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Commission Minutes

To: NCPA Commission

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

Subject: NCPA Commission Meeting – December 5, 2024

1. *Call Meeting to Order and Introductions*

Chair Jenelle Osborne called the meeting to order at 9:55 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 October 24, 2024 Commission Meeting*

MOTION: A motion was made by Sudhanshu Jain, and seconded by Pauline Roccucci to approve the minutes of the October 24, 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	Y		
Healdsburg			X
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	Y		

PUBLIC FORUM

Chair Osborne 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:

- Expressed to the Commission all the good information in the monthly BPR that's posted to the website each month along with the monthly Commission packet. Lots of effort goes into this report each month.
- Market conditions are currently good and remaining stable.
- UAMPS has reached out to NCPA to discuss CAISO Scheduling Coordinator procedures and possible SCID services with NCPA. UAMPS is a utility very similar to NCPA.
- There are questions regarding what will happen with the new administration and the LEC Hydrogen project. Staff is currently working with DOA and ARCHES regarding 45v.
- Final recommendations will be coming out from Pathways soon.

4. Executive Committee

Committee Chair Jenelle Osborne reported the Executive Committee met this morning. A quorum of the Committee was established. During the meeting the Committee discussed today's Commission meeting Items 31-32, and 36-39 under Discussion/Action. The Committee recommends Commission approval of the above-mentioned items. Closed Session items were also discussed during the meeting. The next regular Executive Committee meeting is scheduled for January 23, 2025.

5. Facilities Committee

Power Management Assistant General Manager, Tony Zimmer, reported that the Facilities Committee met on November 6, 2024. A quorum of the Committee was established. At that meeting the Committee discussed today's Commission meeting Items 13, 15-17, 22 and 24 on the Consent Calendar, and Items 26 and 28, under Discussion/Action. The Committee also met on December 4, 2024. A quorum of the Committee was established. At that meeting the Committee discussed today's Commission meeting Items 14, 18 and 21 on the Consent Calendar, and Item 27, under Discussion/Action. The Committee recommended Commission approval of the above-mentioned items. The next Facilities Committee meeting is scheduled for January 8, 2025.

6. Finance Committee

Committee Chair Catalina Sanchez reported that the Finance Committee met on November 12, 2024 and discussed items 23 and 25 on the Consent Calendar. Both were recommended for acceptance and approval. In addition, PFM provided an update on the status of the financial markets noting the recent movement in interest rates stemming from economic reports and actions from the Fed's cutting rates. Following the US election, rates surged in anticipation of shifts in fiscal policy however, market analysts continue to anticipate more rate cuts in 2025.

Lastly, NCPA shared the funding status of the Agency's PERS pension plan and Other Post-Employment Benefits (OPEB) plan. The PERS pension plan's funding level percentage remained relatively flat to the prior year at 67%. By a majority vote, the Committee confirmed to stay on the 15-year funding plan for the Unfunded Accrued Liability. The OPEB plan reflected a funding status of 99%, however plan assets have increased significantly since the reporting date positioning fund values above the total liability. The Committee confirmed funding the Normal Cost of this plan. The next Finance Committee meeting is scheduled for February 11, 2025.

7. Legal Committee

General Counsel Jane Luckhardt reported the Legal Committee met on November 7, 2024. The Committee discussed an update regarding the TO-20 rate reduction and the TO-18 and TO-19 refund process. The Committee reviewed a draft Second Phase Agreement for Repower of the CT2 Project. Closed Session items were also discussed during the meeting.

8. Legislative & Regulatory Affairs Committee

Committee Vice Chair Sudhanshu Jain reported the L&R Committee met yesterday to review and finalize its 2025 strategic plan. This year's plan includes playing a key role in the state's effort to address electricity affordability issues, securing funding and providing policy support for hydrogen development at the LEC, and preserving public power's allowance allocations under the cap-and-trade program as it moves through the legislature this year.

The next meeting of the L&R Committee will be held on February 19, 2025 in Roseville. During this meeting, NCPA will be conducting the annual budget workshop and will work to ensure our budget proposal aligns closely with our strategic plan that was approved yesterday.

The 2025 NCPA Strategic Issues Conference which will be held January 21-23, 2025, at the Kimpton Sawyer Hotel in Sacramento. As a reminder, NCPA covers the travel related expenses for two representatives from each NCPA member system to participate in this conference. Please note that the NCPA room block for this event expires December 23, 2024.

9. Members' Announcements & Meeting Reporting

Chair Jenelle Osborne, City of Lompoc, shared that she did not get re-elected as Mayor for the City of Lompoc, so will be stepping down from the Commission. She thanked everyone for all their efforts and that she had learned so much while serving on the NCPA Commission.

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. Redding abstained from 24.

MOTION: A motion was made by Sudhanshu Jain and seconded by James Takehara to approve the Consent Calendar consisting of Agenda Items 10 through 25. 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			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y	24	
Roseville	Y		

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

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

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

12. ***2025 NCPA Amended Committee Meeting Calendar*** – approval by all members.

Fiscal Impact: This item has not direct fiscal impact to the Agency.

13. ***Resolution 24-120, Kinectrics AES, Inc. – First Amendment to Five-Year Multi-Task Professional 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 First Amendment to the Multi-Task Professional Services Agreement with Kinectrics AES, Inc. for generator testing and assessment services and transmission and distribution field inspection, testing, and training services, with any non-substantial changes recommended and approved by the NCPA General Counsel, amending the Scope of Work and Exhibit B – Compensation Schedule and Hourly Fees and increasing the not to exceed amount from \$1,000,000 to \$2,000,000, 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 \$1,000,000 to \$2,000,000 over the remainder of the contract term.

14. ***Resolution 24-121, SEL Engineering Services, Inc. – First Amendment to Five-Year Multi-Task Professional Services; 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 Professional Services Agreement with SEL Engineering Services, Inc. for protective relay and automation design, testing and commissioning services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$1,500,000, 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 cost of the agreement will be not to exceed \$1,500,000 over the remainder of the contract term.

15. ***Resolution 24-122, Atlas Copco Compressors, LLC – 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 Atlas Copco Compressors LLC for air compressor and motor maintenance related 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.

16. Resolution 24-123, RAM Mechanical, 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 RAM Mechanical, Inc. for general T&M maintenance related 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.

17. Resolution 24-124, RTS Reliability Testing Services, Inc. – Five-Year Multi-Task 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 Multi-Task Consulting Services Agreement with RTS Reliability Testing Services, Inc. for predictive maintenance related 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.

18. Resolution 24-140, Kobelco Compressors America, Inc. – First Amendment to Five-Year Multi-Task General Services Agreement: 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 General Services Agreement with Kobelco Compressors America, Inc. for off-site fuel gas compressor overhaul related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$1,000,000 and amending Section 11 – Warranty to add clarifying language regarding equipment warranty as requested by the vendor, with no change to the contract term, for continued use by 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 will be not to exceed \$1,000,000 over the remainder of the contract term.

19. Resolution 24-135, Association Management Solutions, LLC – First Amendment to Three Year Multi-Task 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 (MTCSA) with Association Management Services, LLC (AMS) for Conference and Event Planning Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period and to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: The total not to exceed amount of the agreement will increase from \$450,000 to \$620,000 to ensure sufficient funding for the amended contract term.

20. Resolution 24-136, LaVigne Strategies, LLC – Three-Year Multi-Task Consulting Services Agreement; Applicable to the following: All NCPA Facilities – adopt resolution

by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with LaVigne Strategies, LLC for state legislative consulting services, with any non-substantial changes recommended and approved by NCPA General Counsel, with a not-to-exceed amount of \$180,000 per year and a not-to-exceed amount of \$540,000 over the three-year term, for use by NCPA. The agreement includes the possibility for amendment to extend the term for an additional two years for a maximum contract term of five years and, in that event, a total not-to-exceed amount of \$900,000.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$540,000. over three years. The fee for these state legislative services will be paid as a \$15,000 monthly retainer including all expenses. This fee will not change over the three-year term of the contract. The agreement includes an option to extend the contract for an additional two years for a maximum contract term of five years and, in that event, a total not-to-exceed amount of \$900,000.

- 21. Resolution 24-131, Approval of Meter Data Management Agent Services Agreement between the Northern California Power Agency and Trimark Associates, Inc.; This Agreement is for use at BART Facilities Only** – adopt resolution by all members approving the Meter Data Management Agent Services Agreement between NCPA and Trimark Associates, Inc., and authorize the General Manager or his designee to enter into a Meter Data Management Agent Services Agreement between NCPA and Trimark, on behalf of NCPA, to supply Meter Data Management Agent (MDMA) services to the San Francisco Bay Area Rapid Transit District (BART), including any non-substantial modifications to the Meter Data Management Agent Services Agreement recommended and approved NCPA's General Counsel.

Fiscal Impact: The MDMA Agreement includes a not to exceed amount of \$300,000 for a term of two (2) years. Pursuant to the BART SMSA, all charges and costs for MDMA Services supplied to NCPA on behalf of BART, will be passed through to BART by including such charges and costs in BART's All Resources Bill.

- 22. Resolution 24-132, Approval of the FY 2023-2024 Annual Billing Settlements** – adopt resolution by all members and the attachments thereto regarding the FY 2023-2024 Annual Billing Settlements.

Fiscal Impact: Upon approval by the Commission, the amount of \$5,029,666 will be distributed to members and participants. NCPA Member refund amounts will be deposited into their respective General Operating Reserve accounts. Non-members will receive miscellaneous billings in early December for amounts due to NCPA or payments for refunds in late December.

- 23. Resolution 24-133, Delegate Investment Duties to the Treasurer-Controller for Calendar Year 2025** – adopt resolution by all members delegating to the Treasurer-Controller the authority to establish proper safeguards, controls, and procedures to maintain NCPA funds in a lawful, rational, and prudent manner including the investment of such funds consistent with NCPA's Investment Policy and respective bond indentures. In addition, the Treasurer-Controller shall make a report each month of those transactions to the Commission.

Fiscal Impact: There is no direct dollar impact to this proposed policy. The resolution delegates authority to the Treasurer-Controller for the investment activities of the Agency.

- 24. Amended Resolution 23-13, Approval of Revised Deposit Calculation for Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements** – adopt resolution by all members extending the temporary implementation timeframe to allow staff to continue working with the Members to obtain their governing bodies' approval of the updated program agreement terms, to be completed as soon as administratively possible. The temporary Schedule Coordination Program

Agreements deposit calculation is based on the highest two months of estimated CAISO costs, and the temporary deposit calculation for the other Programs is based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market.

Fiscal Impact: Approval of the Second Amendment to Resolution 23-13 will not have a fiscal impact.

- 25. Resolution 24-134, Approval of Decommissioning Reserves Policy 200-104** – adopt resolution by all members approving the new Decommissioning Reserves Policy 200-104.

Fiscal Impact: Approval of the policy will not have any financial impact.

DISCUSSION/ACTION ITEMS

- 26. Resolution 24-125, McKay's Point Diversion Dam 17kV Distribution Fire Hardening**

Project; Applicable to the following: The NCPA Hydroelectric Facility – adopt resolution by all members authorizing the McKay's Point Diversion Dam 17kV Distribution Fire Hardening 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 \$730,000, and authorizing \$730,000 from the approved FY25 Hydroelectric Budget to fund the project. A DOE 247 Award No. 3088-1586 grant funding award has been issued and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

Fiscal Impact: The total cost for engineering, design, maintenance services and permits for the project is anticipated not to exceed \$730,000. Funds for the project were included in the approved FY25 Hydroelectric budget.

Assistant General Manager, Michael DeBortoli, presented background information regarding the McKay's Point Diversion Dam 17kv Distribution Fire Hardening Project. The current facilities are 30+ years old and not fire hardened. The NCPA Wildfire Mitigation Project identified the 17kV overhead section as vulnerable to wildfire risk. The new poles will be made of steel with covered conductors. Mike reviewed the project schedule and estimated costs. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-125 authorizing the McKay's Point Diversion Dam 17kV Distribution Fire Hardening 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 \$730,000, and authorizing \$730,000 from the approved FY25 Hydroelectric Budget to fund the project. A DOE 247 Award No. 3088-1586 grant funding award has been issued and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received. 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			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		

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

27. Resolution 24-127, 2025 Geothermal Plant #2 Diesel Tank Project; Applicable to the following: The NCPA Geothermal Facility – adopt resolution by all members authorizing the 2025 Geothermal Plant #2 Diesel Tank 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 exceed amount of \$1,036,836.

Fiscal Impact: The total cost of this project is estimated not to exceed \$1,036,836. Estimated project costs may require further adjustment based on the bids received. Any requests for additional funds will be brought back to the Commission at that time.

Assistant General Manager, Michael DeBortoli, presented background information regarding the purpose of this project. NCPA's Geothermal Plant 2 has an underground single walled diesel storage tank (UST) that supplies fuel for a back-up auxiliary generator and the Plant 2 Fire Pump System. Senate Bill 445 requires that all single walled UST's containing hazardous substances such as diesel be removed from service by December 31, 2025. The fiscal impact of the project was also discussed. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Cindy Sauers recommending the Commission adopt Resolution 24-127 authorizing the 2025 Geothermal Plant #2 Diesel Tank 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 exceed amount of \$1,036,836. 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			X
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner		X	
Ukiah	Y		
Plumas-Sierra	Y		

28. Resolution 24-128, 2025 Preliminary Studies & Investigations (PS&I) Request – NCPA Battery Energy Storage System (BESS) Sites; Applicable to the following: All NCPA Members – adopt resolution by all members for a Preliminary Studies & Investigations (PS&I) request to investigate possible sites for a future battery energy storage system (BESS) project, and authorizing the General Manager or his designee to award bids, execute agreements, and to issues purchase orders for the request in accordance with NCPA’s purchasing policies and procedures, without further approval by the Commission, for an amount not to exceed \$200,000, and authorizing the funds to come from the PS&I Budget Account.

Fiscal Impact: The total cost of the above proposed preliminary investigation is anticipated not to exceed \$200,000, to be funded from the PS&I budget account. The PS&I Procedure (GS-201) requires that NCPA seek Commission approval to utilize funds from this budget account. The PS&I fund account has a current balance of \$300,000.

Assistant General Manager, Michael DeBortoli presented background information for the BESS Preliminary Studies & Investigations request. In March of 2023 the NCPA Commission directed NCPA staff to establish a Preliminary Studies and Investigations (PS&I) budget and procedure to fund activities associated with research and evaluation of new projects that may be of interest to NCPA Members. On January 5, 2024 the Commission approved the NCPA Inter-Agency Resource Plan (IARP) to prepare, develop, and maintain a diverse generation resource portfolio in accordance with or exceeding renewable portfolio standards and capacity obligations. NCPA has identified multiple parcels favorable for Battery Energy Storage. At this stage, the evaluation is not a financial model or any other objective measure. The evaluation is purely subjective and conceptual in nature. NCPA recommends a high level (level 5) fatal flaw analysis, electrical, environmental, regulatory, and permitting review. The Commission thanked staff for their work on this and the slide presentation. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Christina McKenna recommending the Commission adopt Resolution 24-128 for a Preliminary Studies & Investigations (PS&I) request to investigate possible sites for a future battery energy storage system (BESS) project, and authorizing the General Manager or his designee to award bids, execute agreements, and to issues purchase orders for the request in accordance with NCPA’s purchasing policies and procedures, without further approval by the Commission, for an amount not to exceed \$200,000, and authorizing the funds to come from the PS&I Budget Account. 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			X
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	Y		

29. Resolution 24-143, Lodi Energy Center "B" Gas Compressor Overhaul Project;

Applicable to the following: NCPA Lodi Energy Center – adopt resolution by all members authorizing the Lodi Energy Center "B" Gas Compressor Overhaul 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 \$380,000, and authorizing the use of \$380,000 from the LEC Maintenance Reserve account to fund this work.

Fiscal Impact: The total cost of the LEC "B" Gas Compressor Overhaul Project is estimated not to exceed \$380,000. NCPA is seeking authorization to spend \$380,000 from the LEC Maintenance Reserve account to help fund this work.

Assistant General Manager, Michael DeBortoli, presented background information regarding the gas compressor "B" mechanical seal failure. On October 21, 2024 a new seal was installed on the drive end, tested, and back to normal operation. On November 20, 2024, "B" gas compressor mechanical seal failed during startup of the compressor. This situation was discussed with Kobelco. NCPA entered into a warranty claim for the mechanical seal failure. Kobelco then determined the "B" gas compressor needs a major overhaul. The scope of work, the fiscal impact, and the selection process was reviewed. There was no further discussion.

MOTION: A motion was made by James "Bo" Sheppard and seconded by Sudhanshu Jain recommending the Commission adopt Resolution 24-143 authorizing the Lodi Energy Center "B" Gas Compressor Overhaul 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 \$380,000, and authorizing the use of \$380,000 from the LEC Maintenance Reserve account to fund this work. 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			X
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	Y		

30. Resolution 24-144, ARCHES H2 LLC Subrecipient Agreement No. 14; Applicable to the following: NCPA Lodi Energy Center – adopt resolution by all members authorizing execution of the ARCHES Phase 1 Subrecipient Award for \$35,000,000 with authorization to

start Phase 1 work with a planned budget amount of \$7,609,998 with further limitations that NCPA is only authorized to spend \$247,000 for limited participation in the Development and Implementation of Hydrogen Hub in California project through the Lodi Energy Center Hydrogen Project ("H2 Project") and delegating authority to the General Manager or his designee to award bids, execute agreements including but not limited to the ARCHES H2 LLC Subrecipient Agreement No. 14 ("ARCHES Agreement"), and to issue purchase orders for the H2 Project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$247,000, and authorizing the use of Fiscal Year 2025 encumbered funds for Lodi Energy Center (LEC) hydrogen activities to fund the H2 Project contingent upon the following two actions: 1) approval of this same action by the LEC Project Participant Committee (LEC PPC), and 2) coincidentally submitting a letter to ARCHES following the requirements of the ARCHES Agreement notifying ARCHES of NCPA's limited authority to go forward.

Fiscal Impact: The total not to exceed amount of \$247,000 to fund initial activities related to Phase 1 of the H2 Project will come from Fiscal Year 2025 encumbered funds for LEC hydrogen activities, contingent upon approval of this same action by LEC PPC. Any additional funding will require additional approval of this Commission and the funding entities whether that is LEC PPC or a Phase 2 Agreement.

Assistant General Manager, Michael DeBortoli, reviewed background information regarding the ARCHES Phase 1 Subrecipient Award. Most importantly the grand funding obligation for the DEO has been restored to \$35,000,000. NCPA is not recommending full execution of the NCPA Phase II agreement yet. However, ARCHES Phase 1 is required to stay in ARCHES, or NCPA will get bumped out. Staff recommends execution of the ARCHES Phase 1, and to provide authorization for limited, budgeted funds of \$247,000 to cover a limited effort and provide a letter to ARCHES. The limited scope of work, important aspects of the agreement, and the selection process was reviewed. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Jenelle Osborne recommending the Commission adopt Resolution 24-144 authorizing execution of the ARCHES Phase 1 Subrecipient Award for \$35,000,000 with authorization to start Phase 1 work with a planned budget amount of \$7,609,998 with further limitations that NCPA is only authorized to spend \$247,000 for limited participation in the Development and Implementation of Hydrogen Hub in California project through the Lodi Energy Center Hydrogen Project ("H2 Project") and delegating authority to the General Manager or his designee to award bids, execute agreements including but not limited to the ARCHES H2 LLC Subrecipient Agreement No. 14 ("ARCHES Agreement"), and to issue purchase orders for the H2 Project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$247,000, and authorizing the use of Fiscal Year 2025 encumbered funds for Lodi Energy Center (LEC) hydrogen activities to fund the H2 Project contingent upon the following two actions: 1) approval of this same action by the LEC Project Participant Committee (LEC PPC), and 2) coincidentally submitting a letter to ARCHES following the requirements of the ARCHES Agreement notifying ARCHES of NCPA's limited authority to go forward. The motion carried by a majority of those members present on a roll call vote as follows:

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

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

- 31. Resolution 24-142, Nomination and Approval of the FY 2024-25 New Slate of Officers, and At-Large Executive Committee Members** – adopt resolution by all members approving the election of Vice Chair James “Bo” Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members.
Fiscal Impact: No monetary impact to the Agency is expected to result from this action.

Commission Chair, Jenelle Osborne, reported that the Nominating Committee reconvened to discuss the nomination of a new Chair, Vice Chair, and 1-2 new At-Large Executive Committee members due to her own departure as the Commission Chair. The Executive Committee met prior to this meeting to review and recommends these nominations for Commission approval. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-142 approving the election of Vice Chair James “Bo” Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members. 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			X
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	Y		

- 32. Resolution 24-137, 2024 Salary Study and Recommendations for 2025 Salary Ranges** – adopt resolution by all members which implements CPS HR Consulting’s recommendations

over two fiscal years, assigning new salary grades to select job classifications, approving the 2025 salary ranges and pay schedule, and delegating authority to the General Manager to implement the changes and make any minor adjustments as necessary.

Fiscal Impact: The annual impact of implementing CPS's recommendations would be \$1.3 million. However, staggering the recommendations over two budgetary years reduces the yearly impact to \$660,000 and \$330,000 applied in the FT 2025 budget. Funds are available in the respective salary budgets to implement the recommendations and no budget augmentation is required.

Human Resources Manager, Brynna Bryant presented background information regarding the 2024 Salary Survey. She reviewed CPS HR Consulting's recommendations, the assigning of new salary grades to select job classifications, discussed new salary ranges, and the pay schedule per the recommendations. The Commission discussed this information and these recommendations. Questions were asked regarding COLA amounts and the percentage for the starting point of the salaries in relation to the control point of the job classifications. No budget augmentation will be needed if the recommendations are spread over two years. The last time unrepresented staff received a salary adjustment was FY 2016 – 2017.

Sudhanshu Jain asked if this item could be deferred to next month so that SVP staff could have more time to review the information presented. He recommended the salary adjustment be retroactive. Vicki Veenker asked that Palo Alto staff also have more time to review this.

MOTION: A motion was made by Sudhanshu Jain and seconded by Vicki Veenker recommending the Commission defer this item to next month so that SVP and Palo Alto staff could have more time to review the Salary Study, and make the salary adjustment retroactive. The motion did not carry by a majority of those members present on a roll call vote as follows:

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

MOTION: A motion was made by Jeff Berkheimer and seconded by Cindy Sauers recommending the Commission adopt Resolution 24-137 which implements CPS HR Consulting's recommendations over two fiscal years, assigning new salary grades to select job classifications, approving the 2025 salary ranges and pay schedule, and delegating authority to the General Manager to implement the changes and make any minor

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

CLOSED SESSION ITEMS

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

Chair Osborne asked General Counsel to move the Commission into Closed Session at 12:16 pm to discuss Closed Session item 27. General Counsel Jane Luckhardt took the Commission into Closed Session.

33. CONFERENCE WITH LABOR NEGOTIATORS – pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: Hydroelectric Employees Association (HEA).

34. CONFERENCE WITH LABOR NEGOTIATORS – pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: IBEW 1245 (Geothermal and Combustion Turbines)

35. 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 12:46 pm.

REPORT FROM CLOSED SESSION

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

DISCUSSION/ACTION ITEMS

36. Resolution 24-118, Hydroelectric Employee Association Memorandum of Understanding

– adopt resolution by all members approving the Memorandum of Understanding (MOU) between NCPA and the Hydroelectric Employee Association (HEA) for the period of December 29, 2024 through December 25, 2027. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management's negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions.

Fiscal Impact: There are sufficient funds within the FY2025 budget to cover the general wage increases. No additional budget change or modification is required.

Assistant General Manager, Michael DeBortoli gave a summary of the authorization. The not to exceed amount for the HEA MOU is \$543,000. He reviewed the terms for the agreement, including COLA, medical increases, 457 matching, PPE allowance, holiday pay, overtime 2x and relief operators' premium pay. The fiscal impact was discussed. There are sufficient funds within the FY2025 budget to cover the general wage increases. No additional budget change or modification is required. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the Commission adopt Resolution 24-118 approving the Memorandum of Understanding (MOU) between NCPA and the Hydroelectric Employee Association (HEA) for the period of December 29, 2024 through December 25, 2027. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management's negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions. 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			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

37. Resolution 24-138, IBEW Local 1245 Memorandum of Understanding

– adopt resolution by all members approving the Memorandum of Understanding (MOU) between NCPA and the IBEW Local 1245 for the period of December 29, 2024 through December 25, 2027. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management's negotiations representatives. In addition, management requests authorization for

the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions.

Fiscal Impact: There are sufficient funds within the FY2025 budget to cover the general wage increases. No additional budget change or modification is required.

Assistant General Manager, Michael DeBortoli gave a summary of the authorization. The not to exceed amount for the IBEW Local 1245 MOU is \$2,190,000. He reviewed the terms for the agreement, including COLA, medical increases, 457 matching, PPE allowance, transportation increase, holiday pay, overtime 2x and relief operators' premium pay. The fiscal impact was discussed. There are sufficient funds within the FY2025 budget to cover the general wage increases. No additional budget change or modification is required. There was no further discussion.

MOTION: A motion was made by James "Bo" Sheppard and seconded by Sudhanshu Jain recommending the Commission adopt Resolution 24-138 approving the Memorandum of Understanding (MOU) between NCPA and the IBEW Local 1245 for the period of December 29, 2024 through December 25, 2027. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management's negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions. 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			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

- 38. Resolution 24-130(A-I), Adoption of Amount of Employer Contribution to CalPERS Medical Plans for Calendar Year 2025** – adopt resolution by all members authorizing the General Manager or his designee to set up to 100% of Kaiser Region 1 Family Basic Rate (Party of 3) per month, plus administrative fees and Contingency Reserve Fund assessments, as the maximum Agency contribution for the CalPERS Medical Plans for employees and annuitants and their dependents effective calendar year 2025; and approve specific CalPERS resolutions for each employee and/or employee/annuitant group including resolution numbers:

24-130A Group 002, IBEW Local 1245
 24-130B Group 003, Hydroelectric EE Association
 24-130C Group 004, Unrepresented Staff
 24-130D Group 701, NP Power Generation Employees

24-130E Group 702, NP Unrepresented Admin Members
 24-130F Group 703, NP Hydroelectric EE Association
 24-130G Group 002, IBEW Local 1245 (Vesting)
 24-130H Group 003, Hydroelectric EE Association (Vesting)
 24-130I Group 004, Unrepresented Staff (Vesting)

Fiscal Impact: The cost of the Agency's contribution for the CalPERS medical plans for employees and annuitants is included in the current fiscal year approved budget.

MOTION: A motion was made by Pauline Roccucci and seconded by Sudhanshu Jain recommending the Commission adopt Resolution 24-130(A-I) authorizing the General Manager or his designee to set up to 100% of Kaiser Region 1 Family Basic Rate (Party of 3) per month, plus administrative fees and Contingency Reserve Fund assessments, as the maximum Agency contribution for the CalPERS Medical Plans for employees and annuitants and their dependents effective calendar year 2025; and approve specific CalPERS resolutions for each employee and/or employee/annuitant group including resolution numbers:

24-130A Group 002, IBEW Local 1245
 24-130B Group 003, Hydroelectric EE Association
 24-130C Group 004, Unrepresented Staff
 24-130D Group 701, NP Power Generation Employees
 24-130E Group 702, NP Unrepresented Admin Members
 24-130F Group 703, NP Hydroelectric EE Association
 24-130G Group 002, IBEW Local 1245 (Vesting)
 24-130H Group 003, Hydroelectric EE Association (Vesting)
 24-130I Group 004, Unrepresented Staff (Vesting)

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			X
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	Y		

39. Resolution 24-139, Approval of Modifications of the NCPA Personnel Policy and Procedures – adopt resolution by all members authorizing the General Manager or his designee to implement revisions to NCPA's Personnel Policies and Procedures Manual.

Fiscal Impact: Some revisions to the policy will not have a fiscal impact on the budget, while a few others will. Two items negotiated by the Unions, an increase in the Medical cap and matching

457 contributions, will have an impact on the Unrepresented and Dispatch staff. The increase in Medical affects about a third of the staff while matching 457 contributions up to 3% after 5 years of service could affect up to two-thirds of the staff. The FY 2025 impact is \$46,000 for Medical and up to \$180,000 for the matching 457 contributions, assuming 100% utilization. Funds are available in the respective salary budgets to implement the revisions and no budget augmentation is required.

Human Resources Manager, Brynna Bryant gave an overview of the updated revisions to the NCPA Personnel Policies and Procedures Manual. Language was updated to ensure compliance with applicable laws and to ensure consistency between the manual and recent MOU contract changes. Major revisions and updates include the deferred compensation plan, post-retirement health insurance, sick leave policy, pregnancy disability leave – Reasonable Accommodation, reproductive loss leave, bereavement leave, the workplace violence prevention plan policy, and the drug and alcohol-free workplace procedure. Brynna reviewed these changes with the Commission. There was no further discussion.

MOTION: A motion was made by James “Bo” Sheppard and seconded by Sudhanshu Jain recommending the Commission adopt Resolution 24-139 authorizing the General Manager or his designee to implement revisions to NCPA’s Personnel Policies and Procedures Manual. 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			X
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	Y		

40. Resolution 24-141, Approval of Resolution Commending Jenelle Osborne – adopt resolution by all members commending Jenelle Osborne.

Incoming Chair, James “Bo” Sheppard, read the Resolution commending Jenelle Osborne’s efforts and thanked her for her time serving on the NCPA Commission.

MOTION: A motion was made by Pauline Roccucci and seconded by Catalina Sanchez recommending the Commission adopt Resolution 24-141, commending Jenelle Osborne. The motion carried unanimously on a voice vote of those members present.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The December 5, 2024 Commission meeting was adjourned at 1:12 pm by the Commission Chair.

Respectfully submitted,

//

JENELLE OSBORNE
Commission Chair

Prepared by,

//

CARRIE A. POLLO
Assistant Secretary to the Commission



Commission Meeting
December 5, 2024
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	Christina McKenna
2 - BIGGS	B. Sheppard
3 - GRIDLEY	Catalina Sanchez
4 - HEALDSBURG	
5 - LODI	J. M. R.
6 - LOMPOC	Jenell Osborn
7 - PALO ALTO	Vicki Veunkor
8 - PLUMAS-SIERRA REC	Harry Price
9 - PORT OF OAKLAND	
10 - REDDING	Nick Zettel
11 - ROSEVILLE	Pauline Rocucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Yuliya Schmidt
13 - SANTA CLARA	Sods Jain
14 - SHASTA LAKE	Samuelson
15 - TRUCKEE DONNER	MTA
16 - UKIAH	Cindy Samers

[illegible]

3

SUPPORT SERVICES PROGRAM STATUS REPORT

January 14, 2025

<i>Member Name</i>	<i>Designated Representatives</i>	<i>Authorized Confirmation NTE Amount</i>	<i>Date Approved</i>
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
0341	City of Roseville	12/18/24	\$ 28,470.00	DGS Associates, dba EES Consulting; provide financial plan, rate-related and cost of service related assistance for update of the utility's forecast model and cost of service model.
0340	City of Santa Clara	1/1/25	\$ 125,190.00	Central Coast Energy Services, Inc.; continued services for SVP's Financial Rate assistance Program including marketing, outreach, comprehensive eligibility determination, and benefit processing for eligible applications.
0339	Alameda Municipal Power	10/22/24	\$ 6,975.00	Frontier Energy, Inc.; Induction cooking demonstration workshop.
0338	City of Lompoc	10/17/24	\$ 60,660.70	Power Engineers, Inc.; Arc Flash analysis for Receiving substation.
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.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0328 Amd.	City of Palo Alto	4/11/24	\$ 112,214.00	Cool the Earth; EV and Ebike webinars, EV education and discount programs.
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.
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.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
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.
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.
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.
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.
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.)
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.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
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.
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.



10

Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: November 30, 2024 Financial Report (unaudited)

AGENDA CATEGORY: Consent

FROM: Sondra Ainsworth *Sandra 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 Financial Report for month ending November 30, 2024.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 23, 2025 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairperson'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 November 30, 2024 financial reports are also included.

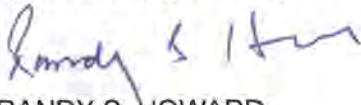
FISCAL IMPACT:

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:

- November 30, 2024 Financial Report

**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of November 2024

Operations:

Geothermal	\$ 4,356,040
Hydroelectric	2,120,173
CT#1 Combustion Turbines	276,673
CT#2 STIG	273,592
Lodi Energy Center	6,710,005
NCPA Operating	<u>33,389,172</u>
Total	<u>\$ 47,125,655</u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

PERCENT OF YEAR ELAPSED 42%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 3,963,260	\$ 16,053,903	\$ 40,231,090	40%	
Debt Service (Net)	1,534,669	7,673,345	18,416,028	42%	
Annual Budget Cost	5,497,929	23,727,248	58,647,118	40%	
Geothermal					
Other Plant Cost	3,768,362	19,577,174	47,043,119	42%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	3,768,362	19,577,174	47,043,119	42%	
Combustion Turbine No. 1					
Fuel	172,989	518,940	718,046	72%	(a)
Other Plant Cost	516,049	2,290,492	4,733,429	48%	(b)
Annual Budget Cost	689,038	2,809,432	5,451,475	52%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	139,972	384,174	1,180,587	33%	
Other Plant Cost	440,504	2,120,951	5,093,732	42%	
Debt Service (Net)	-	421,313	421,313	100%	(c)
Annual Budget Cost	580,476	2,926,438	6,695,632	44%	
Lodi Energy Center					
Fuel	3,284,392	13,478,418	77,589,905	17%	
Other Plant Cost	3,019,389	14,611,211	54,644,498	27%	
Debt Service (Net)	2,168,156	10,840,778	26,017,868	42%	
Annual Budget Cost	8,471,937	38,930,407	158,252,271	25%	
Member Resources - Energy	4,957,607	34,483,305	53,765,565	64%	(d)
Member Resources - Energy (Customer)	3,682	16,147	-	N/A	
Member Resources - Natural Gas	746,151	3,450,410	5,432,402	64%	(e)
Western Resources	1,086,505	6,601,953	23,246,095	28%	
Market Power Purchases	3,937,723	16,283,222	48,565,629	34%	
Load Costs - CAISO	28,432,731	154,400,629	545,184,045	28%	
Load Costs - CAISO (Customer)	3,831	5,219,820	-	N/A	
Net GHG Obligations	-	604,800	2,108,011	29%	
	58,175,972	309,030,985	954,391,362	32%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	\$223,472	\$1,177,217	2,572,012	46%	
Wheeling Access Charge	12,969,938	61,320,145	155,004,333	40%	
Ancillary Services	216,182	1,805,373	4,577,450	39%	
Other ISO Charges/(Credits)	(1,191,990)	168,569	2,549,026	7%	
	12,217,602	64,471,304	164,702,821		
Independent System Operator (Customer)	(739,584)	(1,817,204)	-		
	11,478,018	62,654,100	164,702,821	38%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

PERCENT OF YEAR ELAPSED 42%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	197,876	918,402	2,361,093	39%	
Regulatory Representation	85,562	285,127	828,799	34%	
Western Representation	48,521	189,423	599,235	32%	
Customer Programs	44,786	194,336	666,457	29%	
Judicial Action	455,264	740,208	1,240,000	60%	(f)
Power Management					
System Control & Load Dispatch	1,000,645	4,548,258	11,749,989	39%	
Forecasting, Planning, Prescheduling & Trading	240,555	1,183,657	3,242,955	36%	
Industry Restructuring & Regulatory Affairs	28,416	136,869	427,756	32%	
Contract Admin, Interconnection Svcs & External Affairs	106,072	520,034	1,304,749	40%	
Gas Purchase Program	4,387	23,226	86,207	27%	
Market Purchase Project	5,908	33,767	124,392	27%	
Energy Risk Management					
Settlements	41,617	95,023	175,918	54%	(g)
Integrated Systems Support	69,650	354,462	1,217,204	29%	
Participant Pass Through Costs	36,512	205,270	704,665	29%	
Support Services	12,664	334,242	1,967,542	17%	
	44,874	803,618	147,285	N/A	
	2,423,309	10,545,922	26,844,246	39%	
TOTAL ANNUAL BUDGET COST					
	72,077,299	382,231,007	1,145,938,429	33%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	10,945,587	54,107,785	217,597,296	25%	
Member Resource ISO Energy Sales	3,597,195	22,520,003	44,226,716	51%	(h)
Member Owned Generation ISO Energy Sales	10,041,278	54,994,002	156,157,708	35%	
Revenue from Customers	(1,539,705)	(5,249,363)	-	N/A	
Customer Owned Generation ISO Energy Sales	95,155	162,890	1,469,256	11%	
NCPA Contracts ISO Energy Sales	1,807,918	7,470,886	50,551,647	15%	
Western Resource Energy Sales	458,571	13,095,272	41,304,601	32%	
Load Energy Sales	(3,700)	3,068,753	-	N/A	
Ancillary Services Sales	183,351	1,540,828	6,817,168	23%	
Transmission Sales	9,198	45,990	110,376	42%	
PM Service Revenue	240,092	1,196,680	2,885,924	41%	
Western Credits, Interest and Other Income	3,772,470	33,683,511	58,618,398	57%	(i)
	29,607,410	186,637,237	579,739,090	32%	
NET ANNUAL BUDGET COST TO PARTICIPANTS					
	\$ 42,469,889	\$ 195,593,770	\$ 566,199,339	35%	

- (a) Increase due to higher than budgeted fuel purchases for anticipated start-ups that did not clear the CAISO Real-Time Market.
- (b) Increase due to higher than budgeted ISO Imbalance Energy Settlement.
- (c) Final debt payment for CT2 on August 1st.
- (d) Increase due to unbudgeted member resource purchases.
- (e) Members entered into additional gas contracts resulting in higher net costs due to larger spread.
- (f) Increase to unbudgeted outside service costs associated with ISO Tariff Rates & Amendment litigation.
- (g) Increase due to higher than budgeted training costs recognized in first half of the year.
Overall budget expected to levelize during the rest of FY25.
- (h) Increase due to higher than budgeted member owned generation sales to CAISO.
- (i) Increase due to increased NCPA and member contract sales and higher than budgeted interest income.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November	
	2024	2023
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 59,529	\$ 67,367
Investments	38,247	32,031
Accounts receivable		
Participants	8	5
Other	2,337	2,467
Interest receivable	1,222	836
Inventory and supplies	6,957	6,645
Prepaid expenses	971	214
TOTAL CURRENT ASSETS	109,271	109,565
RESTRICTED ASSETS		
Cash and cash equivalents	73,947	75,725
Investments	187,570	171,626
Interest receivable	85	127
TOTAL RESTRICTED ASSETS	261,602	247,478
ELECTRIC PLANT		
Electric plant in service	1,605,477	1,603,428
Less: accumulated depreciation & amortization	(1,170,229)	(1,131,510)
	435,248	471,918
Construction work-in-progress	1,752	1,586
TOTAL ELECTRIC PLANT	437,000	473,504
OTHER ASSETS		
Regulatory assets	138,071	153,426
Investment in associated company	265	265
TOTAL ASSETS	946,209	984,238
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	101	556
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,517	62,401
TOTAL DEFERRED OUTFLOWS OF RESOURCES	93,084	88,302
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,039,293	\$ 1,072,540

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November	
	2024	2023
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 33,313	\$ 39,460
Member advances	1,313	4,118
Operating reserves	31,868	27,162
Current portion of long-term debt	33,082	55,778
Accrued interest payable	8,485	9,252
TOTAL CURRENT LIABILITIES	108,061	135,770
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	181,066	162,272
Asset retirement obligations	75,728	72,787
Long-term debt, net	461,963	497,800
TOTAL NON-CURRENT LIABILITIES	781,472	789,415
TOTAL LIABILITIES	889,533	925,185
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	89,949	91,460
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	91,617	93,572
NET POSITION		
Net investment in capital assets	(44,663)	(66,794)
Restricted	13,735	24,160
Unrestricted	89,071	96,417
TOTAL NET POSITION	58,143	53,783
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,039,293	\$ 1,072,540

**COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	For the Five Months Ended November,	
	2024	2023
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 210,927	\$ 227,431
Other Third-Party	82,872	116,076
TOTAL OPERATING REVENUES	293,799	343,507
OPERATING EXPENSES		
Purchased power	115,684	147,793
Operations	42,859	51,364
Transmission	69,604	78,160
Depreciation & amortization	14,382	12,820
Maintenance	22,956	12,834
Administrative and general	11,799	9,908
TOTAL OPERATING EXPENSES	277,284	312,879
NET OPERATING REVENUES	16,515	30,628
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(6,546)	(7,811)
Interest income	14,313	18,776
Other	3,170	3,903
TOTAL NON OPERATING EXPENSES	10,937	14,868
FUTURE RECOVERABLE AMOUNTS	(292)	(10,742)
REFUNDS TO PARTICIPANTS	(6,129)	(7,326)
INCREASE (DECREASE) IN NET POSITION	21,031	27,428
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	\$ 58,143	\$ 53,783

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	November 30, 2024									
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
ASSETS	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 136	\$ -	\$ -	\$ 1,277	\$ 58,114	\$ 59,529
Investments	-	-	-	-	-	-	-	-	38,247	38,247
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	8	8
Other	-	-	-	-	-	-	2,030	-	307	2,337
Interest receivable	157	306	-	-	43	-	83	-	633	1,222
Inventory and supplies	1,809	1,319	330	491	3,008	-	-	-	-	6,957
Prepaid expenses	(64)	(48)	-	(6)	(2)	-	95	(89)	1,085	971
Due from Agency and other programs*	19,920	4,235	3,171	4,185	26,596	-	19,612	6,090	(83,809)	-
TOTAL CURRENT ASSETS	21,822	5,812	3,502	4,671	29,781	-	21,820	7,278	14,585	109,271
RESTRICTED ASSETS										
Cash and cash equivalents	2,453	8,853	967	-	18,236	-	21,264	1,232	20,942	73,947
Investments	31,199	43,475	-	-	23,279	-	20,703	-	68,914	187,570
Interest receivable	-	-	-	-	85	-	-	-	-	85
TOTAL RESTRICTED ASSETS	33,652	52,328	967	-	41,600	-	41,967	1,232	89,856	261,602
ELECTRIC PLANT										
Electric plant in service	580,230	395,746	65,473	38,985	447,698	7,736	61,426	1,179	7,004	1,605,477
Less: accumulated depreciation & amortization	(558,737)	(323,049)	(64,454)	(36,090)	(159,650)	(7,736)	(14,303)	(997)	(5,213)	(1,170,229)
	21,493	72,697	1,019	2,895	288,048	-	47,123	182	1,791	435,248
Construction work-in-progress	-	-	-	-	-	-	-	-	1,752	1,752
TOTAL ELECTRIC PLANT	21,493	72,697	1,019	2,895	288,048	-	47,123	182	3,543	437,000
OTHER ASSETS										
Regulatory assets	-	71,357	-	-	27,540	-	-	-	39,174	138,071
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	76,967	202,194	5,488	7,566	386,969	-	110,910	8,692	147,423	946,209
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	101	-	-	-	-	101
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	29,466	29,466
Asset retirement obligations	63,124	-	184	-	209	-	-	-	-	63,517
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,124	-	184	-	310	-	-	-	29,466	93,084
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 140,091	\$ 202,194	\$ 5,672	\$ 7,566	\$ 387,279	\$ -	\$ 110,910	\$ 8,692	\$ 176,889	\$ 1,039,293

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

November 30, 2024										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 408	\$ 252	\$ -	\$ -	\$ 2,929	\$ -	\$ 21,797	\$ -	\$ 7,926	\$ 33,313
Member advances	791	-	-	-	-	-	-	522	-	1,315
Operating reserves	3,483	250	617	4,355	23,163	-	-	-	-	31,868
Current portion of long-term debt	-	12,435	10	-	14,657	-	5,915	-	65	33,082
Accrued interest payable	-	2,492	(33)	-	6,026	-	-	-	-	8,485
TOTAL CURRENT LIABILITIES	4,682	15,429	594	4,356	46,775	-	27,712	522	7,991	108,061
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,715	62,715
Operating reserves and other deposits	1,500	42,809	958	-	133	-	42,472	2,837	90,357	181,066
Asset retirement obligations	75,336	-	184	-	208	-	-	-	-	75,728
Long-term debt, net	-	133,080	553	-	287,053	-	41,209	-	68	461,963
TOTAL NON-CURRENT LIABILITIES	76,836	175,889	1,695	-	287,394	-	83,681	2,837	153,140	781,472
TOTAL LIABILITIES	81,518	191,318	2,289	4,356	334,169	-	111,393	3,359	161,131	889,533
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	38,177	6,291	2,464	3,021	36,306	-	-	167	3,523	89,949
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	38,177	6,291	2,464	3,021	36,306	-	-	167	5,191	91,617
NET POSITION										
Net investment in capital assets	21,492	(72,006)	703	2,895	(1,338)	-	-	181	3,410	(44,663)
Restricted	-	5,156	1,000	-	6,769	-	(422)	1,232	-	13,735
Unrestricted	(1,096)	71,435	(784)	(2,706)	11,373	-	(61)	3,753	7,157	89,071
TOTAL NET POSITION	20,396	4,585	919	189	16,804	-	(483)	5,166	10,567	58,143
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 140,091	\$ 202,194	\$ 5,672	\$ 7,566	\$ 387,279	\$ -	\$ 110,910	\$ 8,692	\$ 176,889	\$ 1,039,293

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 Five Months Ended November 30, 2024											
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission					
OPERATING REVENUES											
Participants	\$ 10,029	\$ 13,878	\$ 2,046	\$ 1,606	\$ 24,335	\$ -	\$ 146,498	\$ 11,416	\$ 1,119	\$ 210,927	
Other Third-Party	16,084	11,740	1,153	1,964	26,182	-	24,313	1,436	-	82,872	
TOTAL OPERATING REVENUES	26,113	25,618	3,199	3,570	50,517	-	170,811	12,852	1,119	293,799	
OPERATING EXPENSES											
Purchased power	292	1,249	210	496	1,469	-	111,968	-	-	115,684	
Operations	8,952	2,048	1,718	898	20,925	-	3,312	5,006	-	42,859	
Transmission	100	136	5	64	217	-	69,080	2	-	69,604	
Depreciation & amortization	1,328	4,022	2,807	150	5,900	-	-	70	105	14,382	
Maintenance	9,297	10,099	211	830	2,406	-	-	113	-	22,956	
Administrative and general	3,422	2,502	302	467	3,281	-	-	5,217	(3,392)	11,799	
Intercompany (sales) purchases, net*	(482)	194	36	48	211	-	-	(7)	-	-	
TOTAL OPERATING EXPENSES	22,909	20,250	5,289	2,953	34,409	-	184,360	10,401	(3,287)	277,284	
NET OPERATING REVENUES	3,204	5,368	(2,090)	617	16,108	-	(13,549)	2,451	4,406	16,515	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(23)	(1,624)	143	-	(5,042)	-	-	-	-	(6,546)	
Interest income	3,277	1,558	79	57	1,682	-	2,252	122	5,286	14,313	
Other	631	517	-	-	1,828	-	(139)	20	313	3,170	
TOTAL NON OPERATING (EXPENSES) REVENUES	3,885	451	222	57	(1,532)	-	2,113	142	5,599	10,937	
FUTURE RECOVERABLE AMOUNTS	596	(2,463)	2,217	-	(642)	-	-	-	-	(292)	
REFUNDS TO PARTICIPANTS	-	-	-	-	-	-	(1,409)	(1,157)	(3,563)	(6,129)	
INCREASE (DECREASE) IN NET POSITION	7,685	3,356	349	674	13,934	-	(12,845)	1,436	6,442	21,031	
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	\$ 20,396	\$ 4,585	\$ 919	\$ 189	\$ 16,804	\$ -	\$ (483)	\$ 5,166	\$ 10,567	\$ 58,143	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 November 30, 2024

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 2,342,531
PAST DUE:			
1 - 30			
31 - 60			
61 - 90	Guidehouse	Annual Conference Sponsorship	3,000 *
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 2,345,531</u>

* Denotes items paid/applied after November 30, 2024.

NOTE: All amounts invoiced or credited to members and others are project/program specific.
 NCPA does not apply any credits issued to outstanding invoices unless directed.

**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of November 2024

Operations:

Geothermal	\$ 4,356,040
Hydroelectric	2,120,173
CT#1 Combustion Turbines	276,673
CT#2 STIG	273,592
Lodi Energy Center	6,710,005
NCPA Operating	<u>33,389,172</u>
Total	<u>\$ 47,125,655</u>



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Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Treasurer's Report for Month Ended November 30, 2024

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for November 30, 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 \$3,322,025 of which approximately \$2,788,561 was applicable to Debt Service and \$533,464 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 \$349,491,571 at month end. The current market value of the portfolio totaled \$343,536,821.

The overall portfolio had a combined weighted average interest rate of 3.224% with a bond equivalent yield (yield to maturity) of 3.269%. Investments with a maturity greater than one year totaled \$169,699,000. November maturities totaled \$42,370,701 and monthly receipts totaled \$41 million. During the month \$38 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 12 basis points from 4.72% to 4.60% and rates on one-year T-Bills increased 9 basis points from 4.26% to 4.35%.

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 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.

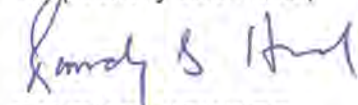
FISCAL IMPACT:

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 November 30, 2024

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

NOVEMBER 30, 2024

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
November 30, 2024**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 519,290	\$ 133,468,243	\$ 133,987,533	37.98%
Special Deposits	14,174	493,401	507,575	0.14%
Debt Service	2,788,561	17,570,034	20,358,595	5.77%
Special & Reserve	-	197,959,893	197,959,893	56.11%
	<u>\$ 3,322,025</u>	<u>\$ 349,491,571</u>	<u>\$ 352,813,596</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 343,536,821

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
November 30, 2024**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 41,042,232	\$ 373,046	\$ 10,173,926	\$ (27,022,839)	\$ (3,562,662)	\$ (21,431,239)	\$ (427,536)
Special Deposits	342,911	1,964	-	(16,903,867)	(1,964)	16,560,901	(55)
Debt Service	-	1	8,694,000	-	(9,098,573)	3,191,529	2,786,957
Special & Reserve	-	207,102	23,502,775	-	(25,388,686)	1,678,809	-
	<u>\$ 41,385,143</u>	<u>\$ 582,113</u>	<u>\$ 42,370,701</u>	<u>\$ (43,926,706)</u>	<u>\$ (38,051,885)</u>	<u>\$ -</u>	<u>\$ 2,359,366</u>

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
November 30, 2024**

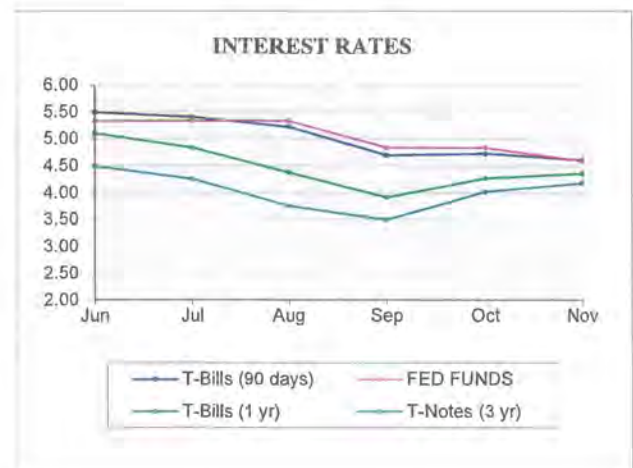
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 3,562,662	\$ (10,173,926)	\$ 232	\$ -	\$ -	\$ (6,611,032)
Special Deposits	1,964	-	-	-	-	1,964
Debt Service	9,098,573	(8,694,000)	67,504	-	-	472,077
Special & Reserve	25,388,686	(23,502,775)	47,938	-	-	1,933,849
	<u>\$ 38,051,885</u>	<u>\$ (42,370,701)</u>	<u>\$ 115,674</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,203,142)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(115,674)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (4,318,816)</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
November 30, 2024

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>3.224%</u>	<u>3.269%</u>
OPERATING FUNDS:	3.327%	3.463%
PROJECTS:		
Geothermal	2.261%	2.438%
Capital Facilities	5.030%	5.030%
Hydroelectric	3.514%	3.829%
Lodi Energy Center	2.066%	2.055%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	4.58%	5.33%
T-Bills (90da.)	4.60%	5.54%
Agency Disc (90da.)	4.36%	5.35%
T-Bills (1yr.)	4.35%	5.26%
Agency Disc (1yr.)	4.15%	5.35%
T-Notes (3yr.)	4.17%	4.63%



Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
November 30, 2024

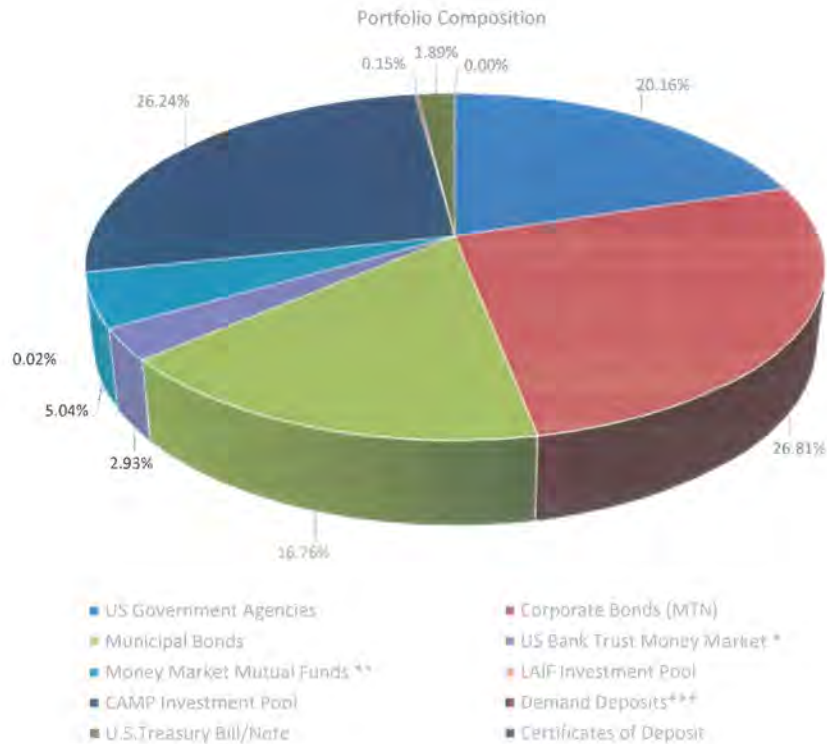
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 2,267	\$ 6,501	\$ 1,000	\$ 3,547	\$ 16,405	\$ 31,126	\$ 10,182	\$ 71,028	20.16%
Corporate Bonds (MTN)	465	2,925	545	8,250	2,250	80,029	-	94,464	26.81%
Municipal Bonds	600	-	2,915	10,695	130	41,725	2,985	59,050	16.76%
US Bank Trust Money Market *	10,314	-	-	-	-	-	-	10,314	2.93%
Money Market Mutual Funds **	17,758	-	-	-	-	-	-	17,758	5.04%
LAIF Investment Pool	55	-	-	-	-	-	-	55	0.02%
CAMP Investment Pool	92,552	-	-	-	-	-	-	92,552	26.24%
Demand Deposits***	519	-	-	-	-	-	-	519	0.15%
U.S.Treasury Bill/Note	-	2,998	-	-	-	3,652	-	6,650	1.89%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 124,530	\$12,434	\$4,460	\$22,492	\$ 18,785	\$156,532	\$13,167	\$ 352,400	100.00%
Total Percents	35.33%	3.53%	1.27%	6.38%	5.33%	44.42%	3.74%	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
11/30/2024

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	10,625	4.740		10,625		1	4.740	10,625	SYS70014	70014	10,625
First American Funds	USB	15,534,000	4.616		15,534,000		1	4.616	15,534,000	SYS70102	70102	15,534,000
California Asset Mgm	CMP	41,970,033	5.030	10/19/2018	41,970,033		1	5.030	41,970,033	SYS70070	70070	41,970,033
Local Agency Investm	LAIF	54,528	4.712		54,528		1	4.712	54,528	SYS70000	70000	54,528
US Bank	USB	519,290	0.001		519,290		1	0.001	519,290	SYS70050	70050	519,290
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	0	0.584	600,000	13067WRB0	27055	600,000
US Bank	USB	10,000	0.050	10/07/2024	10,000	01/07/2025	37	0.050	10,000	SYS30339	30339	10,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	57	1.846	498,340	90331HMS9	26947	500,706
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	196	0.730	254,472	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	212	0.809	489,030	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	212	0.890	489,930	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	212	0.787	489,715	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	213	2.145	976,790	59217GEJ4	27375	993,272
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	243	0.992	976,890	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	352	0.542	965,810	3135GA4P3	27137	1,001,021
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	386	0.825	238,610	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	415	0.699	473,060	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	451	0.500	357,769	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/29/2022	1,000,000	02/27/2026	453	2.248	977,310	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	454	4.200	100,211	17275RBC5	27480	100,534
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	463	0.800	1,052,657	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	530	1.079	476,640	91324PEC2	27230	500,495
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	543	1.250	1,610,954	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	577	1.181	238,075	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	577	1.201	238,115	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	09/02/2021	503,610	07/16/2026	592	1.050	474,115	57629WDE7	27247	501,184
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	622	1.272	94,408	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	624	0.875	472,010	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	624	1.150	935,820	48128G4R6	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	633	1.250	695,323	06048VW22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	652	1.227	472,750	14913R2Q9	27288	499,334
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	652	1.225	481,785	24422EVB2	27294	508,848
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	666	0.900	592,673	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	666	1.635	1,403,520	75851AAQ1	27292	1,496,752
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	669	1.260	483,745	70450YAD5	27293	512,304
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	693	1.567	1,444,617	872898AA9	27330	1,530,058
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	708	1.475	1,805,657	74480DAG4	27336	1,910,873
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	758	1.509	47,717	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	788	1.700	2,860,590	3130AQN66	27364	3,000,000



Northern California Power Agency

Treasurer's Report

11/30/2024

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	941	4.841	454,904	3130ASH44	27559	453,493
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	987	4.944	514,744	30303MBB1	27483	507,846
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	994	4.136	582,372	023135BC9	27455	585,539
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,171	4.757	1,076,010	872287AL1	27597	1,067,236
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	897,330	03/24/2028	1,209	4.646	922,460	02665WDW8	27598	922,123
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,215	4.634	751,515	58769JAG2	27572	753,655
Bank of NY Mellon Co	USBGC	500,000	3.850	10/30/2024	492,520	04/28/2028	1,244	4.315	490,905	06406RAH0	27828	492,704
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,261	4.761	504,270	30303M8L9	27614	497,515
Honeywell Internatio	USBGC	500,000	6.625	10/30/2024	537,595	06/15/2028	1,292	4.358	532,510	438506AS6	27831	536,702
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,300	4.800	999,810	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,325	4.960	307,669	6944PL2U2	27742	305,305
Guardian Life	USBGC	500,000	1.625	10/30/2024	449,285	09/16/2028	1,385	4.504	448,780	40139LBE2	27830	450,411
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,507	4.483	501,180	24422EXH7	27731	500,280
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	290,104	01/16/2029	1,507	4.048	285,673	24422EXH7	27807	289,807
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,644	4.637	507,135	110122EF1	27863	506,869
MassMutual Global Fu	USBGC	500,000	5.150	10/30/2024	514,295	05/30/2029	1,641	4.462	512,105	57629W4T4	27832	514,028
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,641	4.542	512,105	57629W4T4	27864	512,217
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	06/11/2029	1,653	4.666	507,610	24422EXT1	27786	503,962
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,654	4.614	509,755	74368CBY9	27833	512,105
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,690	4.436	465,535	24422EUY3	27792	466,315
Toyota Motor Credit	USBGC	500,000	4.550	10/30/2024	499,880	08/09/2029	1,712	4.554	499,655	89236TMK8	27834	499,882
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,731	4.556	499,310	6944PL3C1	27842	498,782
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,760	4.620	488,925	69371RT48	27837	491,644
John Deere Capital C	USBGC	500,000	4.850	10/30/2024	508,480	10/11/2029	1,775	4.463	508,615	24422EWN5	27829	508,332
Fund Total and Average		\$ 96,366,476	3.921		\$ 96,360,376		331	3.911	\$ 95,256,666			\$ 96,346,307

MPP GHG Auction Acct

California Asset Mgm	CMP	783,992	5.030	09/13/2022	783,992		1	5.030	783,992	SYS70076	70076	783,992
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70045	70045	0
Fund Total and Average		\$ 783,992	5.030		\$ 783,992		1	5.030	\$ 783,992			\$ 783,992

MPP Security Deposit Acct

California Asset Mgm	CMP	493,401	5.030	10/28/2022	493,401		1	5.030	493,401	SYS70078	70078	493,401
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
Fund Total and Average		\$ 493,401	5.030		\$ 493,401		1	5.030	\$ 493,401			\$ 493,401

SCPA Balancing Account

First American Govt.	USBGC	14,000	4.740		14,000		1	4.740	14,000	SYS70023	70023	14,000
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Northern California Power Agency
Treasurer's Report
11/30/2024

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
California Asset Mgm	CMP	16,005,404	5.030	05/27/2022	16,005,404		1	5.030	16,005,404	SYS70072	70072	16,005,404
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	121	0.600	497,160	588145F74	27113	503,857
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	151	0.649	103,300	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	151	0.649	290,076	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	182	0.952	491,205	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	212	0.932	489,580	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	212	0.609	489,030	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	302	0.530	1,981,932	3133EMB10	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	302	0.530	1,985,758	3133EMB14	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/09/2026	434	0.699	478,890	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	436	0.530	477,655	3130AKWA0	27164	499,940
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	443	0.710	959,503	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	451	0.500	119,256	3130AKXX9	27160	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	452	0.630	955,170	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	463	0.800	1,579,001	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/29/2021	500,000	06/25/2026	571	1.199	467,540	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.290	08/02/2021	503,610	07/16/2026	592	1.050	474,115	57629WDE7	27248	501,184
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	633	1.250	46,422	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	693	1.567	189,458	872898AA9	27331	200,663
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	708	1.569	260,007	74460DAG4	27311	274,647
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	708	1.475	236,370	74460DAG4	27337	250,114
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	758	1.509	95,434	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	771	1.731	496,886	24422EWA3	27362	524,671
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	788	1.691	286,059	3130AQN86	27365	300,000
Federal Home Loan Ba	USBGC	500,000	4.000	04/29/2022	500,000	04/29/2027	879	4.219	496,895	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	881	4.110	497,645	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.480	08/24/2022	130,000	08/01/2027	973	3.509	127,583	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	08/16/2023	287,654	08/01/2027	973	4.730	281,556	250375LS9	27602	279,089
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	997	4.200	367,932	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,067	4.759	1,033,890	09261BAJ9	27541	1,029,456
Mercedes-Benz Fin, N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,178	5.003	291,456	233851DF8	27607	289,293
Mercedes-Benz Fin, N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,215	4.634	125,253	58769JAG2	27573	125,609
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,507	4.626	526,239	24422EXH7	27743	522,550
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,530	4.373	503,035	009158BH8	27793	504,261
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,654	4.614	509,755	74368CBY9	27835	512,105
Applied Materials In	USBGC	500,000	4.800	08/01/2024	509,280	06/15/2029	1,657	4.371	506,950	038222AS4	27795	508,645
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,690	4.436	465,535	24422EUY3	27794	466,315
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,731	4.556	499,310	6944PL3C1	27843	498,782
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,760	4.620	488,925	69371RT48	27838	491,644
Fund Total and Average		\$ 36,739,404	3.348		\$ 36,771,935		400	3.322	\$ 36,192,170			\$ 36,722,229



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General Operating 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
General Operating Reserve												
First American Govt.	USBGC	116,138	4.740		116,138		1	4.740	116,138	SYS70019	70019	116,138
California Asset Mgm	CMP	20,825,949	5.030	12/14/2018	20,825,949		1	5.030	20,825,949	SYS70071	70071	20,825,949
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
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,861,288	12/13/2024	12	0.830	1,818,890	3130A3GE8	28962	1,821,140
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	57	1.846	498,340	90331HMS9	26951	500,706
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	76	1.161	496,885	384802AE4	27000	500,686
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	76	1.217	496,885	384802AE4	27005	500,630
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	121	0.600	497,160	585145F74	27114	503,857
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,460	04/01/2025	121	1.038	989,990	899559QD3	27006	1,001,131
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	151	0.750	511,400	447025A56	27112	519,212
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	182	0.866	983,430	438516CB0	27008	1,002,359
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	182	1.299	415,787	471376FJ7	27011	422,369
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,567,985	06/15/2025	196	1.033	1,487,925	740189AM7	27017	1,518,206
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	204	1.050	731,955	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	212	0.845	489,580	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	212	0.774	488,715	977123X78	27042	500,000
Mel Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	213	2.145	3,915,160	59217GEJ4	27376	3,973,088
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	243	0.940	796,165	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	280	0.600	973,110	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	280	0.570	969,790	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	302	0.530	1,938,300	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	302	0.530	1,666,955	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	302	0.520	968,570	3130AKAZ9	27081	1,000,000
Federal Home Loan MI	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	330	0.540	483,145	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	359	0.798	965,110	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	365	0.560	481,710	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	374	1.060	1,463,958	40139LBC6	27223	1,517,187
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	386	0.825	238,610	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	394	0.599	480,660	3135G06Q1	27141	500,216
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	434	0.699	478,890	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	443	0.710	959,503	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	465	1.054	600,989	808513BF1	27220	628,793
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	470	0.841	955,220	3130ALEL4	27203	999,351
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	477	1.000	163,397	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	484	1.010	956,650	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	486	1.119	478,925	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	505	1.084	480,080	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,828	05/15/2026	530	1.079	524,304	91324PEC2	27232	550,546



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General Operating 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
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	543	1.250	1,049,963	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	571	1.199	1,168,850	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	577	1.590	353,931	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	592	1.050	948,230	57629WDE7	27249	1,002,368
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,062	09/15/2026	653	3.000	399,798	437076BN1	27387	408,957
John Deere Capital C.	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	681	1.235	94,465	24422EVW6	27297	100,117
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/18/2022	1,792,286	10/13/2026	881	4.569	1,922,281	63859UBH5	27420	1,930,245
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	693	1.567	805,197	872898AA9	27333	852,819
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	708	1.490	1,496,586	74460DAG4	27308	1,585,290
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	708	1.569	345,100	74460DAG4	27312	364,532
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,085,234	11/09/2026	708	1.475	1,005,991	74460DAG4	27339	1,064,486
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	729	1.500	1,107,775	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	758	1.509	143,151	3130AQER0	27345	150,000
John Deere Capital C.	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	771	1.731	414,545	24422EWA3	27363	437,726
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	788	3.375	490,960	3130ARP62	27398	500,000
Amazon.com Inc.	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	863	4.123	1,006,516	023135CF1	27419	1,011,954
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	872	3.628	1,740,087	872898AF8	27404	1,779,458
Qualcomm Inc	USBGC	1,035,000	3.250	08/18/2022	985,059	05/20/2027	900	4.122	1,007,179	747526AU7	27421	1,014,885
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	926	3.631	492,095	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	987	4.944	264,222	30303M8B1	27484	260,882
Amazon.com Inc	USBGC	75,000	3.150	08/21/2022	71,737	08/22/2027	994	4.136	72,797	023135BC9	27457	73,192
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,046	4.750	1,015,300	3133EPMY1	27659	1,000,000
NJ Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,126	4.211	919,350	646140DR1	27849	921,978
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	480,480	01/01/2028	1,126	4.235	482,650	66285WB88	27797	484,345
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,157	4.962	832,068	13063DC48	27658	817,185
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,849	03/01/2028	1,186	4.888	210,273	4423317B4	27677	206,959
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,200	4.816	543,189	525876WS3	27641	538,180
NYC Transitional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,247	4.922	2,332,571	64971X7J1	27639	2,292,367
Washington Co. Schoo	USBGC	500,000	1.583	11/22/2024	453,530	06/15/2028	1,292	4.441	456,090	938429V95	27871	453,856
Covina Vallley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,339	4.352	247,330	223093VR3	27704	247,424
Los Angeles CGD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,339	3.947	552,744	54438CYM8	27727	553,207
Jefferson CA School	USBGC	565,000	1.450	11/22/2024	506,845	09/01/2028	1,370	4.441	511,139	472412SN6	27872	507,230
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,461	4.357	566,518	16772PCP9	27729	569,852
State of Illinois	USBGC	500,000	5.250	02/09/2024	514,705	12/01/2028	1,461	4.661	509,225	452153GY9	27728	512,219
Texas Public Financi	USBGC	600,000	1.430	08/01/2024	530,868	02/01/2029	1,523	4.271	535,092	882689BX1	27798	535,989
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,551	4.602	514,605	13063D3P1	27767	509,370
State University of	USBGC	500,000	3.159	11/21/2024	477,750	03/15/2029	1,585	4.298	479,295	64990FY65	27859	477,893
Oregon State General	USBGC	500,000	4.980	11/21/2024	512,305	04/01/2029	1,582	4.352	512,660	68808WBA9	27860	512,227
Texas A & M Universi	USBGC	500,000	3.381	11/21/2024	481,175	05/15/2029	1,626	4.313	482,015	88213AHR9	27881	481,292
Oregon State General	USBGC	500,000	1.673	11/04/2024	440,825	08/30/2029	1,672	4.520	442,655	68583RDD1	27851	441,778
City of El Segundo C	USBGC	1,000,000	1.977	11/21/2024	897,300	07/01/2029	1,673	4.465	902,350	284035AH5	27856	897,919
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,673	4.330	480,385	91412HFG3	27846	479,802



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General Operating 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
University of Calif	USBGC	500,000	3.349	11/21/2024	480,900	07/01/2029	1,673	4.269	480,385	91412HFG3	27862	481,015
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,704	3.901	354,848	046558EY4	27801	363,004
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,704	4.281	504,065	13063EGT7	27853	505,022
City of Commerce CA	USBGC	400,000	1.859	08/02/2024	353,988	08/01/2029	1,704	4.451	356,080	20056XAF5	27800	357,032
Fresno CA School Dis	USBGC	500,000	0.000	11/22/2024	404,890	08/01/2029	1,704	4.936	407,005	3582325T9	27874	405,390
Mt. San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,704	4.194	471,270	623040MD1	27799	475,085
SF BART District	USBGC	595,000	2.822	11/22/2024	550,137	08/01/2029	1,704	4.418	553,808	797661XA8	27875	550,376
Yosemite Community C	USBGC	1,000,000	2.350	11/21/2024	916,800	08/01/2029	1,704	4.326	918,180	987388GZ2	27858	917,292
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,735	4.249	517,340	13063EBP0	27844	518,579
California State Gen	USBGC	500,000	5.125	11/22/2024	515,030	09/01/2029	1,735	4.418	517,340	13063EBP0	27873	514,951
Corona-Norco Unified	USBGC	1,000,000	1.956	11/21/2024	895,490	09/01/2029	1,735	4.404	893,200	21976THM7	27855	896,098
Glendale Unified Sch	USBGC	1,000,000	1.480	11/21/2024	878,320	09/01/2029	1,735	4.325	882,510	378460A90	27857	879,027
Fund Total and Average		\$ 91,272,712	2.659		\$ 89,944,836		568	3.017	\$ 88,484,484			\$ 89,855,942
GRAND TOTALS:		\$ 225,655,985	3.327		\$ 224,344,539		435	3.463	\$ 221,210,603			\$ 224,200,871

*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 11/30/2024

Callable Dates:

Inv #			Inv #			Inv #		
26947	USBANK	Anytime starting 12/27/2024	27139	JPM	Quarterly	27313	JPM	Quarterly
26951	USBANK	Anytime starting 12/27/2024	27141	FNMA	Quarterly	27329	NYSHGR	Anytime
27024	JPM	Quarterly	27149	TOY	1/20/2025 and 7/20/2025	27398	FHLB	Quarterly
27041	WISTRN	Anytime	27164	FHLB	Anytime	27399	FHLB	Quarterly
27042	WISTRN	Anytime	27168	APPL	Anytime starting 1/8/2026	27423	CTS	Anytime
27055	CASWTR	Anytime	27169	APPL	Anytime starting 1/8/2026	27440	ALA	Anytime
27056	FNMA	Quarterly	27171	JPM	Quarterly	27441	FHLB	Quarterly
27058	PHOGEN	Anytime	27172	JPM	Quarterly	27559	FHLB	Quarterly
27071	FAMC	Semi-annually	27178	LOUIS	Anytime	27560	ORS	Anytime
27077	FFCB	Anytime	27195	FHLB	Quarterly	27606	FHLB	Anytime starting 6/23/2025
27078	FFCB	Anytime	27200	FFCB	Anytime	27639	NYCGEN	Anytime
27079	FFCB	Anytime	27201	FFCB	Anytime	27657	FHLB	Monthly
27080	FFCB	Anytime	27203	FHLB	Quarterly	27727	LOSHGR	Anytime
27081	FHLB	Anytime	27213	FHLB	Quarterly	27729	CHITRN	Anytime
27104	FHLMC	Annually	27216	ORSGEN	Anytime	27767	CAS	Anytime
27110	CASMED	Anytime	27225	BAC	Semi-annually	27834	TOYOTA	Make Whole
27113	MEMGEN	Anytime	27226	BAC	Semi-annually	27846	UNVHGR	Make Whole
27114	MEMGEN	Anytime	27227	BAC	Semi-annually	27856	ESGGEN	Make Whole
27124	FFCB	Anytime	27228	BAC	Semi-annually	27859	NYSHGR	Make Whole
27125	BALGEN	Anytime	27251	JPM	Annually	27860	ORSHGR	Make Whole
27126	BALGEN	Anytime	27252	FHLB	Quarterly	27881	TAMHGR	Make Whole
27137	FNMA	Annually	27255	BAC	Semi-annually	27862	UNVHGR	Make Whole
27138	JPM	Quarterly	27256	BAC	Semi-annually	27863	BMV	Make Whole
			27276	FHLB	Quarterly			



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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	4.740		5,000		1	4.740	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	341	0.460	1,442,137	313SG06G3	27167	1,495,552
Fund Total and Average		\$ 1,500,000	0.514		\$ 1,502,796		340	0.474	\$ 1,447,137			\$ 1,500,552

Geo Decommissioning Reserve

First American Govt.	USBGC	0	4.740		0		1	4.740	0	SYS70034	70034	0
California Asset Mgm	CMP	2,447,981	5.030	09/01/2022	2,447,981		1	5.030	2,447,981	SYS70074	70074	2,447,981
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70027	70027	0
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	76	1.161	422,352	384802AE4	27002	425,583
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	182	0.952	491,205	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	212	1.372	736,013	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	212	0.809	489,030	592112XC5	27544	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	243	0.940	976,890	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	374	1.090	486,381	40139LBC6	27224	504,065
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	434	0.700	957,780	037833EB2	27162	1,000,000
J.P. Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	515	1.200	473,210	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	571	1.199	701,310	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	633	1.250	46,422	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	649	1.629	1,821,076	037833DN7	27361	1,906,573
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	652	1.227	141,825	14913R2Q9	27289	149,800
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/09/2021	1,366,715	10/25/2026	693	1.567	1,302,524	872898AA9	27334	1,379,561
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	708	1.490	723,292	74460DAG4	27309	785,140
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	708	1.475	1,628,117	74460DAG4	27340	1,722,787
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	881	3.862	739,493	64966QC9B	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	941	4.841	199,958	3130ASH44	27558	199,338
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	942	4.738	514,165	544495VX9	27526	509,059
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,012	4.125	1,390,298	931142EX7	27458	1,393,874
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,034	4.682	194,214	072031AP2	27527	193,276
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,046	4.750	152,295	3133EPM1	27660	150,000
TCI Communications I	USBGC	320,000	7.125	08/08/2023	351,606	02/15/2028	1,171	4.747	344,323	872287AL1	27599	341,621
American Honda Finan	USBGC	375,000	3.500	08/20/2023	367,113	02/15/2028	1,171	4.650	363,641	02685WCE3	27604	362,676
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,215	4.634	125,253	58769JAG2	27574	125,000
Yosemite Community C	USBGC	500,000	2.210	11/28/2024	466,315	08/01/2028	1,339	4.204	464,480	987388GY5	27877	466,442
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,492	5.220	214,806	562784AJ7	27678	208,336
East Side Union High	USBGC	275,000	1.927	09/05/2024	251,853	08/01/2029	1,704	3.824	246,337	275282PW5	27608	252,980
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	1,916	2.078	518,164	64966QLX6	27219	583,933
California State Uni	USBGC	210,000	1.740	11/18/2022	187,082	11/01/2030	2,161	4.870	181,217	13077DMR0	27482	178,070
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,262	1.360	853,180	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,270	1.460	819,210	31422XAU6	27177	972,000



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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	2,270	1.482	505,068	31422XAU6	27246	599,219
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,392	3.439	1,438,795	3130ANJL2	27439	1,538,870
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,403	4.430	284,447	953107AK5	27512	283,574
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,431	1.704	1,687,320	3130AN7G8	27245	2,004,290
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,434	1.565	426,360	56781RKZ9	27272	504,460
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,434	4.780	263,987	675383TR4	27513	261,607
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,448	2.134	326,834	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,448	2.134	213,268	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,556	5.110	83,365	16772PCS3	27485	80,965
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,591	2.044	2,103,800	3133ENJZ4	27360	2,460,915
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,704	4.181	945,282	31422XXY3	27403	971,361
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,861	4.873	349,489	13063DZ20	27637	341,817
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,204	4.695	437,941	3130AWW23	27638	428,079
Fund Total and Average		\$ 32,531,981	2.343		\$ 32,076,108		1338	2.530	\$ 30,231,398			\$ 32,161,861
GRAND TOTALS:		\$ 34,031,981	2.261		\$ 33,578,904		1293	2.438	\$ 31,678,535			\$ 33,852,413

*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 11/30/2024

Callable Dates:

Inv #

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
27626	LOSUTL	Anytime
27627	BAYUTL	Anytime
27678	MNBGEN	Anytime



Northern California Power Agency
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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	967,148	5.030	07/25/2024	967,148		1	5.030	967,148	SYS70079	70079	967,148
Fund Total and Average		\$ 967,148	5.030		\$ 967,148		1	5.030	\$ 967,148			\$ 967,148
GRAND TOTALS:		\$ 967,148	5.030		\$ 967,148		1	5.030	\$ 967,148			\$ 967,148

*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 11/30/2024



Northern California Power Agency
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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	2,039,720	4.740		2,039,720		1	4.740	2,039,720	SYS70031	70031	2,039,720
California Asset Mgm	CMP	3,821,145	5.030	09/01/2022	3,821,145		1	5.030	3,821,145	SYS70073	70073	3,821,145
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70028	70028	0
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	14	1.744	499,565	931142DV2	26950	500,168
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	103	4.296	500,310	3130AUZC1	27571	500,440
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	144	0.839	538,482	06406RAN7	27221	546,615
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	169	0.675	491,575	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	182	4.773	100,252	56052AH90	27605	100,106
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	212	5.007	97,983	592096X89	27676	97,796
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	243	1.229	244,613	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	257	1.950	499,235	283734TC5	27131	508,038
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	08/12/2025	285	4.904	180,623	3130AWS92	27625	179,956
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	304	0.765	128,094	13034AL85	27132	130,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	344	4.980	251,813	89236TKK0	27608	250,958
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	359	0.798	965,110	06048VVK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	374	0.615	481,690	3135G08J7	27136	500,175
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	386	0.825	477,220	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/09/2021	501,550	12/30/2025	394	0.576	480,660	3135G05Q1	27148	500,336
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	438	0.530	477,555	3130AKWA0	27165	499,940
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	450	4.226	526,301	58933YAY1	27526	528,144
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	451	0.500	477,025	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	454	4.200	34,386	17275RBC5	27481	34,497
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	456	3.996	200,472	3133EPCF0	27587	201,176
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,066	03/02/2026	456	4.386	384,164	233851EC4	27588	386,296
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	467	4.720	201,886	641062BK9	27603	201,254
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	506	1.090	480,080	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	530	1.062	476,640	91324PEC2	27231	500,495
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	577	4.385	249,958	040664HH0	27589	250,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	624	0.875	472,010	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	631	0.967	473,170	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	633	1.250	46,422	06048VWN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/09/2021	201,704	10/25/2026	693	1.567	189,458	872898AA9	27332	200,663
Public Storage	USBGC	250,000	1.500	12/09/2021	250,290	11/09/2026	708	1.475	236,370	74460DAG4	27338	250,114
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	758	1.509	477,170	3130AQER0	27344	500,000
State of Connecticut	USBGC	500,000	3.332	11/01/2024	490,490	04/15/2027	865	4.154	488,175	20772KGR4	27848	490,613
Los Angeles Unified	USBGC	500,000	5.981	10/31/2024	518,460	05/01/2027	881	4.405	516,410	544646AB9	27839	517,845
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	942	4.610	488,381	341271AE4	27725	488,900
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/06/2027	947	4.754	551,474	74368CBP8	27732	549,057
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	973	4.376	488,717	796711H36	27722	489,837
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	994	4.136	145,593	023135BC9	27456	146,385



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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
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	997	4.200	397,764	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/15/2024	569,495	09/14/2027	1,017	4.268	523,317	14913R2G1	27705	523,850
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	1,017	4.427	459,050	14913R2G1	27724	457,583
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	1,034	4.205	507,680	419792J64	27726	508,193
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,077	4.415	456,100	110122DP0	27723	455,730
Federal Agricultural	USBGC	1,000,000	4.250	11/22/2024	1,001,500	11/18/2027	1,082	4.195	1,002,160	31424WRD6	27868	1,001,487
Federal National Mtg	USBGC	500,000	4.550	11/26/2024	500,750	11/18/2027	1,082	4.495	500,950	3135GAZ61	27876	500,747
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,095	4.214	503,630	023135CP9	27706	504,585
N.J Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,126	4.211	919,350	646140DR1	27850	921,978
N, Texas Tollway Aut	USBGC	800,000	1.727	08/18/2024	727,928	01/01/2028	1,126	4.511	740,240	86285WB88	27777	737,156
N, Texas Tollway Aut	USOC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,126	4.235	462,650	86285WB88	27796	464,345
Oklahoma St Turnpike	USBGC	535,000	1.572	11/04/2024	493,211	01/01/2028	1,126	4.239	492,628	679111ZV9	27852	494,204
TCI Communications I	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,171	4.841	538,005	872287AL1	27716	532,875
San Francisco Comm C	USBGC	500,000	1.819	10/31/2024	459,230	08/15/2028	1,292	4.272	458,625	797683HL6	27841	460,168
Federal Home Loan Ba	USBGC	1,000,000	4.000	11/22/2024	994,650	08/30/2028	1,307	4.180	998,540	3130AVN63	27870	994,687
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,325	4.850	256,558	6844PL2U2	27744	254,421
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,339	4.380	339,735	080495HR8	27785	338,768
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,339	4.419	273,396	76886PJR5	27784	271,776
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,339	4.346	173,364	7994082H1	27721	173,224
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,370	4.830	463,475	786089JH6	27776	458,125
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,370	4.346	235,453	799017VM7	27720	234,804
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,400	4.540	538,670	244199AW5	27717	534,315
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,400	4.440	488,525	59333P3Q9	27718	488,366
Toyota Motor Credit	USBGC	500,000	4.950	04/26/2024	491,485	01/05/2029	1,496	5.060	502,265	89236TLL7	27785	492,589
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,499	4.590	579,168	89236TFT7	27730	579,477
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,523	4.290	89,182	882669BX1	27793	89,277
Federal Farm Credit	USBGC	1,500,000	4.250	11/22/2024	1,505,160	02/14/2029	1,536	4.448	1,506,000	3133ERB67	27868	1,505,129
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	505,910	02/22/2029	1,544	4.537	507,135	110122EF1	27866	506,869
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,551	4.602	514,605	13063D3P1	27766	509,370
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,563	5.162	504,905	02665WFE6	27764	495,055
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,641	4.542	512,105	57629W4T4	27867	512,217
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,654	4.614	509,755	74368CBY9	27827	512,105
Applied Materials In	USBGC	500,000	4.800	11/22/2024	505,730	06/15/2029	1,657	4.518	506,950	038222AS4	27865	505,699
University of Califo	USBGC	500,000	3.349	11/01/2024	479,436	07/01/2029	1,673	4.330	480,385	91412HFG3	27847	479,802
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,704	4.261	504,065	13063EGT7	27854	505,022
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,731	4.583	499,310	6944PL3C1	27836	498,782
California State Gen	USBGC	2,000,000	5.125	10/24/2024	2,077,400	09/01/2029	1,735	4.233	2,069,360	13063EBP0	27817	2,075,761
California State Gen	USBGC	500,000	5.125	10/29/2024	518,765	09/01/2029	1,735	4.257	517,340	13063EBP0	27818	518,420
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,735	4.249	517,340	13063EBP0	27845	518,579
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/28/2029	1,760	4.388	488,925	69371RT48	27840	491,644
California State Gen	USBGC	500,000	2.500	10/29/2024	460,715	10/01/2029	1,765	4.287	460,875	13063DRE0	27819	461,424

Fund Total and Average

\$ 43,670,865

3.419

\$ 43,131,079

915

3.780

\$ 42,878,562

\$ 43,179,447



Northern California Power Agency
Treasurer's Report
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Hydro 2022A 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
Hydro 2022A Debt Service												
Federal Home Loan Ba	USBT	1,349,000	4.980	07/29/2024	1,319,702	01/02/2025	32	5.161	1,343,388	313385AB2	27787	1,343,028
Federal Home Loan Ba	USBT	1,342,000	4.795	08/28/2024	1,319,299	01/02/2025	32	4.945	1,336,417	313385AB2	27802	1,336,280
Federal Home Loan Ba	USBT	1,335,000	4.430	09/30/2024	1,319,558	01/02/2025	32	4.544	1,329,446	313385AB2	27812	1,329,743
U.S. Treasury	USBT	1,331,000	4.500	10/29/2024	1,320,186	01/02/2025	32	4.599	1,325,649	912797LR6	27820	1,325,676
U.S. Treasury	USBT	1,247,000	4.470	11/26/2024	1,241,271	01/02/2025	32	4.553	1,242,174	912797LR6	27878	1,242,045
Fund Total and Average		\$ 6,604,000	4.638		\$ 6,520,016		32	4.765	\$ 6,577,274			\$ 6,576,772

Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	219,000	4.980	07/29/2024	214,244	01/02/2025	32	5.161	218,089	313385AB2	27788	218,031
Federal Home Loan Ba	USBT	219,000	4.795	08/28/2024	215,295	01/02/2025	32	4.945	218,089	313385AB2	27803	218,067
Federal Home Loan Ba	USBT	217,000	4.430	09/30/2024	214,490	01/02/2025	32	4.544	216,097	313385AB2	27813	216,146
U.S. Treasury	USBT	217,000	4.500	10/29/2024	215,237	01/02/2025	32	4.599	216,160	912797LR6	27821	216,132
U.S. Treasury	USBT	203,000	4.470	11/26/2024	202,067	01/02/2025	32	4.553	202,214	912797LR6	27879	202,193
Fund Total and Average		\$ 1,075,000	4.638		\$ 1,061,333		32	4.764	\$ 1,070,649			\$ 1,070,569

Hydro Special Reserve

First American Govt.	USBGC	5,000	4.740		5,000		1	4.740	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	341	0.460	1,442,137	3135G06G3	27166	1,495,552
Fund Total and Average		\$ 1,500,000	0.514		\$ 1,502,796		340	0.474	\$ 1,447,137			\$ 1,500,552
GRAND TOTALS:		\$ 82,849,865	3.514		\$ 82,215,224		769	3.829	\$ 81,973,622			\$ 82,327,340

*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 11/30/2024

Callable Dates:

Inv #			Inv #		
26950	WMT	Anytime	27442	FHLB	Quarterly
27004	FAMCA	Semi-annually	27517	FHLB	Quarterly
27131	ELPASO	Annually	27589	AZSHGR	Anytime
27132	FFCB	Anytime	27725	FLSGEN	Anytime
27135	CASDEV	Anytime	27726	HIS	Anytime
27136	FNMA	Quarterly	27766	CAS	Anytime
27140	JPM	Quarterly	27776	SACWTR	Anytime
27165	FHLB	Anytime	27847	UNVHGR	Make Whole
27221	BK	3/24/2025	27852	OKSTRN	Make Whole
27253	FHLB	Quarterly	27865	AMAT	Make Whole
27254	FHLB	Monthly	27866	BMV	Make Whole
27257	BAC	Semi-annually	27876	FNMA	11/18/2025 only



Northern California Power Agency
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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	136,001	5.030	09/13/2022	136,001		1	5.030	136,001	SYS70077	70077	136,001
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 136,001	5.030		\$ 136,001		1	5.030	\$ 136,001			\$ 136,001

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	3,310,926	0.010		3,310,926		1	0.010	3,310,926	SYS79004	79004	3,310,926
Federal Home Loan Ba	USBT	795,000	5.050	07/29/2024	781,931	12/02/2024	1	5.212	795,705	313384R76	27789	795,888
Fund Total and Average		\$ 4,106,926	0.987		\$ 4,092,857		1	1.018	\$ 4,106,631			\$ 4,106,814

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	3,810,000	0.010		3,810,000		1	0.010	3,810,000	SYS79012	79012	3,810,000
Federal Home Loan Ba	USBT	792,000	5.050	07/29/2024	778,001	12/02/2024	1	5.212	791,707	313384R76	27790	791,889
Fund Total and Average		\$ 4,602,000	0.877		\$ 4,588,001		1	0.905	\$ 4,601,707			\$ 4,601,889

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	879,000	5.050	07/29/2024	886,999	12/02/2024	1	5.212	878,749	313384R76	27791	878,905
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	08/02/2025	183	4.441	535,152	313385GJ9	27880	535,085
Fund Total and Average		\$ 1,226,000	4.713		\$ 1,201,759		81	4.872	\$ 1,213,901			\$ 1,213,990

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	39,811	0.010		39,811		1	0.010	39,811	SYS79005	79005	39,811
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	456	0.840	4,244,427	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,526	06/12/2026	558	0.799	142,488	3130AN4T4	27270	150,169
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	744	4.080	3,601,633	91282CJP7	27700	3,609,048
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,307	4.285	119,825	3130AWN83	27624	118,906
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,369	4.608	21,177	91282CHX2	27647	20,837
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,764	4.046	40,953	91282CLN9	27825	41,003
Fund Total and Average		\$ 8,391,811	2.420		\$ 8,418,624		600	2.300	\$ 8,210,314			\$ 8,409,774

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,315,158	0.010		2,315,158		1	0.010	2,315,158	SYS79006	79006	2,315,158
Fund Total and Average		\$ 2,315,158	0.010		\$ 2,315,158		1	0.010	\$ 2,315,158			\$ 2,315,158



Northern California Power Agency
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LEC Issue #2 2010B DSR BABS

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 Issue #2 2010B DSR BABS												
US Bank Trust	USB	838,261	0.010		838,261		1	0.010	838,261	SYS79013	79013	838,261
Fund Total and Average		\$ 838,261	0.010		\$ 838,261		1	0.010	\$ 838,261			\$ 838,261

LEC O & M Reserve

First American Govt.	USBGC	33,800	4.740		33,800		1	4.740	33,800	SYS70041	70041	33,800
California Asset Mgm	CMP	5,100,528	5.030	09/09/2022	5,100,528		1	5.030	5,100,528	SYS70075	70075	5,100,528
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	0	1.776	465,000	14912L6G1	28952	465,000
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	212	0.609	342,321	582112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	212	0.609	146,535	582112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	240	0.579	975,150	3136G4D75	27047	1,000,132
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	260	0.600	973,110	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	302	0.530	726,863	3133EMB4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	302	0.530	649,337	3133EMB0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	434	0.699	478,890	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	515	1.200	473,210	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	592	1.050	948,230	57629WDE7	27250	1,002,368
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	633	1.250	92,843	06048VN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	652	1.227	472,750	14913R2Q9	27280	499,334
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	693	1.567	805,197	872898AA9	27335	852,819
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	708	1.490	486,922	74460DAG4	27310	515,094
Public Storage	USBGC	1,064,000	1.500	12/09/2021	1,065,234	11/09/2026	708	1.475	1,005,991	74460DAG4	27341	1,064,486
City of Beverly Hill	USBGC	200,000	1.327	05/28/2022	179,194	06/01/2027	912	3.654	185,636	088005KB6	27424	189,439
Mercedes-Benz Fin, N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,178	5.003	267,168	233851DF8	27609	265,186
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,582	3.752	451,485	072024XF4	27809	462,778
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,672	3.728	590,297	68587FAZ7	27811	604,474
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,735	3.826	1,132,975	13063EBP0	27810	1,165,757
Fund Total and Average		\$ 17,279,328	2.634		\$ 17,266,894		490	2.641	\$ 16,804,238			\$ 17,241,195
GRAND TOTALS:		\$ 38,894,485	2.066		\$ 38,867,555		380	2.055	\$ 38,226,211			\$ 38,863,082

*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 11/30/2024

Callable Dates:

Inv #	Inv #
27047 FHLMC Quarterly 27170 APPL Anytime starting 1/8/2026	
27057 FNMA Quarterly 27199 FFCB Anytime	
27083 FFCB Anytime 27222 JPM Annually	
27084 FFCB Anytime 27259 BAC Semi-annually	
	27809 BAYTRN Anytime



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:

- | | | |
|----------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| All Members <input checked="" type="checkbox"/> | City of Lodi <input type="checkbox"/> | City of Shasta Lake <input type="checkbox"/> |
| Alameda Municipal Power <input type="checkbox"/> | City of Lompoc <input type="checkbox"/> | City of Ukiah <input type="checkbox"/> |
| San Francisco Bay Area Rapid Transit <input type="checkbox"/> | City of Palo Alto <input type="checkbox"/> | Plumas-Sierra REC <input type="checkbox"/> |
| City of Biggs <input type="checkbox"/> | City of Redding <input type="checkbox"/> | Port of Oakland <input type="checkbox"/> |
| City of Gridley <input type="checkbox"/> | City of Roseville <input type="checkbox"/> | Truckee Donner PUD <input type="checkbox"/> |
| City of Healdsburg <input type="checkbox"/> | City of Santa Clara <input type="checkbox"/> | Other <input type="checkbox"/> |

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission note and file the report by all members for the disposal of the following from the Lodi Energy Center:

- High Voltage shrink wrap

BACKGROUND:

The NCPA Policy for the Disposal or Destruction of Surplus Supplies, Materials, or Equipment requires that such disposal or destruction be reported to the NCPA Commission within 60 days of such action.

In accordance with that policy the above listed items have been disposed of due to being obsolete and having no value to the Agency.

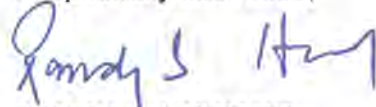
FISCAL IMPACT:

This report has no direct fiscal 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: Declarations of Surplus
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 9/30/2024

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	5	Rolls	High Voltage Shrink Wrap (P/N 0009-01786)	S				CT2/LEC
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

JUSTIFICATION FOR EXCESS/DISPOSAL:

P/N is an LEC number, however it is for CT2. The shrink wrap is very old (circa 2006) and can no longer be used.

RECOMMENDED DISPOSITION: Disposal/Trash

PREPARED BY: Melissa Philput / Rafael Santana
ORG.

APPROVED BY: Michael DeBorta CODE: _____
(ASST. GEN. MANAGER)

AUTHORIZATION
TO PROCEED: Kandy S. Ifer DATE: 10/1/24
(GENERAL MANAGER)

☐ PUBLIC SALE ☐ PRIVATE SALE
☒ DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

** CONDITION: EXCELLENT (E), GOOD (G), AVERAGE
POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER





Date: 10/9/2024

This notice confirms that the Northern California Power Agency has disposed of the following items listed below:

- 5 Rolls of High Voltage Shrink Wrap

These items will be disposed of in the facility dumpster.

Northern California Power Agency

Employee Name: Melissa Philpot

Signature: Melissa Philpot

Monies Received for this?

☐ YES

☒ NO



13

Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Process Measurement Group dba Toledo Industrial Coatings – Five Year Multi-Task General Services Agreement for Specialized Industrial Protective Coatings Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM: Michael DeBortoli *MD*
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 25-01 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Process Measurement Group dba Toledo Industrial Coatings for specialized industrial protective coatings 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.

BACKGROUND:

Routine, recurring and usual specialized industrial protective coatings related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. 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 Blackhawk Painting Co., Inc. (pending) and Farwest Insulation Contracting.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$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:

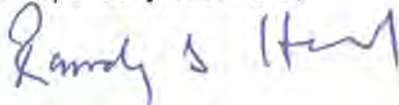
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-01
- Multi-Task General Services Agreement with Process Measurement Group dba Toledo Industrial Coatings

RESOLUTION 25-01

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH PROCESS
MEASUREMENT GROUP DBA TOLEDO INDUSTRIAL COATINGS**

(reference Staff Report 100:25)

WHEREAS, specialized industrial protective coatings related services are required from time to time for the operation and maintenance of 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, Process Measurement Group dba Toledo Industrial Coatings is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Process Measurement Group dba Toledo Industrial Coatings 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 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 \$500,000 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PROCESS MEASUREMENT GROUP DBA TOLEDO INDUSTRIAL COATINGS**

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 Process Measurement Group dba Toledo Industrial Coatings, a corporation, with its office located at 1316 Church Street, Roseville, CA 95678 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does

not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific

Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for

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

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance,

provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by 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.

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

Process Measurement Group dba Toledo Industrial Coatings
Attention: Jesse Toledo
1316 Church Street
Roseville, CA 95678

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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third

party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

PROCESS MANAGEMENT GROUP DBA
TOLEDO INDUSTRIAL COATINGS

Date _____

Date _____

RANDY S. HOWARD
General Manager

JESSE TOLEDO,
CFO/COO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Process Measurement Group dba Toledo Industrial Coatings ("Contractor") shall provide routine and recurring T&M specialized industrial protective coatings as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Surface Prep (Abrasive Blasting, Water Jetting, and other forms)
- Specialized Industrial Protective Coatings
- Floor Polishing and Epoxies

Contractor may provide services at all Project Site Locations.

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:

	DIR PW Hrly Rate 2024	DIR PW OT 2024	Single Day Rate 2024	DIR PW Hrly Rate 2025	DIR PW OT 2025	Single Day Rate 2025	DIR PW Hrly Rate 2026	DIR PW OT 2026	Single Day Rate 2026	Standard Hourly Rate	Standard OT Rate	Standard Single Day Rate
Staffing												
Superintendent			\$0.00			\$0.00			\$0.00	\$60.00	\$90.00	\$480.00
Foreman			\$0.00			\$0.00			\$0.00	\$55.00	\$82.50	\$440.00
General Laborer	\$63.81	\$81.44	\$510.48	\$66.31	TBD	\$530.48	\$70.81	TBD	\$566.48	\$0.00	\$0.00	\$0.00
Coating Applicator Specialist 1	\$65.98	\$87.51	\$527.84	\$68.48	TBD	\$547.84	\$72.98	TBD	\$583.84	\$0.00	\$0.00	\$0.00
Coating Applicator Specialist 2	\$65.98	\$87.51	\$527.84	\$68.48	TBD	\$547.84	\$72.98	TBD	\$583.84	\$0.00	\$0.00	\$0.00
Confined Space Attendant			\$0.00			\$0.00			\$0.00	\$35.00	\$52.50	\$280.00
CDPH Lead Supervisor			\$0.00			\$0.00			\$0.00	\$50.00	\$75.00	\$400.00
CDPH Lead Worker			\$0.00			\$0.00			\$0.00	\$42.00	\$63.00	\$336.00

Equipment	Hourly	Daily	Weekly	4 Weeks
Compressors 185cfm	\$30.25	\$242.00	\$596.00	\$1,600.00
375-450cfm	\$38.69	\$296.00	\$819.00	\$2,568.00
700-900	\$49.50	\$383.00	\$1,018.00	\$3,412.00
1600cfm	\$125.35	\$935.00	\$2,745.00	\$6,908.00
Generator	Hourly	Daily	Weekly	4 Weeks
Smaller Gen	\$5.76	\$46.08	\$184.32	\$552.96
25KVA	\$38.38	\$307.00	\$699.00	\$815.00
70KVA	\$48.75	\$390.00	\$1,100.00	\$2,496.00

Blast Pots	Hourly	Daily	Weekly	4 Weeks
8 Ton	\$11.90	\$333.33	\$1,333.33	\$4,000.00
600Lb	\$8.63	\$241.67	\$966.67	\$2,900.00
Hoses and controls	\$8.93	\$250.00	\$1,000.00	\$3,000.00
Recovery System	\$26.79	\$750.00	\$3,000.00	\$9,000.00
Recovery System Hoses	\$7 ft.			
Air Dryer 1600cfm	\$27.38	\$191.67	\$766.67	\$2,300.00
Sprayers	Hourly	Daily	Weekly	4 Weeks
Plural Sprayer	\$148.50	\$1,100.00	\$2,700.00	\$11,890.00
Single Leg Sprayer	\$28.10	\$220.40	\$881.60	\$2,644.80
Electrical/ Pressure Pot	\$20.00	\$85.00	\$340.00	\$1,020.00
Forklift	Hourly	Daily	Weekly	4 Weeks
4k Lift Truck	\$56.65	\$453.20	\$1,210.00	\$3,630.00
6k Reach	\$69.88	\$559.00	\$1,309.00	\$3,213.00
10k Reach	\$103.25	\$826.00	\$2,079.00	\$5,271.00

Other Rental Rates:	Hourly	Daily	Weekly	4 Weeks
Dehumidifier	\$93.75			
1 elec 167amps	\$30.60	\$765.00	\$2,295.00	\$6,885.00
1 propane				
2 elec 80 amps	\$18.00	\$450.00	\$1,350.00	\$4,050.00
2 propane				
3 elec 66 amps	\$15.33	\$383.33	\$1,150.00	\$3,450.00
3 propane				
Pump	\$7.39			
Trucks	\$37.50	\$300.00		
Trailers	Hourly	Daily	Weekly	4 Weeks
7K	\$15.00	\$93.00	\$352.00	\$715.00
Electrical tools	\$0.99			

Other Rates:		
Travel	Current IRS rates	
Perdiem	\$40 Daily	Hotel Daily + 5%
Markup Rates		
Shop Rates	\$75- \$85 Hr	
Materials	10.0%	
Equipment	15%	
Diesel/Gas	\$10-\$12 gallon	
Mob/Demob	Number of hours worked using rates above	
Labor Multiplier Rate	2.20	

NCPA acknowledges that Contractor's rates are subject to change. Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

Process Measurement Group dba Toledo Industrial Coatings

(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,

Process Measurement group dba Toledo Industrial Coatings

(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: January 23, 2025

SUBJECT: Integrity Inspections – Five Year Multi-Task General Services Agreement for Specialty Mechanical and Inspection Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-02 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections for specialty mechanical and inspection 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.

BACKGROUND:

Various specialty mechanical and inspection services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. 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 Premium Inspection Company and Team Industrial Services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-02
- Multi-Task General Services Agreement with Integrity Inspections

RESOLUTION 25-02

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH INTEGRITY
INSPECTIONS**

(reference Staff Report 101:25)

WHEREAS, various specialty mechanical and inspection services are required from time to time for the operation and maintenance of 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, Integrity Inspections is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Integrity Inspections 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 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 \$500,000 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND INTEGRITY INSPECTIONS

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 Integrity Inspections, an S-Corp, with its office located at 23073 County Road, Esparto, CA 95627 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE HUNDRED THOUSAND dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 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.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all

applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall 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.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by 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.

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

Integrity Inspections
Attention: Jay Locatelli
23073 County Road
Esparto, CA 95627

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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

INTEGRITY INSPECTIONS

Date _____

Date _____

RANDY S. HOWARD,
General Manager

JAY LOCATELLI,
Owner / CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Integrity Inspections ("Contractor") shall provide specialty mechanical and inspection services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA members, Southern California Public Power Authority (SCPPA), or SCPPA members.

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

On-Steam Services:

- Energy Management
- Emissions Control
- Engineering and Project Management Services

Turnaround/Outage Services:

- 3-D Measurement and Inspection Services
- Inspection (NDE/NDT)
- Engineering and Outage Management Services

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:

NDE SERVICES

Call-Out NDE Services may refer to the following:

(Billable rate is based off the technicians certifications held):

- Magnetic Particle Inspection
- Ultrasonic Inspection Shear and Phased Array
- Radiographic Inspection CR, DR, & Conventional
- Penetrant Inspection
- Positive Material Identification LIBS & XRF
- Eddy Current, Remote Field Testing, and IRIS Inspection
- API/Visual Inspection/Drone Inspections
- AutoCAD Services
- Data Entry Services
- Advanced Technologies, including, but not limited to:
 - Computerized Radiography
 - Phased Array Ultrasonics
 - Eddy Current Array

Labor ¹

	<u>S.T.</u>	<u>O.T.</u>	<u>P.T.</u>
Group I ASNT Level II & III	\$162.00	\$243.00	\$324.00
Group 2 AWS CWI	\$157.00	\$235.50	\$314.00
Group 3	\$145.00	\$217.50	\$290.00
Group 4 NACE & Level I	\$136.00	\$204.00	\$272.00

Equipment - NDE**Magnetic Particle Equipment** ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Magnetic Particle Portable Blacklight	\$60.00	Shift
Magnetic Particle Portable Yoke	\$60.00	Shift
Temp Gun	\$25.00	Shift
Light Meter	\$30.00	Shift
Magnetic Particle Machines and Accessories (0-6000 amps)	\$1,000.00	Shift

Ultrasonic Equipment ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Ultrasonic Thickness Meter	\$125.00	Shift
Ultrasonic Flaw Detector	\$200.00	Shift
AUT System	\$950.00	Shift
Phased Array Unit	\$900.00	Shift
HydroFORM Scanner / Chain Scanner	\$300.00	Shift
Cobra Tube Scanner	\$300.00	Shift
Transducers	Cost + 15 %	

Radiographic Equipment ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Pick-up Truck Mounted Darkroom	\$135.00	Shift
Mobile Dark Room Trailer	\$525.00	Week
Selenium 75 Source	\$375.00	Shift
Iridium 192 Source	\$135.00	Shift
Cobalt 60 Source	\$750.00	Shift
Computerized Radiography (CR)3	\$800.00	Shift
Digital Radiography (DR)	\$800.00	Shift

Positive Material Identification Equipment ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Positive Material Identification	\$600.00	Shift
Positive Material Identification with Carbon Content	\$950.00	Shift
Ferrite Tester / Hardness Tester	\$200.00	Shift

Hardness Testing Equipment ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Impression Tester	\$175.00	Shift
Electronic Tester	\$200.00	Shift

Eddy Current/Remote Field Testing/IRIS Inspection ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Ferrous & Non-Ferrous Tester (ET/RFT)	\$975.00	Shift
IRIS Tester	\$975.00	Shift
Surface Eddy Current Tester	\$975.00	Shift
Specialty Probe Cost	Cost + 15 %	
Calibration standards (Special Order Only)	Cost + 15 %	

Remote Access Equipment ^{1&2}

	<u>Rate</u>	<u>UOM</u>
Remote Access Truck	\$200.00	Shift
Remote Access Kit	\$250.00	Shift

Tank Inspection Equipment ^{1&2}

	<u>Rate</u>	<u>UOM</u>
MFE Floor Scanner	\$825.00	Shift
Tank Crawler	\$725.00	Shift

Remote Viewing

	<u>Rate</u>	<u>UOM</u>
Borescope	\$725.00	Shift
Drone	\$1,500.00	Shift

Note: Shift is defined as 12 hours or less unless stated otherwise.

¹ A minimum equipment charge of 1 single shift per day applies.

² All Equipment rates are based on a single shift operation.

³ 20 plates are provided with equipment package, additional may be charged for use or damages caused
Rental Equipment charged at cost +15%

Consumable Materials - NDE

Radiographic Film	\$0.25 Inch
Dry Magnetic Powder	\$40.00 Pound
14 AM Prepared Bath (Aerosol)	\$40.00 Can
Bulk Wet Magnetic Particle	\$40.00 Quart
Aerosol Cleaner	\$40.00 Can
Aerosol Penetrant	\$40.00 Can
Aerosol Penetrant Developer	\$40.00 Can
Cold Couplant (Ambient to 120°F)	\$40.00 Quart
Medium Temperature Couplant (120°F to 400°F)	\$40.00 Ounce
High Temperature Couplant (400°F to 900°F)	\$100.00 Tube

Miscellaneous

Utility Vehicle	\$110.00 Shift
Portable Generator w/fuel	\$55.00 Day
All Third Party Rental Equipment, Supplies, Materials, Freight	Cost + 15%
RT Welder Qualification Coupon (ST) Flat Rate	\$300.00 Per Coupon
RT Welder Qualification Coupon (OT) Flat Rate	\$450.00 Per Coupon
RT Welder Qualification Coupon (DT) Flat Rate	\$600.00 Per Coupon
Destructive Machine	\$800.00 Shift

Travel, Meals & Lodging

Lodging & Meals	\$250.00 Per Day / Person
Meals	\$80.00 Per Day / Person
Mileage (Minimum 20 miles per Trip)	Per IRS Rates
Airfares (Timekeeper rates may apply for Managing)	Cost + 15%
Rental Vehicle and Gasoline	Cost + 15%
Lodging - (where adequate or affordable lodging is unavailable)	Cost + 15%

Whenever possible, Integrity Inspections LLC will assign personnel living in the area closest to the project. In the event that employee requirements exceed the available labor pool in the closest area or the required Level is not available, we will draw on the personnel resources of other regions and additional travel charges will apply.

Conditions

Four (4) hour minimum labor charge will apply to all local work in town, unless otherwise stated; A Eight (8) hour minimum will apply to all out of town employees.

Call-Out after 3pm may result in OT/DT Charges, 24 Hour Notice Required.

Local Mobilization/Demobilization from Benicia, CA which includes loading and transporting of equipment will be charged at applicable Labor rates.

Out of town employees traveling from outside a 50 mile radius, travel time will be charged portal to portal and at the regular, overtime or premium rate, whichever is applicable at the time the travel occurs.

Standby rates for lost time due to delays beyond our control are charged at the applicable hourly rate for labor 8 hour minimum and equipment by the shift minimum.

Any client Site-Specific Orientation, Background Investigations, or medical examinations Example: Fresh Air Training, will be charged at the applicable hourly labor rates.

A technician performing dual or multiple services/methods during a single mobilization will be charged at the higher of the applicable rates.

A 2 -5 % annual increase will be submitted for approval in writing to procurement for all rates contained herein; the anniversary date of the submittal will be in conjunction with the contract award date.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

NCPA acknowledges that Contractor's rates are subject to change. Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of 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

Integrity Inspections

(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.

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Custom Valve Solutions, Inc. dba Custom Valve Solutions – Five Year Multi-Task General Services Agreement for Specialty Machining and Motor Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-03 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Custom Valve Solutions, Inc. dba Custom Valve Solutions for specialty machining and motor maintenance related services, 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, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various specialty machining and motor maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. 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 Atlas Copco (pending), Caltrol Inc., Dahl-Beck, Industrial Electrical Co., Industrial Service Solutions and Martech.

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:

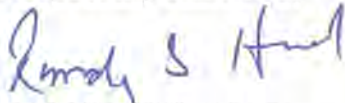
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-03
- Multi-Task General Services Agreement with Custom Valve Solutions, Inc. dba Custom Valve Solutions

RESOLUTION 25-03

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH CUSTOM VALVE
SOLUTIONS, INC. DBA CUSTOM VALVE SOLUTIONS

(reference Staff Report 102:25)

WHEREAS, various specialty machining and motor maintenance related services are required from time to time for the operation and maintenance of 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, Custom Valve Solutions, Inc. dba Custom Valve Solutions is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Custom Valve Solutions, Inc. dba Custom Valve Solutions 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 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, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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			

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CUSTOM VALVE SOLUTIONS, 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 Custom Valve Solutions, Inc., an S-corporation, with its office located at 1101 Nimitz Avenue, Suite 100, Vallejo, CA 94592 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 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.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types

of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall 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.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by 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.

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

Custom Valve Solutions, Inc.
Attention: Joseph Romero
1101 Nimitz Avenue, Suite 100
Vallejo, CA 94592

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. However, should Contractor provide Work to an Agency member, SPPA or SPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

CUSTOM VALVE SOLUTIONS, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

EDWARD KUMISCA,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Custom Valve Solutions, Inc. ("Contractor") shall provide specialty machining services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Machining
- Balancing
- Hydroelectric Services
- AC/DC Motor Rewind and Rebuild
- Rebuild or Re-Manufacturing of Equipment
- Specialty Maintenance
- Valve and Actuator Specialty Maintenance

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:

2024-2025 FIELD LABOR AND EQUIPMENT RATES
BASED ON PREVAILING WAGE RATES FOR MILLWRIGHT AREA 3, SAN JOAQUIN
COUNTY
July 2024 – July 2025

CLASSIFICATION	1 ST SHIFT		
	ST HOUR	OT HOUR	DT HOUR
Machinist/ Mechanic Tech	\$195.98	\$235.17	\$270.31
Supervisor	\$195.98	\$235.17	\$270.31
Project Lead	\$195.98	\$235.17	\$270.31
Actuator/ CV Tech	\$195.98	\$235.17	\$270.31
Safety Manager	\$195.98	\$235.17	\$270.31

CLASSIFICATION	2 ND SHIFT		
	ST HOUR	OT HOUR	DT HOUR
Machinist/ Mechanic Tech	\$195.98	\$235.17	\$270.31
Supervisor	\$195.98	\$235.17	\$270.31
Project Lead	\$195.98	\$235.17	\$270.31
Actuator/ CV Tech	\$195.98	\$235.17	\$270.31
Safety Manager	\$195.98	\$235.17	\$270.31

Straight Time, Over Time, and Double Time at a minimum are paid in compliance with California State Law. Emergency after hour call outs will be billed at Double Time rate. After hour call outs are a minimum four hour per man charge.

Field rates are portal to portal.

EQUIPMENT RATES

Field Service Truck	\$120 day/ \$600 week/ \$2,200 month
Mobile Machine Shop*	\$850 day/ \$4,000 week/ \$12,000 month
EFCO Machines (each)	\$150 day/ \$750 week/ \$2,200 month
Hy Torq/Rad Gun	\$105 day/ \$525 week/ \$1,950 month
Other Equipment	Price per Application
Rental Equipment	Cost plus 20% plus pick up and delivery
Field Service Mileage	\$IRS Rates
Tolls	At cost
Field SV Test Stand	\$150 day
Trailer Drayage	Cost plus 20%
Electronic SV Tester	\$500 day
Positive Material Identification	\$165 hour/ 1 hour minimum

*Mobil Machine Shop rates do not include transportation (See Trailer Drayage). Customer is required to provide power and plant compressed air, or additional costs will be customer's responsibility.

MATERIAL RATES

Parts and Materials	Cost plus 20% plus freight, tax and delivery
Inventoried Items	Cost plus 20% plus tax and delivery
Sub Contacted Services	Cost plus 20%

FIELD COSTS

Lodging	Cost plus 20% (not to exceed current IRS rates)
Per Diem	\$45.00/day (not to exceed current IRS rates)
Airfare	Cost plus 20% (not to exceed current IRS rates)
Local Transportation	At Cost plus 20% (not to exceed current IRS rates)

HOLIDAY PAY

Employees required to work on Holidays will be paid as if it is their seventh consecutive day; at a minimum of time and one half, and at a maximum of double time for the following Holidays. Custom valve recognizes the following Holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day After, and Christmas Day. Certain Holidays may be celebrated on days other than which they fall on.

CANCELLATION POLICY

If a job is cancelled with sufficient notice, there is no cancelation charge.

If a job is cancelled with insufficient notice the client will be liable for all expenses associated with preparing for this project

Job Postponement and/ or Delayed Start Times may result in paid Stand By Time, if adequate time is not allowed for employees to be assigned to other jobs or projects.

OTHER COSTS

A hazardous waste fee (HWF) based on 2% of the labor total, will apply to all shop work. On work solely performed in the field, there will be no HWF if the client disposes of all wastes generated on site.

A consumables charge based on 2% of the labor total will apply to all work.

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.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

Custom Valve Solutions, 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 _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____

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

NOT APPLICABLE

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-04 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. for Continuous Emission Monitoring System (CEMS) and Environmental Protection Agency (EPA) gas purchases (including industrial and specialty mixed EPA-regulated gases), 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.

BACKGROUND:

Various gases are required for calibration of the CEMS and are required by the EPA. These gases are critical for the operation and maintenance of facilities owned and/or operated by NCPA. 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 purchases with Airgas USA, LLC (pending) and North Bay Gas.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 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:

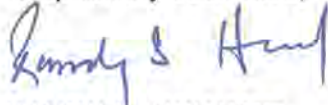
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-04
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc.

RESOLUTION 25-04

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

(reference Staff Report 103:25)

WHEREAS, various Continuous Emission Monitoring System (CEMS) and Environmental Protection Agency (EPA) gases are required for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Matheson Tri-Gas, Inc. is a provider of these gases; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. to provide such gases 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 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 Agreement for Purchase of Equipment, Materials and Supplies, 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.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. 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 909 Lake Carolyn Pkwy., Suite 1100, Irving, TX 75039 (together sometimes referred to as the "Parties") as of _____, 2025 (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 designated "Project Site", as that term is used herein and as specified in the Purchase Order, 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 business 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 (\$1,000,000.00) 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.

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.

6.6 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 claim 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. 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 comply with applicable federal, state and local laws and regulations; are new, meet the applicable specifications set forth in the applicable exhibit hereto, and are not subject to any liens or encumbrances. Supplier makes no other warranty of any kind, either express or implied, including, but not limited to, those arising under the Uniform Commercial Code ("UCC"), the

implied warranties of merchantability and/or fitness for a particular purpose, even if Supplier is aware of the intended purpose of the Good(s). If any Good(s) shall not be as warranted, Agency shall notify Supplier and shall be permitted to reject the nonconforming Good(s). Failure of Agency to give notice to Supplier of a claim based on the Good(s) delivered hereunder within sixty (60) days from receipt of the Good(s) in question shall constitute an unconditional waiver by Agency of all claims with respect to such Good(s). Agency's sole and exclusive remedy for each unexcused failure of Supplier to deliver Good(s) to Agency (i) when requested by Agency, (ii) in the amounts requested by Agency, and/or (iii) otherwise conforming to the express warranties made by Supplier hereunder, shall be to obtain, at no charge, a quantity of Good(s) from Supplier which Supplier so failed to deliver.

Section 8. Default and Remedies. (a) Any of the following shall be considered a "Default": (i) either party commits a breach of any of its representations, duties or obligations arising under this Agreement and fails to remedy such default within five (5) business days after receipt of written notice of default, (ii) a petition is brought by or against either party under any bankruptcy or insolvency laws seeking any reorganization, arrangement, liquidation, dissolution or similar relief with respect to a party or that party shall make an assignment for the benefit of creditors or if a receiver is appointed for that party, or (iii) if, in the reasonable opinion of Supplier, Agency's credit has become impaired. (b) If a Default has occurred and is continuing, either party may exercise any or all of the following remedies without notice or leave of court: (i) terminate this Agreement upon two (2) business days' notice, (ii) cease making or taking deliveries of Good(s), (iii) impose new payment terms, including cash on delivery, (iv) follow the alternative dispute resolution provisions specified in this Agreement.

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, each party acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

9.2 Scope.

(a) SUPPLIER SHALL ASSUME THE RISK FROM AND HOLD HARMLESS AGENCY AND ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS FROM AND AGAINST CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LOSSES, REASONABLE ATTORNEYS' FEES ("CLAIMS"), SUSTAINED AS A RESULT OF BODILY INJURY OR PROPERTY DAMAGE ARISING AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SUPPLIER, OR ANY OF THE SUPPLIER'S EMPLOYEES, REPRESENTATIVES OR AGENTS; PROVIDED THAT, THE SUPPLIER IS AFFORDED THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT FOR ANY MATTER FOR WHICH SUPPLIER ASSUMES LITIGATION

UNDER THIS SECTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SUPPLIER SHALL NOT BE CONSIDERED NEGLIGENT WITH RESPECT TO ANY CLAIM DUE TO PRODUCT QUALITY UNDER THIS AGREEMENT THAT IS NOT IN BREACH OF THE WARRANTY SET FORTH IN SECTION 7. THE ASSUMPTION OF RISK AND HOLD HARMLESS PROVISIONS OF THIS SECTION 9.2 AND THE REMEDY PROVISIONS OF SECTION 8 SET FORTH THE ENTIRE LIABILITY AND OBLIGATION OF SUPPLIER AND THE SOLE AND EXCLUSIVE REMEDY FOR AGENCY FOR ANY DAMAGES DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, OR THE PROVISION OR USE OF ANY PRODUCT OR SERVICE HEREUNDER, WHETHER UNDER SECTION 8. TORT, CONTRACT, OR ANY OTHER THEORY OF LAW OR EQUITY. ANY RECOVERY OBTAINED UNDER THIS SECTION 9.2, SHALL BE REDUCED BY THE AMOUNT OF ANY TAX BENEFIT OR INSURANCE RECOVERY RECEIVED FROM THE SUPPLIER'S INSURANCE RECEIVED BY AGENCY WITH RESPECT TO THE SUBJECT MATTER OF SUCH CLAIM.

- (b) AGENCY SHALL ASSUME THE RISK FROM AND HOLD HARMLESS SUPPLIER AND ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS FROM AND AGAINST CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LOSSES, REASONABLE ATTORNEYS' FEES ("CLAIMS"), SUSTAINED AS A RESULT OF BODILY INJURY OR PROPERTY DAMAGE ARISING AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENCY, OR ANY OF THE AGENCY'S EMPLOYEES, REPRESENTATIVES OR AGENTS; PROVIDED THAT, THE AGENCY IS AFFORDED THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT FOR ANY MATTER FOR WHICH AGENCY ASSUMES LITIGATION UNDER THIS SECTION.

- 9.3 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 10. FORCE MAJEURE. Supplier's performance of its obligations hereunder shall be subject to floods, earthquakes or other natural disasters or acts of God, strikes, labor disturbances, fires, accidents, acts of terrorism, wars, failure of normal sources of supply, restraint of government, state of emergency or any other cause beyond Supplier's reasonable control. Deliveries of Good(s) hereunder shall be made by Supplier from the distribution center(s) normally serving the Consuming Location(s). If sufficient Good(s) from the distribution center(s) becomes unavailable, Supplier may, in its sole and absolute discretion, divide such Good(s) as may be available among its various customers and Supplier shall also exercise commercially reasonable efforts to obtain Good(s) from other sources either within or separate from Supplier's regular production and distribution center(s) until sufficient Good(s) from the applicable distribution center(s) is again available. Supplier shall notify Agency in writing of any such unavailability of Good(s) and Agency shall have the right to decline any such replacement Good(s). However, if Agency accepts any such replacement Good(s), Agency shall pay all additional costs associated therewith if such additional costs are provided and approved by Agency in advance.

Section 11. LIMITATIONS OF LIABILITY.

- 11.1 Agency acknowledges that there are hazards associated with the use and storage of the Good(s) and the Cylinder(s) and Agency shall be responsible for warning, training and protecting (as appropriate) Agency's employees, customers and others who may be exposed to such hazards due to Agency's storage and use of Good(s) and/or Cylinder(s). Agency assumes all risk of loss and liability for damage, or injury to persons or to property of Agency or others arising out of the Agency's storage and/or use of the Good(s) and/or Cylinder(s) whether used singly or in combination with other substances.**
- 11.2 SUPPLIER shall make available to Agency all relevant Safety Data Sheets ("SDS") and, upon Agency's written request, provide them to Agency directly. Agency is aware that OSHA regulations may require Agency to develop and implement a written chemical hazard communications program for Agency's employees with respect to the Good(s). Agency understands that the Good(s) must not be used without first consulting the SDS. Agency shall provide all persons who might become exposed to the Good(s) with copies of the SDS.**
- 11.3 IN NO EVENT SHALL SUPPLIER BE LIABLE TO AGENCY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS OPPORTUNITY OR INTEREST, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.**
- 11.4 NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER DOCUMENT, EXCEPT FOR PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY SUPPLIER'S NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIABILITY FOR ANY DAMAGES HOWSOEVER OCCURRING, WHETHER BASED IN TORT,**

WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER THEORY OF LAW SHALL BE LIMITED TO AND NOT EXCEED THE AGGREGATE OF THE AMOUNTS PAID AND PAYABLE TO SUPPLIER PURSUANT TO THIS AGREEMENT WITH RESPECT TO SUCH CALENDAR YEAR. THE FOREGOING MONETARY CAP WILL NOT AFFECT NOR APPLY TO AMOUNTS COVERED BY INSURANCE REQUIRED TO BE MAINTAINED BY SUPPLIER UNDER SECTION 6. NO ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE GOOD(S), CYLINDER(S) OR THIS AGREEMENT MAY BE BROUGHT BY AGENCY MORE THAN ONE HUNDRED AND EIGHTY (180) DAYS AFTER THE CAUSE OF ACTION HAS ACCRUED.

Section 12. DELIVERIES. (a) Supplier shall deliver the Good(s) to Agency either in high pressure cylinders (along with all fittings and protective caps) whether owned, leased or otherwise provided by Supplier ("Cylinder(s)"). Supplier shall not be obligated, but shall if so requested, have the right to make deliveries of Good(s) in a quantity less than seventy five percent (75%) of or in excess of one hundred ten percent (110%) of Agency's Estimated Monthly Volume ("Nonstandard Deliveries"). If Agency continues to request Nonstandard Deliveries for a period of ninety (90) consecutive days or more, Supplier shall be permitted to increase prices but may only do so, once in a calendar year and only after providing an explanation to Agency 30 days in advance. Additionally, should Supplier elect to make Nonstandard Deliveries, Agency shall reimburse Supplier for any and all other documented and reasonable expenses or costs that Supplier may incur. (b) Supplier may refuse to deliver Good(s) to the Project Site if Supplier reasonably believes that the Project Site itself is unsafe or violates any applicable law or regulation. Supplier shall advise Agency of the reasons for non-delivery as soon as reasonably practical and may condition future deliveries of Good(s) upon corrective action by Agency. (c) All Good(s) shall be delivered DDP. Supplier's delivery vehicle. Title and risk of loss or damage as to Good(s) and Cylinder(s) shall pass to Agency upon delivery by Supplier to the Project Site and acceptance by Agency. (d) Agency will allow Supplier to make deliveries twenty four (24) hours per day, seven (7) days per week. In the event Agency requires deliveries on a more restrictive basis, causes frequent delivery delays or requests the delivery of Good(s) upon less than forty eight (48) hours prior notice or otherwise changes the terms of Supplier's access to the Project Site, then Agency will reimburse Supplier for any reasonable additional costs incurred by Supplier. (e) Agency and Supplier shall verify inventory of Good(s) at the Project Site every six (6) months, whether or not Supplier installs a telemetry system for measuring the Good(s) inventory in the Cylinder(s). If Supplier fails to verify inventory in any six (6) month period, any inventory determinations made by agency shall be deemed accurate.

Section 13. CYLINDERS. (a) Agency shall, at Agency's sole cost and expense: (i) Provide and/or reimburse Supplier for the costs and expenses of any applicable certificates, permits, governmental or insurance company annual inspection fees requested by NCPA or needed for NCPA facilities for the Cylinder(s). (ii) Notify Supplier immediately of any unsafe or irregular condition involving any Cylinder, including any damage to or malfunction of the Cylinder(s). Agency shall not tamper with, modify or repair the Cylinder(s). (iii) Prohibit the use or storage of oil, grease or lubricants or any flammable or combustible materials in, on or near the Cylinder(s). (iv) Comply with applicable laws, regulations, rules and ordinances concerning Agency's use and storage of the Good(s) and Cylinder(s), including, but not limited to, zoning, licensing, permitting and all relevant reporting obligations. (b) Agency shall not suffer or allow

said Cylinder(s) to become subject to any lien, claim or encumbrance. Agency shall not remove any labels or evidence of ownership affixed to the Cylinder(s). Title to all Cylinder(s) shall at all times remain with Supplier and, upon termination or expiration of this Agreement, Supplier may remove Cylinder(s) with reasonable notice. Cylinder(s) located on the Project Site shall remain in the sole and exclusive possession of Agency for the Term until removed by Supplier. (c) UNTIL THE CYLINDER(S) ARE RETURNED TO SUPPLIER, ALL RISK OF LOSS OR DAMAGE TO THE CYLINDER(S) IS HEREBY ASSUMED BY BUYER UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER. FOR CYLINDER(S) DAMAGED BEYOND REPAIR, BUYER SHALL PAY TO SUPPLIER, ON DEMAND, THE FULL REPLACEMENT VALUE OF THE CYLINDER(S) AT SUPPLIER'S THEN CURRENT VALUATIONS. FOR DAMAGE TO CYLINDER(S) THAT SUPPLIER IS ABLE TO REPAIR. (d) Agency shall not permit anyone other than Supplier to fill the Cylinder(s) with Good(s).

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 14.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 14.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 14.7 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.
- 14.8 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.

- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 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.*

- 14.13 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.
- 14.14 Notices.** Any written notice to Supplier shall be sent to:

Matheson Tri-Gas, Inc.
Attention: Elijah Smolen, Regional General Manager
1377 Cleveland Avenue
Santa Rosa, CA 95401

With a copy to:
Matheson Tri-Gas, Inc.
909 Lake Carolyn Pkwy., Suite 1100
Irving, TX 75039

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

14.15 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:

- 14.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
- 14.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 14.15.3** 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.
- 14.15.4** 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.
- 14.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 14.15.6** 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.*

14.16 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 terms of this Agreement and the Purchase Order, 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.

- 14.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 14.18 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.
- 14.19 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.
- 14.20 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

MATHESON TRI-GAS, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

ELIJAH SMOLEN, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A **PURCHASE LIST**

As requested by Agency, Supplier shall provide Equipment, Materials and Supplies ("Goods") including:

Part Number	Description	Estimated Monthly Volume	Unit of Measure	Unit Price	Daily Rental Rate
HE UHP300	HELIUM UHP SZ 300 (1L)	1	Cylinders	\$330.00	\$0.235
HG G2173101	NITROGEN RES 1A CGA580BR 255CF	1	Cylinders	\$445.50	\$0.280
HX G2671789	5.5PPM NITRIC OXIDE,NITROGEN EPA	1	Cylinders	\$217.80	\$0.280
HX G2673071	9 PPM NITRIC OXIDE, NITROGEN	1	Cylinders	\$217.80	\$0.280
HX G2673287	18% OXYGEN, NITROGEN EPA 1R	1	Cylinders	\$193.60	\$0.280
HX G2673459	90 PPM NITRIC OXIDE, NITROGEN	1	Cylinders	\$217.80	\$0.280
HX G2696153	90PPM NO, 2500PPM CO, NITROGEN	1	Cylinders	\$242.00	\$0.280
HX G2690175	8.5 PPM NH3 BAL AIR	1	Cylinders	\$440.00	\$0.280
HX G2678039	2.5 PPM NO BAL N2	1	Cylinders	\$217.80	\$0.280
HY B6-300	HYDROGEN IND 6-PACK SIZE 300	10	Packs	\$384.88	\$1.897
HX G2680593	5.5 PPM NO 5.5 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2688807	11COMP NATURAL GAS (89.57% CH4) CERT 1A 350BR 242CF 6.88M3	1	Cylinders	\$1373.01	\$0.280
HX G2696151	25 PPM NO 800 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2696152	55 PPM NO 1700 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2680537	9 PPM NO 9 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2672426	5.5% O2 BAL N2	1	Cylinders	\$193.60	\$0.280
HX G2673286	11% O2 BAL N2	1	Cylinders	\$193.60	\$0.280
HX G2672665	25 PPM NO BAL N2	1	Cylinders	\$217.80	\$0.280
HX G2675481	54 PPM NO BAL N2	1	Cylinders	\$217.80	\$0.280
HG G1186101	SULFUR HEXAFLUORIDE	1	Cylinders	\$2073.60	\$0.280
HX G2676491	22.5% O2 BAL N2	1	Cylinders	\$193.60	\$0.280
HX G2672680	13.75% O2 BAL N2	1	Cylinders	\$193.60	\$0.280
HX G2672629	6.25% O2 BAL N2	1	Cylinders	\$193.60	\$0.280
HX G2678039	2.5 PPM NO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2696145	90 PPM NO 45 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2696146	55 PPM NO 27.5 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
HX G2696147	25 PPM NO 12.5 PPM CO BAL N2	1	Cylinders	\$242.00	\$0.280
AC SM	ACETYLENE IND SIZE SMALL	1	Cylinders	\$82.50	\$0.280
AR 60	ARGON IND SIZE 60	1	Cylinders	\$44.00	\$0.235
AR 300	ARGON IND SIZE 300	1	Cylinders	\$88.00	\$0.235

CD 50	CARBON DIOXIDE 50LB	6	Cylinders	\$25.75	\$0.255
FG 30	PROPYLENE IND SZ 30	1	Cylinders	\$68.73	\$0.255
NI 250	NITROGEN IND SZ 250	1	Cylinders	\$33.00	\$0.255
NI B6-300	NITROGEN IND BANK 6 SZ 300	1	Packs	\$130.60	\$2.25
NI L180-350	NITROGEN IND 180L 350PSI LIQ	2	Dewars	\$143.75	\$1.897
OX 250	OXYGEN IND SZ 250	1	Cylinders	\$27.50	\$0.255

All other pricing for Products, Cylinders and other related costs and services not otherwise specified above shall be subject to MTG's then current pricing for similarly situated customers.
Delivery: \$38.50
Hazmat: \$16.50

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

Matheson Tri-Gas, 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 _____ 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 C
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,

Matheson Tri-Gas, 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 _____ day of _____, 20 ____.

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




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Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Thatcher Company of California, Inc. – 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 	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

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

RECOMMENDATION:

Approve Resolution 25-05 authorizing the General Manager or his designee to enter into a 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, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Various chemicals are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. 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 purchases with Brenntag Pacific, Inc., Hill Brothers Chemical Company, Industrial Solution Services, Northstar Chemical and Univar Solutions.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,500,000 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:

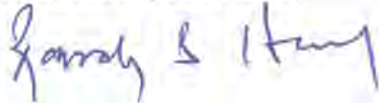
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", written in a cursive style.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-05
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc.

RESOLUTION 25-05

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

(reference Staff Report 104:25)

WHEREAS, various chemicals 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, Thatcher Company of California, Inc. is a provider of these chemicals; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. to provide such chemicals 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 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 Agreement for Purchase of Equipment, Materials and Supplies, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. 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 _____, 2025 (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 "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) 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 shall meet the agreed upon specification; 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 negligent 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 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.

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

Thatcher Company of California, Inc.
Attention: Craig N. Thatcher, CEO
P.O. Box 27407
Salt Lake City, UT 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.

// SIGNATURES ON NEXT PAGE //

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

NORTHERN CALIFORNIA POWER AGENCY

THATCHER COMPANY OF CALIFORNIA,
INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

CRAIG THATCHER,
CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
PURCHASE LIST

As requested by the Northern California Power Agency ("Agency"), Thatcher Company of California, Inc. ("Supplier") shall provide supplies ("Goods") including, but not limited to the following:

Chemical	Price
Anhydrous Ammonia (R Grade)	N/A
Aqueous Ammonia 19%	N/A
Hydrated Lime 90%	N/A
Magnesium Oxide ≥90%	N/A
Ferric Chloride 38-42%	N/A
Sodium Bisulfite 38-40%	N/A
Sodium Hydroxide 15% (Caustic Soda)	N/A
Sodium Hypochlorite 12.5% (Bleach)	\$2.24/Gallon/Delivered
Sulfuric Acid 93%	\$3.04/Gallon/Delivered
Other Chemicals (if needed)	To be quoted when requested by Agency

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.

Agency acknowledges that Supplier's chemical pricing may be subject to change. Agency shall compensate the Supplier in accordance with such chemical price revisions, provided that (1) Supplier shall provide Agency with written notice (email or letter) 15-days in advance. All chemical orders placed during the 15-day notice period will be charged at the non-revised rate. Chemical price revisions may result in the Supplier losing or gaining priority status for chemical orders, (2) regardless of such chemical price 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, _____

(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 _____ 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 C
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,

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 _____ day of _____, 20 ____.

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




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Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Blackhawk Painting Co., Inc. – Five Year Multi-Task General Services Agreement for Specialized Industrial Protective Coatings Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

Approve Resolution 25-06 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Blackhawk Painting Co., Inc. for specialized industrial protective coatings 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.

BACKGROUND:

Various specialized industrial protective coatings related services to maintain the preservation of equipment are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. 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 Farwest Insulation Contracting and Process Measurement Group dba Toledo Industrial Coatings (pending).

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$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 December 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 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 25-06
- Multi-Task General Services Agreement with Blackhawk Painting Co., Inc.

RESOLUTION 25-06

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH BLACKHAWK
PAINTING CO., INC.**

(reference Staff Report 105:25)

WHEREAS, various specialized industrial protective coatings related services to maintain the preservation of equipment are required from time to time for the operation and maintenance of 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, Blackhawk Painting Co., Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Blackhawk Painting Co., 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 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 \$500,000 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BLACKHAWK PAINTING CO., 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 Blackhawk Painting Co., Inc., a corporation, with its office located at 821 Eubanks Drive, Suite A, Vacaville, CA 95688 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does

not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE HUNDRED THOUSAND dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 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; if applicable, the entity for which Contractor is performing the Work, as referenced

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

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

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

Section 11. WARRANTY.

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

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

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

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall

conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by 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.

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

Blackhawk Painting Co., Inc.
Attention: Joe Stemmler
821 Eubanks Drive, Suite A
Vacaville, CA 95688

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. However, should Contractor provide Work to an Agency member, SCLPA or SCLPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

BLACKHAWK PAINTING CO., INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

JOE STEMMLER,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Blackhawk Painting Co., Inc. ("Contractor") shall provide routine, recurring and usual T&M specialized industrial protective related coating services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

Contractor may provide services at all Project Site Locations.

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:

\$120.00/Hour

\$145.00/Hour (OT)

\$165.00/Hour (Premium)

Materials: Cost + 20%

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested.

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

Blackhawk Painting Co., 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 _____ 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,

Blackhawk Painting Co., 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 _____ 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)



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Jacobs Engineering Group, Inc. – Five Year Multi-Task Professional Services Agreement for Project Support Related Consulting and Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 25-07 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Jacobs Engineering Group, Inc. for project support related consulting and engineering 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.

BACKGROUND:

Various project support related consulting and engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. 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 Black & Veatch, GHD Inc., HDR Engineering, Power Engineers, Thermal Engineering and Worley Group Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 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:

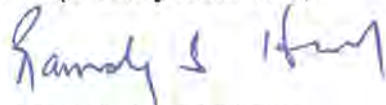
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-07
- Multi-Task Professional Services Agreement with Jacobs Engineering Group, Inc.

RESOLUTION 25-07

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH JACOBS
ENGINEERING GROUP, INC.**

(reference Staff Report 106:25)

WHEREAS, various project support related consulting and engineering services are required from time to time for the operation and maintenance of 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, Jacobs Engineering Group, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Jacobs Engineering Group, 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 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 Professional Services Agreement, with any non-substantial changes as 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.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND JACOBS ENGINEERING GROUP INC.

This Professional 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 Jacobs Engineering Group Inc., a Delaware corporation with its office located at 1999 Bryan Street, Suite 3500, Dallas, TX 75201 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2025 ("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 by the Purchase Order issued for those particular Services 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) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Care.** Consultant shall perform the Services in accordance with the standard of care exercised by professional consultants/engineers working in and for the load serving utility industry in the locale where the Services are performed under this Agreement ("Standard of Care"). 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, promptly upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Services Provided.** Services provided under this Agreement by Consultant will include Services directly to the Agency.
- 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 to perform the Requested Services. If Consultant agrees to perform the Requested Services or begins to perform the Requested Services, 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 TWO MILLION** dollars (\$2,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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. 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 by Consultant with limits of one million dollars (\$1,000,000.00) per accident. For clarity, Jacobs must require any subcontractor to also meet these requirements for any and all persons employed by that subcontractor consistent with Sections 4.5 and 6.3.

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

- 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 combined single 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. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate covering the Consultant's negligent errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least three (3) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within three (3) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

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) the required policy endorsements to the policies referenced in Section 4.2, including the Agency as an additional insured on the Commercial General Liability and Auto Liability and any umbrella insurance policies 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 Reserved.

4.4.4 Additional Certificates and Endorsements. Reserved.

4.4.5 Waiver of Subrogation. With the exception of Professional Liability policy, 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 the work performed by Consultant and its employees.

- 4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of the Consultant's 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. For clarity, Consultant must require any subcontractor to also meet these requirements for any and all persons employed by that subcontractor.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and the required 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 the damages or claims for damages, caused by Consultant, whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. [.]
- 5.3 Warranty.** Consultant warrants that its Services will be performed in accordance with the Standard of Care. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Consultant by Agency in writing promptly, generally within seven (7) days, after recognition thereof, Consultant shall, at no cost to Agency, furnish all remedial Services required in connection therewith as soon as reasonably possible after receipt of such report from Agency. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. This section does not change the indemnity requirements specified

in Section 5.2, the obligation to provide professional services consistent with the Standard of Care specified in Section 1.2, nor does it relieve Consultant from liability should Consultant's Services result in damage to Agency's equipment or impact Agency's operations.

5.4 Construction Phase Services. [Reserved.]

5.5 Limitation of Liability. Consultant's liability for Agency's damages will, in the aggregate, not exceed four million dollars (\$4,000,000).

5.6 Consequential Damages. In no event shall either Party, its affiliated corporations, its members, commissioners, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, or consequential damages.

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 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 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 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. If due to licensing, tax, or other local requirements, the Consultant is required to perform a Purchase Order through one of its affiliates, then Consultant will give notice to Agency of such circumstances and if Agency provide prior written approval, then Consultant may subcontract that work to Consultant's applicable affiliate. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

7.3 Licenses and Permits. Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will

maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

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, and which are not cured within seven (7) days or where Agency has received written notice from Contractor that Contractor is working to cure and are not subsequently cured within fourteen (14) calendar days of receiving written notice from Agency, 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 are 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. Notwithstanding the foregoing, the Parties acknowledge that during the course of performing its services Consultant may provide or otherwise make available to Agency its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, and other background technologies that Consultant developed or licensed from third parties independent of the services and prior to the Effective Date ("Pre-Existing Consultant Material"). Consultant shall retain all right, title and interest, including intellectual property rights, in the Pre-Existing Consultant Material. Subject to the terms and conditions of this Agreement, Consultant hereby grants to Agency a non-exclusive, non-transferable, royalty-free license to utilize the Pre-Existing Consultant Material solely for the purpose of Agency's project. 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; provided that, Agency's audit rights shall not extend to any component of lump sum compensation, or to the make-up of any agreed upon hourly rates or multipliers. 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. If Confidential Information is provided orally, it must be followed up in writing within fourteen (14) calendar days that it is considered Confidential Information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

9.4.4 Handling of Confidential Information. 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 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.

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

Jacobs Engineering Group Inc.
Attention: Chuson McFadden
1999 Bryan Street, Suite 3500
Dallas, TX 75201

With a copy to:

Jacobs Engineering Group Inc.
Attn: Legal Department
1999 Bryan Street, Suite 3500
Dallas, TX 75201

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.

10.16 Force Majeure. Any delays in or failure of performance by Consultant or Agency, other than a fourteen (14) business days for the payment of money when a party or its financial institution is subject to a cyber-attack or similar action that impacts its financial systems or that of its financial institution, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Agency or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other regional concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Agency or Consultant respectively. In the event that any event of force majeure as herein defined occurs, the party claiming force majeure must notify the other party as soon as possible but no later than five (5) business days after the event causing delay occurs. Either party shall be entitled to a day for day extension of time for performance of its Services or payment under this Agreement.

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

NORTHERN CALIFORNIA POWER AGENCY

JACOBS ENGINEERING GROUP INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

CHUSON MCFADDEN,
Senior Director of Operations

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Jacobs Engineering Group Inc. ("Consultant") shall provide consulting and engineering services related to project support and plant operations to the Northern California Power Agency ("Agency"):

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Architecture/Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Construction Management Services
- Permitting
- Grant Application Support
- Project Management, Program Management

THIS CONTRACT CANNOT BE USED FOR ENGINEERING (BEYOND PRELIMINARY PERMITTING ANALYSES), CONSTRUCTION INCLUDING PROJECT MANAGEMENT AND PROGRAM SUPPORT OF THE LEC HYDROGEN PROJECT. THE LEC HYDROGEN CONTRACT WILL BE BID SEPARATELY AND NEGOTIATED SEPARATELY WITH THE WINNING ENTITY ACCEPTING ADDITIONAL RESPONSIBILITY COMMENSURATE WITH THE LARGER CONTRACT.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Jacobs

	2024	2025	2026	2027	2028	2029
Energy & Power Standard Rates	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Project Principal	\$ 306	\$ 319	\$ 332	\$ 345	\$ 359	\$ 373
Program Director	\$ 235	\$ 245	\$ 255	\$ 265	\$ 276	\$ 287
Project Manager	\$ 208	\$ 217	\$ 226	\$ 235	\$ 244	\$ 254
Senior Process Engineer	\$ 240	\$ 250	\$ 260	\$ 270	\$ 281	\$ 292
Process Engineer	\$ 184	\$ 191	\$ 199	\$ 207	\$ 215	\$ 224
Jr Process Engineer	\$ 118	\$ 122	\$ 127	\$ 132	\$ 137	\$ 142
Senior Mechanical Engineer	\$ 186	\$ 194	\$ 202	\$ 210	\$ 218	\$ 227
Mechanical Engineer	\$ 135	\$ 140	\$ 146	\$ 152	\$ 158	\$ 164
Junior Mechanical Engineer	\$ 108	\$ 112	\$ 116	\$ 121	\$ 126	\$ 131
Senior Electrical Engineer	\$ 265	\$ 275	\$ 286	\$ 297	\$ 309	\$ 321
Electrical Engineer	\$ 189	\$ 196	\$ 204	\$ 212	\$ 220	\$ 229
Junior Electrical Engineer	\$ 132	\$ 138	\$ 144	\$ 150	\$ 156	\$ 162
Senior Controls Engineer	\$ 265	\$ 275	\$ 286	\$ 297	\$ 309	\$ 321
Controls Engineer	\$ 208	\$ 217	\$ 226	\$ 235	\$ 244	\$ 254
Junior Controls Engineer	\$ 147	\$ 153	\$ 159	\$ 165	\$ 172	\$ 179
Senior Structural Engineer	\$ 191	\$ 199	\$ 207	\$ 215	\$ 224	\$ 233
Structural Engineer	\$ 142	\$ 148	\$ 154	\$ 160	\$ 166	\$ 173
Junior Structural Engineer	\$ 110	\$ 115	\$ 120	\$ 125	\$ 130	\$ 135
Senior Civil Engineer	\$ 191	\$ 199	\$ 207	\$ 215	\$ 224	\$ 233
Civil Engineer	\$ 142	\$ 148	\$ 154	\$ 160	\$ 166	\$ 173
Junior Civil Engineer	\$ 110	\$ 115	\$ 120	\$ 125	\$ 130	\$ 135
Senior Environmental Engineer	\$ 191	\$ 199	\$ 207	\$ 215	\$ 224	\$ 233
Environmental Engineer	\$ 142	\$ 148	\$ 154	\$ 160	\$ 166	\$ 173
Junior Environmental Engineer	\$ 110	\$ 115	\$ 120	\$ 125	\$ 130	\$ 135
Senior Fire Protection/Life Safety Engineer	\$ 191	\$ 199	\$ 207	\$ 215	\$ 224	\$ 233
Fire Protection/Life Safety Engineer	\$ 142	\$ 148	\$ 154	\$ 160	\$ 166	\$ 173
Junior Fire Protection/Life Safety Engineer	\$ 110	\$ 115	\$ 120	\$ 125	\$ 130	\$ 135
Sr Cost Estimator	\$ 257	\$ 268	\$ 279	\$ 290	\$ 302	\$ 314
Cost Estimator	\$ 182	\$ 189	\$ 197	\$ 205	\$ 213	\$ 222
Sr Scheduler	\$ 233	\$ 242	\$ 252	\$ 262	\$ 272	\$ 283
Scheduler	\$ 182	\$ 189	\$ 197	\$ 205	\$ 213	\$ 222

Document Controls	\$ 147	\$ 153	\$ 159	\$ 165	\$ 172	\$ 179
Site Construction Manager	\$ 220	\$ 228	\$ 237	\$ 246	\$ 256	\$ 266
Architectural Design Principal	\$ 270	\$ 280	\$ 291	\$ 303	\$ 315	\$ 328
Senior Architect	\$ 172	\$ 178	\$ 185	\$ 192	\$ 200	\$ 208
Architect	\$ 135	\$ 140	\$ 146	\$ 152	\$ 158	\$ 164
Junior Architect	\$ 98	\$ 102	\$ 106	\$ 110	\$ 114	\$ 119
Senior Designer	\$ 152	\$ 158	\$ 164	\$ 171	\$ 178	\$ 185
Designer	\$ 123	\$ 127	\$ 132	\$ 137	\$ 142	\$ 148
Drafter / CADD Operator	\$ 88	\$ 92	\$ 96	\$ 100	\$ 104	\$ 108
Senior Commissioning Agent	\$ 233	\$ 242	\$ 252	\$ 262	\$ 272	\$ 283
Commissioning Technician	\$ 151	\$ 157	\$ 163	\$ 170	\$ 177	\$ 184
Project Controls Administrator	\$ 147	\$ 153	\$ 159	\$ 165	\$ 172	\$ 179
Project Coordinator	\$ 98	\$ 102	\$ 106	\$ 110	\$ 114	\$ 119

Upon 30 days advance notice and no more than once each calendar year, Consultant 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 Consultant 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

Jacobs Engineering Group 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 _____ 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.



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: American Industrial Scaffolding, Inc. – Five Year Multi-Task General Services Agreement for Scaffolding and Insulation Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-08 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Industrial Scaffolding, Inc. for scaffolding and insulation 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Scaffolding and insulation services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with American Industrial Scaffolding, Inc., which is expiring. NCPA has utilized this vendor in the past and has a good working relationship with the 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 projects. NCPA has agreements in place for similar services with Unique Scaffold, Sunshine Metal Clad, Inc, Farwest Insulation Contracting and Bayside Insulation & Construction, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-08
- Multi-Task General Services Agreement with American Industrial Scaffolding

RESOLUTION 25-08

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH AMERICAN
INDUSTRIAL SCAFFOLDING, INC.**

(reference Staff Report #107:25)

WHEREAS, scaffolding and insulation services are required from time to time for the operation and maintenance of 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, American Industrial Scaffolding, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with American Industrial Scaffolding, 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 General 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AMERICAN INDUSTRIAL SCAFFOLDING, 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 American Industrial Scaffolding, Inc., a corporation with its office located at 5056 Commercial Circle, Suite B, Concord, CA 94520-8574 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000) 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, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be sent to:

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

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.** Not Applicable

4.5 **All Policies Requirements.**

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

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

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

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 **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.

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

Section 11. WARRANTY.

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

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

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the

Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by 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:

Albert Curiel
VP Operations
American Industrial Scaffolding, Inc.
5056 Commercial Circle, Suite B
Concord, CA 94520-8574

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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

AMERICAN INDUSTRIAL SCAFFOLDING,
INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

BILL WRIGHT, President & CEO (Owner)

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

American Industrial Scaffolding, Inc. ("Contractor") shall provide scaffolding and insulation services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPPA members.

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

- Scaffolding
 - Scaffold Design and Project Planning
 - Erection and Dismantling
 - Maintenance
- Insulation
 - Hot and Cold Insulation
 - Removal Thermal Blankets – Manufacture and Installation
 - Heat Tracing
 - Fireproofing

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:

2024 Prevailing Wage Rates:

Scaffolder

ST	\$119.52
OT	\$154.97
DT	\$191.97

Insulator

ST	\$121.38
OT	\$165.50
DT	\$209.60

Scaffolder and Insulator Rates include working Lead and working Foreman

Subsistence / Per Diem	\$100/day (billed at actual payment requirements of prevailing wage w/o OH or Margin)
Travel	\$60/trip (based on actual payment requirements of prevailing wage w/o OH or Margin)
Vehicles	\$75/day

Apprentice Rates will be billed at actual cost required by union assignment level and prevailing wage requirements + 25% for W/C & GL Insurance, Testing, Safety, Overhead, and Profit

Rates subject to change if Prevailing Rates change.

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.

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(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.

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____

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

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)



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Stephens Mechanical Corporation – Five Year Multi-Task General Services Agreement for Miscellaneous Mechanical Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approval of Resolution 25-09 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Stephens Mechanical Corporation for miscellaneous mechanical maintenance 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Miscellaneous mechanical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. 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 Hudson Mechanical Inc., Reliable Turbine Services LLC, and Performance Mechanical, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed 1,000,000 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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures and seek bids from as many qualified providers as required. Bids are awarded to the vendor providing the overall best 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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 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 25-09
- Multi-Task General Services Agreement between NCPA and Stephens Mechanical Corporation

RESOLUTION 25-09

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
STEPHENS MECHANICAL CORPORATION**

(reference Staff Report #108:25)

WHEREAS, miscellaneous mechanical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Stephens Mechanical Corporation is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Stephens Mechanical Corporation 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 General 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND STEPHENS MECHANICAL CORPORATION

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 Stephens Mechanical Corporation, a corporation with its office located at Physical Address: 497 Edison Ct #D, Fairfield, CA 94534 Mailing Address: P.O. Box 30663, Walnut Creek, CA 94598 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven-day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000) 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, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be sent to:

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

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. Not Applicable

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 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 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 caused by the acts or omissions by Contractor, its officers, officials, agents, and employees, in the performance of the Work, except as caused by and to the extent of the concurrent, sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types

of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall 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, plus reasonable costs for demobilization if applicable; 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 (if designed by Contractor) 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.
- 11.4** Contractor's Warranty shall not apply in the event Contractor is not present and supervising any commissioning/startup of any of Contractor's Work, and when plant conditions have experienced a process change (including but not limited to spikes in temperature or pressure, vibrations, unit shutdowns, or chemical composition changes)

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by 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.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Paul Stephens
President
Stephens Mechanical Corporation
P.O. Box 30663
Walnut Creek, CA 94598

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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third-party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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13.16 Limitation of Liability. Notwithstanding anything to the contrary, neither Party shall be liable to the other for any consequential, indirect, incidental, special, liquidated or punitive damages (including but not limited to loss of use, revenue or profits, inventory or use charges, cost of capital or claims of customers) howsoever caused. Contractors total liability with respect to this Agreement or any breach thereof, whether based on contract, warranty, tort (including negligence), strict liability, or otherwise, shall not exceed Two Million Dollars (\$2,000,000.00). In the case of Contractor winning a bid for a major overhaul necessitating an increase in the not to exceed amount specified in Section 2 to a level in excess of Two Million Dollars (\$2,000,000), this limitation of liability shall be increased to the total value of this Agreement as revised in Section 2.

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

NORTHERN CALIFORNIA POWER AGENCY

STEPHENS MECHANICAL
CORPORATION

Date _____

Date _____

RANDY S. HOWARD, General Manager

PAUL STEPHENS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Stephens Mechanical Corporation ("Contractor") shall provide miscellaneous mechanical maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

Plant Maintenance

- ACC blades, gearboxes
- Piping modification
- Compressor maintenance
- Motor, Pump replacements, etc.
- All other balance of plant work

Overhauls

- Turbines
 - Steam, Gas, Hydro
- Generators
 - Air Cooled, Hydrogen Cooled

Engines

- Wartsila

Compressors

- Reciprocating, Centrifugal, Axial

Gearboxes

- All Types

Pumps

- Engineered Pumps

Outages

- Major equipment overhauls and balance of plant support

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:

NCPA
Millwrights – Master Labor Agreement
July 1, 2024 – June 30, 2025

Area #1 - Field Labor Rates

Classification	Day Shift			Night Shift		
	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Superintendent / Project Manager	\$183	\$248	\$312	\$187	\$254	\$321
General Foreman	\$171	\$230	\$289	\$175	\$237	\$298
Working Foreman	\$165	\$221	\$277	\$170	\$228	\$286
Millwright - Journeyman	\$152	\$202	\$253	\$157	\$209	\$261
8th Period Apprentice	\$147	\$195	\$242	\$151	\$201	\$251
7th Period Apprentice	\$142	\$187	\$232	\$146	\$194	\$241
6th Period Apprentice	\$137	\$180	\$222	\$141	\$186	\$231
5th Period Apprentice	\$132	\$172	\$212	\$136	\$179	\$221
4th Period Apprentice	\$117	\$149	\$187	\$120	\$155	\$195
3rd Period Apprentice	\$114	\$141	\$177	\$117	\$148	\$185
2nd Period Apprentice	\$105	\$129	\$160	\$108	\$134	\$169
1st Period Apprentice	\$98	\$120	\$145	\$101	\$124	\$153
Field Machinist	\$171	\$238	\$305	\$176	\$246	\$316
Shop Machinist	\$155	\$218	\$281	\$160	\$226	\$291
Timekeeper	\$101	\$124	\$148	\$103	\$127	\$153
Safety Supervisor	\$125	\$161	\$206	\$128	\$167	\$213

The rates listed above are effective in the following counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

Area #'s 2 & 3 - Field Labor Rates

Classification	Day Shift			Night Shift		
	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Superintendent / Project Manager	\$183	\$248	\$312	\$187	\$254	\$321
General Foreman	\$171	\$230	\$289	\$175	\$237	\$298
Working Foreman	\$165	\$221	\$277	\$170	\$228	\$286
Millwright - Journeyman	\$147	\$194	\$242	\$151	\$201	\$250
8th Period Apprentice	\$142	\$187	\$232	\$146	\$194	\$241
7th Period Apprentice	\$137	\$180	\$223	\$142	\$186	\$231
6th Period Apprentice	\$133	\$173	\$213	\$137	\$179	\$222
5th Period Apprentice	\$129	\$166	\$204	\$132	\$172	\$212
4th Period Apprentice	\$114	\$143	\$178	\$117	\$149	\$187
3rd Period Apprentice	\$111	\$136	\$169	\$114	\$142	\$177
2nd Period Apprentice	\$103	\$125	\$153	\$106	\$130	\$162
1st Period Apprentice	\$96	\$116	\$138	\$99	\$121	\$147
Field Machinist	\$171	\$238	\$305	\$176	\$246	\$316
Shop Machinist	\$155	\$218	\$281	\$160	\$226	\$291
Timekeeper	\$101	\$124	\$148	\$103	\$127	\$153
Safety Supervisor	\$125	\$161	\$206	\$128	\$167	\$213

The rates listed above are effective in the following counties: Monterey, San Benito, Santa Cruz, Sacramento, Yolo, San Joaquin, Western Placer, and Western El Dorado.

Area #4 - Field Labor Rates

Day Shift

Night Shift

Classification	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Superintendent / Project Manager	\$183	\$248	\$312	\$187	\$254	\$321
General Foreman	\$171	\$230	\$289	\$175	\$237	\$298
Working Foreman	\$165	\$221	\$277	\$170	\$228	\$286
Millwright - Journeyman	\$145	\$191	\$237	\$149	\$197	\$246
8th Period Apprentice	\$140	\$184	\$228	\$144	\$191	\$237
7th Period Apprentice	\$135	\$177	\$219	\$140	\$184	\$227
6th Period Apprentice	\$131	\$170	\$210	\$135	\$177	\$218
5th Period Apprentice	\$128	\$163	\$200	\$131	\$170	\$209
4th Period Apprentice	\$113	\$140	\$175	\$116	\$147	\$184
3rd Period Apprentice	\$110	\$133	\$166	\$113	\$140	\$175
2nd Period Apprentice	\$102	\$123	\$150	\$105	\$128	\$159
1st Period Apprentice	\$95	\$115	\$136	\$98	\$119	\$144
Field Machinist	\$171	\$238	\$305	\$176	\$246	\$316
Shop Machinist	\$155	\$218	\$281	\$160	\$226	\$291
Timekeeper	\$101	\$124	\$148	\$103	\$127	\$153
Safety Supervisor	\$125	\$161	\$206	\$128	\$167	\$213

The rates listed above are effective in the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba.

Southern California – Field Labor Rates

Classification	Day Shift			Night Shift		
	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Superintendent / Project Manager	\$183	\$248	\$312	\$187	\$254	\$321
General Foreman	\$171	\$230	\$289	\$175	\$237	\$298
Working Foreman	\$141	\$194	\$248	\$144	\$199	\$255
Millwright - Journeyman	\$129	\$177	\$225	\$132	\$182	\$232
10 th Period Apprentice	\$124	\$170	\$216	\$127	\$175	\$223
9 th Period Apprentice	\$121	\$164	\$208	\$124	\$168	\$214
8 th Period Apprentice	\$118	\$157	\$199	\$120	\$162	\$205
7 th Period Apprentice	\$115	\$150	\$190	\$117	\$155	\$196
6 th Period Apprentice	\$113	\$147	\$185	\$116	\$152	\$192
5 th Period Apprentice	\$112	\$144	\$181	\$114	\$148	\$187
4 th Period Apprentice	\$108	\$137	\$172	\$111	\$142	\$178
3 rd Period Apprentice	\$99	\$123	\$155	\$101	\$127	\$161
2 nd Period Apprentice	\$97	\$119	\$149	\$99	\$123	\$155
1 st Period Apprentice	\$95	\$117	\$145	\$97	\$120	\$151
Pre-Apprentice	\$92	\$112	\$136	\$94	\$116	\$142
Field Machinist	\$171	\$238	\$305	\$176	\$246	\$316
Shop Machinist	\$155	\$218	\$281	\$160	\$226	\$291
Timekeeper	\$101	\$124	\$148	\$103	\$127	\$153
Safety Supervisor	\$125	\$161	\$206	\$128	\$167	\$213

The rates listed above are effective in the following counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura.

Work Hours

Work hours as specified by the Local 102 Millwrights Master Labor Agreement apply. The generalized work hours are as follows: Overtime will be charged at the applicable rate for all work over eight hours per day and for the first eight hours on Saturday. Overtime will be charged for all work performed outside the regular or established shift, and for the first unscheduled shift. Double Time will be charged for work beyond eight hours on Saturday, and for all work on Sundays and Holidays.

Show-Up Time

A four-hour minimum for show-up time will apply for each worker at the applicable rate whether work is performed or not. There is an eight-hour minimum for all work after four hours for each worker at the applicable rate.

Standby Time

Any delays preventing SMC or its subcontractors from performing work that is beyond their control, standby time will be billed at the applicable rate.

Emergency Call-Out

When called out to perform work outside of an established schedule, a minimum of eight hours at the applicable overtime or double time rate will be billed.

Third Party Items

All outside services, parts, materials, consumables, rentals, fuel for rentals, freight, and subcontractors will be billed at cost plus 15%.

Safety Training / Background

Site specific or customer specific safety training will be billed at cost, plus the applicable hourly rates for all time spent on training. Site or customer specific background checks or drug testing will be billed at cost plus 15%.

Subsistence and Travel

Subsistence and lodging for workers requiring overnight accommodations will be billed at the U.S. General Services Administration rate for the city the work is performed in.

Travel time will be billed at the IRS standard mileage rate for workers requiring overnight accommodation. Workers will receive "Travel In" and "Travel Out". Mileage will not be billed on working days.

Exclusions

Rates do not include consumables, sales or use taxes, permits, bonds, or special licenses for specific projects.

Payment Terms

Net 30 Days

Field Equipment Rates
July 1, 2024 – June 30, 2025

Equipment	Shift	Daily	Weekly
Service Truck & Tools	\$430		
Flatbed Truck		\$270	
Crew Cab Truck	\$265		
Tool Trailer		\$495	\$2,475
Flatbed Trailer		\$95	
Welding Machine		\$125	\$625
Laser Alignment Kit		\$485	\$2,425
Laser Level Alignment Kit		\$515	\$2,575
Laser Bore Alignment Kit		\$1,285	\$6,425
Laser Internal Alignment Kit		\$1,285	\$6,425
Hy-Torque Wrench Set		\$475	\$2,375
Turbine Kit		\$515	\$2,575
Engine Kit		\$270	\$1,350
Rigging Kit		\$200	\$1,000
Metric Kit		\$285	\$1,425
Pallet of Cribbing		\$50	\$250
Grout Kit		\$150	\$750
FME Cabinet		\$125	\$625
SCR Cleaning Kit		\$280	\$1,400
Respirator Cabinet		\$300	\$1,500
Wash Station		\$165	\$825
Rescue Equipment		\$235	\$1,175
Multi Ton Movers		\$160	\$800
Portable Generator		\$115	\$575
Multi Gas Meter		\$165	\$825
Mag Base Drill		\$150	\$750
Skid Rotor Stand		\$225	\$1,125
Dual Rotor Stands		\$155	\$775

Field Machining Equipment

By Quote

Rates subject to change if Prevailing Rates change.

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.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(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__ 24__.

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 _____, 2025.

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 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

Stephens Mechanical Corporation

(Authorized Officer & Title)
Paul Stephens, President
P.O. Box 30663
Walnut Creek, CA 94598



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Airgas USA, LLC – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for CEMS EPA Gas Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli <i>mg</i> Assistant General Manager	METHOD OF SELECTION: N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

RECOMMENDATION:

Approve Resolution 25-10 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials, and Supplies with Airgas USA, LLC for Continuous Emission Monitoring System (CEMS) and Environmental Protection Agency (EPA) gas purchases (including industrial and specially mixed EPA-regulated gases), 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:

The gases are required for calibration of the CEMS and are required by the EPA. These are critical for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA has utilized this vendor in the past and has a good working relationship with the 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 an agreement in place for similar services with Matheson Tri-Gas, 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 products 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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-10
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC

RESOLUTION 25-10

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH AIRGAS USA, LLC**

(reference Staff Report #109:25)

WHEREAS, various Continuous Emission Monitoring System (CEMS) and Environmental Protection Agency (EPA) gases are required for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Airgas USA, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC to provide such products 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 Agreement for Purchase of Equipment, Materials and Supplies, 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE
OF EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AIRGAS USA, LLC**

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 Airgas USA, LLC, ("Supplier"), whose principal office is located at 920 Piner Road, Santa Rosa, CA 95403 (together sometimes referred to as the "Parties") as of _____, 2025 (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, at a facility owned and/or operated by Agency.

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 FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) 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 \$2,000,000 per each accident, with \$6,000,000 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, and also including sudden and accidental pollution coverage, 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 \$2,000,000/\$6,000,000 aggregate for bodily injury and property damage, on an occurrence basis.

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, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide 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 up to the policy limits specified herein, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas 's indemnification obligation.

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. Deleted due to sudden and accidental pollution insurance provided under CGL.

SECTION 7. WARRANTY. Supplier warrants that, at the time of delivery, all gas Goods furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other Goods sold by Supplier will conform to Supplier's or manufacturer's standard specifications. Supplier makes no warranty with respect to non-gas Goods manufactured by others, but will, on request, to the extent permitted, pass on to Agency any applicable manufacturer's warranty. Supplier warrants that the services shall be performed in a good and workmanlike manner. SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

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 third party claims for injury (including death) loss or of any damage to the person or property of any third party 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 caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees, in performing their duties under this contract, 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. For avoidance of doubt, third party includes Agency's employees.
- 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 federal or state courts located in Sacramento County, California.
- 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 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.

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

Airgas USA, LLC
Michael Myr
920 Piner Road
Santa Rosa, CA 95403

With a copy to:

Airgas USA, LLC
6790 Florin Perkins Road #300
Sacramento CA, 95828-2604

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** **Excuse of Performance.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control
- 9.22** **Allocation.** If sufficient goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources if and only if confirmed in writing by Agency, that

Agency will pay a higher fee to cover all additional costs associated with such goods.

9.23 Remedies; Limitation of Liability. NEITHER SUPPLIER NOR SUPPLIER'S SUPPLIERS OF GOODS ("SUPPLIER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SUPPLIER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION.

BUT FOR SUPPLIERS INDEMNITY OBLIGATIONS IN SECTION 8.2, SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY DURING THE TERM OF THIS AGREEMENT FOR ALL OTHER CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO \$100,000 FOR EACH OCCURRENCE AND \$300,000 FOR THE ENTIRE TERM OF THE AGREEMENT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO SUPPLIER'S INDEMNIFICATION OBLIGATIONS.

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

NORTHERN CALIFORNIA POWER AGENCY AIRGAS USA, LLC

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

**MATTHEW B. WHITTON, President –
NCN Region**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A PURCHASE LIST

As requested by Agency, Supplier shall provide Equipment, Materials and Supplies ("Goods") at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

Airgas P/N	Airgas Product Description	Cylinder Size	Purity	Price
	Lodi Energy Center			
Certified Mixes				
X02A189C15A3299	8ppm NH3/ bal Air	150A [141 cf.]	Cert	\$183.00
EPA Protocols				
E02NE15AC427	2.5ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NE15AC007	5.5ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02N199E15A0065	80ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E03N199E15AC470	2.5ppm NO, 2.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15A03L5	5.5ppm NO, 5.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15A01L7	25ppm NO, 800ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15AC0J9	55ppm NO, 1700ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15A03NO	9ppm NO, 8ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15ACLD6	90ppm NO, 2500ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E02N182E15AC071	18% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02N184E15AC220	5.5% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02N189E15AC155	11% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
NI CZ200	Nitrogen- CEMS [99.9999%] grade	200	CEMS	\$97.00
	STIG			
E02N177E15A0084	22.5% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02N186E15AC044	13.75 O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02N193E15AC043	6.25% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02N199E15A0047	EP 25 PPM NC/NI 15A	150A [141 cf.]	EPA	\$185.00
E02N199E15A0131	9 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02N199E15A1532	EP 54PPM NC / NI 15A	150A [141 cf.]	EPA	\$345.00
E02N199E15A3576	EP 90PPM NC/NI 15A	150A [141 cf.]	EPA	\$225.00
E02N199E15AC1T1	5.5 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02N199E15AC427	2.5 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E03N199E15A2718	90ppm NO, 45ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15A3818	55ppm NO, 27.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03N199E15A3819	25ppm NO, 12.5pm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
Industrial				
AC 4	Acetylene	Size 4	Ind.	\$22.74/CCF
AR 300	Argon - Industrial	300	Ind.	\$40.80
NI 160LT230	Nitrogen - Industrial Liquid	160LT	Ind.	\$127.57
NI 160LT350	Nitrogen - Industrial Liquid	160LT	Ind.	\$120.40
NI 180LT230	Nitrogen - Industrial Liquid	180LT	Ind.	\$140.00
NI 180LT350	Nitrogen - Industrial Liquid	180LT	Ind.	\$128.54
NI 250	Nitrogen - Industrial	250	Ind.	\$16.00
OX 250	Oxygen - Industrial	250	Ind.	\$10.50
PP 100	Propylene	100 LB	Ind.	\$279.84
SH CP200	Sulfur Hexafluoride	200	CP	\$1,425.00
X10ME90C15A7764	CT 10 Comp/ME 15A	150A [141 cf.]	Ind.	\$925.00
Ammonia				
*Anhydrous (R-Grade)		Ton		\$700.00
*Aqueous (19%)		Solution Lb.		\$0.50

Additional products not listed above to be provided as requested in writing by NCPA facilities. Pricing for additional products not listed above will be quoted by Supplier at the time product is requested.

*NCPA acknowledges that Supplier's pricing for ammonia 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 revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

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

Monthly Cylinder Rental: \$5.00 per cylinder per month.

The monthly charge is based on the number of cylinders on site at the end of each calendar month multiplied by the charge per cylinder.

Liquid Dewar Rental: \$1.50 per Dewar per day.

Delivery Charges: \$72.00/ bulk delivery, \$38.00/ cylinder delivery - There is no charge for picking up empty cylinders.

Hazmat Fee: \$6.45/ delivery

****Cylinder Rental Invoices are exempt from Hazmat Fees****



AIRGAS USA, LLC
1825 ARNOLD INDUSTRIAL WAY
CONCORD CA 94520-5314
T: 925-825-8822
F: 925-825-0215

QUOTATION

YOU CAN PLACE THIS ORDER
ON WWW.AIRGAS.COM

Quote For: 2119124
NCPA POWER PLANT 1
12000 RIDGE RD
MIDDLETOWN CA 95461-9585

Sold To: 2137885
NORTHERN CALIF POWER AGENCY
651 COMMERCE DR
ROSEVILLE CA 95678-6411
T: 916-761-4214

Quote Number	2012374208
Quote Date	03/15/2024
Prepared By	Jacob Lenau
Contact Phone	+1 916-379-1000 EXT 149
Account Manager	MICHAEL MYR
PO Number	
Release Number	
Ordered By	

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
10	AC 4 ACETYLENE SIZE 4 CGA 510 1 CL = 1.32 HH	W162	1	CL	132	FT3	67.88	HH	89.60 (H)
20	AC AA4 ACETYLENE AA GR 2.6 SIZE 4 ATOMIC ABSORPTION GRADE CGA 510	W162	1	CL	132	FT3	359.53	CL	359.53 (H)
30	AR 250 ARGON INDUSTRIAL SIZE 250 CGA 580	W162	1	CL	281	FT3	167.64	CL	167.64 (H)
40	AR 300 ARGON INDUSTRIAL SIZE 300 CGA 580	W162	1	CL	336	FT3	302.50	CL	302.50 (H)
50	AR CD25250 ARGON 75 CD 25 SIZE 250 CGA 580	W162	1	CL	312	FT3	154.75	CL	154.75 (H)
60	AR UHP300 ARGON UHP GR 5.0 SIZE 300 CGA 580	W162	1	CL	336	FT3	515.73	CL	515.73 (H)
70	E02NI77E15A0084 EP 22.5% OXYGEN BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 590	W162	1	CL	147	FT3	907.50	CL	907.50 (H)
80	E02NI06E15AC044 EP 13.75% OXYGEN BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 590 (OXYGEN 12.5-15%) CUSTOM MIX	W162	1	CL	146	FT3	907.50	CL	907.50 (H)
90	E02NI09E15AC155 EP 11% OXYGEN BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 590 (OXYGEN 10-12%) CUSTOM MIX	W162	1	CL	145	FT3	651.00	CL	651.00 (H)
100	E02NI03E15AC043 EP 6.25% OXYGEN BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 590 (OXYGEN 5-7.5%) CUSTOM MIX	W162	1	CL	145	FT3	907.50	CL	907.50 (H)
110	E02NI04E15AC220 EP 5.5% OXYGEN BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 590 (OXYGEN 5-6%) CUSTOM MIX	W162	1	CL	145	FT3	651.00	CL	651.00 (H)



AIRGAS USA, LLC
1825 ARNOLD INDUSTRIAL WAY
CONCORD CA 94520-5314
T: 925-825-8822
F: 925-825-0215

QUOTATION

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
120	E02NI99E15A0131 EP 9PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660	W162	1	CL	144	FT3	907.50	CL	907.50 (H)
130	E02NI99E15A1532 EP 54PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660	W162	1	CL	144	FT3	733.00	CL	733.00 (H)
140	E02NI99E15A3578 EP 90PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660	W162	1	CL	144	FT3	907.50	CL	907.50 (H)
150	E02NI99E15AC1T1 EP 5.5PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660 NITRIC OXIDE 5.2-5.8PPM CUSTOM MIX	W162	1	CL	144	FT3	792.00	CL	792.00 (H)
160	E03NI99E15A2718 EP 45PPM CARBON MONOXIDE 90PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660	W162	1	CL	144	FT3	1,111.00	CL	1,111.00 (H)
170	E03NI99E15A3818 EP 27.5PPM CARBON MONOXIDE 55PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660	W162	1	CL	144	FT3	1,111.00	CL	1,111.00 (H)
180	E03NI99E15A3819 EP 12.5PPM CARBON MONOXIDE 25PPM NITRIC OXIDE BALANCE NITROGEN SIZE 150A EPA PROTOCOL STANDARD CGA 660	W162	1	CL	144	FT3	1,111.00	CL	1,111.00 (H)
190	HE BL300 HELIUM BALLOON GR SIZE 300 CGA 580	W162	1	CL	292	FT3	714.14	CL	714.14 (H)
200	HE UHP300 HELIUM UHP GR 5.0 SIZE 300 CGA 580	W162	1	CL	292	FT3	1,678.14	CL	1,678.14 (H)
210	HY C62 HYDROGEN INDUSTRIAL SZ 200 8PK CGA 350	W162	1	CR	1,182	FT3	425.55	CR	425.55 (H)
220	NI 250 NITROGEN INDUSTRIAL SIZE 250 CGA 580	W162	1	CL	256	FT3	133.10	CL	133.10 (H)
230	NI C65 NITROGEN INDUSTRIAL SIZE 250 6PK CGA 580	W162	1	CR	1,536	FT3	406.19	CR	406.19 (H)
240	NI C2200 NITROGEN CEM-CAL ZERO GRADE 5.5 SIZE 200 CGA 580 BATCH ANALYZED C OF A INCLUDED	W162	1	CL	235	FT3	544.50	CL	544.50 (H)
250	NI UHP300 NITROGEN UHP GR 5.0 SIZE 300 CGA 580	W162	1	CL	304	FT3	293.55	CL	293.55 (H)



AIRGAS USA, LLC
1825 ARNOLD INDUSTRIAL WAY
CONCORD CA 94520-5314
T: 925-825-8822
F: 925-825-0215

QUOTATION

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
260	NS AA200 NITROUS OXIDE AA GR 2.6 SIZE 200 CGA 326	W162	1	CL	60 LBS		468.20	CL	468.20 (H)
270	OX 250 OXYGEN INDUSTRIAL SIZE 250 CGA 540	W162	1	CL	281 FT3		51.59	CL	51.59 (H)
280	PR 33 PROPANE INDUSTRIAL 32 LB FOR FORKLIFT USE CGA 790	W162	1	CL	32 LBS		60.32	CL	60.32 (H)
290	SH CP200 SULFUR HEXAFLUORIDE CP GR 2.8 SIZE 200 CGA 590	W162	1	CL	115 LBS		4,890.33	CL	4,890.33 (H)
300	X10ME90C15A7764 CT 0.03% HEXANE 0.1% ISOPENTANE 0.1% N PENTANE 0.1% NEOPENTANE 0.3% ISOBUTANE 0.3% N BUTANE 1% CARBON DIOXIDE 2.5% NITROGEN 5% ETHANE BALANCE METHANE SIZE 150A CERTIFIED STANDARD-SPEC CGA 350	W162	1	CL	177 FT3		2,107.00	CL	2,107.00 (H)
	Delivery Flat Fee								53.49
	Fuel Surcharge Flat								14.20
	Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale								7.52

Incooterms	Airgas Truck
Shipping Method	Airgas Truck
Payment Terms	NET 30

Quote Amount	24,135.07
Sales Tax	2,051.48
Quote Total	26,186.55

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

TERMS AND PRODUCT PRICING ARE VALID UNTIL 04/13/2024

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Airgas reserves the right to decline or cancel any order at any time prior to shipment. For more information about returns and cancellations, please visit us online at Airgas.com/terms-of-sale.

Comments :

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

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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 _____, 2025.

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, _____,

(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 _____, 2025.

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.



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: GeothermEx, Inc. – Five Year Multi-Task Consulting Services Agreement for Geothermal Reservoir Numerical Simulations Services; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facility.

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli <i>mg</i> Assistant General Manager	METHOD OF SELECTION: Sole Source
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

RECOMMENDATION:

Approval of Resolution 25-11 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with GeothermEx, Inc. for geothermal reservoir numerical simulations 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 the Geothermal Facility.

BACKGROUND:

GeothermEx, Inc. is a leading expert in geothermal reservoir numerical modeling, based in Richmond, CA. While most reservoir modeling companies focus on oil and gas, GeothermEx, Inc. specializes in geothermal-specific modeling, making them unique to other vendors in the same general field. They perform consulting work worldwide on numerous geothermal assets (more than any other company in the world) and are experienced professionals in this subject matter. Thus, NCPA Staff recommends awarding this contract to GeothermEx under NCPA's sole source procurement justification specified in NCPA's Purchasing Manual.

Geothermal reservoir numerical simulation services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility. NCPA has utilized this vendor in the past and currently has a Multi-Task Consulting Services Agreement that will terminate on February 24, 2025. NCPA desires to enter into this agreement to replace the existing agreement and enable NCPA to continue to use this vendor under established terms and conditions should this vendor's services be required. Because of the highly specialized nature of this type of reservoir numerical modeling, NCPA does not have any agreements in place for similar services with additional vendors at this time.

FISCAL IMPACT:

NCPA has an existing agreement with this vendor for an amount not to exceed \$1,000,000, of which NCPA has spent \$772,000 to-date.

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

SELECTION PROCESS:

As described above, GeothermEx is, in the judgement of NCPA staff, the world leader in geothermal field modeling and analysis. Thus, NCPA Staff requests the Commission approve this agreement as a sole source provider.

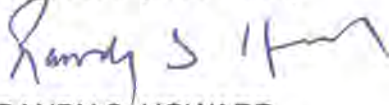
ENVIRONMENTAL ANALYSIS:

This modeling 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 January 8, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a stylized flourish at the end.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-11
- Multi-Task Consulting Services Agreement between NCPA and GeothermEx, Inc.

RESOLUTION 25-11

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH
GEOTHERMEX, INC.**

(reference Staff Report #110:25)

WHEREAS, geothermal reservoir numerical simulations services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility; and

WHEREAS, GeothermEx, Inc. is a provider of these services; and

WHEREAS, GeothermEx, Inc. is a leading expert in geothermal reservoir numerical modeling. GeothermEx, Inc. specializes in geothermal-specific modeling, making them unique to other vendors in the same general field. They perform consulting work world-wide on numerous geothermal assets and are experienced professionals in this subject matter; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with GeothermEx, Inc. to provide such services as needed at the Geothermal Facility; and

WHEREAS, this modeling 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 the Geothermal Facility.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GEOTHERMEX, 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 GeothermEx, Inc., a corporation with its office located at 3260 Blume Drive, Suite 220, Richmond, CA 94806 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2025 ("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 consistent with the terms of this Agreement.
- 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 \$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. 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 \$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 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. Not Applicable.

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

Section 5. INDEMNIFICATION 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 not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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 confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

9.4.4 Handling of Confidential Information. 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 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.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Minh Pham
Reservoir Engineering Manager
3260 Blume Drive, Suite 220
Richmond, CA 94806

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.

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

NORTHERN CALIFORNIA POWER AGENCY

GEOTHERMEX, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

ANN ROBERTSON-TAIT, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

GeothermEx, Inc. ("Consultant") shall provide geothermal reservoir numerical simulations, as requested by Northern California Power Agency ("Agency") at the Geothermal Facility.

Services to include, but not limited to the following:

- Provide a New software platform
 - Create new model in a new software platform to improve understanding of the reservoir
 - Update the model, calibrating it against operating data
 - De-coupling of the pipeline network studies
 - Expand reservoir simulations
- Consulting: Geophysical studies
 - Study to determine the health and viability of the reservoir
 - Reducing injection at saturated sites
 - Increasing injection at superheated sites
 - Reducing the production rate to prolong the production lifetime
 - During normal operations assist during well workover projects

Note: All work will be done off-site remotely.

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 the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Labor Category	GeothermEx Personnel	Fully Loaded Rate (USD/hour)
Principal Geothermal Consultant	Balamir, Henneberger, Lovekin, Pham, Robertson-Tait	\$430
Senior Geothermal Consultant	Hackett, Lewis, Perdana, Salinas, Sullera, Parent, Iglesias	\$335
Geothermal Consultant	Ames, Bantis, Pinilla, Puthur, Thomas, Tran, Hasby	\$270
Geothermal Technician	Zavaia	\$230
Administrative Support	Rentschler-Moreno, Saddler	\$110

Upon 30 days' advance notice and no more than once each calendar year, Consultant 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 Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Community Tree Service, LLC – Five Year Multi-Task General Services Agreement for Vegetation Management Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli <i>mg</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-12 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Community Tree Service, LLC for vegetation management 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.

BACKGROUND:

Vegetation management services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Northern Industrial Construction and Konocti Ridge Corporate dba California Exterminators Alliance.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 6, 2025 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 25-12
- Multi-Task General Services Agreement with Community Tree Service, LLC

RESOLUTION 25-12

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH COMMUNITY
TREE SERVICE, LLC**

(reference Staff Report #111:25)

WHEREAS, vegetation management services are required from time to time for the operation and maintenance of 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, Community Tree Service, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Community Tree Service, LLC 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 General 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 _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
COMMUNITY TREE SERVICE LLC**

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 Community Tree Service, LLC, a limited liability company with its office located at 416 Salinas Road, Royal Oaks, CA 95076 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025, ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION dollars (\$1,000,000) 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, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be sent to:

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

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 Riggers Liability Insurance.** If the Services involve moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance, unless Commercial General Liability insurance covers these services, in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.
- 4.5 Pollution Insurance.** Not Applicable
- 4.6 All Policies Requirements.**
- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6.5 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.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in

accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

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

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

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

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

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

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

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for

any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by 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:

Steve Nigro
Vice President of Sales
Community Tree Service, LLC
416 Salinas Road
Royal Oaks, CA 95076
M: 931-854-5513
Steve.nigro@communitytree.com

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. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

COMMUNITY TREE SERVICE, LLC

Date _____

Date _____

RANDY S. HOWARD, General Manager

STEVE NIGRO, Vice President of Sales

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Community Tree Service LLC ("Contractor") shall provide vegetation management services as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by the Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members, including:

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

- Tree removal
- Pruning
- Chipping
- Land clearing

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:

Community Tree Service Rate Sheet, Through June 30, 2025		
Equipment Rental Rates Per Hour	Normal Prevailing Wage Rate	*Emergency Prevailing
Tractor with any other attachment (i.e., grapple loader, shovel, skidder grapple, sweeper or any other applicable attachment for tree work)	\$72.28	\$101.22
Tractor with a Heavy Duty Brush Mower Attachment	\$120.39	\$168.49
Small Masticator	\$87.30	\$122.22
Medium Masticator	\$145.50	\$203.69
Large Masticator	\$261.89	\$366.65
Crane Rental - 25 Ton Capacity	\$180.88	\$253.23
Crane Rental - 40 Ton Capacity	\$233.64	\$327.10
Crane Rental - 60 Ton Capacity	\$390.98	\$547.37
Tow Behind Stump Grinder	\$73.61	\$103.09
Stump Grinder on Tracks	\$100.21	\$140.34
Walk Behind Stump Grinder	\$66.90	\$93.68
Bucket Truck (up to 75')	\$84.03	\$117.64
Bucket Truck (up to 100')	\$133.10	\$186.34
12" Capacity Brush Chipper	\$58.45	\$81.83
18" Capacity Brush Chipper	\$84.04	\$117.66
24" Capacity Brush Chipper	\$105.22	\$147.31
20" Capacity Brush Chipper on Tracks	\$182.16	\$255.02
Traffic Control Equipment (to typically include, 10 signs and up to 100 cones)	\$44.78	\$62.76
Traffic Control Controllable Message Board Sign	\$23.92	\$33.49
Mobile Light Tower	\$38.41	\$53.77
Grapple Loader	\$139.79	\$195.71
3-Axle Grapple Loader	\$168.07	\$235.30
Grapple Loader With End Dump	\$208.35	\$291.69
Chip Truck	\$42.02	\$58.82
3-Axle Truck for Debris Hauling	\$66.19	\$93.11
2-Axle Truck for Debris Hauling	\$51.22	\$71.73
2-Axle 4WD Truck for Debris Hauling	\$53.10	\$74.38
3-Axle Roll Off Truck with 30-40 Yard Capacity Box	\$128.04	\$179.25
1-Axle Trailer	\$19.24	\$26.93
2-Axle Trailer	\$38.41	\$53.77
3-Axle Trailer	\$51.22	\$71.73
6 Ton Mini Excavator with Grapple Attachment	\$80.04	\$112.07
6 Ton Mini Excavator with Mower Attachment	\$118.83	\$166.23
9 Ton Excavator	\$119.36	\$167.10

15 Ton Excavator	\$158.69	\$285.92
Mini Skid Steer Loader With Grapple Attachment	\$87.40	\$122.36
Mini Skid Steer Loader With Mower Attachment	\$134.44	\$188.22
Ditch Witch	\$68.00	\$95.20
Water Buffalo	\$47.89	\$65.40
**MISC. Equipment for a 2-Man Crew	\$22.40	\$31.37
**MISC. Equipment for a 3-Man Crew	\$30.38	\$42.51
**MISC. Equipment for a 4-Man Crew	\$38.41	\$53.77
**MISC. Equipment for a 5-Man Crew and up	\$44.17	\$61.84
Sennebogen 718	\$409.50	\$573.30
Sennebogen 738	\$448.50	\$627.90
Albach Diamant 2000	\$487.50	\$682.50
Horizontal Grinder Model 3680 Beast	\$787.50	\$1102.50
Curtain Air Burner	\$175.00	\$245.00
Tigercat Feller Buncher	\$375.00	\$525.00
Personnel Rates Per Hour		
Arborist Reports (to include, consulting, site supervision, reports, project management and arborist equipment operation)	\$108.92	\$152.48
Qualified Applicator License	\$112.74	\$157.86
Equipment Operator	\$100.21	\$140.34
Heavy Equipment Operator	\$121.56	\$170.18
Climber	\$117.66	\$164.73
Groundsmen/General Labor	\$82.70	\$117.35
Foreman	\$100.21	\$140.34
Flagger	\$87.08	\$121.94
Arborist Equipment Per Hour		
Pesticide Applicator/Spraying Rig	\$82.70	\$117.59
Backpack Sprayer	\$23.89	\$33.48
Please Note: All tree prices are approximate and prices may vary depending on hazardous conditions such as climate, electrical hazards or any other hazardous conditions. Any additional equipment or personal will be charged accordingly. **MISC. equipment includes chainsaws, pole saws, ropes, pulleys, blowers, weed trimmers, climbing saddle, spikes, cleaning and or climbing equipment. These are all used on an as needed basis		*Emergency Prevailing Wage Rates will apply for evenings, weekends, overtime, and unplanned emergency work.

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.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(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 – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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.

EXHIBIT E – NOT APPLICABLE

**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)



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Summit Line Construction, Inc. – Five Year Multi-Task General Services Agreement for Power Pole Line Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities (except the Lodi Energy Center), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli <i>my</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

RECOMMENDATION:

Approve Resolution 25-13 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Summit Line Construction, Inc. for power pole line inspection and maintenance related 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 (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Power pole line inspection and maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members. Summit Line Construction, Inc. is a new vendor for NCPA. 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. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with Western Area Power Administration (WAPA), Wilson Utility Construction Company, and Intren, LLC (pending).

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 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.

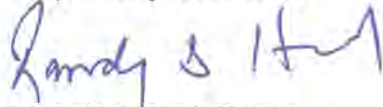
ENVIRONMENTAL ANALYSIS:

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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-13
- Multi-Task General Services Agreement with Summit Line Construction, Inc.

RESOLUTION 25-13

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SUMMIT LINE
CONSTRUCTION, INC.**

(reference Staff Report #112:25)

WHEREAS, various power pole line inspection and maintenance related services, are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA) (except the Lodi Energy Center), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Summit Line Construction, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Summit Line Construction, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA (except the Lodi Energy Center), 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 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 \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SUMMIT LINE CONSTRUCTION, 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 Summit Line Construction, Inc., a C corporation with its office located at 441 W. Power Line Road, Heber City, UT 84032 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work by signing the Purchase Order, 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 TWO MILLION** dollars (\$2,000,000) 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, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be sent to:

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

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 nor obligated to perform any Work or incur any costs whatsoever under the terms of this Agreement until execution 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 one million dollars (\$1,000,000) 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 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. 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 limit of \$2,000,000 per each accident. 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.

4.2.4 Aircraft Liability Insurance. Contractor shall maintain aircraft liability insurance, covering both owned and non-owned aircraft, in connection with performance of work under this Agreement in an amount for combined single limit for bodily injury, property damage and passengers of Five Million Dollars (\$5,000,000).

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured pursuant and subject to ISO forms CG 20 10 12 19 and/or CG 20 37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Contractor's expressly assumed indemnification obligations under this Agreement and declaring such insurance primary in regard to Work performed pursuant to this Agreement to the extent of Contractor's assumed obligations hereunder.

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 material modification in the dollar limits adverse to Agency of the policies referenced in Section 4; all subject to policy terms.

4.5.3 Higher Limits. Omitted.

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 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 third-party where third party includes Agency employees 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 negligent acts or omissions by Contractor, its officers, officials, agents, and employees in and during the performance of the Work, except as caused by the negligence of Agency.

5.3 **Limitation of Liability.**

Notwithstanding anything to the contrary:

- (1) Under no circumstance shall contractor be liable for special, exemplary, consequential, indirect, incidental or punitive, losses, damages, costs and expenses including but not limited to loss of profit, loss of revenue, loss of use and business interruption, even in such damages were or should have been known to the parties at the time of entering into this agreement.
- (2) Contractor's aggregate, maximum liability, to Agency, Agency indemnitees, and Third-party non-indemnitees, regardless of theory or cause of action, under this Agreement, is equal to (I) the fee paid to Contractor hereunder or purchase order giving rise to the claim for claims for which insurance is not required hereunder; and (II) with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement, the coverage amounts required under this Agreement for the policy covering such loss. Notwithstanding anything to the contrary, this limitation of liability set forth in this subsection shall not apply to third party claims for which Contractor owes an indemnification obligation hereunder.

- (3) Contractor is not indemnifying Agency for its liability to Third Parties under inverse condemnation or strict liability for property damage caused by wildfire, except to the extent the wildfire at issue is caused by Contractor's or any Contractor Party's negligence.

5.4 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements as identified in each Purchase Order, 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, subsequent demobilization, all equipment/materials ordered for which the Customer has not paid, costs incurred with respect to arrangements put in place in the expectation of completing the project and an agreed amount for foregone profit and overhead; 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, upon five (5) days' notice and opportunity to cure 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 affiliates, parents, 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; provided, Agency shall notify the Contractor upon the receipt of a public records request prior to the disclosure.

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, brought to the Project site by Contractor.

- 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 and the one (1) year period following the earlier date of Agency's use or possession, or date of completion of the work performed under the particular Purchase Order, 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, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's reasonable satisfaction. Contractor will not be liable for warranty breaches or non-compliance which is attributable to acts or omissions of others, including, but not limited to, the failure to maintain equipment, failure to follow operating procedures or maintenance manual requirements such as ordinary wear and tear, or other intervening works carried out by the Agency or third parties.

- 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.

The express warranties of Contractor, as set forth in this Section 11 represent Agency's sole remedy and recourse for defective work and are exclusive and in lieu of all other warranties and remedies, whether statutory or implied (including, but not limited to, all warranties of merchantability and fitness for a particular purpose, latent defects and all warranties arising from course of dealing or usage of trade), and Contractor hereby disclaims, and Agency hereby waives, any and all such other warranties and remedies.

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 precautions to protect the health of its employees and other site personnel with regard to the Work. If requested by Agency, Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by 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.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Dylan Welsh, President
Summit Line Construction, Inc.
447 W. Power Line Road
Heber City, UT 84032

With a copy to

General Counsel
Summit Line Construction, Inc.
447 W. Power Line Road
Heber City, UT 84032

Any written notice to Agency shall be sent to:

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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.

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13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCLPPA or SCLPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

SUMMIT LINE CONSTRUCTION, INC.

Date _____

Date _____

Randy S. Howard,
General Manager

Dylan Welsh,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Summit Line Construction, Inc. ("Contractor") shall provide pole inspections and construction services as requested by the Northern California Power Agency ("Agency") at any facilities owned and operated by Agency (except Lodi Energy Center), NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

Services to include, but not limited to the following:

- Pole Inspections, treatment and restoration
- Electrical Distribution Construction
- Transmission Construction
- Substation Construction
- All Voltage Level Maintenance
- High-Voltage Design & Construction Management

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:

- See price breakdown in attached Summit Line Construction, Inc. Exhibit B document.

Contractor may revise hourly rates each year upon the giving of 30 days' advanced written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

Exhibit B
NCPA
Master Service Agreement



441 W Powerline Rd
Heber City, UT 84032
PHONE 435.657.0721
WEB summitlineconstruction.com

California Labor and Equipment Rates

June 1, 2024 - May 31, 2025

JOB TITLE OR CLASSIFICATION	Fully Burdened Labor Rates	
	Straight Time	Double Time
Journeyman Lineman	\$ 157.74	\$ 260.65
General Foreman	\$ 181.65	\$ 305.47
Cable Splicer Foreman	\$ 169.20	\$ 282.20
Foreman	\$ 169.20	\$ 282.20
Underground Foreman	\$ 169.20	\$ 282.20
Cable Splicer	\$ 157.74	\$ 260.65
Line Equipment Man	\$ 134.79	\$ 217.22
Groundman	\$ 112.24	\$ 174.38
Powderman	\$ 141.62	\$ 231.48
Fabricator Tech	\$ 122.21	\$ 198.97
Fabricator Tech Trainee (0-2000 hrs)	\$ 116.19	\$ 187.32
Lineman-Welding	\$ 163.44	\$ 271.36
Foreman Substation Technician	\$ 169.20	\$ 282.20
Substation Technician	\$ 157.74	\$ 260.65
Substation Technician Trainee(1st Year)	\$ 113.23	\$ 175.50
Substation Technician Trainee(2nd Year)	\$ 129.50	\$ 206.98
Substation Technician Trainee(3rd Year)	\$ 145.75	\$ 238.47
Apprentice 1st Period - 60% of J/L	\$ 113.02	\$ 175.16
Apprentice 2nd Period - 65% of J/L	\$ 118.43	\$ 185.63
Apprentice 3rd Period - 70% of J/L	\$ 123.84	\$ 196.11
Apprentice 4th Period - 75% of J/L	\$ 129.26	\$ 206.60
Apprentice 5th Period - 80% of J/L	\$ 134.67	\$ 217.08
Apprentice 6th Period - 85% of J/L	\$ 140.06	\$ 227.55
Apprentice 7th Period - 90% of J/L	\$ 145.48	\$ 238.03
Mechanic	\$ 134.79	\$ 217.22
Safety Manager	\$ 157.74	\$ 260.65

California Labor and Equipment Rates

June 1, 2024 - May 31, 2025

Equipment	Hourly Rate	Weekly Rate
105' Bucket Truck	\$ 272.59	\$ 8,722.88
80' Bucket Truck	\$ 143.73	\$ 4,599.36
65' Bucket Truck	\$ 104.09	\$ 3,330.88
55' Bucket Truck	\$ 86.74	\$ 2,775.68
100 Ton Crawler Crane	\$ 867.33	\$ 27,754.56
90 Ton All Terrain	\$ 743.43	\$ 23,789.76
100 Ton All Terrain	\$ 768.21	\$ 24,582.72
110 Ton All Terrain	\$ 792.98	\$ 25,375.36
50 Ton Crane Truck	\$ 230.47	\$ 7,375.04
35 Ton Crane Truck	\$ 173.47	\$ 5,551.04
Digger Derrick 60'	\$ 173.47	\$ 5,551.04
Digger Derrick 45'	\$ 99.13	\$ 3,172.16
Track Bucket 90-100'	\$ 421.27	\$ 13,480.64
Track DT-80	\$ 359.32	\$ 11,498.24
Marooka	\$ 173.47	\$ 5,551.04
Pickup	\$ 39.65	\$ 1,268.80
Winch Truck	\$ 61.96	\$ 1,982.72
Mechanics Truck	\$ 86.74	\$ 2,775.68
Backhoe	\$ 74.35	\$ 2,379.20
Backhoe Trailer	\$ 19.83	\$ 634.56
Tractor	\$ 81.78	\$ 2,616.96
Tractor Trailer	\$ 29.74	\$ 951.68
4 Drum Puller 10,000'	\$ 143.73	\$ 4,599.36
4 Drum Puller 15,000'	\$ 190.81	\$ 6,105.92
52" Tensioner	\$ 111.52	\$ 3,568.64
72" Tensioner	\$ 136.29	\$ 4,361.28
Rewind Machine (sgl Drum)	\$ 123.90	\$ 3,964.80
Dist 3 Place Reel Trailer	\$ 61.96	\$ 1,982.72
Small Reel Tender	\$ 14.88	\$ 476.16
Hard-Line Puller (3 Drum)	\$ 334.55	\$ 10,705.60
Trans 3 Reel Trailer	\$ 91.70	\$ 2,934.40
Air Drill	\$ 215.59	\$ 6,898.88
Small Pressure Digger	\$ 297.38	\$ 9,516.16
Large Pressure Digger	\$ 669.08	\$ 21,410.56
V-Groove Puller	\$ 218.08	\$ 6,978.56
Water Truck	\$ 86.74	\$ 2,775.68
Dump Truck	\$ 86.74	\$ 2,775.68
D8 Cat	\$ 235.42	\$ 7,533.44

California Labor and Equipment Rates

June 1, 2024 - May 31, 2025

California Labor and Equipment Rates

June 1, 2024 - May 31, 2025

D7 Cat	\$ 198.25	\$ 6,344.00
D6 Cat	\$ 178.42	\$ 5,709.44
D5 Cat	\$ 153.65	\$ 4,916.80
6000lb Exten Fork Lift	\$ 59.48	\$ 1,903.36
8000lb Exten Fork Lift	\$ 69.39	\$ 2,220.48
10,000lb Exten Fork Lift	\$ 96.65	\$ 3,092.80
12,000lb Exten Fork Lift	\$ 123.90	\$ 3,964.80
Trackhoe 30 Ton	\$ 173.47	\$ 5,551.04
Trackhoe 20 Ton	\$ 136.29	\$ 4,361.28
Front End Loader	\$ 171.00	\$ 5,472.00
Mini-X	\$ 61.96	\$ 1,982.72
Skid Steer Loader	\$ 44.61	\$ 1,427.52
Crawler Carrier	\$ 166.03	\$ 5,312.96
Rubber Tire Carrier	\$ 86.74	\$ 2,775.68
Hot Stick Trailer	\$ 61.96	\$ 1,982.72
Wells Cargo Trailer	\$ 14.88	\$ 476.16
Office Trailer	\$ 14.88	\$ 476.16
Pole Trailer	\$ 14.88	\$ 476.16
80' Extendable Trailer	\$ 37.18	\$ 1,189.76
6X6 Ranger	\$ 34.70	\$ 1,110.40
Slinger Truck	\$ 210.64	\$ 6,740.48
72" Bundle tensioner	\$ 359.32	\$ 11,498.24

NOT APPLICABLE

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 – Not Applicable

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

_____,

(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.

EXHIBIT E – Not Applicable

**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: January 23, 2025

SUBJECT: Osmose Utilities Services, Inc.– Five Year Multi-Task Professional Services Agreement for Contact Voltage Surveys; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marty Hostler 	METHOD OF SELECTION:
	Compliance Manager	N/A
Division:	Executive Services	<i>If other, please describe:</i>
Department:	Compliance	

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

RECOMMENDATION:

Approve Resolution 25-18 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Osmose Utilities Services, Inc. for Contact Voltage Surveys 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.

BACKGROUND:

Contact voltage surveys may be required from time to time for the safety of NCPA, NCPA members, SCPPA, SCPPA members' workforce and the public. Objects such as power distribution equipment, streetlights, traffic signals, playground equipment, fences, etc. may become contact voltage faults caused by unseen degradation of underground electrical infrastructure. Contact voltage surveys are a tool some utilities may use to detect potential hazardous issues.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$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. 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.

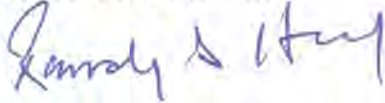
COMMITTEE REVIEW:

On January 6, 2025 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-18
- Five-Year Multi-Task Professional Services Agreement with Osmose Utilities Services, Inc.

RESOLUTION 25-18

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH OSMOSE UTILITIES SERVICES, INC.

(reference Staff Report 120:25)

WHEREAS, contact voltage surveys are required from time to time for the safety of the Northern California Power Agency (NCPA), NCPA members, Southern California Public Power Authority (SCPPA), SCPPA members' workforce, and the public; and

WHEREAS, Osmose Utilities Services, Inc. (OSMOSE) is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Osmose Utilities Services, 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 Professional Services Agreement, with any non-substantial changes as 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.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND OSMOSE UTILITIES SERVICES, INC

This Professional 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 Osmose Utilities Services, Inc., a corporation with its office located at 635 Highway 74 S, Peachtree City, GA 30269 ("Consultant") (together sometimes referred to as the "Parties") as of _____, ("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) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 **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 FIVE HUNDRED THOUSAND** dollars (\$500,000) 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. 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 caused by the operations of Consultant. 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. 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, caused by 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 \$2,000,000 per each accident. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least two (2) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within two (2) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of two (2) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

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. The Agency's status as additional insured shall only apply to the alleged negligent acts or failure to act by Consultant.

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 Intentionally omitted.

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy

endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

Section 5. INDEMNIFICATION 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, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they are caused by such claims ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the 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 not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

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 are 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 specifically for the Agency 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 confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

9.4.4 Handling of Confidential Information. 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 Randy Howard, General Manager, or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Francesco Zimbardi
Vice President – Contracts & Project Management
Osmose Utilities Services, Inc.
635 Highway 74 S
Peachtree City, GA 30269

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, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

OSMOSE UTILITIES SERVICES, INC

Date _____

Date _____

RANDY S. HOWARD
General Manager

FRANCESCO ZIMBARDI
VP, Contracts and Project Management

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Osmose Utilities Services, Inc. ("Consultant") shall provide services related to Contact Voltage Surveys as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, its Members, the Southern California Power Authority ("SCPPA"), or SCPPA Members.

Osmose® Power Survey™ Mobile Contact Voltage Detection

Project:

Complete a thorough field survey of the designated underground areas in the Utility's service territory using the patented Power Survey™ Mobile Asset Assessment Vehicle (MAAV).

Schedule:

Start date will be negotiated, scheduled and survey completed as agreed to by the Utility and Osmose. The schedule provides for mobile scans to be conducted during nighttime hours when streetlights are illuminated (9:00 pm to 5:00 am or 10:00 pm to 6:00 am), as directed by the Utility.

Surveys will cover all publicly accessible surface roads in the designated areas, excluding highways, parkways, tunnels, bridges, and roads within city parks. Roads broader than three lanes or built with a center median will be surveyed twice, once for each side. Ultra-wide avenues with service roads will be surveyed on the service roads as well.

Working Day:

Every day except Saturday's, Sunday's and Holidays. Due to testing taking place at night, a typical work week begins Sunday night and ends Friday morning.

Scope:

The survey is to be completed in the most efficient, thorough and accurate manner possible. Osmose shall be solely and completely responsible for:

1. The safety, efficiency, and adequacy of Osmose's plant, equipment, materials and methods.
2. Any damage or injury resulting from the failure, or improper maintenance, use, or operation of Osmose's plant, equipment, and methods.
3. Conditions of the Project Site, including safety of all persons and property during performance of the Work.

Mobile Detection:

When a structure is verified to have contact voltage potentials greater than 1 volt, Osmose personnel will:

- Test all conductive structures within a 30-foot radius of the initial discovery
- Measure the harmonic content (THD)
- Create a record of the findings electronically along with GPS coordinates and time stamp
- Report each object to the Utility, generating a unique work order for each object found energized at a location

Assigned Personnel:

The MAAV teams represent a deployment of one MAAV system per shift and two technicians. The MAAV operators report their findings to dispatchers which are in Osmose Utilities Services' 24 hours per day 7 days per week control center located in Secaucus, New Jersey.

All Osmose personnel are subjected to extensive background, criminal, and motor vehicle history screening prior to their date of hire. In addition, periodic follow up screening is performed for the duration of employment at Osmose. Random drug and alcohol testing are also performed prior to every employee's hiring and as required by the Agreement and requested by the Agency in writing. Osmose complies with all federal and state laws regarding drug and alcohol testing.

In addition to crews assigned to field testing, Osmose Utilities Services will also support the project with a Client Manager, Operations Director, Quality Assurance Team, Data Manager, and Program Engineer.

Data Collection and Transfer:

Contractor shall deliver a GIS map containing the information below and be updated daily to show a unique master event number (parent), unique facility event number (child), event location, Voltage, Voltage (with shunt), third harmonic, quarter section, qualified ground, structure identification number and approximate address of all energized objects. The following components shall be documented in an Excel database and delivered to the Utility Project Manager each business day if any voltage is discovered:

- Test all conductive structures within a 30-foot radius of the initial discovery
- Measure the harmonic content (THD)
- Create a record of the findings electronically along with GPS coordinates and time stamp
- Report each object to the Utility, generating a unique work order for each object found energized at a location

To be provided by Utility:

Datasets that indicate boundaries or locations of system assets\areas to focus scanning efforts to be provided. GIS files such as shapefiles or extracts containing latitude and longitude information are preferred. However, images or PDF's can be utilized to generate operational boundaries as well. The dataset file and maps contain proprietary information and shall not be copied or distributed without the Utility's consent.

To be provided by Osmose:

All necessary equipment to fulfill the terms of the contract including but not limited to training, tools, measuring equipment, vehicles, safety gear, permits, computers, etc. will be included in the unit cost of testing.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed FIVE HUNDRED THOUSAND dollars (\$500,000) for the Services subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Osmose® Power Survey™ Rate

Mobile Contact Voltage Detection Survey of designated underground areas in the contracted utility's service area.

Work to be performed includes:

- Contact voltage scanning utilizing the MAAV system and crew, working 8 hours per night in predefined areas.
- 24 hours / 7-day dispatch team to coordinate efforts between Osmose field crews and the contracted utility
- Full-time client manager & data manager
- Highly trained and certified Osmose technicians
- Data storage
- GPS and paper map recording and storage
- Customizable daily program reports
- Quality control technicians
- Use of professional engineering services
- All necessary equipment to fulfill the terms of the contract including but not limited to training, tools, measuring equipment, vehicles, safety gear, permits, computers, etc. will be included in the cost of testing and will not be considered incidental.
- A kickoff meeting will be scheduled for all key personnel prior to the commencement of any work.

Survey Rate:

**\$10,000 per 8-hour
shift/\$1,250 per hour**

**With a minimum of 8 hours
per contract**

Mobilization

**Demobilization Fee:
\$4,500 per deployment**

**Assumes no breaks in survey
schedule when contracting
multiple utilities**

Contractor warrants to Owner that the Work under this Proposal shall be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Proposal and related specifications. Contractor shall use appropriate numbers of personnel with suitable training, education, experience and skill to perform the Work in accordance with the Contract requirements.

Contractor warrants that the Mobile Contact Detection Survey Work is substantially accurate at the time it is performed; however, Owner recognizes that Contractor can only detect and report on conditions at the time of the Work is performed. Changes in conditions may result in a change in the results of the Work. Owner acknowledges that Contractor's Work will only be accurate as of the date of performance.

Due to current economic conditions beyond our control, primarily driven by cost increases in labor, materials, freight, lodging, fuel and supply chain constraints, Osmose reserves the right to request an equitable adjustment to the pricing during the term of the contract. Any proposed price increase must be submitted in writing with a 30-day notice. Pricing shown on the price schedule is subject to an adjustment based on the Consumer Price Index on the first day of each fiscal quarter (January, April, July, October) for the term of the contract, and any extensions.

Total pricing for services to be performed at NCPA Member or SCPA locations 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.

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.




Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: U.S. Department of Energy 247 Hydroelectric Grant Agreements; Applicable to the following: The Northern California Power Agency (NCPA) Hydroelectric Facilities

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli 	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

Approve Resolution 25-14 authorizing the Commission to accept the conditional grant funding agreements associated with The Infrastructure Investment and Jobs Act Provision 40333 (Energy Policy Act 2005 Section 247) and delegating the authority to the General Manager or his designee to execute Department of Energy (DOE)-generated agreements for the funding towards five (5) NCPA projects for a total funding value not-to-exceed \$5,000,000. Individual projects receiving grant funding have either already been approved by the Commission or are set to be brought to the Commission for approval at a later date and all relate to FERC Project No. 2409.

BACKGROUND:

With the impending change of administration in Washington D.C. on January 20, 2025, the Trump Administration may change the funding priorities set by the Biden Administration when President Trump takes office. To ensure that NCPA is in the best possible position to be eligible to receive grant funding for these projects, NCPA Staff requests authorization for NCPA's General Manager or his designee to sign the agreement(s) once received from DOE. NCPA experienced this short timeframe for signature from the DOE by allowing NCPA less than three weeks to sign an agreement after seeing it for the first time. NCPA now has an example of what these future agreements contain via the Fully Conditional Agreement for Upper Utica Dam Maintenance, which was approved by the NCPA General Manager as the total grant available for FERC Project No. 11563 is under \$250,000.

Signed into law on November 15, 2021, The Infrastructure Investment and Jobs Act, also known as The Bipartisan Infrastructure Law (BIL), allows for the investment of \$553.6 million to maintain and enhance existing hydroelectric facilities to ensure generators continue to provide clean electricity, while integrating renewable energy resources such as wind and solar, improving dam safety, and reducing environmental impacts.

A portion of the BIL, specifically Provision 40333 (EPA 2005 Section 247), invests in capital improvements directly related to improving grid resiliency, improving dam safety, and environmental improvements. On September 5, 2024, the United States Department of Energy (DOE) Grid Deployment Office announced the selection of 293 capital improvement projects for negotiations across 33 states to receive over \$430 million in Maintaining and Enhancing Hydroelectricity Incentive payments.

BIL Provision 40333 allows for payments up to 30% of the costs of the applicable capital improvement with a maximum of \$5 million to a single FERC project within a single fiscal year. All five projects are within FERC Project No. 2409. Additionally, only costs incurred after November 15, 2021 are eligible for payments.

NCPA submitted six projects for consideration under BIL Provision 40333, all of which were accepted to the next round, Award Negotiation. This requested approval is for five of the six projects. The Fully Conditional Agreement for Upper Utica Dam Maintenance within FERC Project No. 11563 for a total grant amount less than \$250,000 has already been executed by NCPA's General Manager and is attached as an example of the agreements that DOE will likely issue for the remaining five grant applications. The following are the grant applications under consideration:

Clarks Creek Flood Risk Reduction Project

As currently configured, the Collierville powerhouse and adjoining switchyard are susceptible to being damaged and forced offline during flooding events. Existing surface water drainage features have proven inadequate to pass significant floods. Existing drainage features were damaged in storm events occurring in December 2019 and January 2023, partially flooding and threatening powerhouse operations. This project will upgrade hydraulic capacity and harden the drainage system to improve resiliency for future hydrologic conditions, thereby protecting the 253 MW Collierville Powerhouse and Switchyard during large storm events.

Collierville Powerhouse Sump Oil Water Separator

The mechanical equipment at Collierville utilizes a variety of lubricants and turbine oils. While these fluids are well-contained, the intricate nature of the mechanical systems leaves the possibility that these fluids mix with water draining from other systems in the powerhouse. The powerhouse is designed so that drain water flows to the Utility Vault Sump where it is pumped into the tailrace. Existing measures are in place to ensure that contaminated water does not leave the powerhouse; however, as part of NCPA's ongoing commitment to protect valuable environmental resources, an oil water separator will be installed in line with the water leaving the sump. The separator will provide an additional level of protection to the environment. In tandem with existing water quality protection measures, this will ensure that only clean water leaves the powerhouse, minimizing the environmental impact of NCPA's operations.

Collierville Transformer Maintenance

The Collierville Powerhouse is a 253 MW, highly flexible, fast-ramping generator, which is used by the project operator, NCPA, as well as the California Independent System Operator (CAISO), and the Grid Operator (PG&E) to help balance loads, integrate other renewables, and to provide ancillary services including voltage control service and frequency response service. The generator step-up transformers at Collierville Powerhouse are critical components in providing these services. The objective of this project is to increase the reliability and resiliency of the transformers by upgrading and replacing key components, including bushings and tank seals. This will help minimize the environmental footprint of the transformers by reducing the risk of oil leakage. Further, it will extend the operational life of the transformers and allow Collierville to continue to provide needed flexibility and ramping to the grid.

McKays 17KV Hardening Project

To power various operational and surveillance apparatus at McKays Point Diversion Dam, 17KV power is run from the local distribution network to the dam. Most of this circuit is underground, with a short section running overhead. The overhead section is susceptible to wildfire and storm damage, which can result in loss of power at the dam site. This would mean losing control of the Collierville Intake structure and would force the Collierville Powerhouse offline. The McKays 17KV Fire Hardening Project will replace the overhead portion of the 17KV feeder circuit with fire-resistant materials to improve its resiliency and reliability. This will help ensure that dam safety monitoring and power generation are uninterrupted.

McKays Point Sediment Removal Project

McKays Point has collected 460,000 cubic yards of sedimentation due to events largely driven by atmospheric river storms that induced landslides upstream of the reservoir. Sediment from these events has traveled into the reservoir and into other critical zones of the hydroelectric facility, including the power tunnel intake, low level outlet, and accumulated sediment sitting against the dam. The objective of this project is to remove much of the deposited sediment to restore storage capacity to the reservoir to increase powerhouse generation flexibility, reduce sediment loading on the dam, restore the sediment trap upstream of the cofferdam, reduce the likelihood

of turbine damage due to sediment, and reduce the hazard of the power intake tunnel infilling with sediment.

Upper Utica Dam Maintenance

The DOE grant agreement for this project, for \$185,939.68, was signed by NCPA General Manager on December 31, 2024 and involves the separate FERC Project No. 11563. We received the agreement on December 19, 2024 and DOE required the signed agreement to be returned by January 7, 2025. The objective of this work is to correct potential stability deficiencies, enhance dam safety, and responsibly preserve the historic character of the over 100-year-old Lake Alpine, Utica, and Union Dams.

Lake Alpine Dam; repair the upstream gunite, restore the downstream face dry-laid stone (as mandated by the CA Division of Safety of Dams and FERC), and repair the seepage weir to restore structural integrity of the dam, reduce seepage, and allow for more accurate seepage monitoring, as required by the FERC Dam Safety Surveillance Monitoring Plan.

Union Dam; repair areas of mortar deficiency to reduce increased seepage and comply with dam safety best management practices, while preserving the historic character of the structure.

Utica Dam; repair concrete spalling to reduce seepage and ensure the continued structural integrity of the dam face, replace the low-level outlet operator motor to maintain critical dam safety remote operability.

FISCAL IMPACT:

The projects submitted for participation in the BIL grants were previously identified by NCPA staff as either current or future projects. All the projects have already incurred at least some reimbursable costs, with the Upper Utica Dam Maintenance being complete and Collierville Powerhouse Sump Oil Water Separator having incurred most costs.

Project Title	Estimated Cost	Grant Reimbursement
Clarks Creek Flood Risk Reduction Project	\$2,208,012	\$631,241
Collierville Powerhouse Sump Oil Water Separator	\$296,090	\$117,000
Collierville Transformer Maintenance	\$1,731,236	\$431,528
McKays 17KV Hardening Project	\$912,433	\$173,321
McKays Point Sediment Removal Project	\$67,000,000	\$3,646,910
		\$5,000,000

Grant funding maximum amounts were calculated during the initial application and the current costs are estimates. The maximum grant funding amount is up to 30% of the allowable project costs, as indicated in the table above.

SELECTION PROCESS:

For all vendor services related to these projects, NCPA has and will solicit competitive bids from multiple vendors to perform the work required for each project as necessary. NCPA will bid the specific scope of work consistent with grant requirements, should NCPA receive grant funding,

and NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

For current and future procurement associated with these projects, NCPA has or will follow procurement policies and procedures.

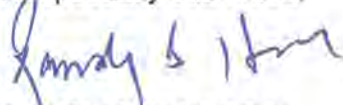
ENVIRONMENTAL ANALYSIS:

Each of these projects have or will require NCPA Commission approval through specific project approvals or budget approvals prior to initiating each individual project. Once the individual projects are sufficiently refined and brought before the Commission for approval, NCPA staff will evaluate whether each individual project qualifies for an exemption under CEQA for ongoing maintenance activities to existing facilities or whether additional environmental review is needed. The approval of these DOE generated conditional grant agreements will simply provide a potential for reimbursement of some of the project costs. The conditional grant agreements do not guarantee funding and thus, the conditional agreements have no impact on the environment and therefore, are not a project under CEQA. Each project has been or will be individually reviewed for CEQA compliance.

COMMITTEE REVIEW:

On January 8, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 25-14
- DOE Conditional Award Letter
- DOE Energy Policy Act of 2005 Section 247 Agreement – Upper Utica Dam Maintenance (Sample)

RESOLUTION 25-14

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING NCPA PARTICIPATION IN U.S. DEPARTMENT OF ENERGY 247 HYDROELECTRIC GRANT FUNDING AGREEMENTS

(reference Staff Report #113:25)

WHEREAS, on November 15, 2021, the Infrastructure Investment and Jobs Act, known as the Bipartisan Infrastructure Law (BIL) was signed into law, allowing up to \$553.6 million in funding from the United States Department of Energy (DOE) to maintain and enhance existing hydroelectric facilities to ensure generators continue to provide clean electricity, while integrating renewable energy resources such as wind and solar, improving dam safety, and reducing environmental impacts;¹ and

WHEREAS, a portion of the BIL, specifically Provision 40333 (EPA 2005 Section 247), invests in capital improvements directly related to improving grid resiliency. On September 5, 2024, the DOE Grid Deployment Office announced the selection of 293 capital improvement projects across 33 states to receive over \$430 million in Maintaining and Enhancing Hydroelectricity Incentive payments; and

WHEREAS, the Grid Deployment Office (GDO) of the DOE has authorized up to \$5 million in grant funding to each FERC Project License, not to exceed 30% of actual costs for each project within the FERC Project License; and

WHEREAS, Northern California Power Agency (NCPA) has requested grant funding for five projects under FERC P2409 License, which are Clarks Creek Flood Risk Reduction Project, Collierville Powerhouse Sump Oil Water Separator, Collierville Transformer Maintenance, McKays 17KV Hardening Project and McKays Point Sediment Removal Project; and

WHEREAS, Northern California Power Agency (NCPA) has requested grant funding for one project for FERC P11563 License as Upper Utica Dam Maintenance for Lake Alpine Dam, Union Dam and Utica Dam; and

WHEREAS, DOE has approved grant funding reimbursement up to \$5 million for the five projects under FERC P2409 License and \$185,939 for the one project under FERC P11563 License for the NCPA Hydroelectric facilities; and

WHEREAS, NCPA's budget as presented to DOE for the five FERC P2409 License projects was an estimated total cost of \$72,147,771.00 for development activities including engineering and environmental work and maintenance work; and

WHEREAS, NCPA's budget as presented to DOE for the one FERC P11563 License project was an estimated total cost of \$619,798.94 for development activities including engineering and environmental work and maintenance dam work. The DOE grant funding Agreement DE-GR000000095 for \$185,939 has been approved and signed by the General Manager on December 31, 2024; and

WHEREAS, the approval of these DOE generated agreements has no impact on the environment and therefore not a project under CEQA. Each project is individually reviewed for CEQA compliance; and

¹ [BIL provision 40333 and Section 247: Maintaining and Enhancing Hydroelectricity Incentives | Department of Energy](#)

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Commission to accept the conditional grant funding agreements associated with The Infrastructure Investment and Jobs Act Provision 40333 (Energy Policy Act 2005 Section 247) and delegates the authority to the General Manager or his designee to execute Department of Energy (DOE)-generated agreements for the funding towards five (5) NCPA projects for a total funding value not-to-exceed \$5,000,000. Individual projects receiving grant funding have either already been approved by the Commission or are set to be brought to the Commission for approval at a later date and all relate to FERC Project No. 2409.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY



Department of Energy
Washington, DC 20585

December 19, 2024

SENT VIA ELECTRONIC MAIL

Jake Eymann
NORTHERN CALIFORNIA POWER AGENCY
P.O. Box 2280
Murphys, CA 95247
jake.eymann@ncpa.com

SUBJECT: Fully Conditional Agreement for Maintaining and Enhancing Hydroelectricity Incentive
Section 247 of EAct 2005, Control No. 3088-1588

Dear Jake Eymann:

On September 5, 2024, the U.S. Department of Energy (DOE) sent you a letter stating that your application has been recommended for negotiation of an incentive award by the Grid Deployment Office (GDO) for the Maintaining and Enhancing Hydroelectricity Incentive (EAct 2005 Section 247) Program (DE-FOA-0003088). This letter is to inform you that your capital improvement project is eligible for a Fully Conditional Agreement (Agreement) because construction of the project will be completed before December 31, 2024. This notification does not guarantee a DOE funded payment, as funding will only be disbursed upon successful completion of the negotiation requirements outlined in the September 5, 2024, letter, conditions being lifted from the Agreement, and final reporting requirements being satisfied. Please carefully read the Fully Conditional Agreement included with this letter and, to accept it, submit the signed agreement by **12PM EST on January 7, 2025**, to the hydroelectricincentives@hq.doe.gov mailbox.

DOE makes no commitment to issue a payment and assumes no financial obligation with the issuance of this letter. Selectees will not receive a full award until award negotiations are complete and conditions are lifted. Only an award document signed by GDO obligates DOE to support a project.

The negotiation process must be complete by June 30, 2025, to lift the conditions, unless an extension is granted by GDO. You must be responsive during negotiations (i.e., provide requested documentation) and meet the stated negotiation deadlines, as specified in the Agreement. DOE reserves the right to terminate award negotiations at any time for any reason.

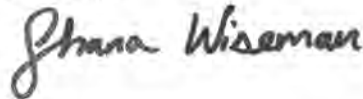
Incentive Payment Details:

GDO may issue a conditional award where federal funds are obligated but not released until successful completion of negotiations are reached to the satisfaction of GDO and successful demonstration of project completion. Performance against this award is, therefore, at the Selectee's own risk, and payments for costs incurred for the Selectee's project may not be made until the Selectee and DOE

complete negotiations and the Selectee satisfies the requirements of this incentive award. GDO does not guarantee or assume any obligation to reimburse costs incurred by the Selectee during the negotiation process. Failure by the Selectee to provide an application with supporting documentation acceptable to GDO, or failure to complete negotiations or requirements of the incentive award, may be deemed noncompliance. Based on such noncompliance, GDO may unilaterally terminate or suspend this award and de-obligate all funds.

On behalf of GDO, I would like to congratulate you on your selection for a Fully Conditional Agreement. I look forward to working with you to successfully complete negotiations. If you have any questions or concerns or you believe you cannot provide signature by the specified date, please contact the Hydropower Incentives Program at hydroelectricincentives@hq.doe.gov.

Sincerely,

A handwritten signature in black ink that reads "Shana Wiseman". The signature is written in a cursive, flowing style.

Shana Wiseman
Hydroelectric Incentives Program Manager

FULLY CONDITIONAL AGREEMENT FOR
Upper Utica Dam Maintenance
Energy Policy Act of 2005 Section 247
Maintaining and Enhancing Hydroelectricity Incentive

Signature Page

NORTHERN CALIFORNIA POWER AGENCY and the Grid Deployment Office, an office within the United States Department of Energy, enter into this Fully Conditional Agreement to achieve the project objectives and the technical milestones and deliverables stated in this Fully Conditional Agreement.

Recipient Signature and Date

Grid Deployment Office Signature and Date

FULLY CONDITIONAL AGREEMENT FOR

Upper Utica Dam Maintenance

Energy Policy Act of 2005 Section 247

Maintaining and Enhancing Hydroelectricity Incentive

Agreement Number: DE-GR00000095

Recipient: NORTHERN CALIFORNIA POWER AGENCY

Control Number: 3088-1588

Project Title: Upper Utica Dam Maintenance (“Project”)

NORTHERN CALIFORNIA POWER AGENCY (“Recipient”) and the Grid Deployment Office (“GDO”), an office within the United States Department of Energy (“DOE”), enter into this Fully Conditional Agreement (“Agreement”) to achieve the project objectives and the technical milestones and deliverables stated herein. The Recipient and GDO together are referred to as the Parties, and when the Parties have completed negotiations for an incentive under Section 247 of the Energy Policy Act of 2005 (“Award”), GDO will issue an award modification, and the following documents will be added to the Award:

Attachment 1	Statement of Project Objectives
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Performance Report Narrative (Semi-Annual)
Attachment 4	Performance Report Narrative (Final)
Attachment 5	Budget Document
Attachment 6	Documentation Required for Final Incentive Payment
Attachment 7	Community Benefits Outcomes and Objectives
Attachment 8	Davis Bacon Act Wage Determination

The following are incorporated into this Agreement by reference:

- Section 40333 of Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).
- Section 247 of Public Law 109-58, also known as the Energy Policy Act of 2005.
- The Recipient’s application as approved by DOE.

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Agreement Articles

Section I. General & Recipient Provisions

1.1 Conditional Availability of Funds

Notwithstanding the obligation of funds reflected in Article 2.1, the Parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon GDO's review and approval of the Recipient's application and the completion of negotiations for the Award. The Recipient is prohibited from invoicing for or receiving federal funds for the Award at this time. No funds shall be made available to the Recipient for payment and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient during the negotiation process.

When the Parties have completed negotiations for this Award, the GDO will issue a modification to this award making available the obligated amount for payment in accordance with the payment terms contained in the Award. The Recipient may then receive payment for allowable incurred costs in accordance with the negotiated payment terms.

Many of the Articles that appear herein will appear in the same form in the fully executed award agreement, but are not necessarily applicable until the Award is fully negotiated and executed by GDO and the Recipient. The Articles that appear herein are provided in order to allow the Recipient to begin reviewing them in furtherance of understanding the obligations and duties applicable to the Award. Some Articles reference attachments; however, Attachments 1-8 may or may not be included in future Award modifications unless and until the Parties successfully complete negotiations. Upon execution of the award, some of the Articles that appear herein may be superseded by updated Articles, as applicable; some Articles such as this "Conditional Availability of Funds" Article—may be removed; and others may be added, depending on the specific circumstances pertaining to the particular Project or Award.

Failure by the Recipient to provide an application with supporting documentation and Attachments 1-8 in substance and in a manner acceptable to GDO, or failure to complete negotiations by June 30, 2025, may be deemed noncompliance. Based on such noncompliance, GDO may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described above.

1.2 Program Authority

This Agreement is entered into under [42 U.S.C. 7256](#) and [42 U.S.C. 15883](#) and is a transaction other than a procurement, grant, cooperative agreement, or loan. Only those terms or requirements set forth in this agreement and required by law for other transaction agreements awarded under [42 U.S.C. 7256\(a\)](#) are applicable.

1.3 Legal Effect

This agreement is valid only if it is in writing and is signed, either in writing using “wet ink” or electronically. The Recipient may accept or reject the Agreement.

1.4 Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award to all subrecipients, subcontractors, and vendors, and to require their strict compliance therewith.

1.5 Points of Contact

To promote timely and effective agreement administration, correspondence delivered to the Government under this agreement shall reference the agreement number, title, and subject matter, and shall be subject to the following procedures:

All correspondence to DOE shall be addressed to the Technical Project Officer (TPO) for this Agreement, as follows:

Madden Sciubba

hydroelectricincentives@hq.doe.gov

All correspondence to Recipient shall be addressed as follows:

Recipient Point of Contact

Jake Eymann

209-728-1387

P.O. Box 2280

Murphys, CA 95247

jake.eymann@ncpa.com

During the Period of Performance specified in this Agreement Recipient shall timely notify DOE of any change in the Recipient point of contact, but no later than 10 business days following such change.

1.6 Scope of the Agreement

See Attachment 1 – Statement of Project Objectives (SOPO), to the extent the SOPO is incorporated into this Agreement.

The Following Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards—found in [2 CFR Part 200](#)—shall apply and are incorporated into this Agreement:

- A. Financial Management found in [2 CFR 200.302](#)
- B. Record Retention and Access found in [2 CFR 200.334 through 200.338](#)
- C. Remedies for Noncompliance found in [2 CFR 200.339 through 200.343](#)
- D. Post-closeout adjustments and continuing responsibilities found in [2 CFR 200.345](#)
- E. Collection of Amounts Due found in [2 CFR 200.346](#)
- F. Cost Principles found in [2 CFR Part 200 Subpart E](#) and as incorporated in [2 CFR Part 910](#)
- G. Audit Requirements found in [2 CFR Part 200 Subpart F](#)

1.7 Reporting Requirements

The reporting requirements for this Agreement are identified in Attachment 2, Federal Assistance Reporting Checklist. Instructions accompany the checklist.

Failure to comply with the reporting requirements outlined in Attachment 2 is considered a material noncompliance with the terms of this Agreement. Noncompliance may result in suspension or termination of this Agreement and withholding of future agreements.

1.8 Financial Reporting and Records

The Recipient shall maintain records in accordance with commercially acceptable business practices to account for all funding under this Agreement. The Recipient's relevant financial records are subject to examination or audit on behalf of government and/or the Comptroller General for a period not to exceed three (3) years after final payment of this Agreement. Consistent with [2 CFR 200.334 through 200.338](#), the Recipient is required to retain records relating to this Agreement.

DOE or its authorized representative, shall have direct access to complete records and information of the Recipient, to the extent necessary to audit and ensure full accountability for all amounts reimbursed by the Government under this Agreement. Such audit, examination, or access shall be performed during business hours on business days upon at least six weeks prior written notice and shall be subject to the security requirements of the audited party.

1.9 Milestones and Deliverables

Attachment 1, Statement of Project Objectives, establishes milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, DOE may renegotiate the Statement of Project Objectives. Alternatively, DOE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance

with the terms and conditions of this agreement and take action to suspend or terminate the agreement.

1.10 Review Meetings

DOE may hold periodic review meetings in which the Recipient is required to participate. Review meetings enable DOE to assess the work performed under this Agreement and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Agreement.

DOE shall determine the frequency of review meetings and select the day and time of each review meeting and shall do so in a reasonable and good faith manner. DOE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Agreement.
- The Recipient's actual expenditures compared to the approved budget in Attachment 5 to this Agreement.
- Other subject matter specified by the DOE TPO.

1.11 Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

1.12 System for Award Management

The Recipient is required to be registered in the System for Award Management (SAM) at the signing of this Agreement, during performance, and through final payment. This requires that the Recipient must maintain current information in SAM, including reviewing and updating the information at least annually after the initial registration, but more frequently as needed.

Registered in the System for Award Management means that:

- The Recipient has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity

(CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 into SAM;

- The Recipient has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Recipient will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers and additional information about registration procedures.

1.13 Audits

The Recipient must provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the recipient's records relating to this award.

DOE may conduct a final audit at the end of the performance period (or the termination of this Agreement, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the agreement, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE may audit or review the Recipient's financial records or administrative records relating to this Agreement at any time. Audits or reviews may be performed to determine if the Recipient has an adequate financial management system to estimate, bill, and record Federal Government expenditures in accordance with the criteria in [2 CFR 200.302](#), Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and Standard Form 1408. Government-initiated audits are generally paid for by DOE. DOE will endeavor to provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

1.14 Closeout

The Recipient agrees to provide DOE all documents requested to closeout this Agreement. The closeout of this Agreement does not affect (1) the right of the DOE to disallow costs and recover

funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost billing rate adjustments; and (3) the ability of the DOE make financial adjustments to a previously closed agreement resolving indirect cost payments and making final payments.

1.15 Federal Stewardship

DOE will exercise normal federal stewardship in overseeing the project activities performed under this Agreement. Stewardship activities include, but are not limited to, conducting site visits, if necessary; reviewing performance and financial reports; providing technical assistance; assuring compliance with agreement articles; and reviewing technical performance during and after project completion to ensure that the project objectives have been accomplished.

1.16 Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents, or employees.

1.17 Notification Requirements

Prior DOE approval is required for the following:

- Change in scope.
- Milestone changes.
- Significant budget changes.

Immediately notify DOE of any activity listed below in relation to the Recipient:

- Any casualties and/or deaths at the project.
- Any activities involving the Federal Energy Regulatory Commission (FERC) license or a license amendment particular to this Project, including but not limited to transfer of license, surrender of license, or issuance of a new license.
- Any and all activity that will have a material negative effect on project performance.

Notification shall be in writing, detail the event, and detail the impact the event will have on the project. Upon notification of any of such activity, DOE reserves the right to conduct a review of this Agreement to determine the Recipient's compliance with the required elements of this Agreement. If DOE review determines that there are significant deficiencies or concerns with the Recipient's performance under this Agreement, DOE reserves the right to impose additional requirements, as needed.

1.18 Insolvency, Bankruptcy of Receivership

Should the Recipient, or the Recipient's parent or subsidiary entities, become insolvent, file for bankruptcy, or receivership the following apply:

- A. The Recipient shall immediately, but no later than five days, notify DOE of the occurrence of any of the following events:
 - 1) The Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;
 - 2) The Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent;
 - 3) The filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or federal law; or
 - 4) The Recipient's insolvency due to its inability to pay debts generally as they become due.
- B. Such notification shall be in writing and shall:
 - 1) Specifically set out the details of the occurrence of an event referenced in paragraph A;
 - 2) Provide the facts surrounding that event; and
 - 3) Provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described in paragraph A. of this article, DOE reserves the right to conduct a review of this Agreement to determine the Recipient's compliance with the required elements of this Agreement (including such items as progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Recipient's performance under this Agreement, DOE reserves the right to impose additional requirements, as needed.

Failure of the Recipient to comply with this article may be considered a material noncompliance of this Agreement.

1.19 Corporate Felony Conviction and Federal Tax Liability Assurances

This article applies to Recipients that are organized as corporations. A corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States, but not foreign corporations. It includes both for- and non-profit organizations.

By entering into this Agreement, the Recipient attests that its corporation has not been convicted of a felony criminal violation under federal law in the 24 months preceding the date of signature. The Recipient further attests that its corporation does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

1.20 Community Benefits Plan

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into this Agreement as Attachment 7.

1.21 Signage

The Recipient is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (<https://www.energy.gov/design>). Expenditures for such signage shall be a permitted eligible cost of the project.

1.22 Remedies for Noncompliance

If a Recipient fails to comply with the U.S. Constitution, federal statutes, regulations or the articles of a Federal Agreement, DOE may impose additional conditions, as described in § 200.208. If the DOE determines that noncompliance cannot be remedied by imposing additional conditions, DOE may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the DOE.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the federal award.
- D. Initiate suspension or debarment proceedings as authorized under [2 CFR part 180](#) and DOE regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a federal awarding agency).
- E. Withhold further federal awards for the project or program.
- F. Take other remedies that may be legally available.

1.23 Termination

GDO may terminate this Agreement in part or its entirety if the Recipient fails to comply with the Articles of this Agreement or pursuant to the Articles of this Agreement, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. The Recipient may terminate this Agreement by sending to GDO written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the DOE determines in the case of partial termination that the reduced or modified portion of this Agreement will not accomplish the purposes for which this Agreement was made, the DOE may terminate this Agreement in its entirety.

- A. When DOE terminates an Agreement prior to the end of the period of performance due to the Recipient's material failure to comply with the Agreement terms and conditions, DOE must report the termination to the Office of Management and Budget (OMB) designated integrity and performance system accessible through SAM.
 - 1) The information required under [§ 200.340 paragraph \(b\)](#) ~~§ 200.340 paragraph (b)~~ is not to be reported to designated integrity and performance system until the Recipient either:
 - i) Has exhausted its opportunities to object or challenge the decision, see [§ 200.342](#); or
 - ii) Has not, within 30 calendar days after being notified of the termination, informed DOE that it intends to appeal DOE's decision to terminate.
- B. If DOE, after entering information into the designated integrity and performance system about a termination, subsequently:
 - 1) Learns that any of that information is erroneous, DOE must correct the information in the system within three business days;
 - 2) Obtains an update to that information that could be helpful to other Federal awarding agencies, DOE is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
- C. DOE must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the Recipient asserts within seven calendar days to DOE, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, DOE must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, DOE must resolve the issue in accordance with the agency's Freedom of Information Act procedures. (b or c) When an Agreement is terminated or partially terminated, both the DOE and the Recipient remain responsible for compliance with the requirements in [§§ 200.344 and 200.345](#).

1.24 Notification of Termination Requirement

In the event of the termination of this Agreement the following notification procedures will be followed:

- A. DOE must provide to the Recipient a notice of termination.
 - 1) If the Agreement is terminated for the Recipient's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or articles of this Agreement, the notification must state that:
 - i) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM;
- B. The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;

- C. Federal awarding agencies that consider making a federal award to the Recipient during that five-year period must consider that information in judging whether the Recipient is qualified to receive the federal award, when the Federal share of the federal award is expected to exceed the simplified acquisition threshold over the period of performance;
- D. The Recipient may comment on any information the OMB-designated integrity and performance system contains about the Recipient for future consideration by federal awarding agencies. The Recipient may submit comments to the awardee integrity and performance portal accessible through SAM.
- E. Federal awarding agencies will consider Recipient comments when determining whether the Recipient is qualified for a future Federal award.
 - 1) Upon termination of a Federal award, the Federal awarding agency must provide the information required under the Federal Funding Accountability and Transparency Act (FFATA) to the Federal website established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by [41 U.S.C. 417b](#) and [31 U.S.C. 3321](#) and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at [2 CFR part 180](#).

1.25 Effects of Suspension and Termination

Costs to the Recipient resulting from financial obligations incurred by the Recipient during a suspension or after termination of an agreement is not allowable unless the DOE expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- A. The costs result from financial obligations which were properly incurred by the Recipient before the effective date of suspension or termination, and are not in anticipation of it; and
- B. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

1.26 Changes

Any change that alters the project scope, milestones or deliverables requires prior written approval of the DOE. DOE may deny reimbursement for any failure to comply with the requirements in this article.

As the result of changing circumstances at any point during the term of this Agreement, progress or results may indicate that a change to this Agreement may be necessary to achieve the requirements of the Award. Recommendations for modifications, including justifications to support those changes, will be documented in writing, and submitted by the Recipient to the TPO. This documentation will detail the technical, schedule, and financial impact of the proposed

modification. Agreement modifications will be approved in writing by the Parties. The DOE is not obligated to pay for any costs related to modifications until formally agreed to by DOE and the Recipient. For minor or administrative modifications (e.g., changes to the paying office or appropriation data), Recipient approval is not required.

New or modified activities/locations are subject to additional National Environmental Policy Act (NEPA) review and are not authorized for federal funding until the TPO provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the TPO, the Recipient does so at risk of not receiving federal funding for those activities, and such costs may not be recognized as allowable.

1.27 Fraud, Waste, and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of DOE activities. The OIG maintains a hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

The Recipient must disclose in writing, in a timely manner, to DOE or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (See [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#)).

Section II. Financial Provisions

2.1 Maximum Obligation

The maximum obligation of the DOE is limited to \$5,000,000, but may not exceed 30 percent of the costs of the applicable Project, and is conditioned upon the Recipient successfully completing the capital improvement project, and is further subject to the terms outlined in Article 1.1 – Conditional Availability of Funds. Funding is contingent upon availability of federal funds appropriated by Congress for the purpose of this program and as otherwise outlined in this Fully Conditional Agreement.

Recipient can receive no more than \$393,970, the amount initially requested in Recipient's application, even if total costs equal more than the amount initially requested. If total costs are less than what was initially estimated in the application, the funding amount will be reduced to reflect 30 percent of the total costs. The Recipient must refund any excess payments received from DOE, including any costs determined unallowable.

2.2 Decontamination and/or Decommissioning Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this agreement, whether said work was performed prior to or subsequent to the effective date of the agreement.

2.4 Cost Principles/Allowable Costs

This Agreement governs an incentive payment under [42 U.S.C. § 15883](#) and the only allowable costs are those for capital improvements directly related to grid resiliency, improving dam safety, and environmental improvements. This Agreement is not federal financial assistance as that term is defined at [2 CFR 200.1](#).

However, for purposes of this Agreement, DOE determines the allowability of costs in accordance with the cost principles established at [2 CFR Part 200 Subpart E](#) and as amended by [2 CFR Part 910](#), and [48 CFR 31.2](#), as applicable based on Recipient's organization type. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs. Such records must be adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon request, the Recipient is required to provide such records to DOE, and such records are subject to audit. Failure to provide DOE with adequate supporting documentation may result in a determination that those costs are unallowable.

2.5 Pre-Award Costs

The Recipient is authorized to request reimbursement for costs incurred on or after November 15, 2021, if:

- A. Such costs are allowable;
- B. Such costs are not otherwise restricted by NEPA or the National Historic Preservation Act (NHPA) requirements; and
- C. Such costs are not otherwise restricted by any other article of this Agreement.

2.6 Payment

The Recipient is required to submit reimbursement requests (invoices) electronically through DOE's Oak Ridge Financial Service Center Vendor Inquiry Payment Electronic Reporting System (VIPERS). To access and use VIPERS, the Recipient is required to enroll and login to the VIPERS

website (<https://vipers.doe.gov/>). Only the Recipient may submit reimbursement requests to DOE.

DOE will disburse payments under this Agreement through Automated Clearing House VIPERS. The Recipient may check the status of its payments at the VIPERS website. All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

The Recipient may submit its final invoice to DOE only after:

- A. It has submitted all required reports, including proof of completion of the Project and evidence documenting the improvement as outlined in Attachment 6 – Documentation Required for Final Incentive Payment, to the extent it is incorporated into this Agreement, and;
- B. DOE has provided written notification that the reports have been accepted and validated, and that the Recipient may submit its final invoice.

The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper, or the Recipient fails to comply with the articles of this Agreement. Upon receipt of an invoice payment authorization from the DOE approving official, the payment will be disbursed to the Recipient.

Documentation Required

Every invoice submitted by the Recipient must include:

- A. A Standard Form 270 *Request for Advance or Reimbursement*;
- B. A "Reimbursement Request Spreadsheet," which must contain the following information.
 - 1) A table listing of all project invoices, i.e., an Invoice Table. The table must include the invoice date, invoice number, vendor name, time period covered by the invoice, task the invoice is associated with, and invoice amount, and sum of all invoices.
- C. Copies of all cumulative invoices must be submitted for the final, comprehensive record. The copies of invoices should be organized in a manner that allows efficient review by DOE when comparing copies of invoices to the Invoice Table; and supporting documentation, which may consist of summary information (e.g., printouts from internal financial systems) or detailed documentation (e.g., invoices on appropriate letterhead, timecards, travel vouchers).

This information should be organized in a manner consistent with how invoices were presented on semi-annual and/or final Performance Report Narratives. Upon request by the TPO, the Recipient is required to provide DOE with additional supporting documentation to explain or justify particular expenditures for which it is seeking reimbursement.

2.7 Potentially Duplicative Funding Notice

If the Recipient has or receives any other award of federal funds for activities that potentially overlap with the activities funded under this Agreement, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Agreement. If there are identical cost items, the Recipient must promptly notify the TPO in writing of the potential duplication, ensure appropriate use of multiple program funds, and eliminate any inappropriate duplication of funding.

Section 247 funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related OMB guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

2.8 Collection of Amounts Due

Any funds paid to the Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of this Agreement constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, DOE may reduce the debt by:

- A. Making an administrative offset against other requests for reimbursements;
 - 1) Withholding advance payments otherwise due to the Recipient; or
 - 2) Other action permitted by federal statute.

Except where otherwise provided by statutes or regulations, DOE will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Section III. Miscellaneous Provisions

3.1 Performance of Work in the United States

All work under this Agreement must be performed in the United States (i.e., the Recipient must expend 100 percent of the total project cost in the United States), unless the Recipient receives advance written authorization from DOE to perform certain work overseas. If the Recipient fails to comply with the Performance of Work in the United States requirement, DOE may deny reimbursement for the work conducted outside the United States and such costs may not be reimbursed if the work is performed by the Recipient, contractors or other project partners.

3.2 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) as set forth in [2 CFR 200.216](#):

- A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain covered telecommunications equipment or services;
 - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered

telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

- E. When the Recipient or Subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The Recipient or Subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

Definitions as Used in this Article

- A. *Covered foreign country* – means The People's Republic of China.
- B. *Covered telecommunications equipment or services* means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation [or any subsidiary or affiliate of such entities]; (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. *Critical technology* means (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal

Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

- D. *Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Prohibition

Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ([Pub. L. 115-232](#)) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The Recipient is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in [Federal Acquisition Regulation 4.2104](#).

Exceptions

This clause does not prohibit the Recipient from providing:

- A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Reporting Requirement

In the event the Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the Recipient is notified of such by a contractor at any tier or by any other source, the Recipient shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier CAGE code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in the preceding clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The Recipient shall insert the substance of this clause, including this paragraph in all contracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

3.3 Foreign National Participation and Post-Agreement Due Diligence Reviews

A “foreign national” is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of this Agreement, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval.

The volume and type of information required may depend on various factors associated with this Agreement. The TPO will notify the Recipient if this information is required. DOE may elect to deny a foreign national’s participation in this Agreement. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

During the period of performance of this Agreement, DOE may conduct ongoing due diligence reviews, through government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in this Agreement.

3.4 Export Control

The United States Government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the United States to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States export control laws and regulations relating to any work performed under this Agreement. The Recipient must immediately report to DOE any export control violations related to the project funded under this Agreement, at the Recipient or subcontractor level, and provide the corrective action(s) to prevent future violations.

3.5 Foreign Collaboration Considerations

The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded agreement scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement. The Recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded agreement scope.

In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the Recipient in support of and/or related to this Agreement, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on this Agreement but resulting in provision of a thing of value from or to the agreement must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by Recipient staff in accordance with the Recipient's standard policies and procedures.

3.6 Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

3.7 Davis-Bacon Act Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not

less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

- A. Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subrecipient or contract awards.
- B. Being responsible for compliance by any subrecipient or contract with the Davis-Bacon labor standards.
- C. Receiving and reviewing certified weekly payrolls submitted by all subrecipients and contractors for accuracy and to identify potential compliance issues.
- D. Maintaining original certified weekly payrolls for three years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by [29 CFR 5.6\(a\)\(2\)](#).
- E. Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subrecipients and contractors and as requested or directed by the DOE.
- F. Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- G. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- H. Notifying GDO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in [29 CFR 5.7](#); disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in [FAR 52.222-14](#); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this award, subrecipient award, contract or subcontract.
- I. Preparing and submitting to GDO, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year, in accordance with the reporting instructions in Attachment 2, Federal Assistance Reporting Checklist.

The recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. GDO will notify the recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Recipient must ensure the timely submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular recipient if they are unable or limited in their ability to use or access the software.

Davis-Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the start of work subject to Davis-Bacon Act requirements (e.g., construction, alteration, or repair work). The Recipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon Act provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

3.8 National Environmental Policy Act (NEPA)

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on information available, DOE has not issued a final NEPA determination for this project.

The Parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon the final NEPA determination. No funds, therefore, shall be made available to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient prior to written authorization from GDO.

Should the Recipient elect to undertake activities or change locations prior to authorization from GDO, the Recipient does so at risk of not receiving federal funding for those activities and such costs may not be recognized as allowable.

3.9 Organizational Conflicts of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization ([2 CFR 200.318\(c\)\(2\)](#)). The Recipient must disclose in writing any potential or actual organizational conflict of interest to the TPO. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the [DOE Interim Conflict of Interest Policy for Financial Assistance](#).

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate this Agreement in accordance with [2 CFR 200.340](#) unless continued performance is determined to be in the best interest of the Federal Government.

The Recipient must flow down the requirements of the interim conflicts of interest policy to any contracting non-federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subcontractor compliance with this article. If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

3.10 Compliance with Federal, State, and Municipal Law, and Inconsistency with Federal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Agreement. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement. Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Agreement must be referred to the DOE TPO for guidance.

3.12 Nondisclosure and Confidentiality Agreement Assurances

The following nondisclosure and confidentiality agreement assurances must be met by the Recipient:

- A. By entering into this Agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- B. The Recipient further attests that it does not and will not use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - 1) *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and*

specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

- C. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- D. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

3.13 Lobbying

By accepting funds under this Agreement, the Recipient agrees that none of the funds obligated via this agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in [18 U.S.C. § 1913](#). This restriction is in addition to those prescribed elsewhere in statute and regulation.

3.14 Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs

Persons participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk are prohibited from participating in this Agreement. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk.

DOE may modify and add requirements related to this prohibition to the extent required by law.

Definitions for this article include:

- A. Foreign Government-Sponsored Talent Recruitment Program – An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
- B. Foreign Country of Risk – DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

3.15 Affirmative Action and Pay Transparency Requirements

All Federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- A. Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- B. Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors, and subcontractors.
- C. Recipients, subrecipients, contractors, and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and

possible actions the recipients, subrecipients, contractors, and subcontractors must take. See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf>.

Additional, for construction projects valued at \$35 million or more and lasting more than one year, recipients, subrecipients, contractors, and subcontractors may be selected by OFCCP to participate in the Mega Construction Project Program. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/Mega-Construction-Project-Program>.

3.16 Impacted Indian Tribes

If any activities anticipated to take place under this Agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the Recipient/Awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the Agreement, and, if necessary, after the end of the Agreement. If the Recipient proposes any activities that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights, the Recipient must notify DOE. The Recipient/Awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13).
- Indian Tribe is as defined in 25 U.S.C. § 5304 (e).

3.17 Buy American Requirement for Infrastructure Projects

A. Definitions

Components See 2 CFR 184.3 "Definitions."

Construction Materials See 2 CFR 184.3 "Definitions."

Buy America Preference, Buy America Requirement, or domestic content procurement preference means a requirement that no amount of funds made available through a program for "federal financial assistance" (as that term is defined in 2 CFR 184.1 as opposed to 2 CFR 200.1) may be obligated for an infrastructure project unless—

- 1) all iron and steel used in the project are produced in the United States;
- 2) the manufactured products used in the project are produced in the United States; or
- 3) the construction materials used in the project are produced in the United States.

Infrastructure See [2 CFR 184.4](#) (c) and (d).

Manufactured Products See [2 CFR 184.3](#) "Definitions."

Predominantly of iron or steel See [2 CFR 184.3](#) "Definitions."

Infrastructure Project- See [2 CFR 184.3](#) "Definitions."

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

- 1) All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See [2 CFR 184.5](#) for determining the cost of components for manufactured products; and
- 3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See [2 CFR 184.6](#) for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As

such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- (i) Iron or steel products;
- (ii) Manufactured products; or
- (iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

* Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is

precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in [2 CFR 184](#) on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at [2 CFR 184.3](#); (ii) a new definition of “section 70917(c) materials” at [2 CFR 184.3](#); (iii) new instructions at [2 CFR 184.4](#)(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at [2 CFR 184.4](#)(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in [2 CFR 184.8](#), are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

- Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
- Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

How to submit a waiver: Requests to waive the application of the Buy America Requirement must be submitted in writing to GDO through the TPO.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

3.18 Transparency of Foreign Connections

The Recipient must notify GDO within 15 business days of learning of the following circumstances in relation to the Recipient and subrecipients:

- The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
- Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
- Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
- Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
- Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
- Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Geothermal Plants 2025 Spring Outages Project; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facility

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli <i>MD</i>	METHOD OF SELECTION:
	Assistant General Manager	Competitive Pricing Process
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

RECOMMENDATION:

Approve Resolution 25-15 authorizing the Geothermal Plants 2025 Spring Outages and delegating authority to the General Manager or his designee 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 cost not to exceed \$3,525,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorization to spend \$1,800,000 from the Maintenance Reserve for this work.

BACKGROUND:

NCPA's Geothermal Plants 1 and 2 require annual, routine maintenance to ensure continued reliable operation of the facilities. During the planned outages, the Geothermal Facilities team will complete preventative and predictive maintenance work on equipment that cannot be worked on while the units operate without affecting the facility's output. NCPA will hire several contractors to support the maintenance team during the 2025 Spring Outages.

Listed below are highlights of major work to be performed at each Plant as a part of the 2025 Spring Outages:

Plant 1 (U1&2) - May 1st thru May 31st, 2025

Plant	Category	Cost
Plant 1	Mechanical	\$ 200,000
Plant 1	Electrical	\$ 300,000
Plant 1	Cleaning & Inspections	\$ 185,000
Plant 1	Stretford System	\$ 600,000
Plant 1	Cooling Tower	\$ 20,000
Plant 1	Turbine	\$ 175,000
Plant 1	Balance of the Plant	\$ 250,000
Plant 1 Total		\$ 1,730,000

Plant 2 (U4) - March 1st thru March 31st, 2025

Plant	Category	Cost
Plant 2	Mechanical	\$ 300,000
Plant 2	Electrical	\$ 135,000
Plant 2	Cleaning & Inspections	\$ 245,000
Plant 2	Stretford System	\$ 530,000
Plant 2	Cooling Tower	\$ 50,000
Plant 2	Turbine	\$ 85,000
Plant 2	Balance of the Plant	\$ 200,000
Plant 2 Total		\$ 1,545,000

Plant 1&2	Contingency	\$ 250,000
	Total Funding Needed	\$ 3,525,000

FISCAL IMPACT:

The total cost is anticipated not to exceed \$3,525,000. A breakdown of the project costs is shown in the table below.

Plant	Cost
Plant 1	\$1,730,000
Plant 2	\$1,545,000
Contingency	\$250,000
Total Project Cost	\$3,525,000

Funding to complete the Geothermal Facility Plants 2025 Spring Outages Project will come from the combined use of funds from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve. A breakdown of the specific funding sources is shown in the table below.

FY 2025 Budget	Budget	Comments
Routine Maint. (March and May Total)	\$900,000	FY25 Maintenance Budget
Plant 1 Cooling Towers Scoping & Engineering	\$575,000	FY25 Approved Project - Remaining Funds
Bently Nevada 3500 Monitoring System for U1&4	\$250,000	FY25 Approved Projects
Balance of Plant Work, Contingent Maintenance, Well Replacement /Workover	\$1,800,000	Maintenance Reserve
Total Funding Needed	\$3,525,000	

As shown in the table above, funds totaling \$1,800,000 for the Project will come from the Geothermal Maintenance Reserve account. A breakdown of the Geothermal Maintenance Reserve schedule, as well as the 5-year maintenance projections, is shown in the table below.

GEO Maintenance Reserve Schedule:

Balances		
Geo Maintenance Reserve (6/30/24)	\$3,555,073	
FY 2024 & 2025 Contributions	\$5,332,452	
Expenses - Plant 1 Unit 2 Overhaul	(\$2,200,000)	
Emergency Eyewash Stations	(\$140,000)	
Warranty Coverage Authorization (Previously Approved \$750k)	(\$93,920)	This is the total spent; the vendor covered the majority of the cost.
FY 25 Spring Outage Work	(\$1,800,000)	
End of FY 2025 Budget Funds	\$4,653,605	

5 year Maintenance Projection

	2026	2027	2028	2029	2030
BEGINNING BALANCE	4,653,605	7,086,368	9,621,875	7,528,336	3,808,227.38
Contributions	5,460,263	5,591,270	5,591,270	5,725,551	5,863,190.00
PLANNED SPENDING					
Included in Budget					
Plant 1 Unit 1 Overhaul				(6,831,000)	
Plant 1 Unit 2 Overhaul					(7,070,085.00)
Emergency Eyewash Stations					
Plant 1 Unit 2 Turbine Overhaul					
Plant 2 Unit 4 Overhaul			(6,600,000)		
Well Replacement Workover - 25 Spring Outage	(2,000,000)	(2,000,000)		(1,500,000)	
Balance of Plant Work - 25 Spring Outage	(515,000)	(530,450)	(546,364)	(562,754)	(579,637.00)
Contingent maintenance - 25 Spring Outage	(512,500)	(525,313)	(538,445)	(551,906)	(565,704.00)
Commission Meeting Added					
Plant 1 Unit 2 Overhaul - Warranty Related					
PROJECTED ENDING BALANCE	7,086,368	9,621,875	7,528,336	3,808,227	1,455,991.38

SELECTION PROCESS:

NCPA is currently soliciting competitive bids from multiple vendors to perform the services required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on the cost and availability of the services needed at the time the services are required.

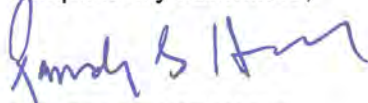
ENVIRONMENTAL ANALYSIS:

This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size, or operation of the equipment. 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 October 24, 2024 for this class of work and was filed in both Sonoma and Lake County. Thus, this project conforms to these exemptions and no environmental review is necessary.

COMMITTEE REVIEW:

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 25-15

RESOLUTION 25-15

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEOTHERMAL PLANTS 2025 SPRING OUTAGES PROJECT

(reference Staff Report #114:25)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal facility near Middletown, CA consisting of two power plants with containment areas and 78 steam production and injection wells; and

WHEREAS, in accordance with proper maintenance of the facility, NCPA's Geothermal (Geo) Plant 1 and 2 facilities will be conducting their annual outages in March and May of 2025; and

WHEREAS, during the outages, the Geothermal team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outage; and

WHEREAS, the total cost is anticipated not to exceed \$3,525,000. The sources for the funding is from the combined use of Maintenance Reserve, remaining project, and Routine Fixed funds from the 2025 approved Budget; and

WHEREAS, NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the services required for this project; and

WHEREAS, this project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size, or operation of the equipment. 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 October 24, 2024 for this class of work and was filed in both Sonoma and Lake County. Thus, this project conforms to these exemptions and no environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Geothermal Plants 2025 Spring Outages and delegating authority to the General Manager or his designee 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 cost not to exceed \$3,525,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorization to spend \$1,800,000 from the Maintenance Reserve for this work.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2025, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY




Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Approval of Second Phase Agreement for Combustion Turbine Project Number Two Repower Project

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli 	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Generation Services	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-16 for (1) Commission approval of the Second Phase Agreement for Combustion Turbine Project Number Two Repower Project (Second Phase Agreement), and authorizing the General Manager of Northern California Power Agency (NCPA) or his designee, to enter into the Second Phase Agreement on behalf of NCPA, upon receipt of signed agreements from the Project Participants, including any modifications to the Second Phase Agreement approved by NCPA's General Counsel, and (2) upon approval and execution of the Second Phase Agreement, Commission approval and authorization for the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for work as described in the Second Phase Agreement, and (3) Commission approval and authorization for NCPA to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants, as shall be further coordinated with the CT2 Repower Project Participant Designated Representatives.

BACKGROUND:

Pursuant to the Agreement for Construction, Operation and Financing of Combustion Turbine Project Number Two-Unit One (CT2 Project), dated as of August 1, 1992, including amendments thereto, (the "CT2 Third Phase Agreement") the Project Participants¹ (hereinafter referred to as "CT2 Project Participants") entered into the CT2 Third Phase Agreement to provide for the construction, operation and financing of the CT2 Project, the sale by NCPA of capacity and energy of the CT2 Project to the CT2 Project Participants, and the security for the bonds to be issued to finance the CT2 Project. The CT2 Project has reached its end of life and is no longer serviceable; therefore, unless the CT2 Project is repowered the CT2 Project will be decommissioned.

Certain CT2 Project Participants² (the "CT2 Repower Project Participants") are interested in retaining or developing power generation to meet the future electric demands of their electric customers and now desire to repower the CT2 Project (the "CT2 Repower Project") to extend the period of time during which the CT2 Repower Project can operate to meet the electric demands of their electric customer. Pursuant to Section 6.3.2 of the Amended and Restated Facilities Agreement, the "Second Phase" of a NCPA Project consists of all work performed after one or more NCPA Members has signed a Second Phase Agreement with NCPA for project surveys, preliminary investigations, study, design, or development, but before a Third Phase Agreement for the NCPA Project becomes effective.

To accomplish the goal of repowering the CT2 Project, the CT2 Repower Project Participants desire NCPA to develop surveys, preliminary investigations, cost estimates, project schedules, and other studies required to complete the CT2 Repower Project. The CT 2 Repower Project Participants further desire NCPA to develop, issue and select equipment through requests for proposals, and place deposits on long lead time CT2 Repower Project equipment to obtain queue positions in the factory for production.

Therefore, NCPA, working in coordination with the CT2 Repower Project Participants, has developed the Second Phase Agreement to provide all means necessary for NCPA to conduct

¹ The CT2 Project Participants include the Cities of Alameda, Lodi, Lompoc and Roseville.

² The CT2 Repower Project Participants include the Cities of Lodi, Lompoc and Roseville.

all Second Phase Agreement Activities and work associated with the development of the CT2 Repower Project on behalf of the CT2 Repower Project Participants, and to enable and obligate the CT2 Repower Project Participants to pay for all Project Costs incurred by NCPA for undertaking the foregoing activities. Each CT2 Repower Project Participant and their respective Project Participation Percentage is listed below:

Participant	Project Participation Percentage	Project Participation MW
City of Lodi	45.892%	22.90
City of Lompoc	10.020%	5.00
City of Roseville	44.088%	22.00
Total	100.000%	49.90

Contingent upon CT2 Repower Project Participant agreement and support, it is expected that the resulting work product produced by NCPA in accordance with the Second Phase Agreement will be presented as a recommendation to the Commission for the further development and construction of the CT2 Repower Project, and a new Third Phase Agreement is expected to be presented to the Commission for review and approval. Contemporaneously, NCPA will seek final approval from the CT2 Repower Project Participants through a new Third Phase Agreement for the Project that would govern the rights and obligations of NCPA and CT2 Repower Project Participants related to the financing, design, construction, operation, and sale and purchase of energy and capacity from the CT2 Repower Project. NCPA will also separately develop and seek final approval of an agreement to terminate the existing CT2 Third Phase Agreement, to allocate and settle any ongoing or undischarged liabilities, credits or obligations from the CT2 Third Phase Agreement to the CT2 Project Participants and/or CT2 Repower Project Participants, until such liabilities, credits, or obligations are satisfied in full.

A copy of the Second Phase Agreement has been attached to this staff report for reference.

FISCAL IMPACT:

By executing the Second Phase Agreement, each CT2 Repower Project Participant acknowledges and agrees to be bound by the terms and conditions of the Second Phase Agreement, and that the Second Phase Agreement is written as a "take-or-pay" agreement; therefore, any and all Project Costs incurred by NCPA under this Second Phase Agreement shall be allocated and charged to each CT2 Repower Project Participant in proportion to such CT2 Repower Project Participant's Project Participation Percentage as set forth in Exhibit A of the Second Phase Agreement.

Upon approval and execution of the Second Phase Agreement and subject to subsequent approval of one or more CT2 Repower Project Participants, NCPA shall be authorized to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants. Total Project Costs associated with the Second Phase Agreement Activities are estimated to be approximately \$5,118,964.00, but all actual Project Costs incurred by NCPA will be invoiced to the CT2 Repower Project Participants in accordance with the Second Phase Agreement.

SELECTION PROCESS:

Upon Commission approval of the Second Phase Agreement, NCPA will request bids for the specific scope of work contained in the Second Phase Agreement consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the services are 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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 25-16
- Second Phase Agreement for Combustion Turbine Project Number Two Repower Project

RESOLUTION 25-16

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE CT2 REPOWER SECOND PHASE AGREEMENT

(reference Staff Report 115:25)

WHEREAS, NCPA operates the Combustion Turbine Project Number Two ("CT2 Project") on behalf of Project Participants; and

WHEREAS, the equipment that makes up the CT2 Project is inoperative, no longer serviceable, and as a result, the NCPA CT2 Project has reached the end of life; and

WHEREAS, NCPA and the Project Participants are interested in retaining or developing power generation to meet the future electric demands of the Participants and their electric customers. NCPA proposes to repower the CT2 Project (the "CT2 Repower Project" or the "Project") to extend the period during which the CT2 Project can operate; and

WHEREAS, pursuant to Section 6.3.2 of the Amended and Restated Facilities Agreement, the "Second Phase" of a NCPA Project consists of all work performed after one or more NCPA Members has signed a Second Phase Agreement with NCPA for project surveys, preliminary investigations, study, design, or development, but before a Third Phase Agreement for the NCPA Project becomes effective; and

WHEREAS, the Participants desire NCPA to design, develop cost estimates, develop project schedules, and develop other studies required to complete the Project. The Participants further desire NCPA to develop, issue and select equipment through requests for proposals, and place deposits on long lead time Project equipment to obtain queue positions in the factory for production; and

WHEREAS, this Agreement will enable NCPA, on behalf of the Participants, to provide all means necessary for NCPA to conduct all Second Phase Agreement Activities and work associated with the development of the Project, and to enable and obligate the Participants to pay for all Project Costs incurred by NCPA for undertaking the foregoing activities; 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 (1) approves of the Second Phase Agreement for Combustion Turbine Project Number Two Repower Project (Second Phase Agreement), and authorizes the General Manager of Northern California Power Agency (NCPA) or his designee, to enter into the Second Phase Agreement on behalf of NCPA, upon receipt of signed agreements from the Project Participants, including any modifications to the Second Phase Agreement approved by NCPA's General Counsel, and (2) upon approval and execution of the Second Phase Agreement, the Commission approves and authorizes the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for work as described in the Second Phase Agreement, and (3) the Commission approves and authorizes for NCPA to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participant Designated Representatives.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY

**SECOND PHASE AGREEMENT
FOR
COMBUSTION TURBINE PROJECT NUMBER TWO
REPOWER PROJECT**

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This SECOND PHASE AGREEMENT FOR COMBUSTION TURBINE PROJECT NUMBER TWO REPOWER PROJECT (this "Agreement") is dated as of _____, 20__ by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and the signatories to this Agreement other than NCPA ("Participants"). NCPA and the Participants are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities, and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Amended and Restated Facilities Agreement, dated October 1, 2014, which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects.

D. NCPA and the Participants are interested in retaining or developing power generation to meet the present and future electric demands of the Participants and their electric customers.

E. Each Participant is authorized by its Constitutive Documents to obtain electric capacity and energy for its present or future requirements, through contracts with NCPA or otherwise.

F. NCPA proposes to repower the Combustion Turbine Project Number Two (the "CT2 Repower Project" or the "Project") to extend the period of time during which the Combustion Turbine Project Number Two can operate to meet the electric demands of the Participants and their electric customers.

G. Pursuant to Section 6.3.2 of the Amended and Restated Facilities Agreement, the "Second Phase" of a NCPA Project consists of all work performed after one or more NCPA Members has signed a Second Phase Agreement with NCPA for project surveys, preliminary investigations, study, design, and/or development, but before a Third Phase Agreement for the NCPA Project becomes effective.

H. The Participants desire NCPA to develop surveys, preliminary investigations, cost estimates, project schedules, and other studies required to complete the Project.

I. The Participants further desire NCPA to develop, issue and select equipment through requests for proposals, and place deposits on long lead time Project equipment to obtain queue positions in the factory for production.

J. This Agreement is intended to enable NCPA on behalf of the Participants to provide all means necessary for NCPA to conduct all Second Phase Agreement Activities and work associated with the development of the Project, and to enable and obligate the Participants to pay for all Project Costs incurred by NCPA for undertaking the foregoing activities.

K. Contingent upon Participant agreement and support, it is expected that the resulting work product produced by NCPA in accordance with this Agreement will be presented as a recommendation to the Commission for the further development and construction of the Project, and an associated Third Phase Agreement is expected to be presented to the Commission for review and approval. Contemporaneously, NCPA will (i) seek final approval from Participants through a Third Phase Agreement for the Project that would govern the rights and obligations of NCPA and Participants related to the financing, design, construction, operation, and sale and purchase of energy and capacity from the Project, and (ii) separately develop and seek final approval of an agreement to terminate the existing Agreement for Construction, Operation and Financing of Combustion Turbine Project Number Two-Unit One, dated as of August 1, 1992, including any amendments thereto, (the "CT2 Third Phase Agreement"), to allocate and settle any

ongoing or undischarged liabilities, credits or obligations from the CT2 Third Phase Agreement to the CT2 Third Phase Agreement participants or Participants, until such liabilities, credits, or obligations are satisfied in full; provided, however, regarding liability associated with project decommissioning, the CT2 Third Phase Agreement participants and Participants have agreed in principle to allocate any ongoing or undischarged liabilities, credits or obligations pertaining to project decommissioning in accordance with the principles set forth in the Memorandum of Understanding for CT2 Third Phase Agreement Decommissioning ("Decommissioning MOU").

L. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

M. The Parties desire to equitably allocate Project Costs incurred by NCPA under this Agreement among the Participants as further set forth herein.

N. The Participants further desire, insofar as possible, to insulate other Members who are not Participants, from risks inherent in the services and transactions undertaken on behalf of the Participants pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided,

capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement, dated October 1, 2014:

1.1.1 “Administrative Services Costs” means that portion of the NCPA administrative, general and occupancy costs and expenses, including those costs and expenses associated with the operations, direction and supervision of the general affairs and activities of NCPA, general management, treasury operations, accounting, budgeting, payroll, human resources, information technology, facilities management, salaries and wages (including retirement benefits) of employees, facility operation and maintenance costs, taxes and payments in lieu of taxes (if any), insurance premiums, fees for legal, engineering, financial and other services, power management services, general settlement and billing services and general risk management costs, that are charged directly or apportioned to the provision of services under this Agreement. Administrative Services Costs as separately defined herein and used in the context of this Agreement is different and distinct from the term Administrative Services Costs as defined in Section 1 of the Power Management and Administrative Services Agreement.

1.1.2 “Agreement” means this Second Phase Agreement for Combustion Turbine Project Number Two Repower Project, including all Exhibits attached hereto.

1.1.3 "All Resources Bill" has the meaning set forth in the Power Management and Administrative Services Agreement.

1.1.4 "CAISO" means the California Independent System Operator Corporation, or its functional successor.

1.1.5 "Commission" has the meaning set forth in the Power Management and Administrative Services Agreement.

1.1.6 "Constitutive Documents" means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder with respect to the governance of NCPA, and with respect to each Participant, the California Government Code and other statutory provisions applicable to such Participant, any applicable agreements, charters, contracts, or other documents concerning the formation, operation or decision making of such Participant, including, if applicable, its city charter, and any codes, ordinances, bylaws, and resolutions adopted by such Participant's governing body.

1.1.7 "Defaulting Participant" has the meaning set forth in Section 6.2.

1.1.8 "Electric System" has the meaning set forth in the Power Management and Administrative Services Agreement.

1.1.9 "Energy" means electric energy expressed in units of kWh or MWh.

1.1.10 "Event of Default" has the meaning set forth in Section 6.2.

1.1.11 "Member First Right of Refusal" has the meaning set forth in Section 8.2.

1.1.12 "MW" means megawatt.

1.1.13 "MWh" means megawatt hour.

1.1.14 "NCPA" has the meaning set forth in the Recitals hereto.

1.1.15 "Participant" has the meaning set forth in the recitals of this Agreement.

1.1.16 "Participant First Right of Refusal" has the meaning set forth in Section 8.2.

1.1.17 "Party" or "Parties" has the meaning set forth in the preamble hereto; provided that "Third Parties" are entities that are not Party to this Agreement.

1.1.18 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.19 "Project" means the Combustion Turbine Project Number Two Repower Project as defined in the Recitals of this Agreement.

1.1.20 "Project Costs" are costs associated with the Project authorized pursuant to this Agreement, including but not limited to, any Administrative Services Costs incurred by NCPA while performing its duties in accordance with this

Agreement, and all costs incurred by NCPA associated with preliminary selection and procurement of long lead time Project equipment.

1.1.21 "Project Participation Percentage" has the meaning set forth in the Power Management and Administrative Services Agreement, and are set forth in Exhibit A of this Agreement.

1.1.22 "Revenue" means , with respect to each Participant, all income, rents, rates, fees, charges, and other moneys derived by the Participant from the ownership or operation of its Electric System, including, without limiting the generality of the foregoing: (a) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing and supplying of electric capacity and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System; (b) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to its Electric System; (c) the proceeds derived by the Participant directly or indirectly from the sale, lease or other disposition of all or a part of the Electric System; and (d) the proceeds derived by Participant directly or indirectly from the consignment and sale of freely allocated greenhouse gas compliance instruments into periodic auctions administered by the State of California under the California Cap-and-Trade Program, provided that such proceeds are a permitted use of auction proceeds, but the term Revenues shall not

include (i) customers' deposits or any other deposits subject to refund until such deposits have become the property of the Participant or (ii) contributions from customers for the payment of costs of construction of facilities to serve them.

1.1.23 "Second Phase Agreement Activities" has the meaning set forth in Section 2 of this Agreement.

1.1.24 "Term" has the meaning set forth in Section 9.

1.1.25 "Third Party" means an entity (including a Member) that is not Party to this Agreement.

1.1.26 "Transfer of Rights" has the meaning set forth in Section 8.1.

1.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms "herein," "hereto," "herewith" and "hereof" are references to this Agreement taken as a whole and not to any particular provision; the term "include," "includes" or "including" shall mean "including, for example and without limitation;" and references to a "Section," "subsection," "clause," "Appendix", "Schedule", or "Exhibit" shall mean a Section, subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended from time to time, or its successor. A reference to a "person" includes any individual,

partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a "day" shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and *vice versa*.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which NCPA shall: (i) develop proposals, schedules, and cost estimates for development of the Project; (ii) solicit proposals for and negotiate agreements for preliminary engineering and preliminary equipment selection and procurement; (iii) evaluate financing options, solicit proposals for Project financing and create a Project financing plan; (iv) engage in all activities related to these basic purposes as further set forth in Exhibit B of this Agreement (the "Second Phase Agreement Activities"), and (v) specify the rights and obligations of the Parties.

Section 3. Authority and Duties.

3.1 Authority of NCPA. Upon the Effective Date of this Agreement, NCPA is hereby authorized to commence work pertaining to its duties under this Agreement to complete the Second Phase Agreement Activities. NCPA shall perform the duties and Second Phase Agreement Activities described in Section 3.2 and Exhibit B to support development of the Project. NCPA, on behalf of itself and the Participants, shall also act as lead or responsible agency for the purposes of any environmental review of or notice of

exemptions for the Project, shall act as project manager for all activities, and is responsible for engaging necessary professional services, including those of NCPA staff.

3.2 Duties of NCPA. NCPA shall perform the duties and Second Phase Agreement Activities described in this Section 3.2 and Exhibit B to support development of the Project.

3.2.1 Owner Engineers Support. NCPA shall retain the services of a professional Owners Engineer whom will provide engineering and project management roles throughout the duration of the project. The owner's engineer will provide support from the projects start to finish, assisting with all aspects of the project.

3.2.2 Project Interconnection. NCPA shall coordinate activities required to interconnect the Project to the applicable transmission system, including submitting applications, seeking any required permits, conducting studies, and performing other required actions and duties working with Pacific Gas and Electric Company and the CAISO to support development of applicable interconnection requirements and agreement.

3.2.3 Project Engineering and Design. NCPA shall develop preliminary engineering designs and plans for Project construction, operations, and decommissioning. As part of these activities, NCPA shall develop a comprehensive Project development schedule, including timelines, costs estimates, procedures for

tracking and document control support, and recommendations for preliminary equipment selection and procurement proposals (RFP) for all equipment, creating the construction budget and cash flow projection, and establishing the timeline for Phase 3.

3.2.4 Preliminary Equipment Procurement. NCPA shall solicit proposals for and negotiate agreements for preliminary engineering and preliminary equipment selection and procurement, and further set forth in Exhibit B of this Agreement. Upon the Effective Date of this Agreement, the Participants hereby authorize the General Manager to negotiate and enter into agreements for preliminary selection and procurement to secure ordering placement and equipment plans for long lead time Project equipment, including, but not limited to, the Project engine and controls package and Project retrofit exhaust package.

3.2.5 Environmental Permitting and Requirements. NCPA shall conduct all preliminary environmental permitting and requirements and supporting document control, including, but not limited to, requirements associated with CEQA, air permitting and pollution control. NCPA shall analyze and develop a recommendation for acquisition of criteria pollutant offsets, carbon allowances or other applicable compliance instruments required to support Project construction and operations.

3.2.6 Other Duties. NCPA shall perform other duties and requirements as are further set forth and described in Exhibit B of this Agreement.

3.3 Participant Duties. The duties of the Participants under this Agreement are to:

3.3.1 Make timely payment of all Project Costs.

3.3.2 The Participants hereby agree to conduct all necessary work, secure all necessary authorities, transmit all necessary forms, and to work collaboratively to complete all activities in a timely manner.

3.3.3 Upon execution of this Agreement, each Participant shall identify a Designated Representative who will represent that Participant as part of an ad hoc committee. The ad hoc committee shall be responsible for reviewing the information developed by NCPA staff to achieve the purposes of this Agreement. A Participant may change the designation of its Designated Representative at any time upon providing written confirmation to NCPA.

Section 4. Billing and Cost Allocation.

4.1 Participant Payment Obligations and Cost Allocation. By executing this Agreement, each Participant acknowledges and agrees to be bound by the terms and conditions of the Agreement, and that the Agreement is written as a “take-or-pay” agreement. Any Project Costs incurred by NCPA under this Agreement shall be allocated and charged to each Participant in proportion to such Participant’s Project Participation Percentage as set forth in Exhibit A. The Project Participant Percentages of each Participant may be revised upon execution of a Third Phase if any Participant withdraws

in whole or in part and/or a new Participant join. Notwithstanding the foregoing, Participants are responsible for all obligations and actual costs incurred up to the effective date of changes to participation levels.

4.2 Third Phase Agreement Funding and Participation. The Third Phase Agreement that supersedes and replaces this Agreement, if any, shall provide for reimbursement, retirement or refunding of (i) any preliminary expenditures including financing costs, architectural, engineering, surveying, soil testing, debt issuance costs, and (ii) expenditures relating to the acquisition, construction, and commissioning of the Project, of any expenditure of the Participants incurred in accordance with this Agreement, out of final long-term financing of the Project, or other funding method, including but not limited to cash payments.

4.3 Invoices. NCPA will issue an invoice to each Participant for its share of Project Costs, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

4.4 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

4.5 Late Payments. Any amount due and not paid by a Participant in accordance with Section 4.3 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

4.6 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days after the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or dispute the accuracy of any invoice in writing, then the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, then NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, then the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days after its submission to the Commission, then the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 12 of this Agreement; provided, however, that prior to resorting to either mediation or arbitration proceedings, the full amount of the disputed invoice must be paid by the Participant.

4.7 Billing Data and Examination of Books and Records.

4.7.1 Billing Data. NCPA shall make billing data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing support information available to Participants using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be established by the Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

4.7.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 5. Cooperation and Further Assurances. Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 6. Participant Covenants and Defaults

6.1 Each Participant covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so that it will at all times have sufficient Revenues to meet the obligations of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any reasonable dispute exists; and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practices.

6.2 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Participant (the “Defaulting Participant”):

(i) the failure of any Participant to make any payment in full to NCPA when due;

(ii) the failure of a Participant to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure; provided, that this subsection shall not apply to any failure to make payments specified by subsection 6.2 (i));

(iii) if any representation or warranty of a Participant material to the services provided hereunder shall prove to have been incorrect in any material respect when made and the Participant does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days after the date of receipt of notice from NCPA demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants or obligations under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

6.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces; provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide oral notice to the General Manager using telephone communication within two (2) Business Days after the onset of the Uncontrollable Force, and provide subsequent written notice to the General Manager and all other Parties within ten (10) Business Days after the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable dispatch; provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

6.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 6.2 above, as may be applicable, provided, however, upon request of the Defaulting Participant the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

6.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 6.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Participant, NCPA may take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Participant; or

(ii) demand that the Defaulting Participant provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase

in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default.

6.6 Effect of Suspension.

6.6.1 Generally. The suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

6.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with subsection 6.5(i), then such Participant shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney's fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the Project Costs that were not recovered from such Participant as a result of such suspension.

Section 7. Administration of Agreement

7.1 Commission. The Commission is responsible for the administration of this Agreement. Each Participant shall be represented by its Commissioner or their designated alternate Commissioner ("Alternate") pursuant to the Joint Powers Agreement. Each Commissioner shall have authority to act for the Participant represented with respect to matters pertaining to this Agreement.

7.2 Forum. Whenever any action anticipated by this Agreement is required to be jointly taken by the Participants, such action shall be taken at regular or special meetings of the NCPA Commission.

7.3 Quorum. For purposes of acting upon matters that relate to administration of this Agreement, a quorum of the Participants shall consist of those Commissioners, or their designated Alternate, representing a numerical majority of the Participants.

7.4 Voting. Each Participant shall have the right to cast one vote with respect to matters pertaining to this Agreement. A unanimous vote of all Participants shall be required for action regarding any Transfer of Rights as described in Section 8 of this Agreement. For all other matters pertaining to this Agreement, a majority vote of the Participants shall be required for action; provided, however, upon the demand of any Participant the vote shall be by Project Participation Percentage and sixty five percent (65.00%) or greater affirmative vote shall be required to take action.

Section 8. Transfer of Rights by Participants

8.1 A Participant has the right to make transfers, sales, assignments and exchanges (collectively "Transfer of Rights") of any portion of its Project Participation Percentage and rights thereto, subject to the approval provisions in Section 7.4 of this Agreement. If a Participant desires to transfer all or a portion of its Project Participation Percentage for a specific time interval, or permanently, then NCPA will, if requested by

such Participant, use its best efforts to effectuate the Transfer or Rights for the applicable portion of the Participant's Project Participation Percentage.

8.2 Unless otherwise set forth in this Agreement, before a Participant may request a Transfer of Rights for all or a portion of its Project Participation Percentage pursuant to Section 8.1 to any person or entity other than a Participant, it shall give all other Participants the right to purchase the Project Participation Percentage on the same terms and conditions ("Participant First Right of Refusal"). Before a Participant may transfer all or a portion of its Project Participation Percentage pursuant to Section 8.1 to any person or entity other than a Member, it shall give all Members the right to purchase the Project Participation Percentage on the same terms and conditions ("Member First Right of Refusal"). If a Participant exercises its Participant First Right of Refusal or a Member exercises its Member First Right of Refusal pursuant to this Section 8.2, a Participant or Member shall exercise its respective First Right of Refusal within thirty (30) days of receipt of notice of said proposed Transfer of Rights from the transferring Participant; provided, however the transferring Participant may grant additional time for a Participant or Member to receive any required approvals from its jurisdictional authority to complete a Transfer of Rights at its sole discretion.

No Transfer of Rights shall relieve a Participant of any of its obligations under this Agreement except to the extent that NCPA receives payment of these

obligations from a transferee, or the transferee assumes all obligations under this agreement from the transferring Participant.

Section 9. Term and Termination. This Agreement shall become effective when it has been duly executed by all Participants, and delivered to and executed by NCPA (the “Effective Date”). NCPA shall notify all Participants in writing of the Effective Date. This Agreement shall commence on the Effective Date and shall continue until the Agreement terminates, which shall occur when:

9.1 All activities pursuant to this Agreement are terminated by NCPA in its discretion; or

9.2 Upon the effective date of a Third Phase Agreement with one or more Participants for the Project, or

9.3 Upon nine years and eleven months after the Effective Date.

Section 10. Withdrawal of Participants. No Participant may withdraw from this Agreement except as otherwise provided for herein.

Section 11. Settlement of Disputes and Arbitration. The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by the Participants themselves; provided, that the provisions of Section 4.5 shall first apply to all disputes involving invoices prepared by NCPA.

Section 12. Miscellaneous

12.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any other Party's (the "Supplying Party") confidential data or information, which the Receiving Party has possession of ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days after receipt of the Disclosure Request. Within three (3) Business Days after receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with

respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party's attorney's fees; or

(ii) that the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

12.2 Indemnification and Hold Harmless. Subject to the provisions of Section 12.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

12.3 Several Liabilities. No Participant shall, in the first instance, be liable under this Agreement for the obligations of any other Participant or for the obligations of NCPA incurred on behalf of other Participants. Each Participant shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise provided for herein. The obligation of each Participant under this Agreement is, in the first instance, a several obligation and not a joint obligation with those of the other Participants.

Notwithstanding the foregoing, the Participants acknowledge that any debts or obligations incurred by NCPA under this Agreement on behalf of any of them shall be borne solely by such Participants in proportion to their respective Project Participation Percentages, and not by non-Participant Members of NCPA, pursuant to Article IV, Section 3(b) of the Joint Powers Agreement.

In the event that a Participant should fail to pay its share of the debts or obligations incurred by NCPA as required by this Agreement, the remaining Participants shall, in proportion to their Project Participation Percentages, pay such unpaid amounts and shall be reimbursed by the Participant failing to make such payments.

12.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR

INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

12.5 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission or the governing body of a Participant, as applicable. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

12.6 Amendments.

12.6.1 Amendments in General. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

12.6.2 Approval and Amendment of Exhibits. Any amendment to Exhibit B attached hereto shall take effect after being approved by the Commission in a manner consistent with the voting procedures set forth in Section 7.4 of this Agreement, without the requirement of an approval of the individual Participants' governing bodies.

12.7 Assignment of Agreement.

12.7.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

12.7.2 No Assignment. Neither this Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, which consent shall not be unreasonably withheld.

12.8 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected

thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

12.9 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

12.10 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

12.11 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

12.12 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance

with its terms. Upon execution of this Agreement, each Participant shall deliver to NCPA a resolution of the governing body of such Participant evidencing approval of and authority to enter into this Agreement.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

12.14 Venue. In the event that a Party brings any action 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.

12.15 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, then each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

12.16 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and

execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 13.2 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

12.17 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

CITY OF LODI
221 W. Pine Street
Lodi, CA 95240

By: Randy S. Howard
Title: General Manager
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: Jane E. Luckhardt
Its: General Counsel
Date: _____

By: _____
Its: City Attorney
Date: _____

Attestation (if applicable):

Attestation (if applicable)

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

CITY OF LOMPOC
100 Civic Center Plaza
Lompoc, CA 93436

CITY OF ROSEVILLE
2090 Hilltop Circle
Roseville, CA 95747

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: City Attorney
Date: _____

By: _____
Its: City Attorney
Date: _____

Attestation (if applicable)

Attestation (if applicable)

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT A
PROJECT PARTICIPATION PERCENTAGES

The following is the list of Participants who are signatory to this Agreement, and their respective Project Participation Percentage share of the Project:

Participant	Project Participation Percentage	Project Participation MW
City of Lodi	45.892%	22.90
City of Lompoc	10.020%	5.00
City of Roseville	44.088%	22.00
Total	100.000%	49.90

EXHIBIT B

Second Phase Agreement Activities

Pursuant to this Agreement and this Exhibit B, NCPA shall perform the following Second Phase Agreement Activities on behalf of the Participants to support development of the Project. The estimated Project Cost for each Second Phase Agreement Activities is listed herein, but such estimated Project Cost line items are subject to change based on actual costs incurred by NCPA.

Second Phase Agreement Activities	Estimated Project Cost
Owner Engineers	\$ 1,054,376
Interconnection Repower Study	\$ 50,000
Plans and Designs	\$ 464,887
Engine and Controls	\$ 1,800,000
Retrofit Exhaust Package	\$ 955,000
Balance of Plant (BOP), Control, and Electric Inlet Heater/Chillers	\$ 294,700
California Environmental Quality Act (CEQA) Consultant	\$ 100,000
Legal Consultant	\$ 100,000
Document Control Consultant	\$ 100,000
Air Permit Consultant	\$ 100,000
Green House Gas Offset Consultant	\$ 100,000
Total Estimated Project Costs	\$ 5,118,964



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Appointment to the NCPA Finance Committee

AGENDA CATEGORY: Discussion/Action

FROM:	James "Bo" Sheppard	METHOD OF SELECTION:
	Chair	N/A
Division:	Commission	
Department:	Commission	

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

The Commission Chair recommends the Northern California Power Agency (NCPA) Commission adopt Resolution 25-17 appointing Melissa Price, Assistant Electric Utility Director for the City of Lodi / Lodi Electric, as the Chair of the Finance Committee.

BACKGROUND:

The NCPA Amended and Restated Rules of Procedures (aka By-Laws) provide for a standing Committee known as the Finance Committee. The purpose of the Finance Committee is to assist the Commission, the Executive Committee, the Chair, the Chief Financial Officer, and the General Manager in fulfilling its responsibilities to:

- Report upon all financial, accounting, and/or auditing matters;
- Review management's plans to administer NCPA's financial risk;
- Review NCPA's capital management, planning activities, investment, and debt management policies;
- Review NCPA's financial performance, including the performance of the investment and debt portfolios, and other significant financial activities;
- Review NCPA's pension strategy and performance; and
- Review NCPA's health care costs, post-employment (OPEB) benefits, and funding.

Per the Finance Committee Charter, members of the Finance Committee, who may be either Commission members or other staff or officers of members, shall be appointed by the Chair and then ratified by the Commission. Current members of the Finance Committee are as follows:

Chair (vacant)
Teri Alderson, Alameda Municipal Power
Katie Edgar, City of Healdsburg
Joanna Cucchi, Roseville Electric
DeAnna Hilbrants, Santa Clara/SVP

Catalina Sanchez, Commissioner representing the City of Gridley, requested to step down as the Chair of the Finance Committee creating a vacancy. Nominations were received and discussed by the Finance Committee and it was recommended that Melissa Price be appointed as the Chair of the Finance Committee. Melissa is the Assistant Electric Utility Director for Lodi Electric and previously served as a member of the Finance Committee from 2017-2023.

FISCAL IMPACT:

There is no fiscal impact in appointing Melissa Price as the Chair of the Finance Committee.

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 January 9, 2025 the Finance Committee unanimously recommended Melissa Price, Assistant Electric Utility Director for the City of Lodi be appointed as the Finance Committee Chair.

Respectfully submitted,



RANDY S. HOWARD
General Manager

RESOLUTION 25-17

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPOINTING MELISSA PRICE AS CHAIR OF THE FINANCE COMMITTEE

(reference Staff Report #119:25)

WHEREAS, the Northern California Power Agency (NCPA) Commission established the Amended and Restated Rules of Procedures (aka NCPA By-Laws) provide for a standing Committee known as the Finance Committee; and

WHEREAS, the purpose of the Finance Committee is to assist the Commission, the Executive Committee, the Chair, the Chief Financial Officer, and the General Manager in fulfilling its responsibilities to report upon all financial, accounting, and/or auditing matters; and

WHEREAS, members of the Finance Committee, who may be either Commission members or other staff or officers of members, shall be appointed by the Commission Chair and then ratified by the Commission; and

WHEREAS, Catalina Sanchez (Gridley) requested to step down as Chair creating a vacancy; and

WHEREAS, a nomination was received and discussed by the Finance Committee and it is recommended that Melissa Price, Assistant Electric Utility Director for Lodi Electric, be appointed as Chair of the Finance Committee; 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 Chair is recommending the Northern California Power Agency Commission adopt the resolution appointing Melissa Price, Lodi Electric, as Chair of the Finance Committee.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES "BO" SHEPPARD
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: January 23, 2025

SUBJECT: Amendment 1 to Contract 21-SNR-02661

AGENDA CATEGORY: Discussion/Action

FROM:	Tony Zimmer <i>JZ</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Sole Source</i>
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input checked="" type="checkbox"/>	Plumas-Sierra REC	<input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input checked="" type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 25-19 approving Amendment 1 to Contract 21-SNR-02661 between Northern California Power Agency (NCPA) and Western Area Power Administration Sierra Nevada Region (WAPA), and authorize the General Manager or his designee to enter into Amendment 1 to Contract 21-SNR-02661, acting on behalf of NCPA, to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, including any non-substantial modifications to Amendment 1 to Contract 21-SNR-02661 recommended and approved by NCPA's General Counsel.

BACKGROUND:

NCPA entered into Contract 21-SNR-02661 dated November 12, 2021 (the "Base Resource Contract"), which set forth NCPA's percentage of Base Resource and the terms and conditions for WAPA to provide the Base Resource to NCPA. After the effective date of the Base Resource Contract, certain NCPA Members¹ (Assigning Members) then assigned their respective percentage of the Base Resource to NCPA pursuant to separate assignment agreements. To enable NCPA to accept the Assigning Members' percentages of Base Resource, NCPA and each Assigning Member also entered into the Assignment Administration Agreement (the "AAA") in order for NCPA to create a power resource portfolio for the mutual benefits of the Assigning Members.

Pursuant to the AAA the Commission of NCPA has been delegated authority by each Assigning Member to act on behalf of the Assigning Members to execute any contract, lease or other instrument which has been properly authorized pursuant to the AAA, including contracts relating to Base Resource and associated items. As further stated in the AAA, each Assigning Members' representative shall have the right to cast one vote with respect to matters pertaining to the AAA and the Base Resource Contract, and actions of the Commission with regard to such activities shall be effective upon the unanimous affirmative vote of all Assigning Members.

WAPA is offering up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP to NCPA, acting on behalf of the Assigning Members, based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor. By using the transmission service offered, NCPA could deliver up to 62 MW of its Base Resource entitlement to serve the Assigning Members loads, and such delivered amounts would be eligible for certain beneficial settlement treatment, including mitigated exposure to congestion and Wheeling Access Charge costs. To enable NCPA to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service, NCPA is required to enter into Amendment 1 to Contract 21-SNR-02661.

A copy of Amendment 1 to Contract 21-SNR-02661 has been attached to this staff report for your reference.

¹ The following NCPA Members have assigned their percentage of Base Resource to NCPA: the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

FISCAL IMPACT:

Pursuant to WAPA's Rate Schedule PACI-T4, it is estimated that the cost of acquiring up to 62 MW of Pacific Alternating Current Intertie transmission service will be \$986 per MW-month, or approximately \$61,132.00 per month. In accordance with the AAA, all costs and charges incurred by NCPA related to the Base Resource Contract, including any amendments thereto, shall be allocated and paid by the Assigning Members.

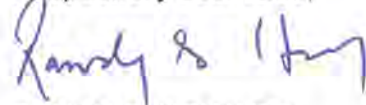
ENVIRONMENTAL ANALYSIS:

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 January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the printed name.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-19
- Amendment 1 to Contract 21-SNR-02661

RESOLUTION 25-19

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF AMENDMENT 1 TO CONTRACT 21-SNR-02661

(reference Staff Report 121:25)

WHEREAS, Northern California Power Agency (NCPA) entered into Contract 21-SNR-02661 dated November 12, 2021 (the "Base Resource Contract"), which set forth NCPA's percentage of Base Resource and the terms and conditions for Western Area Power Administration Sierra Nevada Region (WAPA) to provide the Base Resource to NCPA; and

WHEREAS, after the effective date of the Base Resource Contract, certain NCPA Members¹ (Assigning Members) then assigned their respective percentage of the Base Resource to NCPA pursuant to separate assignment agreements, and to enable NCPA to accept the Assigning Members' percentages of Base Resource, NCPA and each Assigning Member also entered into the Assignment Administration Agreement (the "AAA") in order for NCPA to create a power resource portfolio for the mutual benefits of the Assigning Members; and

WHEREAS, pursuant to the AAA the Commission of NCPA has been delegated authority by each Assigning Member to act on behalf of the Assigning Members to execute any contract, lease or other instrument which has been properly authorized pursuant to the AAA, including contracts relating to Base Resource and associated items, and as further stated in the AAA, each Assigning Members' representative shall have the right to cast one vote with respect to matters pertaining to the AAA and the Base Resource Contract, and actions of the Commission with regard to such activities shall be effective upon the unanimous affirmative vote of all Assigning Members; and

WHEREAS, WAPA is offering up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP to NCPA, acting on behalf of the Assigning Members, based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, and by using the transmission service offered, NCPA could deliver up to 62 MW of its Base Resource entitlement to serve the Assigning Members loads, and such delivered amounts would be eligible for certain beneficial settlement treatment, including mitigated exposure to congestion and Wheeling Access Charge costs; and

WHEREAS, to enable NCPA to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service, NCPA is required to enter into Amendment 1 to Contract 21-SNR-02661; and

WHEREAS, pursuant to WAPA's Rate Schedule PACI-T4, it is estimated that the cost of acquiring up to 62 MW of Pacific Alternating Current Intertie transmission service will be \$986 per MW-month, or approximately \$61,132.00 per month, and in accordance with the AAA, all costs and charges incurred by NCPA related to the Base Resource Contract, including any amendments thereto, shall be allocated and paid by the Assigning 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

¹ The following NCPA Members have assigned their percentage of Base Resource to NCPA: the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto and Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves Amendment 1 to Contract 21-SNR-02661 between NCPA and WAPA, and authorizes the General Manager or his designee to enter into Amendment 1 to Contract 21-SNR-02661, acting on behalf of NCPA, to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, including any non-substantial modifications to Amendment 1 to Contract 21-SNR-02661 recommended and approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2025 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
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	_____	_____	_____

JAMES SHEPPARD
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710
1/10/2025

Sent via DocuSign

Mr. Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678-6420

Dear Mr. Howard:

The Northern California Power Agency (NCPA) and the Western Area Power Administration (WAPA) are parties to Base Resource Contract 21-SNR-02661. Under the Contract, WAPA provides NCPA a percentage of the Base Resource at the delivery point(s) listed in Exhibit A to the Contract.

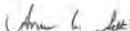
Beginning January 1, 2025, WAPA has transmission capacity from delivery points within its Sub-Balancing Authority Area to the Pacific Gas & Electric Company Default Load Aggregation Point. We would like to use this transmission capacity to benefit our customers located within the California Independent System Operator's (CAISO) Balancing Authority Area (BAA), but there is substantial work and coordination to be done with the CAISO and customers. To begin using the transmission capacity as quickly as possible, we have developed an interim program to apportion capacity to customers located in the CAISO BAA. The apportionment is based on each customer's weighted Base Resource percentage and will be provided on a take-or-pay basis.

Enclosed is Amendment 1 and Exhibit A, Revision 2, to Base Resource Contract 21-SNR-02661 providing for the apportionment of transmission capacity to NCPA. If NCPA would like to accept the apportionment of transmission capacity and the terms and conditions of Amendment 1 and Exhibit A, Revision 2, please have the appropriate official sign and have the signature attested. If you sign via DocuSign, DocuSign will automatically return fully executed documents. If signing with Adobe Sign, please return to Mr. Joshua Blake at jblake@wapa.gov. Once we have executed the documents, we will return a fully executed Amendment 1 and Exhibit A, Revision 2 for your files.

If you have any questions regarding the above, please contact Ms. Sandee Peebles at (916) 353-4454 or peebles@wapa.gov.

Sincerely,

Signed by:



7C108FDF1EAB474...

Arun K. Sethi

Vice President of Power Marketing for
Sierra Nevada Region

Enclosures

Amendment 1 to
Contract 21-SNR-02661

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 1
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

NORTHERN CALIFORNIA POWER AGENCY

Amendment 1 to
Contract 21-SNR-02661

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 1
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

NORTHERN CALIFORNIA POWER AGENCY

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
1. Preamble		1
2. Explanatory Recitals		1
3. Agreement		3
4. Term of Amendment		3
5. Modification of Section 8 (Delivery Arrangements) to the Primary Contract		3
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7. Electronic Signatures		4

Amendment 1 to
Contract 21-SNR-02661

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

AMENDMENT 1
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

NORTHERN CALIFORNIA POWER AGENCY

1. **PREAMBLE:**

This Amendment 1 is made this _____, between the UNITED STATES OF AMERICA, acting by and through, Department of Energy, Western Area Power Administration (WAPA) and the NORTHERN CALIFORNIA POWER AGENCY (NCPA), also hereinafter referred to individually as Party and together as Parties, as part of Contract 21-SNR-02661 (Primary Contract) pursuant to the same authorities as the Primary Contract, and subject to all of the provisions of the Primary Contract, except as herein amended.

2. **EXPLANATORY RECITALS:**

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), have agreed to work together to efficiently serve Project Use and Preference Customer loads.

2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan sets forth how WAPA's Sierra Nevada Region will market the power generated from the CVP and Washoe Project.

2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will provide 98 percent of available CVP power to its existing Customers. Existing Customers will have the right to extend 98 percent of their current Base Resource percentage as provided in the Marketing Plan and under the terms and conditions of this Contract.

2.5 Under separate contracts, WAPA has allocated a percentage of the Base Resource consistent with the Marketing Plan to certain NCPA members.

2.6 Those certain NCPA members, as identified in Exhibit A to this Contract, assigned their percentages of the Base Resource to NCPA under this Contract.

2.7 Under the Marketing Plan, WAPA requires that its Customers schedule power in accordance with applicable operating requirements, including those of the balancing authority area operator and WAPA's sub-balancing authority area requirements.

2.8 WAPA markets power to Federal Preference Customers at the lowest possible rates consistent with sound business principles pursuant to Section 1.1 of Delegation Order 00-037.00B.

2.9 WAPA, Pacific Gas and Electric Company (PG&E), and California Independent System Operator (CAISO) agreed WAPA would receive 200

megawatts (MW) transmission capability between Malin, Round Mountain, Cottonwood, or Tracy Substations and PG&E Default Load Aggregation Point (DLAP) in the CAISO balancing authority area under the extended Transmission Exchange Agreement, Contract 04-SNR-00788.

2.10 WAPA desires to use the transmission capability described in Section 2.9 to provide Base Resource to its customers located within the CAISO balancing authority area.

2.11 The Parties desire to amend the Primary Contract to reflect a new delivery point.

3. **AGREEMENT:**

The Parties agree to the terms and conditions set forth herein.

4. **TERM OF AMENDMENT:**

This Amendment 1 shall become effective the first day of the month following execution by WAPA; and shall remain in effect until terminated by WAPA or NCPA by providing sixty (60) days advance written notice or December 31, 2025, whichever occurs first.

5. **MODIFICATION OF SECTION 8 (DELIVERY ARRANGEMENTS) TO THE PRIMARY CONTRACT:**

Section 8 is hereby modified as follows:

8.1 WAPA will make the amount of NCPA's Base Resource described in Exhibit A available at PG&E DLAP and the remaining amount of NCPA's Base Resource available at the generator bus or such other delivery point(s) on the CVP transmission system as the Parties will mutually agree, as specified in Exhibit A. WAPA reserves Network Integration Transmission Service for the

delivery of Base Resource on the CVP transmission system under its Open Access Transmission Tariff (OATT). The rates and terms of this service shall be in accordance with WAPA's then-current rate schedule and OATT.

6. EXECUTION BY COUNTERPARTS:

This Amendment 1 may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment 1 may be detached by any counterpart of the Amendment 1 without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment 1 identical in form hereto, by having attached to it one or more signature pages.

7. ELECTRONIC SIGNATURES:

The Parties agree that this Amendment 1 may be executed by handwritten signature or digitally signed using DocuSign or Adobe Sign. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment 1 to be executed
2 the day and year first above written.

3
4 **NORTHERN CALIFORNIA POWER AGENCY**

5
6 **Attest:**

By:

Randy Howard

7 **By:**

Title: General Manager

8 **Name:**

Address:

9 **Title:**

10
11 **WESTERN AREA POWER ADMINISTRATION**

12
13 **By:**

Arun K. Sethi

14 **Title:** Vice President of Power Marketing
for Sierra Nevada Region

15 **Address:** 114 Parkshore Drive

Folsom, CA 95630-4710

Northern California Power Agency
Exhibit A, Revision 2 to
Contract 21-SNR-02661

EXHIBIT A
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, Revision 2, to be effective under and as part of Contract 21-SNR-02661 (Contract), shall become effective coincident with Amendment 1; shall supersede Exhibit A, Revision 1; and shall remain in effect until either superseded by another Exhibit A or termination of the Amendment.

2. On the effective date of this Exhibit A, Revision 2, NCPA's percentage of the Base Resource is 17.95811, which is made up of the following:

2.1

Assignee	Percentage
Alameda Municipal Power	1.18210
City of Biggs	0.28951
City of Gridley	0.64796
City of Healdsburg	0.24643
City of Lodi	0.55792
City of Lompoc	0.31618
City of Palo Alto	12.06299
Plumas-Sierra Rural Electric Cooperative	1.72328
Port of Oakland	0.59281
City of Ukiah	0.33893
Total	17.95811

2.2 Assignment of the above allocations shall remain in effect for the duration of the Contract or upon 90 days written notice from any of the above NCPA members or NCPA to WAPA requesting termination of the Assignment. If an NCPA member listed above or NCPA requests to terminate the Assignment, this Exhibit A will be modified to reflect the remaining Base Resource percentage.

3. NCPA's Base Resource percentage may be adjusted by WAPA as specified in the Contract.

4. NCPA's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.

5. WAPA shall provide up to 62 megawatts (MW) of Base Resource for all hours during the term of this Exhibit A, Revision 2, at the PG&E DLAP.

Northern California Power Agency
Exhibit A, Revision 2 to
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- 5.1. NCPA shall pay for 62 MW of transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor.
6. The point(s) of delivery on the CVP transmission system for NCPA's remaining Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by NCPA and approved by WAPA.
7. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.
8. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

Rate Schedule PACI-T4
(Supersedes Schedule PACI -T3)

**UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION**

**SIERRA NEVADA REGION
PACIFIC ALTERNATING CURRENT INTERTIE**

**RATE FOR SHORT-TERM SALES
(Approved August 30, 2024)
POINT-TO-POINT TRANSMISSION SERVICE**

Effective

October 1, 2024, through September 30, 2025, or until superseded by another rate schedule, whichever occurs earlier.

Applicable

To customers receiving Pacific Alternating Current Intertie (PACI) Point-to-Point (PTP) transmission for Statutory Service such as firm electric, priority use power, and project use from the Western Area Power Administration (WAPA), Sierra Nevada Region (SN). This applies to services that last no longer than one year.

Character and Conditions of Service

Transmission service for three-phase, alternating current at 60-hertz, delivered and metered at the voltages and points of delivery or receipt, adjusted for losses, and delivered to points of delivery. This service includes scheduling and system control and dispatch service needed to support the transmission service.

Formula Rate

The formula rate for PACI PTP transmission service includes three components.

Component 1

PACI Transmission Revenue Requirement **WAPA-SN's PACI Capacity**

Where:

PACI Transmission Revenue Requirement = Is WAPA-SN's costs associated with facilities that support the transfer capability of the PACI.

WAPA-SN's PACI Capacity = Is WAPA-SN's share of PACI transmission capacity, subject to curtailment under the current California-Oregon Intertie (COI) transfer capability.

WAPA-SN will update the rate from Component 1 at least 15 days before the start of the rate period. Rate change notifications will be posted on WAPA-SN's Open Access Same-Time Information System (OASIS).

Component 2

Any charges or credits associated with the creation, termination, or modification to any tariff, contract, or rate schedule accepted or approved by FERC or other regulatory body will be passed on to each relevant customer. The charges or credits apply to the service to which this rate methodology applies. When possible, WAPA-SN will pass through charges or credits directly to the customer in the same manner WAPA-SN is charged or credited. When not possible, the charges or credits will be passed through using Component 1 of the formula rate.

Component 3

Any charges or credits from the Host Balancing Authority for providing this service will be passed on to each relevant customer. When possible, WAPA-SN will pass through charges and

credits directly to the customer in the same manner WAPA-SN is charged or credited. When not possible, the charges or credits will be passed through using Component 1 of the formula rate.

Billing

The formula rate above applies to the maximum amount of capacity reserved for periods ranging from 1 hour to 1 month, payable whether used or not. Billing will occur monthly.

Adjustment for Losses

Losses incurred for service under this rate schedule will be accounted for as agreed to by the parties in accordance with the service agreement.

Audit Adjustments

Financial audit adjustments that apply to the formula rate under this rate schedule will be evaluated on a case-by-case basis to determine the appropriate treatment for repayment and cash flow management.