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Minutes - **DRAFT**

Date: February 25, 2021
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:31 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the January 28, 2021, Regular Commission Meeting

Motion: A motion was made by Mark Chandler and seconded by Jerry Serventi to approve the Minutes of the January 28, 2021, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Shasta Lake were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- COVID-19 restrictions continue to shift downward in cases and hospitalizations in Placer County. Sent a memo to Headquarters' employees offering to continue optional, full-time telecommuting through April 2, pending their manager's approval. Still have roughly a third of the employees working full-time in the building. At this time, no Headquarter employee is eligible for the vaccine.
- Last month, spoke at the American Public Power Association's (APPA) virtual Joint Action Agency workshop and shared what NCPA is doing with regards to green hydrogen. There is a lot of interest on this topic industry wide.
- APPA is holding their annual Legislative & Resolutions Committee meeting (virtual) next week. NCPA has submitted three resolutions (COVID Relief, Sediment Removal and Hydrogen) for Committee consideration and approval.

- Was asked to be the West Coast representative at the virtual meetings with the Chair and Commissioners of the Federal Energy Regulatory Commission next week. A representative from Texas and the East Coast will also be represented. Was also asked to speak at APPA's National Conference in Orlando, Florida mid-June.
- Continue to monitor and have some concerns with regards to NCPA's hydro resources for the summer and fall months – levels are going to be well under normal.
- During the Texas energy crisis this past week, NCPA's resources were all available and running. NCPA was not able to support Texas directly, but was available and supporting Arizona, Oregon and Washington. No NCPA service territories were impacted during the energy crisis.

4. Executive Committee

Executive Committee Chair Hagele reported the Executive Committee met once since the last Commission meeting. The Committee heard updates from the General Manager and General Counsel and met in closed session, which is Item 27 and 28 on today's agenda. No reportable action was taken in closed session. The next Committee meeting is scheduled for March 25.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met one since the last Commission meeting. The Committee discussed items 19-24 on today's agenda. A quorum of the Committee was established, and recommend Commission approval of all items.

6. Finance Committee

Finance Committee Chair Greg Scharff reported the Committee met once since the last Commission meeting. The Committee received a report on the current condition of the financial markets from PFM. PFM stated that rates are trending slightly above the lows of last year, however the federal funds futures are indicating the market is not expecting any rates actions through June 2021. NCPA staff provided presentations for agenda items 13 and 25 on today's agenda, and recommended Commission acceptance and approval of both items.

The Committee also discussed the long-term funding plan and status NCPA's pension program. The funding percentage continues to improve and reflected a 62% funding ratio. Staff noted there may be an opportunity to shift contributions between the pension and retiree medical plans to achieve greater leverage at paying down the unfunded liability quicker. The Committee asked for more time to review the data and plans to address this again at the May meeting. The Committee also discussed how to pay for a new Disaster Recovery Center. This is item 26 on today's agenda for discussion. The next Committee meeting is scheduled for May 11.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee met in Closed Session and discussed Items 27 and 28 on today's agenda. No reportable action taken on those items. The Committee discussed NCPA's Strategic Plan with regards to the organizational structure options for acquisition, ownership or construction of generation and transmission assets, the South Feather Water and Power Agency third phase agreement, and discussed the low carbon fuel standards' efforts. The next Committee meeting is scheduled for March 4.

8. Legislative & Regulatory Affairs Committee

L&R Committee Chair Mark Chandler reported the Committee met once since the last Commission meeting. The Committee discussed items 14, 16, 17, and 18 on today's agenda. A quorum of the Committee was established, and recommend Commission approval of all items. The Committee reviewed and discussed the FY2022 proposed budget to support the Legislative and Regulatory Affairs programs. The Committee recommended Commission approval of the proposed budget. The Committee also heard reports from staff and consultants on federal, state, and regulatory issues, as well as customer programs. The next meeting Committee meeting is scheduled for April 28.

9. Members' Announcements & Meeting Reporting

Basil Wong, **Santa Clara**, introduced the new incoming Santa Clara Commissioner, Council Member Sudhanshu "Suds" Jain, and Alternate Commissioner, Council Member Kathy Watanabe.

Chair Hagele, **Healdsburg**, announced the completion of the City of Healdsburg's Floating Solar Project. The project is sited on ponds at the City's wastewater treatment plant, and is the largest solar project completed in the United States to date.

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.

Staff pulled item 15 from the Agenda.

Motion: A motion was made by Mark Chandler, and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 – Item 15 was pulled from the Agenda. The motion carried by a majority of those members present on a roll call vote with abstentions noted below for each item. *San Francisco BART and Shasta Lake were absent.*

10. NCPA's Financials for the Month Ended January 31, 2021 – approval by all members.

11. Treasurer's Report for the Month Ended January 31, 2021 – accept by all members.

12. Disposal of NCPA Surplus Property – note and file by all members the disposal of a trench CCVT.
Fiscal Impact: This report has no direct fiscal impact to the Agency.

13. Accept the Debt and Interest Rate Management Report – December 31, 2020 – accept and file by all members the Debt and Interest Rate Management Report for the period ending December 31, 2020.

Fiscal Impact: The total projected savings over the life of the interest rate swaps was \$13.9 million at the inception of these agreements. Total projected savings through December 31, 2020, was \$8.0 million with actual results at \$13.0 million. The difference between expected savings and actual savings is due to "basis risk," or the difference between what NCPA pays on the variable rate bonds and the index rate received in the swap transaction. Total basis risk to date is positive, resulting in additional savings of \$5.0 million. Staff continues to monitor the potential for refinancing these bonds and terminating the swaps, however, the large mark-to-market termination payment due to Citibank, N.A. of over \$20.2 million is making a potential refund not a feasible option at this time.

14. Resolution No. 21-11, AESI-US, Inc. - Two Year Multi-Task Consulting Services Agreement for Utility Physical Security Plan Evaluation Services; Applicable to the following: Northern

California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the

General Manager or his designee to execute a Multi-Task Consulting Services Agreement with AESI-US, Inc., for Utility Physical Security Plan Technical Advisory and/or Independent Evaluation Services, with any non-substantial changes recommended and approved by the NCPA General Counsel.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over two years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Support Services Program Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously approved funds in NCPA's existing budget.

- 15. Resolution No. 21-12, Burns & McDonnell Engineering Company, Inc. - Two Year Multi-Task Consulting Services Agreement for Utility Physical Security Plan Evaluation Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Burns & McDonnell Engineering Company, Inc., for Utility Physical Security Plan Technical Advisory and/or Independent Evaluation Services, with any non-substantial changes recommended and approved by the NCPA General Counsel.**

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over two years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Support Services Program Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously approved funds in NCPA's existing budget.

- 16. Resolution No. 21-13, iParametrics LLC. - Two Year Multi-Task Consulting Services Agreement for Utility Physical Security Plan Evaluation Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with iParametrics LLC for Utility Physical Security Plan Technical Advisory and/or Independent Evaluation Services, with any non-substantial changes recommended and approved by the NCPA General Counsel.**

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over two years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Support Services Program Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously approved funds in NCPA's existing budget.

- 17. Resolution No. 21-14, TRC Solutions, Inc. - Two Year Multi-Task Consulting Services Agreement for Utility Physical Security Plan Evaluation Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with TRC Solutions, Inc., for Utility Physical Security Plan Technical Advisory and/or Independent Evaluation Services, with any non-substantial changes recommended and approved by the NCPA General Counsel.**

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over two years to enable NCPA, NCPA Members, SCPA, and SCPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Support Services Program Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously approved funds in NCPA's existing budget.

18. Resolution No. 21-15, Guidehouse Inc. - Two Year Multi-Task Consulting Services Agreement for Utility Physical Security Plan Evaluation Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPA), and SCPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Guidehouse, Inc., for Utility Physical Security Plan Technical Advisory and/or Independent Evaluation Services, with any non-substantial changes recommended and approved by the NCPA General Counsel.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over two years to enable NCPA, NCPA Members, SCPA, and SCPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Support Services Program Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously approved funds in NCPA's existing budget.

19. Resolution No. 21-16, SEL Engineering Services, Inc. – Five Year Multi-Task Professional Services Agreement for Protective Relay and Automation Design; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPA), and SCPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with SEL Engineering Services, Inc., for protective relay and automation design 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 SCPA, and SCPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

20. Resolution No. 21-17, GEI Consultants, 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 (SCPA), and SCPA 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 GEI Consultants, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$3,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPA, and SCPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$3,000,000 over the remaining approximately three years of the contract.

21. Resolution No. 21-18, d'Heurle Systems, Inc. – Five Year Multi-Task General Services Agreement for General Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, except the Lodi Energy Center – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with d'Heurle Systems, Inc., for general mechanical, electrical and control system engineering and support, with any non-substantial changes recommended and approved by

the NCPA General Counsel, which shall not to exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, except the Lodi Energy Center.

Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$2,500,000 over five years.

Redding and Truckee Donner abstained.

- 22. Resolution No. 21-19, Granite Construction Company – Five Year Multi-Task General Services Agreement for Miscellaneous Maintenance General Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, except the Lodi Energy Center** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement with Granite Construction Company for general maintenance services, including grading, excavation, and paving, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000, for use at any facilities owned and/or operated by NCPA, except the Lodi Energy Center.

Fiscal Impact: Total cost of the agreement is not to exceed \$1,000,000 over five years.

Redding abstained.

- 23. Resolution No. 21-20, Grant of Easement and Easement Agreement with the Beigel Family; Applicable to the following: NCPA Geothermal Facility** – adopt resolution by all members delegating authority to the General Manager or his designee to enter into a Grant of Easement and Easement Agreement with the Beigel family, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at NCPA’s Geothermal Facility.

Fiscal Impact: A payment of \$6,934 will be made to the current Beigel family landowners, as calculated based on the Consumer Price Index (CPI), which covers NCPA’s easement access for the initial five year term. For the successive five year extensions, the payment will continue to be calculated based on increases in the CPI. Funds for this easement access agreement were included in the current fiscal year budget and are available in the Generation Services account. Cost allocation will be based on the Project Participant percentages.

Redding and Truckee Donner abstained.

- 24. Resolution No. 21-21, Updates and Modifications to the Nexant Cost Allocation Model for FY2022** – adopt resolution by all members approving the updates and modifications to the Nexant Model as proposed by staff in order to allocate budgeted costs to members for Fiscal Year 2022.

Fiscal Impact: The recommended adjustments will result in a change to all applicable Members’ allocated share of Power Management costs by varying amounts.

- 25. Resolution No. 21-22, Review and Approve the NCPA Investment Policy and Guidelines No. 200-100** – adopt resolution by all members approving revisions to NCPA’s Investment Policy and Guidelines No. 200-100.

Fiscal Impact: The increase of the maximum allowable concentration for municipal bonds from 20%-30% is projected to result in approximately \$10,000 in additional interest income in fiscal year 2021.

DISCUSSION / ACTION ITEMS

- 26. Facility Purchase Agreement and Loan Documents for the Disaster Recovery and Business Resiliency Operations** – staff to present and discuss the purchase of property to serve as NCPA’s new Disaster Recovery and Business Resiliency Operations Center.

Assistant General Manager Monty Hanks provided a presentation and background on the Disaster Recovery Center lease agreement and options. The Commission discussed and asked questions. No action was taken on this item.

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

CLOSED SESSION

27. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.

28. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The February 25, 2021, Commission meeting was adjourned at 10:59 am by Chair David Hagele.

Respectfully submitted,

DAVID HAGELE
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
 Commission Meeting / Teleconference
 February 25, 2021
 COMMISSIONERS
 Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Paul Eckert
4 - HEALDSBURG	Chair David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	Jared Carpenter
9 - PLUMAS-SIERRA REC	Mike Brozo
10 - REDDING	Julie Winter
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Sudhanshu Jain
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	Joe Horvath
16 - UKIAH	Mel Grandi

**Northern California Power Agency
Commission Meeting / Teleconference
February 25, 2021
Attendance List**

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

NAME	AFFILIATION
Nico Procos	Alameda
Terry Crowley	Healdsburg
Jeff Berheimer	Lodi
Charles "CJ" Berry	Lompoc
Dan Beans	Redding
Todd White	Roseville
Kathy Watanabe	Santa Clara
Basil Wong	Santa Clara
Manuel Pineda	Santa Clara
Kathleen Hughes	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Tony Zimmer	NCPA
Cary Padgett	NCPA
Bob Caracristi	NCPA
Randy Bowersox	NCPA
Mike Whitney	NCPA



CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single-roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar.

Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: February 25, 2021

Consent Items Listed on the Agenda: # 10 to # 25

Consent Items Removed from the Agenda and Approved Separately:

15, pulled from agenda

ROLL-CALL VOTE BY MEMBERS: P.A. 1 RSVL

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	
Redding	<u>21, 22, 23</u>	Y	
Roseville		Y	
San Francisco BART			X
Santa Clara		X	
Shasta Lake			X
Truckee Donner	<u>21, 23</u>	Y	
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST: _____
 Cary A. Padgett, Commission Assistant Secretary

**NORTHERN CALIFORNIA POWER AGENCY
COMMISSION ROLL CALL VOTE**

Lodi / Alameda

TOPIC: Meeting Minutes

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

Passed and adopted this 25th day of February 2021, by the above vote on roll call.

ATTEST: 
 CARY A. PADGETT
 Commission Assistant Secretary



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Commission Staff Report

AGENDA ITEM NO.: **5**

Date: March 25, 2021
To: NCPA Commission
Subject: March 3, 2021 Facilities Committee Meeting Minutes

The attached Draft Minutes are being provided for information and to augment the oral Committee report.



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Minutes – Draft

Date: March 15, 2021
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: March 3, 2021 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong (Santa Clara) at 9:02 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle, and Vidhi Chawla (Alameda), Mark Sorensen (Biggs), Terry Crowley (Healdsburg), Jiayo Chiang (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Brian Schinstock (Roseville), and Steve Hance, Paulo Apolinario, Eric Shum, and Monica Nguyen (Santa Clara). Owen Goldstrom (non-voting Member with TID) also attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Redding, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the February 3, 2021 Facilities Committee meeting, and the February 10, 2021 Special Facilities Committee meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Mark Sorensen recommending approval of the minutes from the February 3, 2021 Facilities Committee meeting, and the February 10, 2021 Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Nor-Cal Controls ES, Inc. MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. for engineering and technical support services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with Nor-Cal Controls ES, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. This is an enabling agreement with no commitment of funds. 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 currently has agreements in place for similar services with d'Heurle Systems, Inc. and Wunderlich-Malec Systems, Inc. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. for engineering and technical support 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. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – Blue Sky Environmental, Inc. MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc. for rata, source, and emissions testing, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

Blue Sky Environmental, Inc. was the successful bidder on a recent solicitation for testing services at the CT1 facility. 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. This is an enabling agreement with no commitment of funds. NCPA currently has agreements in place for similar services with Air Hygiene International, Inc. and Montrose Air Quality Services, LLC. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc. for emission, rata and source testing 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. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – Bay Cities Pyrotector, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

The vendor providing these services currently at the CT facilities has been unsatisfactory. Bay Cities Pyrotector, Inc. was the successful bidder on a recent solicitation for fire system maintenance at the CT facilities. NCPA has utilized Bay Cities Pyrotector, Inc. for various projects in the past, and has been pleased with their performance. 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. This is an enabling agreement with no commitment of funds. NCPA currently has an agreement in place for similar services with Sabah International. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

6. **All NCPA Facilities, Members, SCPPA – Groome Industrial Service Group, LLC MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Groome Industrial Service Group, LLC for ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA has a current agreement in place with Groome Industrial Service Group, LLC, 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. This is an enabling agreement with no commitment of funds. Current agreements in place for similar services include Precision Iceblast Corporation and Jan-Pro, of the Greater Bay Area. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Mike Brozo and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Groome Industrial Service Group, LLC for ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and COVID-19 cleaning related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

7. **All NCPA Facilities (Except LEC), Members – Allied Power Group, LLC –** Staff was seeking a recommendation for Commission approval of a twenty-five year Maintenance Management Program Agreement with Allied Power Group, LLC for gas turbine preventative maintenance services, with a not to exceed amount of \$18,000,000, for use at all facilities owned and/or operated by NCPA (except LEC) and NCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. **** This item was pulled from the agenda. ****
8. **All NCPA Facilities – Maxim Crane Works, L.P. MTGSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Maxim Crane Works, L.P. for crane related services, with a not

to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with Maxim Crane Works, L.P., 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. This is an enabling agreement with no commitment of funds. NCPA has agreements in place for similar services with American Crane Rental, Hatton Crane & Rigging, OST Trucks & Cranes, Summit Crane Company and Titan Crane & Rigging. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Mark Sorensen and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Maxim Crane Works, L.P. for crane 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. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

9. **All NCPA Facilities, Members, SPCPA – Nate’s Tree Service, Inc. MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Nate’s Tree Service, Inc. for vegetation management including tree and brush removal services, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SPCPA, and SPCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

Nate’s Tree Service, Inc. is a new vendor for NCPA, so no previous agreements exist. Nate’s Tree Service was the successful bidder on a recent solicitation for tree removal services. 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. This is an enabling agreement with no commitment of funds. NCPA has agreements in place for similar services with Kimberly Fields, Ronwright Logging and Tanner Logging. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by CJ Berry and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nate’s Tree Service, Inc. for vegetation management services, 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 all facilities owned and/or operated by NCPA, NCPA Members, by SPCPA, and SPCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

10. **All NCPA Facilities, Members, SPCPA – Capital Industrial Restoration, Inc. MTGSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Capital Industrial Restoration, Inc. for industrial coatings, concrete maintenance and other general masonry tasks, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPCPA and SPCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA has a current Short Form Agreement (SFA) in place with Capital Industrial Restoration, Inc. NCPA has been pleased with this vendor, and believe this vendor has demonstrated capabilities for larger projects. NCPA desires to enter into this agreement to facilitate competition on larger projects, and so established terms and conditions are in place should this vendor be the successful bidder on future projects. This is an enabling agreement with no commitment of funds. NCPA has agreements in place for similar services with Syblon Reid, Ford Construction, Granite Construction, KW Emerson, and George Reed. A draft Commission Staff Report and the draft agreement were available for review. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Mark Sorensen and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Capital Industrial Restoration, Inc. for industrial coatings, concrete maintenance and masonry services, 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, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 11. Western Area Power Administration 2021 Renewable Energy Credit Program** – Staff provided background information and was seeking a recommendation for Commission approval of a Letter of Agreement developed for administering the Western Area Power Administration 2021 Renewable Energy Credit Program.

Northern California Power Agency (NCPA) Members are subject to a variety of environmental mandates that require the use of RECs to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources. The NCPA Members are preference power customers of WAPA, and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP).

By June 1, 2021, Base Resource customers will have to elect to participate in the CY 2021 WAPA REC Program. NCPA has participated in the program on behalf of the Pool Members in the past. Palo Alto has elected to participate in the program separately. The cost for participation, limited to REC transfer costs, and other administrative costs passed-through by Western, is historically less than \$10,000.

Motion: A motion was made by Mark Sorensen and seconded by Jiayo Chiang recommending Commission approval of the 2021 REC Program Letter of Agreement, and to authorize the General Manager of NCPA to execute the 2021 REC Program Letter of Agreement on behalf of NCPA, including any non-substantive modifications to the 2021 REC Program Letter of Agreement approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, and Santa Clara. The motion passed.

- 12. San Jose Clean Energy Services Agreement Extension** – Staff presented background information and was seeking a recommendation for Commission approval of an extension to the San Jose Clean Energy (SJCE) Services Agreement to extend the term of services through August 31, 2022.

NCPA entered into a Services Agreement with the City of San Jose on May 7, 2018, in which NCPA supplies a variety of wholesale market services to SJCE. NCPA also acts as the SCID for SJCE. The end of the initial term of the Services Agreement was August 31, 2020. An amendment

was done to extend the term of the agreement to August 31, 2021. The Services Agreement can be extended by election of the Parties for a term of two years, or an alternative period of time.

SJCE has expressed interest in extending the Services Agreement for a third term through August 31, 2022, for a one year extension. No additional amendments to the agreement have been proposed at this time. The compensation for a third term will be \$668,561 for services rendered. Pursuant to Section 12 of the Services Agreement, SJCE maintains a security deposit with NCPA to mitigate the risk of default. SJCE's security deposit is a function of its open position, and as such the security deposit amount will be adjusted accordingly, as needed.

Motion: A motion was made by Shiva Swaminathan and seconded by Mike Brozo recommending Commission approval of Amendment No. 3 to the SJCE Services Agreement, and to authorize the General Manager of NCPA to execute Amendment No. 3 to the SJCE Services Agreement on behalf of NCPA, including any non-substantive modifications to Amendment No. 3 to the SJCE Services Agreement approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Healdsburg, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

13. Replacement Capacity for Collierville Dual Unit Outage – Staff presented and reviewed a proposed Amendment to the Facilities Schedule 7, Section 4.7 for Outage Coordination, to authorize NCPA to be able to purchase replacement Resource Adequacy capacity for the Collierville (CV) dual unit outage scheduled in CY 2021.

During CY 2021, planned maintenance is scheduled for both CV Units 1 and 2, October 1-3, 2021, creating a dual outage for three days. After the dual outage, CV Unit 1 will be in a single unit outage from October 4-15, 2021, and CV Unit 2 will be in another single unit outage from October 18-29, 2021. Net qualifying capacity for these two units is approximately 246.86 MW total, with approximately 124 MW for each unit. Full available RA capacity is expected to be claimed for the month of October 2021. Planned outage replacement can be supplied from system and/or local RA. To ensure NCPA is able to perform the maintenance during CY 2021 CV dual unit outage, NCPA would like to seek authority to procure substitute RA. Staff will seek to purchase approximately 124 MW of substitute RA, which is the single unit outage volume. Cost of the substitute RA will be allocated to Participants based on the claimed or sold RA volumes.

Procurement authority falls under the Facilities Agreement Section 4.3(c)(5) for Project Maintenance, and under Facilities Schedule 7 for the North Fork Stanislaus River Hydroelectric Development Project Operating Procedures. Staff is proposing an Amendment to Facilities Schedule 7, Section 4.7 for Outage Coordination with additional language added delegating authority to NCPA to purchase substitute AR to enable outage coordination to be scheduled and performed. This will enable the opportunity for Members to provide alternate RA supply as a self-provision. If voluntary substitute RA is not supplied by a Project Participant, NCPA would be authorized to purchase substitute RA on their behalf. Staff is asking that Committee Members please review the proposed amendment, and contact staff with any questions you may have. This item will be brought back to the next Facilities Committee meeting to seek a recommendation for Commission approval of this amendment.

14. Proposed FY2022 Annual Budget Review and Approval – Staff presented and reviewed an updated budget for FY 2022.

Budget challenges for FY 2022 include forward market prices that are up from FY 2021 which has both positive and negative impacts, property insurance is up by 76%, liability insurance is up by 54%, the LEC loss, and wheeling access charges for the low and high voltage rates that continue

to increase. Strategic goals include expansion of customers and projects, assessment of plant technology options, and transitioning from a low to medium impact entity.

Changes to the proposed FY 2022 budget since the last presentation in February include decreased travel and training, and decreased legal costs for the Administrative and Executive Services departments. Geo Plant changes include decreased net project costs, and removal of a new FTE. The Power Management department has decreased travel and training costs. Member contracts have increased, load aggregation costs have decreased, GHG obligation requirements have increased and NCPA contract costs have decreased. The TANC PTO pass through costs have also increased.

The total proposed Hydro budget for FY 2022 is approximately \$32,458,255 with a net increase of \$3,291,413 to Project Participants. The total proposed Geo budget is approximately \$11,798,479 with a net increase to Project Participants of \$3,292,654. The CT1 proposed budget is \$5,722,893 for a net decrease of \$799,285 to Project Participants. The CT2 proposed budget is \$5,745,365 with a net increase of \$127,559 to the Project Participants. Power Management's budget has a slight increase of \$574,764 for a total proposed budget of \$11,855,988. And the Executive and Administrative Services proposed budget is also slightly increasing by \$476,139 for a total of \$16,798,347. Salaries and benefits are increasing by approximately \$1.6 million dollars. The total overall proposed FY 2022 adjusted net annual budget cost is \$441,456,942 with a \$10,272,412 total increase at 2.4%.

The next steps in this process include presenting to the Utility Director's and Commissioners in March for review. Then final adjustments and allocations following those reviews. With Facilities Committee final review and a recommendation for Commission approval in April. The proposed budget has been published to NCPA Connect for review. Please contact staff with any questions you may have.

- 15. South Feather Water and Power Agency PPA and Member Third Phase Agreement – Staff** planned to review and seek a recommendation for Commission approval of a Power Purchase Agreement and Third Phase Agreement for the South Feather Water and Power Hydroelectric Project. ***** This item was pulled from the agenda. *****

INFORMATIONAL ITEMS

- 16. Glover Solar Project – Staff** reviewed the draft Power Purchase Agreement (PPA) and Third Phase Agreement for the Glover Solar Project, pursuant to which NCPA will purchase output from the Project on behalf of the Participating Members.

NCPA is actively negotiating a 15 year PPA with Glover Solar, LLC. NCPA will purchase the total facility output. The Glover 20 Solar PV Project is a 19.95 MW Solar Photovoltaic Project located in Tulare County. The project is scheduled to be completed by December 31, 2023. The facility output includes energy, environmental attributes, and capacity attributes. The contract price is \$24.98 MWh with no escalation in pricing. Project Participants for this project include Lodi at 10 MW, and SVP and Lompoc at 5 MW each.

Staff is currently working on the final draft of the PPA with an estimated completion date of March 31, 2021. The draft Third Phase Agreement will be distributed to the Project Participants shortly. This item will be brought back to the next Facilities Committee meeting for final review and to seek a recommendation for Commission approval pending CAISO GIDAP study results.

17. New Business Opportunities – Staff provided an update regarding new business opportunities.

South Sutter Water District (Camp Far West) – Staff is currently developing a PPA.

Eldorado Irrigation District (P184 Powerhouse) – Staff submitted an indicative offer, but the offer was not accepted.

SFWPA (South Feather Hydroelectric) – The final PPA is under development, as well as a Third Phase Agreement. Member subscriptions will follow. Staff will bring this item back to the Facilities Committee for final review and approval once completed.

Glover Solar – The final PPA is under development. Staff will bring this item back to the Facilities Committee for final review and approval before moving forward.

NCPA Renewables RFP – Review of additional proposals is underway. Please contact staff regarding interest in projects.

SVCE / 3CE SC Services RFP – A RFP was issued February 15, 2021 with responses due March 15, 2021. Services requested include load based services including initiation, then ongoing services for scheduling cycles, settlements, and data transfer and compliance support. Load and optimization services was also requested for modeling and testing of models to optimize the combination of loads and resources with regular review of results. This addition of services would add a lot of extra work for staff, so augmentation may be needed. A conservative response may be submitted. Please contact staff with interest and any questions.

18. NCPA Generation Services Plant Updates – Plant Staff provided the Committee with an informational update on current plant activities and conditions.

Geo – There were no safety recordables in February. However, there were two near misses with two contractors on LOTOT's. The projects were stopped, incidents reviewed, and the NCPA LOTOT procedures were reviewed with both contractors. Full time plant supervision has been established over craft labor. The average net generation for February was 93.1 MW, with the estimated total net generation at 62.5 GWh. The FY 2021 actual net generation is at 515.2 GWh YTD, exceeding the forecasted total of 497.3 GWh YTD, or 3.6% above forecasted. Unit 4 was offline February 16-19, 2021, for lube oil pump replacement. The Orr Protection Systems contractor was mobilized for the Plant 1 Fire System Upgrade Project. As well, the SitelogIQ contractor was also mobilized for the Plant 1 HVAC Project. Staff recommends removal of the old filter press building for Plant 2 Stretford that was upgraded in 2019. Demo of the old filter press building was not included in the scope of work. The old filter press building is a safety hazard with the building heavily corroded, and structurally weak. First steps include engineered demolition plans for contractors to bid for the scope, starting in FY 2022. This project is to be paid from funds already collected for decommissioning.

CTs – February was a busy month for the CTs. Zero starts were forecasted for both CT1 and CT2. However, CT1 had 24 actual starts bringing the FYTD to 210 starts, and CT2 also had 16 starts bringing that FYTD to 96. Three of those actual starts occurred during Realtime. CT1 Lodi had a planned outage for replacement of the generator circuit breaker, work on the transformer, valves, batteries, and basic routine work. During the February weather event there were no problems with any of the units. The approximate margin for CT1 was \$480,000, and CT2 was \$565,000.

Hydro – The precipitation index for water year 2021 is still not looking good, with a 13 inch deficit so far, and counting. The average statewide percent of the April 1, 2021 date is at 54%, and the percent of normal for this date is 61%. The central Sierra is actually above that amount with 61% of the April 1 average, and 69% of normal for this date. Hopefully March and April will bring more rain and snow.

19. Planning and Operations Update – Agreement of Cotenancy in the Castle Rock Junction to Lakeville 230 kV Transmission Line.

NCPA is a cotenant and Party to the Agreement of Cotenancy in the Castle Rock Junction to Lakeville 230 kV transmission line, with the Cotenancy line connecting the NCPA Geothermal projects to the CAISO controlled grid. On July 30, 2018 CDWR provided notice of its intent to withdraw from the Agreement. The transmission entitlements include:

- NCPA – 73.9 MW (49.9 MW Ownership with 24.0 CDWR Layoff)
- SVP – 91.1 MW (60.1 MW Ownership with 31.0 CDWR Layoff)
- CDWR – 110 MW (55 MW Layoff to NCPA)
- PG&E – 931 MW

PG&E's position to date is that CDWR is responsible for 100% of their entitlement share of the decommissioning costs. CDWR's position to date is that CDWR is responsible for none of the decommissioning costs. This issue remains outstanding. Key next steps include NCPA Members to establish a position, decide how much capacity NCPA should maintain, and how to address the decommissioning costs. Negotiation of this issue needs to be reengaged with CDWR and PG&E. CDWR filed a claim in the PG&E bankruptcy case, for O&M fees, which is in the claims settlement phase. All claims automatically go to mediation. PG&E informally told CDWR that it will deny the claim due to the outstanding dispute going on with the Cotenancy line. PG&E intends to seek a resolution with the bankruptcy mediation process. The standard timeline for mediation is 42 days from the date of the PG&E formal notice.

20. Next Meeting – The next Facilities Committee meeting is scheduled for April 7, 2021.

ADJOURNMENT

The meeting was adjourned at 12:53 pm by the Committee Chair.

Teleconference call only due to Covid19

Northern California Power Agency March 3, 2021 Facilities Committee Meeting Attendance List

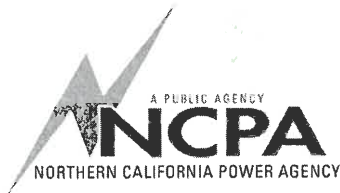
NCPA Facilities Committee Members are requested to sign, but signature by members of the public is voluntary.

<u>MEMBER</u>	<u>NAME</u>
ALAMEDA	✓
BART	
BIGGS	✓
GRIDLEY	
HEALDSBURG	✓
LODI	✓
LOMPOC	✓
PALO ALTO	✓
PLUMAS-SIERRA REC	✓
PORT OF OAKLAND	✓
REDDING	
ROSEVILLE	✓
SANTA CLARA	✓
TID	✓ (non-voting)
UKIAH	

**Northern California Power Agency
March 3, 2021 Special Facilities Committee Meeting
Attendance List**

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

<u>NAME</u>	<u>AFFILIATION</u>
Carrie Pollo	NCPA
Tary Zimmer	NCPA
Jane Luckhardt	NCPA
Joel Nedlesma	NCPA
Marty Hanks	NCPA
Sandra Ainsworth	NCPA



Commission Staff Report

March 17, 2021

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: February 28, 2021 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	City of Lodi <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<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>		

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for February 28, 2021.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 25, 2021 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited February 28, 2021 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The financial report 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.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of February 2021

Operations:

Geothermal	\$	1,850,282
Hydroelectric		3,001,993
CT#1 Combustion Turbines		44,690
CT#2 STIG		477,119
Lodi Energy Center		5,806,308
NCPA Operating		44,486,819
Total	\$	<u>55,667,211</u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED FEBRUARY 28, 2021

PERCENT OF
 YEAR ELAPSED
 67%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,631,344	\$ 12,516,271	\$ 20,872,106	60%	
Debt Service (Net)	2,782,355	22,258,842	33,388,263	67%	
Annual Budget Cost	4,413,699	34,775,113	54,260,369	64%	
Geothermal					
Other Plant Cost	2,538,766	20,431,498	30,610,931	67%	
Debt Service (Net)	412,538	3,300,307	4,950,461	67%	
Annual Budget Cost	2,951,304	23,731,805	35,561,392	67%	
Combustion Turbine No. 1	578,062	4,240,001	7,883,578	54%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	54,027	1,504,441	910,006	165%	(a)
Other Plant Cost	198,072	1,856,937	2,252,911	82%	(a)
Debt Service (Net)	402,180	3,217,441	4,826,162	67%	
Annual Budget Cost	654,279	6,578,819	7,989,079	82%	
Lodi Energy Center					
Fuel	5,321,795	22,056,549	32,955,703	67%	
Other Plant Cost	2,853,235	15,413,498	33,571,561	46%	
Debt Service (Net)	2,168,653	17,349,223	26,023,835	67%	
Annual Budget Cost	10,343,683	54,819,270	92,551,099	59%	
Member Resources - Energy	3,656,155	38,789,538	60,055,852	65%	
Member Resources - Natural Gas	60,783	2,263,115	2,442,174	93%	(b)
Western Resources	1,424,352	17,350,366	29,869,636	58%	
Market Power Purchases	3,062,749	23,708,585	27,422,650	86%	(c)
Load Aggregation Costs - CAISO	77,727,048	515,843,814	250,995,102	206%	(d)
Net GHG Obligations	375,900	1,209,770	-	N/A	
	105,248,014	723,310,196	569,030,931	127%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	630,451	5,052,412	2,674,231	189%	(e)
Wheeling Access Charge	7,899,598	70,556,119	112,666,513	63%	
Ancillary Services	1,500,841	13,694,241	3,750,031	365%	(f)
Other ISO Charges/(Credits)	(4,977,050)	(3,231,473)	935,326	-345%	(g)
	5,053,840	86,071,299	120,026,101	72%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	131,054	1,059,391	2,180,121	49%	
Regulatory Representation	56,876	482,872	715,280	68%	
Western Representation	47,648	384,701	716,059	54%	
Customer Programs	31,532	278,283	476,652	58%	
Judicial Action	1,908	381,891	460,000	83%	(h)
<u>Power Management</u>					
System Control & Load Dispatch	470,458	4,134,941	6,765,755	61%	
Forecasting, Planning, Prescheduling & Trading	262,894	1,880,365	2,934,342	64%	
Industry Restructuring & Regulatory Affairs	32,328	271,487	425,152	64%	
Contract Admin, Interconnection Svcs & External Affairs	78,549	652,708	999,897	65%	
Gas Purchase Program	3,895	40,602	81,738	50%	
Market Purchase Project	6,770	59,516	117,239	51%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED FEBRUARY 28, 2021

PERCENT OF
 YEAR ELAPSED
 67%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	74,855	173,513	229,845	75%	(i)
Settlements	44,684	457,941	923,646	50%	
Integrated Systems Support	10,528	129,283	266,055	49%	
Participant Pass Through Costs	81,274	893,316	1,590,641	56%	
Support Services	70,768	1,452,027	-	N/A	
	1,406,021	12,732,837	18,882,422	67%	
TOTAL ANNUAL BUDGET COST	111,707,875	822,114,332	707,939,454	116%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	18,323,636	86,551,903	105,258,271	82%	(j)
Member Resource ISO Energy Sales	2,339,503	22,493,705	26,421,509	85%	(k)
Member Owned Generation ISO Energy Sales	9,585,889	60,259,351	69,679,260	86%	(l)
Customer Owned Generation ISO Energy Sales	6,382	43,636	-	N/A	
NCPA Contracts ISO Energy Sales	3,389,816	16,424,685	18,914,977	87%	(m)
Western Resource Energy Sales	436,346	17,686,816	17,480,649	101%	(n)
Load Aggregation Energy Sales	31,212,996	232,580,274	-	N/A	
Ancillary Services Sales	1,478,118	5,973,628	3,988,092	150%	(o)
Transmission Sales	9,198	73,584	110,376	67%	
Western Credits, Interest and Other Income	11,677,520	122,688,494	34,901,791	352%	(p)
	78,459,404	564,776,076	276,754,925	204%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 33,248,471	\$ 257,338,256	\$ 431,184,529	60%	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 852% of budgeted MWhs at 2/28/21. Fuel costs, CA ISO charges, and variable costs have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated natural gas purchases for Biggs, Gridley, Healdsburg, Lodi, Lompoc, and Ukiah.
- (c) Increase due to higher than anticipated market purchases and price per Mwh.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. In addition, NCPA load quantities also increased in response to the heatwave.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (g) Increase due to unbudgeted revenues related to East Bay Community Energy, San Jose Community Energy, and NCPA Pool. Additionally, during system events like what was experienced in August, the CAISO must increase out-of-market actions, which when taken will result in unanticipated costs. CAISO dispatched as much system capacity as possible, which will result in increased neutrality costs.
- (h) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (i) Increase relates to the payment of a full year of Moody's Analytics service. Budget variance expected to decrease throughout the year.
- (j) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (k) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (l) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (m) Increase due to high market prices from August through October.
- (n) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (o) Increase due to August through October heat events and continued stronger than normal CAISO market. Heat events have an impact on energy prices and costs/revenues as well as Ancillary Services.
- (p) Variance caused by unbudgeted revenue from customers.

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

	February 28,	
	2021	2020
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 34,719	\$ 16,123
Investments	45,249	61,211
Accounts receivable		
Participants	259	3,098
Other	883	2,448
Interest receivable	395	554
Inventory and supplies	6,049	8,891
Prepaid expenses	5,133	2,158
TOTAL CURRENT ASSETS	92,687	94,483
RESTRICTED ASSETS		
Cash and cash equivalents	50,873	44,385
Investments	193,031	177,089
Interest receivable	517	647
TOTAL RESTRICTED ASSETS	244,421	222,121
ELECTRIC PLANT		
Electric plant in service	1,493,999	1,508,124
Less: accumulated depreciation	(1,038,145)	(1,024,637)
	455,854	483,487
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	455,854	483,669
OTHER ASSETS		
Regulatory assets	219,679	219,685
Preliminary survey and investigation costs	-	685
Investment in associated company	265	265
TOTAL ASSETS	1,012,906	1,020,908
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	15,542	26,018
Pension and OPEB deferrals	16,936	17,055
Asset retirement obligations	61,920	62,030
TOTAL DEFERRED OUTFLOWS OF RESOURCES	94,398	105,103
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,107,304	\$ 1,126,011

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February 28,	
	2021	2020
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 49,251	\$ 39,220
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,647
Operating reserves	22,818	19,366
Current portion of long-term debt	43,035	39,935
Accrued interest payable	4,722	6,578
TOTAL CURRENT LIABILITIES	120,819	106,756
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	63,003	66,126
Operating reserves and other deposits	141,255	135,353
Interest rate swap liability	20,209	15,747
Asset retirement obligations	67,633	66,137
Long-term debt, net	567,811	614,347
TOTAL NON-CURRENT LIABILITIES	859,911	897,710
TOTAL LIABILITIES	980,730	1,004,466
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	86,704	82,417
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	91,441	88,219
NET POSITION		
Net investment in capital assets	(25,541)	(29,229)
Restricted for debt service	40,249	28,434
Unrestricted	20,425	34,121
TOTAL NET POSITION	35,133	33,326
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,107,304	\$ 1,126,011

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

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

UNAUDITED

	For the Eight Months Ended February 28, 2021	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 266,030	\$ 266,662
Other Third-Party	239,605	150,479
TOTAL OPERATING REVENUES	<u>505,635</u>	<u>417,141</u>
OPERATING EXPENSES		
Purchased power	245,013	157,517
Operations	57,936	54,931
Transmission	123,335	126,854
Depreciation	20,101	20,660
Maintenance	15,637	17,921
Administrative and general	14,693	14,610
TOTAL OPERATING EXPENSES	<u>476,715</u>	<u>392,493</u>
NET OPERATING REVENUES	<u>28,920</u>	<u>24,648</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(23,174)	(24,852)
Interest income	(1,536)	2,887
Other	4,765	4,241
TOTAL NON OPERATING EXPENSES	<u>(19,945)</u>	<u>(17,724)</u>
FUTURE RECOVERABLE AMOUNTS	(6,199)	(4,009)
REFUNDS TO PARTICIPANTS	<u>(8,035)</u>	<u>(7,965)</u>
INCREASE (DECREASE) IN NET POSITION	(5,259)	(5,050)
NET POSITION, Beginning of year	<u>40,392</u>	<u>38,376</u>
NET POSITION, Period ended	<u>\$ 35,133</u>	<u>\$ 33,326</u>

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

February 28, 2021

GENERATING & TRANSMISSION RESOURCES												
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	February 28, 2021	
											1	2
ASSETS												
CURRENT ASSETS												
Cash and cash equivalents	1,441	-	-	1	123	-	-	63	34,530	34,719		
Investments	-	-	-	-	-	-	-	-	45,249	45,249		
Accounts receivable	-	-	-	-	-	-	-	-	-	-	259	259
Participants	-	-	-	-	-	-	-	-	546	337	883	883
Other	-	-	-	-	-	-	-	-	277	277	395	395
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	-
Inventory and supplies	1,511	1,583	326	358	2,271	-	-	-	-	-	6,049	6,049
Prepaid expenses	-	-	-	-	1,024	-	-	-	-	-	4,109	4,109
Due from Agency and other programs*	11,793	2,450	3,327	5,009	25,129	-	23,595	7,784	(79,087)	(79,087)	-	-
TOTAL CURRENT ASSETS	13,305	4,033	3,654	5,368	28,547	-	24,259	7,847	5,674	92,687	-	-
RESTRICTED ASSETS												
Cash and cash equivalents	1,441	4,043	-	-	6,536	-	14,653	15	24,185	50,873		
Investments	28,868	47,342	2,483	-	34,807	-	19,271	-	60,260	193,031		
Interest receivable	79	78	1	-	61	-	-	-	298	517		
TOTAL RESTRICTED ASSETS	30,388	51,463	2,484	-	41,404	-	33,924	15	84,743	244,421	-	-
ELECTRIC PLANT												
Electric plant in service	572,268	395,201	64,852	36,945	409,938	7,736	-	894	6,165	1,493,999		
Less: accumulated depreciation	(544,887)	(287,425)	(54,246)	(34,992)	(104,503)	(7,736)	-	(620)	(3,936)	(1,038,145)		
TOTAL ELECTRIC PLANT	27,381	107,776	10,606	1,953	305,635	-	-	274	2,229	455,854	-	-
OTHER ASSETS												
Regulatory assets	1,069	129,712	5,630	-	28,207	-	-	-	55,061	219,679		
Investment in associated company	-	-	-	-	-	-	-	-	265	265		
TOTAL ASSETS	72,143	292,984	22,374	7,321	403,793	-	58,183	8,136	147,972	1,012,906	-	-
DEFERRED OUTFLOWS OF RESOURCES												
Excess cost on refunding of debt	909	13,341	-	-	1,292	-	-	-	-	15,542		
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	16,936	16,936		
Asset retirement obligations	61,570	-	163	-	187	-	-	-	-	61,920		
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,479	13,341	163	-	1,479	-	-	-	16,936	94,398	-	-
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	134,622	306,325	22,537	7,321	405,272	-	58,183	8,136	164,908	1,107,304	-	-

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION
 NORTHERN CALIFORNIA POWER AGENCY
 AND ASSOCIATED POWER CORPORATIONS
 (000's omitted)

February 28, 2021

GENERATING & TRANSMISSION RESOURCES

	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
\$	152	460	19	28	5,193	-	38,572	-	4,827	49,251
	791	-	-	-	-	-	-	202	-	993
	1,762	250	617	3,788	16,401	-	-	-	-	22,818
	4,690	21,750	4,080	-	12,515	-	-	-	-	43,035
	43	2,257	49	-	2,373	-	-	-	-	4,722
	7,438	24,717	4,765	3,816	36,482	-	38,572	202	4,827	120,819
	-	-	-	-	-	-	-	-	-	-
	1,500	17,441	-	-	379	-	34,042	3,153	63,003	63,003
	-	20,209	-	-	-	-	-	-	84,740	141,255
	67,284	-	163	-	186	-	-	-	-	20,209
	10,815	235,036	15,425	-	306,535	-	-	-	-	67,633
	79,599	272,686	15,588	-	307,100	-	34,042	3,153	147,743	859,911
	87,037	297,403	20,353	3,816	343,582	-	72,614	3,355	152,570	980,730
	38,377	3,486	1,094	2,135	38,561	-	-	274	2,777	86,704
	38,377	3,486	1,094	2,135	38,561	-	-	274	4,737	4,737
	3,741	(18,019)	(4,033)	-	(7,230)	-	-	-	-	(25,541)
	2,416	20,714	2,408	-	14,696	-	-	15	-	40,249
	3,051	2,741	2,715	1,370	15,663	-	(14,431)	4,492	4,824	20,425
	9,208	5,436	1,090	1,370	23,129	-	(14,431)	4,507	4,824	35,133
	134,622	306,325	22,537	7,321	405,272	-	58,183	8,136	164,908	1,107,304

LIABILITIES

CURRENT LIABILITIES

Accounts payable and accrued expenses
 Member advances
 Operating reserves
 Current portion of long-term debt
 Accrued interest payable

TOTAL CURRENT LIABILITIES

NON-CURRENT LIABILITIES

Net pension and OPEB liability
 Operating reserves and other deposits
 Interest rate swap liability
 Asset retirement obligations
 Long-term debt, net

TOTAL NON-CURRENT LIABILITIES

TOTAL LIABILITIES

DEFERRED INFLOWS OF RESOURCES

Regulatory credits
 Pension and OPEB deferrals

TOTAL DEFERRED INFLOWS OF RESOURCES

NET POSITION

Net investment in capital assets
 Restricted for debt service
 Unrestricted

TOTAL NET POSITION

TOTAL LIABILITIES, DEFERRED INFLOWS
 OF RESOURCES AND NET POSITION

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 Eight Months Ended February 28, 2021

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
OPERATING REVENUES													
Participants	\$ 4,894	\$ 18,909	\$ 2,890	\$ 2,893	\$ 26,396	\$ -	\$ -	\$ 195,166	\$ 13,489	\$ 1,393	\$ 266,030		
Other Third-Party	23,000	16,488	3,625	3,323	46,067	-	-	145,417	1,685	-	239,605		
TOTAL OPERATING REVENUES	27,894	35,397	6,515	6,216	72,463	-	-	340,583	15,174	1,393	505,635		
OPERATING EXPENSES													
Purchased power	683	1,901	353	476	1,173	-	-	240,427	-	-	245,013		
Operations	12,076	3,031	1,968	1,224	29,800	-	-	2,263	7,574	-	57,936		
Transmission	269	217	15	28	669	-	-	122,134	3	-	123,335		
Depreciation	2,447	6,347	1,469	143	9,425	-	-	-	34	236	20,101		
Maintenance	5,928	4,751	460	1,793	2,641	-	-	-	64	-	15,637		
Administrative and general	3,500	2,310	417	579	3,395	-	-	-	4,655	(163)	14,693		
Intercompany (sales) purchases, net*	(527)	187	46	46	272	-	-	-	(24)	-	-		
TOTAL OPERATING EXPENSES	24,376	18,744	4,728	4,289	47,375	-	-	364,824	12,306	73	476,715		
NET OPERATING REVENUES	3,518	16,653	1,787	1,927	25,088	-	-	(24,241)	2,868	1,320	28,920		
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(359)	(13,469)	(145)	-	(9,201)	-	-	-	-	-	(23,174)		
Interest income	(87)	(143)	27	30	62	-	-	236	40	(1,701)	(1,536)		
Other	13	-	868	-	2,531	-	-	1,183	121	49	4,765		
TOTAL NON OPERATING (EXPENSES) REVENUES	(433)	(13,612)	750	30	(6,608)	-	-	1,419	161	(1,652)	(19,945)		
FUTURE RECOVERABLE AMOUNTS	(1,007)	(2,638)	(1,634)	-	(920)	-	-	-	-	-	(6,199)		
REFUNDS TO PARTICIPANTS	(1,138)	(1,943)	(214)	129	(91)	-	-	(1,864)	(3,274)	360	(8,035)		
INCREASE (DECREASE) IN NET POSITION	940	(1,540)	689	2,086	17,469	-	-	(24,686)	(245)	28	(5,259)		
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	-	10,255	4,752	4,796	40,392		
NET POSITION, Period ended	\$ 9,208	\$ 5,436	\$ 1,090	\$ 1,370	\$ 23,129	\$ -	\$ -	\$ (14,431)	\$ 4,507	\$ 4,824	\$ 35,133		

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
February 28, 2021

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 605,254
PAST DUE:			
1 - 30	Gridley Merced Irrigation District	Feb'21 ARB Training Services	227,739 3,975 *
31 - 60	CDWR	Application Sharing	12,264 *
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			\$ 1,141,898

* Denotes items paid/applied after February 28, 2021.




Commission Staff Report

March 17, 2021

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: Treasurer’s Report for Month Ended February 28, 2021

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"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for February 28, 2021.

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 \$4,545,995 of which approximately \$8,257 was applicable to Special and Reserve Fund Deposits, \$3,478 to Debt Service and \$4,534,260 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 \$319,257,794 at month end. The current market value of the portfolio totaled \$320,649,425.

The overall portfolio had a combined weighted average interest rate of 1.087% with a bond equivalent yield (yield to maturity) of 1.102%. Investments with a maturity greater than one year totaled \$161,680,000. February maturities totaled \$46 million and monthly receipts totaled \$44 million. During the month \$43 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 3 basis points (0.07% to 0.04%) and rates on one-year T-Bills decreased 1 basis point (0.09% to 0.08%).

To the best of my knowledge and belief, all securities held by NCPA as of February 28, 2021 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

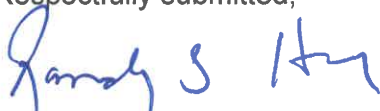
FISCAL IMPACT:

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

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

FEBRUARY 28, 2021

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

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
February 28, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 3,230,533	\$ 109,375,544	\$ 112,606,077	34.78%
Special Deposits	1,302,643	-	1,302,643	0.40%
Construction	1,084	5,146,703	5,147,787	1.59%
Debt Service	3,478	44,835,098	44,838,576	13.85%
Special & Reserve	8,257	159,900,449	159,908,706	49.38%
	\$ 4,545,995	\$ 319,257,794	\$ 323,803,789	100.00%

Portfolio Investments at Market Value

\$ 320,649,425

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
February 28, 2021**

	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	\$ 42,402,657	\$ 60,102	\$ 32,314,272	\$ (24,290,489)	\$ (18,708,506)	\$ (30,803,052)	\$ 974,984
Special Deposits	696,598	-	-	(26,223,071)	-	25,539,799	13,326
Construction	-	-	-	-	(5,146,692)	-	(5,146,692)
Debt Service	485,137	3	2,558,312	(932,012)	(7,887,683)	5,777,073	830
Special & Reserve	-	168,021	11,035,652	-	(10,876,741)	(513,820)	(186,888)
	\$ 43,584,392	\$ 228,126	\$ 45,908,236	\$ (51,445,572)	\$ (42,619,622)	\$ -	\$ (4,344,440)

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
February 28, 2021**

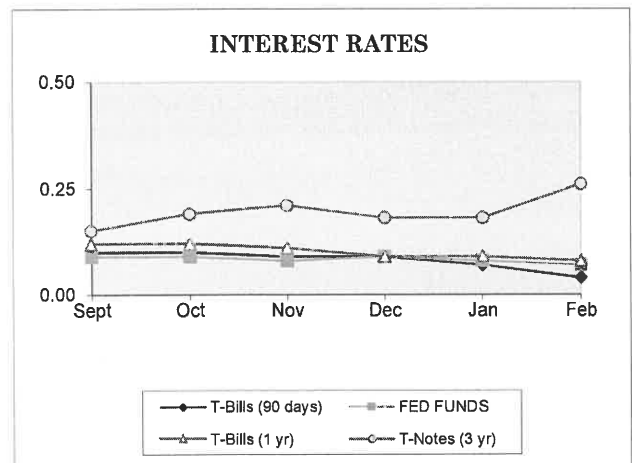
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 18,708,506	\$ (32,314,272)	\$ 9,655	\$ -	\$ -	\$ (13,596,111)
Special Deposits	-	-	-	-	-	-
Construction	5,146,692		10	-	-	5,146,702
Debt Service	7,887,683	(2,558,312)	1,798	-	-	5,331,169
Special & Reserve	10,876,741	(11,035,652)	(21,244)	-	-	(180,155)
	<u>\$ 42,619,622</u>	<u>\$ (45,908,236)</u>	<u>\$ (9,781)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (3,298,395)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>9,781</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (3,288,614)</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
February 28, 2021**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.087%	1.102%
OPERATING FUNDS:	1.336%	1.292%
PROJECTS:		
Geothermal	1.465%	1.425%
Capital Facilities	0.031%	0.031%
Hydroelectric	0.732%	0.712%
Lodi Energy Center	0.630%	0.518%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.07%	1.58%
T-Bills (90da.)	0.04%	1.46%
Agency Disc (90da.)	0.05%	1.21%
T-Bills (1yr.)	0.08%	1.21%
Agency Disc (1yr.)	0.07%	0.89%
T-Notes (3yr.)	0.26%	1.09%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
February 28, 2021**

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	\$ -	\$ 841	\$ 7,008	\$ -	\$ 3,928	\$ 62,685	\$ 1,972	\$ 76,434	23.83%
Corporate Bonds (MTN)	-	3,000	2,020	2,005	3,150	68,080	-	78,255	24.40%
Municipal Bonds	-	1,000	-	2,055	-	27,693	-	30,748	9.59%
US Bank Trust Money Market	4,918	-	-	-	-	-	-	4,918	1.53%
Commercial Paper	5,628	-	-	-	-	-	-	5,628	1.75%
Investment Trusts (LAIF)	65,949	-	-	-	-	-	-	65,949	20.56%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	5,456	-	-	-	-	-	-	5,456	1.70%
U.S.Treasury Bill/Note	-	9,929	41,950	-	-	-	-	51,879	16.17%
Certificates of Deposit	-	10	-	250	-	1,250	-	1,510	0.47%
Total Dollars	\$ 81,952	\$14,780	\$50,978	\$4,310	\$7,078	\$159,708	\$1,972	\$ 320,778	100.00%
Total Percents	25.55%	4.61%	15.89%	1.34%	2.21%	49.79%	0.61%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US 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. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

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
02/28/2021

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	25,000	0.050	11/26/2014	25,000		1	0.050	25,000	SYS70101	70101	25,000
Local Agency Investm	LAIF	25,607,861	0.625	07/01/2013	25,607,861		1	0.625	25,607,861	SYS70000	70000	25,607,861
Union Bank of Califo	UBOC	72,376	0.002	07/01/2013	72,376		1	0.002	72,376	SYS70014	70014	72,376
US Bank	USB	2,230,533	0.001	06/30/2013	2,230,533		1	0.001	2,230,533	SYS70050	70050	2,230,533
US Bank	USB	5,603,340	0.010	08/24/2017	5,603,340		1	0.010	5,603,340	SYS70056	70056	5,603,340
California Asset Mgm	CMP	0	0.670	10/19/2018	0		1	0.670	0	SYS70070	70070	0
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	14	2.096	500,490	63743HER9	26847	500,153
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	31	2.846	500,000	437076BL5	26558	499,664
US Bank	USB	10,000	0.050	01/07/2021	10,000	04/07/2021	37	0.050	10,000	SYS30324	30324	10,000
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	79	2.919	1,001,810	458140AWD	26670	997,475
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	147	1.620	2,619,485	3133EHSR5	26465	2,603,008
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	192	3.149	1,007,620	02665WBG5	26669	992,828
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	342	3.060	1,019,450	742718DY2	26673	993,325
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	367	2.982	1,018,220	478160CD4	26671	993,051
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	396	3.315	512,070	87236YAE8	26601	498,152
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	427	2.924	510,590	713448DT2	26557	496,306
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	436	2.329	1,149,286	037833CQ1	26525	1,122,954
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	625	3.157	518,490	02665WCA7	26614	495,582
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	644	3.008	515,465	166676AAB6	26555	494,671
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	653	3.135	416,492	92826CA06	26647	397,770
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	681	3.315	1,043,230	89236TEL5	26645	999,418
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	702	3.464	519,695	828807CN5	26603	493,729
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	716	3.154	521,620	66389XBR5	26556	495,215
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	730	3.068	1,045,230	30231GAR3	26648	993,643
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	735	3.264	525,400	24422ETG4	26613	495,692
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	744	3.086	522,460	084670BR8	26554	496,841
United Parcel Serv	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	761	3.248	520,315	911312BK1	26600	492,835
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	761	3.308	520,315	911312BK1	26677	492,233
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	771	2.104	521,070	931142DH3	26848	504,497
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	788	3.443	533,850	06406RAG2	26602	500,551
Heischey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	805	3.236	531,880	427866AZ1	26615	501,399
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	852	0.507	502,245	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	875	3.399	1,069,590	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	890	3.172	1,039,310	594918BQ6	26672	973,735
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	928	2.630	4,345,286	68389XBL8	26820	4,122,180
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,067	3.561	547,700	46625HJ78	26760	508,554
East Side Union High	UBOC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,249	0.878	501,770	275282PR6	27105	500,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,303	2.577	1,705,151	06048WD56	26872	1,700,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,306	1.890	2,321,298	3183EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,306	2.323	1,001,620	89236TGH2	26887	1,000,000

Northern California Power Agency
Treasurer's Report

02/28/2021

Operating

Issuer	Trustees / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
CA St Dept of Wtr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,371	0.584	599,160	13067WRB0	27055	600,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,428	1.846	534,010	90331HMS9	26947	517,720
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,430	0.570	984,640	3136G4E74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,566	0.710	1,000,010	3136G4AW7	27009	1,000,000
State of Louisiana	UBOC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,567	0.730	258,838	546486BV2	27178	260,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,577	0.700	500,080	3134GYR26	27015	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,583	0.629	497,810	592112UB0	27173	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,583	0.990	500,975	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,583	0.787	500,445	977123X78	27041	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,611	0.579	993,600	3136G4D75	27044	1,000,883
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,614	0.982	998,570	275282PS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,617	0.680	500,010	3133EL2U7	27052	500,000
Federal Farm Credit	UBOC	1,035,000	0.530	09/29/2020	1,035,000	09/29/2025	1,673	0.530	1,021,514	3133EMB0J	27075	1,035,000
Federal Farm Credit	UBOC	2,035,000	0.530	09/29/2020	2,035,000	09/29/2025	1,673	0.530	2,008,484	3133EMBH4	27076	2,035,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,701	0.540	490,230	3134GW4Z6	27103	500,000
Federal National Mtg	UBOC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,723	0.542	992,970	3135GA4P3	27137	1,004,994
Federal Farm Credit	UBOC	500,000	0.660	12/01/2020	500,000	12/01/2025	1,736	0.560	491,480	3133EMJCT	27123	500,000
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,757	0.825	245,833	48128GY53	27138	250,000
Federal Home Loan Mt	UBOC	1,000,000	0.550	01/05/2021	1,000,000	01/05/2025	1,771	0.550	981,150	3134GXJ3	27146	1,000,000
Toyota Motor Credit	UBOC	500,000	0.700	01/21/2021	500,000	01/20/2025	1,786	0.699	490,680	89236THY4	27149	500,000
Federal Home Loan Ba	UBOC	375,000	0.500	02/25/2021	375,000	02/25/2025	1,822	0.500	369,263	3130AKXX9	27179	375,000
Fund Total and Average		\$ 78,874,447	1.232		\$ 78,652,049		586	1.350	\$ 79,637,365			\$ 78,773,168

MPP GHG Auction Acct

Local Agency Investm		62,399	0.625	07/01/2013	62,399		1	0.625	62,399	SYS70045	70045	62,399
Fund Total and Average		\$ 62,399	0.625		\$ 62,399		1	0.625	\$ 62,399			\$ 62,399

SCPA Balancing Account

Local Agency investm	LAIF	10,832,310	0.625	07/01/2013	10,832,310		1	0.625	10,832,310	SYS70022	70022	10,832,310
Union Bank of Calif	UBOC	2,544,271	0.002	07/01/2013	2,544,271		1	0.002	2,544,271	SYS70023	70023	2,544,271
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	63	3.000	500,805	06406FA99	26570	499,224
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	487,713	08/09/2021	161	2.780	508,303	14912L6JDA	26954	502,665
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	348	2.798	509,425	594918BA1	26574	498,107
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	368	3.166	510,515	25468PDQ6	26630	496,515
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	396	3.100	512,070	87236YAE8	26571	499,241
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	457	2.918	513,715	437076BG6	26572	498,284
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	563	3.161	514,680	74460DAB5	26573	494,361
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	653	3.096	260,308	92826CAC6	26632	248,769
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	654	3.070	521,365	458140AM2	26625	496,926

Northern California Power Agency
Treasurer's Report

02/28/2021

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
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	680	3.203	572,759	89233P7F7	26598	544,545
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	729	3.170	521,345	17275RBE1	26624	494,750
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	730	3.055	522,615	30231GAR3	26599	496,953
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	744	3.185	522,460	084670BR8	26596	495,914
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	761	3.191	520,315	911312BK1	26627	493,360
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	791	3.108	518,820	654106AC7	26597	491,447
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	822	3.438	523,425	828807DD6	26631	492,918
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	836	3.150	530,020	717081DH3	26626	498,415
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,242	2.410	502,815	89236TGD1	26881	500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,492	0.600	544,415	566145F74	27113	547,245
Arizona Public Servi	UBOC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,536	0.877	258,008	040555CS1	27073	261,330
California St Hth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,553	0.952	499,760	13032UXM5	27110	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,583	0.932	502,170	059231X39	27125	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,583	0.610	497,810	592112UB0	27174	500,000
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,673	0.530	2,018,354	3133EMBJ0	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,673	0.530	2,023,289	3133EMBH4	27078	2,050,000
Federal Home Loan Mt	UBOC	1,000,000	0.550	01/05/2021	1,000,000	01/05/2026	1,771	0.550	981,150	3134GXJX3	27147	1,000,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,805	0.699	492,925	037833EB2	27168	500,000
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,809	0.530	491,925	3130AKWA0	27164	499,753
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,814	0.500	1,000,000	46632FRV9	27171	1,000,000
Federal Home Loan Ba	UBOC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,822	0.500	123,088	3130AKXX9	27180	125,000
Federal Home Loan Ba	UBOC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,823	0.630	986,510	3130ALB94	27195	1,000,000
Fund Total and Average		\$ 32,640,581	1.134		\$ 32,541,764		711	1.220	\$ 32,881,755			\$ 32,647,303

General Operating Reserve

Local Agency Investm	LAIF	24,184,888	0.625	07/01/2013	24,184,888		1	0.625	24,184,888	SYS70000	70002	24,184,888
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
California Asset Mgmt	CMP	512	0.670	12/14/2018	512		1	0.670	512	SYS70071	70071	512
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	161	3.169	508,303	14912L6J0A	26956	501,834
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	161	2.780	508,303	14912L6J0A	26957	502,665
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	192	3.522	513,886	02665WBG5	26964	505,308
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	245	1.285	1,583,534	64971Q7F4	26982	1,571,519
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	348	2.972	407,540	594918BA1	26578	397,873
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	396	3.335	512,070	87236YAE8	26582	498,057
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	436	2.329	4,118,440	037833CQ1	26524	4,024,080
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,550	06/10/2022	466	1.760	3,665,591	313379Q69	26467	3,590,876
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	503	3.083	517,050	713448CX4	26580	500,101
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	518	1.485	1,063,073	64971WFJ4	26981	1,034,214
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	640	2.937	517,370	25468PCW4	26739	495,164
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,800	12/14/2022	653	3.145	520,615	92826CAC6	26584	497,147

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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
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	693	3.140	784,673	90331HNL3	26737	746,145
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	699	3.325	523,820	06406RAE7	26575	496,703
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	716	3.195	521,620	68389XBR5	26579	494,849
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	722	3.225	519,665	74005PBF0	26581	495,233
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	744	3.243	522,460	084670BR8	26576	495,377
United Parcel Serviv	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	761	3.245	520,315	911312BK1	26583	492,874
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	806	2.939	783,698	166764BK5	26740	744,215
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	09/01/2023	822	1.387	1,846,226	040484VN4	26984	1,809,428
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	09/24/2023	845	2.847	529,190	166764AH3	28755	503,711
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	847	2.864	533,965	931142EK5	28758	505,796
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	914	1.020	2,223,421	613105KV6	26985	2,185,948
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	928	2.908	534,095	717081EN9	26738	503,431
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	944	1.020	1,850,429	4386705V9	26983	1,820,230
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,058	3.319	543,360	17325FAJ7	26756	504,370
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,067	3.535	547,700	46625HJT8	26757	508,850
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,071	2.093	476,040	91159HHV5	26906	455,709
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,188	1.356	1,023,120	46647PBQ8	27007	1,004,959
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,242	2.410	754,223	89236TGD1	26841	750,000
East Side Union High	UBOC	565,000	0.820	10/29/2020	565,000	09/01/2024	1,249	0.820	567,000	275282PR6	27107	565,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	09/01/2024	1,249	1.058	1,563,660	438687KT1	26980	1,518,045
California State Uni	UBOC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,341	0.665	250,323	13077DMK5	27072	250,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,367	2.386	1,502,955	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,383	0.830	1,973,663	3130A3GEB	26962	1,949,373
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,428	1.846	534,010	90331HMS9	26951	517,720
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,447	1.161	518,235	384802AE4	27000	513,208
W W Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,447	1.217	518,235	384802AE4	27005	512,117
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,486	1.300	2,502,050	3133ELUT9	26960	2,500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,492	0.600	544,415	586145F74	27114	547,245
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,492	1.038	1,033,590	898559QD3	27006	1,013,858
City of Huntsville A	UBOC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,522	0.750	564,871	447025A56	27112	557,122
Arizona Public Servi	UBOC	264,000	3.150	09/25/2020	291,208	05/15/2025	1,536	0.877	284,996	040555CS1	27074	288,666
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,553	0.866	1,019,450	438516CB0	27008	1,020,048
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,553	1.299	439,807	471376FJ7	27011	440,136
Precision Casiparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,567	1.033	1,632,555	740189AM7	27017	1,644,899
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	06/17/2025	1,569	1.500	736,815	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,575	1.050	735,263	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,577	0.700	500,080	3134GVR26	27016	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,583	0.845	502,170	059231X39	27126	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,583	0.774	500,445	977123X78	27042	500,000
East Side Union High	UBOC	815,000	0.840	10/29/2020	815,000	08/01/2025	1,614	0.940	813,635	275282PS4	27108	815,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,617	0.680	500,010	3133ELUJ7	27053	500,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,631	0.600	993,210	3136G4G72	27056	1,000,000

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchase Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal National Mtg	UBOC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,639	0.600	993,710	3136G4X32	27060	1,000,000
Federal Agricultural	UBOC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,661	0.570	991,060	31422BV23	27071	1,000,000
Federal Farm Credit	UBOC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,673	0.530	1,973,940	3133EMBH4	27079	2,000,000
Federal Farm Credit	UBOC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,673	0.530	1,697,588	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	UBOC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,673	0.520	984,960	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,701	0.540	490,230	3134GW4Z6	27104	500,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,730	0.798	980,600	06048WK41	27122	1,000,000
Federal Farm Credit	UBOC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,736	0.560	491,480	3133EMJ7	27124	500,000
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,757	0.825	245,833	48128GY53	27139	250,000
Federal National Mtg	UBOC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,765	0.599	495,530	3135G06Q1	27141	500,966
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,805	0.699	492,925	037833EB2	27169	500,000
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,814	0.500	1,000,000	46632FRV9	27172	1,000,000
Fund Total and Average		\$ 83,784,852	1.511		\$ 84,590,273		808	1.266	\$ 85,208,694			\$ 84,445,469
GRAND TOTALS:		\$ 195,362,279	1.336		\$ 195,746,485		703	1.292	\$ 197,790,213.			\$ 195,928,339

*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 02/28/2021

Callable Dates:

Inv # 26646	USB	Callable on 6/23/2023	27076	FFCB	Callable anytime starting 9/29/2021
Inv # 26820	ORCL	Callable on 7/15/2023	Inv # 27077	FFCB	Callable anytime
Inv # 26831	TOY	Callable semi-annually starting 7/25/2021	Inv # 27078	FFCB	Callable anytime starting 9/29/2021
Inv # 26841	TOY	Callable semi-annually starting 7/25/2021	Inv # 27079	FFCB	Callable anytime starting 9/29/2021
Inv # 26848	WMT	Callable on 01/11/2023	Inv # 27080	FFCB	Callable anytime
Inv # 26872	BAC	Callable semi-annually starting 09/24/2021	Inv # 27081	FHLB	Callable anytime starting 3/29/2021
Inv # 26887	TOY	Callable semi-annually starting 09/27/2021	Inv # 27103	FHLMC	Callable annually starting 10/27/2022
Inv # 26888	FFCB	Callable anytime starting 09/27/2021	Inv # 27104	FHLMC	Callable annually starting 10/27/2022
Inv # 26906	USBANK	Callable on 1/05/2024	Inv # 27110	CASWTR	Callable anytime
Inv # 26912	JPM	Callable quarterly starting 11/27/2021	Inv # 27113	MEMGEN	Callable anytime
Inv # 26947	USBANK	Callable anytime starting 12/27/2024	Inv # 27114	MEMGEN	Callable anytime
Inv # 26951	USBANK	Callable anytime starting 12/27/2024	Inv # 27122	BAC	Callable on 11/25/2021
Inv # 26960	FFCB	Callable anytime starting 03/26/2021	Inv # 27123	FFCB	Callable anytime starting 12/1/2022
Inv # 26980	HON	Callable anytime	Inv # 27124	FFCB	Callable anytime starting 12/1/2022
Inv # 26981	NYCGEN	Callable anytime	Inv # 27125	BALGEN	Callable anytime
Inv # 26982	NYCGEN	Callable anytime	Inv # 27126	BALGEN	Callable anytime
Inv # 26983	HON	Callable anytime	Inv # 27137	FNMA	Callable anytime
Inv # 26984	AZSHGR	Callable anytime	Inv # 27138	JPM	Callable annually starting 11/18/2022
Inv # 27007	JPM	Callable on 6/1/2023 and then again starting on 5/1/2024	Inv # 27139	JPM	Callable quarterly starting 12/22/2023
Inv # 27009	FNMA	Callable quarterly starting 6/4/2021	Inv # 27141	FNMA	Callable quarterly starting 12/22/2023
Inv # 27011	JAS	Callable on 6/1/2024	Inv # 27146	FHLMC	Callable quarterly starting 12/30/2021
Inv # 27013	WFC	Callable quarterly starting 6/17/2022	Inv # 27147	FHLMC	Callable quarterly starting 1/5/2023
Inv # 27015	FHLMC	Callable annually starting 6/25/2021	Inv # 27149	TOY	Callable quarterly starting 1/5/2023
Inv # 27016	FHLMC	Callable annually starting 6/25/2021	Inv # 27164	FHLB	Callable on 1/20/2025 and 7/20/2025
Inv # 27024	JPM	Callable quarterly starting 6/23/2024	Inv # 27168	FHLB	Callable anytime starting 8/12/2021
Inv # 27029	MAS	Callable anytime	Inv # 27169	APPL	Callable anytime starting 1/8/2026
Inv # 27041	WISTRN	Callable anytime	Inv # 27171	JPM	Callable anytime starting 1/8/2026
Inv # 27042	WISTRN	Callable anytime	Inv # 27172	JPM	Callable quarterly starting 2/17/2023
Inv # 27043	FNMA	Callable quarterly starting 7/29/2021	Inv # 27178	LOUIS	Callable anytime
Inv # 27044	FNMA	Callable quarterly starting 7/29/2022	Inv # 27179	FHLB	Callable on 2/25/2022
Inv # 27052	FFCB	Callable anytime	Inv # 27180	FHLB	Callable anytime starting 6/2/2021
Inv # 27053	FFCB	Callable anytime	Inv # 27180	FFCB	Callable quarterly starting 8/26/2021
Inv # 27055	CASWTR	Callable quarterly starting 8/18/2022	Inv # 27195	FHLB	Callable quarterly starting 8/26/2021
Inv # 27056	FNMA	Callable quarterly starting 8/18/2022			
Inv # 27058	PHOGEN	Callable anytime			
Inv # 27060	FNMA	Callable quarterly starting 8/26/2021			
Inv # 27071	FAMC	Callable semi-annually starting 09/17/2021			
Inv # 27072	CASHGR	Callable anytime			
Inv # 27075	FFCB	Callable anytime			

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GEO 2012 Construction Fund

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
U.S. Treasury	USBT	911,000	0.010	02/25/2021	910,984	04/29/2021	59	0.010	910,936	9127964Z9	27192	910,985
Fund Total and Average		\$ 911,000	0.010		\$ 910,984		59	0.010	\$ 910,936			\$ 910,985

GEO 2012A Debt Service

U.S. Treasury	USBT	125,000	0.059	01/26/2021	124,968	06/29/2021	120	0.060	124,983	912796H36	27150	124,975
U.S. Treasury	UBOC	123,000	0.019	02/25/2021	122,992	06/29/2021	120	0.020	122,983	912796H36	27182	122,992
Fund Total and Average		\$ 248,000	0.040		\$ 247,960		120	0.041	\$ 247,966			\$ 247,967

GEO 2016A Debt Service

U.S. Treasury	USBT	1,919,000	0.060	01/26/2021	1,918,507	06/29/2021	120	0.060	1,918,731	912796H36	27151	1,918,616
U.S. Treasury	USBT	289,000	0.020	02/25/2021	288,980	06/29/2021	120	0.020	288,960	912796H36	27183	288,981
Fund Total and Average		\$ 2,208,000	0.055		\$ 2,207,487		120	0.056	\$ 2,207,691			\$ 2,207,597

Geothermal Special Reserve

Union Bank of Calif	UBOC	5,000	0.002	07/01/2013	5,000		1	0.002	5,000	SYS70015	70015	5,000
Federal National Mig	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,712	0.460	1,476,447	3135G06G3	27167	1,497,771
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1706	0.458	\$ 1,481,447			\$ 1,502,771

Geo Decommissioning Reserve

Local Agency Investm	LAIF	339	0.625	07/01/2013	339		1	0.625	339	SYS70027	70027	339
Union Bank of Calif	UBOC	522,891	0.002	07/01/2013	522,891		1	0.002	522,891	SYS70034	70034	522,891
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	43	3.276	501,575	89236TEU5	26727	499,818
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	161	3.169	508,303	14912L6J0A	26965	501,834
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	182	3.002	253,728	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	283	3.103	761,453	69353REY0	26553	746,990
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	436	2.329	881,105	037833CQ1	26499	860,917
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	440	1.080	1,024,340	91412G2T1	27001	1,014,644
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	547	3.154	261,473	949763TLOA	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	548	3.051	261,113	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	554	3.152	261,585	254673TWBA	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	640	3.004	776,055	25468PCW4	26551	742,043
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	697	3.104	785,580	24422ERT8	26550	745,986
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	699	3.229	785,730	06406RAE7	26549	746,317
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	707	3.140	526,290	44932HAH6	26548	498,745

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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
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	836	1.450	362,182	227163DHO	27003	355,892
Solano County CCD	UBOC	365,000	5.500	04/09/2020	434,938	08/01/2023	883	1.471	432,163	83412PCNO	26978	421,448
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	912	3.203	268,908	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	920	3.301	269,665	17312Q334A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,134	0.875	1,599,524	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,242	2.410	502,815	89236TGD1	26842	500,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,341	1.846	349,523	78607QAY1	26977	345,655
W W Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,447	1.161	440,500	384802AE4	27002	436,227
California St Hth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,553	0.952	499,760	13032JXM5	27111	500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,556	0.710	1,000,010	3136G4WA7	27010	1,000,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,583	1.372	757,238	442349EM4	27102	750,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,583	0.610	497,810	592112UB0	27175	500,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,605	3.455	2,025,300	3133EJUT4	26644	1,999,560
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,614	0.940	998,570	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,659	0.540	999,600	3134GWL38	27070	1,000,000
Federal Farm Credit	UBOC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,673	0.530	557,638	3133EWH44	27082	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,689	0.530	1,470,420	3134GWW34	27101	1,500,000
Apple Inc.	UBOC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,805	0.700	985,850	037833EB2	27162	1,000,000
Federal Home Loan Ba	UBOC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,633	1.360	981,590	3130AKX76	27163	1,000,000
Federal Agricultural	UBOC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,641	1.460	962,319	31422XAU6	27177	972,000
Fund Total and Average		\$ 23,761,441	1.822		\$ 23,796,279		1317	1.774	\$ 24,062,945			\$ 23,816,306

Geo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	136	0.071	1,621,692	9127963S6	27096	1,621,571
Fund Total and Average		\$ 1,622,000	0.070		\$ 1,621,089		136	0.071	\$ 1,621,692			\$ 1,621,571
GRAND TOTALS:		\$ 30,250,441	1.465		\$ 30,286,595		1138	1.425	\$ 30,532,677.			\$ 30,307,197

*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 02/28/2021

Inv# 26644	FFCB	Callable anytime starting 7/23/2021	Inv# 27162	APPL	Callable anytime starting 1/8/2026
Inv# 26842	TOYOTA	Callable semi-annually starting 7/25/2021	Inv# 27163	FHLB	Callable on 8/10/2021
Inv# 26976	FFCB	Callable anytime starting 4/8/2022	Inv# 27177	FAMC	Callable semi-annually starting 2/18/2022
Inv# 26977	SCRWTR	Callable anytime			
Inv# 27001	UNVHGR	Callable anytime			
Inv# 27010	FNMA	Callable quarterly starting 6/4/2021			
Inv# 27070	FHLMC	Callable quarterly starting 9/15/2022			
Inv# 27082	FFCB	Callable anytime starting 9/29/2021			
Inv# 27101	FHLMC	Callable annually starting 10/15/2021			
Inv# 27111	CASMED	Callable anytime			

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Cap Facilities 2019A Debt Svc

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 Trust	USBT	252	0.600	01/24/2020	252		1	0.600	252	SYST9017	79017	252
U.S. Treasury	USBT	2,041,000	0.025	02/25/2021	2,040,782	07/29/2021	150	0.025	2,040,531	912796C56	27187	2,040,787
Federal Home Loan Ba	USBT	415,000	0.060	01/26/2021	414,872	07/30/2021	151	0.060	414,913	313385JU1	27155	414,886
Fund Total and Average		\$ 2,456,252	0.031		\$ 2,455,906		150	0.031	\$ 2,455,696			\$ 2,455,935
GRAND TOTALS:		\$ 2,456,252	0.031		\$ 2,455,906		150	0.031	\$ 2,455,696			\$ 2,455,935

*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 02/28/2021



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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
Local Agency Investm	LAIF	3,589,061	0.625	07/01/2013	3,589,061		1	0.625	3,589,061	SYS70028	70028	3,589,061
Union Bank of Calif	UBOC	21,251	0.002	07/01/2013	21,251		1	0.002	21,251	SYS70031	70031	21,251
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	31	1.000	1,002,150	13063DGA0	26999	1,001,488
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	320	3.314	509,665	07330NAG8	26618	497,186
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	370	2.946	509,020	30231GAJ1	26621	497,377
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	379	3.182	564,405	91159HHC7	26651	549,020
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	563	3.051	514,690	74460DAB5	26546	495,137
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	663	3.051	520,615	92826CAC6	26547	497,921
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	681	3.215	521,615	89236TEL5	26619	495,569
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	716	3.121	521,620	66389XBR5	26545	495,514
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	761	3.182	520,315	911312BK1	26620	493,446
Colgate-Palmolive Co	UBOC	500,000	2.100	08/09/2018	528,660	05/01/2023	791	2.985	571,203	19416GEC0	26652	540,220
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	879	0.411	500,385	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	09/03/2023	885	0.375	500,395	3134GWJJC1	27051	500,000
J Paul Getty Trust	UBOC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	1,036	0.401	996,520	374288AB4	27161	1,000,000
Nashville Met Gov	UBOC	250,000	1.030	12/17/2020	250,000	08/01/2024	1,249	1.029	251,725	592090GB4	27134	250,000
California Infra & E	UBOC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,310	0.683	100,192	13034AL57	27135	100,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,385	1.744	536,740	931142DV2	26950	516,367
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,540	0.675	502,020	31422BA26	27004	500,000
Nashville Met Gov	UBOC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,614	1.229	251,685	592090GC2	27133	250,000
City of El Paso TX	UBOC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,628	1.950	546,010	28373ATC5	27131	550,762
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,639	0.600	437,232	3136G4X32	27059	440,000
California Infra & E	UBOC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,675	0.765	129,546	13034AL65	27132	130,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,730	0.798	980,600	06048WK41	27121	1,000,000
Federal National Mtg	UBOC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,745	0.615	496,020	3135G06J7	27136	500,815
JP Morgan	UBOC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,757	0.825	491,665	48128GY53	27140	500,000
Federal National Mtg	UBOC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,765	0.576	495,530	3135G06Q1	27148	501,502
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,809	0.530	491,925	3130AKWA0	27165	499,753
Federal Home Loan Ba	UBOC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,822	0.500	482,350	3130AKXX9	27181	500,000
Fund Total and Average		\$ 17,380,312	1.427		\$ 17,370,269		859	1.372	\$ 17,565,170			\$ 17,412,389

Hydro Initial Facilities

U.S. Treasury	USBT	4,236,000	0.020	02/25/2021	4,235,708	06/29/2021	120	0.020	4,235,407	912796H36	27191	4,235,718
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Fund Total and Average		\$ 4,236,000	0.020		\$ 4,235,708		120	0.020	\$ 4,235,407			\$ 4,235,718
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Hydro Debt Service

U.S. Treasury	USBT	8,431,000	0.060	01/26/2021	8,428,836	06/29/2021	120	0.060	8,429,820	912796H36	27152	8,429,314
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Northern California Power Agency
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Hydro 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
U.S. Treasury	USBT	792,000	0.020	02/25/2021	791,945	06/29/2021	120	0.020	791,889	912796H36	27184	791,947
Fund Total and Average		\$ 9,223,000	0.057		\$ 9,220,781		120	0.057	\$ 9,221,709			\$ 9,221,261

Hydro 2018A Debt Service

U.S. Treasury	USBT	6,808,000	0.060	01/26/2021	6,806,253	06/29/2021	120	0.060	6,807,047	912796H36	27153	6,806,638
U.S. Treasury	USBT	1,148,000	0.019	02/25/2021	1,147,921	06/29/2021	120	0.020	1,147,839	912796H36	27185	1,147,923
Fund Total and Average		\$ 7,956,000	0.054		\$ 7,954,174		120	0.055	\$ 7,954,886			\$ 7,954,561

Hydro 2019A Debt Service

U.S. Treasury	USBT	4,907,000	0.060	01/26/2021	4,905,741	06/29/2021	120	0.060	4,906,313	912796H36	27154	4,906,019
U.S. Treasury	USBT	809,000	0.020	02/25/2021	808,944	06/29/2021	120	0.020	808,887	912796H36	27186	808,946
Fund Total and Average		\$ 5,716,000	0.054		\$ 5,714,685		120	0.055	\$ 5,715,200			\$ 5,714,965

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	136	0.071	44,991	912796S36	27097	44,988
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	161	1.790	694,312	3134GS3A3	26432	689,245
Fund Total and Average		\$ 734,000	1.764		\$ 736,366		159	1.685	\$ 739,303			\$ 734,233

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	5,000	0.002	07/01/2013	5,000		1	0.002	5,000	SYS70016	70016	5,000
Federal National Mtg	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,712	0.460	1,476,447	3135G06G3	27166	1,497,771
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1706	0.458	\$ 1,481,447			\$ 1,502,771

Hydro 2012 DSRA

U.S. Treasury	USBT	46,000	0.036	01/26/2021	45,997	03/30/2021	29	0.037	45,999	912796D22	27160	45,999
Federal Home Loan Ba	USBT	341,000	0.019	02/25/2021	340,991	04/15/2021	45	0.020	340,983	313385EJ1	27194	340,991
U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	136	0.071	253,952	912796S36	27098	253,933
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	318	2.380	4,005,460	3137EADB2	25852	3,927,846
Fund Total and Average		\$ 4,569,000	2.048		\$ 4,567,077		285	2.052	\$ 4,646,394			\$ 4,568,769

GRAND TOTALS: \$ 51,314,312 0.732 \$ 51,301,856 432 0.712 \$ 51,560,516 \$ 51,344,667

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2021

Inv# 26950	WMT	Callable anytime starting 10/15/2024
Inv# 27004	FAMCA	Callable semi-annually starting 5/19/2022
Inv# 27045	FHLMC	Callable on 7/28/2021 only
Inv# 27051	FHLMC	Callable quarterly starting 8/03/2021
Inv# 27059	FNMA	Callable quarterly starting 8/26/2021
Inv# 27121	BAC	Callable on 11/25/2021 only
Inv# 27131	ELPASO	Callable annually starting 8/15/2023
Inv# 27132	FFCB	Callable anytime
Inv# 27135	CASDEV	Callable anytime
Inv# 27136	FNMA	Callable quarterly starting 6/10/2021
Inv# 27140	JPM	Callable quarterly starting 12/22/2023
Inv# 27161	JPGETY	Callable anytime starting 10/1/2023
Inv# 27165	FHLB	Callable anytime starting 8/12/2021
Inv# 27181	FHLB	Callable on 2/25/2022

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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
Local Agency Investm		123,208	0.625	07/01/2013	123,208	123,208	1	0.625	123,208	SYS70046	70046	123,208
Fund Total and Average		\$ 123,208	0.625		\$ 123,208		1	0.625	\$ 123,208			\$ 123,208

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	0	0.600	07/01/2013	0	0	1	0.600	0	SYS79003	79003	0
Fund Total and Average		\$ 0	*** **		\$ 0		****	**** **	\$ 0			\$ 0

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	485,614	0.600	07/01/2013	485,614	485,614	1	0.600	485,614	SYS79004	79004	485,614
U.S. Treasury	USBT	2,136,000	0.065	12/03/2020	2,135,325	05/27/2021	87	0.065	2,135,786	912796A33	27127	2,135,664
Federal Home Loan Ba	USBT	1,076,000	0.050	01/26/2021	1,075,812	06/01/2021	92	0.050	1,075,860	313385GH3A	27156	1,075,863
U.S. Treasury	USBT	1,077,000	0.080	12/30/2020	1,076,634	06/01/2021	92	0.081	1,076,860	912796G37	27143	1,076,780
U.S. Treasury	USBT	591,000	0.019	02/25/2021	590,968	06/01/2021	92	0.020	590,923	912796G37	27188	590,970
Fund Total and Average		\$ 5,365,614	0.108		\$ 5,364,353		82	0.109	\$ 5,365,043			\$ 5,364,891

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	613	0.600	07/01/2013	613	613	1	0.600	613	SYS79012	79012	613
U.S. Treasury	USBT	3,858,000	0.065	12/03/2020	3,856,781	05/27/2021	87	0.065	3,857,614	912796A33	27128	3,857,394
Federal Home Loan Ba	USBT	944,000	0.050	01/26/2021	943,835	06/01/2021	92	0.050	943,877	313385GH3A	27157	943,879
U.S. Treasury	USBT	945,000	0.080	12/30/2020	944,679	06/01/2021	92	0.081	944,877	912796G37	27144	944,807
U.S. Treasury	USBT	944,000	0.020	02/25/2021	943,950	06/01/2021	92	0.020	943,877	912796G37	27189	943,952
Fund Total and Average		\$ 6,691,613	0.059		\$ 6,689,858		89	0.060	\$ 6,690,858			\$ 6,690,645

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	2,978,000	0.065	12/03/2020	2,977,059	05/27/2021	87	0.065	2,977,702	912796A33	27129	2,977,532
Federal Home Loan Ba	USBT	667,000	0.050	01/26/2021	666,883	06/01/2021	92	0.050	666,913	313385GH3A	27158	666,915
U.S. Treasury	USBT	667,000	0.080	12/30/2020	666,773	06/01/2021	92	0.081	666,913	912796G37	27145	666,864
U.S. Treasury	USBT	666,000	0.019	02/25/2021	665,964	06/01/2021	92	0.020	665,913	912796G37	27190	665,966
Fund Total and Average		\$ 4,978,000	0.059		\$ 4,976,679		89	0.060	\$ 4,977,441			\$ 4,977,277

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	4,430,407	0.600	07/01/2013	4,430,407	4,430,407	1	0.600	4,430,407	SYS79005	79005	4,430,407
Federal Home Loan Ba	USBT	465,000	0.050	01/26/2021	464,919	06/01/2021	92	0.050	464,940	313385GH3A	27159	464,941

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LEC Issue #1 2010 DSR Fund

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 Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	164	1.689	150,680	3137EAEC9	26454	149,629
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	466	1.760	4,203,894	313379Q69	26463	4,118,207
Fund Total and Average		\$ 9,145,407	1.266		\$ 9,210,280		217	1.111	\$ 9,249,921			\$ 9,163,184

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600	07/01/2013	804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.069	09/29/2020	2,367,669	07/15/2021	136	0.071	2,368,550	912796S36	27099	2,368,374
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		136	0.071	\$ 2,369,354			\$ 2,369,178

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	733	0.600	07/01/2013	733		1	0.600	733	SYS79013	79013	733
U.S. Treasury	USBT	383,000	0.019	02/25/2021	382,980	06/01/2021	92	0.020	382,950	912796G37	27193	382,980
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	136	0.071	758,856	912796S36	27100	758,799
Fund Total and Average		\$ 1,142,733	0.054		\$ 1,142,286		121	0.054	\$ 1,142,539			\$ 1,142,512

LEC O & M Reserve

Local Agency Investm		1,548,980	0.625	07/01/2013	1,548,980		1	0.625	1,548,980	SYS70047	70047	1,548,980
Union Bank of Califo	UBOC	54,953	0.002	07/18/2013	54,953		1	0.002	54,953	SYS70041	70041	54,953
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	45	1.590	500,890	3133EKY83	26892	499,946
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	220	1.555	499,722	89236TGJ8	26953	495,713
Memphis Center City	UBOC	500,000	5.500	04/27/2020	533,880	11/01/2021	245	1.000	517,655	56607ECD4	26986	514,947
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	448	2.456	611,440	90331HPC1	26822	596,357
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	879	0.375	1,000,770	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,371	1.776	509,012	14912L6G1	26952	489,521
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,583	0.610	497,810	592112UB0	27176	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,611	0.579	993,600	3136G4D75	27047	1,000,883
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,617	0.670	2,000,040	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,631	0.600	993,210	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,673	0.530	740,228	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,673	0.530	661,270	3133EMBJ0	27084	670,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,805	0.699	492,925	057833EB2	27170	500,000
Fund Total and Average		\$ 11,578,933	1.115		\$ 11,650,002		1086	0.834	\$ 11,622,505			\$ 11,621,300

\$ 41,452,195

\$ 41,540,869.

0.518

399

\$ 41,525,139

0.630

\$ 41,395,312

GRAND TOTALS:

*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 02/28/2021

Investment #26822	USB	Callable anytime starting 4/22/2022
Investment #27046	FHLMC	Callable on 7/28/2021 only
Investment #27047	FHLMC	Callable quarterly starting 7/29/2022
Investment #27054	FFCB	Callable anytime
Investment #27057	FNMA	Callable quarterly starting 8/18/2022
Investment #27083	FFCB	Callable anytime starting 9/29/2021
Investment #27084	FFCB	Callable anytime
Investment #27170	APPL	Callable anytime starting 1/8/2026



Commission Staff Report

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: Nor-Cal Controls ES, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering and Technical Support 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:	Joel Ledesma <i>J.L.</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 21-23 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. for engineering and technical support 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:

Engineering and technical support services related to DCS, PLC, HMI, SCADA and other plant control systems 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 Nor-Cal Controls ES, 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 currently has agreements in place for similar services with d'Heurle Systems, Inc. and Wunderlich-Malec Systems, 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. NCPA seeks bids from as many qualified providers as possible. 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 March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive, flowing style.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-23
- Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc.

RESOLUTION 21-23

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH NOR-CAL
CONTROLS ES, INC.**

(reference Staff Report #130:21)

WHEREAS, engineering and technical support services related to DCS, PLC, HMI, SCADA and other plant control systems 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, Nor-Cal Controls ES, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. to provide such services at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc., for engineering and technical support services, 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 _____, 2021 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NOR-CAL CONTROLS ES, 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 Nor-Cal Controls ES, Inc., an S-corporation with its office located at 4790 Golden Foothill Parkway, El Dorado Hills, CA 95762 (“Consultant”) (together sometimes referred to as the “Parties”) as of _____, 2021 (“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 ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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 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. 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 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 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, 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 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.

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 pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

Nor-Cal Controls ES, Inc.
Attention: Anita Sherron, Accounts Receivable
4790 Golden Foothill Parkway
El Dorado Hills, CA 95762

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. Not Applicable.

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

NOR-CAL CONTROLS ES, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

CAROLYN LOPEZ,
COO/CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Nor-Cal Controls ES, Inc. ("Consultant") shall provide engineering and technical support services on DCS, PLC, HMI, SCADA and other plant control systems located at any Facilities owned and operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Software upgrades
- Logic creation and implementation
- Graphic creation and implementation
- Network configuration
- System troubleshooting

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amounts 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:

See Following Pages

TRADITIONAL ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



SERVICE CODE	DESCRIPTION	HOURLY RATE	RATE TERMS
REMOTE CONTROLS ENGINEER	Document review for content, graphic development, phone support, training laptop configuration. Engineering review, logic development, communication interfacing development, troubleshooting, HMI configuration. Engineering support, logic advances	\$270	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE I&C TECHNICIAN	Basic instrumentation & controls support and checkout, including loop checking (electrical), electrical troubleshooting, and calibrations. Advanced instrumentation & controls support and checkout, including loop checking (total), electrical and controls troubleshooting, and calibrations	\$225	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE PROJECT MANAGER	Project management, project oversight, scheduling, customer management and interactions	\$250	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE CONTROLS ENGINEER	Meetings, discussions, conferences, site training prep - materials/computers, preparing for onsite class. Engineering review, basic logic development, communication interface installation, troubleshooting-basic, consulting, training. Engineering support, installation & commissioning	\$295	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE ELECTRICAL ENGINEER	includes but no limited to: NERC/FERC interpretation, troubleshooting electro mechanical devices, troubleshooting protection schemes and devices, design of protection schemes and devices, design and review of utility interconnection points; troubleshooting and design of HV & MV devices to include switchgear, transformers, bus tie, conductor, etc.	\$295	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE ELECTRICAL ENGINEER	Document review, design & development, phone support, electrical consultations	\$200	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE CAD TECHNICIAN	Engineering design support for high level, cabinet, network and electrical drawings	\$110	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE FABRICATION TECHNICIAN	Procurement, construction, assembly of SCADA and network equipment	\$100	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
TRAVEL TIME TO & FROM SITE	Travel time to and from site (minimum 8 hours, maximum 16 hours)	\$200	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
INTERNATIONAL WORK ZONES	<i>Out of Country Field/Site Services: Any country outside of the U.S.A.</i> <i>Offshore/Hazardous Area: Nor Cal Controls ES, Inc. reserves the right to refuse dispatch of its staff to any areas involved or threatened by warfare, and areas deemed unsafe by O.S.H.A. or the US State Department.</i>	\$325	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
EMERGENCY CALL OUTS	Call out support with less than 48 hours preparation	\$325	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate

TRADITIONAL ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



ADDITIONAL SERVICES	DESCRIPTION
TRAINING MANUALS	\$150/per manual
EQUIPMENT, SOFTWARE, HARDWARE	Invoiced at cost per receipt + 25% standard markup
STORAGE FEES	\$750/per month/per pallet. Anything over \$100K, charged an additional 1%
SHIPPING & RECEIVING	5% of total equipment cost
OUTSIDE SERVICES (SUBCONTRACTED)	Invoiced at cost + 10-20% markup depending on the SOW required
AIR TRAVEL (T&M Jobs)	Invoiced at cost per receipt. Estimated per research (time and location) based on economy round trip, point to point. Air travel in excess of six (6) hours flying time per leg will be booked as business class. Client will be charged change fees if due to changes on their part. NCC reserves the right to recall its staff after 28 calendar days and send replacement staff. Travel charges and expenses for replacement staff shall be paid by customer
CAR RENTAL (T&M Jobs)	Invoiced at cost per receipt
HOTEL (T&M Jobs)	Invoiced at cost per receipt
LUGGAGE (T&M Jobs)	Invoiced per actual receipt- estimated at \$75 per piece of luggage round trip
MILEAGE (T&M Jobs)	Invoiced for actual miles driven to and from airport or job site. Estimated at 0.58 per mile per IRS 2020 (or per prevailing IRS rate for year). Only when employee's own car used for work from the point of origin of the seller's representative, plus return and any required local travel.
PARKING (T&M Jobs)	Invoiced per actual receipt- estimated at \$24 per day
MEALS (T&M Jobs)	\$65 per day
TRAVEL EXPENSES MISC. GAS, TOLLS, TRANSPORTATION	Invoiced per actual receipt
TELECOMMUNICATIONS	Invoiced per actual receipt

RENEWABLE ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



SERVICE CODE	DESCRIPTION	HOURLY RATE	RATE TERMS
REMOTE SCADA/AUTOMATION ENGINEER	Technical design review, communication interfacing development, I/O development and dataset mapping, HMI development, Historian configuration and reports generation, alarm configuration, logic development, troubleshooting support, commissioning, and site acceptance testing, training	\$195	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE SCADA/AUTOMATION ENGINEER	Engineering support, installation, commissioning, and site acceptance testing	\$210	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE NETWORK ENGINEER	Technical design review (including NERC CIP), network device configuration, troubleshooting support, commissioning, and site acceptance testing for all network related devices	\$195	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE NETWORK ENGINEER	Engineering support, installation, commissioning, and site acceptance testing	\$210	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE PROJECT MANAGER	Project Management, project oversight, scheduling, customer management and interactions	\$195	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE PROJECT MANAGER	Project Management, project oversight, scheduling, customer management and interactions	\$210	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE FABRICATION TECHNICIAN	Assembly of all SCADA system related racks and panels. Includes MET stations.	\$100	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE FIELD TECHNICIAN	Basic instrumentation & controls support and checkout, including loop checking, point to point checks, device troubleshooting, and calibrations. MET station commissioning.	\$170	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE CAD TECHNICIAN	SCADA, DAS and MET Station design drawings and documentation support.	\$110	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE DOCUMENTATION SPECIALIST	Documentation submittals coordination with project team.	\$105	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE EQUIPMENT PROCUREMENT	SCADA, DAS and MET Station project related equipment ordering and tracking. Inventory management support.	\$100	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
TRAVEL TIME TO & FROM SITE	Travel time to and from Site (minimum 8 hours, maximum 16 hours)	\$170	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
INTERNATIONAL WORK ZONES	<i>Out of Country Field/Site Services: Any country outside of the U.S.A. Offshore/Hazardous Area: Nor Cal Controls ES, Inc. reserves the right to refuse dispatch of its staff to any areas involved or threatened by warfare, and areas deemed unsafe by O.S.H.A. or the US State Department.</i>	\$275	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate

**EMERGENCY CALL
OUTS**

Call out support with less than 48 hours preparation

\$305

OVERTIME: 1.5 x base rate
DOUBLE TIME: 2 x base rate

RENEWABLE ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



ADDITIONAL SERVICES	DESCRIPTION
TRAINING MANUALS	\$150/per manual
EQUIPMENT, SOFTWARE, HARDWARE	Invoiced at cost per receipt + 25% standard markup
STORAGE FEES	\$750/per month/per pallet. Anything over \$100K, charged an additional 1%
SHIPPING & RECEIVING	5% of total equipment cost
OUTSIDE SERVICES (SUBCONTRACTED)	Invoiced at cost + 10-20% markup depending on the SOW required
AIR TRAVEL (T&M Jobs)	Invoiced at cost per receipt. Estimated per research (time and location) based on economy round trip, point to point. Air travel in excess of six (6) hours flying time per leg will be booked as business class. Client will be charged change fees if due to changes on their part. NCC reserves the right to recall its staff after 28 calendar days and send replacement staff. Travel charges and expenses for replacement staff shall be paid by customer
CAR RENTAL (T&M Jobs)	Invoiced at cost per receipt
HOTEL (T&M Jobs)	Invoiced at cost per receipt
LUGGAGE (T&M Jobs)	Invoiced per actual receipt- estimated at \$75 per piece of luggage round trip
MILEAGE (T&M Jobs)	Invoiced for actual miles driven to and from airport or job site. Estimated at 0.58 per mile per IRS 2020 (or per prevailing IRS rate for year). Only when employee's own car used for work from the point of origin of the seller's representative, plus return and any required local travel.
PARKING (T&M Jobs)	Invoiced per actual receipt- estimated at \$24 per day
MEALS (T&M Jobs)	\$65 per day
TRAVEL EXPENSES MISC. GAS, TOLLS, TRANSPORTATION	Invoiced per actual receipt
TELECOMMUNICATIONS	Invoiced per actual receipt

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 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

Nor-Cal Controls ES, 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: March 25, 2021

SUBJECT: Blue Sky Environmental, Inc. – Five Year Multi-Task Consulting Services Agreement for Emission, Rata and Source Testing 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:	Joel Ledesma <i>[Signature]</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"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>
City of Healdsburg	<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>			

RECOMMENDATION:

Approve Resolution 21-24 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc. for emission, rata and source testing 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:

Emission, rata and source testing 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. Blue Sky Environmental, Inc. was the successful bidder on a recent solicitation for testing services at the CT1 facility. 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 currently has agreements in place for similar services with Air Hygiene International, Inc. and Montrose Air Quality Services, LLC.

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 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 21-24
- Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc.

RESOLUTION 21-24

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

(reference Staff Report #131:21)

WHEREAS, emission, rata and source testing 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, Blue Sky Environmental, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc. to provide such services at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members in an amount not to exceed \$500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc., for emission, rata and source testing related services, 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 _____, 2021 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BLUE SKY ENVIRONMENTAL, 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 Blue Sky Environmental, Inc., a corporation with its office located at 624 San Gabriel Avenue, Albany, CA 94706 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

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

period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) 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 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. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that 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.

- 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 is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Confidential Information and Disclosure.**
 - 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall

not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

Blue Sky Environmental, Inc.
Attention: Guy Worthington
624 San Gabriel Avenue
Albany, CA 94706

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails,

the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

BLUE SKY ENVIRONMENTAL, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

CHARLES R. ARRIVAS, QSTI
Project Manager/Co-Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Blue Sky Environmental, Inc. ("Consultant") shall provide testing 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:

- Rata Testing
- Source Testing
- Emission Testing

These testing services are not maintenance and thus, are not subject to prevailing wage per Labor Code section 1773.5 and Title 8 CCR 16001 (a).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing will be quoted at the time services are required.

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 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

Blue Sky Environmental, 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: March 25, 2021

SUBJECT: Bay Cities Pyrotector, Inc. – Five Year Multi-Task General Services Agreement for Fire System 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:	Joel Ledesma <i>JL</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"/>	
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>		

RECOMMENDATION:

Approve Resolution 21-25 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Fire system 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 SCPPA Members. Bay Cities Pyrotector, Inc. was the successful bidder on a recent solicitation for fire system maintenance at the CT facilities. 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 projects. NCPA currently has an agreement in place for similar services with Sabah International.

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. NCPA seeks bids from as many qualified providers as possible. 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 March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 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 21-25
- Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc.

RESOLUTION 21-25

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH BAY CITIES
PYROTECTOR, INC.**

(reference Staff Report #132:21)

WHEREAS, fire system 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, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Bay Cities Pyrotector, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. to provide such services at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc., for fire system maintenance services, 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 _____, 2021 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BAY CITIES PYROTECTOR, 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 Bay Cities Pyrotector, Inc., a California corporation with its office located at 1315 67th Street, Emeryville, CA 94608 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20__ ("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 (\$1,000,000.00) 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Bay Cities Pyrotecator, Inc.
Attention: Lloyd Ernst
1315 67th Street
Emeryville, CA 94608

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

BAY CITIES PYROTECTOR, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

KATHI LINGSCHEID,
Executive Administrator

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Bay Cities Pyrotector, Inc. ("Contractor") shall provide fire system maintenance 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.

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

- Fire Alarm System Testing & Inspection
- Special Hazard Suppression System I Hood Inspections
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection I Fire Pump I Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications

CT Facilities specific services/pricing to include, but not be limited to the following:

Lodi Energy Center:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Sprinkler Inspection & Test – 2 systems (Wet sprinkler systems: water treatment facility & steam turbine building)	\$ 2,960.00	\$ 3,049.00	\$ 3,140.00	\$ 3,234.00	\$ 3,332.00
Annual Private Service Main Test – 2 systems	\$ 2,960.00	\$ 3,049.00	\$ 3,140.00	\$ 3,234.00	\$ 3,332.00
Annual Deluge System Test (Located over the lube oil tank in the steam turbine building)	\$ 645.00	\$ 664.00	\$ 684.00	\$ 704.00	\$ 726.00
Annual Preaction Sprinkler System Inspection & Test (Located over the bearings in the steam turbine building)	\$ 645.00	\$ 664.00	\$ 684.00	\$ 704.00	\$ 726.00
Annual Foam Inspection, Test & Maintenance of High Expansion Foam System (Located in steam turbine building)	\$ 3,440.00	\$ 3,543.00	\$ 3,650.00	\$ 3,759.00	\$ 3,872.00

ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
³ Annual Fire Alarm System Test	\$ 3,600.00	\$ 3,708.00	\$ 3,820.00	\$ 3,935.00	\$ 4,053.00
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
⁴ Semi-annual Sprinkler Inspection & Test	\$ 1,800.00	\$ 1,854.00	\$ 1,910.00	\$ 1,968.00	\$ 2,027.00
Semi-annual Private Service Main Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

QUARTERLY: NFPA 25-2016 CA EDITION	ANNUALIZED (billed quarterly)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Sprinkler, preaction & deluge systems inspection	\$17,760.00	\$18,288.00	\$18,840.00	\$19,404.00	\$19,992.00

10-YEAR: NFPA 25-2016 CA EDITION	
10-Year Foam Bladder Integrity & Hydro Test	\$ 2,960.00
2 - 5,000 gallon vac trucks	\$15,962.00
Total of 10,000 gallons; if not needed will revise pricing	

5-YEAR: NFPA 25-2016 CA EDITION	
5-Year Sprinkler Inspection & Test - 2 systems (Wet sprinkler systems: water treatment facility & turbine building)	\$ 5,920.00
5-Year Private Service Main – 2 systems	\$ 5,920.00
5-Year Deluge System Test (Located over the lube oil tank in the steam turbine building)	\$ 860.00
5-Year Preaction Sprinkler System Inspection & Test (Located over the bearings in the steam turbine building)	\$ 860.00
5-Year Foam Inspection, test & Maintenance of the High Expansion Foam System (Located in steam turbine building. To ensure no accidental discharge of foam through the generators, BCPI will utilize a double block method to close down the piping to the foam generators.)	\$ 5,160.00
² 5-Year Water Storage Tank Inspection/Service	\$17,030.00

CT2/STIG:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Sprinkler Inspection & Test (2 wet systems – Office & water treatment warehouse)	\$ 2,960.00	\$ 3,049.00	\$ 3,140.00	\$ 3,234.00	\$ 3,332.00
Annual Private Service Main Test	\$ 1,110.00	\$ 1,143.00	\$ 1,178.00	\$ 1,213.00	\$ 1,249.00
Annual Deluge System Test (Cooling tower riser. Includes a full flow trip test of the deluge sprinklers. Excludes water recovery or equipment protections.)	\$ 645.00	\$ 664.00	\$ 684.00	\$ 705.00	\$ 726.00
Annual Preaction Sprinkler System Inspection & Test (3 systems – 2 office & 1 shop)	\$ 1,935.00	\$ 1,993.00	\$ 2,053.00	\$ 2,114.00	\$ 2,178.00
Annual Water Storage Tank Inspection & Test	\$ 975.00	\$ 1,004.00	\$ 1,034.00	\$ 1,065.00	\$ 1,097.00
Annual Diesel Fire Pump Test (Excludes fluid & filter maintenance. Excludes weekly pump runs.)	\$ 1,520.00	\$ 1,566.00	\$ 1,613.00	\$ 1,661.00	\$ 1,711.00

ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
¹ Annual Fire Alarm System Test	\$ 7,200.00	\$ 7,416.00	\$ 7,639.00	\$ 7,869.00	\$ 8,105.00
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
² Semi-annual Sprinkler Inspection & Test	\$ 3,600.00	\$ 3,708.00	\$ 3,820.00	\$ 3,935.00	\$ 4,053.00
Semi-annual Private Service Main Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

QUARTERLY: NFPA 25-2016 CA EDITION	ANNUALIZED (billed quarterly)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Sprinkler, preaction & deluge systems inspection	\$13,320.00	\$13,720.00	\$14,127.00	\$14,554.00	\$14,990.00

Quantity and Description

- 1 – Confined space diver \$ 7,398.00
- Lot – Material sales tax @ 8.25% \$ 610.34

Confined Space Amount

\$ 8,008.34

5-YEAR: NFPA 25-2016 CA EDITION	
5-Year Sprinkler Inspection & Test (2 wet systems – Office & water treatment warehouse)	\$ 5,920.00
5-Year Private Service Main	\$ 2,405.00
5-Year Deluge System Testing (Cooling tower riser)	\$ 860.00
5-Year Preaction Sprinkler System Inspection & Test (3 systems – 2 office & 1 shop)	\$ 2,580.00
5-Year Water Storage Tank Inspection & Test (The inspection will utilize a certified confined space diver to conduct the internal visual inspections without draining the tanks)	\$ 975.00

CT1 Alameda:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Private Service Main Test – 2 systems	\$ 460.00	\$ 474.00	\$ 488.00	\$ 503.00	\$ 518.00

ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Semi-annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

5-YEAR: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
5-Year Private Service Main	\$ 690.00				

CT1 Lodi:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Private Service Main Test – 2 systems	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00	\$ 225.00

ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Semi-annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

5-YEAR: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
5-Year Private Service Main	\$ 690.00				

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 Exhibit A for CT Facilities pricing.

Pricing for services to be performed at other NCPA facilities, 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

Bay Cities Pyrotector, 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)



Commission Staff Report

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: Groome Industrial Service Group, LLC – Five Year Multi-Task General Services Agreement for Ammonia Injection Grid/Vaporizer, CO/SCR, HRSG Inspection and Maintenance and COVID-19 Cleaning 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:	Joel Ledesma <i>JL</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"/>	
Alameda Municipal Power	<input type="checkbox"/>	City of Lodi <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Healdsburg	<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>

RECOMMENDATION:

Approve Resolution 21-26 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Groome Industrial Service Group, LLC for ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and COVID-19 cleaning related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and COVID-19 cleaning 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 a current agreement in place with Groome Industrial Service Group, LLC, 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 currently has agreements in place for similar services with Precision Iceblast Corporation and Jan-Pro of the Greater Bay Area.

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. NCPA seeks bids from as many qualified providers as possible. 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:

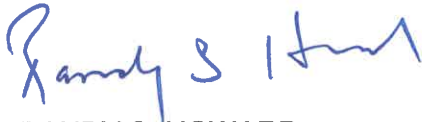
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 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 21-26
- Multi-Task General Services Agreement with Groome Industrial Service Group, LLC

RESOLUTION 21-26

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH GROOME
INDUSTRIAL SERVICE GROUP, LLC

(reference Staff Report #133:21)

WHEREAS, ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and COVID-19 cleaning 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, Groome Industrial Service Group, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Groome Industrial Service Group, LLC to provide such services at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Groome Industrial Service Group, LLC, for ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and COVID-19 cleaning related services, 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 ___, 2021 by the following vote on roll call:

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include 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.

DAVID HAGELE
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GROOME INDUSTRIAL SERVICE GROUP, 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 Groome Industrial Service Group, LLC., a limited liability company, with its office located at 22 Audrey Place, Fairfield, NJ 07004 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2021 ("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 (\$1,000,000.00) 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 active, 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Groome Industrial Service Group, LLC.
Attention: Steve Houghton
22 Audrey Place
Fairfield, NJ 07004

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.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

GROOME INDUSTRIAL SERVICE GROUP, LLC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

STEVE HOUGHTON,
VP of Sales

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Groome Industrial Service Group, LLC. ("Contractor") shall provide inspection and maintenance services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- SCR Catalyst Cleaning & Repacking
- CO Catalyst Cleaning & Repacking
- Ammonia Injection Grid Cleaning
- Ammonia Vaporizer Cleaning
- SCR & CO Catalyst Replacement
- HRSG Tube Cleaning
- Inlet Filter House & Duct Refurbishment
- Full-Scale Plant Cleandown
- Baghouse / Filter Changeouts
- Drain System & Pit Cleanouts
- Cooling Tower / ACC Cleaning
- Grate Block / Bar Refurbishment
- Covid-19 Cleaning

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:

2021 Rates & Pricing

Catalyst Technicians.....	\$109.00 / hour (Straight Time)
Consumable Supplies.....	Cost plus 25% (if required)
Equipment Rental.....	Cost plus 25% (if required)
PPE.....	\$ 48.00 per man / per shift
Per Diem.....	\$185.00 per man / per shift

Overtime rates are calculated at 1.5 x the straight time rate. This overtime rate is effective after 8 straight time hours are worked Monday through Friday and all-day Saturday and Sunday. Holiday rates are double-time; except Easter, Thanksgiving Day, Christmas Day, and New Year's Day, which are billed at triple-time.

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

Groome Industrial Service Group, LLC.

(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 _____

Steve Houghton, VP of Sales_____
(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: Nate's Tree Service, Inc. – 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:	Joel Ledesma <i>JL</i> Assistant General Manager	METHOD OF SELECTION:	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"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 21-27 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nate's Tree Service, Inc. for vegetation management services, 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Vegetation management including tree falling and brush removal 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. Nate's Tree Service, Inc. is a new vendor for NCPA. Nate's Tree Service was the successful bidder on a recent solicitation for tree removal services. 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 Kimberly Fields, Ronwright Logging and Tanner Logging.

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 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 21-27
- Multi-Task General Services Agreement between NCPA and Nate's Tree Service, Inc.

RESOLUTION 21-27

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
NATE’S TREE SERVICE, INC.**

(reference Staff Report #134:21)

WHEREAS, vegetation management including tree falling and brush removal 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, Nate’s Tree Service, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Nate’s Tree Service, Inc. to provide such services at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members, in an amount not to exceed \$2,500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nate’s Tree Service, Inc., for vegetation management services, 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, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021, 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NATE'S TREE SERVICE, 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 Nate's Tree Service, Inc., a corporation with its office located at 16603 Meadow Lark Drive, Sonora, CA 95370 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2021 ("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** two million five hundred thousand dollars (\$2,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally omitted.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the 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.

4.5 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Michelle Gray, CEO
Nate’s Tree Service, Inc.
16603 Meadow Lark Drive
Sonora, CA 95370

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, SCPA or SCPA 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

NATE'S TREE SERVICE, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

MICHELLE GRAY, CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Nate's Tree Service, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members, including:

- Falling trees;
- Climbing;
- Chipping;
- Hauling;
- Brush removal;
- Weed abatement.

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:

TIME AND MATERIALS FOR 5 YEAR CONTRACT FOR
VEGETATION MANAGEMENT

PREVAILING WAGE

DAY RATE @ \$4200.00 OR DEPENDING ON JOB

3-4 MAN CREW

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

The rates set forth above are valid from February 2021 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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,

Michelle Gray, CEO

(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

Nate's Tree Service, 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 - 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

**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

Nate's Tree Service, Inc.

(Authorized Officer & Title)

Michelle Gray, CEO

16603 Meadow Lark Drive

(Address)

Sonora, CA 95370



Commission Staff Report

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: Capital Industrial Restoration, Inc. – Five Year Multi-Task General Services Agreement for industrial coatings, concrete maintenance and masonry work; 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:	Joel Ledesma <i>JL</i> Assistant General Manager	METHOD OF SELECTION: 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 21-28 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Capital Industrial Restoration, Inc. for industrial coatings, concrete maintenance and masonry services, 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, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Industrial coatings, concrete maintenance and masonry 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 a current Short Form Agreement (SFA) in place with Capital Industrial Restoration, Inc. NCPA has been pleased with this vendor, and believes this vendor has demonstrated capabilities for larger projects. NCPA desires to enter into this agreement to facilitate competition on larger projects, and 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 Syblon Reid, Ford Construction, Granite Construction, KW Emerson, and George Reed.

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 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 21-28
- Multi-Task General Services Agreement between NCPA and Capital Restoration Services, Inc.

RESOLUTION 21-28

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

(reference Staff Report #135:21)

WHEREAS, industrial coatings, concrete maintenance and general masonry work 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, Capital Industrial Restoration, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Capital Industrial Restoration, Inc. to provide such services at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members in an amount not to exceed \$2,500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Capital Industrial Restoration, Inc., for industrial coatings, concrete maintenance and general masonry services, 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, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021, 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CAPITAL INDUSTRIAL RESTORATION, 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 Capital Industrial Restoration, Inc., a corporation with its office located at 659 Aspen Meadows Way, Lincoln, CA 95648 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2021 ("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** two million five hundred thousand dollars (\$2,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Professional Liability Insurance. Intentionally omitted.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the 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.

4.5 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Tim Sholl, CEO
Capital Industrial Restoration, Inc.
659 Aspen Meadow Way
Lincoln, CA 95648

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

CAPITAL INDUSTRIAL RESTORATION

Date _____

Date _____

RANDY S. HOWARD, General Manager

TIM SHOLL, Chief Executive Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Capital Industrial Restoration, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, SCPPA, and SCPPA Members, shall perform the following routine, recurring, and usual maintenance services including, without limitation:

- Concrete sealing and crack injection;
- Industrial coatings;
- Concrete work;
- General masonry work; and
- Other miscellaneous maintenance tasks.

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:

Capital Industrial Restoration, Inc.

DESCRIPTION	UNITS	Regular	Prevailing	MATERIAL
RATE SHEET		Hourly	Hourly	
LABOR RATES		Rate	Rate	
SUPERVISOR	HOURLY	\$90.00	\$112.00	
STONE MASON	HOURLY	\$79.00	\$140.00	
CEMENT MASON (EPOXY)	HOURLY	\$76.00	\$110.00	
CEMENT MASON (CONCRETE)	HOURLY	\$76.00	\$110.00	
CARPENTER	HOURLY	\$76.00	OPEN	
LABORER	HOURLY	\$59.00	\$108.00	
TRAVEL TIME RATE	HOURLY	\$29.50	\$29.50	
TRUCK WITH HAND TOOLS	1		\$250.00	
SPECIAL-HILTI,BOSCH,DUSTLESS	1		\$110.00	
EPOXY INJECTION MACHINE	1		\$228.00 DAY	
URETHANE INJECTION MACHINE	1		\$125.00 DAY	
GROUT PUMP	1		\$190.00 DAY	
SIKA ANCHOR 300T GEL PUMP	1		\$190.00 DAY	
CONFINED SPACE EQUIPMENT	M/TR/H/V		\$350.00 DAY	
GENERATOR 5000W	DAILY		\$125.00 DAY	
SIKADUR 31 HI-MOD GEL	1 GAL.	NSF61	APPROVED	\$75.72
SIKADUR 35 HI-MOD LV	1 GAL.	NSF61	APPROVED	\$98.95
SIKADUR 52 INJECTION RESIN	1 GAL.			\$86.85
SIKA ARMATEC 110	1 KIT			\$215.00
SIKATOP 111/121/122/123/ETC.	1 BAG	NSF61	APPROVED	\$56.10
SIKA GROUT/212/222/300 PT	1 BAG			\$25.75
SIKA VOH	1 BAG			\$54.00
KEMKO STRIP SEAL SbyS	1 TUBE			\$48.00
SIKA 55 SLV	1 GAL.			\$108.10
PUMP WASH	1 GAL.			\$39.00
SPETEC POLYURETHANE GROUT	1 GAL.	NSF61	APPROVED	\$140.00
WATERPLUG	1 PAIL			\$97.50
INJECTION PACKERS	1 EA.			\$4.50
BASF MASTER SEAL HYDRAULIC	1 PAIL			\$125.50
PORTS & CAPS	EA.			\$4.00
SIKA ANCHOR FIX-300T SbyS	EA.	NSF61	APPROVED	\$38.00
MATERIALS RECEIPT plus 15%				
EQUIPMENT/TOOLS/LIFTS/ LUMBER/STEEL/HARDWARE/ETC.				
AT CURRENT COSTS				
SHIPPING & HANDLING		15-25%		
ADD TAXES TO MATERIALS		8-9%		
MILEAGE		\$0.58		
STAND-BY AT HOURLY RATES +		HOURLY		
TRAVEL TIME		HOURLY		
LODGING PER AREA		OPEN		
LISTED TO BE BILLED AT FAIR				
WORKERS COMPENSATION INS.	INCL.		IN RATES	
OVERTIME AT TIME & HALF	1.5			
PER/DIEM/P/M @\$50.00/P/D	P/D			
MOBILIZATION FEE	OPEN			
REVISED 1-6-2020				

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

The rates set forth above are valid from March 2021 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

**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: March 25, 2021

SUBJECT: Maxim Crane Works, L.P. – Five Year Multi-Task General Services Agreement for Crane Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>J.L.</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"/>	
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>		

RECOMMENDATION:

Approve Resolution 21-29 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Maxim Crane Works, L.P. for crane 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.

BACKGROUND:

Crane related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA currently has an agreement in place with Maxim Crane Works, L.P., 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 American Crane Rental, Hatton Crane & Rigging, OST Trucks & Cranes, Summit Crane Company and Titan Crane & Rigging.

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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 March 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 8, 2021 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 21-29
- Multi-Task General Services Agreement with Maxim Crane Works, L.P.

RESOLUTION 21-29

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH MAXIM CRANE
WORKS, L.P.**

(reference Staff Report #136:21)

WHEREAS, crane 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); and

WHEREAS, Maxim Crane Works, L.P. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Maxim Crane Works, L.P. to provide such services at any facilities owned and/or operated by NCPA, in an amount not to exceed \$1,500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Maxim Crane Works, L.P., for crane related services, 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 _____, 2021 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MAXIM CRANE WORKS, L.P.**

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 Maxim Crane Works, L.P., a limited partnership with its office located at 7512 Pacific Avenue, Pleasant Grove, CA 95668 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2021 ("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 consistent with the terms of this Agreement.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Due to the nature of the Services provided by Contractor under this Agreement, the parties agree that the quotation for specific Work is an estimate and that Contractor will bill Agency at agreed-upon labor and equipment rates on an hourly, daily, weekly, or monthly basis as specified in Exhibit B or in the Purchase Order. Further, Agency will be billed for any applicable freight fuel charges and all other ancillary charges as agreed upon by the parties in a Purchase Order. 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.

- 1.6 Notwithstanding any of the foregoing, Contractor's Work, as the provider of cranes and related crane services only and shall not include except where and to the extent Contractor's employees or agents are used as agreed in writing by the parties hereto: (i) providing general jobsite safety with respect to the area(s) surrounding Contractor's crane operations; (ii) providing accurate load weights; (iii) control, supervision and responsibility for hooking and unhooking loads; and (iv) providing competent and qualified signal persons to direct Contractor's equipment operators. Furthermore, Agency verifies signal person(s) and rigger(s) supplied are qualified as defined and required by OSHA Regulations, 29 CFR 1926.1425 & 1428.

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. Not Applicable.

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.
- 4.7** Notwithstanding any of the above or any other provision of this Agreement or any applicable Contract Document or attachment, with respect to Agency, and Contractor's commercial general liability insurance policies with current limits of \$305,000,000.00, any requested additional insured status on a primary basis and waivers, shall be extended to Contractor's contractual liabilities herein; and such special endorsements shall NOT apply to any liability caused by an additional insured's own negligent act or omission, intentional or misconduct. Contractor's certificate of insurance and the endorsements to Contractor's insurance policies shall include the phrase "as required by written contract" or similar language to clarify that the insurance certificate and endorsement forms shall not be construed to provide greater rights than those conveyed by this Agreement and the attachments thereto. Contractor hereby reserves and retains whatever rights and remedies it may possess at law or in equity to recover losses and/or damages from any responsible third party.

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 to the extent caused by acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the negligence of Agency.
- 5.3 Transfer of Title.** Not Applicable.

- 5.4 Contractor and Agency intend and agree that this section shall be interpreted and applied based on principles of comparative or proportionate fault, each party being responsible for its own acts or omissions, and third parties are similarly responsible for their own acts or omissions.

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.
- 8.4.5** Notwithstanding any of the above or any other provision of this Agreement, under no circumstances shall Agency or any other party have the right to take possession of or to use Contractor's equipment without the express written permission or agreement of Contractor and the execution of a separate bare equipment rental agreement as agreed by the parties hereto.

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. Agency agrees that it shall not retain an audit firm on a contingent fee or similar basis.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any

unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. PROJECT SITE.

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

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be in good condition. Contractor acknowledges this unconditional release of Agency, and its officials, commissioners, officers, employees, agents and volunteers. Nonetheless, Contractor hereby reserves whatever rights it may possess at law or in equity to recover losses or damages from responsible third parties.

10.3 Use of Agency Equipment. Contractor will not use Agency equipment.

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

11.3 Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance,

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

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

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

- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

Maxim Crane Works, L.P.
Attention: Aaron Carrion
7512 Pacific Avenue
Pleasant Grove, CA 95668

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), this Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

SIGNATURES ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

MAXIM CRANE WORKS, L.P.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

DEAN BERLIN,
Vice President – West Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Maxim Crane Works, L.P. ("Contractor") shall provide crane services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by Agency.

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

- Engineering and Project Management for crane rental projects
- Crane and lift training
- Engineered crane lifts
- Crane rentals and crane rental services
- Rigging services
- Transportation services
- Heavy lifts/Heavy transportation services
- On-site evaluations
- Operated and Maintained Crane Rental
- Base Crane Rental

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:



1/26/2021

Operated & Maintained Equipment

Hydraulic Truck Cranes

Capacity	Hourly Rate	Overtime	Doubletime
40 Ton	\$ 195.00	\$ 235.00	\$ 275.00
50 Ton	\$ 205.00	\$ 245.00	\$ 285.00
60 Ton	\$ 215.00	\$ 255.00	\$ 295.00
70 Ton	\$ 235.00	\$ 275.00	\$ 315.00
75 Ton	\$ 245.00	\$ 285.00	\$ 325.00
90 Ton	\$ 260.00	\$ 300.00	\$ 340.00
110 ton*	\$ 375.00	\$ 455.00	\$ 535.00
120 Ton*	\$ 385.00	\$ 465.00	\$ 545.00
175 Ton*	\$ 395.00	\$ 475.00	\$ 555.00
185 Ton*	\$ 415.00	\$ 495.00	\$ 575.00
210 Ton*	\$ 445.00	\$ 525.00	\$ 605.00
235 Ton*	\$ 455.00	\$ 535.00	\$ 615.00
275 Ton*	\$ 465.00	\$ 545.00	\$ 625.00
300 Ton*	\$ 525.00	\$ 605.00	\$ 685.00
500 Ton*	\$ 850.00	\$ 930.00	\$ 1,010.00

*denotes 2 man cranes

Notes:

1. Fuel surcharge included in rate
2. Bare rental rates are based on monthly = 176 hours
3. 4 Hour minimum port x port (1) man Hyd truck cranes
4. 8 Hour minimum port x port (2) man Hyd truck cranes
5. Operated and Maintained Rough terrains are 8 hour min.
6. Local 3 rules apply
7. Permits are not included in rates *Based on Cwt configuration

Cwt Loads maximum basic lift crane

90 Ton*	1	HTC8690	
120 Ton*	2	LTM1160 5.1	*Reduced cwt.
175 Ton*	3	LTM1160 5.1	
185 Ton*	3	LTM1160 5.1	
210 Ton*	4	GMK5210	
235 Ton*	4	LTM 1200/1	
275 Ton*	4	GMK5275	
300 Ton*	6	GMK6300	
500 Ton*	9	LTM 1400 7.1	

Rough Terrain Cranes *8 hour min

Capacity	Hourly Rate	Overtime	Doubletime
30 Ton RT	\$ 175.00	\$ 215.00	\$ 255.00
50 Ton RT	\$ 190.00	\$ 230.00	\$ 270.00
65 Ton RT	\$ 200.00	\$ 240.00	\$ 280.00
75 Ton RT	\$ 205.00	\$ 245.00	\$ 285.00
80 Ton RT	\$ 215.00	\$ 255.00	\$ 295.00
90 Ton RT	\$ 235.00	\$ 275.00	\$ 315.00
100 Ton RT	\$ 255.00	\$ 295.00	\$ 335.00
130 Ton RT	\$ 295.00	\$ 335.00	\$ 375.00

Rough Terrain Cranes Bare rental

Capacity	Weekly Rate	Monthly rate
30 Ton RT	\$ 1,850.00	\$ 5,500.00
50 Ton RT	\$ 2,500.00	\$ 7,500.00
65 Ton RT	\$ 3,300.00	\$ 9,800.00
75 Ton RT	\$ 3,550.00	\$ 10,600.00
80 Ton RT	\$ 4,200.00	\$ 12,500.00
90 Ton RT	\$ 5,000.00	\$ 15,000.00
100 Ton RT	\$ 6,000.00	\$ 18,000.00
130 Ton RT	\$ 7,700.00	\$ 23,000.00

	Hourly Rate	Overtime	Doubletime
Cwt Trucking	\$ 145.00	\$ 185.00	\$ 225.00
9 Axle Transport	\$ 225.00	\$ 265.00	\$ 305.00
5 Axle Transport	\$ 175.00	\$ 215.00	\$ 255.00

*Added Cwt trucking applies based on required configuration

Excess Crew Time

Operator	\$ 135.00	\$ 175.00	\$ 215.00
Operator/Oiler	\$ 270.00	\$ 350.00	\$ 430.00

*All cranes can be configured for required radius and weight requirement

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

Maxim Crane Works, L.P.

(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)



Commission Staff Report

Date: March 15, 2021

COMMISSION MEETING DATE: March 25, 2021

SUBJECT: Approval of Western Area Power Administration (WAPA) 2021 Renewable Energy Credit (REC) Program Letter of Agreement

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>TZ</i>	METHOD OF SELECTION:
	AGM, Power Management	N/A
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 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:

NCPA staff recommends that the Commission adopt and approve the Letter of Agreement developed for administering the Western Area Power Administration (WAPA) 2021 Renewable Energy Credit (REC) Program (WAPA 2021 REC Program), and authorize the General Manager of NCPA to execute the WAPA 2021 REC Program Letter of Agreement, on behalf of NCPA, including any non-substantive modifications to WAPA 2021 REC Program Letter of Agreement approved by NCPA's General Counsel.

BACKGROUND:

NCPA Members are subject to a variety of environmental mandates that require the use of RECs to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources.

The NCPA Members are preference power customers of WAPA, and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP).

DISCUSSION:

Pursuant to the WAPA 2021 REC Program Letter of Agreement, WAPA has established a program to distribute RECs produced by CVP facilities to preference power customers. Certain NCPA Members who have assigned their Base Resource percentage to NCPA have requested NCPA to enter into the WAPA 2021 REC Program Letter of Agreement on their behalf¹, in order for NCPA to receive RECs from WAPA.

The WAPA 2021 REC Program Letter of Agreement specifies the terms and conditions under which RECs are transferred from WAPA to preference power customers. The WAPA 2021 REC Program Letter of Agreement has a term of one (1) year, expiring July 31, 2022; applies to RECs produced by CVP facilities in 2021; and, allows either party to terminate the agreement upon a 30-day prior written notice. RECs received pursuant to the WAPA 2021 REC Program Letter of Agreement are nontransferable, except NCPA may transfer RECs to Members it represents under the agreement. WAPA does not warrant or represent that the RECs provided from the CVP will satisfy any federal or state renewable energy mandates.

A draft of the WAPA 2021 REC Program Letter of Agreement is attached to this staff report for your reference.

FISCAL IMPACT:

Costs associated with entering into the WAPA 2021 REC Program Letter of Agreement are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members. NCPA's administrative costs for

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on March 3, 2021 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-30
- WAPA 2021 REC Program Letter of Agreement

RESOLUTION 21-30

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF WAPA 2021 REC PROGRAM LETTER OF AGREEMENT

(reference Staff Report #137:21)

WHEREAS, the Northern California Power Agency (NCPA) Members are subject to a variety of environmental mandates that require the use of Renewable Energy Credits (RECs) to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources; and

WHEREAS, NCPA Members are preference power customers of Western Area Power Administration (WAPA), and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP); and

WHEREAS, pursuant to the WAPA 2021 REC Program Letter of Agreement, WAPA has established a program to distribute RECs produced by CVP facilities to preference power customers, and certain NCPA Members who have assigned their Base Resource percentage to NCPA have requested NCPA to enter into the WAPA 2021 REC Program Letter of Agreement on their behalf¹, in order for NCPA to receive RECs from WAPA; and

WHEREAS, the WAPA 2021 REC Program Letter of Agreement specifies the terms and conditions under which RECs are transferred from WAPA to preference power customers, including specifying that RECs received pursuant to the WAPA 2021 REC Program Letter of Agreement are nontransferable, except NCPA may transfer RECs to Members it represents under the agreement; and

WHEREAS, costs associated with entering into the WAPA 2021 REC Program Letter of Agreement are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members, and NCPA's administrative costs for development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt and approve the WAPA 2021 REC Program Letter of Agreement, and authorize the General Manager of NCPA to execute the WAPA 2021 REC Program Letter of Agreement, on behalf of NCPA, including any non-substantive modifications to the WAPA 2021 REC Program Letter of Agreement approved by NCPA's General Counsel.

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 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	_____	_____	_____

DAVE HAGELE
 CHAIR

ATTEST: _____
CARY A. PADGETT
 ASSISTANT SECRETARY



Department of Energy
Western Area Power Administration
Sierra Nevada Customer Service Region
114 Parkshore Drive
Folsom, California 95630-4710

Letter of Agreement 21-SNR-XXXX

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

Dear Mr. Howard:

The Northern California Power Agency (NCPA) is a customer of the Western Area Power Administration's (WAPA) Sierra Nevada Region (SNR) and has executed Base Resource Contract 04-SNR-00782 with WAPA. Some of SNR's customers have requested that SNR make the renewable energy credits (RECs) that may be associated with SNR's hydropower generation available to them to assist in meeting their renewable requirements. Although SNR is willing to initiate a 2021 REC Program, SNR does not warrant or represent that the RECs it provides under this program will satisfy any Federal or State renewable portfolio standards.

This Letter of Agreement (LOA) provides the terms and conditions under which SNR will apportion RECs to participants in the 2021 REC Program in association with power generated in 2021.

1. Participation in SNR's REC Program:
 - 1.1 In order to receive an apportionment of RECs from SNR's REC Program, NCPA must be a Western Renewable Energy Generation Information System (WREGIS) Account Holder. SNR will not apportion or create RECs for NCPA until its WREGIS Account Holder status has been verified.
 - 1.2 Project use customers may participate in SNR'S REC Program by providing written notice to WAPA at least 60 days prior to the first day of the first month that such customer desires to begin participation.
 - 1.3 All RECs provided under this LOA shall be from the vintages January 2021 through December 2021

1.4 For the purposes of participating in SNR's REC Program under this LOA, NCPA shall include the following members and the base resource percentages they have assigned to NCPA:

- 1.4.1 Alameda Municipal Power
- 1.4.2 Biggs, City of
- 1.4.3 Gridley, City of
- 1.4.4 Healdsburg, City of
- 1.4.5 Lodi, City of
- 1.4.6 Lompoc, City of
- 1.4.7 Oakland, Port of
- 1.4.8 Plumas-Sierra Rural Electric Cooperative
- 1.4.9 Ukiah, City of

2. Definitions:

- 2.1 "CVP RECs" shall mean the renewable energy credits that may be associated with the megawatthours from Central Valley Project hydropower generation.
- 2.2 "Stampede RECs" shall mean the renewable energy credits that may be associated with the megawatthours from the Washoe Project hydropower generation.
- 2.3 "Unclaimed RECs" shall mean the renewable energy credits that may be associated with SNR's hydropower generation from Lewiston, Nimbus and Stampede that are not being claimed by other preference or project use customers.

3. Apportionment of RECs:

SNR will apportion the RECs in a three-step process. Calculation of apportionments will be completed as follows:

3.1 CVP RECs:

- 3.1.1 SNR will calculate the percentage contribution from each unit/project registered with WREGIS to the amount of Base Resource generated each month.
- 3.1.2 SNR will then calculate the amount of Base Resource NCPA received each month based on the sum of power scheduled to NCPA from its Base Resource percentage and its contribution to or allocation from the Hourly Exchange Program.

- 3.1.3 Finally, SNR will apply NCPA's actual month's Base Resource percentage as determined in Subsection 3.1.2 above to the CVP RECs associated with that month's Base Resource from each unit/project as determined in 3.1.1 to determine NCPA's apportionment of CVP RECs for each month in calendar year 2021.

3.2 Unclaimed RECs:

- 3.2.1 SNR will normalize the participating customers' Base Resource percentages for calendar year 2020 by dividing each customer's Base Resource percentage by the total of all participating customers' Base Resource percentages.
- 3.2.2 SNR will then apply NCPA's normalized percentage to the total Unclaimed RECs for each month in 2021 to determine NCPA's apportionment of Unclaimed RECs.
- 3.2.3 NCPA acknowledges that its normalized percentage, used for the apportionment of Unclaimed RECs, may change during the term of this LOA depending on the number of participating customers.

3.3 Stampede RECs:

Stampede RECs will be held in WREGIS until SNR can determine the annual amount of RECs due to the Truckee Donner Public Utility District (TDPUD) and the City of Fallon (Fallon) before allocating the Stampede RECs to others. Once SNR has determined the percentage of the Stampede RECs to be provided to TDPUD and Fallon due to their contributions to the Washoe Project, the remaining Stampede RECs will be apportioned to the participants pursuant to the procedures provided in Subsections 3.1 and 3.2 above.

- 3.4 SNR will transfer NCPA's CVP and Unclaimed RECs apportionments through WREGIS after the RECs have been created by WREGIS.
- 3.5 SNR will transfer Stampede RECs apportionments through WREGIS after the TDPUD and Fallon percentage has been determined and the Stampede RECs have been created by WREGIS.

4. Nontransferable:

NCPA hereby acknowledges and agrees that RECs associated with WAPA power are neither transferable nor available for resale by NCPA; Except That, NCPA may transfer RECs received through SNR's REC Program to the members listed in Subsection 1.4 above.

5. Compensation to WAPA:

5.1 WAPA's costs to administer SNR's REC Program will be paid by those participants receiving an apportionment of SNR's RECs through WREGIS. Each participant's costs will be determined based on the participant's *pro rata* share of RECs. WAPA's costs will include, but are not limited to, the following:

5.1.1 WAPA's costs to joint WREGIS as an account holder;

5.1.2 WAPA's costs for WREGIS to create RECs;

5.1.3 WAPA's costs for transferring RECs from its WREGIS account to participant's WREGIS account;

5.1.4 Any other costs WAPA may incur for its participation in WREGIS to to operate this program; and

5.1.5 Any other costs WAPA may incur for a third-part due to providing Services hereunder.

5.2 These costs will be provided as a line item on NCPA's monthly electric service bill from WAPA.

6. General Power Contract Provisions:

The General Power Contract Provisions dated September 1, 2007, are attached hereto and are hereby made a part of this LOA the same as if they had been expressly set forth herein.

7. Term:

7.1 This LOA must be signed by NCPA on or before June 1, 2021 in order for NCPA to participate in SNR's 2020 REC Program.

7.2 This LOA shall become effective on June 1, 2021, and shall terminate July 31, 2022; Provided, that either NCPA or SNR may terminate this LOA upon 30 days advance written notice. All obligations created under this LOA while in effect shall remain until satisfied.

If you are in agreement with the terms and conditions written above, please indicate your approval by signing and dating both originals of this LOA and return one to Ms. Sandee Peebles (N6213) at this office. If you have any questions, please contact Sandee at (916) 353-4454.

Sincerely,

Arun K. Sethi
Vice President of Power
Marketing for Sierra Nevada
Region

In Duplicate

NORTHERN CALIFORNIA POWER AGENCY

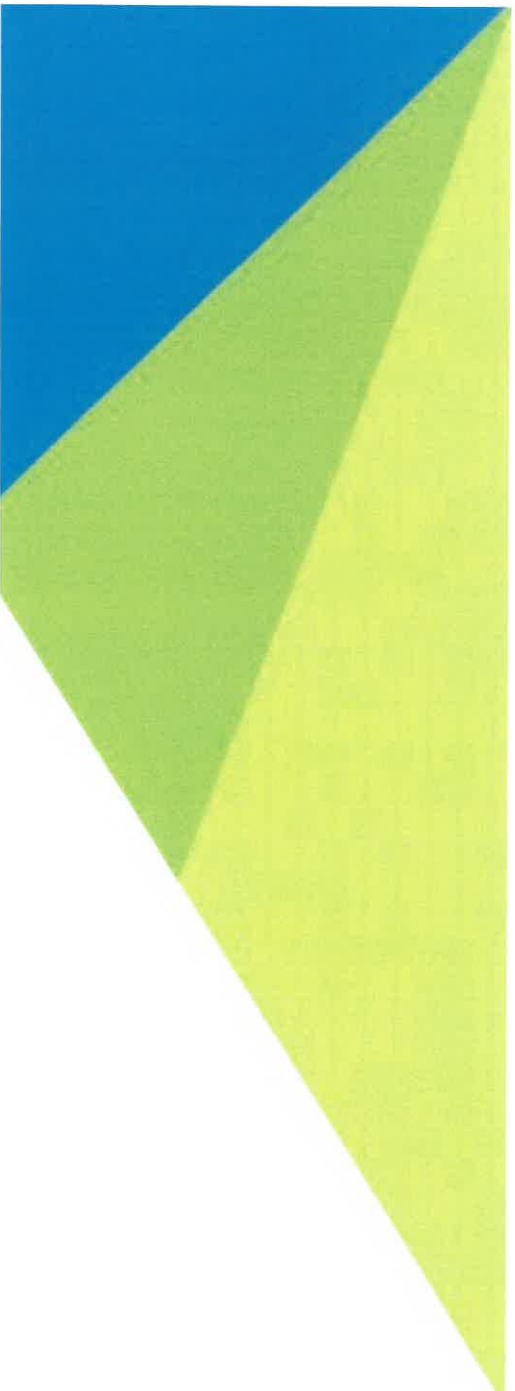
By: _____

Title: _____

Address: _____

Date: _____

Item 20



NCPA Proposed Budget

Fiscal Year 2021-22

Monty Hanks
March 2021
Commission Meeting



NORTHERN CALIFORNIA POWER AGENCY

Generation Resources



NORTHERN CALIFORNIA POWER AGENCY

Hydro





HYDRO – FY22 *Proposed* Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
O&M and Other Costs	43,991,103	45,050,071	1,058,968
Labor	5,389,265	5,601,742	212,477
Projects	4,880,000	6,765,000	1,885,000
Total Annual Budget Cost	54,260,368	57,416,813	3,156,445
Less: Revenues	25,093,526	24,958,558	(134,968)
Net Cost to Participants	29,166,842	32,458,255	3,291,413
Net Annual Generation (MMh)	508,507	477,404	(31,103)



HYDRO – FY22 Proposed Budget - Projects

O&M Projects

Lake Alpine Dam Maintenance	M	\$ 400,000
11563 Part 12 Study	M	275,000
Union Dam Maintenance	M	150,000
CV Transformer Maintenance	D	150,000
CV Switchyard Ground Clearance	D	50,000
CV Cooling Water Pumps	M	35,000
Network Infrastructure Improvement	D	15,000

General & Plant Projects

Vehicle Replacement

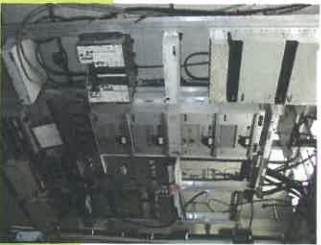
Notes	\$ 65,000
D	65,000

Capital Development Reserve Projects

Mckays Reservoir & Dam Betterment (Clean Out)

Beaver Creek Dredging

Notes	\$ 5,625,000
M, CR	5,500,000
M, CR	125,000





NORTHERN CALIFORNIA POWER AGENCY

Geo





GEO – FY22 Proposed Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
O&M and Other Costs	21,855,201	22,757,558	902,357
Labor	11,121,191	11,658,818	537,627
Projects	2,585,000	6,205,000	3,620,000
Total Annual Budget Cost	35,561,392	40,621,376	5,059,984
Less: Revenues	27,055,567	28,822,897	1,767,330
Net Cost to Participants	8,505,825	11,798,479	3,292,654
Net Annual Generation (MWh)	738,552	686,432	(52,120)



GEO – FY21 Proposed Budget - Projects

O&M Projects	Notes	\$	1,100,000
Plant, Yard & Road Repairs	D		300,000
Steam Field Pipe Supports	M		100,000
Bear Canyon #2 VFD	D		75,000
Plant #2 EHC	D		100,000
Plant #2 Seal Oil Skid	D		100,000
SEGEP Surge Tank Replacements	D		100,000
Plant #1 13.8 kV / 2.4 kV / 480 V Bus Restoration	D		125,000
Plant #1 Intertie Switch	D		100,000
Plant #1 New Cooling Towers	D		100,000

Capital Projects		\$	1,175,000
Geo Admin and Maintenance Facility Upgrade	D		75,000
Plant #2 Diesel Tank	M		450,000
Vehicle Replacements	D		250,000
Enterprise Monitor Systems Upgrade (Field & Effluent)	D		400,000

Maintenance Reserve Projects		\$	3,930,000
FY22 Unit Four Overhaul	D		3,500,000
FY24 Well Replacement /Workover Precollection	D		430,000

CT1





CT1 – FY22 Proposed Budget

	Approved FY 2021	Proposed FY 2022	Budget Increase/ (Decrease)
O&M and Other Costs	3,023,352	3,243,621	220,269
Labor	1,193,226	1,255,643	62,417
Projects	3,667,000	2,573,200	(1,093,800)
Total Annual Budget Cost	7,883,578	7,072,464	(811,114)
Less: Revenues	1,311,400	1,299,571	(11,829)
Net Cost to Participants	6,572,178	5,772,893	(799,285)
Net Annual Generation (MWh)	15,641	10,438	(5,203)

CT1 – FY22 *Proposed Budget* - Projects

O&M Projects	Notes	\$	
Control System	M	1,500,000	
Gas Plants Shared Projects	D	13,200	
Capital Projects		\$	60,000
Vehicle Replacements (90% share)	D		60,000
Maintenance Reserve Projects		\$	1,000,000
CT1 ALA Diesel Emissions/Electric Start	D		1,000,000

CT12





CT2 – FY22 Proposed Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
O&M and Other Costs	7,072,077	7,957,978	885,900
Labor	880,502	912,901	32,399
Projects	36,500	196,300	159,800
Total Annual Budget Cost	7,989,079	9,067,179	1,078,099
Less: Revenues	2,371,273	3,321,814	950,540
Net Cost to Participants	5,617,806	5,745,365	127,559
Net Annual Generation (MWh)	4,987	12,003	7,016



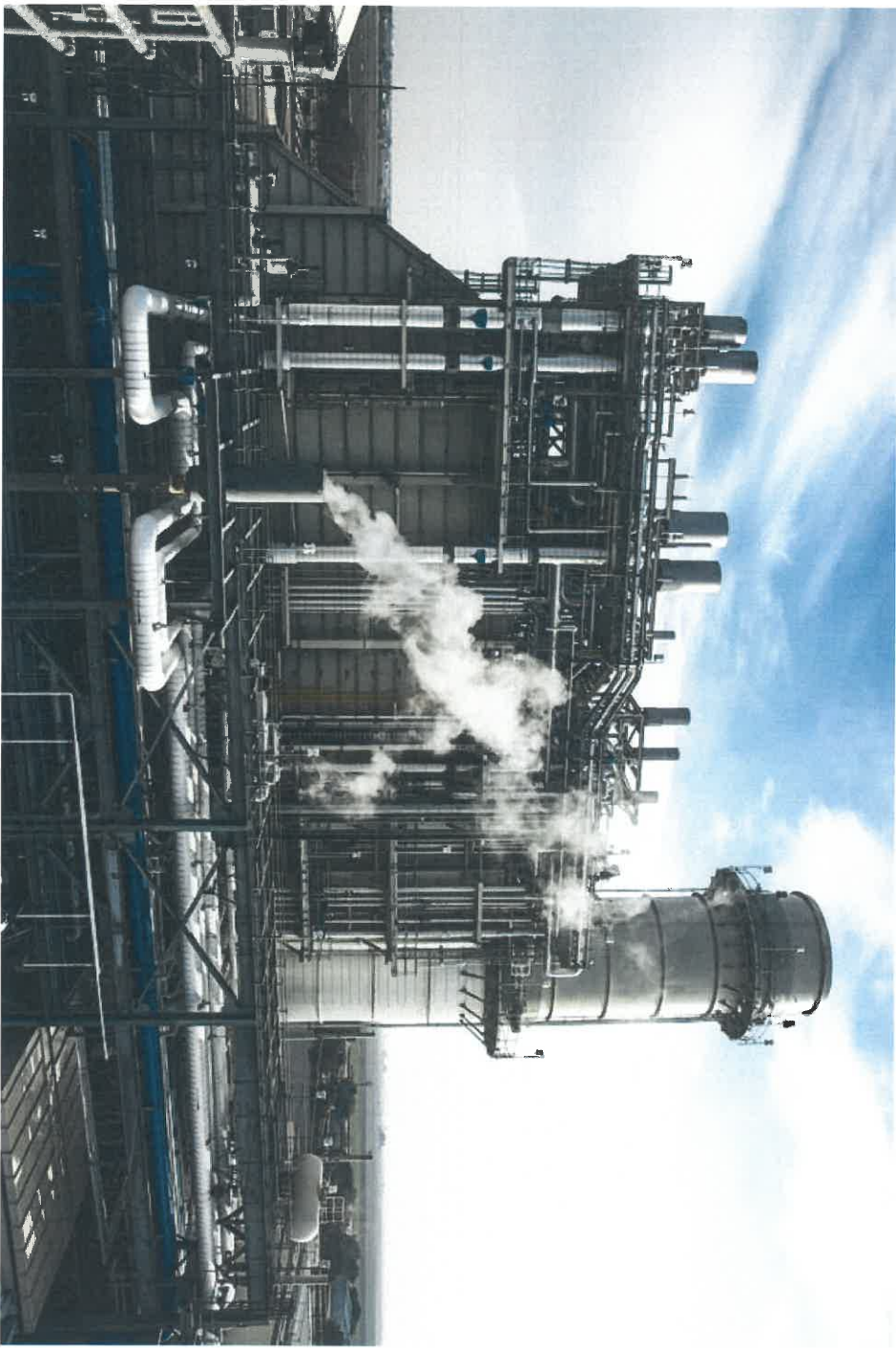
CT2 – FY22 *Proposed Budget* - Projects

O&M Projects	Notes	\$	189,800
CT2 Upgrade Engineering Support	D		150,000
Gas Compressor C OH	D		20,000
Gas Plants Shared Projects	D		19,800
Capital Projects		\$	6,500
Vehicle Replacements (5% share)	D		6,500



NORTHERN CALIFORNIA POWER AGENCY

LEEC





LEC – FY22 *Proposed* Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
O&M and Other Costs	85,380,133	79,336,728	(6,043,405)
Labor	5,789,039	6,040,616	251,577
Projects	2,905,788	5,006,910	2,101,122
Total Annual Budget Cost	94,074,960	90,384,254	(3,690,706)
Less: Revenues	66,151,457	57,033,857	(9,117,600)
Net Cost to Participants	27,923,503	33,350,397	5,426,894
Net Annual Generation (MMh)	1,316,988	945,377	(371,611)

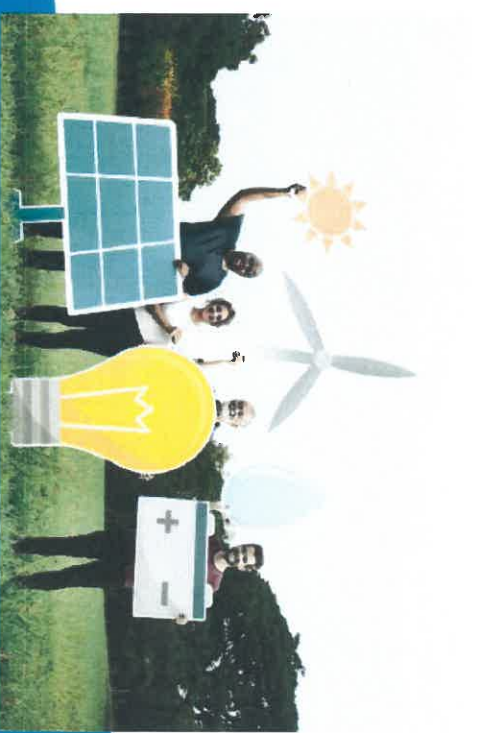
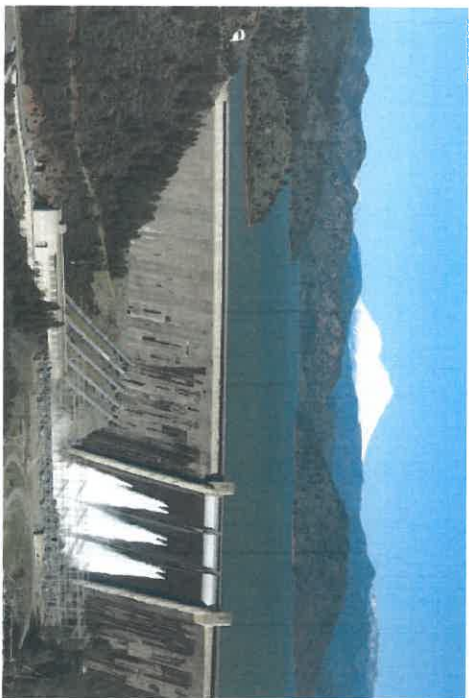
LEEC – FY22 *Proposed* Budget - Projects

O&M Projects	Notes	\$	1,375,305
Annual Maintenance Outage	M		973,305
Steam Turbine Insulation	D		275,000
Gas Plant Shared Projects	D		77,000
Service Water Piping	M		50,000
Capital Projects		\$	1,756,500
Civil / Structural Platforms	D	\$	250,000
Vehicle Replacements (5% share)	D		6,500
Torque Converter Spare	D		1,500,000
Maintenance Reserve Projects		\$	1,875,105
Overhauls, Steam Turbine, Plant Projects, HRSG	M		1,875,105



NORTHERN CALIFORNIA POWER AGENCY

Legislative & Regulatory





Legislative & Regulatory – FY22 Proposed Budget

	FY2021	FY2022	Increase / (Decrease)
	Approved Budget	Proposed Budget	
Legislative	946,848	936,848	(10,000)
Regulatory	298,258	268,258	(30,000)
Western	180,057	175,057	(5,000)
Customer Programs	125,500	135,500	10,000
Total Operational Budget	1,550,663	1,515,663	(35,000)
Labor	1,866,819	1,881,442	14,623
Other (A&G, Occupancy Costs)	670,630	643,460	(27,170)
Less: Interest Income	12,800	12,800	
Net Cost to Participants	4,075,312	4,027,765	(47,547)



NORTHERN CALIFORNIA POWER AGENCY

Power Management





Power Management – FY22 Proposed Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Power Management Operational Costs*	971,530	719,058	(252,472)
Labor	8,082,670	8,685,271	602,601
Other (A&G, Occupancy)	2,308,600	2,539,658	231,058
Liquidation to Plants	(38,677)	(45,100)	(6,423)
Less: Interest Income	42,899	42,899	0
Net Cost to Participants	11,281,224	11,855,988	574,764

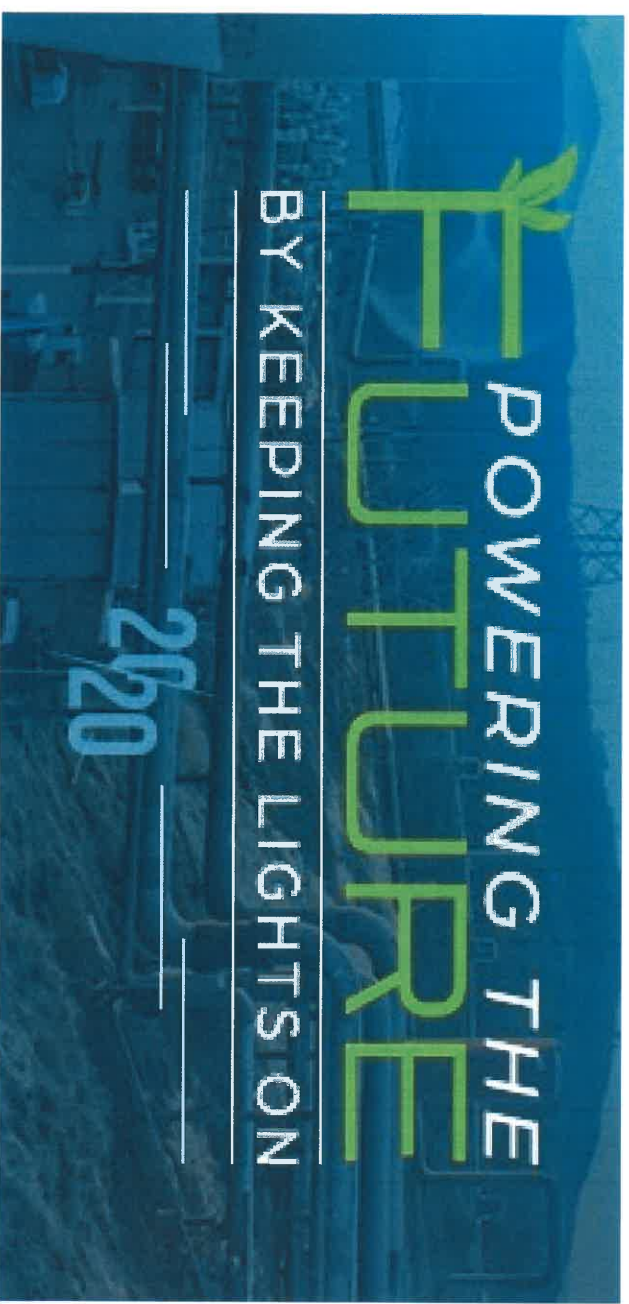
*Power Management consists of Administration, Dispatch & Scheduling, Pooling & Portfolio Management, and Industry Restructuring



Power Management – FY22 *Proposed* Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Net Cost to Participants	11,281,224	11,855,988	574,764
Less: PM Service Revenue	2,064,318	2,363,211	298,893
Adjusted PM Cost	9,216,906	9,492,777	275,871

Executive & Administrative Services





Exec. & Admin Services – FY22 Proposed Budget

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Labor	10,786,346	11,221,844	435,498
Material & Supplies	1,281,246	1,126,083	(155,163)
Outside Services	1,641,950	1,242,500	(399,450)
Insurance	1,149,666	1,753,198	603,532
Computer Hardware/Software	1,496,500	1,127,050	(369,450)
Projects	-	361,172	361,172
Less: Third Party Revenue	33,500	33,500	-
Net Cost to Participants	16,322,208	16,798,347	476,139



NORTHERN CALIFORNIA POWER AGENCY

Staffing, Salaries & Benefits

Staffing – FY22 *Proposed Budget*

	Approved FY 2021 Budget	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
FTEs	169	169	0
Casual	2.23	2.23	0
Total Staffing	171.23	171.23	0

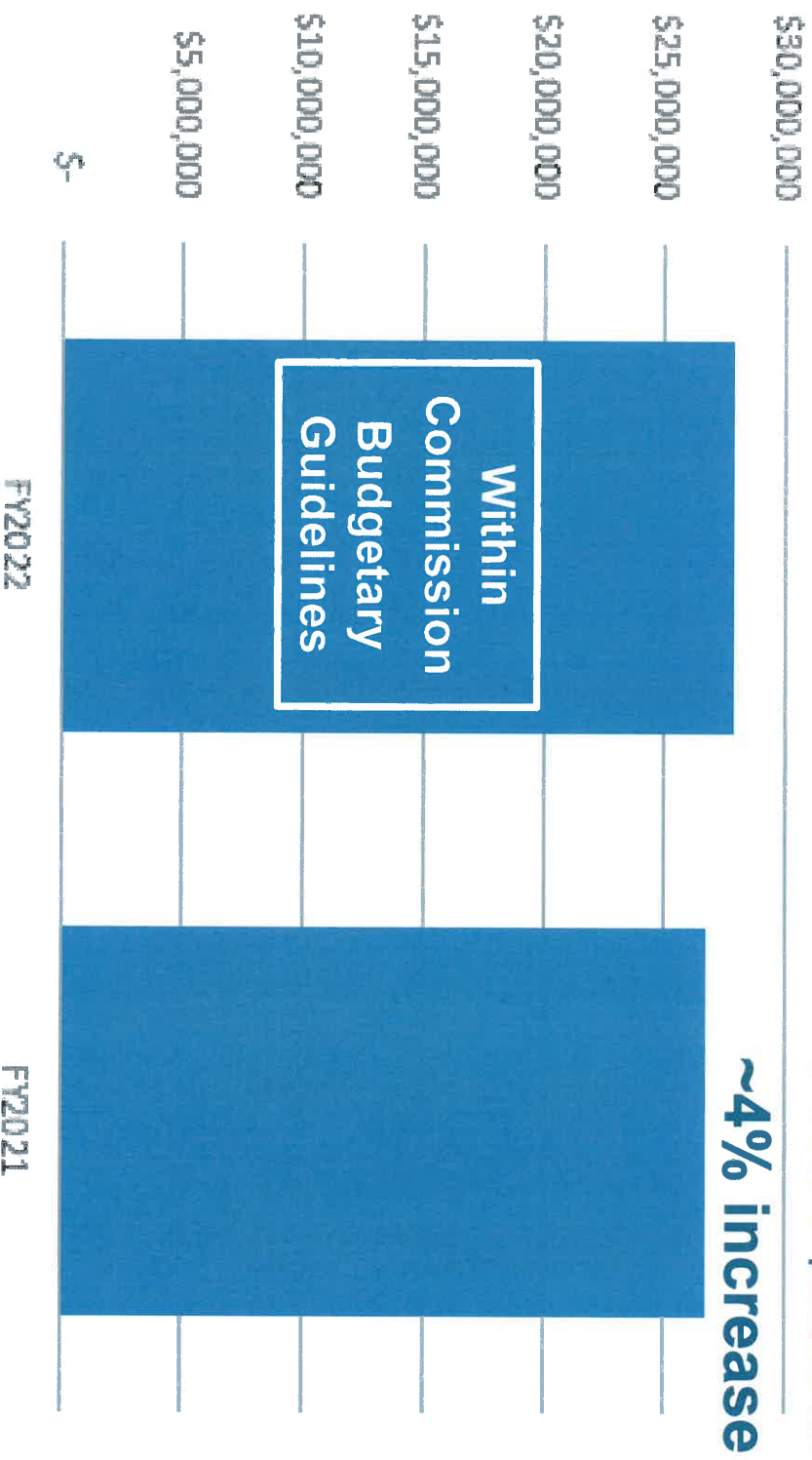
Salaries – FY22 *Proposed* Budget

Salaries Total

FY22: \$27.8M

FY21: \$26.7M

Salary Comparison

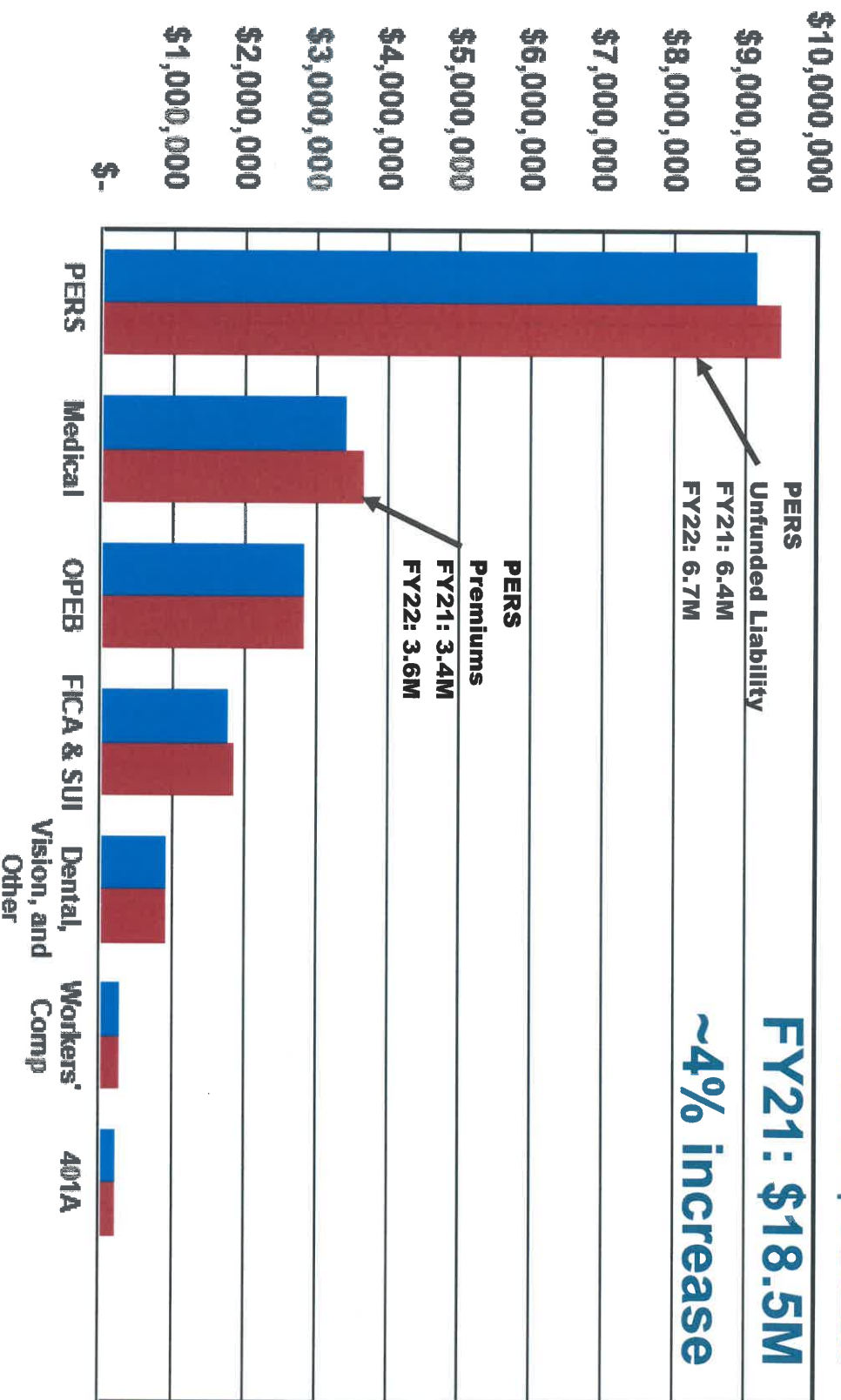




Benefits – FY22 Proposed Budget

Benefits Total

■ FY 2021 ■ FY 2022
 FY21: \$18.5M
 FY22: \$19.2M



Next Steps– *FY22 Proposed Budget*

- Final budget adjustments / allocations
- Facilities Committee (April)
- UDs (April)
- Commission Approval (April 29th)

FY2022 Budget

Summary Overview

Questions?



SUPPORT SERVICES PROGRAM STATUS REPORT
March 18, 2021

<i>Member Name</i>	<i>Designated Representatives</i>	<i>Confirmation NTE Amount</i>	<i>Date Approved</i>
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley			
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$15,000; City Manager & City Attorney NTE \$20,000	\$ 20,000	09/07/16
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
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	\$ 50,000	10/05/15
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			

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

<i>No.</i>	<i>Member Name</i>	<i>Date</i>	<i>Amount NTE</i>	<i>Vendor Name & Short Description</i>
0199	City of Roseville	1/4/21	\$ 14,888.85	Gannett Fleming, Inc.; Provide structural design calculations for switchgear concrete foundation and construction drawings.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0198	City of Redding	12/14/20	\$124,325.00	Ulteig; Consulting services for development of a 10-year distribution modernization program and associated 5-year capital improvement plan for REU.
0197	Alameda Municipal Power	12/1/20	\$ 69,380.00	Hometown Connections, Inc.; Review of AMP's organizational structure and report.
0195	City of Roseville	11/6/20	\$ 14,721.00	Dudek; Services to recertify Roseville's Wildfire Mitigation Plan
0194 Amd.	Truckee Donner PUD	10/30/20	\$149,368.69	NorCal Power Services LLC; maintenance testing on Martis Valley substation; subsequent amendment to add repair work as a result of testing.
0192	City of Redding	11/19/20	\$ 76,840.00	GDS Associates, Inc.; Services re: REU's Energy Efficiency Integrated Resource Plan with ultimate goal being the development of final report that provides recommendation of preferred portfolio, identifies potential funding sources and approximate budgets through 2030.
0189	City of Redding	10/7/20	\$ 84,305.00	Hometown Connections, Inc.; Provide strategic planning facilitation services.
0188	City of Santa Clara	9/1/20	\$ 28,350.00	Aspen Environmental; Continued services for meter data analysis support.
0187	City of Redding	9/17/20	\$238,670.00	Katama Technologies, Inc.; Provide detailed design for Phase 1 fiber optic cabling loop between key substations. SOW includes Business Case and White Paper re cost-benefit of future commercial and residential use; full loop network design, and development of design and construction specs for Public Works RFP.
0186	Alameda Municipal Power	9/21/20	\$ 75,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.
0185	City of Santa Clara	9/14/20	\$119,822.70	Cadmus Group LLO; Energy efficiency services for SVP's Rebate Programs.
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0177	Port of Oakland	8/14/20	\$ 15,465.00	Trimark Associates, Inc.; Create portal managed by Trimark for the Port to access meter data remotely. Dashboard to include meters Culbertson, Davis, SS-1, and SS-1a.
0175	City of Roseville	6/15/20	\$ 47,500.00	Energy & Resource Solutions; energy efficiency and electrification services in FY21.
0174	City of Roseville	6/4/20	\$ 25,027.60	Gannett Fleming, Inc.; structural engineering services for the design of two pad foundations and two pier foundations for Fiddymont substation transformer addition project.
0173	City of Roseville	6/3/20	\$ 20,198.50	Gannett Fleming, Inc.; civil engineering design services for Industrial Substation Bay 2 switchgear foundation.
0169	City of Healdsburg	4/14/20	\$ 8,920.00	HOT/SHOT Infrared Inspections, Inc.; for ground infrared inspections of substation and 12kv circuits in Healdsburg WUI area.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0164	City of Palo Alto	6/16/20	\$ 51,015.00	IEC Corporation; engineering services to develop technical bid packages for electrical circuit breaker replacements at various substation sites within the City of Palo Alto.
0151	City of Healdsburg	2/1/20	\$ 50,000.00	IEC Corporation; Development of a Power Purchase Agreement and review/consulting on proposed design for floating solar project.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0110	City of Santa Clara	6/20/19	\$ 48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.
0080	City of Roseville	7/11/18	\$148, 084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA Member	Date	Amount	Vendor Name & Short Description
0184	City of Lodi	10/23/20	\$ 52,170.00	Efficiency Services Group, LLC; Provide its "Keep Your Cool" commercial Refrigeration Program in FY21.
0178	City of Roseville	7/14/20	\$ 35,005.00	RKS Research & Consulting; conduct CMUA 2020 Statewide Residential Research and additional oversampling among Residential customers.
0171	City of Redding	7/13/20	\$125,000.00	Alternative Energy Systems, Inc. – continued energy efficiency and engineering support services in FY21.
0147	City of Santa Clara	1/30/20	\$150,000.00	Center for Sustainable Energy; development of an implementation level fleet electrification plan, including plan to replace city fleet vehicles with EVs and provide charging stations, estimate costs and funding sources, etc.
0144	City of Santa Clara	12/3/19	\$814,813.97	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20 and FY21.