27660	150,000
Intel Corp	USBGC	200,000	4.875	02/24/2023	198,252	02/10/2028	1,257	5.075	199,832	458140CE8	27553	198,787
TCI Communications I	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,262	4.747	347,603	872287AL1	27599	343,307
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,262	4.650	364,039	02665WCE9	27604	361,715
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,306	4.634	126,538	58769JAG2	27574	125,655
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,583	5.220	216,134	562784AJ7	27678	206,703
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,007	2.078	522,733	64966QUX6	27219	583,882
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,252	4.870	181,217	13077DMR0	27482	176,721
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,353	1.360	850,080	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,361	1.460	822,195	31422XAU6	27177	972,000

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Northern California Power Agency

Treasurer's Report

08/31/2024

Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,361	1.482	507,528	31422XAU6	27246	599,188
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,483	3.439	1,450,117	3130ANUL2	27439	1,532,722
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,494	4.430	283,460	953107AK5	27512	281,811
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,522	1.704	1,700,820	3130AN7G9	27245	2,004,451
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,525	1.565	425,105	56781RKZ9	27272	504,627
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,525	4.780	267,741	675383TR4	27513	259,793
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,539	2.134	328,336	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,539	2.134	215,230	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,647	5.110	83,257	16772PCS3	27485	80,642
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,682	2.044	2,111,150	3133ENJZ4	27360	2,459,538
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,795	4.181	950,196	31422XXY3	27403	971,239
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,952	4.873	352,723	13063D2Z0	27637	342,353
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,295	4.695	444,392	3130AWV23	27638	428,910
Fund Total and Average		**$ 31,689,347**	2.349		**$ 31,308,031**		**1430**	**2.479**	**$ 29,483,939**			**$ 31,353,909**
GRAND TOTALS:		**$ 33,189,347**	2.266		**$ 32,810,827**		**1384**	**2.387**	**$ 30,919,639.**			**$ 32,854,609**

***Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.**
Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2024

Callable Dates:

Inv #		
26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime
27553	INTC	Anytime starting 1/10/2028
27626	LOSUTL	Anytime
27627	BAYUTL	Anytime
27678	MNBGEN	Anytime

Northern California Power Agency

Treasurer's Report

08/31/2024

CT2 Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	384,612	5.430	07/25/2024	384,612		1	5.430	384,612	SYS70079	70079	384.612
	Fund Total and Average	**$ 384,612**	5.430		**$ 384,612**		**1**	**5.430**	**$ 384,612**			**$ 384,612**
	GRAND TOTALS:	**$ 384,612**	5.430		**$ 384,612**		**1**	**5.430**	**$ 384,612.**			**$ 384,612**

***Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.**

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2024

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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	0	5.180		0		1	5.180	0	SYS70031	70031	0
California Asset Mgm	CMP	5,503,556	5.430	09/01/2022	5,503,556		1	5.430	5,503,556	SYS70073	70073	5,503,556
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70028	70028	0
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	30	0.683	99,652	13034AL57	27135	100,000
Federal Home Loan Ba	USBGC	1,750,000	5.000	01/30/2023	1,750,000	10/28/2024	57	5.004	1,749,283	3130AULQ5	27517	1,750,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	105	1.744	496,680	931142DV2	26950	501,248
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	194	4.296	500,250	3130AUZC1	27571	500,825
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	235	0.839	533,855	06406RAN7	27221	547,632
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	260	0.675	486,160	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	273	4.773	100,233	56052AH90	27605	100,160
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	303	5.007	96,995	592098X69	27676	96,851
Federal Home Loan Ba	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/28/2025	330	5.000	999,350	3130AUPL2	27519	1,000,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	334	1.229	242,253	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	348	1.950	498,155	283734TC5	27131	510,887
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	376	4.904	180,457	3130AWS92	27625	179,942
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	395	0.765	124,895	13034AL65	27132	130,000
Federal Home Loan Ba	USBGC	1,000,000	5.050	01/30/2023	1,000,000	10/28/2025	422	5.053	998,320	3130AUQK3	27521	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.020	01/30/2023	1,000,000	10/28/2025	422	5.023	998,390	3134GYG30	27522	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	10/30/2025	424	5.003	998,070	3134GYFX5	27523	1,000,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	435	4.960	252,528	89236TKK0	27608	251,212
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	450	0.798	948,420	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	465	0.615	478,700	3135G06J7	27136	500,218
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	477	0.825	473,850	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	485	0.576	477,730	3135G06Q1	27148	500,414
Federal Home Loan Mt	USBGC	1,000,000	5.050	01/27/2023	1,000,000	01/27/2026	513	5.050	999,100	3134GYEY4	27538	1,000,000
Federal Home Loan Ba	USBGC	1,000,000	5.100	01/30/2023	1,000,000	01/28/2026	514	5.100	999,060	3130AUNJ9	27518	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	529	0.530	474,260	3130AKWA0	27165	499,928
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	534	5.150	1,000,040	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	541	4.226	522,440	58933YAY1	27526	523,704
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	542	0.500	474,260	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	545	4.200	34,311	17275RBC5	27481	34,396
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	547	3.996	201,070	3133EPCF0	27587	201,411
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	547	4.386	382,168	233851EC4	27588	383,562
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	558	4.720	202,868	641062BK9	27603	201,499
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	597	1.090	478,135	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	621	1.082	474,385	91324PEC2	27231	500,580
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	668	4.385	250,350	040664HH0	27589	250,000
Federal Home Loan Mt	USBGC	1,000,000	5.000	01/30/2023	1,000,000	07/30/2026	697	5.000	998,840	3134GYFL1	27524	1,000,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	715	0.875	469,740	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	722	0.967	471,100	3130ANFT2	27254	500,000

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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	724	1.250	46,676	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	784	1.567	189,282	872898AA9	27332	200,751
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	799	1.475	235,208	74460DAG4	27338	250,129
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	849	1.509	477,090	3130AQER0	27344	500,000
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	1,033	4.610	488,040	341271AE4	27725	485,406
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/06/2027	1,038	4.784	554,796	74368CBP8	27732	548,966
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	1,064	4.376	487,982	796711H36	27722	486,540
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,085	4.136	146,345	023135BC9	27456	146,053
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,088	4.200	397,292	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	1,108	4.268	520,518	14913R2G1	27705	519,709
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	1,108	4.427	456,595	14913R2G1	27724	453,777
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	1,125	4.206	512,070	419792J64	27726	508,916
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,168	4.415	454,900	110122DP0	27723	451,979
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,186	4.214	507,125	023135CP9	27706	504,967
N. Texas Tollway Aut	USBGC	800,000	1.727	06/18/2024	727,928	01/01/2028	1,217	4.511	739,320	66285WB88	27777	732,061
N. Texas Tollway Aut	UBOC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,217	4.235	462,075	66285WB88	27796	461,454
Federal Home Loan Ba	USBGC	437,838	5.555	01/30/2023	438,276	01/27/2028	1,243	5.531	437,693	3130AUJJ4	27516	438,137
TCI Communications I	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,262	4.841	543,130	872287AL1	27716	535,439
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,416	4.950	259,208	6944PL2U2	27744	254,726
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,430	4.380	341,134	080495HR8	27785	336,298
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,430	4.419	272,586	76886PJR5	27784	269,852
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,430	4.346	174,872	7994082H1	27721	172,080
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,461	4.630	463,645	786089JH6	27776	455,333
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,461	4.346	235,600	799017VM7	27720	233,791
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,491	4.540	543,105	244199AW5	27717	536,553
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,491	4.440	491,480	59333P3Q9	27718	487,597
Toyota Motor Credit	USBGC	500,000	4.650	04/26/2024	491,485	01/05/2029	1,587	5.060	505,900	89236TLL7	27765	492,115
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,590	4.590	584,592	89236TFT7	27730	578,227
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,614	4.290	89,120	882669BX1	27783	88,634
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,642	4.602	518,100	13063D3P1	27766	509,922
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,654	5.162	510,480	02665WFE6	27764	494,766
	Fund Total and Average	**$ 39,066,394**	3.628		**$ 38,590,675**		**643**	**3.964**	**$ 38,315,868**			**$ 38,602,203**

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	1,349,000	4.980	07/29/2024	1,319,702	01/02/2025	123	5.161	1,326,944	313385AB2	27787	1,326,047
Federal Home Loan Ba	USBT	1,342,000	4.795	08/28/2024	1,319,299	01/02/2025	123	4.945	1,320,058	313385AB2	27802	1,320,014
	Fund Total and Average	**$ 2,691,000**	4.888		**$ 2,639,001**		**123**	**5.054**	**$ 2,647,002**			**$ 2,646,061**

Hydro 2022B Debt Service

Northern California Power Agency

Treasurer's Report

08/31/2024

Hydro 2022B Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	219,000	4.980	07/29/2024	214,244	01/02/2025	123	5.161	215,419	313385AB2	27788	215,274
Federal Home Loan Ba	USBT	219,000	4.795	08/28/2024	215,295	01/02/2025	123	4.945	215,419	313385AB2	27803	215,412
	Fund Total and Average	**$ 438,000**	4.887		**$ 429,539**		**123**	**5.053**	**$ 430,838**			**$ 430,686**

Hydro Special Reserve

First American Govt.	USBGC	5,000	5.180		5,000		1	5.180	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	432	0.460	1,430,700	3135G06G3	27166	1,495,700
	Fund Total and Average	**$ 1,500,000**	0.516		**$ 1,502,796**		**431**	**0.476**	**$ 1,435,700**			**$ 1,500,700**
	GRAND TOTALS:	**$ 43,695,394**	3.609		**$ 43,162,011**		**598**	**3.920**	**$ 42,829,408.**			**$ 43,179,650**

***Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.**

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2024

Callable Dates:

Inv #		
26950	WMT	Anytime starting 10/15/2024
27004	FAMCA	Semi-annually
27131	ELPASO	Annually
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly
27165	FHLB	Anytime
27221	BK	3/24/2025
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27442	FHLB	Quarterly
27516	FHLB	Quarterly
27517	FHLB	Quarterly
27518	FHLB	Quarterly
27519	FHLB	Quarterly
27521	FHLB	Quarterly
27522	FHLMC	Quarterly
27523	FHLMC	Quarterly
27524	FHLMC	Quarterly
27538	FHLMC	Quarterly
27542	FHLMC	Quarterly
27589	AZSHGR	Anytime
27725	FLSGEN	Anytime
27726	HIS	Anytime
27766	CAS	Anytime
27776	SACWTR	Anytime

NCPA

Northern California Power Agency
Treasurer's Report
08/31/2024

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	134,303	5.430	09/13/2022	134,303		1	5.430	134,303	SYS70077	70077	134,303
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
	Fund Total and Average	**$ 134,303**	5.430		**$ 134,303**		**1**	**5.430**	**$ 134,303**			**$ 134,303**

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	8	0.010		8		1	0.010	8	SYS79004	79004	8
Federal Home Loan Ba	USBT	674,000	5.120	06/27/2024	659,142	11/29/2024	89	5.308	665,568	313384R43	27779	665,469
U.S. Treasury	USBT	731,000	4.924	08/28/2024	721,700	11/29/2024	89	5.057	722,228	912797HP5	27804	722,100
Federal Home Loan Ba	USBT	796,000	5.050	07/29/2024	781,931	12/02/2024	92	5.212	786,026	313384R76	27789	785,727
	Fund Total and Average	**$ 2,201,008**	5.030		**$ 2,162,781**		**90**	**5.190**	**$ 2,173,830**			**$ 2,173,304**

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	947	0.010		947		1	0.010	947	SYS79012	79012	947
Federal Home Loan Ba	USBT	787,000	5.120	06/27/2024	769,651	11/29/2024	89	5.308	777,155	313384R43	27780	777,038
U.S. Treasury	USBT	788,000	4.925	08/28/2024	777,974	11/29/2024	89	5.057	778,544	912797HP5	27805	778,406
Federal Home Loan Ba	USBT	792,000	5.050	07/29/2024	778,001	12/02/2024	92	5.212	782,076	313384R76	27790	781,779
	Fund Total and Average	**$ 2,367,947**	5.030		**$ 2,326,573**		**90**	**5.191**	**$ 2,338,722**			**$ 2,338,170**

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	681,000	5.120	06/27/2024	665,988	11/29/2024	89	5.308	672,481	313384R43	27781	672,380
U.S. Treasury	USBT	676,000	4.924	08/28/2024	667,399	11/29/2024	89	5.057	667,888	912797HP5	27806	667,769
Federal Home Loan Ba	USBT	679,000	5.050	07/29/2024	666,999	12/02/2024	92	5.212	670,492	313384R76	27791	670,237
	Fund Total and Average	**$ 2,036,000**	5.032		**$ 2,000,386**		**90**	**5.193**	**$ 2,010,861**			**$ 2,010,386**

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	3,359	0.010		3,359		1	0.010	3,359	SYS79005	79005	3,359
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	12	4.468	19,996	3130ATVD6	27586	20,003
U.S. Treasury	USBT	38,000	5.100	06/27/2024	37,166	11/29/2024	89	5.286	37,544	912797HP5	27782	37,521
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	547	0.840	4,222,366	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	649	0.799	141,965	3130AN4T4	27270	150,196
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	835	4.080	3,627,689	91282CJP7	27700	3,611,500
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,398	4.285	120,870	3130AWN63	27624	118,830
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,460	4.608	21,475	91282CHX2	27647	20,826
	Fund Total and Average	**$ 8,371,359**	2.444		**$ 8,398,461**		**684**	**2.320**	**$ 8,195,264**			**$ 8,392,235**

Northern California Power Agency

Treasurer's Report

08/31/2024

LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	158	0.010		158		1	0.010	158	SYS79006	79006	158
U.S. Treasury	USBT	2,315,000	5.095	06/13/2024	2,259,629	11/29/2024	89	5.292	2,287,220	912797HP5	27774	2,285,840
	Fund Total and Average	**$ 2,315,158**	5.095		**$ 2,259,787**		**89**	**5.292**	**$ 2,287,378**			**$ 2,285,998**
LEC Issue #2 2010B DSR BABS												
US Bank Trust	USB	261	0.010		261		1	0.010	261	SYS79013	79013	261
U.S. Treasury	USBT	838,000	5.095	06/13/2024	817,957	11/29/2024	89	5.292	827,944	912797HP5	27775	827,445
	Fund Total and Average	**$ 838,261**	5.093		**$ 818,218**		**89**	**5.291**	**$ 828,205**			**$ 827,706**
LEC O & M Reserve												
First American Govt.	USBGC	0	5.180		0		1	5.180	0	SYS70041	70041	0
California Asset Mgm	CMP	4,784,619	5.430	09/09/2022	4,784,619		1	5.430	4,784,619	SYS70075	70075	4,784,619
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Federal Farm Credit	USBGC	2,050,000	5.375	09/15/2023	2,053,075	09/13/2024	12	5.217	2,050,041	3133EPVU6	27640	2,050,103
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	91	1.776	462,703	14912L6G1	26952	466,635
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	303	0.609	338,548	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	303	0.609	144,981	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	331	0.579	964,290	3136G4D75	27047	1,000,182
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	351	0.600	962,290	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	393	0.530	721,965	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	393	0.530	644,955	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	525	0.699	475,760	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	606	1.200	473,225	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	683	1.050	942,340	57629WDE7	27250	1,002,732
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	724	1.250	93,352	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	743	1.227	470,020	14913R2Q9	27290	499,241
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	784	1.567	804,449	872898AA9	27335	853,190
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	799	1.490	484,527	74460DAG4	27310	515,106
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	799	1.475	1,001,043	74460DAG4	27341	1,064,549
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,003	3.654	185,204	088006KB6	27424	188,382
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,269	5.003	269,013	233851DF8	27609	264,425
	Fund Total and Average	**$ 16,723,619**	2.916		**$ 16,738,392**		**336**	**2.883**	**$ 16,273,325**			**$ 16,709,164**

GRAND TOTALS:	$ 34,987,655	3.402	$ 34,838,901	350	3.404	$ 34,241,888.		$ 34,871,266

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.
Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2024

Callable Dates:

Inv #		
27047	FHLMC	Quarterly
27057	FNMA	Quarterly
27083	FFCB	Anytime
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27199	FFCB	Anytime
27222	JPM	Annually
27259	BAC	Semi-annually

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Brenntag Pacific, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli MD	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

RECOMMENDATION:

Approve Resolution 24-98 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the contract expiration date from October 14, 2024 to April 14, 2025, with the not to exceed amount to remain unchanged at $2,500,000, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. effective October 14, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Brenntag desire to amend the existing agreement expiration date from October 14, 2024 to April 14, 2025 to allow for continued chemical purchases until the renewal agreement is executed. NCPA has agreements in place for similar services with Airgas Specialty Products, Hill Brothers Chemical Company, Industrial Solutions, Northstar Chemical, Thatcher Company of CA, Inc. and Univar Solutions (pending).

FISCAL IMPACT:

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed $2,500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-98
- Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc.

SR: 232:24

RESOLUTION 24-98

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF SUPPLIES WITH BRENNTAG PACIFIC, INC.

(reference Staff Report #232:24)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Brenntag Pacific, Inc. entered into a Multi-Task Agreement for Purchase of Supplies effective October 14, 2019, to provide such chemicals; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Brenntag Pacific, Inc. desire to amend the existing agreement expiration date from October 14, 2024 to April 14, 2025 to allow for continued chemical purchases until the renewal agreement is completed; 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 of 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 Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc., with any non-substantial changes as approved by the NCPA General Counsel, extending the contract expiration date from October 14, 2024 to April 14, 2025, with the not to exceed amount to remain unchanged at $2,500,000, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK
AGREEMENT FOR PURCHASE OF SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BRENNTAG PACIFIC, INC.

This Agreement for Purchase of Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Brenntag Pacific, Inc., ("Supplier"), whose principal office is located at 10747 Patterson Place, Santa Fe Springs, CA 90670 (individually, a "Party" and together referred to as the "Parties") as of October 14, 2019 (the "Effective Date").

Section 1. **SCOPE.** In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to use commercially reasonable efforts to deliver the supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, on or before the Agency's requested delivery date. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title and risk of loss shall pass as provided in Section 9.3 of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. **PROJECT SITE.** Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP.

Section 3. **TERM AND TERMINATION OF AGREEMENT.**

3.1 This Agreement shall begin upon the Effective Date and shall end on the later of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A pursuant to a Purchase Order issued within five (5) years of the Effective Date.

3.2 If at any time either Party files a petition seeking to take the benefit of any bankruptcy or insolvency proceeding, or becomes subject to such a proceeding, the other Party shall have the right, by written notice, to immediately terminate this Agreement.

3.3 Either Party may terminate this Agreement upon one hundred and eighty (180) calendar days prior written notice to the other Party.

Section 4. **REQUEST FOR GOODS.** At such time that Agency determines to request Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods are requested to be delivered. Each Purchase Order is subject to Supplier's acceptance, provided, however, that Supplier shall have seven (7) calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier

chooses not to provide the Requested Goods. If Supplier agrees in writing to provide the Requested Goods or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. Any claim for shortage in quantity of the Goods that was reasonably discoverable upon visual inspection shall be deemed to be waived by Agency unless made in writing within thirty (30) days from the date of delivery; provided, however, that this Section 5 shall not be deemed to waive any other claims regarding a defect in the quality or identity of the Goods, which claims shall be governed by Section 8 (Warranty) of this Agreement. No action, regardless of form, arising out of the sale or delivery of Goods hereunder, may be commenced by Agency more than one (1) year after the occurrence and Agency discovery of the event giving rise to such cause of action.

Section 6. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

6.1 Invoices. Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the 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

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

6.3 Financial Responsibility. If, in the reasonable judgment of Supplier, the financial responsibility of Agency shall at any time become impaired, Supplier may suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt, before shipment, of payment in cash or satisfactory security for such payment.

6.4 Timing for Submittal of Final Invoice. Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. 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 the Requested Goods from Agency.

Section 7. 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.

7.1 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) per accident.

7.2 Automobile Liability. Supplier shall maintain automobile liability insurance 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, 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 utilized in the transport of the Goods to the Agency's Project Site.

7.3 Commercial General Liability (CGL). Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury, sudden and accidental release 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 endorsement shall be attached limiting the coverage required hereunder.

7.4 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.

7.5 All Policies Requirements.

7.5.1 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 automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary to the extent of Supplier's indemnification obligations in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

7.5.2 Notice of Reduction in or Cancellation of Coverage. With regard to any insurance policies required under this Agreement, Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation

where such policies will not be replaced with like coverage or materially adverse reduction in scope or amount of the insurance required under this Agreement.

7.5.3 **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.

7.5.4 **Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention, if any, to the Agency; the amount shall be not more than $100,000.

Section 8. **WARRANTY.** Upon delivery, 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 not subject to any liens or encumbrances; and meet the specifications of Agency, and, if none, then the manufacturer's specifications. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other applicable codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all within industry standards expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WARRANTY WITH RESPECT TO THE RESULTS OBTAINED OR OBTAINABLE FROM THE USE OF ANY GOODS SUPPLIED BY SUPPLIER HEREUNDER. Moreover, if, during the period (i) twelve (12) months from delivery or (ii) the shelf life of the Goods, if stated in writing to be less than twelve (12) months, the Goods provided by Supplier under this Agreement fail to comply with this Section 8, Supplier shall, upon any reasonable written notice from Agency, and provided that (a) Agency's account with Supplier is current and in good standing, as provided under Section 6.2 of this Agreement (ii) Agency has properly stored the Goods in accordance with Supplier's or manufacturer's written instructions, (iii) provided Supplier a sample for testing and (iv) subject to Section 5, replace or repair the same to Agency's reasonable satisfaction.

Section 9. **INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

9.1 **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.

9.2 **Scope.** Subject to the limitations of liability set forth elsewhere herein, 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 reasonable costs and fees of litigation), judgments and causes of action of every nature to the extent directly and proximately caused by: (i) any negligent acts or omissions or willful misconduct by Supplier, its officers, officials, agents, and employees, (ii) Supplier's violation of law, or (iii) Supplier's breach of this Agreement.

9.3 **Transfer of Title and Risk of Loss.** 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 Agency. In the event a spill, leak, discharge or release directly and proximately caused by Supplier or results from Supplier's transfer to but excluding the integrity of Agency's storage tanks requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier or Agency 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, Supplier agrees to remediate, remove or cleanup Agency's Site to the extent the leak, spill or release was directly and proximately caused by Supplier or resulted from the Supplier's transfer operation to Agency storage tanks to the standard required by and may include receiving a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 11. FORCE MAJEURE. Neither Party shall be liable in damages or otherwise, for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond that Party's reasonable control. Notwithstanding anything contained or implied in this Agreement, neither Party shall be required to perform at an economic loss to overcome a force majeure or settle a labor dispute against its will in the performance of its obligations hereunder. If any force majeure event continues for more than thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party.

Section 12. MISCELLANEOUS PROVISIONS.

12.1 **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. No provision of any Purchase Order or other document issued by either Party will alter or add to the terms of this Agreement (other than general commercial terms that vary from Purchase Order to Purchase Order such as

quantity, price, desired delivery date and delivery location), and any such provision or modification will be void and of no effect. No modification of this Agreement shall be effected by the Parties' course of dealing, usage, or trade custom.

12.2 **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.

12.3 **Compliance with Applicable Law.** Both Parties shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.

12.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.

12.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.

12.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld, conditioned or delayed. Agency may not assign this Agreement without Supplier's prior credit approval, which approval shall not be unreasonably withheld, conditioned or delayed.

12.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California, without reference to its conflict of laws rules, and venue shall lie in the state or federal courts or both located in Placer County or in the county to which the Goods are delivered.

12.8 **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.

12.9 **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.

12.10 **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. No waiver shall be effective unless it is in writing and signed by the Party against whom the waiver is sought to be enforced.

12.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties.

12.12 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.*

12.13 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his designee or successor, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

12.14 Notices. Any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (i) certified or registered mail, return receipt requested, (ii) nationally recognized overnight delivery service, or (iii) personal delivery. For any notice relating to a breach or termination hereof to be effective against Supplier, a copy of such notice shall be sent to Brenntag North America, Inc., 5083 Pottsville Pike, Reading, PA 19605, Attention: General Counsel. Notice shall be effective on the date on which it is actually received or refused by the addressee. Notices shall be sent to the addresses specified below, which the Parties agree to promptly update as necessary.

Any written notice to Supplier shall be sent to:

Brenntag Pacific, Inc.
10747 Patterson Place
Santa Fe Springs, CA 90670

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

12.15 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:

12.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

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

12.15.3 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 after thirty (30) days of legal counsel's involvement, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

12.15.4 The mediation process shall provide for the selection by both Parties within fifteen (15) days of the failure of resolution by legal counsel of a disinterested third person as mediator, shall be commenced within thirty (30) days of selection of a mediator and shall be concluded within fifteen (15) days from the commencement of the mediation. The mediator shall be knowledgeable in either the chemical or distribution industry and knowledgeable regarding public agencies. Mediation shall take place in Placer County, California or such other location as the Parties mutually agree.

12.15.5 Each Party shall bear its own costs relating to the mediation irrespective of its outcome, provided, however that the Parties shall equally bear all other costs of mediation, including the costs of any third party mediator.

12.15.6 The mediator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by this Agreement, or injunctive or any other equitable relief. Nothing in this Agreement shall preclude either Party from seeking injunctive or equitable relief in accordance with applicable law or seeking redress from the courts for any dispute involving a third party.

12.15.7 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.*

12.16 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 a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

12.17 Certification as to California Energy Commission. If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

12.18 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 C.

12.19 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.

12.20 Amendments. The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date: 10/14/19

RANDY S. HOWARD,
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

BRENNTAG PACIFIC, INC.

Date: 8/30/2019

TIM DEAL,
Vice President

EXHIBIT A

PURCHASE LIST

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

Anhydrous Ammonia (R Grade)	No Quote
Aqueous Ammonia 19%	$ 0.49 / Lb
Hydrated Lime 90%	$ 420.00 / Ton
MagOx 93	$ 672.00 / Ton
Magnesium Sulfate 30%	No Quote
Sodium Bisulfite 40%	$ 0.37 / Lb
Sodium Hydroxide 15% (Caustic Soda)	No Quote
Sodium Hypochlorite 12.5% (Bleach)	$ 0.136 / Lb
Sulfuric Acid 93%	No Quote

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 6 (Compensation) of this Agreement.

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

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, Tim Deal V.P. Southern Region

(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

BRENNTAG PACIFIC, INC.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

Tim Deal

(Signature of officer or agent)

Dated this 30th day of Aug., 2019.

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 C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Tim Deal V.P. Southern Region,

(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,

BRENNTAG PACIFIC, INC.

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

Tim Deal

(Signature of officer or agent)

Dated this 30th day of Aug., 2019

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.

FIRST AMENDMENT TO MULTI-TASK AGREEMENT FOR PURCHASE OF SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BRENNTAG PACIFIC, INC.

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Supplies is entered into by and between the Northern California Power Agency ("Agency") and Brenntag Pacific, Inc. ("Supplier") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Supplies dated effective October 14, 2019, (the "Agreement") for Supplier to provide chemicals at any of the NCPA Facilities; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of October 14, 2024 to a new expiration date of April 14, 2025; and

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

WHEREAS, in accordance with Section 12.20 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 3—Term and Termination of Agreement** of the Agreement is amended and restated to read in full as follows:

   This Agreement shall begin on the Effective Date and shall end no later than April 14, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

   ///

   ///

2. 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 BRENNTAG PACIFIC, INC.

_____ _____

RANDY S. HOWARD, General Manager **TOM CRAIN, President**

Attest:

_____

Assistant Secretary of the Commission

Approved as to Form:

_____

Jane E. Luckhardt, General Counsel

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Hill Brothers Chemical Company – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli MD	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify _____

_____

RECOMMENDATION:

Approve Resolution 24-99 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the contract expiration date from October 25, 2024 to April 25, 2025, with the not to exceed amount to remain unchanged at $2,500,000, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company effective October 25, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Hill Brothers desire to amend the existing agreement expiration from October 25, 2024 to April 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed. NCPA has agreements in place for similar services with Airgas Specialty Products, Brenntag Pacific, Inc., Industrial Solutions, Northstar Chemical, Thatcher Company of CA, Inc. and Univar Solutions (pending).

FISCAL IMPACT:

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed $2,500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-99
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company

SR: 233:24

RESOLUTION 24-99

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH HILL BROTHERS CHEMICAL COMPANY

(reference Staff Report #233:24)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Hill Brothers Chemical Company entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies effective October 25, 2019, to provide such chemicals; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Hill Brothers Chemical Company desire to amend the existing agreement expiration from October 25, 2024 to April 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed; 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 of 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 Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company, with any non-substantial changes as approved by the NCPA General Counsel, extending the contract expiration date from October 25, 2024 to April 25, 2025, with the not to exceed amount to remain unchanged at $2,500,000, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HILL BROTHERS CHEMICAL COMPANY

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Hill Brothers Chemical Company, ("Supplier"), whose principal office is located at 3000 E. Birch Street, Suite 108, Brea, CA 92821 (together sometimes referred to as the "Parties") as of October 25, 2019 (the "Effective Date").

Section 1. **SCOPE.** In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated 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. **PROJECT SITE.** Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site," as that term is used herein, shall mean the site for delivery, DDP.

Section 3. **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 4. **REQUEST FOR GOODS.** At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. **COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

5.1 **Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the 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

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

5.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. 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 the Requested Goods from Agency.

Section 6. 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.

6.1 **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) per accident.

6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance 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, 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.

6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product 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 endorsement shall be attached limiting the coverage.

6.4 **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.

6.5 **All Policies Requirements.**

6.5.1 **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 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.

6.5.2 **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.

6.5.3 **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.

6.5.4 **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.

6.5.5 **Additional Certificates and Endorsements.** Not Applicable.

6.6 **Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor 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) 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.)*.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

Section 7. **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 or repair the same to Agency's satisfaction.

Section 8. **INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

8.1 **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.

8.2 **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. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

8.3 **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 9. MISCELLANEOUS PROVISIONS.

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.

9.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.

9.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

9.7 **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.

9.8 **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.

9.9 **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.

9.10 **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.

9.11 **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.

9.12 **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.*

9.13 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, 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.

9.14 **Notices.** Any written notice to Supplier shall be sent to:

Hill Brothers Chemical Company
Attention: Frank Alari
3000 E. Birch Street, Suite 108
Brea, CA 92821

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

9.15 **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:

9.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

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

9.15.3 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.

9.15.4 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.

9.15.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

9.15.6 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.*

9.16 **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 a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

9.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

9.18 **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 C.

9.19 **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.

9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date: 10/25/19

RANDY S. HOWARD,
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

HILL BROTHERS CHEMICAL COMPANY

Date: 10/7/19

FRANK ALARI,
Regional Sales Manager

EXHIBIT A

PURCHASE LIST

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

Product	Pricing
Anhydrous Ammonia (R Grade)	$540/ton + $525.60 delivery charge
Aqueous Ammonia 19%	$0.38/Lb delivered
Hydrated Lime 90%	
MagOx 93 HR 325	$708/ton FOB Gabs, NV PPA $41.86/ton + 30% fuel surcharge
Magnesium Sulfate 30%	
Sodium Bisulfite 40%	
Sodium Hydroxide 15% (Caustic Soda)	
Sodium Hypochlorite 12.5% (Bleach)	
Sulfuric Acid 93%	

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, Frank Alari, Regional Sales Manager,

(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

HILL BROTHERS CHEMICAL COMPANY

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this 7 day of OCTOBER, 2019.

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 C

CERTIFICATION

Affidavit of Compliance for Hazardous **Materials** Transport Vendors

I, Frank Alari, Regional Sales Manager,

(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,

HILL BROTHERS CHEMICAL COMPANY

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this 7 day of OCTOBER, 2019.

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.

FIRST AMENDMENT TO MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND HILL BROTHERS CHEMICAL COMPANY

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Hill Brothers Chemical Company ("Supplier") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies dated effective October 25, 2019, (the "Agreement") for Supplier to provide chemicals at any of the NCPA Facilities; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of October 25, 2024 to a new date of April 25, 2025; and

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

WHEREAS, in accordance with Section 9.20 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 3—Term of Agreement** of the Agreement is amended and restated to read in full as follows:

   This Agreement shall begin upon Effective Date and shall end no later than April 25, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

///

///

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

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

_____

RANDY S. HOWARD, General Manager

Date:_____

HILL BROTHERS CHEMICAL COMPANY

_____

PATRICIA SANTANA, Corporate Secretary

Attest:

_____

Assistant Secretary of the Commission

Approved as to Form:

_____

Jane E. Luckhardt, General Counsel

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Thatcher Company of California, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli Assistant General Manager	**METHOD OF SELECTION:** *N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

RECOMMENDATION:

Approve Resolution 24-100 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from November 25, 2024 to May 25, 2025, with the not to exceed amount to remain unchanged at $2,500,000, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. effective November 25, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Thatcher Company of California, Inc. desire to amend the existing agreement expiration from November 25, 2024 to May 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed. NCPA has agreements in place for similar services with Airgas Specialty Products, Brenntag Pacific, Inc., Hill Brothers Chemical Company, Industrial Solutions, Northstar Chemical and Univar Solutions (pending).

FISCAL IMPACT:

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed $2,500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-100
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc.

SR: 234:24

RESOLUTION 24-100

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH THATCHER COMPANY OF CALIFORNIA, INC.

(reference Staff Report #234:24)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Thatcher Company of California, Inc. entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies effective November 25, 2019, to provide such chemicals; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Thatcher Company of California, Inc. desire to amend the existing agreement expiration from November 25, 2024 to May 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed; 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 of 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 Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc., with any non-substantial changes as approved by the NCPA General Counsel, extending the expiration date from November 25, 2024 to May 25, 2025, with the not to exceed amount to remain unchanged at $2,500,000, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
THATCHER COMPANY OF CALIFORNIA, INC.

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Thatcher Company of California, Inc. ("Supplier"), whose principal office is located at 8625 Unsworth Avenue, Sacramento, CA 95828 (together sometimes referred to as the "Parties") as of November 25, 2019 (the "Effective Date").

Section 1. **SCOPE.** In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated 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. **PROJECT SITE.** Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP.

Section 3. **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 4. **REQUEST FOR GOODS.** At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. **COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

5.1 **Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the 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

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

5.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. 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 the Requested Goods from Agency.

Section 6. **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.

6.1 **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) per accident.

6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance 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, 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.

6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product 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 endorsement shall be attached limiting the coverage.

6.4 **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.

6.5 **All Policies Requirements.**

6.5.1 **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 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.

6.5.2 **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.

6.5.3 **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.

6.5.4 **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.

6.6 **Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor 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) 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.)*.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

Section 7. SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW.

Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES : THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED , WHETHER WITH RESPECT TO ITS RECOMMENDATIONS , INSTRUCT IONS, GOODS , APPARATUS , PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY , SUITABILITY , FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

(a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS , AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL , CONSEQUENT IAL, SPECIAL , EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY .

(b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES , INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.

ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt 0f the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

8.1 **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.

8.2 **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. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

8.3 **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 9. MISCELLANEOUS PROVISIONS.

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.

9.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.

9.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

9.7 **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.

9.8 **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.

9.9 **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.

9.10 **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.

9.11 **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.

9.12 **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.*

9.13 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, 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.

9.14 **Notices.** Any written notice to Supplier shall be sent to:

Thatcher Company of California, Inc.
Attention: Craig N. Thatcher, President
P.O. Box 27407
Salt Lake City, Utah 84127-0407

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

9.15 **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:

9.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

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

9.15.3 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.

9.15.4 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.

9.15.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

9.15.6 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.*

9.16 **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 a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

9.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

9.18 **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 C.

9.19 **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.

9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

9.21 **Force Majeure.**

a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.

b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

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

NORTHERN CALIFORNIA POWER AGENCY INC.

Date: 11/25/19

RANDY S. HOWARD,
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

THATCHER COMPANY OF CALIFORNIA,

Date: October 10, 2019

CRAIG THATCHER, President

EXHIBIT A

PURCHASE LIST

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

Anhydrous Ammonia (R Grade)	No Quote
Aqueous Ammonia 19%	No Quote
Hydrated Lime 90%	No Quote
MagOx 93 HR 325	No Quote
Magnesium Sulfate 30%	No Quote
Sodium Bisulfite 40%	$ 0.425 / lb
Sodium Hydroxide 15% (Caustic Soda)	$ 0.72 / lb
Sodium Hypochlorite 12.5% (Bleach)	$ 0.878 / GL
Sulfuric Acid 93%	$ 0.09 / lb

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

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

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, Craig Thatcher, President

(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

THATCHER COMPANY OF CALIFORNIA, INC.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this 10th day of October, 20 19.

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 C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Craig Thatcher, President,

(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,

THATCHER COMPANY OF CALIFORNIA, INC.

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this 10th day of October, 2019.

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.

FIRST AMENDMENT TO MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND THATCHER COMPANY OF CALIFORNIA, INC.

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Thatcher Company of California, Inc. ("Supplier") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies dated effective November 25, 2019, (the "Agreement") for Supplier to provide chemicals at any of the NCPA Facilities; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of November 25, 2024 to a new date of May 25, 2025; and

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

WHEREAS, in accordance with Section 9.20 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 3—Term of Agreement** of the Agreement is amended and restated to read in full as follows:

   This Agreement shall begin upon Effective Date and shall end no later than May 25, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

///

///

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

Date:_____

NORTHERN CALIFORNIA POWER AGENCY INC.

_____

RANDY S. HOWARD, General Manager

Date:_____

THATCHER COMPANY OF CALIFORNIA,

_____

MICHAEL MITCHELL, President

Attest:

_____

Assistant Secretary of the Commission

Approved as to Form:

_____

Jane E. Luckhardt, General Counsel

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Matheson Tri-Gas, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for CEMS Gases Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

RECOMMENDATION:

Approve Resolution 24-101 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. for CEMS gases purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from October 24, 2024 to April 24, 2025 and amending the self-insured retention amount from not more than $500,000 to not more than $2,000,000, with the not to exceed amount to remain unchanged at $1,000,000, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

CEMS gases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. effective October 24, 2019, for use at all NCPA facilities. NCPA relies on CEMS gases from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in March 2024 and negotiations are still on-going. NCPA and Matheson Tri-Gas, Inc. desire to amend the existing agreement expiration from October 24, 2024 to April 24, 2025 to allow for continued CEMS gases purchases until the renewal agreement is completed. Additionally, Matheson Tri-Gas, Inc. desires to amend the self-insured retention amount from not more than $500,000 to not more than $2,000,000. NCPA has agreements in place for similar services with Airgas USA, LLC (GEO only) and North Bay Gas.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will remain unchanged at not to exceed $1,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-101
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc.

SR: 235:24

RESOLUTION 24-101

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH MATHESON TRI-GAS, INC.

(reference Staff Report #235:24)

WHEREAS, CEMS gases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Matheson Tri-Gas, Inc. entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies effective October 24, 2019, to provide such CEMS gases; and

WHEREAS, the Agency relies on CEMS gases from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Matheson Tri-Gas, Inc. desire to amend the existing agreement expiration from October 24, 2024 to April 24, 2025 to allow for continued CEMS gases purchases until the renewal agreement is completed; and

WHEREAS, Matheson Tri-Gas, Inc. desires to amend the self-insured retention amount from not more than $500,000 to not more than $2,000,000; 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 of 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 Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc., with any non-substantial changes as approved by the NCPA General Counsel, extending the expiration date from October 24, 2024 to April 24, 2025 and amending the self-insured retention from not more than $500,000 to not more than $2,000,000, with the not to exceed amount to remain unchanged at $1,000,000, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MATHESON TRI-GAS, INC.

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Matheson Tri-Gas, Inc., ("Supplier"), whose principal office is located at 3080 North State Street, Ukiah, CA 95482 (together sometimes referred to as the "Parties") as of October 24, 2019 (the "Effective Date").

Section 1. **SCOPE.** In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated 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. **PROJECT SITE.** Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement.

Section 3. **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 4. **REQUEST FOR GOODS.** At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. **COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION dollars ($1,000,000) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

5.1 **Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the 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

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

5.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. 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 the Requested Goods from Agency.

Section 6. 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.

6.1 **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) per accident.

6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance 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, 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.

6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product 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 endorsement shall be attached limiting the coverage.

6.4 **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.

6.5 **All Policies Requirements.**

6.5.1 **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 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.

6.5.2 **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.

6.5.3 **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.

6.5.4 **Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than $500,000.

6.5.5 **Additional Certificates and Endorsements.** Not Applicable

6.6 **Pollution Insurance** If Contractor's Work involves its transporting hazardous materials, then Contractor 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) 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.)*.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

Section 7. **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 or repair the same to Agency's satisfaction.

Section 8. **INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

8.1 **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.

8.2 **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. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

8.3 **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 9. MISCELLANEOUS PROVISIONS.

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.

9.5 **Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.

9.6 **Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

9.7 **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.

9.8 **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.

9.9 **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.

9.10 **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.

9.11 **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.

9.12 **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.*

9.13 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, 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.

9.14 **Notices.** Any written notice to Supplier shall be sent to:

Elijah Smolen
Regional General Manager
Matheson Tri-Gas, Inc.
3080 North State Street
Ukiah, CA 95482

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

9.15 **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:

9.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

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

9.15.3 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.

9.15.4 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.

9.15.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

9.15.6 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.*

9.16 **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 a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

9.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

9.18 **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 C.

9.19 **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.

9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date: 11/20/19

RANDY S. HOWARD, General Manager

MATHESON TRI-GAS, INC.

Date: 10/24/19

ELIJAH SMOLEN, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facility locations owned and/or operated by Agency.

Lodi Energy Center (LEC) EPA Protocols	Product Description	Cylinder Size	Purity	Cylinder Price $	Quantity needed on Hand at Site	Frequency Month / Quarter / Yearly	Notes	Rental Cylinder Specialty Codes
Certified Mixes	8.5ppm NH3/bal Air	150A(141 cf)	Cert	$ 400.00		1 Every 2-3 years	HX G2690175	
	2.5ppm NO/bal N2	150A(141 cf)	EPA	$ 198.00		1 Every 2-3 years	HX G2678039	HEI
	5.5ppm NO/bal N2	150A(141 cf)	EPA	$ 198.00	2	1 Every 2 months	HX G2671789	HEI
	90ppm NO/bal N2	150A(141 cf)	EPA	$ 198.00	2	1 Every 2-3 years	HX G2673459	HEI
	2.5ppm NO/2.5ppm CO/bal N2	150A(141 cf)	EPA	$ 302.00		1 Every 2-3 years	HX G2676615	HEI
	5.5ppm NO/5.5ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00		1 Every 2-3 years	HX G2680595	HEI
	25ppm NO/800ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00		1 Every 2-3 years	HX G2696151	
	55ppm NO/1700ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00		1 Every 2-3 years	HX G2696152	
	9ppm NO/9ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00	2	1 Every 2 months	HX G2680537	HEI
	90ppm NO/2500ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00	2	1 Every 2-3 years	HX G2696153	
	18% O2/bal N2	150A(141 cf)	EPA	$ 176.00	2	1 Every 2 months	HX G2673287	HEI
	5.5% O2/bal N2	150A(141 cf)	EPA	$ 176.00		1 Every 2-3 years	HX G2672426	HEI
	11% O2/bal N2	150A(141 cf)	EPA	$ 176.00		1 Every 2-3 years	HX G2673286	HEI
	25ppm NO/bal N2	150A(141 cf)		$ 198.00		1 Every 2-3 years	HX G2672865	HEI
	54ppm NO/bal N2	150A(141 cf)		$ 198.00		1 Every 2-3 years	HX G2675481	HEI
	Chromatograph Cal Gas	150A(141 cf)		$ 684.00		1 Every 2-3 years	HX G2173101	
	Helium, Ultra High Purity 5.0	300 cf		$ 300.00	2	1 Every 2 months	HE UHP1L	SGL
	Nitrogen CEMS (99.9999%) Grade	255 cf	CEMS	$ 405.00	2	1 Every 2 months	HX G2173101	SGL

STIG (CT2) EPA Protocols	Product Description	Cylinder Size	Purity	Cylinder Price $	Quantity needed on Hand at Site	Frequency Month / Quarter / Yearly	Notes	Rental Cylinder Specialty Codes
Certified Mixes	22.5% O2/bal N2	150A(141 cf)	EPA	$ 176.00	2	1 Every 2 months	HX G2676491	HEI
	13.75% O2/bal N2	150A(141 cf)	EPA	$ 176.00		1 Every 2-3 years	HX G2672880	HEI
	6.25% O2/bal N2	150A(141 cf)	EPA	$ 176.00		1 Every 2-3 years	HX G2672829	HEI
	9ppm NO/bal N2	150A(141 cf)	EPA	$ 198.00	2	1 Every 2 months	HX G2673071	HEI
	5.5ppm NO/bal N2	150A(141 cf)	EPA	$ 198.00		1 Every 2-3 years	HX G2671789	HEI
	2.5ppm NO/bal N2	150A(141 cf)	EPA	$ 220.00		1 Every 2-3 years	HX G2678039	HEI
	90ppm NO/45ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00	2	1 Every 2 months	HX G2696145	HEI
	55ppm NO/27.5ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00		1 Every 2-3 years	HX G2696146	HEI
	25ppm NO/12.5ppm CO/bal N2	150A(141 cf)	EPA	$ 220.00		1 Every 2-3 years	HX G2696147	HEI

Shared Gases Industrial	Product Description	Cylinder Size	Purity	Cylinder Price $	Quantity needed on Hand at Site	Frequency Month / Quarter / Yearly	Notes	Rental Cylinder Specialty Codes
	Argon - Industrial	60	Ind	$ 40.00			AR 60	HPS
	Propylene	30	Ind	$ 62.48			FG 30	PR
	Liquid N2	180 Liters	Ind	$ 125.00	2	1 Every 2 months	NI 180	LC
	Nitrogen	250	Ind	$ 30.00	2	1 Every 2 months	NI 250	HPL
	Oxygen - Industrial	250	Ind	$ 25.00	2	1 Every 2 months	OX 250	HPL
	Acetylene	Size 4	Ind	$ 75.00			AC SM	ACL
	Argon - Industrial	300	Ind	$ 80.00			AR 300	HPL
	Sulfur Hexafluoride	200	CP	$ 2,371.00		1 Every 2-3 years	HG G1186101	HEI

All EPA protocol and certified gas mixes will be supplied in aluminum 150A size cylinders unless otherwise specified.

Monthly Cylinder Rentals: $5.50 Per Month (Per Cylinder), $1.50 Per Day for Liquid Nitrogen (per Cylinder) If Applicable
Delivery Charges: $25.00 Per Delivery, If Applicable
Hazmat Fee: $7.50 Per Delivery, If Applicable
Miscellaneous Material Purchases: Discounts generally range from 10-30%, can vary depending on product.

Additional products not listed above will be quoted at the time of request.

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, Elijah Smolen

(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 Matheson Tri Gas

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this 14 day of November, 2019.

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 C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Elijah Smolen,

(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.

Matheson Tri-Gas

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

E Smolen

(Signature of officer or agent)

Dated this 14 day of November, 20 19

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.

FIRST AMENDMENT TO MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND MATHESON TRI-GAS, INC.

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Matheson Tri-Gas, Inc. ("Supplier") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies dated effective October 24, 2019, (the "Agreement") for Supplier to provide CEMS gases, supplies and associated materials at any of the NCPA Facilities; and

WHEREAS, the Agency relies on the products purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current agreement; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of October 24, 2024 to a new date of April 24, 2025; and

WHEREAS, the Supplier now desires to amend the self-insured retention amount from not more than $500,000 to not more than $2,000,000; and

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

WHEREAS, in accordance with Section 9.20 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 3 - Term of Agreement** of the Agreement is amended and restated to read in full as follows:

   This Agreement shall begin upon Effective Date and shall end no later than April 24, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

2. **Section 6.5.4 – Self-Insured Retention** of the Agreement is amended and restated to read in full as follows:

   Supplier shall declare the amount of self-insured retention to the Agency; the amount shall be not more than $2,000,000.

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

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

_____

RANDY S. HOWARD, General Manager

Date:_____

MATHESON TRI-GAS, INC.

_____

CHRISTOPHER T. GEISER, Zone Vice President

Attest:

_____

Assistant Secretary of the Commission

Approved as to Form:

_____

Jane E. Luckhardt, General Counsel

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Southern Counties Lubricants, LLC – Five Year Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli MD	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Geothermal	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

RECOMMENDATION:

Approve Resolution 24-102 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC for oil analysis and related supplies, on-site and off-site oil filtration services, and purchase of miscellaneous lubricants, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Oil analysis and related supplies, on-site and off-site oil filtration services, and purchase of miscellaneous lubricants are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA currently has an agreement in place with Southern Counties Lubricants, LLC, which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Westgate Petroleum Company, Inc, Nick Barbieri Trucking, LLC dba Redwood Coast Fuels, and Valley Pacific Petroleum Service, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed $1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-102
- Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC

SR: 236:24

RESOLUTION 24-102

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT AND PURCHASE OF EQUIPMENT, MATERIALS & SUPPLIES WITH SOUTHERN COUNTIES LUBRICANTS, LLC

(reference Staff Report #236:24)

WHEREAS, oil analysis and related supplies, on-site and off-site oil filtration services, and purchase of miscellaneous lubricants, are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Southern Counties Lubricants, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC to provide such services as needed at any facilities owned and/or operated by NCPA; 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 of 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 said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $1,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK GENERAL SERVICES AGREEMENT AND PUCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SOUTHERN COUNTIES LUBRICANTS, LLC

This agreement for general services and purchase of equipment, materials, and supplies ("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 Southern Counties Lubricants, LLC, a limited liability company with its office located at Payment Address: P.O. Box 5765, Orange, CA 92863; Physical Address: 992 Hensley Street, Richmond, CA 94801 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

Section 1. **SCOPE OF WORK**. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

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

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

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency consistent with the terms of this Agreement.

1.5 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be

completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION FIVE-HUNDRED THOUSAND dollars ($1,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

For Goods: Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

Invoices shall be sent to:

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

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

2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

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

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

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

4.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars ($1,000,000.00) per accident.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of $2,000,000 per occurrence/$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than $100,000. No endorsement shall be attached limiting the coverage.

4.2.2 **Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of $2,000,000 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.** Intentionally left blank.

4.4 **Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor 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.)*.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

4.5 **All Policies Requirements.**

4.5.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any

reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5.3 **Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5.4 **Additional Certificates and Endorsements.** Not Applicable.

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

4.6 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

5.3 **Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials 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, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor 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 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to

Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

6.6 **Maintenance Labor Agreement.** Not Applicable

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: http://www.dir.ca.gov/DLSR/PWD/ and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency $200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential

Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

9.4.4 **Handling of Confidential Information**. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced

in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

10.3 **Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

11.1 **Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 **Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. **HEALTH AND SAFETY PROGRAMS.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 **Contract Administrator.** This Agreement shall be administered by Generation Services, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 **Notices.** Any written notice to Contractor shall be sent to:

Southern Counties Lubricants, LLC
992 Hensley Street
Richmond, CA 94801

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

13.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or

agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY	SOUTHERN COUNTIES LUBRICANTS, LLC
Date_____	Date_____
RANDY S. HOWARD, General Manager	**BRETT LEGGITT, Division Manager**

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Southern Counties Lubricants, LLC ("Contractor") shall provide, but not limited to oil analysis and related supplies, on-site and off-site oil filtration services , and purchase of miscellaneous lubricants as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency:

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

- Lubricant Purchases
- Hydraulic Fluids
- Turbine Oils
- Solvents / Thinners
- Vacuum Dehydration Services
- Vanish Removal
- On & Off-Site Training Services for Operators, Oil Handling Equipment, etc.

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

SCL Daily Labor Rates Covers - Wage, Overtime

Project Manager - $1,800 per day/ per 12 Hr. day

Technician Time- $1,500 per day/ per 12 Hr. day

NOTE: Personnel required for 24 hours projects require a minimum 1 Project Manager and 2 Technicians to be onsite, some projects may require more depending on scope of work.)

Mobilization Fee: $1,650 – Standard Rate

Demobilization Fee: $1,650 - Standard Rate

Upon 30 days' advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

_____

(Name of person signing affidavit)(Title)

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

_____

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

_____

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

_____

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

_____

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

NOT APPLICABLE

EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

_____
(Authorized Officer & Title)

_____

_____
(Address)

_____

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: MP Environmental Services, Inc. – First Amendment to Five-Year Multi-Task General Services Agreement for General Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli MD Assistant General Manager	**METHOD OF SELECTION:** *N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Geothermal	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify _____

_____

RECOMMENDATION:

Approve Resolution 24-103 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with MP Environmental Services, Inc. for general maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from $3,000,000 to $4,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

General maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five-year Multi-Task General Services Agreement with MP Environmental Services, Inc., effective November 19, 2020, for an amount not to exceed $3,000,000, for use at any facilities owned and/or operated by NCPA.

This agreement has been primarily used by NCPA's Geothermal Facility for sulfur hauling and bin rental services, and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from $3,000,000 to $4,000,000, to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA. NCPA has agreements in place for similar services with Gifford's Backhoe Services, Ancon Marine dba Ancon, Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from $3,000,000 to $4,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. 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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On September 4, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 9, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-103
- Multi-Task General Services Agreement with MP Environmental Services, Inc.
- First Amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc.

SR: 237:24

RESOLUTION 24-103

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH MP ENVIRONMENTAL SERVICES, INC.

(reference Staff Report #237:24)

WHEREAS, general maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services, are required from time to time for operation and maintenance of facilities owned and/or operated by NCPA; and

WHEREAS, NCPA and MP Environmental Services, Inc. entered into a Multi-Task General Services Agreement, effective November 19, 2020, to provide these services at any facilities owned and/or operated by NCPA; and

WHEREAS, this agreement has been primarily used by NCPA's Geothermal Facility for sulfur hauling and bin rental services, and is now running low on funds; and

WHERAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from $3,000,000 to $4,000,000 to ensure sufficient funds are available for the reminder of the contract term; 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 of 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 Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from $3,000,000 to $4,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

_____
JERRY SERVENTI
CHAIR

ATTEST:

_____
CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL SERVICES, INC

This Multi-Task General Services Agreement ("Agreement') is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and MP Environmental Services, Inc., a California corporation with its office located at 3400 Manor Street, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of November 19, 2020 ("Effective Date") in Roseville, California.

Section 1. **SCOPE OF WORK**. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

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

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

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency.

1.5 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** THREE MILLION dollars ($3,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

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

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

2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for

any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars ($1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of $2,000,000 per occurrence/$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than $100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of $2,000,000 per each accident, with a self-insured retention or deductible of no more than $100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor 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.)*.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

4.5.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5.4 Additional Certificates and Endorsements. Not Applicable

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

4.6 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

5.3 **Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials 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, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor 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 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor

may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: http://www.dir.ca.gov/DLSR/PWD/ and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency $200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement

for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 **Confidential Information and Disclosure.**

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

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

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

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

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

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

9.4.4 **Handling of Confidential Information**. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or

other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

10.3 **Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

11.1 **Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

11.3 **Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 **Notices.** Any written notice to Contractor shall be sent to:

Gina Blankenship
Facility Manager
MP Environmental Services, Inc.
3400 Manor Street
Bakersfield, CA 93308

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

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

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

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

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

13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

SIGNATURES ON FLOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

Date 11/19/20

RANDY S. HOWARD, General Manager

MP ENVIRONMENTAL SERVICES, INC.

Date OCT 13, 2020

GINA BLANKENSHIP, Facility Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

MP Environmental Service, Inc. ("Contractor") shall provide miscellaneous maintenance services which include labor, tools and vehicles to perform services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency.

Services include but not limited to the following:

- Removal and replacement of sulfur bins
- Phase separators
- Vacuum truck services
- Provide, remove and disposal of debris/garbage bins (roll-top)
- Removal and disposal of hazardous material
- As requested, and on an occasional basis, provide labor for outages such as cleaning cooling tower basins and mercury tank rollover of media

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

RATE SCHEDULE
for
Northern California Power Agency
October 2020

General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 15%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 15%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.

MP Environmental Services – Rate Schedule

Labor – California Prevailing Wage

Labor Classifications	ST	OT	PT
Project Manager	$105.00	$130.00	$155.00
Supervisor	$95.00	$120.00	$145.00
Health & Safety Coordinator	$95.00	$120.00	$145.00
Equipment Operator	$95.00	$120.00	$145.00
Technicians	$75.00	$95.00	$105.00

Definitions:

Straight Time (ST)	First eight (8) hours in a work day, Monday through Friday
Over Time (OT)	Any time over eight (8) hours in a workday, the first eight (8) hours on a Saturday.
Premium Time (PT)	Any time over twelve (12) consecutive hours in a workday All day on Sunday and the following holidays: New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day
Emergency Response	Rates will be established at 1.50 times the appropriate rate for labor and equipment.
Per Diem	When applicable, will be at standard government rate based on work location

MP Environmental Services – Rate Schedule

Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	$450.00	Day/Person
Level B (Supplied Air)	$225.00	Day/Person
Level B (Modified)	$100.00	Day/Person
Level C	$75.00	Day/Person
Level C (Modified)	$65.00	Day/Person
Level D	$35.00	Day/Person

Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate - PT	UOM
Roll Off Truck– Single or Double	$ 98.00	$ 115.00	$ 135.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	$ 98.00	$ 115.00	$ 135.00	Hour
Vacuum Tank – On Site Services	$ 135.00	$155.00	$175.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	$ 205.00	$222.00	$ 242.00	Hour
Vacuum Truck – 50 to 60 bbl	$ 98.00	$ 115.00	$ 135.00	Hour
End Dump	$ 98.00	$ 115.00	$ 135.00	Hour
End Dump – High Side	$ 115.00	$ 132.00	$ 152.00	Hour
Flatbed or Van – 45' to 53'	$ 98.00	$ 115.00	$ 135.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	$ 125.00	$ 142.00	$ 162.00	Hour
Transportation – Load Rates				
Roll-Off Transportation - Switch out loaded bins to HB Ag, Bakersfield, CA			$2,200.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			$1,880.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt, Arlington, OR			$3,150.00	Load
Demurrage – After 1 hour loading/1 hour unloading			$ 98.00	Hour

Additional load rates available upon request.

Roll-Off Containers & Consumables

	Rate	UOM
Roll Off Bin 20 Yard	$12.00	Day
Roll Off Bin 30 Yard	$12.00	Day
Roll Off Bin 40 Yard	$12.00	Day
Vacuum Bin	$50.00	Day
Dewatering Bin	$55.00	Day
Intermodal Bin	$60.00	Day
Bin Liners, Poly – 3 mil	$35.00	Each
Bin Liners, Poly – 8 mil	$85.00	Each
Bin Liners, Filter Cloth, 130 micron	$150.00	Each

Demolition Equipment

Equipment (Un Operated)	Rate	UOM
CAT 330 With A Genesis GXP500R Shear	$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	$2,000.00	Day
Genesis 410R Concrete Processor	$700.00	Day
Hydraulic Hammer (4,000lb Class)	$500.00	Day
Hydraulic Hammer (8,000lb Class)	$700.00	Day
Hydraulic Magnets (36" to 54")	$300.00	Day
Grapple (Excavator Mounted)	$200.00	Day

Excavation Equipment

Equipment (Un Operated)	Rate	UOM
CAT 303CR Mini Excavator With Hydraulic Thumb	$250.00	Day
CAT 307 Excavator With Knuckle Boom	$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	$350.00	Day

Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	$600.00	Day
CAT 962H (IT) Wheel Loader	$850.00	Day
CAT 962H Wheel Loader	$800.00	Day
CAT 966G Wheel Loader	$975.00	Day
CAT Skid Steer (Rubber Tired)	$250.00	Day
CAT Skid Steer (Tracked)	$300.00	Day

Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	$400.00	Day
Water Truck (4000 gal. Three Axle)	$550.00	Day
Water Buffalo (300 Gallon Towable)	$200.00	Day
CAT Telehandler	$550.00	Day
CAT 140H Motor Grader	$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	$1,200.00	Day
Fork Lift – up to 5,000 lb.	$400.00	Day
Dump Truck, 2 axle, 5 yard	$300.00	Day
Pick Up Truck (un-operated)	$150.00	Day
One Ton Truck w/ lift gate (un-operated)	$25.00	Hour
Two Ton Truck (un-operated)	$50.00	Hour
Emergency Response Trailer	$200.00	Day
Light Tower, portable	$155.00	Day
Pressure Washer, trailer mounted	$300.00	Day
Drum Crusher	$500.00	Day
Air Compressor – up to 185 CFM	$250.00	Day

Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	$150.00	Hour
Disposable Suction Hose – 4 Inch	$2.00	Foot
Disposable Suction Hose – 5 Inch	$4.00	Foot
Filter Socks (Requires 44 Socks Per Change)	$12.65	Each

Solids Reduction & Tank Cleaning Equipment

Equipment (Un Operated)	Rate	UOM
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	$112.50	Hour
Centrisys 21 Inch Three Phase Centrifuge (Un-Operated)	$137.50	Hour
400 KW Mobile Generator	$105.00	Hour
Manway/ ROV Tank Cleaning Unit (Un-Operated)	$125.00	Hour
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal And a 100' Of hose.	$145.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

Misc. Equipment

On Site Equipment	Rate	UOM
Hand Tools	$50.00	Day
Small Power Tools, up to 2.5 HP	$45.00	Day
Generator – up to 10 kw	$125.00	Day
Trash Pump (2 Or 3 Inch)	$45.00	Day
Wet/Dry Vacuum (5 gal.)	$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	$85.00	Day
Cutting Torch	$300.00	Day
Hepa Vac	$40.00	Day

Safety Equipment

Safety Equipment	Rate	UOM
Confined Space Entry Equipment (per person	$75.00	Day
Copus Blower (Intrinsically Safe)	$125.00	Day
Intrinsically Safe Light	$40.00	Day
Drum Pump	$50.00	Day
LEL, O2, H_2S Meter	$85.00	Day
H_2S Monitor	$10.00	Day

Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	$45.00	Each
End Dump Liners, full	$85.00	Each
Visqueen, 6mil, 10' x 100'	$50.00	Roll
Visqueen, 6 mil 20' x 100'	$150.00	Roll
Visqueen, 6 mil 40' x 100'	$200.00	Roll
Drum Liners	$3.00	Each
Clay based oil absorbent, 50 lb bag	$10.00	Bag
Vemeculite	$25.00	Bag
Degreaser (Simple Green, Monster, etc.)	$20.00	Gal
Plastic pump, disposable	$20.00	Each
Hazardous Waste Labels	$2.00	Each
Colorimetric Tests	$20.00	Each
pH Strips	$8.50	Box
Duct Tape	$4.00	Roll
Rags	$45.00	Box
Drum Thieves	$1.50	Each
Sample Jars	$10.00	Each

Containers	New	Recon
Drum – 55 gal, metal, open head	$80.00	$ 60.00
Drum – 55 gal, metal, closed head	$60.00	$ 50.00
Drum – 55 gal, poly, open head	$105.00	$ 50.00
Drum – 55 gal, poly, closed hear	$95.00	$ 40.00
Drum – 30 gal, poly, open head	$80.00	$ 50.00
Drum – 30 gal, poly, closed head	$70.00	$ 40.00
Drum – 14 gal, poly, open head	$60.00	$ 40.00
Pail – 5 gal, poly with removable lid	$20.00	
Over pack – 85 gal, poly	$300.00	
Over pack – 85 gal, metal	$240.00	
Cubic yard box	$80.00	
Light tube box – 4 foot	$70.00	
Light tube box – 8 foot	$75.00	

Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs

Energy Costs

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
$2.00 and below	1%
$2.10 to $2.19	2%
$2.20 to $2.29	3%
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$2.50 to $2.59	6%
$2.60 to $2.69	7%
$2.70 to $2.79	8%

Price Per Gallon	Surcharge %
$2.80 to $2.89	9%
$2.90 to $2.99	10%
$3.00 to $3.09	11%
$3.10 to $3.19	12%
$3.20 to $3.29	13%
$3.30 to $3.39	14%
$3.40 to $3.49	15%
$3.50 to $3.59	16%

Note – surcharge will continue to increase at the rate of 1% per $ .10 per gallon above the cost of $3.60 per gallon

Environmental Compliance

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 5.7% . The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

Applicability

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, GINA BLANKENSHIP

(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 MP ENVIRONMENTAL SERVICES, INC.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

Gina Blankenship

(Signature of officer or agent)

Dated this 13TH day of OCT, 20 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

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, GINA BLANKENSHIP,

(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,

MP ENVIRONMENTAL SERVICES, INC.

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this 13TH day of OCT, 2020

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

NOT APPLICABLE

EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

_____
(Authorized Officer & Title)

_____

_____
(Address)

_____

FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND MP ENVIRONMENTAL SERVICES, INC

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and MP Environmental Services, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 19, 2020, (the "Agreement") for MP Environmental Services, Inc to provide miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency; 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 $3,000,000 to a NOT TO EXCEED amount of $4,000,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2024 calendar year; 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, as of the Amendment Effective Date, the Parties agree as follows:

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

   Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FOUR MILLION dollars ($4,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

   The remainder of Section 2 of the Agreement is unchanged.

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

13.7 Contract Administrator This Agreement shall be administered by the Assistant General Manager, Generation Services or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

3. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.

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

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

_____

RANDY S. HOWARD, General Manager

Date:_____

MP ENVIRONMENTAL SERVICES, INC.

_____

GINA BLANKENSHIP, Facility Manager

Attest:

_____

Assistant Secretary of the Commission

Approved as to Form:

_____

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



RATE SCHEDULE
for
Northern California Power Agency
June 17, 2024

General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 12%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 12%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.

MP Environmental Services – Rate Schedule

Labor – California Prevailing Wage

Labor Classifications	ST	OT	PT
Project Manager	$110.00	$140.00	$165.00
Supervisor	$100.00	$125.00	$145.00
Health & Safety Coordinator	$100.00	$125.00	$145.00
Equipment Operator/Driver	$110.00	$140.00	$165.00
Technicians	$ 98.00	$118.00	$138.00

Definitions:

Straight Time (ST)	First eight (8) hours in a work day, Monday through Friday
Over Time (OT)	Any time over eight (8) hours in a workday, the first eight (8) hours on a Saturday.
Premium Time (PT)	Any time over twelve (12) consecutive hours in a workday. All day on Sunday and the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Emergency Response	Rates will be established at 1.50 times the appropriate rate for labor and equipment.
Per Diem	$250 per person, per day

MP Environmental Services – Rate Schedule

Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	$450.00	Day/Person
Level B (Supplied Air)	$250.00	Day/Person
Level C	$140.00	Day/Person
Level C (Modified)	$75.00	Day/Person
Level D	$55.00	Day/Person

Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate - PT	UOM
Roll Off Truck– Single or Double	$ 108.00	$128.00	$ 148.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	$ 108.00	$128.00	$ 148.00	Hour
Vacuum Tank – On Site Services (unoperated)	$ 75.00	$ 75.00	$ 75.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	$ 225.00	$245.00	$ 265.00	Hour
Vacuum Truck – 50 to 60 bbl	$ 108.00	$ 128.00	$ 148.00	Hour
End Dump	$ 108.00	$ 128.00	$ 148.00	Hour
End Dump – High Side	$ 120.00	$ 140.00	$ 160.00	Hour
Flatbed or Van – 45' to 53'	$ 108.00	$ 128.00	$ 148.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	$ 155.00	$ 175.00	$ 195.00	Hour
Transportation – Load Rates				
Roll-Off Transportation - Switch out loaded bins to HB Ag, Bakersfield, CA			$2,310.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			$1,975.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt, Arlington, OR			$3,700.00	Load
Demurrage – After 1 hour loading/1 hour unloading			$ 100.00	Hour

Additional load rates available upon request.

Roll-Off Containers & Consumables

	Rate	UOM
Roll Off Bin 20 Yard	$12.00	Day
Roll Off Bin 30 Yard	$12.00	Day
Roll Off Bin 40 Yard	$12.00	Day
Vacuum Bin	$50.00	Day
Dewatering Bin	$55.00	Day
Intermodal Bin	$60.00	Day
Bin Liners, Poly – 3 mil	$35.00	Each
Bin Liners, Poly – 8 mil	$85.00	Each
Bin Liners, Filter Cloth, 130 micron	$150.00	Each

Demolition Equipment

Equipment (Un Operated)	Rate	UOM
CAT 330 With A Genesis GXP500R Shear	$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	$2,000.00	Day
Genesis 410R Concrete Processor	$700.00	Day
Hydraulic Hammer (4,000lb Class)	$500.00	Day
Hydraulic Hammer (8,000lb Class)	$700.00	Day
Hydraulic Magnets (36" to 54")	$300.00	Day
Grapple (Excavator Mounted)	$200.00	Day

Excavation Equipment

Equipment (Un Operated)	Rate	UOM
CAT 303CR Mini Excavator With Hydraulic Thumb	$250.00	Day
CAT 307 Excavator With Knuckle Boom	$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	$450.00	Day

Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	$600.00	Day
CAT 962H (IT) Wheel Loader	$850.00	Day
CAT 962H Wheel Loader	$800.00	Day
CAT 966G Wheel Loader	$975.00	Day
CAT Skid Steer (Rubber Tired)	$250.00	Day
CAT Skid Steer (Tracked)	$300.00	Day

Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	$400.00	Day
Water Truck (4000 gal. Three Axle)	$550.00	Day
Water Buffalo (300 Gallon Towable)	$200.00	Day
CAT Telehandler	$550.00	Day
CAT 140H Motor Grader	$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	$1,200.00	Day
Fork Lift – up to 5,000 lb.	$400.00	Day
Dump Truck, 2 axle, 5 yard	$350.00	Day
Pick Up Truck (un-operated)	$165.00	Day
One Ton Truck w/ lift gate (un-operated)	$25.00	Hour
Two Ton Truck (un-operated)	$50.00	Hour
Emergency Response Trailer	$200.00	Day
Light Tower, portable	$155.00	Day
Pressure Washer, trailer mounted	$300.00	Day
Drum Crusher	$500.00	Day
Air Compressor – up to 185 CFM	$250.00	Day

Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	$205.00	Hour
Disposable Suction Hose – 4 Inch	$4.50	Foot
Disposable Suction Hose – 6 Inch	$6.75	Foot
Filter Socks (Requires 44 Socks Per Change)	$20.00	Each

Solids Reduction & Tank Cleaning Equipment

Equipment (Un Operated)	Rate	UOM
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	$425.00	Hour
Loading Conveyor	$125.00	Hour
Mix Tank	$150.00	Day
Mini Storage Tank – 8,000 gallon	$50.00	Day
Water Tank	$125.00	Day
400 KW Mobile Generator	$175.00	Hour
Digester Booster Pump	$250.00	Day
Grinder – 6"	$500.00	Day
Submersible Pump – 6"	$250.00	Day
Manway/ ROV Tank Cleaning Unit (Un-Operated)	$1,500.00	Day
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal and 100' hose.	$245.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

Misc. Equipment

On Site Equipment	Rate	UOM
Hand Tools – Brooms, Shovels, Squeegees	$25.00	Day/Person
Small Power Tools, up to 2.5 HP	$50.00	Day
Generator – up to 10 kw	$125.00	Day
Trash Pump (2 Or 3 Inch)	$45.00	Day
Wet/Dry Vacuum (5 gal.)	$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	$85.00	Day
Cutting Torch	$300.00	Day
Hepa Vac	$40.00	Day

Safety Equipment

Safety Equipment	Rate	UOM
Confined Space Entry Equipment (per person)	$75.00	Day
Confined Space Tripod	$125.00	Day
Copus Blower (Intrinsically Safe)	$125.00	Day
Intrinsically Safe Light	$150.00	Day

Drum Pump	$50.00	Day
LEL, O2, H_2S Meter	$85.00	Day
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Vemeculite	$55.00	Bag
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Cutter – Chemical	$95.00	Gal
Plastic pump, disposable	$25.00	Each
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Rags – 25lb	$95.00	Box
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Sample Jars	$10.00	Each
Containers	**New**	**Recon**
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Drum – 55 gal, metal, closed head	$130.00	$ 105.00
Drum – 55 gal, poly, open head	$135.00	$ 75.00
Drum – 55 gal, poly, closed head	$110.00	$ 60.00
Drum – 30 gal, poly, open head	$90.00	$ 55.00
Drum – 30 gal, poly, closed head	$80.00	$ 45.00
Pail – 5 gal, poly with removable lid	$40.00	
Over pack – 85 gal, poly	$405.00	
Over pack – 85 gal, metal	$365.00	
Cubic yard box	$100.00	
Light tube box – 4 foot	$85.00	
Light tube box – 8 foot	$85.00	

Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

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To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs.

Energy Costs

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$2.30 to $2.39	4%
$2.40 to $2.49	5%
$2.50 to $2.59	6%
$2.60 to $2.69	7%
$2.70 to $2.79	8%

Price Per Gallon	Surcharge %
$2.80 to $2.89	9%
$2.90 to $2.99	10%
$3.00 to $3.09	11%
$3.10 to $3.19	12%
$3.20 to $3.29	13%
$3.30 to $3.39	14%
$3.40 to $3.49	15%
$3.50 to $3.59	16%

Note – surcharge will continue to increase at the rate of 1% per $ .10 per gallon above the cost of $3.60 per gallon

Environmental Compliance

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 6.07% . The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

Applicability

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

Upon 30 days' advance notice and no more than once each calendar year, MP Environmental Services, Inc. may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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.

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Hometown Connections, Inc. – Five Year Multi-Task Consulting Services Agreement for Consulting Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Monty Hanks Assistant General Manager/CFO	**METHOD OF SELECTION:** *Competitive Pricing Process*
Division:	Administrative Services	*If other, please describe:*
Department:	Accounting & Finance	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Approve Resolution 24-97 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Hometown Connections, Inc. for various consulting-related tasks including utility operations, cybersecurity, and business strategy, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

BACKGROUND:

Hometown Connections, Inc. (HCI) is a national, non-profit utility services organization specializing in the unique challenges of community-owned utilities. Their team of consultants and vendor partners help utilities streamline business processes, enhance customer service, improve security, and develop plans for the future. Serving community-owned utilities of every size and type, HCI provides products and services to develop all areas of the utility business, including operations, cybersecurity, business strategy, customer care, finance, workforce, and technology. The services offered can be used at facilities owned and/or operated by NCPA, NCPA Members, SCPPA, or SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement shall not exceed $1,000,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. When services are required, NCPA will bid on the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (other enabling agreements) for similar services and seeks bids from as many qualified providers as possible. NCPA will issue purchase orders based on the 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:

On September 4, 2024, the Facilities Committee reviewed and endorsed the recommendation above.

On September 9, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:
- Resolution 24-97
- Multi-Task Consulting Services Agreement with Hometown Connections, Inc.

SR: 230:24

RESOLUTION 24-97

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH HOMETOWN CONNECTIONS, INC.

(reference Staff Report #230:24)

WHEREAS, various consulting-related tasks including utility operations, cybersecurity, and business strategy are needed from time to time for facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Hometown Connections, Inc., is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Hometown Connections, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; 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 of 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 said Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND HOMETOWN CONNECTIONS, INC.

This Consulting Services Agreement ("Agreement') is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Hometown Connections, Inc., a Delaware charitable nonstock corporation created by its Members, with its office located at 12081 W. Alameda Parkway, #464, Lakewood, CO. 80228-2701 ("HCI" or "Consultant") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

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) year 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.

1.3 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 Services Provided. 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.

1.5 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. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to

perform the Requested Services, or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000)** 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 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; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, 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, to Agency's reasonable satisfaction.

Invoices shall be sent to:

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

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.

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 written authorization from the Contract Administrator.

2.5 **Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its 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 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. The policy shall provide a minimum limit of $3,000,000 per occurrence/$4,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than $100,000. No endorsement shall be attached limiting the coverage.

4.2.2 **Automobile Liability.** 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. The policy shall provide a minimum limit of $1,000,000 per each accident, with a self-insured retention or deductible of no more than $100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 **Professional Liability Insurance.** Intentionally omitted.

4.4 **All Policies Requirements.**

4.4.1 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant 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 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.

4.4.3 **Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

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

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. In addition, 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.

4.5 **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 ensues 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 AND CONSULTANT'S RESPONSIBILITIES.

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, 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 Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF 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.

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of 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 obtain prior written approval of the Agency whenever using a subcontractor to perform any portion of the Services. 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. This agreement is not intended for use at NCPA's Lodi Energy Center.

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.

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, studies, 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.

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 confident; 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.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. 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 Sections 1090 *et seq.*

10.7 **Contract Administrator.** This Agreement shall be administered by Monty Hanks, Chief Financial Officer and 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.

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

Marc Gerken, President & CEO
Hometown Connections, Inc.
12081 W. Alameda Parkway, #464
Lakewood, CO 80228-2701

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order 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. 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.

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

NORTHERN CALIFORNIA POWER AGENCY	HOMETOWN CONNECTIONS, INC.
Date_____	Date_____
_____	_____
RANDY S. HOWARD, General Manager	**MARC GERKEN, President & CEO**

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Hometown Connections, Inc. ("Consultant") shall provide the following consulting services based on public power best practices as requested by the Northern California Power Agency ("Agency") at any facilities* owned or operated by the Agency, its Members, SCPPA, or SCPPA members, including but not limited to:

- Organization assessment
- Strategic planning
- Customer services
- Market research
- Compensation studies
- Management consulting
- Training and Workshop services
    - Leadership Development
    - Governance Facilitation
- Other services as requested

*This agreement is not intended for use at NCPA's Lodi Energy Center facility.

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 of this Agreement.

The hourly rates and or compensation break down and an estimated amount of expenses will be quoted at the time services are requested.

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.

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Approval of CY 2025 Northern California Power Agency Capacity Pool Rates

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Power Management	*If other, please describe:*
Department:	Power Management	

IMPACTED MEMBERS:

All Members	☐	**City of Lodi**	☒	**City of Shasta Lake**	☐
Alameda Municipal Power	☒	**City of Lompoc**	☒	**City of Ukiah**	☒
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☒	**Plumas-Sierra REC**	☒
City of Biggs	☒	**City of Redding**	☐	**Port of Oakland**	☒
City of Gridley	☒	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☒	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

RECOMMENDATION:

Adopt Resolution 24-106 approving the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2025 Resource Adequacy compliance year.

BACKGROUND:

The NCPA Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members[1] to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill. In accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool.

DISCUSSION:

An ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2025 Resource Adequacy compliance year[2]. The ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool. NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2025 Resource Adequacy compliance year.

CAPACITY RATES:

The following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2025 Resource Adequacy compliance year:

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Local	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 5.50	$ 5.50	$ 6.50	$ 10.50	$ 12.50	$ 8.50	$ 4.00	$ 4.00
System	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 5.00	$ 5.00	$ 6.00	$ 10.00	$ 12.00	$ 8.00	$ 3.50	$ 3.50
Flex	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50

FISCAL IMPACT:

Work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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[1] NCPA Pool Members include cities Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, and Ukiah, and Plumas-Sierra Rural Electric Cooperative, and the Port of Oakland.
[2] The 2025 Resource Adequacy compliance year is coincident with the 2025 calendar year, but includes data submittals and demonstrations that will be filed with the CAISO in 2024.

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:

On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:
- Resolution 24-106

SR: 240:24

RESOLUTION 24-106

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
CY 2025 NORTHERN CALIFORNIA POWER AGENCY CAPACITY POOL RATES

(reference Staff Report #240:24)

WHEREAS, the Northern California Power Agency (NCPA) Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill; and

WHEREAS, in accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool; and

WHEREAS, an ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2025 Resource Adequacy compliance year; and

WHEREAS, the ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System, and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool, and NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2025 Resource Adequacy compliance year; and

WHEREAS, the following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2025 Resource Adequacy compliance year:

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Local	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 5.50	$ 5.50	$ 6.50	$ 10.50	$ 12.50	$ 8.50	$ 4.00	$ 4.00
System	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 5.00	$ 5.00	$ 6.00	$ 10.00	$ 12.00	$ 8.00	$ 3.50	$ 3.50
Flex	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50

WHEREAS, work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; 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 adopts and approves the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2025 Resource Adequacy compliance year.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

_____
JERRY SERVENTI
CHAIR

ATTEST:

_____
CARRIE POLLO
ASSISTANT SECRETARY

2D

Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: LEC CT Expansion Joint Replacement Project; Applicable to the following: The Northern California Power Agency (NCPA) Lodi Energy Center

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli Assistant General Manager	**METHOD OF SELECTION:** *Sole Source*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☐	**City of Lodi**	☒	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☒	**City of Ukiah**	☒
San Francisco Bay Area Rapid Transit	☒	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☒
City of Biggs	☒	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☒	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☒	**City of Santa Clara**	☒	**Other**	☒
		If other, please specify		Azusa, CDWR, Modesto, PWRPA	

RECOMMENDATION:

Approve Resolution 24-104 authorizing the Lodi Energy Center CT Expansion Joint Replacement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed $725,000, to be funded from the approved FY25 Lodi Energy Center budget.

BACKGROUND:

The CT expansion joint has reached its end of life and has started to show internal cracks, hot spots and frame cracks. The expansion joint has a 5-year life design cycle and was last replaced in February 2019. During the 2024 LEC Spring Outage, certain sections were repaired to allow LEC to continue operations, however, those repairs were temporary measures, and a full replacement of the expansion joint is necessary.

NCPA is now seeking approval for the LEC CT Expansion Joint Replacement Project. Replacement of the current expansion joint will allow LEC to continue to operate reliably. The lead time for the equipment to be delivered is approximately 8-10 weeks. Staff is seeking approval of the project now to ensure the work can be completed during the 2025 LEC Spring Outage.

FISCAL IMPACT:

Total cost of the project is estimated not to exceed $725,000. This project was included in the previously approved FY25 Lodi Energy Center budget. A breakdown of the project costs is included in the table below.

DESCRIPTION	COST
Expansion Joint	$331,229
Field Services	$300,000
Contingency	$93,771
TOTAL:	$725,000

SELECTION PROCESS:

The CT Expansion Joint Replacement Project will be awarded to Siemens, as it falls under the Long-Term Service Agreement (LTP) between Siemens and NCPA.

ENVIRONMENTAL ANALYSIS:

The CT Expansion Joint Replacement Project is exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a), (b), (d), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the expansion joint

at NCPA's LEC Project. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-104

SR: 238:24

RESOLUTION 24-104

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE LODI ENERGY CENTER CT EXPANSION JOINT REPLACEMENT PROJECT

(reference Staff Report #238:24)

WHEREAS, the CT expansion joint has reached its end of life and has started to show cracks, hot spots and frame cracks. The expansion joint has a 5-year life design cycle, and was last replaced in February 2019; and

WHEREAS, during the 2024 LEC Spring Outage, certain sections were repaired to allow LEC to continue operations, however, those repairs were temporary measures, and a full replacement of the expansion joint is necessary; and

WHEREAS, the LEC CT Expansion Joint Replacement Project will be awarded to Siemens, as it falls under the LTP agreement between Siemens and NCPA; and

WHEREAS, on September 9, 2024 the Lodi Energy Center Project Participant Committee approved the LEC CT Expansion Joint Replacement Project; and

WHEREAS, the CT expansion joint replacement project is exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a), (b), (d), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the expansion joint at NCPA's LEC Project. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Lodi Energy Center CT Expansion Joint Replacement Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not to exceed $725,000, to be funded from the approved FY25 Lodi Energy Center budget.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

LEC CT Expansion Joint Replacement Project

Michael DeBortoli

September 27, 2024

LEC –Project Scope of Work

CT Expansion Joint Replacement

- Order new Expansion Joint thru Siemens as sole source.
- Installation of new Expansion Joint during LEC upcoming spring outage.
- Lead time 8-10 weeks.

This project was presented during the FY25 budget approval process.

FY 2025 –CT Expansion Joint Replacement

Project	Notes	Total Cost	FY 2026	FY 2027	FY 2028
CT Expansion Replacement	D	$725,000			

- CT Exhaust Expansion Joint is reaching end of life and started to show cracks and discoloration.
- CT Exhaust Expansion joint was last replaced in Feb 2019. Lead time is 8-10 weeks.
- The new expansion joint will allow LEC to continue to operate reliably.
- Life expectancy 5yrs

Notes:	
D	Discretionary
M	Mandatory
CR	Annual deposit to the Capital Reserve







Selection Process

- The CT expansion joint replacement project will be awarded to Siemens, as it falls under the LTP agreement between Siemens and NCPA

Fiscal Impact

- The LEC CT Expansion Joint Project is anticipated not to exceed $725,000.
- Funds for the project were included in the approved FY25 LEC Budget.
- Estimated cost of the project is shown in the table below:

DESCRIPTION	COST
Expansion Joint	$331,229
Field Services	$300,000
Contingency	$93,771
TOTAL:	**$725,000**

Environmental Analysis

- The LEC CT Expansion Joint Replacement Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 (a), (b), (d), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the expansion joint at NCPA's LEC Project. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions.

Recommendation

- Staff is seeking Commission approval of the LEC CT Expansion Joint Replacement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the Project in accordance with NCPA Purchasing Policies and Procedures, for a total cost not to exceed $725,000.

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: LEC CT Inlet Platform Structure Project; Applicable to the following: The Northern California Power Agency (NCPA) Lodi Energy Center

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli MD	**METHOD OF SELECTION:**
	Assistant General Manager	*Public Works Bid*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☐	**City of Lodi**	☒	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☒	**City of Ukiah**	☒
San Francisco Bay Area Rapid Transit	☒	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☒
City of Biggs	☒	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☒	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☒	**City of Santa Clara**	☒	**Other**	☒
		If other, please specify		Azusa, CDWR, Modesto, PWRPA	

RECOMMENDATION:

Approve Resolution 24-105 authorizing the Lodi Energy Center CT Inlet Platform Structure Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed $650,000, to be funded from the approved FY25 Lodi Energy Center budget.

BACKGROUND:

The Lodi Energy Center CT inlet currently has only one lower level entry platform, located on the west side, which provides access to all three levels. Operations staff regularly accesses the existing platform to conduct inlet filter replacements and inlet structure maintenance during outages. In the event of an emergency, the current design only offers one entry point at the lower level of the inlet structure, which could prevent operations staff from being able to safely evacuate.

NCPA is now seeking approval of the Lodi Energy Center CT Inlet Platform Structure Project. This project would add two additional doors on the east side of the inlet structure, with one new door located on the third level and the other located on the lower level. Completion of this project will allow operators to safely access the inlet structure for maintenance during outages and provide a secondary means of egress in case of an emergency. Staff is seeking approval of the project now to ensure the work can be completed in Spring 2025.

FISCAL IMPACT:

Total cost of the project is $650,000. This project was included in the previously approved FY25 Lodi Energy Center budget. A breakdown of the project costs is included in the table below.

DESCRIPTION	COST
Engineering	$155,400
Material/Equipment	$286,400
CEC/Inspections	$46,000
Contingency	$162,200
TOTAL:	$650,000

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, NCPA staff will follow the Public Works bid process for this project. NCPA is currently preparing to solicit competitive bids to perform the work required for this project. The Request for Proposal (RFP) will be issued by the end of September 2024. NCPA will award the project to the lowest responsive bidder and will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

The CT Inlet Platform Structure Project is exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a), (b), (d), (e), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the expansion joint at NCPA's LEC Project. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

On September 9, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-105

RESOLUTION 24-105

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE LODI ENERGY CENTER CT INLET PLATFORM STRUCTURE PROJECT

(reference Staff Report #239:24)

WHEREAS, the Lodi Energy Center CT inlet currently has only one lower level entry platform, located on the west side, which provides access to all three levels. In the event of an emergency, the current design only offers one entry point at the lower level of the inlet structure, which could prevent operations staff from being able to safely evacuate; and

WHEREAS, this project would add two additional doors on the east side of the inlet structure, which will allow operators to safely access the inlet structure for maintenance during outages and provide a secondary means of egress in case of an emergency; and

WHEREAS, in accordance with NCPA's procurement policies and procedures, NCPA staff will follow the Public Works bid process for this project. NCPA is currently preparing to solicit competitive bids to perform the work required for this project. The Request for Proposal (RFP) will be issued by the end of September 2024. NCPA will award the project to the lowest responsive bidder and will issue purchase orders based on cost and availability of the services needed at the time the service is required; and

WHEREAS, on September 9, 2024 the Lodi Energy Center Project Participant Committee approved the LEC CT Expansion Joint Replacement Project; and

WHEREAS, the CT Inlet Platform Structure Project is exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a), (b), (d), (e), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the expansion joint at NCPA's LEC Project. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the LEC CT Inlet Platform Structure Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not to exceed $650,000, to be funded from the approved FY25 Lodi Energy Center budget.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

LEC CT Inlet Platform Structure Project

Michael DeBortoli

September 27, 2024

LEC –Project Scope of Work

CT Inlet Platform Structure

- Engineering, design, CEC permitting and material procurement.
- Installation during the spring and finalized during LEC spring outage.
- RFP will be issued end of September.

This project was presented during the FY25 budget approval process.

FY 2025 – Civil/Structural

Project	Notes	Total Cost	FY 2026	FY 2027	FY 2028
CT Inlet Platform/Structure	S	$650,000	$80,000	$100,000	$155,000

- CT Inlet structure engineering & project cost study has commenced.
- Study completion in June 2024.
- Access to this platform has only one entry way on the west side to access all three levels.
- The new platform will provide personnel a means of egress in case of an emergency on the lower and upper level of the inlet structure.
- RFP will be issued by the end of September.
- Installation Planned during April 2025 outage.

Notes:

D	Discretionary
M	Mandatory
S	Safety



Fiscal Impact

- The LEC CT Inlet Platform Structure Project is anticipated not to exceed $650,000.
- Funds for the project were included in the approved FY25 LEC Budget.
- Estimated cost of the project is shown in the table below:

DESCRIPTION	COST
Engineering	$155,400
Material/Equipment	$286,400
CEC/Inspections	$46,000
Contingency	$162,200
TOTAL:	**$650,000**

Selection Process

- In accordance with NCPA's procurement policies and procedures, NCPA LEC staff will follow the Public Works bid process for this Project.
- NCPA is currently preparing to solicit competitive bids to perform the work required for this project. The Request for Proposal (RFP) will be issued by the end of September.
- NCPA will award the Project to the lowest responsive bidder and will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Environmental Analysis

- The LEC CT Inlet Platform Structure Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 (a), (b), (d), (e), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of adding an additional door and corresponding platform to the inlet structure at the LEC CT plant. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions.

Recommendation

- Staff is seeking Commission approval of the LEC CT Inlet Platform Structure Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, for a total cost not to exceed $650,000.

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Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Third Amendment to Geothermal Plant 1, Unit 2 Turbine Overhaul Project; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli	**METHOD OF SELECTION:**
	Assistant General Manager	*Competitive Pricing Process*
Division:	Generation Services	*If other, please describe:*
Department:	Geothermal	

IMPACTED MEMBERS:

All Members	☐	**City of Lodi**	☒	**City of Shasta Lake**	☐
Alameda Municipal Power	☒	**City of Lompoc**	☒	**City of Ukiah**	☒
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☒
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☒	**City of Roseville**	☒	**Truckee Donner PUD**	☐
City of Healdsburg	☒	**City of Santa Clara**	☒	**Other**	☐

If other, please specify _____

_____

RECOMMENDATION:

Approval of the Third Amendment to Resolution 24-02 for the Geothermal Plant 1, Unit 2 Turbine Overhaul Project: 1) authorizing additional funding and a budget augmentation of $750,000 for a revised total not to exceed amount of $10,150,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; and 3) authorizing the use of $750,000 from the Maintenance Reserve.

BACKGROUND:

In December 2023, during a planned transmission line outage scheduled by Pacific Gas and Electric (PG&E), NCPA hired Reliable Turbine Services, LLC (RTS) to perform a nondestructive visual inspection on Plant 1, Unit 2 turbine rotor L-0 blades. The visual inspection revealed significant wear on the L-0 blades, and RTS recommended that the L-0 blades be replaced. The Geothermal Plant 1, Unit 2 Turbine Overhaul Project was originally approved by the Commission on January 5, 2024 (Resolution 24-02) for an amount not to exceed amount of $7,200,000.

On March 28, 2024, the Commission approved a First Amendment to the Geothermal Plant 1, Unit 2 Turbine Overhaul Project, increasing the budget by $2,200,000, for an updated total not to exceed amount of $9,400,000.

On May 23, 2024, the Commission approved a Second Amendment to the Geothermal Plant 1, Unit 2 Turbine Overhaul Project, authorizing the application of Geo insurance proceeds from Claim #818701 to the Project, thus reducing the Transfer from the Geo Decommissioning Reserve.

The project was running just under budget and NCPA was on-track to complete the work and return the unit to service on schedule, however, on August 4, 2024, the unit tripped. Initial inspections revealed that there was damage to the turbine rotor, and a Root Cause Analysis (RCA) was needed determine the cause of damage.

Early indications show that the failure is a result of workmanship from the contractor. Further analysis continues to support the initial indications. The contractor has agreed that most of the findings are warranty related and that most of the work will be completed at no additional cost to the Agency. There are some work items, such as scaffolding and confined space rescue services, that are in dispute, along with other minor discoveries, such as scoring in the bearings, that have not yet been resolved. While NCPA's position is that this is all related and a result of workmanship, the contractor has not accepted responsibility for these items at this time.

The authorization and funding request detailed in this Staff Report will ensure that NCPA has the ability to keep work progressing towards completion while the funding obligations are disputed with the contractor.

It should be noted that NCPA has added third party engineering support to review and analyze the failure and provide support for the warranty claims; this item was not included in the original contractor scope.

The request by NCPA for this additional support is $750,000 to account for any unexpected findings and disputed charges that may occur during the turbine analysis, corrections and startup.

On August 7, 2024, the Unit 2 turbine rotor and diaphragms were sent off-site to the contractor shop in Sullivan, MO, where the vendor performed the seal and caulking wire assessment along with a full turbine rotor/diaphragm inspection. This was performed to the account of the contractor. The potential costs associated with this additional evolution are shown in the table below.

Description	Cost
Owner's Engineer Third Party Generator Vibration Investigation	$80,000
Scaffolding Services & Industrial Cleaning	$175,000
Owner's Engineer Third Party Assembly Oversite	$145,000
Inspection & repair of Unit 2 Turbine Bearings	$150,000
Confined Space Rescue Team Services	$50,000
Sub-Total	**$600,000**
Additional Contingency 20%	$150,000
Additional Funding Request	**$750,000**

FISCAL IMPACT:

The revised total cost is anticipated not to exceed $10,150,000. A breakdown of the project costs and prior authorizations is shown in the table below.

Description	Cost
Unit 2 Turbine Rotor Overhaul and Generator Reset	$4,500,000
Unit 2 GSU Transformer Overhaul	$300,000
Transportation and Insurance	$100,000
Additional Balance of Plant Work	$200,000
Incidentals (scaffold, etc.)	$400,000
Lakeville 230KV Line Repairs	$500,000
Contingency	$1,200,000
First Amendment (Approved March 28, 2024)	$2,200,000
Third Amendment **Additional Funding Request – RCA Contingency**	**$750,000**
Revised Total Not to Exceed	**$10,150,000**

The original $7,200,000 for the Geothermal Plant 1, Unit 2 Overhaul Project was funded from the GEO Decommissioning Reserve. The First Amendment authorized an additional $2,200,000 for the project, funded from the Maintenance Reserve, and to be replenished by the Project Participants over a ten-year period through the normal budget process for Fiscal Years 2025-2034. The Second Amendment authorized the application of Geo insurance proceeds from Claim #818701 to the Project, thus reducing the transfer from the Geo Decommissioning Reserve.

NCPA is now proposing a Third Amendment which would authorize an additional $750,000 be funded from the Maintenance Reserve. In this case, work was planned in the steam field. This work has been completed with additional funds available to draw from. No further collections will

be needed for this work. The maintenance reserve account for this fiscal year and the next five year forecast of maintenance reserve is in the tables below.

Funding Sources Previously Approved	**Amount of Funds Provided**
Insurance Proceeds (From Plant 1, U2 Claim)	$6,169,682
Maintenance Reserve from First Amendment	$2,200,000
Decommissioning Reserve	$1,030,318
Additional Funding Request from Third Amendment – **RCA Contingency**	$750,000
Total	**$10,150,000**

Balances Fiscal Year 2025	**Cost**
Geo Maintenance Reserve account (7/30)	$4,888,186
To be paid out when the Final RTS is received, per prior Commission approval	$2,200,000
Funds to be collected through the ARB in FY2025	$5,332,452
The FY25 Maintenance Reserve planned spending plus extra work as may be authorized in this Staff Report	$2,000,000
End of Year Balance	$6,020,638

5 Year Maintenance Reserve Projections	**2025**	**2026**	**2027**	**2028**	**2029**
Annual Collections	5,332,452	5,680,263	5,781,270	5,811,270	5,945,551
Planned Spending	4,200,000	3,027,500	3,055,763	7,684,809	9,445,660
End of Year Balance	6,020,638	8,673,401	11,398,908	9,525,369	6,025,260

SELECTION PROCESS:

The majority of the work being performed is an undisputed warranty claim with the contractor. The contractor will continue to work and honor its obligations. Other disputed work in the machine such as bearings will be performed by the contractor so as not to create warranty confusion. Other aspects of this request are related to support services that are not performed by the contractor but others. Work by those other services will follow procurement procedures of the Agency.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b),15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Sonoma County. No environmental review is necessary.

COMMITTEE REVIEW:

On September 17th, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (1):

- Amended Resolution 24-02

AMENDED RESOLUTION 24-02

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE THIRD AMENDMENT TO THE NCPA GEOTHERMAL PLANT 1, UNIT 2 TURBINE OVERHAUL PROJECT

(reference Staff Report #241:24)

WHEREAS, in December 2023, during a planned transmission line outage scheduled by Pacific Gas and Electric (PG&E), NCPA hired Reliable Turbine Services, LLC (RTS) to perform a nondestructive visual inspection on Plant 1, Unit 2 turbine rotor L-0 blades. The visual inspection revealed significant wear on the L-0 blades, and RTS recommended that the L-0 blades be replaced; and

WHEREAS, the Geothermal Plant 1, Unit 2 Turbine Overhaul Project was originally approved by the Commission on January 5, 2024 (Resolution 24-02) for an amount not to exceed amount of $7,200,000; and

WHEREAS, on March 28, 2024, the Commission approved a First Amendment to the Geothermal Plant 1, Unit 2 Turbine Overhaul Project, increasing the budget by $2,200,000, for an updated total not to exceed amount of $9,400,000; and

WHEREAS, on May 23, 2024, the Commission approved a Second Amendment to the Geothermal Plant 1, Unit 2 Turbine Overhaul Project, authorizing the application of Geo insurance proceeds from Claim #818701 to the Project, thus reducing the Transfer from the Geo Decommissioning Reserve; and

WHEREAS, on August 4, 2024, the unit tripped. Initial inspections revealed that there was some damage to the turbine rotor, and a Root Cause Analysis (RCA) was needed to determine the cause of the damage; and

WHEREAS, on August 7, 2024, the Unit 2 turbine rotor and diaphragms were sent off-site to the RTS shop in Sullivan, MO, where the vendor performed the seal and caulking assessment along with a full turbine rotor/diaphragm inspection; and

WHEREAS, NCPA is now seeking approval for an additional $750,000, for an updated total project cost not to exceed $10,150,000 for the additional work required to complete this project, and to account for any unexpected findings and disputed charges that may occur during the turbine analysis, corrections and startup; and

WHEREAS, these activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b),15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes approval of the Third Amendment to Resolution 24-02 for the Geothermal Plant 1, Unit 2 Turbine Overhaul Project: 1) authorizing additional funding and a budget augmentation of $750,000 for a revised total not to exceed amount of $10,150,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; and 3) authorizing the use of $750,000 from the Maintenance Reserve.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

_____
JERRY SERVENTI
CHAIR

ATTEST:

_____
CARRIE POLLO
ASSISTANT SECRETARY

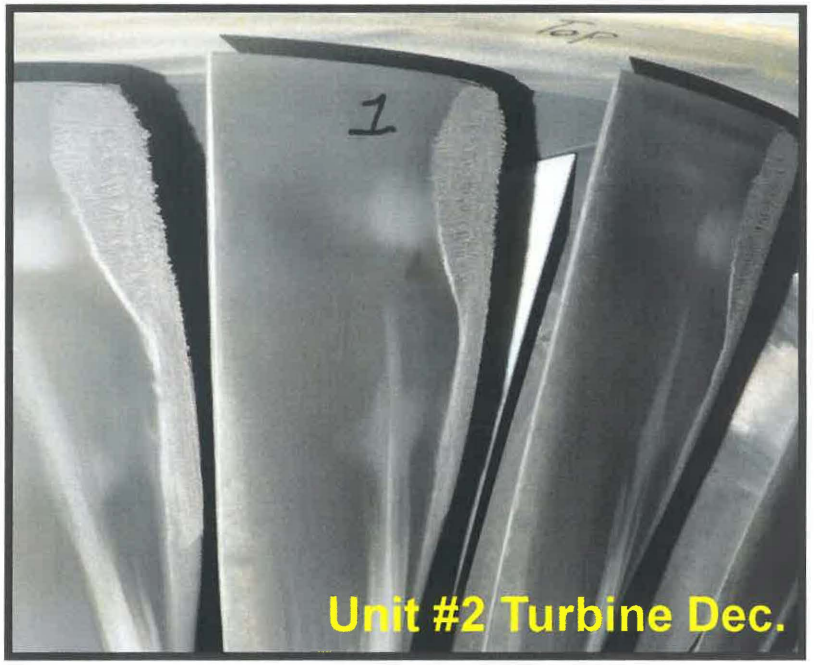
NCPA Geothermal Facility – Third Amendment to Geothermal Plant 1, Unit 2 Turbine Overhaul Project

Michael DeBortoli

September 27, 2024

Project Background

- In December 2023, during a planned transmission line outage scheduled by Pacific Gas and Electric (PG&E), NCPA hired Reliable Turbine Services, LLC (RTS) to perform a nondestructive visual inspection on the Plant 1, Unit 2 turbine rotor L-0 blades. The visual inspection revealed significant wear on the L-0 blades, and RTS recommended that the L-0 blades be replaced.



- The Geothermal Plant 1, Unit 2 Turbine Overhaul Project was originally approved by the Commission on January 5, 2024 (Resolution 24-02) for an amount not to exceed $7,200,000.



Original Scope of Work

- The original Scope of Work for the proposed Geothermal Plant 1, Unit 2 Overhaul Project included the following:
  - **Turbine Overhaul and Generator Testing** – The testing is required to ensure the generator maintenance schedule can stay consistent with the turbine schedule. L-0 & Row 4 blades. Completed
  - **Transportation and Insurance** – Required to send the Unit 2 turbine rotor and diaphragms off site. Completed
  - **Unit 2 GSU Transformer Overhaul** – New bushings, seals, and replacement of transformer oil. (Several oil leaks need to be serviced) Completed
  - **Balance of Plant Work** – Preventative Maintenance on Pumps, Motors, CT equipment, and Stretford System. These systems are critical for reliability and require a full Plant outage on common systems. NCPA is being proactive on the timing to reduce future unplanned outages. Completed
  - **Lakeville 230kV Line Repairs** – It was identified in the WAPA report that the last repair in 2022 was intended to be temporary. A permanent fix is required to ensure reliability of this line and for wildfire prevention. Reliability is Key for the Summer. Completed

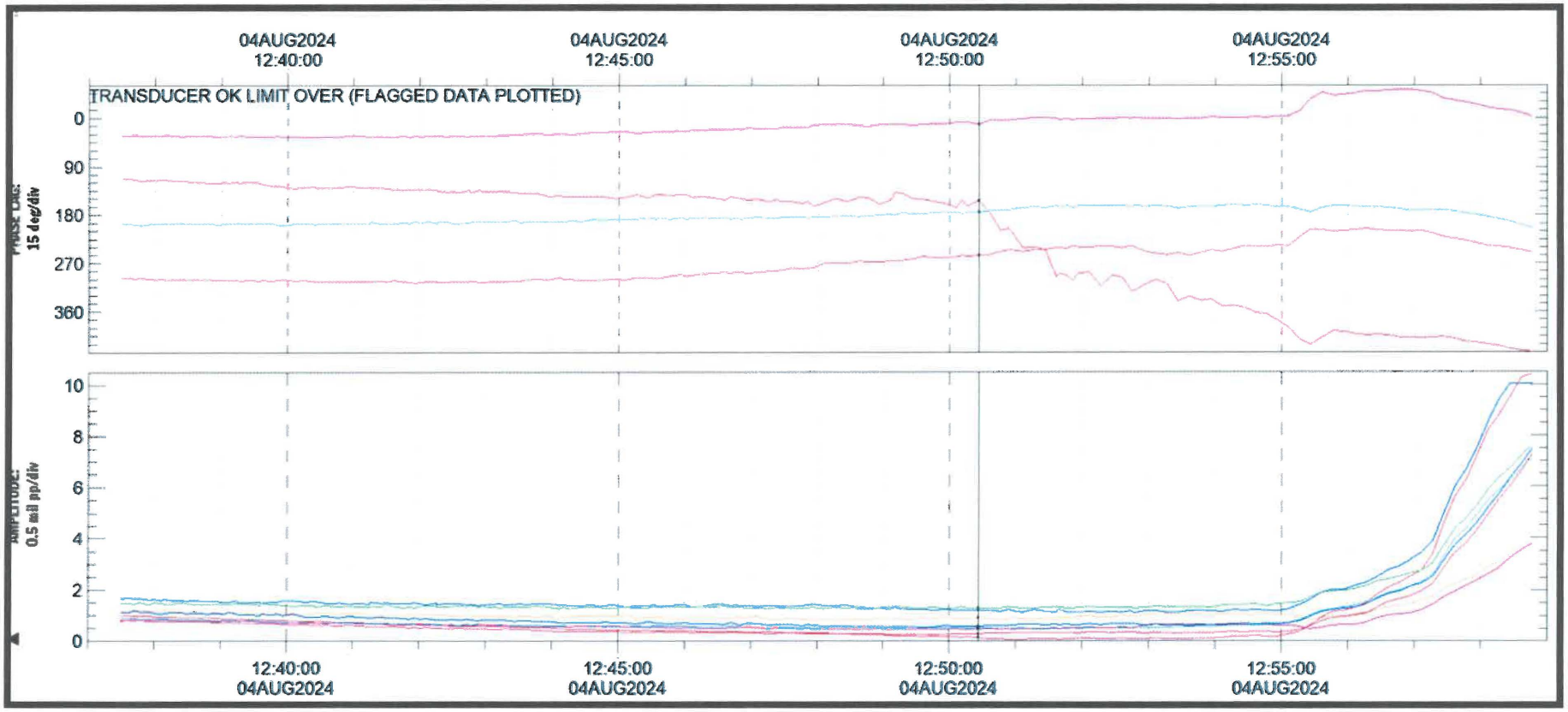
Discovery Turbine Work Identified

- As detailed in the original Scope of Work, the Unit 2 turbine rotor and diaphragms were sent off-site to the RTS shop in Sullivan, MO where the vendor performed the Casing Assessment along with a full Turbine Rotor/Diaphragm inspection. These inspections revealed that additional refurbishments were needed on the casing and turbine rotor/diaphragm. In addition, NCPA also identified that the main stop valves would need to have additional maintenance performed. **None of this additional work was included in the original base scope. The price of this additional maintenance is shown in the table below.** Completed

Casing Assessment – Upper and Lower (Welding and Boring Work)	$653,000
Unit 2 Rotor and Stationary Diaphragm Refurbishments	$1,303,940
Main Stop Valves – Maintenance	$250,000
Sub Total	**$2,206,940**
Contingency @ 10%	$307,391
Total	**$2,514,331**
Contingency from Original Project	*$314,331*
Additional Funding Request = Total – (Original Contingency)	**$2,200,000**

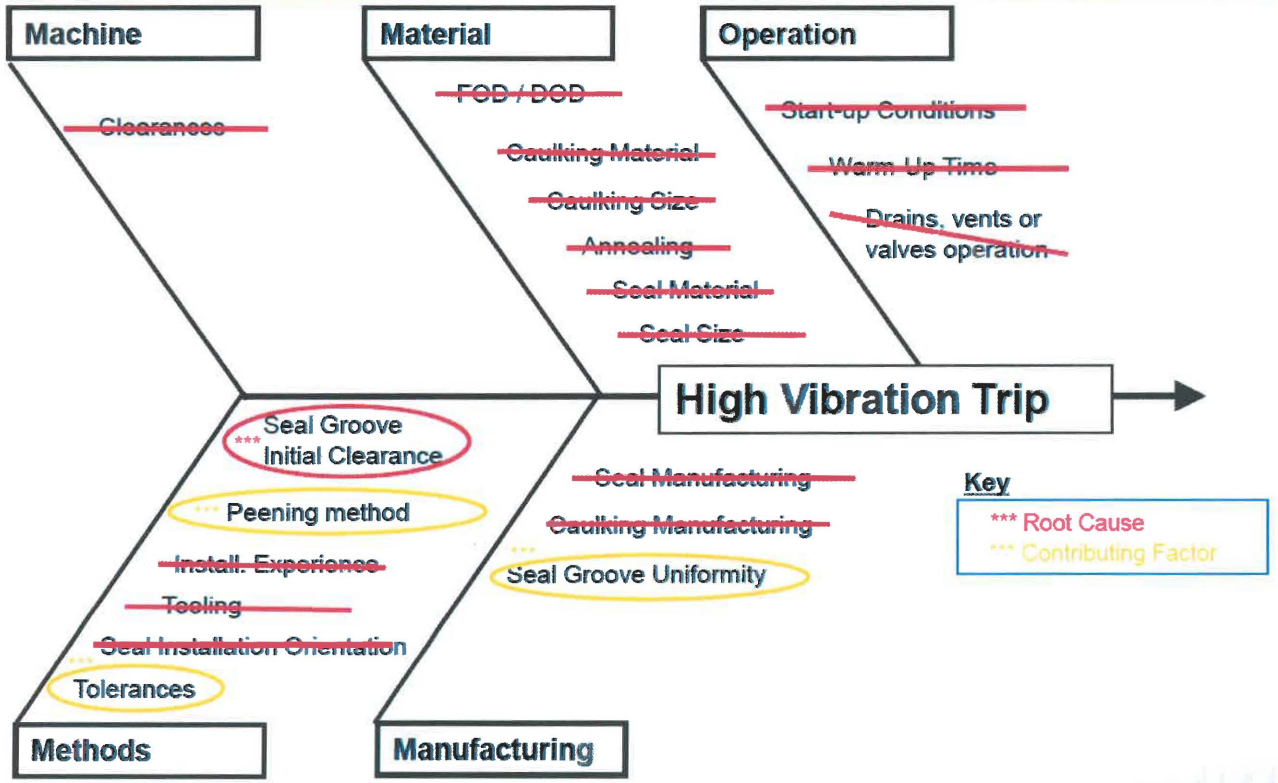
Start Up Failure and Root Cause Analysis

Start up & Unit Trip on Aug. 4th



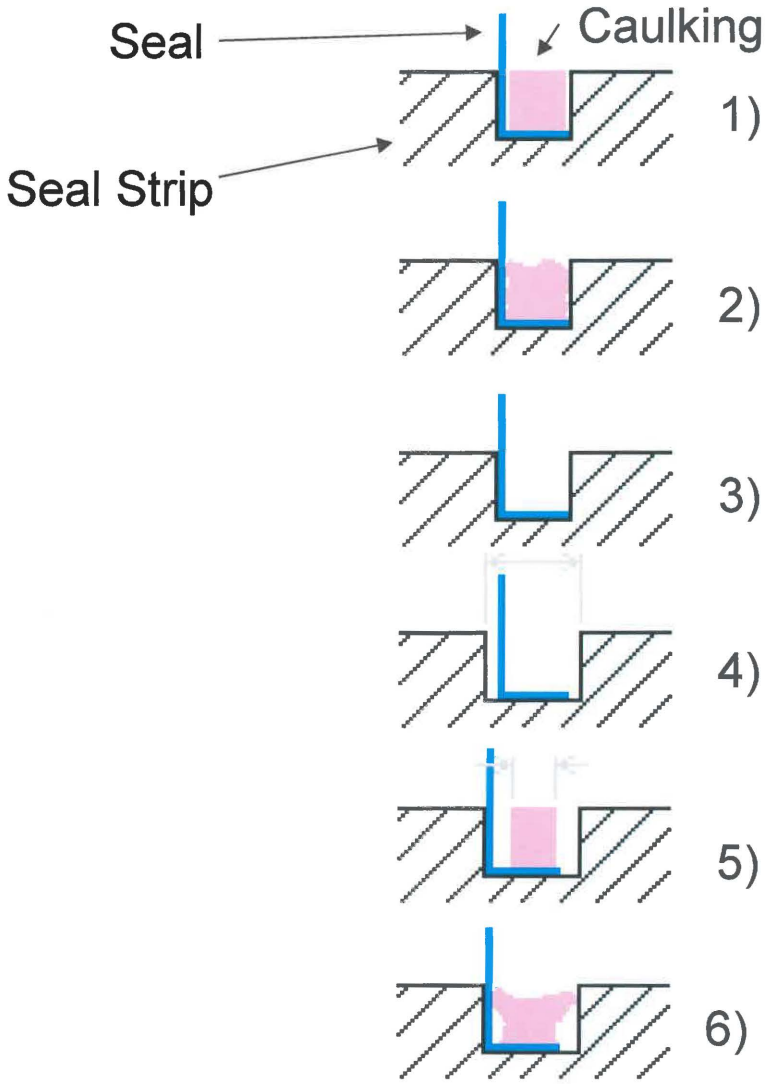
Start Up Failure and Root Cause Analysis

Fishbone



Seal Groove Initial Clearance : 0.017" COULD BE adequate, however, variation in the installation technique & tolerances allowed enough variation in various areas to allow the caulking and seal to liberate after subjected to centrifugal force. Validation will be completed this week w/NCPA witness.

Start Up Failure and Root Cause Analysis



Start Up Failure and Root Cause Analysis

- The early indications show that the failure is a result of workmanship from the contractor. Further analysis continues to support the initial indications. The contractor has agreed that most of the findings are warranty related and that most of the work will be completed at no additional cost to the Agency.

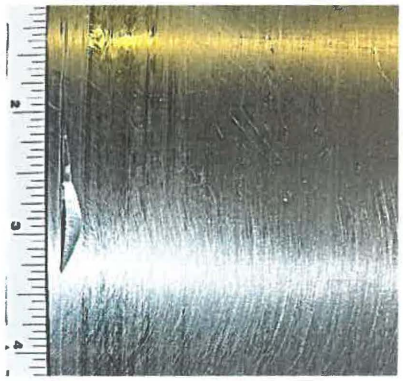
- There are some work items, such as scaffolding and confined space rescue services, that are in dispute along with other minor discoveries, such as scoring in the bearings, that have not yet been resolved. While NCPA's position is that this is all related and a result of workmanship, the contractor has not accepted responsibility for these items at this time.

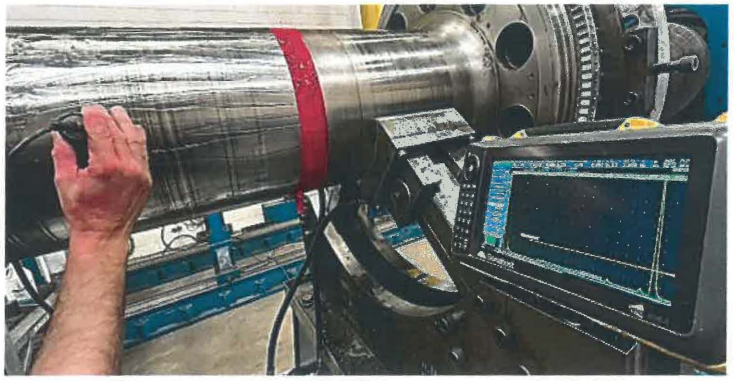
- This authorization and funding request will ensure that NCPA has the ability to keep work progressing towards completion while the funding obligations are disputed with the contractor.

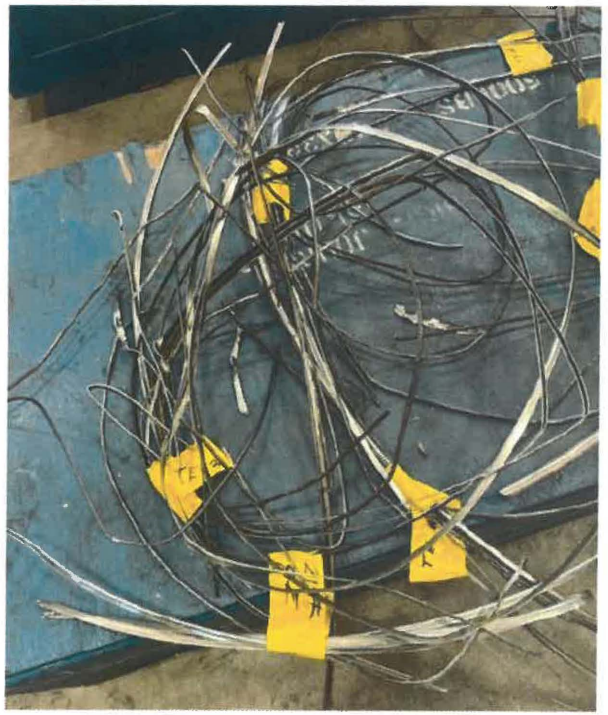
- It should be noted that NCPA has added third party engineering support to review and analyze the failure and provide support for the warranty claims; this item was not included in the original contractor scope.

U2 Repair Scope – Next Steps

- Skim cut the shingled shroud covers (Disputed)
- Journal grinding and Bearing Fitment (Disputed)
- Install new J- seals and caulking wire (Undisputed)
- Stage 2 TE Seal Machining (Disputed)
- New outage estimated date is Oct. 31st. - If no other work is identified.







U2 Outage and RCA Potential Costs

Description	Cost
Owner's Engineer Third Party Generator Vibration Investigation	$80,000
Scaffolding Services & Industrial Cleaning	$175,000
Owner's Engineer Third Party Assembly Oversite	$145,000
Inspection & repair of Unit 2 Turbine Bearings	$150,000
Confined Space Rescue Team Services	$50,000
Sub-Total	**$600,000**
Additional Contingency 20%	$150,000
Additional Funding Request	**$750,000**

Updated Fiscal Impact

Description	Cost
Unit 2 Turbine Rotor Overhaul and Generator Reset	$4,500,000
Unit 2 GSU Transformer Overhaul	$300,000
Transportation and Insurance	$100,000
Additional Balance of Plant Work	$200,000
Incidentals (scaffold, etc)	$400,000
Lakeville 230KV Line Repairs	$500,000
Contingency	$1,200,000
Additional Funding Request = Total - (Discovery work - First Amendment)	$2,200,000
Additional Funding Request = Total - (Root Cause Analysis and Warranty - Second Amendment)	**$750,000**
Revised Total Not to Exceed	**$10,150,000**

Funding of Various Amendments

Description	Cost
Geo Decommissioning Reserve	$7,200,000
Geo Maintenance Reserve	$2,950,000
New Total	**$10,150,000**

- The original $7,200,000 for the Geothermal Plant 1, Unit 2 Overhaul Project was funded from the GEO Decommissioning Reserve. Those funds were approved to be replenished by the Project Participants over a three-year period through the normal budgeting process beginning in Fiscal Year 2025.
- The First Amendment authorized an additional $2,200,000 for the project, funded from the Maintenance Reserve and to be replenished by the Project Participants over a ten-year period through the normal budget process for Fiscal Years 2025-2034.
- The Second Amendment authorized the application of Geo insurance proceeds from Claim #818701 to the Project, thus reducing the transfer from the Geo Decommissioning Reserve.
- NCPA is proposing that the additional $750,000 be funded from the Maintenance Reserve. In this case, work was planned in the steam field. This work has been completed with additional funds available to draw from.

Maintenance Reserve – Budget Impact FY2025 – FY2034

- No further collections will be needed for this work. The Maintenance Reserve account for this fiscal year and the next five-year forecast of Maintenance Reserve is detailed in the table below.

5 Year Maintenance Reserve Projections	2025	2026	2027	2028	2029
Reserve Activity					
Unit One Overhaul					(6,831,000)
Unit Two Overhaul					
Unit Four Overhaul				(6,600,000)	
Well Replacement /Workover	(1,000,000)	(2,000,000)	(2,000,000)	-	(1,500,000)
Balance of Plant Work	(500,000)	(515,000)	(530,450)	(546,364)	(562,754)
Contingent maintenance	(500,000)	(512,500)	(525,313)	(538,445)	(551,906)
Projected Requirements	(2,000,000)	(3,027,500)	(3,055,763)	(7,684,809)	(9,445,661)
Annual Funding Req*	5,332,452	5,465,763	5,602,407	5,602,407	5,742,468
Balance	6,017,615	8,455,878	11,002,523	8,920,122	5,216,928

Selection Process

- The majority of the work being performed is an undisputed warranty claim with the contractor. The contractor will continue to work and honor its obligations. Other disputed work in the machine such as bearings will be performed by the contractor so as not to create warranty confusion. Other aspects of this request are related to support services that are not performed by the contractor but others. Work by those other services will follow procurement procedures of the Agency.

Environmental Analysis

- These activities are categorically exempt under Class 1, 2, 3, 4, and 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b),15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County. No environmental review is necessary.

Recommendation

- Staff is seeking Commission Approval of the Third Amendment to Resolution 24-02 for the Geothermal Plant 1, Unit 2 Turbine Overhaul Project: 1) authorizing funding of $750,000 for a revised total not to exceed amount of $10,150,000; 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission; and 3) authorizing the $750,000 be funded from the Maintenance Reserve.

23

Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: 5034 Sunrise Blvd, Fair Oaks, Tenant Improvement Project - NCPA Dispatch and Scheduling Center Renovation

AGENDA CATEGORY: Discussion/Action

FROM:	Monty Hanks Assistant General Manager/CFO	**METHOD OF SELECTION:** Public Works Bid
Division:	Administrative Services	
Department:	General Services	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify _____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve Resolution 24-107 authorizing the General Manager to award bids, execute agreements, and issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $4,315,872. The project authorization includes:

1) Authority to the General Manager to enter into a Construction Agreement with DPR Construction for the 5034 Sunrise Blvd Tenant Improvement Project not to exceed $2,620,000; and
2) Authority to the General Manager or his designee to approve contract change orders with DPR Construction, as needed, not to exceed $262,000 (10%) to serve as a construction contingency; and
3) Award bids and purchase orders for Dispatch consoles not to exceed $350,000; and
4) Award bids and purchase orders for offices, workstations, conference room, and breakroom furniture not to exceed $150,000; and
5) Award bids and purchase orders for decommissioning of the Citrus Heights Disaster Recovery Center not to exceed $224,239; and
6) Soft costs not to exceed $75,000; and
7) Authority to the General Manager or his designee to issue purchase orders and approve project-related contingencies on an as-needed basis, not to exceed $634,633.

BACKGROUND:

In August 2022, the Agency purchased 5034 Sunrise Blvd in Fair Oaks, CA, to serve as our Disaster Recovery Center for our mission-critical, 24/7 Scheduling and Dispatch operations. The building is 7,286 sq. ft. and presents a largely open shell for three-quarters of it. It also offers NCPA members services such as flexible hoteling stations and a conference room for shared use and occupancy.

Over the last two years, the Agency has worked with Lionakis (architect) and NCPA's General Services, Information Services, and Dispatch staff on pre-design and final design documents for a public works project proposal. In July 2024, NCPA submitted to the Sacramento County Building Department an application for a building permit which included the plan review documents. A plan review is required to demonstrate compliance of drawings and specifications with the current code and design criteria.

In August 2024, NCPA released a Request for Proposal (RFP) for a Public Works Project (Bid No. AS-2402) for the Sunrise Dispatch and Scheduling Center Renovation with a guaranteed maximum price for 5034 Sunrise Blvd tenant improvements. NCPA received three proposals and selected DPR Construction, Inc as the general contractor based on being the lowest responsive bidder.

FISCAL IMPACT:

The Commission has already authorized funding resources. After the project is completed, any unspent funds will be refunded to the Members based on their contribution percentages.

The cost of the project shall not exceed $4,315,872. This includes:

1) $2,620,000 for the DPR Construction Agreement;

2) $262,000 (10%) for a construction contingency related to authorized change orders on an as-needed basis
3) $500,000 for Dispatch consoles ($350k) and furniture ($150k) for offices, workstations, conference room, and breakroom, where needed, in accordance with NCPA purchasing policies and procedures
4) $224,239 for the decommissioning of the Citrus Heights Disaster Recovery Center;
5) $75,000 for soft costs (Permits, Architect, etc)
6) $634,633 as a project contingency on an as-needed basis

The table below details collections, expenses through 8/31/2024, and remaining expenses.

Disaster Recovery Center	
Collections	
Reso 22-73 Budget Augmentation	$2,200,000
Reso 24-51 Additional Funding	$3,625,018
3rd Party Insurance Recovery	5,000
Encumbranced for Decommissioning	224,239
Total Collections	**6,054,257**
Expenses	
Building Purchase	$1,512,389
Inspections and Surveys	$11,165
Architectural & Fees	$214,831
Total Expenses to Date (8/31/2024)	**$1,738,385**
Remaining Expenses	
Construction Cost	$2,620,000
Construction Contingency (10%)	$262,000
Dispatch Consoles	$350,000
Office Furniture	$150,000
Soft Costs (Permits, Architect etc)	$75,000
Decommissioning Citrus Heights DRC	$224,239
Project Contingency (~17%)	$634,633
Total Remaining Expenses	**$4,315,872**
Ending Balance	**$0**

ENVIRONMENTAL ANALYSIS:

Planned activities will have a negligible environmental impact within the existing building, including open office space, private offices, conference, break rooms, server space, secure vestibule, and restrooms with necessary support spaces. Site improvements to the existing parking lot include grading for necessary accessible parking stalls, conversion of parking stalls for a fenced generator enclosure, and an emergency standby generator. All work is to be performed within the existing developed building and parking lot. These activities are categorically exempt from CEQA as a Class 1 Exemption 15301(a), Class 2 Exemption 15302

(d), Class 3 Exemption 15303 (c) (d) (e) and a Class 11 Exemption (State CEQA Guidelines Section 15311 (b)). The Notice of Exemption has been prepared and filed. No further CEQA action is anticipated.

SELECTION PROCESS

In August 2024, NCPA released an RFP for a Public Works Project (Bid No. AS-2402) for the Sunrise Dispatch and Scheduling Center Renovation with a guaranteed maximum price for 5034 Sunrise Blvd tenant improvements. NCPA received three proposals and selected DPR Construction, Inc. as the general contractor based on being the lowest responsive bidder.

COMMITTEE REVIEW:

On September 17, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-107
- Construction Agreement with DPR Construction, Inc.

SR: 242:24

RESOLUTION 24-107

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING 5034 SUNRISE BLVD TENANT IMPROVEMENT PROJECT

(reference Staff Report #242:24)

WHEREAS, the Agency purchased 5034 Sunrise Blvd in Fair Oaks, CA, to serve as our Disaster Recovery Center for our mission-critical, 24/7 Scheduling and Dispatch operations; and

WHEREAS, the building is 7,286 sq. ft. and presents a largely open shell for three-quarters of it which will can offer NCPA members services such as flexible hoteling stations and a conference room for shared use and occupancy; and

WHEREAS, the Agency worked with architect Lionakis and NCPA's General Services, Information Services, and Dispatch staff on pre-design and final design documents for a public works project proposal; and

WHEREAS, the Agency submitted to the Sacramento County Building Department an application for a building permit which included the plan check review documents.; and

WHEREAS, the Agency released an RFP for a Public Works Project (Bid No. AS-2402) for the Sunrise Dispatch and Scheduling Center Renovation with a guaranteed maximum price for 5034 Sunrise Blvd tenant improvements; and

WHEREAS, the Agency received three proposals and selected DPR Construction as the general contractor based on being the lowest responsive bidder; and

WHEREAS, the Agency will purchase Dispatch consoles and furniture for the offices, workstations, conference room, and breakroom, where needed, in accordance with NCPA purchasing policies and procedures to complete the tenant improvement project; and

WHEREAS, planned activities are negligible within the existing building to include open office space, private offices, conference, break rooms, server space, secure vestibule, and restrooms with necessary support spaces. Site improvements to the existing parking lot include grading for necessary accessible parking stalls, conversion of parking stalls for a fenced generator enclosure, and an emergency standby generator. All work is to be performed within the existing developed building and parking lot. These activities are categorically exempt from CEQA as a Class 1 Exemption 15301(a), Class 2 Exemption 15302 (d), Class 3 Exemption 15303 (c),(d),(e), and a Class 11 Exemption (State CEQA Guidelines Section 15311 (b)). The Notice of Exemption has been prepared and filed. No further CEQA action is anticipated; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager to award bids, execute agreements, and issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of $4,315,872. The project authorization includes:

1) Authority to the General Manager to enter into a Construction Agreement with DPR Construction for the 5034 Sunrise Blvd Tenant Improvement Project not to exceed $2,620,000; and
2) Authority to the General Manager or his designee to approve contract change orders with DPR Construction, as needed, not to exceed $262,000 (10%) to serve as a construction contingency; and
3) Award bids and purchase orders for Dispatch consoles not to exceed $350,000; and
4) Award bids and purchase orders for offices, workstations, conference room, and breakroom furniture not to exceed $150,000; and
5) Award bids and purchase orders for decommissioning of the Citrus Heights Disaster Recovery Center not to exceed $224,239; and
6) Soft costs not to exceed $75,000; and
7) Authority to the General Manager or his designee to issue purchase orders and approve project-related contingencies on an as-needed basis, not to exceed $634,633.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

CONSTRUCTION AGREEMENT

This contract ("Contract" or "Agreement") is entered into this _____ day of _____, 2024, by and between the Northern California Power Agency, a joint powers public agency organized and existing under the laws of the State of California (hereinafter referred to as "NCPA") and DPR Construction, Inc, a General Partnership with offices located at 1450 Veterans Boulevard, Redwood City, CA 94063, (hereinafter referred to as "Contractor"), collectively referred to as the "Parties"),

WHEREAS, NCPA intends to have constructed the Sunrise Dispatch and Scheduling Center Renovation located at **NCPA's Facilities in/near Fair Oaks, CA** (hereinafter referred to as the "Project"), and the work required by this Contract is an integral part of this Project, and

WHEREAS, on _____, at its regularly scheduled meeting, the NCPA Commission has approved and authorized this Project by Resolution No. _____; and

WHEREAS, both Parties have a desire to perform the work described herein;

NOW THEREFORE, IT IS AGREED THAT:

Section 1. SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform and complete, in a good workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and in strict accordance with the Contract Documents (as defined below), including without limitation the drawings and technical specifications and plans included therein, the Work of:

Northern California Power Agency
Project Description: Sunrise Dispatch and Scheduling Center Renovation
NCPA Bid No.: AS-2402

It is understood and agreed that such tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals shall be furnished, and the Work performed and completed, in accordance with the Contract Documents and subject to the approval of NCPA and NCPA's duly authorized representatives.

Section 2. TIME OF COMPLETION; LIQUIDATED DAMAGES

Contractor hereby agrees to commence the Work within 10 calendar days from the date of NCPA's "Notice to Proceed," and to diligently prosecute the same to completion within **one hundred and sixty-nine (169)** consecutive calendar days commencing after the date of NCPA's Notice to Proceed. Contractor shall complete the work no later than March 31, 2025, except as adjusted by any subsequent change order. Time is of the essence in this Agreement.

This Contract is being awarded in reliance upon the completion date set forth in the Contract Documents and the dates established by schedules set forth and released by NCPA. NCPA will

hold the Contractor responsible and accountable for all damages suffered by NCPA as a consequence of the Contractor's failure to meet the schedule dates, or to complete the work at the time specified, except for such excusable delays as listed in the Contract Documents.

It is agreed by the parties to this Agreement that in the case in which portion of the work called for under Contract Documents are not completed within the times specified, damages will be sustained by NCPA, and it is and will be impractical and extremely difficult to ascertain the actual damages which NCPA will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor shall pay to NCPA the sums stipulated for delays in finishing the work beyond the times of completion specified; and the Contractor agrees to pay these liquidated damages, and further agrees that NCPA may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract Documents. If such moneys are insufficient, the Contractor or its surety or sureties shall pay to NCPA any deficiency within thirty (30) days of invoice submittal by NCPA.

Liquidated damages in the amount of $250 per day for each day of delay shall be imposed on Contractor.

Section 3. CONTRACT PRICE

NCPA will pay Contractor in current funds as full consideration for the full and complete performance of this Agreement the sum of:
Two Million, Six Hundred and Twenty Thousand Dollars ($2,620,000), being Contractor's bid amount, subject to subsequent contract change order(s), for furnishing all materials and for doing all the Work contemplated under this Agreement; for all loss or damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work, until the Work is accepted by the NCPA; for all expenses incurred by or in consequences of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, the whole thereof, in the manner and in accordance with the Contract Documents therefore and the requirements of NCPA under them.

Section 4. BONDS

Prior to execution of this Agreement, Contractor shall obtain a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Payment (Labor and Materials) Bond, and a ten percent (10%) Maintenance Bond each in the form included in the Contract Documents.

Section 5. INSURANCE

Before beginning any work under this Contract, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims that may arise from or in connection with the performance of the work hereunder by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall maintain the insurance policies required by this section throughout the term of this Contract. The cost of such insurance shall be included in the Contractor's price. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to NCPA. Verification of the Contractor's required insurance shall be submitted and made part of this Contract prior to execution. The existence of insurance shall not relieve or decrease the liability of Contractor under the Contract Documents.

5.1. **Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars ($1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of NCPA. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against NCPA and its officers, officials, employees, and volunteers for loss arising from work performed under this Contract.

5.2. **Commercial General Insurance.**

5.2.1. **General requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Contract in an amount not less than one million dollars ($1,000,000) and two million dollars ($2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily injury, personal injury, including death resulting therefrom, completed operations and products liability; broad form property damage liability; coverage for the XCU hazards of explosion, collapse, and underground, and contractual liability as to the obligations assumed by the Contractor under the Contract Documents.

5.2.2. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (current edition) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.

5.3 **Automobile Liability Insurance.**

5.3.1. **General requirements.** Contractor, at its own cost and expense, shall maintain automobile liability insurance for the term of this Contract in an amount not less than one million dollars ($1,000,000) and two million dollars ($2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

5.3.2. **Minimum scope of coverage.** Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (current edition) symbol 1. No endorsement shall be attached limiting the coverage.

5.4 All Policies Requirements.

5.4.1. **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.

5.4.2. **Verification of Coverage.** Prior to beginning any work under this Contract, Contractor shall furnish NCPA with endorsements (as to insurance referenced in Sections 5.2, 5.3 and 5.5) and certificates, with complete certified copies of all policies (if requested by NCPA), evidencing to NCPA's reasonable satisfaction, compliance with Section 5 herein. All endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

5.4.3. **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice of any material changes to the insurance specified herein, including suspension, cancellation, termination, limitation, reduction in scope or amount. NCPA's receipt of such notice shall not constitute NCPA's acceptance of such material change.

5.4.4. **Additional Insured; Primary Insurance.** An endorsement at least as broad as Insurance Services Office form number CG 20 10 (current edition) shall be attached to policies referenced in Sections 5.2, 5.3 and 5.5, stating that NCPA and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to such policies. The coverage shall contain no special limitations on the scope of protection afforded to NCPA or its officers, employees, agents, or volunteers.

Each endorsement shall state that coverage is primary insurance with respect to NCPA and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by NCPA shall be called upon to contribute to a loss under the coverage.

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

5.4.6. **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of NCPA for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Contract.

During the period covered by this Contract, only upon the prior express written authorization of NCPA, Contractor may increase such deductibles or self-insured retentions with respect to NCPA, its officers, employees, agents, and volunteers. NCPA may condition approval of an increase in deductible or self-insured

retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

5.4.7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.4.8. Variation. NCPA may approve a variation in writing in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that NCPA's interests are otherwise fully protected.

5.4.9 Reporting. The endorsements shall also specify that any failure or delay to comply with reporting or other provisions of the policies shall not affect coverage provided to NCPA, its officers, officials, employees, agents or volunteers.

5.4.10 Occurrence-basis for Coverage. The endorsements shall also specify that coverage is on an occurrence or an accident basis, and not on a claims-made basis.

5.5 Builder's Risk. Contractor shall obtain and maintain at its own expense a builder's risk and fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy shall name NCPA and the Contractor as insureds. This insurance shall be in the amount of 100% of the Contract Price, and may be increased at NCPA's request to reflect change orders. In the event of partial or total destruction by fire of any or all of the Work at any time prior to completion and NCPA's acceptance of the Work, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's sole cost and expense and at no cost to NCPA.

5.6 Remedies. In addition to any other remedies NCPA may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, NCPA may, at its sole option exercise any of the following remedies, which are alternatives to other remedies NCPA may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;
- Order Contractor to stop work under this Contract or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Contract.

Section 6. INDEPENDENT CONTRACTOR

6.1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of NCPA. NCPA shall not

have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Notwithstanding any other NCPA, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Contract 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 NCPA, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of NCPA and entitlement to any contribution to be paid by NCPA for employer contributions and/or employee contributions for PERS benefits.

6.2. **Contractor Not Agent.** Except as NCPA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of NCPA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind NCPA to any obligation whatsoever.

Section 7. REGISTRATION

During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors, who are subject to Public Contract Code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5

Section 8. LAW, VENUE, AND CONFLICTS OF INTEREST

8.1. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the provisions of the Contract Documents, including this Agreement, shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine.

8.2. The duties and obligations of the parties created hereunder are performable in Placer County and in that County where the NCPA Project is located. Either Placer County or the County where the Project Facility is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

8.3. Contractor may serve other clients, but none whose activities within the corporate limits of NCPA or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Sections 81000 *et seq.*

8.4. Contractor shall not employ any NCPA official in the work performed pursuant to this Contract. No officer or employee of NCPA shall have any financial interest in this Contract that would violate Government Code Sections 1090 *et seq.*

8.5. Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of NCPA. If Contractor was an employee, agent, appointee, or official of NCPA in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Contract. Contractor understands that, if this Contract is made in violation of Government Code Sections 1090 *et seq.*, the entire Contract is void and Contractor will

not be entitled to any compensation for services performed pursuant to this Contract, including reimbursement of expenses, and Contractor will be required to reimburse NCPA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Section 9. CHANGE ORDERS

It is agreed that the Project Manager is the sole person authorized to execute change orders necessary to the prosecution of the Work, unless NCPA otherwise notifies Contractor in writing.

Section 10. EXTRA WORK

Contractor hereby agrees that it will not proceed with any extra work unless it has been authorized in writing to do so by the Project Manager prior to the commencement of such extra work.

Section 11. PROGRESS PAYMENTS

11.1 The Contractor shall submit to NCPA's designated representative at least 10 days before the first and/or third Monday of the month, for NCPA's approval, a request for payment. Each progress payment to the Contractor by NCPA shall be in payment for only that work performed by the Contractor during the period immediately preceding the Contractor's current request for payment.

11.2 If requested by NCPA, the Contractor shall submit time sheets to NCPA daily for approval and signature. The daily time sheets shall clearly delineate the number of worker-hours and equipment hours worked in each given area of work. If NCPA makes this request, then only those time sheets signed by NCPA will be honored for payment.

11.3 Each request for payment submitted by the Contractor shall include backup documentation in support of all quantities and costs for which payment is requested, including but not limited to all material invoices, subcontractor/vendor statements of quantities and/or services provided, equipment rental invoices and signed daily time sheets.

11.4 Work performed at the request of NCPA, which is outside the scope of work and unit prices as defined in these Contract Documents, shall be itemized separately, with back-up documentation attached, and the total cost figures for the work shall be entered on the billing form under "Other Work". Work itemization with back-up shall be submitted with the Contractor's request for payment.

11.5 Subject to Section 12 of the General Conditions, after approval by NCPA, progress payments will be made to the Contractor in the amount of ninety five percent (95%) of the approved billing. Progress payments will be made within 30 days after NCPA receives the Contractor's Request for Payment. NCPA's Progress Payment shall not constitute approval or acceptance of the Work performed.

Section 12. FINAL PAYMENT

12.1 Final payment will not be made to the Contractor until it has furnished evidence satisfactory to NCPA, of the Contractor's payment or provision for payment of all bills for material, labor, services, etc., incurred in connection with the performance of the Work; and at NCPA's option the written consent of the Contractor's surety to release final payment.

12.2 Final payment will further be contingent on approval of, and acknowledgment by, NCPA that the Contractor has completed all tasks and complied with all conditions of the Contract Documents. Upon approval by NCPA, the final payment will be made to the Contractor. NCPA may withhold from final payment, to the extent allowed by applicable law, amounts which in NCPA's opinion are determined to be reasonable and necessary to provide security against any losses, damages, expense, and liability covered by the Indemnification provision in the Contract Documents, and claims filed or reasonable evidence indicating probably filing of claims, damages to NCPA or third parties, liquidated damages, or other lawful bases for withholding final payment.

12.3 Final payment by NCPA, and acceptance of it by the Contractor, shall not constitute a waiver by NCPA, to any rights with respect to the Contractor's continuing obligations under the Contract Documents.

Section 13. DISPUTES

13.1. All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Contract, or changes therein, or extra work in connection therewith, shall be submitted in writing to NCPA. NCPA will then make the final decision, which when made in writing shall be final and conclusive on the parties hereto.

13.2. Prior to initiating litigation in a court of competent jurisdiction, both Contractor and NCPA shall undergo alternative dispute procedures as outlined in Public Contract Code Sections 20104 *et seq*. The parties also expressly agree that the Alternative Dispute Resolution procedures outlined in Public Contract Code Sections 20104 *et seq*. shall apply to all claims, including those that exceed $375,000, and that such procedures are incorporated as though fully set forth in this Contract.

13.3 Notwithstanding Sections 13.1 and 13.2, procedures for the Contractor to make claims for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by NCPA of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled, or (3) the payment of an amount disputed by NCPA are set forth in Section 10.03 of the General Conditions.

Section 14. PREVAILING WAGES

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per

diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, NCPA has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold NCPA harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Section 15. GUARANTEE OF WORK

Contractor hereby agrees that it will post a Maintenance Bond in the form included in the Contract Documents after final inspection by NCPA and completion of required corrections and/or repairs. Such Maintenance Bond shall guarantee Contractor's work for the period of one year after the date of recording of NCPA's Notice of Completion of the Work.

Section 16. RELEASE

Upon payment of undisputed amounts under this Agreement and if requested by NCPA, Contractor shall execute a Release in the form provided by NCPA. Such Release shall not apply to disputed contract claims in amounts specifically excluded by Contractor from the operation of the Release.

Section 17. BINDING AGREEMENT; ASSIGNMENT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and NCPA and their respective successors and permitted assigns.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of all sureties on all bonds required by this agreement, including but not limited to the Payment (Labor and Materials) Bond, and NCPA.

Section 18. CONTRACT DOCUMENTS

The full, complete and exclusive contract between the parties hereto shall consist of the following identified documents (the "**Contract Documents**"): (1) The "**Bid Documents**," consisting of the Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Bid Form, Bid Bond, Designation of Subcontractors, Non-Collusion Declaration, Agreement, Workers' Compensation Insurance Certification, Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement for Security Deposits in Lieu of Retention, General Conditions, Supplementary Conditions, and Technical Specifications and Plans, if any, and any Addenda, and (2) any Change Orders, Field Orders, or NCPA's directives issued pursuant to and in accordance with this Agreement.

Section 19. INDEMNIFICATION AND ATTORNEY'S FEES

Contractor shall at its own cost, defend, hold harmless, and indemnify NCPA, its governing board, officials, commission members, officers, directors, employees, agents, and successors in interest ("Indemnitees") from and against any and all liability, damages, losses, claims, demands, actions, costs including attorney's fees and expenses ("Liabilities"), on account of injury to or death of persons or damage to any property (including property of NCPA) or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement, and Contractor will reimburse Indemnitees for all Liabilities incurred by Indemnitees in consequence of any claims, demands, and causes of action which may be brought against Indemnitees arising out of the performance by the Contractor of this Agreement. However, notwithstanding, nothing in this section or the Contract Documents generally shall be construed to require the Contractor to indemnify the Indemnitees for their sole negligence, willful misconduct, or for defects in design furnished by Indemnitees. This section and the Contract Documents shall be construed consistent with Civil Code section 2782 so as to provide the maximum indemnification permitted by applicable law to Indemnitees.

This indemnification shall be in addition to any other indemnification provisions contained in the Contract Documents.

Section 20. NO IMPLIED WAIVER OF BREACH

The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of this Contract.

Section 21. SUCCESSORS AND ASSIGNS

The provisions of this Contract shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

Section 22. USE OF RECYCLED PRODUCTS

Contractor shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

Section 23. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Contract. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Contract, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the immediately foregoing paragraph, verbatim, of this Subsection in any subcontract approved by the Contract Administrator or this Contract.

Contractor shall indemnify, defend, and hold harmless NCPA with respect to any alleged violation of this Section.

Section 24. ENTIRE AGREEMENT

The Contract Documents constitute the entire Agreement between the parties, and supersede any prior agreement between the parties, oral or written, including NCPA's award of the contract to Contractor, unless such agreement is expressly incorporated herein. NCPA makes no representations or warranties, express or implied, not specified in the Contract Documents.

Section 25. EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

Section 26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

Section 27. SEVERABILITY

If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 28. AMENDMENTS

The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Section 29. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, to an officer or director of the corporation, or to a manager of the LLC for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

Any written notice to Contractor shall be sent to:

DPR Construction, Inc.
Nils Blomquist, Sacramento Business Unit Leader
1801 J. Street, Suite 200
Sacramento, CA 95811

Any written notice to NCPA shall be sent to:

Northern California Power Agency
Attn: Jonathan Ashcraft, Project Manager
651 Commerce Drive
Roseville, CA 95678

and

Northern California Power Agency
Attn: Randy S. Howard, General Manager
651 Commerce Drive
Roseville, CA 95678

With a copy to:
Jane E. Luckhardt
General Counsel
651 Commerce Drive
Roseville, CA 95678

Section 30. TERMINATION OF AGREEMENT

NCPA may terminate the Agreement as provided in the Contract Documents. The Contractor shall receive payment for all work performed to the date of termination in accordance with the provisions of the Contract Documents.

Section 31. MONITORING BY DEPARTMENT OF INDUSTRIAL RELATIONS

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the Northern California Power Agency has authorized the execution of this Agreement by its General Manager has caused this Agreement to be duly executed.

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

By_____
RANDY S. HOWARD, General Manager

ATTEST

By_____
Assistant Secretary of the Commission

APPROVED AS TO FORM

By_____
Jane E. Luckhardt
General Counsel

CONTRACTOR:

_____
(Name - Type or Print)

By _____
Signature (if a partnership, all partners must sign)

_____
Official Title

_____
Business Address

_____
License No./Classification/Expiration Date

CORPORATE CERTIFICATE

I, _____, hereby certify that I am the Secretary of the Corporation named as Contractor in the foregoing Agreement; that
who signed the Agreement on behalf of the Contractor, was then
of such Corporation; that the Agreement was duly signed for and in behalf of such Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

5034 Sunrise Blvd Tenant Improvement Project - NCPA Dispatch and Scheduling Center Renovation (aka NCPA Disaster Recovery Center)

Monty Hanks
Jonathan Ashcraft
September 2024

5034 Sunrise Blvd

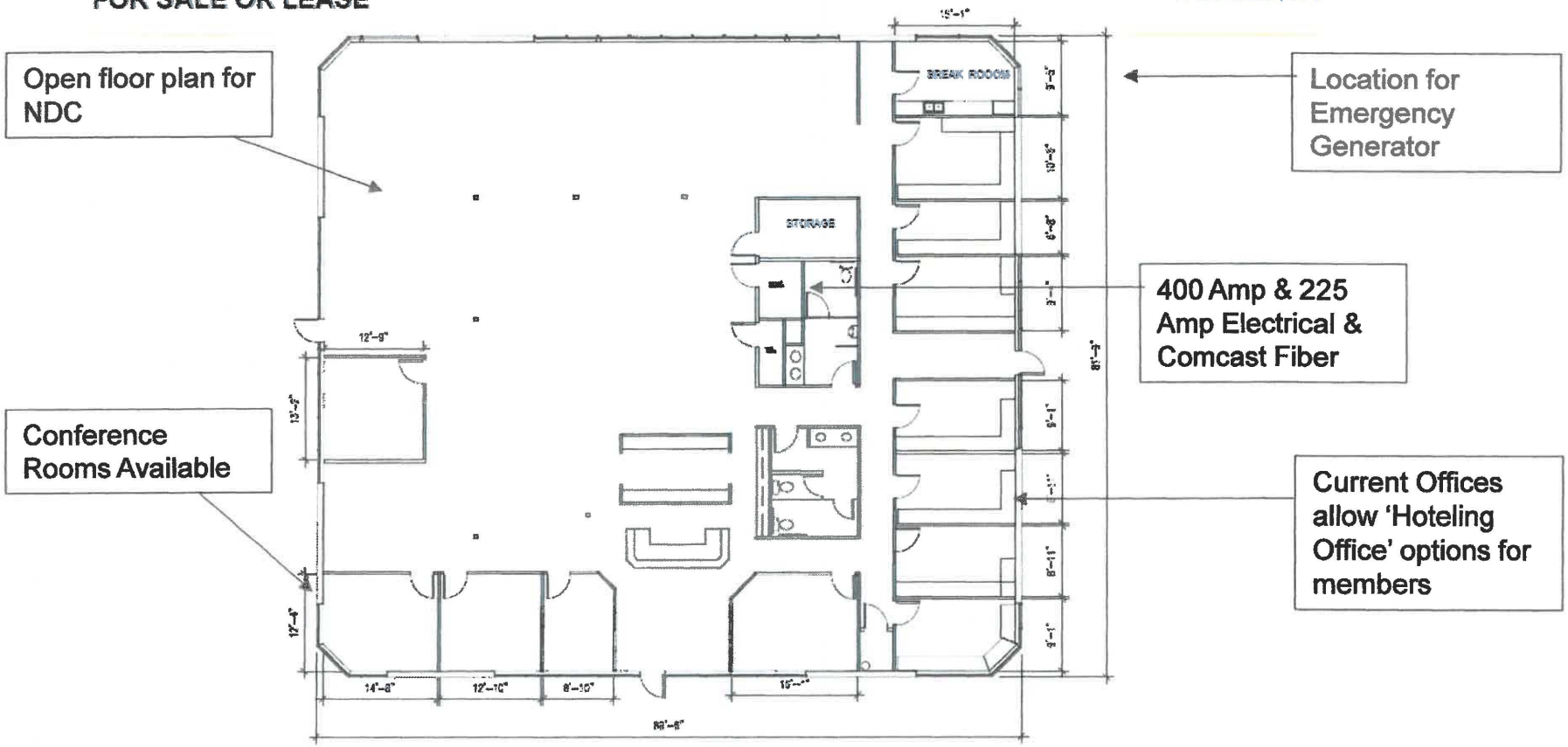


- The owner of the current DRC leased building intends to occupy it for their use; forcing us to vacate
- Purchased August 2022 for $1.5m ($2.2m cash funded by members)
- 7,286 sf building in Fair Oaks (~7 miles from HQ)
- Provide business continuity for Dispatch & Scheduling (and other core services) in the event of an extended disruption at HQ

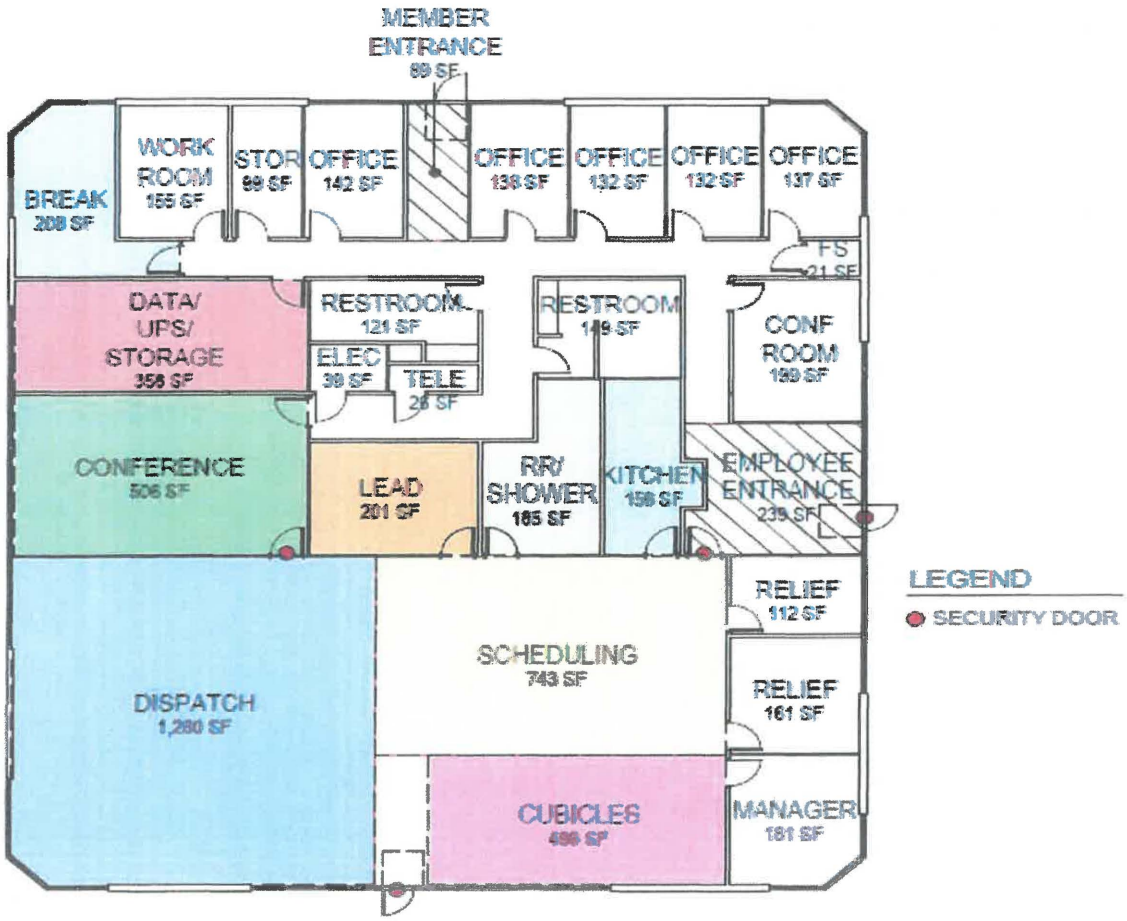
5034 Sunrise Blvd

OFFICE BUILDING WITH RETAIL EXPOSURE
FOR SALE OR LEASE

5034 SUNRISE BLVD
FAIR OAKS, CA



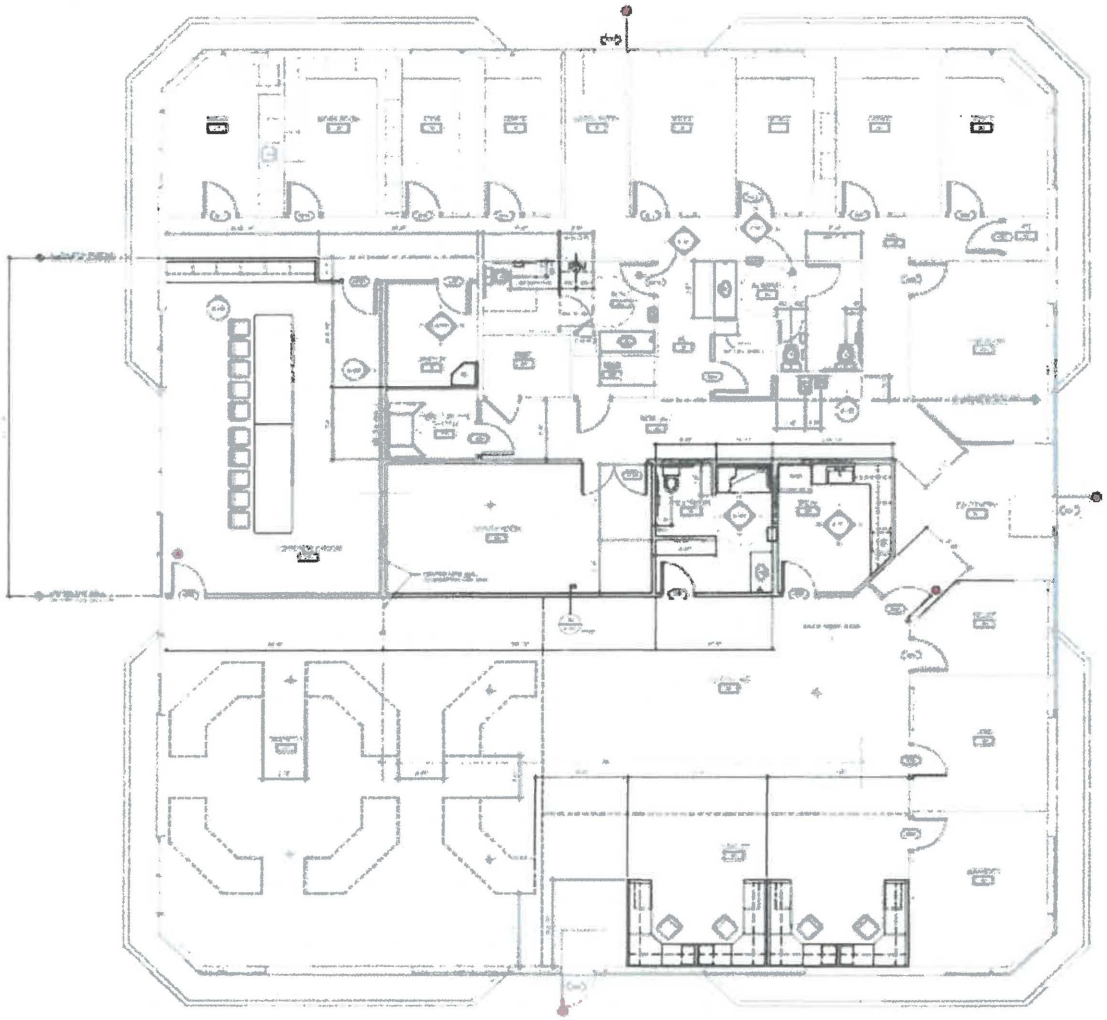
5034 Sunrise Blvd



- Site Requirements
  - Generator / UPS
  - ADA
  - EV charging considerations
  - Conference room
  - Server Room / Storage Room
  - Division of user groups
    - Multiple entries
    - Separate bathroom/breakroom
  - Control Center
  - CPTED protections
  - NERC Medium-Impact compliance
- Engaged with an architect for design and construction plans

NCPA NORTHERN CALIFORNIA POWER AGENCY

5034 Sunrise Blvd



Project Background

- Published the Public Works Project bid package on Aug. 8th
- Mandatory bid meeting on Aug. 16th
  - Four contractors in attendance
    - DPR, Unger, Roebbelen, and YanCon.
  - All four contractors remained engaged throughout the bidding process submitting RFI's and engaging with their sub-contractors.
- Bid packages were due and opened on Sept. 9th
- Three bids were received but one was deemed non-responsive
  - DPR Construction Inc. deemed the lowest, responsive bidder

Fiscal Impact

- The cost of the project shall not exceed $4,315,872. This includes:
  - $2,620,000 for the DPR Construction Agreement; and
  - $262,000 (10%) for construction contingency related to authorized change orders on an as-needed basis; and
  - $500,000 for Dispatch consoles ($350k) and furniture ($150k) for offices, workstations, the conference room, and the breakroom, where needed, following NCPA's purchasing policies and procedures; and
  - $224,239 for the decommissioning of the Citrus Heights Disaster Recovery Center; and
  - $75,000 for soft costs (permits, architect, etc.); and
  - $634,633 for project contingencies

Fiscal Impact

Disaster Recovery Center	
Collections	
Reso 22-73 Budget Augmentation	$2,200,000
Reso 24-51 Additional Funding	$3,625,018
3rd Party Insurance Recovery	5,000
Encumbranced for Decommissioning	224,239
Total Collections	**6,054,257**
Expenses	
Building Purchase	$1,512,389
Inspections and Surveys	$11,165
Architectural & Fees	$214,831
Total Expenses to Date (8/31/2024)	**$1,738,385**
Remaining Expenses	
Construction Cost	$2,620,000
Construction Contingency (10%)	$262,000
Dispatch Consoles	$350,000
Office Furniture	$150,000
Soft Costs (Permits, Architect etc)	$75,000
Decommissioning Citrus Heights DRC	$224,239
Project Contingency (~17%)	$634,633
Total Remaining Expenses	**$4,315,872**
Ending Balance	**$0**

Environmental Review

- Planned activities will have a negligible environmental impact within the existing building, including open office space, private offices, conference, breakroom, server space, secure vestibule, and restrooms with necessary support spaces. Site improvements to the existing parking lot include grading for necessary accessible parking stalls, conversion of parking stalls for a fenced generator enclosure, and an emergency standby generator. All work is to be performed within the existing developed building and parking lot. These activities are categorically exempt from CEQA as a Class 1 Exemption 15301(a), Class 2 Exemption 15302 (d), Class 3 Exemption 15303 (c),(d),(e) and a Class 11 Exemption (State CEQA Guidelines Section 15311 (b)). The Notice of Exemption has been prepared and filed. No further CEQA action is anticipated.

Project Schedule

- Notice of Intent to Award on Sept. 30th
- Notice to Proceed around Oct. 4th
  - DPR will have 10 days to begin
- Clear Plan check around Oct. 8th
  - A few remaining items we are waiting on
- Construction timeline Oct 14th – March 31st
  - Contract time is ~169 consecutive calendar days from the start date
  - Change orders could push the expected completion date
  - Generator completion may be slightly delayed due to supply chain issues
- Begin decommissioning efforts in February/March 2025
  - Minimize DRC disruption of services during the transfer and validation, estimated to be 5 business days

Recommendation

- The Commission approves Resolution 24-107 authorizing the General Manager to award bids, execute agreements, and issue purchase orders for the Project, not to exceed $4,315,872. The authorization includes:

1) Authority to enter into a Construction Agreement with DPR Construction, Inc. for the 5034 Sunrise Blvd Tenant Improvement Project (NTE: $2,620,000);
2) Authority to approve contract change orders with DPR Construction, Inc., (NTE: 10% or $262,000);
3) Award bids and purchase orders for Dispatch consoles and furniture for offices, workstations, the conference room, and breakroom (NTE: $500,000); and
4) Award bids and purchase orders for the decommissioning of the Citrus Heights Disaster Recovery Center (NTE: $224,239); and
5) Issue purchase orders related to soft costs (NTE: $75,000);
6) Authority to approve project-related contingencies (NTE: $634,633)

Commission Staff Report

COMMISSION MEETING DATE: September 27, 2024

SUBJECT: Resolution Commending Jerry Serventi

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Howard	**METHOD OF SELECTION:**
	General Manager	N/A
Division:	Executive Services	
Department:	General Manager	

24. ***Resolution No. 24-108, Approval of Resolution Commending Jerry Serventi*** – adopt resolution by all members commending Jerry Serventi.

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NORTHERN CALIFORNIA POWER AGENCY

Lodi Hydrogen Center
Economic Considerations

Michael DeBortoli
Assistant General Manager
September 27, 2024

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Strategy

- Traditional economic models don't work
  - We are not a IPP or an Oil & Gas in need of profit
- Evaluate differently
  - Obligation to serve
  - Obligation to decarbonize
  - All are costly, seek out least painful alternative
  - Consider cost components
    - Fixed Cost (physical capability)
    - Variable Costs (if it was there, would we use it)

Assumptions

LHC	
(this assumes only solar power used as feedstock)	
Hydrogen kg/yr	4,783,713
Hydrogen mmBTU/yr	643,409
Hours Per Year	3,285
Variable Costs Per Year ($)	315,000
Variable Costs ($/MWHr)	5
LEC	
LEC Heat Rate BTU/KWHr	6,950
Electricity by Hydrogen (MWHr)	92,577
Capacity (MW)	137

Assumptions

Gas Price (Based on actuals on noted dates)	7/31/2024
Fuel Price (citigate, $/mmBTU)	3.155
Transportation ($/mmBTU)	2.199
Greenhouse Gas Cost ($/mmBTU)	1.830
Total Cost Gas	7.184

Efficiency

Process Efficiency	Hydrogen	BESS
Electrical Power In	1 MWHr	Roundtrip Efficiency at the Utility Meter
Electrical Power Out	0.33 MWHr	41% to 69%

Fixed Cost – LHC Planned Budget

- Capital Cost $225M
- Grant $35M
- Finance Cost 10%
- Finance rate 4.25%
- Term 20 Years

	Proposed LHC Budget
Routine Fixed Costs	
Fixed	5,322,000
Administration	200,172
Mandatory Costs	264,000
Inventory	500,000
Total Routine Fixed Costs (without labor)	**6,286,172**
Labor	3,567,244
Non-Variable Routine Total	**9,853,416**
Total Routine O&M Costs	**9,853,416**
Other Costs	
Debt Service	16,000,000
Insurance	720,000
Other Costs	84,000
Generation Services Shared	144,000
Administrative & General	845,976
Power Management Allocated Costs	724,992
Total Other Costs	18,518,968
Total O&M Costs	**28,372,384**
Projects	
Operations & Maintenance	1,202,712
Capital	48,000
Maintenance Reserve	1,749,060
Total Projects Costs	**2,999,772**
Annual Budget Cost	**31,372,156**

Physical Capability of LEC

- With 45% blend, expected carbon-free renewable capability of LEC will be the following:
  - 92,577 MWH per year
  - 137 MW of capacity at 45% blend

Equivalent Physical Capability Project

Alternative Analysis

- 500 MW Solar
- Six 137 MW / 4Hr banks of BESS

Costs of Alternative Project

500MW Solar / 6x137x4 BESS

- Build It
  - BESS = $1,785/kW
  - Solar=$1,170/kW
  - Total Cost $2B or $115M / year (20Y, 4.25%, 30%ITC)
  - Does not include land, >2,900 acres
  - Does not include any fixed cost, ie, labor, Maintenance
- Buy It
  - $56/MWHr + $15/kW-Mo
  - Solar $78M + $25M per year cost
  - Total Annual Cost $103M

Summary Annual Cost

	Annual Cost
Hydrogen	$32M
Build-it Solar+BESS	$115M
Buy-it Solar+BESS	$103M

- Next Step: If hydrogen is selected, would you actual be able to operate it?

Variable Cost to make Hydrogen

Worst Case Scenario

	Price 1	Price 2	Price 3
Electricity (assumed contract rate $/MWHr)	1.16	46	56
Transmission Access Charge ($/MWHr)	11	11	11
REC Benefit ($/MWHr)	0	0	0
Variable OM ($/MWHr)	5	5	5
Conversion Rate (kg/MWHr)	17.08	17.08	17.08
45V Credit ($/kg)	0	0	0
Cost of Fuel ($/kg)*	1.00	3.63	4.21
Cost of Fuel ($/mmBTU)*	7.43	26.95	31.31
Cost of Fuel ($/MWHr)*	51.67	187.32	217.57

*Includes TAC, does not include any other incentives

Cost of Natural Gas ($/mmBTU)	7.18

Factors Affecting Cost of H2

Impact of 45V on Fuel Cost

45V is to provide up to $3/kg for hydrogen production

	Earning Rate		
	$1/kg	$2/kg	$3/kg
Benefit in $/mmBTU	7.43	14.87	22.30
Benefit in $/MWHr	51.67	103.35	155.02

Factors Affecting Cost of H2

Impact of TAC on Operation

LHC is connected to the HV system, TAC is $11/MWHr

	Rate $/MWHr
	11
Cost in $/kg	0.64
Cost in $/mmBTU	4.79
Cost in $/MWHr	33.28

Factors Affecting Cost of H2

Impact of Allowing REC on Operation

Assumes contract for Solar Power, REC delivered to LHC
LHS does not need to retire the REC because the energy is store, losses apply
REC follows stored gas to turbine, therefore the electricity

	REC Values($/MWHr)		
Solar Power Purchased	30.00	50.00	70.00
Gas Turbine Power Delivered	9.91	16.52	23.13

Variable Cost to make Hydrogen
Scenario 1: 45V Rule Favorable

	Price 1	Price 2	Price 3
Electricity (assumed contract rate $/MWHr)	52.40	46	56
Transmission Access Charge ($/MWHr)	11	11	11
REC Benefit ($/MWHr)	0	0	0
Variable OM ($/MWHr)	5	5	5
Conversion Rate (kg/MWHr)	17.08	17.08	17.08
45V Credit ($/kg)	3	3	3
Cost of Fuel ($/kg)*	1.00	0.63	1.21
Cost of Fuel ($/mmBTU)*	7.43	4.65	9.00
Cost of Fuel ($/MWHr)*	51.67	32.30	62.56

*Includes TAC, does not include REC

Cost of Natural Gas ($/mmBTU)	7.18
Cost of Fuel ($/MWHr)	49.93

Variable Cost to make Hydrogen
Scenario 2: 45V Rule Favorable, No TAC

	Price 1	Price 2	Price 3
Electricity (assumed contract rate $/MWHr)	63.40	46	56
Transmission Access Charge ($/MWHr)	0	0	0
REC Benefit ($/MWHr)	0	0	0
Variable OM ($/MWHr)	5	5	5
Conversion Rate (kg/MWHr)	17.08	17.08	17.08
45V Credit ($/kg)	3	3	3
Cost of Fuel ($/kg)*	1.00	-0.02	0.57
Cost of Fuel ($/mmBTU)*	7.43	-0.14	4.21
Cost of Fuel ($/MWHr)*	51.67	-0.98	29.28

*does not include REC

Cost of Natural Gas ($/mmBTU)	7.18
Cost of Fuel ($/MWHr)	49.93

Variable Cost to make Hydrogen

Scenario 3: 45V Rule Favorable, No TAC, Favorable REC

	Price 1	Price 2	Price 3
Electricity (assumed contract rate $/MWHr)	79.92	46	56
Transmission Access Charge ($/MWHr)	0	0	0
REC Benefit ($/MWHr)	-16.52	-16.52	-16.52
Variable OM ($/MWHr)	5	5	5
Conversion Rate (kg/MWHr)	17.08	17.08	17.08
45V Credit ($/kg)	3	3	3
Cost of Fuel ($/kg)*	1.00	-0.99	-0.40
Cost of Fuel ($/mmBTU)*	7.43	-7.33	-2.98
Cost of Fuel ($/MWHr)*	51.67	-50.95	-20.70

*All potential benefits applied

Cost of Natural Gas ($/mmBTU)	7.18
Cost of Fuel ($/MWHr)	49.93

Reliability of system

- Cannot do solar only
  - Too much, many and more are getting curtailed
  - Battery recycling, the other nightmare
- Inverter resources do not provide inertia
- CEC states gas turbines are going to be required for the grid even after 2045

Summary

- Some political rules need to be worked out for variable cost, rulings in favor, Hydrogen can be produced at lower cost than natural gas.
- Hydrogen fixed costs is substantially lower than equivalent solar + battery
- Solar will continue to feel strain and curtailments until we can get storage under control
- Gas turbines essential for reliability

Afterwards

BESS End-of-Life Consideration

- 10.5B kg worldwide battery recycle per year in 2040
- DOE estimates of emissions for recycling technologies

	Pyro	Hydro
Cost per kg cell recycled	$	$
Energy use in MJ per kg cell recycled		
Total Energy	15.959	20.987
Water use in gallon	5.3	0.5
Total Emissions in g per kg cell recycled		
VOC	0.342	0.333
CO	1.688	1.439
NOx	5.478	2.700
PM10	0.248	0.228
PM2.5	0.208	0.207
SOx	17.297	22.332