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Minutes

Date: May 27, 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

David Hagele called the meeting to order at 9:39 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the April 29, 2021, Regular Commission Meeting

MOTION: A motion was made by Jerry Serventi and seconded by Suds Jain to approve the Minutes of the April 29, 2021, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Truckee Donner, 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 update: NCPA is in good shape with regards to COVID-19 cases and has not seen any new cases since the last meeting. Good news is the infection rate is down, and folks are getting vaccinated. At this time, NCPA is waiting for the Governor's update on June 15 with regards to new protocols moving forward. Once we know the next steps, the Agency will be able to determine how to move forward with regards to in-person meetings, employee return to work protocols, etc.
- Attending the upcoming APPA National Conference in Orlando, Florida, mid-June. This will be APPA's first in-person meeting since the shutdown last year. Do have several NCPA Members attending, which some are receiving APPA Achievement Awards. Holding an HCI Board Meeting during the conference as well. NCPA is hosting Member dinners during the conference - please contact NCPA L&R staff if you are planning to attend.

- Provided the Commission a presentation regarding the statewide market conditions for summer and water storage at the hydroelectric facility. Temperatures are forecasted to be higher than normal and wildfires are of serious concern this season.
- Met with Gridley City Council regarding their power supply and summer readiness. Gridley also announced the hire of their new City Administrator, Cliff Wagner.
- Was asked to participate on the Federal Energy Regulatory Commission Technical Conference on Climate Change, Extreme Weather, and Electric System Reliability panel on June 2. NCPA is considered a thought leader in the industry on these issues.
- Plan to hold the July Commission meeting in Murphys, and the October Commission meeting in Redding. An amended Committee Meeting Calendar will be brought to the Commission for approval at the next Commission meeting.
- Congressional Subcommittee hearing on Green Act Explanation of Renewables bill on direct pay passed the Subcommittee and will be moving forward.

4. Executive Committee

Committee Vice-Chair Jerry Serventi reported the Executive Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel.

The Committee also met in Closed Session, and General Counsel Jane Luckhardt report that the Committee provided NCPA staff direction on how to proceed with labor negotiations. The next Committee meeting is scheduled for June 17.

5. Facilities Committee

Power Contracts and Industry Restructuring Manager Mike Whitney reported the Committee met once since the last Commission meeting. The Committee discussed Items 17-22, and 25-26 on today's agenda. A quorum of the Committee was established, and recommended Commission approval of all items.

6. Finance Committee

Committee Chair Greg Scharff reported the Committee met once since the last Commission meeting. The Committee received an update on the financial markets from PFM. One of the items PFM noted was that analysts are not expecting any rate actions through at least June 2021. This continues to benefit the refunding of the 2012 Hydroelectric bonds, which is expected to kickoff later this year. Item 24 on today's agenda was reviewed and recommended for Commission approval.

The Committee also reviewed two items related to New Business. The first was a Member request to consider placing a restriction in the Investment Policy prohibiting the purchase of corporates affiliated in the fossil fuel sector. Such investments NCPA is holding today would include Exxon and Chevron. The Committee requested more time to review and analyze this request. The second item was a discussion and recommendation to revamp the Member Report Card making the process and collection of information more efficient while still providing the critical details for peer review and analysis. The Committee gave staff direction to move forward. The next Committee meeting is scheduled for August 10, 2021.

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 continues to discuss the Clean Fuel Reward Program (CFSP) with regards to utilities receiving information on customers that purchase electric vehicles and the consumer rebates. The next Committee meeting is scheduled for June 3.

8. Legislative & Regulatory Affairs Committee

Vice Chair Jerry Serventi reported the Committee met during the virtual Speaker's Series since the last Commission meeting. In anticipating for the drought on power this summer, NCPA is preparing talking points for Commissioners and Utility Directors to use in educating councils and consumers about the need to conserve and manage their power use during the summer months. Material will be made available shortly. The next Committee meeting is scheduled for August 25.

9. Members' Announcements & Meeting Reporting

No member announcements were made.

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.

Item 22 was pulled from Consent and put on Discussion/Action.

MOTION: A motion was made by Suds Jain, and seconded by Jenelle Osborne to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21. 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, Shasta Lake, and Truckee Donner were absent.*

10. NCPA's Financials for the Month Ended March 31, 2021 – approve by all Members

11. NCPA's Financials for the Month Ended April 30, 2021 – approval by all Members.

12. Treasurer's Report for the Month Ended April 30, 2021 – accept by all Members.

13. Disposal of Northern California Power Agency Surplus Property – note and file by all members the disposal of obsolete and broken computer equipment from Headquarters Office.

Fiscal Impact: This report has no direct fiscal impact to the Agency.

Redding abstained.

14. Resolution 21-46, ADM Associates, Inc. – First Amendment to Three Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with ADM Associates, Inc., for evaluation, measurement, and verification services, and technical advisory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$800,000.00.

- 15. Resolution 21-47, Cadmus Group LLC – First Amendment to Three Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Cadmus Group LLC for evaluation, measurement, and verification services, and technical advisory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$800,000.00.

- 16. Resolution 21-48, Energy & Resource Solutions – First Amendment to Three Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Energy & Resource Solutions for evaluation, measurement, and verification services, and technical advisory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to change the vendor name to DNV Energy Services USA, Inc., and to extend the term of the Agreement for an additional two year period, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$800,000.00.

- 17. Resolution 21-50, Authorize NCPA General Manager to Execute Confirmation Number 0209 for Quantum Spatial, Inc., Services to the City of Redding/Redding Electric Utility and Issue a Corresponding Purchase Order Under the Support Services Program** – adopt resolution by all members authorizing the NCPA General Manager or his designee to execute Confirmation Number 0209, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quantum Spatial, Inc., for remote sensing data services for Redding Electric Utility's transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning.

Fiscal Impact: There is no fiscal impact to NCPA. The services provided by Quantum Spatial, Inc. to REU will be billed to and paid by Redding pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding.

- 18. Resolution 21-51, Bell Burnett & Edwards – First Amendment to Five Year Multi-Task Consulting Services Agreement for Financial Analysis, Planning, Advisory and Forecasting, Generation and Transmission Project Planning, Project and Program Development, Energy Efficiency and Demand Reduction Program Design, Changing Name to Bell Burnett & Associates and Accepting Assignment; Applicable to Northern California Power Agency (NCPA) and NCPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Bell Burnett & Edwards for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design, with any non-substantial changes recommended and approved by the NCPA General Counsel, changing the vendor name to Bell Burnett & Associates, for continued use

at all facilities owned and/or operated by NCPA and NCPA Members.

Fiscal Impact: Upon execution, the term and total amount of the agreement will remain unchanged.

- 19. Resolution 21-52, Mesa Associates, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Mesa Associates, Inc., for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

- 20. Resolution 21-53, JEGO Systems – First Amendment to Five Year Multi-Task Consulting Services Agreement for SCADA, Control Systems and Network Integrator Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with JEGO Systems for SCADA, control systems and network integrator services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$1,000,000 over the remainder of the contract term.

- 21. Resolution 21-54, BBA USA, Inc. – Five Year Multi-Task Professional Services Agreement for North American Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) testing and support; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with BBA USA, Inc., for NERC and WECC testing and 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.

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

Item 22 was moved from Consent to Discussion/Action.

DISCUSSION / ACTION ITEMS

- 22. Resolution 21-55, 2021 Steam Field Operation and Generation Forecast; Applicable to the following: NCPA Geothermal Facility** – adopt resolution by all members authorizing the 2021 Steam Field Operations and Forecast Report dated April 2021 as the Geothermal Operating Protocol effective July 1, 2021. This Operating Protocol is to remain in effect until replaced by the Commission. **Fiscal Impact:** The 2020-21 approved Geothermal budget covers the proposed action.

Commissioner Suds Jain, Santa Clara, requested Item 22 be moved to Discussion/Action for further clarification on how the study was conducted. After staff explanation and Commission discussion, Commissioner Jain suggested adding more funding to improve and enhance the existing model. Assistant General Manager Joel Ledesma gave a presentation on the Steam Field Operations Forecast Report. The Commission discussed and asked questions.

MOTION: A motion was made by Suds Jain and seconded by Jerry Serventi to adopt resolution by all members authorizing the 2021 Steam Field Operations and Forecast Report dated April 2021 as the Geothermal Operating Protocol effective July 1, 2021. This Operating Protocol is to remain in effect until replaced by the Commission. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Shasta Lake, and Truckee Donner were absent. Redding abstained.*

23. Resolution 21-57, Lodi Energy Center (LEC) Gas Turbine Starting Package Replacement Project; Applicable to the following: NCPA Lodi Energy Center Facility – adopt resolution by all members authorizing the NCPA LEC Gas Turbine Starting Package Replacement Project for a Torque Converter Spare and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$1,060,000. **Fiscal Impact:** The total cost is anticipated not to exceed \$1,060,000. Funds for the project were included in the approved FY22 Lodi Energy Center budget.

Assistant General Manager Joel Ledesma gave a presentation on the Lodi Energy Center Gas Turbine Starting Package Replacement Project.

MOTION: A motion was made by Suds Jain, and seconded by Jenelle Osborne to adopt resolution by all members authorizing the NCPA LEC Gas Turbine Starting Package Replacement Project for a Torque Converter Spare and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$1,060,000. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Shasta Lake, Truckee Donner, and Ukiah were absent. Alameda, Redding and Roseville abstained.*

24. Resolution 21-58, Request to Shift FY2021 Contributions – adopt resolution by all members authorizing staff to request a \$2 million reimbursement from NCPA's California Employers' Retiree Benefit Trust (CERBT) account and use the funds to make an additional discretionary, year-end contribution to NCPA's California Public Employees' Retirement System (PERS) account for the unfunded accrued liability (UAL).

Fiscal Impact: The requested action will not impact the FY2021 budget. It will have a positive, long-term impact helping reduce the UAL in the Employee Pension Plan sooner.

Assistant General Manager/CFO Monty Hanks provided a presentation and an overview of the long-term funding plan for NCPA's California Employers' Retiree Benefit Trust (CERBT) account and PERS Pension Plan. Mr. Hanks discussed how, in 2017, the Commission approved shortening the amortization period used in the actuarial calculations for the unfunded accrued liability (UAL) payment from 30 years to 15 years for both programs. Today, the CERBT is now considered super-funded reflecting a current estimated balance of \$48 million with an estimated total liability of \$40 million. Mr. Hanks recommended requesting a \$2 million reimbursement from the CERBT account and transfer the \$2 million reimbursement to the PERS Pension Plan as an additional, discretionary year-end contribution helping reduce the UAL faster.

The Commission discussed and agreed to approve the \$2 million reimbursement from CERBT and transfer the \$2 million to PERS Pension Plan. However, the Commission directed staff to

report back looking into updating the current funding policy shortening the amortization period from 15 years to 10 years for the PERS Pension Plan now that the CERBT account is fully funded.

MOTION: A motion was made by Jerry Serventi, and seconded by Greg Scharff to adopt resolution by all members authorizing staff to request a \$2 million reimbursement from NCPA's California Employers' Retiree Benefit Trust (CERBT) account and use the funds to make an additional discretionary, year-end contribution to NCPA's California Public Employees' Retirement System (PERS) account for the unfunded accrued liability (UAL). Motion carried by a majority on a roll call vote of those members present. *Santa Clara voted No. San Francisco BART, Shasta Lake, and Truckee Donner were absent.*

25. Amendment to Resolution 20-62, NCPA Geothermal Plant 1 Fire System Modernization Project Request for Change of Scope and Additional Funds; Applicable to the following: NCPA Geothermal Facility – approve the amendment to Resolution 20-62 for the NCPA

Geothermal Plant 1 Fire System Modernization Project, changing the scope and increasing the total not to exceed amount of this project from \$1,800,000 to \$3,800,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, and authorization for the use of an additional \$2,000,000 from the Maintenance Reserve, for an updated total of \$3,000,000 from the Maintenance Reserve. **Fiscal Impact:** This amendment will result in a multi-year project spanning FY2021 and FY2022. The updated total not to exceed is \$3,800,000. \$3,000,000 of these funds will come from the Maintenance Reserve. The Plant 1 Fire System Modernization Project additional scope forecast is shown below:

- Contractor's Proposed Project Cost = \$1,694,215.00
- 15% Contingency = \$254,132
- CEC Reviews and Inspections = \$40,000
- **Additional Project Authorization Total = \$2,000,000.00**

Unrelated to this project, the FY2022 Unit 4 Overhaul has been moved to fall of FY2023 to allow incorporation of recommendations from a root cause analysis that is in progress by Toshiba America Energy Systems Corporation. This root cause analysis was associated with the Spring 2020 Unit 4 Turbine Rotor Blade Shifting outage that resulted in a turbine swap. Those recommendations are required to develop an appropriate scope of work to ensure future reliability. This Unit 4 Overhaul timing change provides for adequate balance of funds in the Maintenance Reserve to fund this increase expenditure request. Continued collections will result in adequate funds for the Unit 4 Overhaul in the fall of FY2023.

Randy Howard provided a brief background and status on the project. Vice-Chair Jerry Serventi, Alameda, requested NCPA Staff prepare a report and provide an update to the Commission as to how and why the Geothermal Plant 1 Fire System was not updated earlier to avoid noncompliance to NCPA's operating license by the California Energy Commission. The Commission discussed and agreed with Vice-Chair Serventi's recommendation.

MOTION: A motion was made by Suds Jain and seconded by Jerry Serventi to adopt the Amendment to Resolution 20-62 by all members approving the NCPA Geothermal Plant 1 Fire System Modernization Project, changing the scope and increasing the total not to exceed amount of this project from \$1,800,000 to \$3,800,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, and authorization for the use of an additional \$2,000,000 from the Maintenance Reserve, for an updated total of \$3,000,000 from the Maintenance Reserve. *San Francisco BART, Shasta Lake, Truckee Donner, and Ukiah were absent. Redding abstained.*

26. Resolution 21-56, NCPA 2021 Wildfire Mitigation Plan Assessment Report and Revisions; Applicable to the following: All Northern California Power Agency (NCPA) Facilities – adopt resolution by all members approving the for the NCPA 2021 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators recommendations. **Fiscal Impact:** Any expenses associated with the preventative maintenance procedures and practices included in the plan are already covered in previously approved Plant budgets. The plan also includes investigation of potential risk reduction measures that, if implemented, may require additional budget dollars. Those amounts are not known or established at this time.

Assistant General Manager Joel Ledesma provided a presentation and explained the recommended revisions to NCPA's 2021 Wildfire Mitigation Plan.

MOTION: A motion was made by Pauline Roccucci, and seconded by Greg Scharff to adopt resolution by all members approving the NCPA 2021 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator's recommendations. *San Francisco BART, Shasta Lake, and Truckee Donner were absent.*

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 May 27, 2021, Commission meeting was adjourned at 11:56 am by Chair 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
May 27, 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	Catalina Sanchez
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	Larry Price
10 - REDDING	Julie Winters
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Sudhanshu Jain
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	
16 - UKIAH	Mel Grandi

**Northern California Power Agency
Commission Meeting / Teleconference
May 27, 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
Mark Sorensen	Biggs
Mike Farr	Gridley
Elisa Arteaga	Gridley
Terry Crowley	Healdsburg
Jeff Berheimer	Lodi
CJ Berry	Lompoc
Mike Brozo	Plumas-Sierra
Shawn Matchim	Roseville
Kathy Watanabe	Santa Clara
Basil Wong	Silicon Valley Power
Randy Howard	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Jane Luckhardt	NCPA
Mike Whitney	NCPA
Cary Padgett	NCPA
Sondra Ainsworth	NCPA
Mike DeBoroli	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: May 27, 2021

Consent Items Listed on the Agenda: # 10 to # 22

Consent Items Removed from the Agenda and Approved Separately:

22

SVP / RSVL

ROLL-CALL VOTE BY MEMBERS:

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>13</u>	Y	
Roseville		Y	
San Francisco BART			X
Santa Clara		Y	
Shasta Lake			X
Truckee Donner			X
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST: 

Cary A. Padgett, Commission Assistant Secretary

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

TOPIC: *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			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
San Francisco BART			X
Shasta Lake			X
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 27th day of May 2021, by the above vote on roll call.

ATTEST: _____

CARY A. PADGETT

Commission Assistant Secretary

NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: 20-62

	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		X	
Roseville	Y		
Santa Clara	Y		
San Francisco BART			X
Shasta Lake			X
Truckee Donner			X
Ukiah			Y

Passed and adopted this 27th day of May 2021, by the above vote on roll call.

ATTEST: 
CARY A. PADGETT
Commission Assistant Secretary

NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: *Reso 21-55*

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

Passed and adopted this 27th day of May 2021, by the above vote on roll call.

ATTEST:


CARY A. PADGETT

Commission Assistant Secretary

NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: 21-56

	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 27th day of May 2021, by the above vote on roll call.

ATTEST: _____

CARY A. PADGETT

Commission Assistant Secretary

NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: 21-58

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

Passed and adopted this 27th day of May 2021, by the above vote on roll call.

ATTEST:

CARY A. PADGETT

Commission Assistant Secretary



NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: *Reso 21-57*

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

Passed and adopted this 27th day of May 2021, by the above vote on roll call.

ATTEST: _____

CARY A. PADGETT

Commission Assistant Secretary



10

Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: May 31, 2021 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending May 31, 2021.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the June 17, 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 May 31, 2021 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- May 31, 2021 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of May 2021

Operations:

Geothermal	\$ 1,725,023
Hydroelectric	3,061,718
CT#1 Combustion Turbines	73,258
CT#2 STIG	512,538
Lodi Energy Center	5,703,779
NCPA Operating	38,569,609
	<hr/>
Total	\$ 49,645,925

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MAY 31, 2021**

PERCENT OF YEAR ELAPSED 92%
--

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,320,005	\$ 17,192,298	\$ 20,872,106	82%	
Debt Service (Net)	2,782,355	30,605,908	33,388,263	92%	
Annual Budget Cost	4,102,360	47,798,206	54,260,369	88%	
Geothermal					
Other Plant Cost	3,395,502	29,412,029	30,610,931	96%	(a)
Debt Service (Net)	412,538	4,537,923	4,950,461	92%	
Annual Budget Cost	3,808,040	33,949,952	35,561,392	95%	
Combustion Turbine No. 1					
	342,943	5,544,172	7,883,578	70%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	53,612	1,996,127	910,006	219%	(b)
Other Plant Cost	117,141	2,497,169	2,252,911	111%	(b)
Debt Service (Net)	402,180	4,423,982	4,826,162	92%	
Annual Budget Cost	572,933	8,917,278	7,989,079	112%	
Lodi Energy Center					
Fuel	4,801,059	29,901,624	32,955,703	91%	
Other Plant Cost	2,729,108	22,432,808	33,571,561	67%	
Debt Service (Net)	2,168,653	23,855,182	26,023,835	92%	
Annual Budget Cost	9,698,820	76,189,614	92,551,099	82%	
Member Resources - Energy					
	5,662,055	54,786,534	60,055,852	91%	
Member Resources - Natural Gas					
	16,430	2,417,004	2,442,174	99%	(c)
Western Resources					
	1,640,143	24,344,453	29,869,636	82%	
Market Power Purchases					
	3,653,915	32,779,134	27,422,650	120%	(d)
Load Aggregation Costs - CAISO					
	61,724,110	704,866,125	250,995,102	281%	(e)
Net GHG Obligations					
	-	1,209,770	-	N/A	
	91,221,749	992,802,242	569,030,931	174%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	667,058	6,831,844	2,674,231	255%	(f)
Wheeling Access Charge	8,836,889	96,264,811	112,666,513	85%	
Ancillary Services	1,149,054	19,225,745	3,750,031	513%	(g)
Other ISO Charges/(Credits)	(597,602)	(7,892,529)	935,326	-844%	(h)
	10,055,399	114,429,871	120,026,101	95%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	122,786	1,425,146	2,180,121	65%	
Regulatory Representation	58,045	652,884	715,280	91%	
Western Representation	49,839	529,422	716,059	74%	
Customer Programs	27,696	365,530	476,652	77%	
Judicial Action	47,445	627,711	460,000	136%	(i)
Power Management					
System Control & Load Dispatch	505,878	5,649,974	6,765,755	84%	
Forecasting, Planning, Prescheduling & Trading	206,960	2,580,488	2,934,342	88%	
Industry Restructuring & Regulatory Affairs	31,417	366,980	425,152	86%	
Contract Admin, Interconnection Svcs & External Affairs	76,084	877,336	999,897	88%	
Gas Purchase Program	3,775	51,105	81,738	63%	
Market Purchase Project	5,929	77,822	117,239	66%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MAY 31, 2021**

PERCENT OF YEAR ELAPSED 92%
--

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	3,640	187,783	229,845	82%	
Settlements	37,341	573,581	923,646	62%	
Integrated Systems Support	(45,443)	138,041	266,055	52%	
Participant Pass Through Costs	154,641	1,333,780	1,590,641	84%	
Support Services	249,844	1,937,240	-	N/A	
	1,535,877	17,374,823	18,882,422	92%	
TOTAL ANNUAL BUDGET COST	102,813,025	1,124,606,936	707,939,454	159%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	10,195,207	108,209,186	105,258,271	103%	(j)
Member Resource ISO Energy Sales	2,153,403	28,155,710	26,421,509	107%	(k)
Member Owned Generation ISO Energy Sales	5,389,130	77,843,491	69,679,260	112%	(l)
Customer Owned Generation ISO Energy Sales	6,793	98,408	-	N/A	
NCPA Contracts ISO Energy Sales	1,483,451	21,517,027	18,914,977	114%	(m)
Western Resource Energy Sales	1,521,273	21,349,523	17,480,649	122%	(n)
Load Aggregation Energy Sales	25,777,154	332,976,068	-	N/A	(p)
Ancillary Services Sales	1,119,797	8,434,135	3,988,092	211%	(o)
Transmission Sales	9,198	101,178	110,376	92%	
Western Credits, Interest and Other Income	23,621,144	172,759,491	34,901,791	495%	(p)
	71,276,550	771,444,216	276,754,925	279%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 31,536,475	\$ 353,162,720	\$ 431,184,529	82%	

- (a) Increase is due to \$1.2 million cost associated with the Plant 1 Fire System Modernization project, which will be partially offset by construction bond proceeds at year end.
- (b) Increase in costs due to greater than projected MWhs of generation. CT2 is at 810% of budgeted MWhs at 5/31/21. Fuel costs, CAISO charges, and variable costs have increased as a result of increased generation.
- (c) Variance caused by greater than anticipated natural gas prices in the latter half of the fiscal year.
- (d) Increase due to higher than anticipated market purchases and price per Mwh.
- (e) Increase due to unbudgeted Load Aggregation costs associated with NCPA customers, which are offset, in part, from customers' Load Aggregation Energy Sales (see Third Party Revenue, Load Aggregation Energy Sales) and from customers revenue of any remaining net costs (see note "p" below).
- (f) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (g) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. 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.
- (h) Increase due to unbudgeted revenues related to NCPA Pool and customers, primarily due to CRR revenue and other CAISO settlement
- (i) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (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 customer revenue and reimbursements for load and transmission costs.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2021	2020
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 32,382	\$ 40,933
Investments	34,649	44,202
Accounts receivable		
Participants	33	12
Other	9,982	2,817
Interest receivable	286	531
Inventory and supplies	6,100	8,891
Prepaid expenses	4,776	1,309
TOTAL CURRENT ASSETS	88,208	98,695
RESTRICTED ASSETS		
Cash and cash equivalents	74,748	83,479
Investments	191,125	160,105
Interest receivable	639	727
TOTAL RESTRICTED ASSETS	266,512	244,311
ELECTRIC PLANT		
Electric plant in service	1,496,308	1,510,736
Less: accumulated depreciation	(1,045,589)	(1,032,265)
TOTAL ELECTRIC PLANT	450,719	478,471
OTHER ASSETS		
Regulatory assets	213,665	222,658
Preliminary survey and investigation costs	-	687
Investment in associated company	265	265
TOTAL ASSETS	1,019,369	1,045,087
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	12,999	23,448
Pension and OPEB deferrals	16,936	17,055
Asset retirement obligations	61,892	62,003
TOTAL DEFERRED OUTFLOWS OF RESOURCES	91,827	102,506
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,111,196	\$ 1,147,593

COMBINED STATEMENTS OF NET POSITION

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

UNAUDITED

	May 31,	
	2021	2020
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 41,637	\$ 40,118
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,677
Operating reserves	24,103	20,415
Current portion of long-term debt	43,035	39,935
Accrued interest payable	15,219	16,700
TOTAL CURRENT LIABILITIES	124,987	118,855
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	63,003	66,126
Operating reserves and other deposits	141,976	132,611
Interest rate swap liability	16,827	20,892
Asset retirement obligations	68,010	66,506
Long-term debt, net	566,946	613,468
TOTAL NON-CURRENT LIABILITIES	856,762	899,603
TOTAL LIABILITIES	981,749	1,018,458
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	86,408	84,695
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	91,145	90,497
NET POSITION		
Net investment in capital assets	(34,353)	(39,340)
Restricted for debt service	50,313	37,992
Unrestricted	22,342	39,986
TOTAL NET POSITION	38,302	38,638
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,111,196	\$ 1,147,593

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

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

UNAUDITED

	For the Eleven Months Ended May 31,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 364,512	\$ 375,842
Other Third-Party	330,692	180,267
TOTAL OPERATING REVENUES	695,204	556,109
OPERATING EXPENSES		
Purchased power	333,800	204,050
Operations	76,913	65,712
Transmission	171,331	170,769
Depreciation	27,545	28,287
Maintenance	22,489	62,420
Administrative and general	20,855	21,246
TOTAL OPERATING EXPENSES	652,933	552,484
NET OPERATING REVENUES	42,271	3,625
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(28,016)	(38,752)
Interest income	(583)	4,313
Other	5,406	41,664
TOTAL NON OPERATING EXPENSES	(23,193)	7,225
FUTURE RECOVERABLE AMOUNTS	(12,210)	(1,032)
REFUNDS TO PARTICIPANTS	(8,958)	(9,556)
INCREASE (DECREASE) IN NET POSITION	(2,090)	262
NET POSITION, Beginning of year	40,392	38,376
NET POSITION, Period ended	\$ 38,302	\$ 38,638

OTHER FINANCIAL INFORMATION

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

May 31, 2021

	GENERATING & TRANSMISSION RESOURCES											Associated Member Services	Other Agency	Combined		
	Multiple					Transmission No. One	Purchased Power & Transmission									
	Geothermal	Hydroelectric	Capital Facilities	CT No. One	Lodi Energy Center											
	1	\$	-	\$	1	\$	141	\$	-	\$	-	73	\$	32,165	\$	32,382
\$	-		-		-		-		-		-	-		34,649		34,649
Investments																
Accounts receivable																
Participants																
Other														33		33
Interest receivable														9,982		9,982
Inventory and supplies														7,764		7,764
Prepaid expenses														111		111
Due from Agency and other programs*														175		175
														286		286
														6,100		6,100
														4,776		4,776
														(68,143)		-
														8,904		8,904
														11,232		11,232
														88,208		88,208
														9,041		9,041
														21,704		21,704
														61,404		61,404
														327		327
														639		639
														83,435		83,435
														266,512		266,512
														37		37
														15,747		15,747
														19,325		19,325
														327		327
														639		639
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														19,325		19,325
														327		327
														639		639
														83,435		83,435
														266,512		266,512
														37		37
														15,747		15,747
														19,325		19,325

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

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

May 31, 2021

	GENERATING & TRANSMISSION RESOURCES								Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission				
	\$	287	\$ 245	\$ -	\$ -	4,658	\$ -	\$ 25,900	\$ -	\$ 10,547	\$ 41,637
		791	-	-	-	-	-	-	202	-	993
		2,262	250	617	4,113	16,861	-	-	-	-	24,103
		4,690	21,750	4,080	-	12,515	-	-	-	-	43,035
		113	4,999	267	-	9,840	-	-	-	-	15,219
		8,143	27,244	4,964	4,113	43,874	-	25,900	202	10,547	124,987
		-	-	-	-	-	-	-	-	63,003	63,003
		1,500	18,532	-	-	141	-	35,183	3,189	83,431	141,976
		-	16,827	-	-	-	-	-	-	-	16,827
		67,659	-	164	-	187	-	-	-	-	68,010
		10,815	234,314	15,283	-	306,534	-	-	-	-	566,946
		79,974	269,673	15,447	-	306,862	-	35,183	3,189	146,434	856,762
		88,117	296,917	20,411	4,113	350,736	-	61,083	3,391	156,981	981,749
		38,154	3,552	1,125	2,087	38,504	-	-	266	2,720	86,408
		-	-	-	-	-	-	-	-	4,737	4,737
		38,154	3,552	1,125	2,087	38,504	-	-	266	7,457	91,145
		4,495	(23,457)	(5,022)	-	(10,369)	-	-	-	-	(34,353)
		3,580	26,251	3,435	-	17,010	-	-	37	-	50,313
		1,294	2,911	1,887	1,623	2,272	-	2,030	5,647	4,678	22,342
		9,369	5,705	300	1,623	8,913	-	2,030	5,684	4,678	38,302
	\$	135,640	\$ 306,174	\$ 21,836	\$ 7,823	\$ 398,153	\$ -	\$ 63,113	\$ 9,341	\$ 169,116	\$ 1,111,196

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 Eleven Months Ended May 31, 2021

	GENERATING & TRANSMISSION RESOURCES											Associated Member Services	Other Agency	Combined						
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission													
OPERATING REVENUES																				
Participants	\$	5,982	\$	27,530	\$	3,912	\$	4,319	\$	21,518	\$	-	\$	280,924	\$	18,625	\$	1,702	\$	364,512
Other Third-Party		30,523		21,062		3,926		3,489		58,226		-		211,182		2,284		-		330,692
TOTAL OPERATING REVENUES		36,505		48,592		7,838		7,808		79,744		-		492,106		20,909		1,702		695,204
OPERATING EXPENSES																				
Purchased power		861		2,601		355		497		1,803		-		327,683		-		-		333,800
Operations		16,421		4,146		2,605		1,702		39,856		-		2,417		9,766		-		76,913
Transmission		292		214		18		34		804		-		169,965		4		-		171,331
Depreciation		3,347		8,696		2,019		197		12,962		-		-		45		279		27,545
Maintenance		7,544		6,311		667		2,357		5,523		-		-		87		-		22,489
Administrative and general		4,502		3,501		689		795		4,550		-		-		6,549		269		20,855
Intercompany (sales) purchases, net*		(718)		265		58		65		355		-		-		(25)		-		-
TOTAL OPERATING EXPENSES		32,249		25,734		6,411		5,647		65,853		-		500,065		16,426		548		652,933
NET OPERATING REVENUES		4,256		22,858		1,427		2,161		13,891		-		(7,959)		4,483		1,154		42,271
NON OPERATING (EXPENSES) REVENUES																				
Interest expense		(493)		(14,672)		(200)		-		(12,651)		-		-		-		-		(28,016)
Interest income		87		(39)		38		49		132		-		510		58		(1,418)		(583)
Other		13		-		1,099		-		2,832		-		1,183		212		67		5,406
TOTAL NON OPERATING (EXPENSES) REVENUES		(393)		(14,711)		937		49		(9,687)		-		1,693		270		(1,351)		(23,193)
FUTURE RECOVERABLE AMOUNTS		(1,625)		(7,475)		(2,251)		-		(859)		-		-		-		-		(12,210)
REFUNDS TO PARTICIPANTS		(1,137)		(1,943)		(214)		129		(92)		-		(1,959)		(3,821)		79		(8,958)
INCREASE (DECREASE) IN NET POSITION		1,101		(1,271)		(101)		2,339		3,253		-		(8,225)		932		(118)		(2,090)
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	\$	9,369	\$	5,705	\$	300	\$	1,623	\$	8,913	\$	-	\$	2,030	\$	5,684	\$	4,678	\$	38,302

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
May 31, 2021

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 9,601,725
PAST DUE:			
1 - 30	Calpine Geysers	Effluent (Dec 2020)	120,780
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 10,015,169</u>

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



11

Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Treasurer's Report for Month Ended May 31, 2021

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for May 31, 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 \$16,901,061 of which approximately \$8,365 was applicable to Special and Reserve Fund Deposits, \$11,900,724 to Debt Service and \$4,991,972 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 \$315,935,513 at month end. The current market value of the portfolio totaled \$317,662,529.

The overall portfolio had a combined weighted average interest rate of 0.997% with a bond equivalent yield (yield to maturity) of 1.011%. Investments with a maturity greater than one year totaled \$151,768,000. May maturities totaled \$31 million and monthly receipts totaled \$58 million. During the month \$39 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 increased 1 basis point (0.01% to 0.02%) and rates on one-year T-Bills decreased 1 basis point (0.05% to 0.04%).

To the best of my knowledge and belief, all securities held by NCPA as of May 31, 2021 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

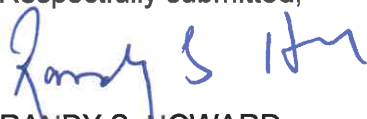
FISCAL IMPACT:

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: Treasurer's Report May 31, 2021

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MAY 31, 2021

TABLE OF CONTENTS

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
May 31, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,753,570	\$ 98,057,410	\$ 100,810,980	30.29%
Special Deposits	1,326,318	-	1,326,318	0.40%
Construction	912,084	4,235,934	5,148,018	1.55%
Debt Service	11,900,724	53,422,542	65,323,266	19.63%
Special & Reserve	8,365	160,219,627	160,227,992	48.14%
	<u>\$ 16,901,061</u>	<u>\$ 315,935,513</u>	<u>\$ 332,836,574</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 317,662,529

NOTE A - Investment amounts shown at book carrying value.

NOTE B - The total portfolio book value includes investments by three corporate issuers whose credit ratings have been downgraded by at least one Nationally Recognized Statistical Rating Organization (NRSRO) subsequent to the original purchase date. See page 6 for Issuer Credit Rating Downgrade Report.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
May 31, 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	\$ 56,744,813	\$ 91,023	\$ 14,963,990	\$ (16,363,116)	\$ (23,387,097)	\$ (31,897,552)	\$ 152,061
Special Deposits	1,200,487	-	-	(25,321,140)	-	24,169,613	48,960
Construction	-	-	-	-	-	-	-
Debt Service	-	2	12,144,000	-	(12,027,979)	7,953,953	8,069,976
Special & Reserve	-	184,596	3,803,530	-	(3,762,113)	(226,014)	(1)
	<u>\$ 57,945,300</u>	<u>\$ 275,621</u>	<u>\$ 30,911,520</u>	<u>\$ (41,684,256)</u>	<u>\$ (39,177,189)</u>	<u>\$ -</u>	<u>\$ 8,270,996</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
May 31, 2021**

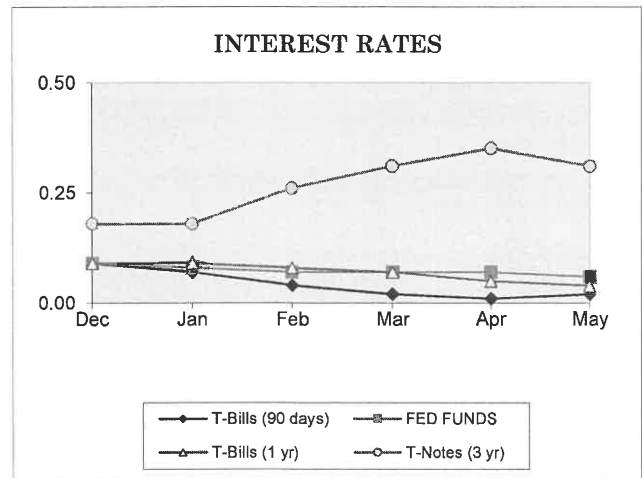
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 23,387,097	\$ (14,963,990)	\$ 7,108	\$ 66,724	\$ -	\$ 8,496,939
Special Deposits	-	-	-	-	-	-
Construction	-	-	73	-	-	73
Debt Service	12,027,979	(12,144,000)	2,087	-	-	(113,934)
Special & Reserve	3,762,113	(3,803,530)	(21,178)	31,356	-	(31,239)
	<u>\$ 39,177,189</u>	<u>\$ (30,911,520)</u>	<u>\$ (11,910)</u>	<u>\$ 98,080</u>	<u>\$ -</u>	<u>\$ 8,351,839</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(86,170)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 8,265,669</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
May 31, 2021**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.997%	1.011%
OPERATING FUNDS:	1.232%	1.167%
PROJECTS:		
Geothermal	1.430%	1.363%
Capital Facilities	0.156%	0.156%
Hydroelectric	0.649%	0.660%
Lodi Energy Center	0.744%	0.642%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.06%	0.05%
T-Bills (90da.)	0.02%	0.15%
Agency Disc (90da.)	0.05%	0.24%
T-Bills (1yr.)	0.04%	0.17%
Agency Disc (1yr.)	0.10%	0.22%
T-Notes (3yr.)	0.31%	0.21%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
May 31, 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	\$ 3,152	\$ 7,017	\$ -	\$ 3,928	\$ -	\$ 64,795	\$ 1,972	\$ 80,864	25.43%
Corporate Bonds (MTN)	-	-	1,495	3,150	11,655	56,588	-	72,888	22.92%
Municipal Bonds	-	-	2,055	-	1,000	26,578	585	30,218	9.50%
US Bank Trust Money Market	14,467	-	-	-	-	-	-	14,467	4.55%
Commercial Paper	7,032	-	-	-	-	-	-	7,032	2.22%
Investment Trusts (LAIF)	65,243	-	-	-	-	-	-	65,243	20.52%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.01%
U.S.Treasury Market Acct. *	3,029	-	-	-	-	-	-	3,029	0.95%
U.S.Treasury Bill/Note	5,273	37,091	-	-	387	-	-	42,751	13.44%
Certificates of Deposit	-	260	-	-	-	1,250	-	1,510	0.47%
Total Dollars	\$ 98,197	\$44,368	\$3,550	\$7,078	\$13,042	\$149,211	\$2,557	\$ 318,003	100.00%
Total Percents	30.87%	13.95%	1.12%	2.23%	4.10%	46.92%	0.80%	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.

Issuer Credit Rating Downgrade Report

The total portfolio book value includes investments by three corporate issuers whose credit ratings have been downgraded by at least one Nationally Recognized Statistical Rating Organization (NRSRO) after the original purchase date. While all three issuers maintain investment grade credit ratings, the downgraded ratings are below the Agency's minimum requirement of category A. In accordance with policy, the Agency has reviewed the economic outlook for each of the issuers. The Treasurer has made the determination to hold the issuers' securities at this time but will continue to monitor the credit ratings and economic outlook for each of the issuers. The three issuers and factors considered in making the determination to hold the investments for each are as follows:

- Oracle Corporation (ORCL) – the portfolio includes three ORCL corporate notes totaling \$1.5 million with maturity dates in 2023. Moody's Investors Service (Moody's) and S&P Global Ratings (S&P) credit ratings for ORCL at the time of each of the purchases were A1 and A+, respectively. The book value of the bonds represents 0.47% of the total Agency portfolio value. On 3/22/2021, Moody's downgraded their credit rating of ORCL from A3 to Baa2 with a stable outlook, and Fitch Ratings (Fitch) downgraded their credit rating of ORCL from A- to BBB+ with a stable outlook. The rating agencies based their ratings actions on Oracle's plans to issue new debt and use proceeds for general corporate purposes, including share repurchases, payment of dividends and debt repayments. S&P maintained their rating of A with a negative outlook.

The Bloomberg 1-Yr Default Risk Rating (DRSK) probability for ORCL is 0.0013%, and the 5-Yr DRSK probability is 0.7669%. The maturities for the notes are under three years, and the Agency will continue to hold the bonds and monitor ORCL's credit rating and DRSK probability rate.

- The Walt Disney Company (DIS) – the portfolio includes three DIS corporate notes totaling \$1.75 million with maturity dates in 2022. Moody's and S&P credit ratings for DIS at the time of each of the purchases were A2 and A, respectively. The book value of the bonds represents 0.55% of the total Agency portfolio value. S&P downgraded their credit rating of DIS from A- to BBB+ with a negative outlook on 11/18/2020 citing the negative impact of the COVID-19 pandemic on the company's theme park and movie studio operations. Fitch maintained their A- rating with a negative outlook, and Moody's maintained their A2 rating with a stable outlook.

The Bloomberg 1-Yr Default Risk Rating (DRSK) probability for DIS is 0.0126%, and the 5-Yr DRSK probability is 1.90%. The maturities for the notes are under two years, and the Agency will continue to hold the bonds and monitor DIS's credit rating and DRSK probability rate.

- Wells Fargo & Company (WFC) – the portfolio includes one note and one non-negotiable CD totaling \$1.00 million with maturities in 2025 and 2022, respectively. Moody's and S&P credit ratings for WFC at the time of the purchases were A2 and A-, respectively. The book value of the bonds represents 0.31% of the total Agency portfolio value. S&P downgraded their credit rating of WFC from A- to BBB+ with a stable outlook on 7/22/2020. S&P cited current regulatory issues and pressures on pre-provision earnings during the economic downturn that weakened the banking giant's ability to offset provisions for loan losses as reasons for the downgrade. Moody's

maintained their A2 rating with a negative outlook, and Fitch maintained their credit rating of A+ with a negative outlook.

The Bloomberg 1-Yr Default Risk Rating (DRSK) probability for WFC is 0.0199%, and the 5-Yr DRSK probability is 2.12%. The maturity date for the CD is over one year, and the maturity date for the note is 4.1 years. The Agency will continue to hold the investments at this time and will continue to monitor WFC's credit rating and DRSK probability rate. The Agency may sell the note if DRSK probability remains the same or worsens and the opportunity arises to do so without incurring a loss.

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
05/31/2021



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
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,485	0.700	500,005	3134GVR26	27015	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,491	0.629	498,420	592112UB0	27173	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,491	0.990	501,205	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,491	0.787	500,105	977123X78	27041	500,000
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,522	0.992	1,002,000	275282PS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,525	0.680	500,010	3133EL2U7	27052	500,000
Federal National Mtg	UBOC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,631	0.542	994,880	3135GAAP3	27137	1,004,729
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,665	0.825	239,198	48128GY53	27138	250,000
Toyota Motor Credit	UBOC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,694	0.699	490,805	89236THY4	27149	500,000
Federal Home Loan Ba	UBOC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,730	0.500	370,125	3130AKXX9	27179	375,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,735	0.840	499,620	3133EMSK9	27196	500,000
Federal Farm Credit	UBOC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,742	0.800	1,097,525	3133EMSU7	27200	1,100,000
Bank of America Corp	UBOC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,822	1.250	1,693,965	06048WM31	27225	1,700,000
Fund Total and Average		\$ 66,861,266	1.087		\$ 66,613,286		491	1.193	\$ 67,421,229			\$ 66,800,142

MPP GHG Auction Acct

Local Agency/Investm		73,283	0.438		73,283	1	0.438		73,283	SYS70045	70045	73,283
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Fund Total and Average \$ 73,283 0.438 \$ 73,283

SCPA Balancing Account

Local Agency/Investm	LAIF	14,466,760	0.438		14,466,760	1	0.438		14,466,760	SYS70022	70022	14,466,760
Union Bank of Califo	UBOC	3,805	0.002		3,805	1	0.002		3,805	SYS70023	70023	3,805
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	256	2.798	506,785	594918BA1	26574	498,607
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	276	3.186	508,545	25468PDO6	26630	497,379
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	304	3.100	509,255	87236YAE8	26571	499,416
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	365	2.918	511,335	437076BG6	26572	498,627
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	471	3.161	512,535	74460DAB5	26573	495,277
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	561	3.096	258,935	92826CAC6	26632	248,941
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	562	3.070	519,010	458140AM2	26625	497,355
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	568	3.203	570,757	89233P7F7	26598	545,279
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	637	3.170	521,030	17275RBE1	26624	495,409
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	652	3.185	520,040	084670BR8	26596	496,415
United Parcel Servc	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	669	3.191	519,590	911312BK1	26627	494,156
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	699	3.108	516,875	654106AC7	26597	492,434
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	730	3.438	520,610	828807DD6	26631	493,705
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	744	3.150	528,730	717081DH3	26626	498,588
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,150	2.410	501,135	89236TGD1	26831	500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,400	0.600	543,890	586145F74	27113	544,353
State of Wisconsin	UBOC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,430	0.649	400,680	97705MUK9	27202	400,000



Northern California Power Agency
Treasurer's Report

05/31/2021

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
Arizona Public Servi	UBOC	238,000	3.150	09/25/2020	263,631	05/15/2025	1,444	0.877	257,338	040555CS1	27073	260,003
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,461	0.952	503,030	13032JXM5	27110	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,491	0.932	501,125	059231X39	27125	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,491	0.610	498,420	592112UB0	27174	500,000
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,581	0.530	2,031,155	3133EMBJ0	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,581	0.530	2,035,097	3133EMBH4	27078	2,050,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,713	0.699	495,180	037833EB2	27168	500,000
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,717	0.530	493,055	3130AKVW0	27164	499,765
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,722	0.500	913,450	46632FRV9	27171	1,000,000
Federal Home Loan Ba	UBOC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,730	0.500	123,375	3130AKXX9	27180	125,000
Federal Home Loan Ba	UBOC	1,000,000	0.630	02/28/2021	1,000,000	02/28/2026	1,731	0.630	988,650	3130ALB94	27195	1,000,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,735	0.840	499,620	3133EMSK9	27197	500,000
Federal Farm Credit	UBOC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,742	0.800	1,646,288	3133EMSU7	27201	1,650,000
Fund Total and Average		\$ 33,779,565	1.030		\$ 33,709,260		702	1.078	\$ 33,926,085			\$ 33,796,274

General Operating Reserve

Local Agency Investm	LAIF	21,623,680	0.438		21,623,680		1	0.438	21,623,680	SYS70000	70002	21,623,680
Union Bank of Calif	UBOC	80,351	0.002		80,351		1	0.002	80,351	SYS70019	70019	80,351
US Bank	USB	0	0.000	07/01/2020	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	512	0.060	12/14/2018	512		1	0.060	512	SYS70071	70071	512
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	153	1.285	1,571,934	64971Q7F4	26982	1,555,324
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	256	2.972	405,428	594918BA1	26578	398,434
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	304	3.335	509,255	87236YAE8	26582	498,505
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	344	2.329	4,099,963	037833CQ1	26524	4,024,367
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	374	1.760	3,649,610	313379Q69	26467	3,587,763
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	411	3.083	513,755	713448CX4	26580	500,083
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	548	2.937	515,520	25468PCW4	26739	495,855
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	561	3.145	517,870	92826CAC6	26584	497,547
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	601	3.140	781,553	90331HNL3	26737	746,654
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	607	3.325	521,830	06406RAE7	26575	497,134
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	624	3.195	519,005	68389XBR5	26579	495,508
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	630	3.225	517,435	74005PBF0	26581	495,837
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	652	3.243	520,040	084670BR8	26576	495,943
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	669	3.245	519,590	911312BK1	26583	493,729
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	714	2.939	780,938	166764BK5	26740	744,870
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	730	1.387	1,846,368	040484VN4	26984	1,806,713
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	753	2.847	525,660	166764AH3	26755	503,310
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	755	2.864	530,750	931142EK5	26758	505,171
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	822	1.020	2,215,077	613105KV6	26985	2,181,853
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	836	2.908	531,655	717081EN9	26738	503,093
Hondululu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	852	1.020	1,844,358	4386705V9	26983	1,815,369

Northern California Power Agency
Treasurer's Report
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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
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	966	3.319	542,095	17325FAS7	26756	503,992
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	975	3.535	545,030	46625HJT8	26757	508,091
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	979	2.093	473,568	91159HHV5	26906	454,367
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,096	1.356	1,021,030	46647PBQ8	27007	1,004,577
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,150	2.410	751,703	89236TGD1	26841	750,000
East Side Union High	UBOC	565,000	0.820	10/29/2020	565,000	08/01/2024	1,157	0.820	568,317	275282PR6	27107	565,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,157	1.058	1,561,560	438687KT1	26980	1,516,724
California State Uni	UBOC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,249	0.665	250,490	13077DMK5	27072	250,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,275	2.386	1,499,610	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,291	0.830	1,967,893	3130A3GE8	26962	1,940,824
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,336	1.846	537,615	90331HMS9	26951	516,586
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/13/2025	1,355	1.161	520,560	384802AE4	27000	512,373
W W Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,355	1.217	520,560	384802AE4	27005	511,352
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,400	0.600	543,890	586145F74	27114	544,353
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,400	1.038	1,032,290	899559QD3	27006	1,013,009
City of Huntsville A	UBOC	515,000	2.750	11/06/2020	560,361	05/01/2025	1,430	0.750	552,878	447025A56	27112	554,594
Arizona Public Servi	UBOC	264,000	3.150	09/25/2020	291,208	05/15/2025	1,444	0.877	284,257	040655CS1	27074	287,200
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,461	0.866	1,023,270	438516CB0	27008	1,018,869
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,461	1.299	438,509	471376FJ7	27011	438,952
Precision Castparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,475	1.033	1,634,280	740189AM7	27017	1,636,453
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	06/17/2025	1,477	1.500	749,213	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,483	1.050	735,645	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,485	0.700	500,005	3134GVR26	27016	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,491	0.845	501,125	059231X39	27126	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,491	0.774	500,105	977123X78	27042	500,000
East Side Union High	UBOC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,522	0.940	816,630	275282PS4	27108	815,000
Federal Farm Credit	UBOC	500,000	0.680	09/04/2020	500,000	08/04/2025	1,525	0.680	500,010	3133ELZU7	27053	500,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,539	0.600	994,760	3136G4G72	27056	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,547	0.600	995,600	3136G4X32	27060	1,000,000
Federal Agricultural	UBOC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,569	0.570	992,960	31422BV23	27071	1,000,000
Federal Farm Credit	UBOC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,581	0.530	1,985,460	3133EMBH4	27079	2,000,000
Federal Farm Credit	UBOC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,581	0.530	1,708,356	3133EMB00	27080	1,720,000
Federal Home Loan Ba	UBOC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,581	0.520	987,180	3130AKA29	27081	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,609	0.540	491,005	3134GW426	27104	500,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,638	0.798	961,900	06048WK41	27122	1,000,000
Federal Farm Credit	UBOC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,644	0.560	494,865	3133EMJC7	27124	500,000
Guardian Life	UBOC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,653	1.060	1,507,202	40139BC6	27223	1,507,582
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,665	0.825	239,198	48128GY53	27139	250,000
Federal National Mtg	UBOC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,673	0.599	496,550	3135G06G1	27141	500,916
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,713	0.699	495,180	037833EB2	27169	500,000
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,722	0.500	913,450	46632FRV9	27172	1,000,000
Charles Schwab Corp	UBOC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,744	1.054	628,753	808513BF1	27220	625,489



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Geo 2012A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	122,000	0.015	03/26/2021	121,996	06/19/2021	17	0.015	122,000	313385HA7	27204	121,999
U.S. Treasury	USBT	125,000	0.059	01/26/2021	124,968	06/29/2021	28	0.060	125,000	912796H36	27150	124,994
U.S. Treasury	UBOC	123,000	0.019	02/25/2021	122,992	06/29/2021	28	0.020	123,000	912796H36	27182	122,998
Fund Total and Average		\$ 370,000	0.032		\$ 369,966		24	0.032	\$ 370,000			\$ 369,991

Geo 2016A Debt Service

Federal Home Loan Ba	USBT	289,000	0.014	03/26/2021	288,990	06/18/2021	17	0.015	289,000	313385HA7	27205	288,998
U.S. Treasury	USBT	1,919,000	0.060	01/26/2021	1,918,507	06/29/2021	28	0.060	1,919,000	912796H36	27151	1,918,910
U.S. Treasury	USBT	289,000	0.020	02/25/2021	288,980	06/29/2021	28	0.020	289,000	912796H36	27183	288,996
Fund Total and Average		\$ 2,497,000	0.050		\$ 2,496,477		27	0.051	\$ 2,497,000			\$ 2,496,904

Geothermal Special Reserve

Union Bank of Calif	UBOC	5,000	0.002	07/01/2020	5,000		1	0.002	5,000	SYS70015	70015	5,000
Federal National Mtg	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,620	0.460	1,481,874	3135G06G3	27167	1,497,623
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1615	0.458	\$ 1,486,874			\$ 1,502,623

Geo Decommissioning Reserve

Local Agency Investm	LAI	422,116	0.438		422,116		1	0.438	422,116	SYS70027	70027	422,116
Union Bank of Calif	UBOC	39,689	0.002		39,689		1	0.002	39,689	SYS70034	70034	39,689
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	90	3.002	251,910	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	191	3.103	757,778	69353REV0	26553	747,965
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	344	2.329	877,152	037833CO1	26499	860,979
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	348	1.080	1,020,480	91412G2T1	27001	1,011,607
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	455	3.154	259,620	949763TLOA	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	456	3.051	259,325	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	462	3.152	259,785	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	548	3.004	773,280	25468PCW4	26551	743,180
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	605	3.104	782,318	24422ERT8	26550	746,512
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	607	3.229	782,745	06406RAE7	26549	746,799
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	744	1.450	362,061	227183DH0	27003	355,795
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	791	1.471	427,381	83412PCN0	26978	417,678
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	820	3.203	267,213	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	828	3.301	267,953	17312QSS4A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,042	0.875	1,598,411	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,150	2.410	501,135	89236TGD1	26842	500,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,249	1.846	349,381	78607QAY1	26977	344,587



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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
W W Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,355	1.161	442,476	384802AE4	27002	435,517
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,461	0.952	503,030	13032UXM5	27111	500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,464	0.710	1,000,120	3136G4WA7	27010	1,000,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,491	1.372	762,975	442349EM4	27102	750,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,491	0.610	498,420	592112UB0	27175	500,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,513	3.455	2,009,980	3133EJUT4	26644	1,999,585
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,522	0.940	1,002,000	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,567	0.540	991,710	3134GWL38	27070	1,000,000
Federal Farm Credit	UBOC	565,000	0.530	09/29/2020	565,000	08/29/2025	1,581	0.530	560,892	3133EMBH4	27082	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,597	0.530	1,474,305	3134GWY34	27101	1,500,000
Guardian Life	UBOC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,653	1.060	500,748	40139LBC6	27224	500,874
Apple Inc.	UBOC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,713	0.700	990,360	037833EB2	27162	1,000,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,735	0.840	499,620	3133EMSK9	27198	500,000
JP Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,794	1.200	496,145	48128G3G3	27218	500,000
New York City Genera	UBOC	585,000	2.040	04/30/2021	583,204	03/01/2030	3,195	2.078	586,024	64966QUX6	27219	583,222
Federal Home Loan Ba	UBOC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,541	1.360	976,040	3130AKX76	27163	1,000,000
Federal Agricultural	UBOC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,549	1.460	953,561	31422XAU6	27177	972,000
Fund Total and Average		\$ 24,285,016	1.742		\$ 24,330,645		1371	1.660	\$ 24,508,139			\$ 24,333,105
Geo 2012A DSR Account												
U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	44	0.071	1,621,984	9127963S8	27096	1,621,861
Fund Total and Average		\$ 1,622,000	0.070		\$ 1,621,089		44	0.071	\$ 1,621,984			\$ 1,621,861
GRAND TOTALS:		\$ 30,274,016	1.430		\$ 30,320,963		1185	1.363	\$ 30,483,997.			\$ 30,324,484

*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 05/31/2021

Callable Dates:

Inv #	FFCB	Anytime starting 7/23/2021
26844	TOYOTA	Semi-annually starting 7/25/2021
26842	FFCB	Anytime starting 4/8/2022
26976	SCRVTR	Anytime
26977	UNVHGR	Anytime
27001	FNMA	Quarterly starting 6/4/2021
27010	FHLMC	Quarterly starting 9/15/2022
27070	FFCB	Anytime starting 9/29/2021
27082	FHLMC	Annually starting 10/15/2021
27101	CASMED	Anytime
27111	APPL	Anytime starting 1/8/2026
27162	FHFB	Callable on 8/10/2021
27163	FAMC	Semi-annually starting 2/18/2022
27177	FFCB	Anytime starting 6/2/2021
27198	JPM	Annually starting 4/30/2023
27218	NYC	Anytime
27219		



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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	829,705	0.600		829,705		1	0.600	829,705	SYS79017	79017	829,705
U.S. Treasury	USBT	2,041,000	0.025	02/25/2021	2,040,782	07/29/2021	58	0.025	2,040,959	912796C56	27187	2,040,918
U.S. Treasury	USBT	414,000	0.007	03/26/2021	413,989	07/29/2021	58	0.007	413,992	912796C56	27209	413,995
Federal Home Loan Ba	USBT	415,000	0.060	01/26/2021	414,872	07/30/2021	59	0.060	415,000	313385JU1	27155	414,959
Fund Total and Average		\$ 3,699,705	0.156		\$ 3,699,348		45	0.156	\$ 3,699,656			\$ 3,699,577
GRAND TOTALS:		\$ 3,699,705	0.156		\$ 3,699,348		45	0.156	\$ 3,699,656			\$ 3,699,577

*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 05/31/2021



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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	4,652,850	0.438		4,652,850		1	0.438	4,652,850	SYS70028	70028	4,652,850
Union Bank of Califo	UBOC	9,908	0.002		9,908		1	0.002	9,908	SYS70031	70031	9,908
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	228	3.314	506,605	07330NAQ8	26618	497,992
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	480,350	03/06/2022	278	2.946	506,675	30231GAJ1	26621	498,024
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	287	3.182	561,319	91159HHC7	26651	549,256
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	08/15/2022	471	3.051	512,535	74460DAB5	26546	495,927
Visa Inc.	UBOC	500,000	2.800	03/14/2018	484,470	12/14/2022	561	3.051	517,870	92826CAC6	26547	498,212
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	589	3.215	519,800	89236TEL5	26619	496,164
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	624	3.121	519,005	68389XBR5	26545	496,088
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	669	3.182	519,590	911312BK1	26620	494,233
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	699	2.985	569,206	19416QEC0	26652	541,349
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	787	0.411	500,165	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	08/03/2023	793	0.375	500,200	3134GWJC1	27051	500,000
J Paul Getty Trust	UBOC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	944	0.401	996,080	374288AB4	27161	1,000,000
Nashville Met Gov	UBOC	250,000	1.030	12/17/2020	250,000	08/01/2024	1,157	1.029	252,715	592090GB4	27134	250,000
California Infra & E	UBOC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,218	0.683	100,155	13034AL57	27135	100,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,293	1.744	535,880	931142DV2	26950	515,287
Bank of NY Mellon Co	UBOC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,423	0.839	562,059	06406RAN7	27221	560,847
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,448	0.675	501,785	31422BA26	27004	500,000
Nashville Met Gov	UBOC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,522	1.229	253,048	592090GC2	27133	250,000
City of El Paso TX	UBOC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,536	1.950	542,165	283734TC5	27131	547,913
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,547	0.600	438,064	3136G4X32	27059	440,000
California Infra & E	UBOC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,583	0.765	129,724	13034AL65	27132	130,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,638	0.798	961,900	06048WK41	27121	1,000,000
Federal National Mtg	UBOC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,653	0.615	496,960	3135G06J7	27136	500,772
JP Morgan	UBOC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,665	0.825	478,395	48128GY53	27140	500,000
Federal National Mtg	UBOC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,673	0.576	496,550	3135G06Q1	27148	501,425
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,717	0.530	493,055	3130AKWA0	27165	499,765
Federal Home Loan Ba	UBOC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,730	0.500	493,500	3130AKXX9	27181	500,000
Federal Home Loan Ba	UBOC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,785	1.084	500,885	3130ALXR0	27214	500,000
Fund Total and Average		\$ 18,477,758	1.244		\$ 18,467,492		833	1.280	\$ 18,628,648			\$ 18,526,012

Hydro Initial Facilities

U.S. Treasury	USBT	4,236,000	0.020	02/25/2021	4,235,708	06/29/2021	28	0.020	4,236,000	912796H36	27191	4,235,934
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Fund Total and Average		\$ 4,236,000	0.020		\$ 4,235,708		28	0.020	\$ 4,236,000			\$ 4,235,934
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Hydro Debt Service

05/31/2021

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
Federal Home Loan Ba	USBT	793,000	0.014	03/26/2021	792,972	06/18/2021	17	0.015	793,000	313385HA7	27206	792,994
U.S. Treasury	USBT	8,431,000	0.060	01/26/2021	8,428,836	06/29/2021	28	0.060	8,431,000	912796H36	27152	8,430,607
U.S. Treasury	USBT	792,000	0.020	02/25/2021	791,945	06/29/2021	28	0.020	792,000	912796H36	27184	791,988
Fund Total and Average		\$ 10,016,000	0.053		\$ 10,013,753		27	0.054	\$ 10,016,000			\$ 10,015,589

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,148,000	0.015	03/26/2021	1,147,960	06/18/2021	17	0.015	1,148,000	313385HA7	27207	1,147,992
U.S. Treasury	USBT	6,808,000	0.060	01/26/2021	6,806,253	06/29/2021	28	0.060	6,808,000	912796H36	27153	6,807,682
U.S. Treasury	USBT	1,148,000	0.019	02/25/2021	1,147,921	06/29/2021	28	0.020	1,148,000	912796H36	27185	1,147,982
Fund Total and Average		\$ 9,104,000	0.049		\$ 9,102,134		27	0.050	\$ 9,104,000			\$ 9,103,656

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	809,000	0.014	03/26/2021	808,972	06/18/2021	17	0.015	809,000	313385HA7	27208	808,994
U.S. Treasury	USBT	4,907,000	0.060	01/26/2021	4,905,741	06/29/2021	28	0.060	4,907,000	912796H36	27154	4,906,771
U.S. Treasury	USBT	809,000	0.020	02/25/2021	808,944	06/29/2021	28	0.020	809,000	912796H36	27186	808,987
Fund Total and Average		\$ 6,525,000	0.049		\$ 6,523,657		27	0.050	\$ 6,525,000			\$ 6,524,752

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	44	0.071	45,000	9127963S6	27097	44,996
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	69	1.790	691,274	3134G93A3	26432	689,106
Fund Total and Average		\$ 734,000	1.764		\$ 736,366		67	1.685	\$ 736,274			\$ 734,102

Hydro Special Reserve

Union Bank of Calif	UBOC	5,000	0.002	07/01/2020	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	1,620	0.460	1,481,874	3135G06G3	27166	1,497,623
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1615	0.458	\$ 1,486,874			\$ 1,502,623

Hydro 2012 DSRA

U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	44	0.071	253,997	9127963S6	27098	253,978
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	226	2.360	3,984,602	3137EADB2	25852	3,927,890
U.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	296	0.030	396,911	912796F38	27217	386,903
Fund Total and Average		\$ 4,569,000	2.048		\$ 4,566,981		222	2.053	\$ 4,625,510			\$ 4,568,771

GRAND TOTALS: \$ 55,161,758 0.649 \$ 55,148,887 357 0.660 \$ 55,358,306. \$ 55,211,439

*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 05/31/2021

Callable Dates:

Inv #	WMT	Anytime starting 10/15/2024
26950	FAMCA	Semi-annually starting 5/19/2022
27004	FHLMC	7/28/2021 only
27045	FHLMC	Quarterly starting 8/03/2021
27051	FNMA	Quarterly starting 8/26/2021
27059	BAC	11/25/2021 only
27121	ELPASO	Callable annually starting 8/15/2023
27131	FFCB	Anytime
27132	CASDEV	Anytime
27135	FNMA	Quarterly starting 6/10/2021
27136	JPM	Quarterly starting 12/22/2023
27140	JPGETY	Anytime starting 10/1/2023
27161	FHLB	Anytime starting 8/12/2021
27165	FHLB	2/25/2022 only
27181	FHLB	4/21/2023 only
27214	BK	3/24/2025
27221		



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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		141,282	0.438		141,282		1	0.438	141,282	SYS70046	70046	141,282
Fund Total and Average		\$ 141,282	0.438		\$ 141,282		1	0.438	\$ 141,282			\$ 141,282

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	6,904,136	0.600		6,904,136		1	0.600	6,904,136	SYS79004	79004	6,904,136
Federal Home Loan Ba	USBT	1,076,000	0.050	01/26/2021	1,075,812	06/01/2021	0	0.050	1,076,000	313385GH3A	27156	1,076,000
U.S. Treasury	USBT	1,077,000	0.080	12/30/2020	1,076,634	06/01/2021	0	0.081	1,077,000	912796G37	27143	1,077,000
U.S. Treasury	USBT	591,000	0.019	02/25/2021	590,968	06/01/2021	0	0.020	591,000	912796G37	27188	591,000
Fund Total and Average		\$ 9,648,136	0.445		\$ 9,647,550		1	0.446	\$ 9,648,136			\$ 9,648,136

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	6,730,937	0.600		6,730,937		1	0.600	6,730,937	SYS79012	79012	6,730,937
Federal Home Loan Ba	USBT	944,000	0.050	01/26/2021	943,835	06/01/2021	0	0.050	944,000	313385GH3A	27157	944,000
U.S. Treasury	USBT	945,000	0.080	12/30/2020	944,679	06/01/2021	0	0.081	945,000	912796G37	27144	945,000
U.S. Treasury	USBT	944,000	0.020	02/25/2021	943,950	06/01/2021	0	0.020	944,000	912796G37	27189	944,000
Fund Total and Average		\$ 9,563,937	0.437		\$ 9,563,401		1	0.437	\$ 9,563,937			\$ 9,563,937

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	667,000	0.050	01/26/2021	666,863	06/01/2021	0	0.050	667,000	313385GH3A	27158	667,000
U.S. Treasury	USBT	667,000	0.080	12/30/2020	666,773	06/01/2021	0	0.081	667,000	912796G37	27145	667,000
U.S. Treasury	USBT	666,000	0.019	02/25/2021	665,964	06/01/2021	0	0.020	666,000	912796G37	27190	666,000
Fund Total and Average		\$ 2,000,000	0.050		\$ 1,999,620		0	0.051	\$ 2,000,000			\$ 2,000,000

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	425	0.600		425		1	0.600	425	SYS79005	79005	425
Federal Home Loan Ba	USBT	465,000	0.050	01/26/2021	464,919	06/01/2021	0	0.050	465,000	313385GH3A	27159	465,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	72	1.899	150,323	3137EAEC9	26454	149,836
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	374	1.760	4,185,567	313379069	26463	4,114,637
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,735	0.840	4,426,633	3133EMSK9	27199	4,430,000
Fund Total and Average		\$ 9,145,425	1.382		\$ 9,210,298		1008	1.227	\$ 9,227,948			\$ 9,159,898

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600		804		1	0.600	804	SYS79006	79006	804
Fund Total and Average		\$ 804	0.600		\$ 804		1	0.600	\$ 804			\$ 804



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LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	2,369,000	0.069	09/29/2020	2,367,669	07/15/2021	44	0.071	2,368,976	9127963S6	27099	2,368,797
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		44	0.071	\$ 2,369,780			\$ 2,369,601

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	735	0.600	07/01/2020	735		1	0.600	735	SYS79013	79013	735
U.S. Treasury	USBT	383,000	0.019	02/25/2021	382,980	06/01/2021	0	0.020	383,000	912796G37	27193	383,000
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	44	0.071	758,992	9127963S6	27100	758,935
Fund Total and Average		\$ 1,142,735	0.054		\$ 1,142,288		29	0.054	\$ 1,142,727			\$ 1,142,670

LEC O & M Reserve

Local Agency Investm		1,550,653	0.438		1,550,653		1	0.438	1,550,653	SYS7D047	70047	1,550,653
Union Bank of Calif	UBOC	88,649	0.002		88,649		1	0.002	88,649	SYS7D041	70041	88,649
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	128	1.555	497,826	89236TGJ8	26953	495,416
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	153	1.000	511,095	58607ECD4	26986	509,342
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	356	2.456	608,257	90331HPC1	26822	596,080
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	787	0.375	1,000,330	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,279	1.776	507,738	14912L6G1	26952	487,887
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,491	0.610	498,420	592112UB0	27176	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,519	0.579	987,390	3136G4D75	27047	1,000,833
Federal Farm Credit	UBOC	2,000,000	0.670	09/04/2020	2,000,000	08/04/2025	1,525	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	1,539	0.600	994,760	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,581	0.530	744,548	3133EMB4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,581	0.530	665,464	3133EMB40	27084	670,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,713	0.699	495,180	037833EB2	27170	500,000
JP Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,794	1.200	496,145	48128G3G3	27222	500,000
Fund Total and Average		\$ 11,614,302	1.071		\$ 11,686,036		1083	0.789	\$ 11,646,495			\$ 11,648,860
GRAND TOTALS:		\$ 45,625,621	0.744		\$ 45,758,948		482	0.642	\$ 45,740,305.			\$ 45,674,384

*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 05/31/2021

Callable Dates:

Inv #	USB	Anytime starting 4/22/2022
26822	FHLMC	7/28/2021 only
27046	FHLMC	Quarterly starting 7/29/2022
27047	FFCB	Anytime
27054	FFCB	Anytime
27057	FNMA	Quarterly starting 8/18/2022
27083	FFCB	Anytime starting 9/29/2021
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27199	FFCB	Anytime starting 6/2/2021
27222	JPM	Annually starting 4/30/2023



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Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

- Scrap metal from Lodi Energy Center

BACKGROUND:

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

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

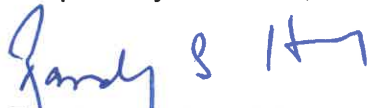
FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declaration of Surplus
Receipt of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 5/12/2021

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	LOT	SCRAP METAL	S		\$ 0.00		CT2/LEC
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: SCRAP

RECOMMENDED DISPOSITION: SCRAP

PREPARED BY: Melissa Philpot / Michael DeBortoli
ORG. *Michael DeBortoli*
APPROVED BY: *Phil Lelescu* CODE: _____
AUTHORIZATION (ASST. GEN. MANAGER)
TO PROCEED: *May S. [Signature]* DATE: 5/12/21
(GENERAL MANAGER)

PUBLIC SALE _____ PRIVATE SALE _____
X DISPOSAL - NO NET SCRAP VALUE
*U/M = UNIT OF MEASURE
** CONDITION: EXCELLENT (E), GOOD (G), AVERAGE
POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER



Date: 5/25/2021

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

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

Address/Phone #: 524 E. Harold Street, Lodi (209) 915-0214

Signature: *Vincente Gonzales*

Northern California Power Agency

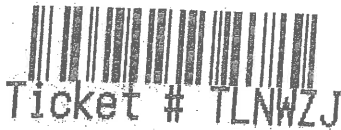
Employee Name: Melissa Philpot

Signature: *Melissa C. Philpot*

Monies Received for this?

☒ YES (\$ 865.00) (50% of total, rounded)

☐ NO



Ticket # TLNWZJ

PURCHASE TICKET

Weighed At: Sims Metal
1000 South Aurora St
Stockton, Ca. 95206
(209) 948-4000

Ticket # TLNWZJ
Vehicle ID: 43708G1

Vehicle Tag No: 43708G1

Vehicle No: TK 43708G1

Purchased From: 118148

Gonzalez, Vicente

VICENTE SANTANA GONZALEZ

E Harold

Lodi, CA 95240

Trader: Mauck, Josh

License/ID No: N7545685 (CA)

TRK Control #-ID: 1D 67492

Date: 05/24/21

Ship Date: 05/24/21

State: CA

Item Material	Gross	Pounds Tare	Net
NWZJ #1 HMS *	13440b	8820b	4620
NWZJ 316 SS SOLIDS	8820b	8160b	660
			5280

SS Wght Date/Time 05/24/21 12:00
G Wght Date/Time 05/24/21 13:17

GROSS TONS
2.3571

Item Summary	Pd Wt (lb)	Price \$/Unit	Extended Price \$
* SOLIDS	4620	200.0000/Net tons	462.00
	660	0.7100/Pounds	468.60
			\$ 930.60

Signature

(Tamara Morrissey)

Signature

Weights are reported in Pounds unless otherwise indicated
("m" Represents a weight that was manually entered)

WEIGHMASTER CERTIFICATE

I CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 of the California Code of Regulations, commencing with Section 12700 of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

I warrant that I am the owner (or owner's representative) of the material described hereon and have the right to sell same, that it contains no Hazardous Materials as defined by any federal or state law and that for payment hereby received, I will convey title to Sims Metal.

OLD HARMLESS AGREEMENT: Seller will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

Customer Copy



Ticket # TLNUPQ

PURCHASE TICKET

Weighed At: Sims Metal
1000 South Aurora St
Stockton, Ca. 95206
(209) 948-4000

Ticket # TLNUPQ
Vehicle ID: 43708G1

Vehicle Tag No: 43708G1

Vehicle No: TK 43708G1

Purchased From: 118148

Gonzalez, Vicente

c/o VICENTE SANTANA GONZALEZ

525 E Harold

Lodi, CA 95240

Trader: Mauck, Josh

TRK Control #-ID: 1D 67

Date: 05/24/21

Ship Date: 05/24/21

State: CA

Item Shpmt Material	Gross	Pounds Tare	Net
1. TLNUPQ #1 HMS *	12660b	7860b	4800
Totals			4800

Gross Wght Date/Time 05/24/21 09:15
Tare Wght Date/Time 05/24/21 09:51

GROSS TONS
2.1429

Material Summary	Pd Wt (lb)	Price \$/Unit	Extended Price \$
#1 HMS *	4800	200.0000/Net tons	480.00
Total:			\$ 480.00

Deputy Weighmaster Signature

(Tamara Morrissey)

Customer Signature

(All weights are reported in Pounds unless otherwise indicated)
("m" Represents a weight that was manually entered)

WEIGHMASTER CERTIFICATE

I CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 of the California Code of Regulations, commencing with Section 12700 of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

I warrant that I am the owner (or owner's representative) of the material described hereon and have the right to sell same, that it contains no Hazardous Materials as defined by any federal or state law and that for payment hereby received, I will convey title to Sims Metal.

OLD HARMLESS AGREEMENT: Seller will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

Customer Copy

Universal Service Recycling Inc.
3200 South El Dorado Street
Stockton, CA 95206
Phone: 209-944-9555
Fax: 209-944-5552
Web: www.usrscrap.com
RC 13349
PR 147249.001



WEIGHMASTER CERTIFICATE

N7545685
VICENTE SANTANA GONZALEZ
525 E HAROLD ST
LODI/CA/95240-0000

5/25/2021

Ticket # 1098081

Ticket # 1098081

10:54:24 5/25/2021

<u>Material</u>	<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>UM</u>	<u>Unit Price</u>	<u>Amount</u>
500 - #1 Prepared HMS (ISRI 200)	12,140	8,980	3,160	LB	\$0.1000	\$316.00
Total						\$316.00

PAID

WEIGHMASTER CERTIFICATE:

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

DEPUTY WEIGHMASTER SIGNATURE: **Anthony Bonilla**
Weighed at 3200 South El Dorado Street
Stockton, California 95260

BILL OF SALE

I hereby state that I am the lawful owner of the material described hereon, that I have a right to sell same, and that all State redemption material listed is in fact valid State redemption material and that for payment received in full, hereby acknowledged, I sell and convey title of same to: Universal Service Recycling Inc. I warrant that this material does not contain any hazardous substance as defined by the federal and/or state law, and I agree to indemnify Purchaser / Payer if this is untrue. I declare under penalty of perjury that the foregoing is true and correct.

HOLD HARMLESS AGREEMENT AND WAIVER OF LIABILITY Seller, customer, and driver will indemnify and hold buyer harmless from any and all liabilities, damages, and demands, including reasonable attorney's fees, resulting from breach of any warrant, to person and property hereunder and seller, customer and driver agrees to be responsible for damage to vehicle while loading or unloading scrap materials.

Seller's Signature X _____

5/25/2021 10:54:24AM Page 1 of 1

Amended 2021 Committee Meeting Calendar

Facilities/ Pooling Committees 9:00 am	LEC PPC Committee 10:00 am	Finance Committee 10:30 am	Utility Directors 9:00 am	Legal Committee 8:30 am	L&R Affairs Committee 12:00 pm	Executive Committee 8:00 am	*Commission 9:30 am
January 6	January 11		January 14	January 7		January 28	January 28
February 3	February 8	February 9	February 11	February 4	February 24	February 25	February 25
March 3	March 8		March 11	March 4		March 25	March 25
April 7	April 12		April 15	April 1	April 28	April 29	April 29
May 5	May 10	May 11	May 13	May 6		May 27	May 27
June 2	June 7		June 10	June 3		June 17	June 17
July 7	July 12		July 15	July 1		July 29 Murphys, CA	July 29 Murphys, CA
August 4	August 9	August 10	August 12	August 5	August 25	August 26	August 26
September 1	September 13		September 9	September 29 Napa, CA 1:00 pm	September 29 Napa, CA 3:00 pm	**October 1 Napa, CA 7:30 am	**October 1 Napa, CA 10:00 am
October 6	October 11	October 12	October 14	No October Meeting		October 28 Redding, CA	October 28 Redding, CA
November 3	November 15	November 16	November 18	November 4		No November Meeting	No November Meeting
December 1	December 6		December 9	December 16	December 1	December 2	December 2

*Commission Packet mailed the Thursday or Friday prior to the meeting date.

**The October 1 Commission and Executive Committee meetings will be held on a Friday.

NCPA CONFERENCES / EVENTS:

NCPA 101 Presentation: Virtual Format: TBD

NCPA Strategic Issues Conference: CANCELLED

Capitol Day: Virtual Format: Date TBD

NCPA/NWPPA Federal Policy Conference: October 17-20, 2021

NCPA Annual Conference: September 29 – October 1, 2021, at the Silverado Resort, Napa, CA



Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Authorize Northern California Power Agency (NCPA) General Manager to Execute Confirmation Number 0219 for Quest Media & Supplies, Inc. Services to the City of Redding/Redding Electric Utility and Issue a Corresponding Purchase Order Under the Support Services Program

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i> Chief Financial Officer/Assistant General Manager	METHOD OF SELECTION: <i>Other</i>
Division:	Administrative Services	<i>Redding Acknowledged Satisfaction of City's Purchasing Policies</i>
Department:	Accounting & Finance	

IMPACTED MEMBERS:		
All Members <input 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 checked="" 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"/>
<p><i>If other, please specify</i></p> <p>_____</p> <p>_____</p>		

RECOMMENDATION:

Subject to Commission approval of a Second Amendment to the Quest Media & Supplies, Inc. Agreement and subject to approval by the Redding City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 21-59 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0219, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quest Media & Supplies, Inc. for design services for Redding Electric Utility's Fiber Optic Infrastructure Project.

BACKGROUND:

The City of Redding became a signatory to the NCPA Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

NCPA entered into an Agreement with Quest Media & Supplies, Inc. effective January 9, 2017, which was subsequently amended effective September 15, 2020. A proposed Second Amendment to the Agreement will be brought to the Commission for approval at its June 17, 2021, meeting to increase the not-to-exceed amount from \$200,000 to \$1,500,000. This recommendation is subject to the Commission's approval of the Second Amendment.

In May 2021 the City of Redding/Redding Electric Utility (REU) submitted a Member Task Request under the SSPA for Quest Media & Supplies, Inc. to provide design for the Fiber Optic infrastructure Project which consists of approximately 28-mile loop of 288 ribbon fiber optic cable with an additional seven miles of 96 ribbon fiber optic cable divided into various radial runs to locations in Redding. Pursuant to the Quest Media & Supplies, Inc. proposal, the cost for the services including additional Options 1 and 2 is \$258,600. REU requested that a twenty percent (20%) contingency be added to the services proposal amount to cover permit fees and other contingencies, for a total of \$310,320.

If approved, Confirmation Number 0219 states that NCPA agrees to provide the requested services through its contract with Quest Media & Supplies, Inc. dated effective January 9, 2017, as amended, in the amount of not-to-exceed \$310,320. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$312,820.

This item will be considered by the Redding City Council at a Council meeting in June 2021, and is subject to that approval.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by Quest Media & Supplies, Inc. to REU will be billed to and paid by Redding pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding.

SELECTION PROCESS:

REU will utilize Quest Media & Supplies, Inc. services through NCPA's Support Services Program and has confirmed through submission of its Task Request that it is responsible for satisfying the City of Redding's Purchasing Policies.

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:

Pending Facilities committee review and approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-59
- Proposed Confirmation Number 0219

RESOLUTION 21-59

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0219 FOR QUEST MEDIA & SUPPLIES, INC. SERVICES TO THE CITY OF REDDING/REDDING ELECTRIC UTILITY AND ISSUE A CORRESPONDING PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #175:21)

WHEREAS, The City of Redding became a signatory to the Northern California Power Agency (NCPA) Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, in May 2021 the City of Redding/Redding Electric Utility (REU) requested services through the SSPA for Quest Media & Supplies, Inc. to provide design for the Fiber Optic infrastructure Project which consists of approximately 28-mile loop of 288 ribbon fiber optic cable with an additional seven miles of 96 ribbon fiber optic cable divided into various radial runs to locations in Redding. The cost for the services including additional Options 1 and 2 is \$258,600. REU requested that a twenty percent (20%) contingency be added to the services proposal amount to cover permit fees and other contingencies, for a total of \$310,320; and

WHEREAS, Confirmation Number 0219 states that NCPA agrees to provide the requested services through its contract with Quest Media & Supplies, Inc. dated effective April 29, 2021, as amended, in the amount of not-to-exceed \$310,320. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$312,820; and

WHEREAS, this item will be considered by the Redding City Council at its meeting on June 15, 2021, and is subject to that approval; 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, under the terms of the NCPA Support Services Program Agreement, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0219, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quest Media & Supplies, Inc. for design services for Redding Electric Utility's Fiber Optic Infrastructure Project.

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

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF REDDING in the amount of not-to-exceed \$310,320.00 for the Quest Media & Supplies, Inc. services described in paragraph 3. This Support Services amount includes \$248,500.00 for the proposed services on a fixed-price basis, plus \$10,100.00 for selected optional services on a time and materials basis, plus a twenty percent (20%) contingency of \$51,720.00 to cover permit fees and other contingencies should they arise.

3. CITY OF REDDING requests the following described Support Services in the dollar amount specified above. NCPA agrees to provide the following Support Services to the Participating Member:

Quest Media & Supplies, Inc. shall provide design services for Redding Electric Utility's (REU) Fiber Optic Infrastructure Project, as detailed in REU's Fiber Optic Infrastructure Design Services Request dated May 3, 2021, and Quest's quote #015075 Version 3, copies attached.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not to exceed amount specified in paragraph 2, above; plus, the Administrative Cost to develop the Confirmation and first month of administration in the amount of \$685.00, plus \$165.00 per month for each additional month administrative costs are actually incurred, for a total not to exceed \$2,500.00, in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$312,820.00.

5. A Security Account deposit is not required for this Confirmation.

SIGNATURES ON NEXT PAGE

Date: _____

Participating Member:

CITY OF REDDING

By its Designated Representatives:

Daniel Beans, Utility Director

And

Barry E. DeWalt, City Attorney

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Randy S. Howard, General Manager

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel



We have prepared a quote for you

REU – Fiber Optic Infrastructure Design Services

Quote # 015075 Version 3

Prepared for:

**Northern California
Power Agency**

Prepared by:

Andrew Kinzel

Introduction

Quest Media & Supplies, Inc. is presenting this quote to Northern California Power Agency on behalf of Redding Electric Utility for Fiber Optic Infrastructure Design Services.

Quest Technology Management is the same entity as Quest Media & Supplies, Inc.

Quest Media & Supplies, Inc is contracting with NCPA, via the Quest-NCPA Master Services Agreement from 2017, to provide the following Services for the benefit of Redding Electric Utility.

All Deliverables are expected to be completed by December 31, 2021. If any delays occur or difficulties are anticipated by Quest in meeting this timeframe, Quest will notify NCPA and REU as early as possible.

This quote is subject to the Terms and Conditions of the Master Services Agreement between Quest and NCPA, dated January 9, 2017, as subsequently amended.

Project

Scope of Work

Price

Work Scope:

Quest will provide a design for the Fiber Optic Infrastructure Project which consists of approximately 28-mile loop of 288 ribbon fiber optic cable with an additional 7 miles of 96 ribbon fiber optic cable divided into varies radial runs to REU HQ at AVTECH, City Hall, and the Corporation Yard.

Quest will perform site walks and create baseline drawings for the existing poles, sites, and rights-of-way intended for use as they exist today for both Options 1 and 2.

Quest will provide the required poles (with a pole number), marked exact locations (latitude/longitude using GPS), nearest address or cross street, photo of each pole showing pole number, overall pole height, height of all attachments, base measurement (circumference), and if available the "birth mark" (stamp) of each pole.

Quest will capture riser locations, underground paths, river crossings, highway crossings, railroad crossings, and suggested paths for tying the fiber cable to the routes in a diverse ring pathway.

Quest will provide updated pole drawing to show the new proposed design for the fiber system, including splice locations, etc. creating the As-Design Drawings which includes the engineering pole loading required and analysis.

Quest will provide the full permit package for the appropriate phase of the new fiber build project. The final design package shall include everything required from the attached Capital improvement Project Submittal Requirements.

All design services will be required to be public works compliant.

Subtotal: **\$248,500.00**

Additional Option 1

Scope of Work	Price
Quest will create a Public Bid Document for REU to submit for proposals: This task will be completed as a T&M at \$150.00 per hour, with a not to exceed amount of \$3,600.00 without prior approval.	
Subtotal:	\$3,600.00

Additional Option 2

Scope of Work	Price
Quest will submit permits on behalf of REU and will work with all of the agencies to obtain approved permits. - \$6,500.00 (This price is only a Quest processing fee and does not include permit fees or any other fees associated with the permit).	
Subtotal:	\$6,500.00

Shipping

Description	Price	Qty	Ext. Price
Freight Charges Shipping will be added at the time of the bill.	\$0.00	1	\$0.00
Subtotal:			\$0.00

Sales Tax

- ☐ Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.

REU – Fiber Optic Infrastructure Design Services



Prepared by:

Quest Technology Management

Andrew Kinzel

(916) 338-7070

Andrew_Kinzel@questsys.com

Prepared for:

Northern California Power Agency

651 Commerce Dr.

Roseville, CA 95678

Linda Stone

(916) 781-4248

Linda.Stone@ncpa.com

Quote Information:

Quote #: 015075

Version: 3

Delivery Date: 05/27/2021

Expiration Date: 06/26/2021

Quote Summary

Description		Amount
Project	Fixed Price	\$248,500.00
Additional Option 1	Billed as a T&M at \$150.00 per hour, with a not to exceed amount of \$3,600.00 without prior approval	\$3,600.00
Additional Option 2	Permit fees or any other fees associated with the permits are not included in this quote	\$6,500.00
Total:		\$258,600.00

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

Terms and Conditions

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof. Terms and Conditions are subject to the Master Services Agreement between Quest and NCPA, dated January 9, 2017, as subsequently amended.

I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described in the proposal.

Quest Technology Management

Signature: Andrew Kinzel
Name: Andrew Kinzel
Title: Estimator
Date: 05/27/2021

Northern California Power Agency

Signature: _____
Name: Linda Stone
Date: _____

General

As a member of NCPA, Redding Electric Utility, REU, is requesting proposals for consulting services for design and construction assistance for Phase 1 & 2 of the Fiber Optic Infrastructure Project.

The Fiber Optic Infrastructure Project consists of approximately 28-mile loop of 288 ribbon fiber optic cable with an additional 7 miles of 96 ribbon fiber optic cable divided into varies radial runs to REU HQ at AVTECH, City Hall, and the Corporation Yard (see attached GIS Export/KMZ). This base project will interconnect 8 of our 12 substations and enable improved High-Speed Protection switching. For the most part, all fiber optic cables will be attached to 724 existing pole line facilities, sharing 221 crowded Joint Pole(AT&T) communications areas. These routes consist of approximately four (4) miles of underground build, six (6) railroad crossings, 12 highway crossings, two (2) freeway crossings, and two (2) river crossings (of ~1,000 ft each).

All design services will be required to be public works compliant.

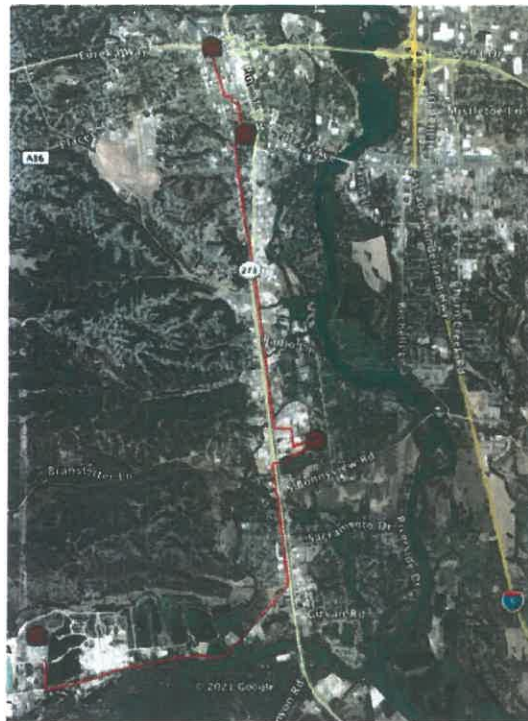


Figure 1 – Phase 1 Planned Approach (Red)



Figure 2 – Phase 2 Planned Approach (Blue) Radial Runs (Green)

Work Scope:

1. Performing site walks and the creation of baseline drawings for existing poles, sites, and rights-of-way intended for use as they exist today for both Options 1 and 2. This proposal accounts for each of the required poles (with a pole number), marked exact locations (latitude/longitude using GPS), nearest address or cross street, photo of each pole showing pole number, overall pole height, height of all attachments, base measurement (circumference), and if available the "birth mark" (stamp) of each pole. Capture riser locations, underground paths, river crossings, highway crossings, railroad crossings, and suggested paths for tying the fiber cable to the routes in a diverse ring pathway. Inside the shelters at the substations and other sites we will be taking pictures and creating site drawings for each potential location of fiber entrance, fiber termination, and network equipment. We will also notate the possible power sources and battery locations. Consideration will be given to any generator needs. If inside space is not available at any substation we will show where an external shelter can be placed along with potential fiber and power interfaces. All underground Rights of Way (ROW) paths where we enter an REU or City of Redding facility and substation will have photos and drawings with

redlines of the proposed paths up to the tie-in with the Main Point of Entry (MPOE) at each substation building.

2. Update every pole drawing to show the new proposed design for the fiber system, including splice locations, etc. creating the As-Design Drawings. This includes the engineering pole loading required and analysis. This task will include a sign-off by an engineer licensed to operate in the state of California. Inside the shelters at each substation will capture photos and create drawings for potential locations of fiber termination and network equipment, along with possible power sources and battery locations. All underground rights-of-way (ROW) paths where the fiber route enters an REU facility and/or substation photos will capture and identified the appropriate paths to the tie-in with the MPOE at the substation building. All proposed new routes will be called out on the As-Build Drawings but all data will be captured for reference where it is possible.
3. Provide the full permit package for the appropriate phase of the new fiber build project. The final design package shall include everything required from the attached Capital improvement Project Submittal Requirements.



Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: GHD Inc. – Five Year Multi-Task Professional Services Agreement for engineering consulting 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 Assistant General Manager	METHOD OF SELECTION:	N/A
Division:	Generation Services	<i>If other, please describe:</i>	
Department:	Generation Services		

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

RECOMMENDATION:

Approve Resolution 21-60 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with GHD Inc. for engineering consulting 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:

Engineering consulting services including civil, environmental, geotechnical and structural engineering 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 GHD Inc., which is expiring in August 2021. NCPA has worked with GHD extensively in the past on projects such as construction management, topographic surveys, landslide monitoring, easement research and more. The vendor has a wide offering of services and has proven to be a competent resource for NCPA. NCPA desires to renew this agreement to keep established terms and conditions in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Condor Earth Technologies, Gannett Fleming, CBEC Consultants, GEI Consultants, Coffman Engineers, Black and Veatch, and others.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

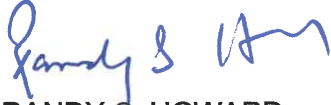
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On June 2, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On June 7, 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 21-60
- Multi-Task Professional Services Agreement with GHD Inc.

RESOLUTION 21-60

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH GHD INC.

(reference Staff Report #176:21)

WHEREAS, engineering consulting 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, GHD Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with GHD Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, 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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GHD 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 GHD Inc., a corporation with its office located at 4080 Plaza Goldorado Circle, Suite B, Cameron Park, CA 95682 ("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 no later than five (5) years from the date this Agreement was signed by Agency.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner consistent with the level of care, diligence, and skill ordinarily exercised by professional engineers performing the same or similar services at the same time and geographic location that the services are provided by Consultant 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, or begins to perform the Requested Services, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two million five hundred thousand dollars (\$2,500,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage 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) per claim 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 (5) 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. With the exception of Professional Liability, 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 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.

Notwithstanding the foregoing in the event Consultant defends the Agency and it is ultimately determined or agreed to that the Consultant was either not negligent or was only partially negligent with respect to the loss, liability, claim, suit, action or damages, the Agency agrees that it shall promptly reimburse Consultant for

such proportion of the Consultant's costs incurred in defending the Agency that is not attributable to the negligence of the Consultant.

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.
- 7.4 Monitoring by DIR.** Any public work or maintenance work, as defined in the Labor Code or California Code of Regulations, Title 8, Section 16000 will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, any Contractor performing public work or maintenance work for the Agency will be required to register with the Department of Industrial Relations and be qualified to perform such 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 California Labor Code that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall 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 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 and shall return or destroy all Deliverables and Agency data such as reports, data, maps, models, charts, studies, surveys, photographs, memoranda,

plans, studies, specifications, records, files, or any other documents or materials specifications or material of any type and in any form provided to Consultant by Agency upon termination of this Agreement or completion of any Purchase Order.

Any and all deliverables are prepared specifically, and are intended to be used exclusively for the project and location contemplated under the Agreement. Any completion, extension, or modification of deliverables by Agency or others without participation of Consultant, or written authorization by Consultant, or any reuse by Agency of Consultant's deliverables or work product other than for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Consultant. Consultant shall retain ownership of Consultant's prior developed intellectual property (including standard drawings and specifications, computer programs and models, copyrights, trade secrets, patented, patent pending, or other patentable technology, processes, or business practices) as long as all of these materials were developed prior to the Services and developed without compensation from Agency.

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

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

9.4 Confidential Information and Disclosure.

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

reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Greg Watanabe
GHD Inc.
4080 Plaza Goldorado Circle, Suite B
Cameron Park, CA 95682

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

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

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

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

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

GHD INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

GREG WATANABE, Principal

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

As requested by NCPA, GHD Inc., ("Consultant") shall provide engineering consulting services to the Northern California Power Agency ("Agency"), Agency Members, SCPPA or SCPPA Members, including, without limitation:

- Engineering Consulting;
- Civil, Environmental, Geotechnical and Structural Engineering;
- Engineering Geology;
- Mapping / Land Surveying / GIS;
- Development of Construction Drawings, Plans, Specifications, Technical Documents, Reports and Presentations;
- Verification of Greenhouse Gas Reporting;
- Other Regulatory Reporting and Consulting;
- Construction Observation and Testing;
- Special Inspection; and
- Other Miscellaneous Engineering 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 tasks, 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:



FY 2021 US West Region Rate Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	\$275
A02	Senior Technical Director 2	\$255
A03	Senior Technical Director 3	\$235
A04	Technical Director 1	\$215
A05	Technical Director 2	\$195
A06	Senior Professional 1	\$170
A07	Senior Professional 2	\$155
A08	Professional 1	\$135
A09	Professional 2	\$120
A10	Professional 3	\$110
A11	Intern	\$80
B01	Lead Design Technician 1	\$250
B02	Lead Design Technician 2	\$225
B03	Lead Design Technician 3	\$205
B04	Senior Design Technician 1	\$165
B05	Senior Design Technician 2	\$155
B06	Design Technician 1	\$145
B07	Design Technician 2	\$130
B08	Drafting/Design 1	\$120
B09	Drafting/Design 2	\$110
B10	Drafting/Design 3	\$100
B11	Drafting/Design 4	\$90
B12	Intern Drafting/Design	\$80
C01	Business Services Manager 1	\$250
C02	Business Services Manager 2	\$210

Finance Class Code		Rate
C03	Senior Admin Officer 1	\$155
C04	Senior Admin Officer 2	\$125
C05	Admin Officer 1	\$105
C06	Admin Officer 2	\$90
C07	Admin Officer 3	\$75
D01	Business Services Manager 1	\$275
D02	Business Services Manager 2	\$255
D03	Senior Admin Officer 1	\$215
D04	Senior Admin Officer 2	\$170
D05	Admin Officer 1	\$155
D06	Admin Officer 2	\$110
D07	Admin Officer 3	\$100
D08	Admin Officer 4	\$90
D09	Admin Officer 5	\$85
D10	Admin Officer 6	\$75
S01	Senior Construction Manager	\$250
S02	Construction Manager	\$205
S03	Lead Site Engineer/Supervisor	\$175
S06	Lead Inspector	\$165
S07	Senior Inspector	\$150
S08	Inspector / Specialist 1	\$135
S09	Inspector / Specialist 2	\$110
S10	Clerk / Specialist 3	\$80
S15	Operator/Laborer 1	\$125
S16	Operator/Laborer 2	\$105
S17	Operator/Laborer 3	\$85

1 Rates are for employees of all GHD companies.

2 Rate Schedule is subject to change annually (July 1st each year).



FY 2021 US West Region Rate Schedule Supplement

All field personnel charges are portal to portal

One Man Survey Crew	\$180.00
Two Man Survey Crew	\$285.00

Estimated Prevailing Wage rates are as follows:

♦ One/Two Man Survey Crew	Base rate above + \$30.00/hour
♦ Special Inspector or Engineering Technician with Equipment	\$145.00
♦ Special Inspector or Engineering Technician	\$135.00

Overtime, Weekend, and Holiday rates are as follows:

Non-Professional overtime (8+hrs/day), swing shift, or Saturday work	1.5 x hourly rate
Sunday work	2.0 x hourly rate
Holiday work	2.5 x hourly rate

Project-related disbursements, expenses, and subcontractor costs are invoiced at cost plus 15% and billed on the basis of employee hours dedicated to the project

Expenses are as follows:

♦ General Associated Project Charges (APC)	\$8.50/hour
♦ Environmental and Construction Inspection consumables	\$11.50/hour
♦ Survey Field consumables	\$15.00/hour
♦ Exploration Equipment – Hand Auger & Sampling Equipment	\$50/day
♦ Geophysical Equipment – Seismic Refraction	\$400/day
♦ Geophysical Equipment – Seismic Refraction & Multi-channel Analysis of Surface Waves	\$500/day
♦ Slope Inclinometer Equipment	\$725/visit

Travel and Accommodation charges are as follows:

♦ Charges are identified under disbursements	As incurred
♦ All travel via common carrier at coach class rates	As incurred
♦ Lodging costs for each full day (unless per diem rate is negotiated)	As incurred
♦ Meal allowance for each full day (unless per diem rate is negotiated)	As incurred
♦ Mileage (unless monthly rate is negotiated)	Federal Rate

If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost

January 2021
Rate Schedule Supplement



FY 2021 Laboratory Rate Schedule

Test

Absorption, Coarse Agg (ASTM C-127)	\$39.00
Absorption, Fine Agg (ASTM C-128)	\$70.00
Atterberg Limits - PI only (ASTM D4318-Dry)	\$225.00
Cal Impact (CTM-216)	\$265.00
Check Point	\$100.00
Compaction Curve – 4 inch mold (ASTM D698 or D1557)	\$250.00
Compaction Curve – 6 inch mold (ASTM D698 or D1557)	\$250.00
Aggregate Fractured Faces (ASTM D5821)	\$110.00
Direct Shear, 3 point, includes remolding (ASTM D3080)	\$400.00
Durability Index (ASTM D3744, CTM-229)	\$159.00
Hydrometer, including sieve (ASTM D422, C136, C117, and CTM-202)	\$210.00
Hydrometer, without sieve (ASTM D422)	\$180.00
Moisture Content (ASTM D2937, D4843)	\$25.00
Moisture Content and Unit Weight (ASTM D2216, D2937, D4843)	\$50.00
Organic Impurities, Fine Agg. (ASTM C-40)	\$75.00
Sand Equivalent (CTM-217)	\$110.00
Sieve Analysis Including Wash (ASTM C136, C117, and CTM-202)	\$130.00
Sieve Analysis Wash Only (Passing #200 Sieve) (ASTM C117, and CTM-202)	\$90.00
Specific Gravity, Coarse Agg. (ASTM C-127)	\$75.00
Specific Gravity, Fine Agg (ASTM C-128, and ASTM D-854)	\$85.00
Specific Gravity, Asphalt (ASTM D2726 and D3549)	\$100.00
Specific Gravity, Soils (ASTM D854)	\$100.00
TDA Compaction (ASTM D6270)	\$300.00
TDA Sieve analysis (ASTM D6270)	\$385.00
Unconfined Compressive Strength – Concrete Cylinder (ASTM C39)	\$30.00
Unconfined Compressive Strength – Cores (ASTM C42)	\$162.00
Unconfined Compressive Strength – Grout or Mortar (ASTM C579, C1019, C780)	\$30.00
Unconfined Compressive Strength – Gunit or Shotcrete (ACI 301)	\$162.00
Unconfined Compressive Strength – Masonry Block (ASTM C140)	\$151.00
Unconfined Compressive Strength – Rock (ASTM D238)	\$112.00

GHD rates are subject to change

September 24, 2019
Laboratory Rate Schedule

The rates set forth above are valid from June 2021 Consultant may revise its fee schedule periodically, up to 4% per year, but not more often than once annually, and

must notify the Agency of any such revisions and the effective date thereof, which shall not be less than 30 days after receipt of notice by the Agency of any such revisions..

Agency will not pay for standard overhead expenses including but not limited to accounting personnel or administrative assistant hourly charges.

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

(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.



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Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Wilson Utility Construction Company, Inc. – Five Year Multi-Task General Services Agreement for transmission and distribution line 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>J.L.</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 21-61 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Wilson Utility Construction Company, Inc. for transmission and distribution line 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:

Transmission and distribution line 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. Wilson Utility Construction Company, Inc. was previously the low bidder on a single-task agreement (GSA) for Hydro's 230kv Transmission Line Insulator Replacement Project. Their management team and crew members were competent and reliable. NCPA desires to enter into this new multi-task agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects or should the Agency have need of Wilson's services in an emergency situation. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. As this is a very specialized skillset, NCPA has only two agreements in place for similar services with Western Area Power Administration (WAPA) and an Operations and Maintenance Agreement with Pacific, Gas and Electric (PG&E).

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On June 2, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On June 7, 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 21-61
- Multi-Task General Services Agreement with Wilson Utility Construction Company, Inc.

RESOLUTION 21-61

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH WILSON UTILITY CONSTRUCTION COMPANY, INC.

(reference Staff Report #177:21)

WHEREAS, transmission and distribution line 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, Wilson Utility Construction Company, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Wilson Utility Construction Company, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 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
WILSON UTILITY CONSTRUCTION COMPANY, 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 Wilson Utility Construction Company, Inc., a corporation with its office located at 1190 NW 3rd Avenue, Canby, OR 97013 ("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) 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.

4.2.4 Aircraft Liability Insurance. Contractor shall maintain aircraft liability insurance, covering both owned and non-owned aircraft, in connection with performance of work under this Agreement in an amount for combined single limit for bodily injury, property damage and passengers of not less than Five Million Dollars (\$5,000,000.00).

4.3 Professional Liability Insurance. Intentionally Omitted.

4.4 Pollution Insurance. Intentionally Omitted.

4.5 All Policies Requirements.

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

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

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

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

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

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would

otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency which shall not be unreasonably withheld. 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 which shall not be unreasonably withheld. 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 occurring on site 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:

Donald M. Wilson, President
Wilson Utility Construction Company
1190 NW 3rd Avenue
Canby, OR 97013

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

WILSON UTILITY CONSTRUCTION CO

Date_____

Date_____

RANDY S. HOWARD, General Manager

DEBBIE L. GREEN, Comptroller

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Wilson Utility Construction Company, Inc. ("Contractor") as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members, shall perform the following routine, recurring, and usual maintenance services including, without limitation:

- Transmission and distribution line maintenance
- Transmission and distribution line inspections;
- Helicopter and aerial lift access for transmission and distribution facilities,
- Substation and switchyard maintenance; and
- Other maintenance as required.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- See price breakdown in attached Wilson Exhibit B document.

Contractor may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

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

EXHIBIT 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)



Exhibit B

NCPA Master Service Agreement

Labor Rates

CLASSIFICATIONS:	STRAIGHT TIME	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$ 166.11	\$ 228.88	\$ 291.65
CABLE SPLICER FOREMAN	\$ 154.90	\$ 212.41	\$ 269.92
FOREMAN	\$ 154.90	\$ 212.41	\$ 269.92
JOURNEY LINEMAN	\$ 143.82	\$ 196.13	\$ 248.44
LINE EQUIPMENT MAN	\$ 141.55	\$ 193.11	\$ 241.22
GROUNDMAN	\$ 101.96	\$ 133.91	\$ 165.86
SUBSTATION FOREMAN	\$ 154.90	\$ 212.41	\$ 269.92
SUBSTATION TECNICIAN	\$ 143.82	\$ 196.13	\$ 248.44
SUBSTATION TECNICIAN 1ST YR	\$ 96.01	\$ 127.40	\$ 158.78
SUBSTATION TECNICIAN 2ND YR	\$ 113.94	\$ 153.18	\$ 192.41
SUBSTATION TECNICIAN 3RD YR	\$ 131.87	\$ 178.95	\$ 226.03
APPRENTICE LINEMAN 7TH STEP	\$ 132.23	\$ 179.31	\$ 226.39
APPRENTICE LINEMAN 6TH STEP	\$ 127.00	\$ 171.46	\$ 215.93
APPRENTICE LINEMAN 5TH STEP	\$ 121.76	\$ 163.61	\$ 205.46
APPRENTICE LINEMAN 4TH STEP	\$ 116.53	\$ 155.77	\$ 195.00
APPRENTICE LINEMAN 3RD STEP	\$ 111.30	\$ 147.92	\$ 184.53
APPRENTICE LINEMAN 2ND STEP	\$ 106.07	\$ 140.07	\$ 174.07
APPRENTICE LINEMAN 1ST STEP	\$ 100.83	\$ 132.22	\$ 163.60
Non Bargaining Admin Assistant	\$ 46.28	\$ 63.66	\$ 81.04

*Rates Current through May 2022



Wilson Utility Construction Co.					
2021 Equipment Rate Schedule					
California					
EQUIPMENT	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Standby Hourly Rate
Backhoe(s)					
Backhoe - 2X4	\$ 31.64	\$ 253.15	\$ 1,265.77	\$ 3,797.30	\$ 25.32
Backhoe - 4X4	\$ 35.59	\$ 284.68	\$ 1,423.42	\$ 4,270.27	\$ 28.47
Backhoe - Auger Acc	\$ 15.17	\$ 121.35	\$ 606.76	\$ 1,820.27	\$ 12.14
Backhoe - Compactor Acc	\$ 17.17	\$ 137.39	\$ 686.94	\$ 2,060.81	\$ 13.74
Backhoe - Rock Hammer Acc	\$ 20.83	\$ 166.67	\$ 833.33	\$ 2,500.00	\$ 16.67
Bucket(s)					
Bucket - 105-110' MH 6x6	\$ 128.83	\$ 1,030.63	\$ 5,153.15	\$ 15,459.46	\$ 103.06
Bucket - 125' Insulated Aerial	\$ 181.17	\$ 1,449.37	\$ 7,246.85	\$ 21,740.54	\$ 144.94
Bucket - 125-150'	\$ 196.40	\$ 1,571.17	\$ 7,855.86	\$ 23,567.57	\$ 157.12
Bucket - 35 - 45' Non-MH 4X4	\$ 42.34	\$ 338.74	\$ 1,693.69	\$ 5,081.08	\$ 33.87
Bucket - 55-60' Insulated Aerial (Tracked)	\$ 122.02	\$ 976.13	\$ 4,880.63	\$ 14,641.89	\$ 97.61
Bucket - 55-60' MH	\$ 50.23	\$ 401.80	\$ 2,009.01	\$ 6,027.03	\$ 40.18
Bucket - 55-60' MH 4X4	\$ 61.49	\$ 491.89	\$ 2,459.46	\$ 7,378.38	\$ 49.19
Bucket - 65-70' 6X6	\$ 91.89	\$ 735.14	\$ 3,675.68	\$ 11,027.03	\$ 73.51
Bucket - 70-82' MH	\$ 82.88	\$ 663.06	\$ 3,315.32	\$ 9,945.95	\$ 66.31
Bucket - 75-80' Insulated Aerial (Tracked)	\$ 174.10	\$ 1,392.79	\$ 6,963.96	\$ 20,891.89	\$ 139.28
Bucket - 75-82' MH	\$ 82.88	\$ 663.06	\$ 3,315.32	\$ 9,945.95	\$ 66.31
Bucket - 75-82' MH 6X6	\$ 91.33	\$ 730.63	\$ 3,653.15	\$ 10,959.46	\$ 73.06
Bucket - 90-100' MH	\$ 105.74	\$ 845.95	\$ 4,229.73	\$ 12,689.19	\$ 84.59
Bucket - 90-100' MH 6X6	\$ 128.83	\$ 1,030.63	\$ 5,153.15	\$ 15,459.46	\$ 103.06
Bucket - 90-100' Non-MH	\$ 106.31	\$ 850.45	\$ 4,252.25	\$ 12,756.76	\$ 85.05
Cat(s)					
Cat - Sagging	\$ 112.16	\$ 897.30	\$ 4,486.49	\$ 13,459.46	\$ 89.73
Cat - Sagging-Triple Winch 60K	\$ 179.73	\$ 1,437.84	\$ 7,189.19	\$ 21,567.57	\$ 143.78
Cat - Snub	\$ 84.01	\$ 672.07	\$ 3,360.36	\$ 10,081.08	\$ 67.21
Cat - Tracked Semi	\$ 106.31	\$ 850.45	\$ 4,252.25	\$ 12,756.76	\$ 85.05
Crane(s)					
Crane - 100 - 120 Ton RT	\$ 235.81	\$ 1,886.49	\$ 9,432.43	\$ 28,297.30	\$ 188.65
Crane - 130 Ton RT	\$ 300.00	\$ 2,400.00	\$ 12,000.00	\$ 36,000.00	\$ 240.00
Crane - 15 Ton	\$ 53.60	\$ 428.83	\$ 2,144.14	\$ 6,432.43	\$ 42.88
Crane - 150 Ton RT	\$ 325.90	\$ 2,607.21	\$ 13,036.04	\$ 39,108.11	\$ 260.72
Crane - 17 Ton	\$ 61.49	\$ 491.89	\$ 2,459.46	\$ 7,378.38	\$ 49.19
Crane - 25 Ton RT	\$ 55.86	\$ 446.85	\$ 2,234.23	\$ 6,702.70	\$ 44.68
Crane - 28-30 Ton	\$ 87.39	\$ 699.10	\$ 3,495.50	\$ 10,486.49	\$ 69.91
Crane - 33-38 Ton	\$ 96.40	\$ 771.17	\$ 3,855.86	\$ 11,567.57	\$ 77.12
Crane - 33-38 Ton 6X6	\$ 100.90	\$ 807.21	\$ 4,036.04	\$ 12,108.11	\$ 80.72
Crane - 35-50 Ton RT	\$ 111.94	\$ 895.50	\$ 4,477.48	\$ 13,432.43	\$ 89.55
Crane - 40-50 Ton	\$ 140.09	\$ 1,120.72	\$ 5,603.60	\$ 16,810.81	\$ 112.07
Crane - 65 Ton RT	\$ 128.83	\$ 1,030.63	\$ 5,153.15	\$ 15,459.46	\$ 103.06
Crane - 75 Ton RT	\$ 158.11	\$ 1,264.86	\$ 6,324.32	\$ 18,972.97	\$ 126.49
Crane - 90 Ton RT	\$ 193.02	\$ 1,544.14	\$ 7,720.72	\$ 23,162.16	\$ 154.41
Digger(s)					
Digger - 100 - 120'	\$ -	\$ -	\$ -	\$ -	\$ -
Digger - 45-47'	\$ 47.97	\$ 383.78	\$ 1,918.92	\$ 5,756.76	\$ 38.38
Digger - 45-47' 4X4	\$ 58.11	\$ 464.86	\$ 2,324.32	\$ 6,972.97	\$ 46.49
Digger - 45-47' 6X6	\$ 64.86	\$ 518.92	\$ 2,594.59	\$ 7,783.78	\$ 51.89
Digger - 45-47' Tracked	\$ 117.79	\$ 942.34	\$ 4,711.71	\$ 14,135.14	\$ 94.23
Digger - 50-55'	\$ 61.49	\$ 491.89	\$ 2,459.46	\$ 7,378.38	\$ 49.19
Digger - 50-55' 6X6	\$ 72.75	\$ 581.98	\$ 2,909.91	\$ 8,729.73	\$ 58.20
Digger - 60' Tracked	\$ 182.88	\$ 1,463.06	\$ 7,315.32	\$ 21,945.95	\$ 146.31
Digger - 60-65'	\$ 70.27	\$ 562.16	\$ 2,810.81	\$ 8,432.43	\$ 56.22
Digger - 60-65' 6X6	\$ 89.41	\$ 715.32	\$ 3,576.58	\$ 10,729.73	\$ 71.53
Digger - 65-80' 6X6	\$ 110.25	\$ 881.98	\$ 4,409.91	\$ 13,229.73	\$ 88.20
Digger - 65-80' Tracked	\$ 224.54	\$ 1,796.31	\$ 8,981.53	\$ 26,944.59	\$ 179.63
Digger - Backyard	\$ 55.86	\$ 446.85	\$ 2,234.23	\$ 6,702.70	\$ 44.68
Excavator(s)					
Excavator - 25,000-43,000 LBS	\$ 75.45	\$ 603.60	\$ 3,018.02	\$ 9,054.05	\$ 60.36

NOTE: EQUIPMENT RATES ARE SUBJECT TO ANNUAL 2% INCREASE.

*EQUIPMENT RATE REVISIONS WILL TAKE PLACE DURING LABOR RATE INCREASES.

EQUIPMENT	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Standby Hourly Rate
Excavator - 43,000-50,000 LBS	\$ 125.87	\$ 1,006.94	\$ 5,034.68	\$ 15,104.05	\$ 100.69
Excavator - 70,000-90,000 LBS	\$ 150.45	\$ 1,203.60	\$ 6,018.02	\$ 18,054.05	\$ 120.36
Excavator - Breaker Attachment - 25,000-43,000 LBS	\$ 55.18	\$ 441.44	\$ 2,207.21	\$ 6,621.62	\$ 44.14
Excavator - Breaker Attachment - 43,000-50,000 LBS	\$ 66.44	\$ 531.53	\$ 2,657.66	\$ 7,972.97	\$ 53.15
Excavator - Breaker Attachment - 70,000-90,000 LBS	\$ 110.36	\$ 882.88	\$ 4,414.41	\$ 13,243.24	\$ 88.29
Excavator - Compactor Attachment - 25,000-43,000 LBS	\$ 18.02	\$ 144.14	\$ 720.72	\$ 2,162.16	\$ 14.41
Excavator - Compactor Attachment - 43,000-50,000 LBS	\$ 22.52	\$ 180.18	\$ 900.90	\$ 2,702.70	\$ 18.02
Excavator - Compactor Attachment - 70,000-90,000 LBS	\$ 28.15	\$ 225.23	\$ 1,126.13	\$ 3,378.38	\$ 22.52
Excavator - Mini	\$ 27.70	\$ 221.62	\$ 1,108.11	\$ 3,324.32	\$ 22.16
Excavator - Mini - 10,000-14,000 LBS	\$ 35.02	\$ 280.18	\$ 1,400.90	\$ 4,202.70	\$ 28.02
Forklift(s)					
Forklift - 10-12K Industrial	\$ 22.97	\$ 183.78	\$ 918.92	\$ 2,756.76	\$ 18.38
Forklift - 10K Reach	\$ 38.74	\$ 309.91	\$ 1,549.55	\$ 4,648.65	\$ 30.99
Forklift - 12K Reach	\$ 47.75	\$ 381.98	\$ 1,909.91	\$ 5,729.73	\$ 38.20
Forklift - 14-15' Reach	\$ 75.90	\$ 607.21	\$ 3,036.04	\$ 9,108.11	\$ 60.72
Forklift - 45K Industrial	\$ 59.01	\$ 472.07	\$ 2,360.36	\$ 7,081.08	\$ 47.21
Forklift - 5K Industrial	\$ 13.96	\$ 111.71	\$ 558.56	\$ 1,675.68	\$ 11.17
Forklift - 5K Reach	\$ 24.10	\$ 192.79	\$ 963.96	\$ 2,891.89	\$ 19.28
Forklift - 6K Reach	\$ 25.23	\$ 201.80	\$ 1,009.01	\$ 3,027.03	\$ 20.18
Forklift - 8-9K Reach	\$ 29.73	\$ 237.84	\$ 1,189.19	\$ 3,567.57	\$ 23.78
Forklift - Warehouse	\$ 20.72	\$ 165.77	\$ 828.83	\$ 2,486.49	\$ 16.58
Framer(s)					
Framer - Crew Cab Winch	\$ 38.63	\$ 309.01	\$ 1,545.05	\$ 4,635.14	\$ 30.90
Framer - Light Duty	\$ 27.93	\$ 223.42	\$ 1,117.12	\$ 3,351.35	\$ 22.34
Framer - Reg Cab Winch	\$ 32.43	\$ 259.46	\$ 1,297.30	\$ 3,891.89	\$ 25.95
Framer - Std	\$ 25.68	\$ 205.41	\$ 1,027.03	\$ 3,081.08	\$ 20.54
Generator(s)					
Generator - 20-24Kw	\$ 27.48	\$ 219.82	\$ 1,099.10	\$ 3,297.30	\$ 21.98
Generator - 50-59Kw	\$ 47.30	\$ 378.38	\$ 1,891.89	\$ 5,675.68	\$ 37.84
Generator - 70-84 KVA	\$ 25.51	\$ 204.05	\$ 1,020.27	\$ 3,060.81	\$ 20.41
Generator - 85-89 KVA	\$ 30.07	\$ 240.54	\$ 1,202.70	\$ 3,608.11	\$ 24.05
Jobshack(s)					
Jobshack - 16'	\$ 1.46	\$ 11.71	\$ 58.56	\$ 175.68	\$ 1.17
Jobshack - 20-24'	\$ 1.80	\$ 14.41	\$ 72.07	\$ 216.22	\$ 1.44
Jobshack - Modular Office	\$ 2.82	\$ 22.52	\$ 112.61	\$ 337.84	\$ 2.25
Large(s)					
Large - SUV	\$ -	\$ -	\$ -	\$ -	\$ -
Loader(s)					
Loader - 4-5Yd	\$ 91.89	\$ 735.14	\$ 3,675.68	\$ 11,027.03	\$ 73.51
Loader - 5-6Yd	\$ 121.36	\$ 970.90	\$ 4,854.50	\$ 14,563.51	\$ 97.09
Manlift(s)					
Manlift - Boom 120-125'	\$ 89.86	\$ 718.92	\$ 3,594.59	\$ 10,783.78	\$ 71.89
Manlift - Boom 135'	\$ 101.13	\$ 809.01	\$ 4,045.05	\$ 12,135.14	\$ 80.90
Manlift - Boom 40 - 50'	\$ 25.68	\$ 205.41	\$ 1,027.03	\$ 3,081.08	\$ 20.54
Manlift - Boom 60 - 64'	\$ 30.74	\$ 245.95	\$ 1,229.73	\$ 3,689.19	\$ 24.59
Manlift - Boom 65-70'	\$ 31.48	\$ 251.80	\$ 1,259.01	\$ 3,777.03	\$ 25.18
Manlift - Boom 75-85'	\$ 57.43	\$ 459.46	\$ 2,297.30	\$ 6,891.89	\$ 45.95
Manlift - Boom 90 - 115'	\$ 57.43	\$ 459.46	\$ 2,297.30	\$ 6,891.89	\$ 45.95
Manlift - Scissor Lift - 20-25'	\$ 10.47	\$ 83.78	\$ 418.92	\$ 1,256.76	\$ 8.38
Misc(s)					
Misc - 12' Horizontal Cable Guide	\$ 2.25	\$ 18.02	\$ 90.09	\$ 270.27	\$ 1.80
Misc - 12' Vertical Cable Guide	\$ 2.25	\$ 18.02	\$ 90.09	\$ 270.27	\$ 1.80
Misc - 20Wx32Lx15T Maintenance Tent	\$ 1.13	\$ 9.01	\$ 45.05	\$ 135.14	\$ 0.90
Misc - 6' Horizontal Cable Guide	\$ 2.03	\$ 16.22	\$ 81.08	\$ 243.24	\$ 1.62
Misc - Accessory	\$ -	\$ -	\$ -	\$ -	\$ -
Misc - Airplane Toter	\$ -	\$ -	\$ -	\$ -	\$ -
Misc - Auger - 48 in.	\$ 8.45	\$ 67.57	\$ 337.84	\$ 1,013.51	\$ 6.76
Misc - Auger - 72 in.	\$ 13.51	\$ 108.11	\$ 540.54	\$ 1,621.62	\$ 10.81
Misc - Breakaway Reel	\$ 7.88	\$ 63.06	\$ 315.32	\$ 945.95	\$ 6.31
Misc - Buyers Salt Dogg 2500 Spreader	\$ 13.51	\$ 108.11	\$ 540.54	\$ 1,621.62	\$ 10.81
Misc - Cement Mixer	\$ 9.83	\$ 78.65	\$ 393.24	\$ 1,179.73	\$ 7.86
Misc - Compressor-185Cfm	\$ 17.57	\$ 140.54	\$ 702.70	\$ 2,108.11	\$ 14.05
Misc - Hydraulic Power Pack	\$ 2.03	\$ 16.22	\$ 81.08	\$ 243.24	\$ 1.62
Misc - Hydraulic Pump For Grand Coull	\$ 3.94	\$ 31.53	\$ 157.66	\$ 472.97	\$ 3.15

NOTE: EQUIPMENT RATES ARE SUBJECT TO ANNUAL 2% INCREASE.

*EQUIPMENT RATE REVISIONS WILL TAKE PLACE DURING LABOR RATE INCREASES.

EQUIPMENT	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Standby Hourly Rate
Misc - Hydroseeder	\$ 18.02	\$ 144.14	\$ 720.72	\$ 2,162.16	\$ 14.41
Misc - Light Plant	\$ 16.86	\$ 134.86	\$ 674.32	\$ 2,022.97	\$ 13.49
Misc - Loading Dock	\$ 7.43	\$ 59.46	\$ 297.30	\$ 891.89	\$ 5.95
Misc - Paco Hydraulic Power Unit	\$ 4.73	\$ 37.84	\$ 189.19	\$ 567.57	\$ 3.78
Misc - Personnel Platform	\$ 14.75	\$ 118.02	\$ 590.09	\$ 1,770.27	\$ 11.80
Misc - Reel Adapter	\$ 1.88	\$ 15.01	\$ 75.07	\$ 225.22	\$ 1.50
Misc - Reel Stand	\$ 20.27	\$ 162.16	\$ 810.81	\$ 2,432.43	\$ 16.22
Misc - Reel Stand - Under-Roller 134k	\$ 61.94	\$ 495.50	\$ 2,477.48	\$ 7,432.43	\$ 49.55
Misc - Reel Stand - Under-Roller 40k	\$ 61.94	\$ 495.50	\$ 2,477.48	\$ 7,432.43	\$ 49.55
Misc - Reel Winder W/15K Rope	\$ 89.86	\$ 718.92	\$ 3,594.59	\$ 10,783.78	\$ 71.89
Misc - Rewind Reel	\$ 15.59	\$ 124.68	\$ 623.42	\$ 1,870.27	\$ 12.47
Misc - Rope Reel w/ 22,000' of 1 in. Rope	\$ 61.94	\$ 495.50	\$ 2,477.48	\$ 7,432.43	\$ 49.55
Misc - Rope Reel w/ 40,000' of 1/2 in. Rope	\$ 50.68	\$ 405.41	\$ 2,027.03	\$ 6,081.08	\$ 40.54
Misc - Sagging Winches	\$ 28.15	\$ 225.23	\$ 1,126.13	\$ 3,378.38	\$ 22.52
Misc - Sf6 Gas Reclaimer	\$ 28.15	\$ 225.23	\$ 1,126.13	\$ 3,378.38	\$ 22.52
Misc - Skid Steer Winch	\$ 11.26	\$ 90.09	\$ 450.45	\$ 1,351.35	\$ 9.01
Misc - Spacer Cart	\$ 30.86	\$ 246.85	\$ 1,234.23	\$ 3,702.70	\$ 24.68
Misc - Straw Mulcher	\$ 9.35	\$ 74.77	\$ 373.87	\$ 1,121.62	\$ 7.48
Misc - Transmission Tower Pole Press	\$ 22.52	\$ 180.18	\$ 900.90	\$ 2,702.70	\$ 18.02
Misc - U/G	\$ 2.03	\$ 16.22	\$ 81.08	\$ 243.24	\$ 1.62
Misc - Water Wagon Skid	\$ 5.63	\$ 45.05	\$ 225.23	\$ 675.68	\$ 4.50
Misc - Welder	\$ 8.22	\$ 65.77	\$ 328.83	\$ 986.49	\$ 6.58
Misc - Winch	\$ 30.86	\$ 246.85	\$ 1,234.23	\$ 3,702.70	\$ 24.68

Pickup(s)

Pickup - 1 Ton	\$ 26.01	\$ 208.11	\$ 1,040.54	\$ 3,121.62	\$ 20.81
Pickup - 1/2 Ton	\$ 21.51	\$ 172.07	\$ 860.36	\$ 2,581.08	\$ 17.21
Pickup - 3/4 Ton	\$ 24.32	\$ 194.59	\$ 972.97	\$ 2,918.92	\$ 19.46
Pickup - Light	\$ 19.26	\$ 154.05	\$ 770.27	\$ 2,310.81	\$ 15.41
Pickup - Service Body	\$ 28.83	\$ 230.63	\$ 1,153.15	\$ 3,459.46	\$ 23.06
Pickup - Tow Behind	\$ 13.85	\$ 110.81	\$ 554.05	\$ 1,662.16	\$ 11.08

Pressure Digger(s)

Pressure Digger - 100K	\$ 331.53	\$ 2,652.25	\$ 13,261.26	\$ 39,783.78	\$ 265.23
Pressure Digger - 40K	\$ 168.24	\$ 1,345.95	\$ 6,729.73	\$ 20,189.19	\$ 134.59
Pressure Digger - 60K	\$ 286.49	\$ 2,291.89	\$ 11,459.46	\$ 34,378.38	\$ 229.19
Pressure Digger - Bay Shore TR-40	\$ 190.33	\$ 1,522.61	\$ 7,613.06	\$ 22,839.19	\$ 152.26
Pressure Digger - Lo-Drill (Tracked)	\$ 227.36	\$ 1,818.92	\$ 9,094.59	\$ 27,283.78	\$ 181.89

Puller(s)

Puller - 1 Drum 10K	\$ 165.44	\$ 1,323.51	\$ 6,617.57	\$ 19,852.70	\$ 132.35
Puller - 1 Drum 10K 6X6 Mtd	\$ 208.11	\$ 1,664.86	\$ 8,324.32	\$ 24,972.97	\$ 166.49
Puller - 1 Drum 20K	\$ 214.83	\$ 1,718.65	\$ 8,593.24	\$ 25,779.73	\$ 171.86
Puller - 1 Drum 30-40K	\$ 292.34	\$ 2,338.74	\$ 11,693.69	\$ 35,081.08	\$ 233.87
Puller - 1 Drum 3K	\$ 39.19	\$ 313.51	\$ 1,567.57	\$ 4,702.70	\$ 31.35
Puller - 1 Drum 4K	\$ 50.45	\$ 403.60	\$ 2,018.02	\$ 6,054.05	\$ 40.36
Puller - 1 Drum 50-75K	\$ 404.95	\$ 3,239.64	\$ 16,198.20	\$ 48,594.59	\$ 323.96
Puller - 1 Drum 6K	\$ 67.34	\$ 538.74	\$ 2,693.69	\$ 8,081.08	\$ 53.87
Puller - 1 Drum Modular 20k	\$ 78.60	\$ 628.83	\$ 3,144.14	\$ 9,432.43	\$ 62.88
Puller - 3 Drum 15K	\$ 174.32	\$ 1,394.59	\$ 6,972.97	\$ 20,918.92	\$ 139.46
Puller - 3 Drum 6K	\$ 163.06	\$ 1,304.50	\$ 6,522.52	\$ 19,567.57	\$ 130.45
Puller - 4 Drum 2K	\$ 56.08	\$ 448.65	\$ 2,243.24	\$ 6,729.73	\$ 44.86
Puller - 4 Drum 3.5K	\$ 89.86	\$ 718.92	\$ 3,594.59	\$ 10,783.78	\$ 71.89
Puller - 4 Drum 3K	\$ 61.71	\$ 493.69	\$ 2,468.47	\$ 7,405.41	\$ 49.37
Puller - 4 Drum 4-5K	\$ 106.76	\$ 854.05	\$ 4,270.27	\$ 12,810.81	\$ 85.41
Puller - 4 Drum 5K	\$ 151.80	\$ 1,214.41	\$ 6,072.07	\$ 18,216.22	\$ 121.44
Puller - 4 Drum 5K 6X6	\$ 174.32	\$ 1,394.59	\$ 6,972.97	\$ 20,918.92	\$ 139.46
Puller - 5 Drum 3.5K	\$ 78.60	\$ 628.83	\$ 3,144.14	\$ 9,432.43	\$ 62.88
Puller - Underground	\$ 52.70	\$ 421.62	\$ 2,108.11	\$ 6,324.32	\$ 42.16
Puller - Underground 20k	\$ 61.71	\$ 493.69	\$ 2,468.47	\$ 7,405.41	\$ 49.37
Puller - Underground 20K (Hogg Davis)	\$ 74.10	\$ 592.79	\$ 2,963.96	\$ 8,891.89	\$ 59.28
Puller - Underground 40K	\$ 85.14	\$ 681.08	\$ 3,405.41	\$ 10,216.22	\$ 68.11
Puller - Underground 75K	\$ 236.04	\$ 1,888.29	\$ 9,441.44	\$ 28,324.32	\$ 188.83
Puller - Underground 7K	\$ 67.34	\$ 538.74	\$ 2,693.69	\$ 8,081.08	\$ 53.87
Puller - V-Groove 10K	\$ 118.02	\$ 944.14	\$ 4,720.72	\$ 14,162.16	\$ 94.41
Puller - V-Groove 6K	\$ 89.86	\$ 718.92	\$ 3,594.59	\$ 10,783.78	\$ 71.89

Puller/Tensioner(s)

NOTE: EQUIPMENT RATES ARE SUBJECT TO ANNUAL 2% INCREASE.

*EQUIPMENT RATE REVISIONS WILL TAKE PLACE DURING LABOR RATE INCREASES.

EQUIPMENT	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Standby Hourly Rate
Puller/Tensioner - 3K	\$ 35.74	\$ 285.95	\$ 1,429.73	\$ 4,289.19	\$ 28.59
Roller(s)					
Roller - 1 Ton	\$ 20.05	\$ 160.36	\$ 801.80	\$ 2,405.41	\$ 16.04
Sweeper(s)					
Sweeper - Ride On	\$ 22.30	\$ 178.38	\$ 891.89	\$ 2,675.68	\$ 17.84
Sweeper - Ride On Warehouse	\$ 3.38	\$ 27.03	\$ 135.14	\$ 405.41	\$ 2.70
Sweeper - Street	\$ 58.78	\$ 470.27	\$ 2,351.35	\$ 7,054.05	\$ 47.03
Sweeper - Walk Behind	\$ 3.04	\$ 24.32	\$ 121.62	\$ 364.86	\$ 2.43
Tensioner(s)					
Tensioner - 104 in. 3 Bundle 30K	\$ 326.13	\$ 2,609.01	\$ 13,045.05	\$ 39,135.14	\$ 260.90
Tensioner - 20K	\$ 72.97	\$ 583.78	\$ 2,918.92	\$ 8,756.76	\$ 58.38
Tensioner - 24-28 in. W/Reel Carrier Trailer Mtd	\$ 27.93	\$ 223.42	\$ 1,117.12	\$ 3,351.35	\$ 22.34
Tensioner - 38 in. W/Reel Carrier	\$ 39.19	\$ 313.51	\$ 1,567.57	\$ 4,702.70	\$ 31.35
Tensioner - 42 in. W/Reel Carrier	\$ 42.57	\$ 340.54	\$ 1,702.70	\$ 5,108.11	\$ 34.05
Tensioner - 48 in. Bundle 6K	\$ 34.68	\$ 277.48	\$ 1,387.39	\$ 4,162.16	\$ 27.75
Tensioner - 52 in. W/Reel Carrier	\$ 42.57	\$ 340.54	\$ 1,702.70	\$ 5,108.11	\$ 34.05
Tensioner - 52 in. W/Reel Carrier 6X6 Mtd	\$ 78.60	\$ 628.83	\$ 3,144.14	\$ 9,432.43	\$ 62.88
Tensioner - 52 in. W/Reel Carrier Tri-Drive	\$ 78.60	\$ 628.83	\$ 3,144.14	\$ 9,432.43	\$ 62.88
Tensioner - 60 in. 15K Modular	\$ 61.71	\$ 493.69	\$ 2,468.47	\$ 7,405.41	\$ 49.37
Tensioner - 60 in. 3 Bundle 10K	\$ 230.63	\$ 1,845.05	\$ 9,225.23	\$ 27,675.68	\$ 184.50
Tensioner - 60 in. Fiber	\$ 57.21	\$ 457.66	\$ 2,288.29	\$ 6,864.86	\$ 45.77
Tensioner - 60 in. Single 10K	\$ 61.71	\$ 493.69	\$ 2,468.47	\$ 7,405.41	\$ 49.37
Tensioner - 60 in. Single 15K	\$ 61.71	\$ 493.69	\$ 2,468.47	\$ 7,405.41	\$ 49.37
Tensioner - 72 in. 2 Bundle 10k	\$ 200.99	\$ 1,607.93	\$ 8,039.64	\$ 24,118.92	\$ 160.79
Tensioner - 72 in. 3 Bundle 10K	\$ 236.26	\$ 1,890.09	\$ 9,450.45	\$ 28,351.35	\$ 189.01
Tensioner - 72 in. Single 10K	\$ 78.60	\$ 628.83	\$ 3,144.14	\$ 9,432.43	\$ 62.88
Tool(s)					
Tool - Trailer 16-20'	\$ 4.50	\$ 36.04	\$ 180.18	\$ 540.54	\$ 3.60
Tool - Trailer 16-20' w/Tools	\$ 28.15	\$ 225.23	\$ 1,126.13	\$ 3,378.38	\$ 22.52
Tool - Trailer 40-48'	\$ 5.63	\$ 45.05	\$ 225.23	\$ 675.68	\$ 4.50
Tool - Van/Conex 20'	\$ 1.46	\$ 11.71	\$ 58.56	\$ 175.68	\$ 1.17
Tool - Van/Conex 40'	\$ 1.69	\$ 13.51	\$ 67.57	\$ 202.70	\$ 1.35
Tool - Van/Conex 8-10'	\$ 1.13	\$ 9.01	\$ 45.05	\$ 135.14	\$ 0.90
Tractor(s)					
Tractor - Ag	\$ 112.39	\$ 899.10	\$ 4,495.50	\$ 13,486.49	\$ 89.91
Tractor - Skid Steer Rubber Tired	\$ 24.32	\$ 194.59	\$ 972.97	\$ 2,918.92	\$ 19.46
Tractor - Skid Steer Tracked	\$ 38.96	\$ 311.71	\$ 1,558.56	\$ 4,675.68	\$ 31.17
Trailer(s)					
Trailer - 30 Ton	\$ 10.14	\$ 81.08	\$ 405.41	\$ 1,216.22	\$ 8.11
Trailer - 7-9 Ton	\$ 5.07	\$ 40.54	\$ 202.70	\$ 608.11	\$ 4.05
Trailer - 9-10 Ton	\$ 6.19	\$ 49.55	\$ 247.75	\$ 743.24	\$ 4.95
Trailer - Cargo	\$ 9.01	\$ 72.07	\$ 360.36	\$ 1,081.08	\$ 7.21
Trailer - Delineator	\$ 8.45	\$ 67.57	\$ 337.84	\$ 1,013.51	\$ 6.76
Trailer - Dump	\$ 10.14	\$ 81.08	\$ 405.41	\$ 1,216.22	\$ 8.11
Trailer - Flatbed 20-35'	\$ 4.50	\$ 36.04	\$ 180.18	\$ 540.54	\$ 3.60
Trailer - Flatbed 40-48'	\$ 6.19	\$ 49.55	\$ 247.75	\$ 743.24	\$ 4.95
Trailer - Flatbed 48-70' Ext	\$ 22.52	\$ 180.18	\$ 900.90	\$ 2,702.70	\$ 18.02
Trailer - FlatBed 53'	\$ 7.32	\$ 58.56	\$ 292.79	\$ 878.38	\$ 5.86
Trailer - Fuel	\$ 6.19	\$ 49.55	\$ 247.75	\$ 743.24	\$ 4.95
Trailer - Gooseneck 10 Ton	\$ 5.63	\$ 45.05	\$ 225.23	\$ 675.68	\$ 4.50
Trailer - Lowbed 35-40 Ton	\$ 43.92	\$ 351.35	\$ 1,756.76	\$ 5,270.27	\$ 35.14
Trailer - Misc	\$ 2.25	\$ 18.02	\$ 90.09	\$ 270.27	\$ 1.80
Trailer - Pole	\$ 11.26	\$ 90.09	\$ 450.45	\$ 1,351.35	\$ 9.01
Trailer - Pole Cargo	\$ 14.22	\$ 113.78	\$ 568.92	\$ 1,706.76	\$ 11.38
Trailer - Pole Extendable	\$ 15.77	\$ 126.13	\$ 630.63	\$ 1,891.89	\$ 12.61
Trailer - Pole Extendable 40-70'	\$ 22.52	\$ 180.18	\$ 900.90	\$ 2,702.70	\$ 18.02
Trailer - Restroom Trailer	\$ 2.82	\$ 22.52	\$ 112.61	\$ 337.84	\$ 2.25
Trailer - Single Reel	\$ 13.51	\$ 108.11	\$ 540.54	\$ 1,621.62	\$ 10.81
Trailer - Single Reel 10k	\$ 28.15	\$ 225.23	\$ 1,126.13	\$ 3,378.38	\$ 22.52
Trailer - Single Reel 40K	\$ 39.41	\$ 315.32	\$ 1,576.58	\$ 4,729.73	\$ 31.53
Trailer - Single Reel 75K	\$ 84.46	\$ 675.68	\$ 3,378.38	\$ 10,135.14	\$ 67.57
Trailer - Spacer Cart	\$ 3.94	\$ 31.53	\$ 157.66	\$ 472.97	\$ 3.15
Trailer - Tandem Reel	\$ 39.41	\$ 315.32	\$ 1,576.58	\$ 4,729.73	\$ 31.53
Trailer - Traffic Control Arrow Board Trailer	\$ 31.36	\$ 250.90	\$ 1,254.50	\$ 3,763.51	\$ 25.09

NOTE: EQUIPMENT RATES ARE SUBJECT TO ANNUAL 2% INCREASE.

*EQUIPMENT RATE REVISIONS WILL TAKE PLACE DURING LABOR RATE INCREASES.

EQUIPMENT	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Standby Hourly Rate
Trailer - Training	\$ 4.50	\$ 36.04	\$ 180.18	\$ 540.54	\$ 3.60
Trailer - Transformer Trailer Mod-1008	\$ 2.25	\$ 18.02	\$ 90.09	\$ 270.27	\$ 1.80
Trailer - Triple Reel	\$ 10.70	\$ 85.59	\$ 427.93	\$ 1,283.78	\$ 8.56
Trailer - Utility 16-20'	\$ 3.94	\$ 31.53	\$ 157.66	\$ 472.97	\$ 3.15
Trailer - Utility 6-8'	\$ 2.82	\$ 22.52	\$ 112.61	\$ 337.84	\$ 2.25
Trailer - Vac Exc	\$ 48.65	\$ 389.19	\$ 1,945.95	\$ 5,837.84	\$ 38.92
Trailer - Vac Trailer	\$ 54.17	\$ 433.33	\$ 2,166.67	\$ 6,500.00	\$ 43.33
Trailer - Water 16000 Gal	\$ 10.70	\$ 85.59	\$ 427.93	\$ 1,283.78	\$ 8.56
Trailer - Water 500 Gal	\$ 6.19	\$ 49.55	\$ 247.75	\$ 743.24	\$ 4.95
Trencher(s)					
Trencher - Ride On	\$ 27.03	\$ 216.22	\$ 1,081.08	\$ 3,243.24	\$ 21.62
Trencher - Walk Behind	\$ 10.70	\$ 85.59	\$ 427.93	\$ 1,283.78	\$ 8.56
Truck(s)					
Truck - 6X6	\$ 61.26	\$ 490.09	\$ 2,450.45	\$ 7,351.35	\$ 49.01
Truck - 8X8	\$ 66.89	\$ 535.14	\$ 2,675.68	\$ 8,027.03	\$ 53.51
Truck - Curtain Van	\$ 44.59	\$ 356.76	\$ 1,783.78	\$ 5,351.35	\$ 35.68
Truck - Digger Support	\$ 33.33	\$ 266.67	\$ 1,333.33	\$ 4,000.00	\$ 26.67
Truck - Dump 10-12 Yd	\$ 61.26	\$ 490.09	\$ 2,450.45	\$ 7,351.35	\$ 49.01
Truck - Dump 10-12 Yd 6X6	\$ 61.26	\$ 490.09	\$ 2,450.45	\$ 7,351.35	\$ 49.01
Truck - Dump 5 Yd	\$ 40.99	\$ 327.93	\$ 1,639.64	\$ 4,918.92	\$ 32.79
Truck - Flatbed 1 Ton	\$ 26.58	\$ 212.61	\$ 1,063.06	\$ 3,189.19	\$ 21.26
Truck - Flatbed 1.5 Ton	\$ 28.83	\$ 230.63	\$ 1,153.15	\$ 3,459.46	\$ 23.06
Truck - Flatbed 12-14'	\$ 28.83	\$ 230.63	\$ 1,153.15	\$ 3,459.46	\$ 23.06
Truck - Flatbed 16-24'	\$ 35.59	\$ 284.68	\$ 1,423.42	\$ 4,270.27	\$ 28.47
Truck - Flatbed 16-24' 4X4	\$ 35.59	\$ 284.68	\$ 1,423.42	\$ 4,270.27	\$ 28.47
Truck - Flatbed W/Welder	\$ 33.33	\$ 266.67	\$ 1,333.33	\$ 4,000.00	\$ 26.67
Truck - Fuel	\$ 33.33	\$ 266.67	\$ 1,333.33	\$ 4,000.00	\$ 26.67
Truck - Helicopter Support	\$ 33.33	\$ 266.67	\$ 1,333.33	\$ 4,000.00	\$ 26.67
Truck - Lube	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 6,000.00	\$ 40.00
Truck - Mat Crane	\$ 95.05	\$ 760.36	\$ 3,801.80	\$ 11,405.41	\$ 76.04
Truck - Mechanic	\$ 41.78	\$ 334.23	\$ 1,671.17	\$ 5,013.51	\$ 33.42
Truck - Pole Hauler	\$ 50.23	\$ 401.80	\$ 2,009.01	\$ 6,027.03	\$ 40.18
Truck - Pole Hauler - 4X4	\$ 50.23	\$ 401.80	\$ 2,009.01	\$ 6,027.03	\$ 40.18
Truck - Pole Hauler - 6X6	\$ 61.49	\$ 491.89	\$ 2,459.46	\$ 7,378.38	\$ 49.19
Truck - Reel Carrier	\$ 55.86	\$ 446.85	\$ 2,234.23	\$ 6,702.70	\$ 44.68
Truck - Rollback	\$ 55.86	\$ 446.85	\$ 2,234.23	\$ 6,702.70	\$ 44.68
Truck - Tool Van	\$ 93.34	\$ 746.76	\$ 3,733.78	\$ 11,201.35	\$ 74.68
Truck - Tractor - 6X6	\$ 61.26	\$ 490.09	\$ 2,450.45	\$ 7,351.35	\$ 49.01
Truck - Tractor - 8X8	\$ 66.89	\$ 535.14	\$ 2,675.68	\$ 8,027.03	\$ 53.51
Truck - Tractor - Tandem	\$ 55.63	\$ 445.05	\$ 2,225.23	\$ 6,675.68	\$ 44.50
Truck - Tractor 4X6	\$ 55.63	\$ 445.05	\$ 2,225.23	\$ 6,675.68	\$ 44.50
Truck - Tridem	\$ 61.26	\$ 490.09	\$ 2,450.45	\$ 7,351.35	\$ 49.01
Truck - Vac Truck	\$ 150.68	\$ 1,205.41	\$ 6,027.03	\$ 18,081.08	\$ 120.54
Truck - Water 2k	\$ 47.75	\$ 381.98	\$ 1,909.91	\$ 5,729.73	\$ 38.20
Truck - Water 4K	\$ 61.26	\$ 490.09	\$ 2,450.45	\$ 7,351.35	\$ 49.01
Truck - Water 4K 6X6	\$ 68.02	\$ 544.14	\$ 2,720.72	\$ 8,162.16	\$ 54.41
Truck - Water 500 Gal	\$ 33.33	\$ 266.67	\$ 1,333.33	\$ 4,000.00	\$ 26.67
Truck - Water 500 Gal Combo	\$ 38.96	\$ 311.71	\$ 1,558.56	\$ 4,675.68	\$ 31.17
Vehicle(s)					
Vehicle - ATV - Amphibious	\$ 18.24	\$ 145.95	\$ 729.73	\$ 2,189.19	\$ 14.59
Vehicle - ATV - Side By Side	\$ 12.61	\$ 100.90	\$ 504.50	\$ 1,513.51	\$ 10.09
Vehicle - ATV - Single	\$ 6.98	\$ 55.86	\$ 279.28	\$ 837.84	\$ 5.59
Vehicle - Car	\$ 12.73	\$ 101.80	\$ 509.01	\$ 1,527.03	\$ 10.18

NOTE: EQUIPMENT RATES ARE SUBJECT TO ANNUAL 2% INCREASE.

*EQUIPMENT RATE REVISIONS WILL TAKE PLACE DURING LABOR RATE INCREASES.



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Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Precision Iceblast Corporation – Five Year Multi-Task General Services Agreement for Inspection and 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 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"/>
<i>If other, please specify</i>					
<hr/>					
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RECOMMENDATION:

Approve Resolution 21-62 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Precision Iceblast Corporation for inspection and 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:

Inspection and 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. The current agreement with Precision Iceblast Corporation is expiring. 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 Environex, Inc., Groome Industrial Service group, Inc. and Tetra Engineering Group, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On June 2, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On June 7, 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". The signature is fluid and cursive, with the first name "Randy" being the most prominent part.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-62
- Multi-Task General Services Agreement with Precision Iceblast Corporation

RESOLUTION 21-62

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH PRECISION ICEBLAST CORPORATION

(reference Staff Report #178:21)

WHEREAS, inspection and 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, Precision Iceblast Corporation is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Precision Iceblast Corporation to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 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
PRECISION ICEBLAST CORPORATION**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Precision Iceblast Corporation, a corporation with its office located at 801 Maple Street, Peshtigo, WI 54157 ("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 sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site

or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to

have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

Precision Iceblast Corporation
Attention: Matt Peterson
801 Maple Street
Peshtigo, WI 54157

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 NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

PRECISION ICEBLAST CORPORATION

Date_____

Date_____

RANDY S. HOWARD,
General Manager

JOEL WILLIAMS,
Vice President Business Development

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Precision Iceblast Corporation ("Contractor") shall provide inspection and 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.

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

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:

Pricing will be quoted as a fixed firm price at the time services are requested.

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

Precision Iceblast Corporation

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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: June 17, 2021

SUBJECT: Ben Evans Inc., dba Environment Control – Five Year Multi-Task General Services Agreement for Full Service Janitorial and Building Maintenance Services at NCPA Headquarters and the Disaster Recovery Center

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>NHA</i> Assistant General Manager/CFO	METHOD OF SELECTION: <i>Competitive Pricing Process</i>
Division:	Administrative Services	<i>If other, please describe:</i>
Department:	General Services	

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

Approve Resolution 21-64 authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with Ben Evans Inc., dba Environment Control for full service janitorial and building maintenance services at NCPA Headquarters and the Disaster Recovery Center, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years.

BACKGROUND:

In April of 2021, staff issued an RFP soliciting proposals from janitorial companies to perform janitorial and building maintenance services, including but not limited to general cleaning, trash pickup, exterior and interior window washing, carpet and tile service, provide cleaning supplies and consumables, other specialty cleaning services as needed for NCPA Headquarters and the Disaster Recovery Center.

NCPA has utilized this vendor in the past and has a good working relationship with them. NCPA desires to enter into a five-year, multi-task general services agreement with Ben Evans Inc., dba Environment Control providing ongoing full service janitorial and building maintenance. These activities are intended to provide clean and well-maintained environment for NCPA employees and properties.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$300,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. The janitorial maintenance was included in the current fiscal year General Services budget.

SELECTION PROCESS:

An RFP was posted on NCPA's website April 5, 2021 to April 23, 2021. A total of eight responses were received and evaluated based on cost, responsiveness, and experience. The selection process was completed by NCPA staff. Ben Evans Inc., dba Environment Control was selected as a result of the Request for Proposal formal bidding process in accordance with NCPA's procurement policies and procedures.

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 June 2, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-64
- Five Year Multi-Task General Services Agreement with Ben Evans Inc., dba Environment Control

RESOLUTION 21-64

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH BEN EVANS INC., DBA ENVIRONMENT CONTROL

(reference Staff Report #180:21)

WHEREAS, full service janitorial and building maintenance services at NCPA Headquarters and the Disaster Recovery Center, are required from time to time for the operation and maintenance of the Northern California Power Agency (NCPA) Headquarters as well as the NCPA Disaster Recovery Center; and

WHEREAS, Ben Evans Inc., dba Environment Control is a provider of these services; and

WHEREAS, NCPA issued an RFP and received proposals from eight janitorial and building maintenance companies to perform all manner of janitorial and cleaning services; and

WHEREAS, Ben Evans Inc., dba Environment Control was selected as the vendor to provide these services due to past performance and good working relationship; and

WHEREAS, NCPA seeks to enter into a five-year Multi-Task General Services Agreement with Ben Evans Inc., dba Environment Control to provide such services as needed at the NCPA Headquarters and Disaster Recovery Center, in an amount not to exceed \$300,000 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 said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years, for use at NCPA Headquarters and Disaster Recovery Center.

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
BEN EVANS INC., DBA ENVIRONMENT CONTROL**

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 Ben Evans Inc., DBA Environment Control, a corporation with its office located at 1624 Santa Clara Drive, Suite 240, Roseville CA 95661 ("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. Contractor shall ensure all personnel assigned to perform the Work meet and follow the requirements specified below for unescorted physical or electronic access:
 - Complete a Personnel Risk Assessment, provided by the Contractor, comprised of the following: 1) verification of identification, (2) criminal history reference check for the previous seven (7) years, and 3) written confirmation that the results of the criminal history reference check are within the acceptance criteria defined by Agency and included in Exhibit C, and
 - Complete an initial security training and annual training thereafter, both of which will be provided by Agency.

Contractor shall notify Agency within 24 hours of voluntary separation or termination of one of its personnel who has been granted unescorted physical or electronic access to Agency facilities or systems. And, Contractor shall notify the Agency within 24 hours of any lost or stolen Agency issued badges or electronic access authenticators. Failure to timely notify Agency of voluntary termination or separation, or loss of access badge or authenticator may be considered by

Agency as Contractor breach of this Agreement allowing Agency to immediately terminate this Agreement without liability to Agency.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** Three Hundred Thousand dollars (\$300,000) 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.

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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.

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.

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, Division of Labor Standards Enforcement (Labor Commissioner's Office).
- 7.5 Registration with Labor Commissioner's Office.** Continuing through the term of this Agreement, Contractor warrants that it is registered with the Labor Commissioner's Office and is qualified to perform Work consistent with Labor Code Sections 1420-1434.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.
- In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).
- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

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

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

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

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

conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

13.7 Contract Administrator. This Agreement shall be administered by Monty Hanks, 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:

Ben Evans
President
Ben Evans Inc., DBA Environment Control
1624 Santa Clara, Dr., Ste.240
Roseville, CA 95661

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

**BEN EVANS INC., DBA ENVIRONMENT
CONTROL**

Date_____

Date_____

RANDY S. HOWARD, General Manager

**FERNANDO GONZALES, Director of
Operation**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

As requested by the Agency, Contractor shall provide full service janitorial and building maintenance services at NCPA headquarters located in Roseville, CA and NCPA's disaster recovery center located in Citrus Heights, CA, including, but not limited to the following:

- General Cleaning
 - Dusting, sweeping, vacuuming and mopping
- Trash pickup
- Exterior and interior window washing
- Carpet and tile service
- Provide at customer expense restroom and cleaning supplies
 - Inventory, ordering and delivering
- Other specialty cleaning services

The above services are specifically detailed in Exhibit A-1, attached hereto.

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

EXHIBIT A-1

AREAS TO BE CLEANED

Entire Office Area.

FREQUENCY OF CLEANING

5 day a week - Price break down is on the contract page

NIGHTLY SERVICES

- Control floor appearance by vacuuming or sweeping with chemically treated dust mop.
- Spot mop hard surface floors to remove soil and spillage.
- Remove small water-soluble spots, such as coffee and soft drinks, from the carpets.
(Note: Non-soluble spots will be removed as soon as possible by supervisory personnel.)
- Dust cleared surfaces of desks, chairs, tables, filing cabinets, and other office furniture.
- Maintain clean and sanitary appearance of all ashtrays and sand jars.
- Empty all waste baskets into designated trash bins.
- Remove smudges and unsightly appearances on doorjamb, push plates, light switches, glass partitions, desks, and counters.
- Sanitize and polish all drinking fixtures.
- Remove soil on entrance door frames, handles, glass, and threshold. Control surface of immediate exterior/entry areas to reduce amount of dirt tracked into building.
- Leave office and furniture in neat, orderly fashion.
- Maintain supply and equipment storage area and leave in an orderly manner.
- Provide a report of unusual occurrences, malfunctions, or damages to your property whenever noticed.
- Due to COVID-19 Environment Control recognizes the need for attention when disinfecting horizontal non-porous surfaces, light switches, handles and areas that are susceptible to viral or bacteria growth. Wiping down these areas is an essential part of the nightly routine to ensure clean and disinfected surfaces.

RESTROOMS

- Consistently control the appearance, sanitation, and odor of restrooms by mopping floors with a selected germicide.
- Polish mirrors and bright metal.
- Clean and sanitize all urinals, toilets, and sinks.
- Special attention to dispensers, receptacles, and fixtures, as well as to adjacent walls, partitions, and floor tile.
- Refill soap, paper seat covers, tissue and deodorant containers, and other restroom dispensers and supplies (Note: Products are furnished by your firm.)

EXHIBIT A-1 - Continued

WEEKLY SERVICES

- Extra attention given to dusting chair rungs, wheel bases, low moldings, sills, picture frames, and partition tops.
- Interior office partition glass spot cleaned.
- Edge Vacuum and corners
- Vacuum Upholstered Furniture
- Sanitize Coffee Carafes - using Coffee pot cleaner

MONTHLY SERVICES

- Dust all louvers and ceiling vents.
- Dust mini-blinds.
- Clean and sanitize stove range and oven.
- Sanitize and wipe clean refrigerator interior

WINDOW CARE SERVICES

Frequency: (Included in cost): Exterior Windows Cleaning 3 x per year/ Interior Cleaning 2 x per year

Description: Window shall be free of spots, streaks, and smudging upon completion

FLOOR CARE SERVICES

Scrub and Wax Floors:

Frequency: (Included in cost): 2 x per year

Areas: All Vinyl and VCT Flooring

Machine Scrub:

Frequency: (Included in cost): 2 x per year

Areas: Restroom Floor Tile

Carpet Cleaning:

Process: Hot water extraction

Frequency: (Included in cost): 4x per year hallways, 1 x per year.

Areas: Entire building on a quarterly schedule

Additional Services:

Frequency: As requested- Not to exceed \$125.00 for 500 sq ft space.

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:

Regular Maintenance Service – Five (5) days per week

Headquarters building – Monthly Billing.....\$2,938.99

This price is good from commencement date through December 31st, 2021

From January 1st, 2022 through December 31st, 2025 the monthly billing for Regular Maintenance Service Headquarters – Monthly Billing will be.....\$3,144.79

This is to account for the California Minimum Wage Phase in Requirement 2017-2023 SB3

Regular Maintenance Service – Three (3) days per week

Disaster Recovery Center – Monthly Billing.....\$465.26

This price is good from commencement date through December 31st, 2021

From January 1st, 2022 through December 31st, 2025 the monthly billing for Regular Maintenance Service Disaster Recovery Center – Monthly Billing will be.....\$497.82

This is to account for the California Minimum Wage Phase in Requirement 2017-2023 SB3

NOTE: Regular maintenance service price shall not increase more than 2% per year. Contractor shall provide Agency with a minimum of 30 days' advance written notice of any increase in the maintenance service price.

Supplies and miscellaneous expenses

Costs for supplies and miscellaneous expenses will be billed as per the rate sheet attached as Exhibit B-1.

Estimated not to exceed on a monthly basis.....\$500.00

Special Services

As determined (per man-hour).....\$58.00

- And/or -

Agreed to in advance on a case-by-case basis via proposals and acceptance Purchase Orders

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

EXHIBIT B-1

The list below contains the majority of the consumables used at both facilities. Include the cost of each item in your submittal. The manufacturer's product number is included for each item. If you cannot provide the same product, include the manufacturer and part number of your substitution to determine suitability.

Multi-fold towels white – single ply (Appeal 12450 - 250 per pack/16 packs per case)	\$ <u>29.59</u> /Case
Roll Paper Towels (Georgia Pacific EnMotion 89460 – 800ft per roll/6 rolls per case)	\$ <u>84.00</u> /Case
Toilet tissue 2-ply white (Georgia Pacific Angle Soft 16560 - 400 sheets per roll/60 rolls per case)	\$ <u>76.77</u> /Case
Seat covers ½ fold white (Renown 309330283 - 250 per pack/20 per case)	\$ <u>50.49</u> /Case
Interfolded door tissues white – 4" x 10" (Georgia Pacific Blue Select (Safe-T-Guard) 10440 - 200 per pack/40 per case)	\$ <u>64.30</u> /Case
Hand Soap (Cranberry Ice) (Spartan 315204 Lite & Foamy – 1gal – 4gal per case)	\$ <u>66.86</u> /Case
Hand Soap (Clear Choice) (Clean Source 420176 – 1gal – 4gal per case)	\$ <u>28.60</u> /Case
Hand Sanitizer –Instant Foam Complete (SC Johnson Deb Stoko 1FC1L –1liter – 6 liters per case)	\$ <u>43.26</u> /Case
Aerosol Air Fresheners (Big D 451 Lemon Drop 7oz. – 12 cans per case)	\$ <u>84.58</u> /Case
Waxed Paper Liners for Sanitary Napkin Receptacles (Hospeco Kraft HOSKL-260 – brown bags - 500 per case)	\$ <u>19.60</u> /Case
Trash Can Liners (Renown 10409-CA – 10gal – 50 per roll/20 rolls per case)	\$ <u>26.41</u> /Case
Trash Can Liners (Renown 14514-CA – 45gal. – 25 per roll/10 rolls per Case)	\$ <u>49.08</u> /Case

Contractor shall provide Agency with a minimum of 30 days' advance written notice of any increase in supply costs.

EXHIBIT C

CRIMINAL HISTORY ACCEPTANCE CRITERIA

CIP PERSONNEL RISK ASSESSMENT (PRA) EVALUATION CHECKLIST

Vendors Name: _____

Applicant's Name: _____

Investigator's Name: _____

Date: _____ Badge Number: _____

☐ Contractor or Vendor

☐ Self-Reported Arrest

RISK ASSESSMENT DETAILS (Check Yes or No for each criteria)

YES

NO

☐ ☐ Identity verification completed and approved. Method Used: _____

☐ ☐ Name and social security number correspond.

☐ ☐ Pre-employment Background Investigation for previous 7 years completed and approved by the Vendor. No criminal history, or disposition of not guilty, not prosecuted, waived or dismissed.

☐ ☐ Is the Vendor able to verify the nature or status of criminal history. If no, comment below.

☐ ☐ Unresolved or outstanding warrant.

☐ ☐ *Potentially Disqualifying Misdemeanor* – Misdemeanor conviction or misdemeanor pending court adjudication or disposition for crime INVOLVING weapons, drugs, violence, theft, robbery, burglary, embezzlement, misappropriation, fraud, terrorist threats, or sabotage or sexual offenses, where the conviction date and any related term of imprisonment ended less than 7 years prior to background investigation application (describe in comments).

☐ ☐ Felony conviction at any time or felony charge pending court adjudication or disposition.

EXHIBIT C (Continued)

CRIMINAL HISTORY ACCEPTANCE CRITERIA

Comments/Notes (attach additional pages as needed):

NCPA INTERNAL REVIEW

Review Date: _____

Approver's Name: _____

☐ APPROVED FOR CIP UNESCORTED ACCESS

☐ NOT APPROVED FOR CIP

☐ UNESCORTED ACCESS
APPROVED FOR CIP ELECTRONIC ACCESS
ELECTRONIC ACCESS

☐ NOT APPROVED FOR CIP



19

Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Quest Media and Supplies Inc. – Second Amendment to Five Year Multi-Task Consulting Services Agreement for Network Infrastructure Design, Engineering and Troubleshooting, Telecom Consulting, Data Center Administrative and Architectural Services, Application Design and Development Services, Security Consulting, Physical Infrastructure and Fiber and Ethernet Cabling, Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>N/A</i>	METHOD OF SELECTION:
	Chief Financial Officer/Assistant General Manager	N/A
Division:	Administrative Services	<i>If other, please describe:</i>
Department:	Information Services	

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

Approve Resolution 21-65 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Consulting Services Agreement with Quest Media and Supplies Inc. for network infrastructure design, engineering and troubleshooting; telecom consulting; data center administrative and architectural services; application design and development services; security consulting; physical infrastructure; and fiber and ethernet cabling, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed to \$1,500,000 and extending the term for six months, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

BACKGROUND:

Quest Media and Supplies Inc. (Quest) is a corporation with over 30 years of experience assisting companies with network infrastructure design, engineering and troubleshooting, telecom consulting, data center administrative and architectural services, application design and development services, security consulting, physical infrastructure, and fiber and ethernet cabling. They work seamlessly with staff, systems, policies and procedures helping companies achieve their IT goals.

On January 9, 2017, NCPA entered into a five-year Multi-Task Consulting Services Agreement with Quest, for an amount not to exceed \$100,000. On September 2020, the Parties entered into a First Amendment to the Agreement, to increase the not to exceed amount of the Agreement from \$100,000 to a not to exceed amount of \$200,000.

Due to interest expressed by a Member of NCPA in utilizing the Agreement for a fiber optic cabling project and other possible NCPA or Member projects during fiscal year 2022, the Agency now desires to amend the agreement to increase the total compensation authorized by the agreement from the not to exceed amount of \$200,000 to a not to exceed amount of \$1,500,000, and extend the term for an additional six months from the current expiration date of January 8, 2022, to a new expiration date of July 8, 2022.

FISCAL IMPACT:

Upon execution, the total not-to-exceed amount of the agreement will increase from \$200,000 to \$1,500,000 with a new expiration date of July 8, 2022. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

The Second Amendment to 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 currently has in place (other enabling agreements) for similar services and seeks bids from as many qualified providers as possible. NCPA will issue purchase orders based on 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 June 2, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On June 7, 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", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-65
- Second Amendment to Multi-Task Consulting Services Agreement with Quest Media and Supplies Inc.
- Multi-Task Consulting Services Agreement with Quest Media and Supplies Inc.

RESOLUTION 21-65

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A SECOND AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH QUEST MEDIA AND SUPPLIES INC.

(reference Staff Report #181:21)

WHEREAS, Northern California Power Agency (NCPA) and Quest Media and Supplies Inc. entered into a five-year Multi-Task Consulting Services Agreement effective January 9, 2017, for Consultant to provide network infrastructure design, engineering and troubleshooting; telecom consulting; data center administrative and architectural services; application design and development services; security consulting; physical infrastructure; and fiber and ethernet cabling; for use at any facilities owned and/or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, the Parties entered into a First Amendment to the Agreement as of September 15, 2020, to increase the not to exceed amount of the Agreement from \$100,000 to a not to exceed amount of \$200,000;

WHEREAS, due to interest expressed by a Member of NCPA in utilizing the Agreement for a fiber optic cabling project and other possible NCPA or Member projects during fiscal year 2022, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from the not to exceed amount of \$200,000 to a not to exceed amount of \$1,500,000, and extend the term for an additional six months from the current expiration date of January 8, 2022, to a new expiration date of July 8, 2022; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; 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 the Second Amendment, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, 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

SECOND AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND QUEST MEDIA AND SUPPLIES INC.

This Second Amendment ("Second Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Quest Media and Supplies Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Parties entered into a five-year Multi-Task Consulting Services Agreement dated effective January 9, 2017, (the "Agreement") for Consultant to provide network infrastructure design, engineering and troubleshooting; telecom consulting; data center administrative and architectural services; application design and development services; security consulting; physical infrastructure; and fiber and ethernet cabling; and

WHEREAS, the Parties entered into a First Amendment to the Agreement as of September 15, 2020, to increase the not to exceed amount of the Agreement from \$100,000 to a not to exceed amount of \$200,000;

WHEREAS, due to interest expressed by a Member of NCPA in utilizing the Agreement for a fiber optic cabling project and other possible NCPA or Member projects during fiscal year 2022, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from the not to exceed amount of \$200,000 to a not to exceed amount of \$1,500,000, and extend the term for an additional six months from the current expiration date of January 8, 2022, to a new expiration date of July 8, 2022; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1 – Term of Agreement** is hereby amended and restated to read as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or July 8, 2022, whichever is shorter.

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

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

The remainder of Section 2 of the Agreement is unchanged.

3. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This Second Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

QUEST MEDIA AND SUPPLIES INC.

RANDY S. HOWARD, General Manager

MIKE DILLON, CTO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

5.4.1. Technical Support Rate Schedule:

Remote (Quest NOC) Support (billed in 15 minute increments)	
Cable Plant at Quest Data Center	\$75 per hr.
Desktop/Printer	\$78 per hr.
Video Surveillance, Access Control	\$95 per hr.
Audio/Video, Video Conferencing	\$95 per hr.
Network, IaaS, Server, or Storage	\$135 per hr.
Program or Project Manager	\$140 per hr.
SQL, .NET, SharePoint	\$180 per hr.
VoIP, Security, Mobility, VMware, or Citrix	\$180 per hr.
Incident Response Resource	\$350 per hr.
On Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)	
Data Cabling	\$75 per hr.
Desktop/Printer	\$85 per hr.
Video Surveillance, Access Control	\$98 per hr.
Audio/Video, Video Conferencing	\$98 per hr.
Network, IaaS, Server, or Storage	\$170 per hr.
Program or Project Manager	\$145 per hr.
SQL, .NET, SharePoint	\$195 per hr.
VoIP, Security, Mobility, VMware, or Citrix	\$195 per hr.
Incident Response Resource	\$350 per hr.
After Hours Technical Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)	
Data Cabling	\$95 per hr.
Desktop/Printer	\$125 per hr.
Video Surveillance, Access Control	\$135 per hr.
Audio/Video, Video Conferencing	\$150 per hr.
Network, IaaS, Server, or Storage	\$210 per hr.
SQL, .NET, SharePoint	\$250 per hr.
VoIP, Security, Mobility, VMware, or Citrix	\$250 per hr.

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.



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY
AND QUEST MEDIA AND SUPPLIES INC.**

This First Amendment ("Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Quest Media and Supplies Inc. ("Consultant") (collectively referred to as "the Parties") as of SEPT 15, 2020.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective January 9, 2017, (the "Agreement") for Consultant to provide network infrastructure design, telecom consulting, data center administration, application design and security consulting services and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$100,000 to a NOT TO EXCEED amount of \$200,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount NOT TO EXCEED TWO HUNDRED THOUSAND dollars (\$200,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

Date: 10/2/20

NORTHERN CALIFORNIA POWER AGENCY



RANDY S. HOWARD, General Manager

Date: SEPT 15, 2020

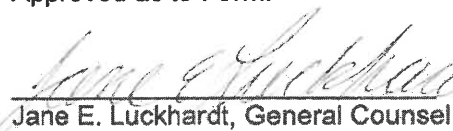
QUEST MEDIA AND SUPPLIES INC.


MIKE DILLON, CTO

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
QUEST MEDIA AND SUPPLIES INC.**

This agreement for consulting services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Quest Media and Supplies Inc., a corporation with its office located at 5822 Roseville Road, Sacramento CA, 95842 ("Consultant") (together sometimes referred to as the "Parties") as of January 9, 2017 ("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 Work attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

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

Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE HUNDRED THOUSAND dollars (\$100,000.00)** 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 \$1,000,000 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) 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 pursuant to this Agreement, Agency shall have the right to require Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.

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

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

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

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

10.7 **Contract Administrator.** This Agreement shall be administered by Donna Stevener, 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:

Andrew Samms
Quest Media and Supplies Inc.
5822 Roseville Road
Sacramento, CA 95842

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:

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

- 10.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 10.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a

Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

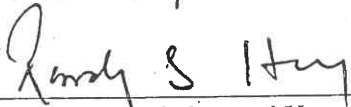
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

Date

1/9/17



Randy S. Howard, General Manager

QUEST MEDIA AND SUPPLIES INC.

Date

12-28-16



[Mike Dillon, CTO]

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Assistant General Counsel

EXHIBIT A

SCOPE OF SERVICES

- Network Infrastructure Design, Engineering, & Troubleshooting, including, but not limited to:
 - Local Area Network (LAN)
 - Wide Area Network (WAN)
 - Wireless Network (WLAN)
- Telecom Consulting Services –
 - PBX
 - VoIP
 - Video Conferencing
 - Call Center
- Data Center Administrative and Architectural Services
 - Virtualization
 - Storage/Server
 - Backup/Recovery
 - Disaster Recovery
- Application Design and Development Services
 - Web Design & Development
 - Database Administration and Performance
 - Custom App Design and Deployment
 - (API) App Integration
- Security Consulting Services
 - Network Security
 - Endpoint Security
 - Data Security
 - Host Security
 - Physical Security
 - Compliance Services
- Physical Infrastructure & Construction Services
 - Fiber & Ethernet Cabling
 - Audio/Visual Design and Deployment
 - Digital Signage
 - Building & Systems Access, Surveillance, etc.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$100,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

5.4.1. Technical Support Rate Schedule:

Remote (Quest NOC) Support (billed in 15 minute increments)

Cable Plant at Quest Data Center	\$75 per hr.
Desktop/Printer	\$78 per hr.
Video Surveillance, Access Control	\$95 per hr.
Audio/Video, Video Conferencing	\$95 per hr.
Network, IaaS, Server, or Storage	\$135 per hr.
Program or Project Manager	\$140 per hr.
SQL, .NET, SharePoint	\$180 per hr.
VoIP, Security, Mobility, VMware, or Citrix	\$180 per hr.
Incident Response Resource	\$350 per hr.

On Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)

Data Cabling	\$75 per hr.
Desktop/Printer	\$85 per hr.
Video Surveillance, Access Control	\$98 per hr.
Audio/Video, Video Conferencing	\$98 per hr.
Network, IaaS, Server, or Storage	\$170 per hr.
Program or Project Manager	\$145 per hr.
SQL, .NET, SharePoint	\$195 per hr.
VoIP, Security, Mobility, VMware, or Citrix	\$195 per hr.
Incident Response Resource	\$350 per hr.

After Hours Technical Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)

Data Cabling	\$95 per hr.
Desktop/Printer	\$125 per hr.
Video Surveillance, Access Control	\$135 per hr.
Audio/Video, Video Conferencing	\$150 per hr.
Network, IaaS, Server, or Storage	\$210 per hr.
SQL, .NET, SharePoint	\$250 per hr.
VoIP, Security, Mobility, VMware, or Citrix	\$250 per hr.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

(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.

2650744.1



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Commission Staff Report

COMMISSION MEETING DATE: June 17, 2021

SUBJECT: Geothermal Facility Enterprise Management (EMS) Upgrade Project; Applicable to the following: NCPA Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

FROM:	Joel Ledesma <i>4-7</i> Assistant General Manager	METHOD OF SELECTION: <i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

IMPACTED MEMBERS:

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

If other, please specify

Turlock

RECOMMENDATION:

Approve Resolution 21-63 authorizing the Geothermal Facility Enterprise Management System (EMS) Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total project cost not to exceed \$600,000.

BACKGROUND:

NCPA's Geothermal Facility utilizes the Enterprise Management System (EMS) to monitor and control both the steam field and effluent pipeline systems, including: steam well control valves, steam flow data, several pump stations, a holding tank, a reservoir, and several miles of pipeline system stretching from Clear Lake, CA to Middletown to the Geothermal Facility. The EMS is difficult to operate and maintain because it is outdated and unsupported. The Enterprise Management System (EMS) Upgrade Project will update the existing system; this project encompasses both the steam field and effluent pipeline monitoring systems. The scope of work for this project includes support in network configuration, system software development, Programmable Logic Controller (PLC) programming, and commissioning, as well as an extended warranty. NCPA staff intends to use the existing hardware (including field instruments, PLC's, servers, and all associated cabling, including fiber-optics). Upgrading the current system will result in an up-to-date, reliable, and supported system, for the safe operation of the steam field and effluent pipeline.

In FY2021, a scope was developed to update a minimal amount of the EMS and update the remaining components in the future. After receiving bids and performing an additional assessment of the entire EMS, it was determined that it was more cost-effective and prudent to update the complete EMS. As a result, a new scope and budget was developed as described above.

FISCAL IMPACT:

The total cost for this project is not to exceed \$600,000. The project will be funded through the following sources:

- Estimated Proposed Project Cost = \$500,000
 - FY2021 FMS Control Systems Upgrade (Capital Project) - \$100,000
 - FY2022 Enterprise Monitor systems Upgrade (Capital Project) - \$400,000
- Contingency Funds (17%) = \$100,000
 - FY2022 O&M Budget

Project Authorization Total = \$600,000

SELECTION PROCESS:

NCPA will be soliciting competitive bids from multiple vendors to perform the entire scope required for this project, consistent with NCPA procurement policies and procedures. The project will be awarded to the lowest cost, responsive, responsible bidder.

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 June 2, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 21-63

RESOLUTION 21-63

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE GEOTHERMAL FACILITY ENTERPRISE MANAGEMENT SYSTEM (EMS)
UPGRADE PROJECT

(reference Staff Report #179:21)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal facility near Middletown, CA, consisting of two power plants; and

WHEREAS, NCPA's Geothermal facility utilizes the Enterprise Management System (EMS) to monitor and control both the steam field and effluent pipeline systems, including steam well control valves, steam flow data, several pump stations, a holding tank, a reservoir, and several miles of pipeline system; and

WHEREAS, the existing EMS is difficult to operate and maintain because it is outdated and unsupported; and

WHEREAS, NCPA now desires to update the current outdated, unsupported EMS system for both the steam field and effluent pipeline monitoring systems. The scope of work for this project includes support in network configuration, system software development, Programmable Logic Controller (PLC) programming, commissioning, as well as an extended warranty; and

WHEREAS, NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for the project; and

WHEREAS, on June 2, 2021 the Facilities Committee reviewed and approved the recommendation for Commission approval; 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 Geothermal Facility Enterprise Management System (EMS) Upgrade Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total project cost not exceed \$600,000.

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