



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: May 25, 2017, NCPA Commission Meeting

Item #1 – Call Meeting to Order and Introductions

Chair Bob Lingl called the meeting to order at 9:02 am at the Ukiah Valley Conference Center, 200 School Street, Ukiah, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

Item #2 – Approve Minutes of the April 20, 2017, Regular Commission Meeting

Motion: A motion was made by Gary Plass and seconded by Roger Frith to approve the Minutes of the April 20, 2017, Commission meeting. The motion carried unanimously on a voice vote of those members present.

PUBLIC FORUM

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

REPORTS AND COMMITTEE UPDATES

Item #3 – General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- Thanked the City of Ukiah and their staff for hosting this month's Commission meeting.
- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- Held a joint meeting with CMUA and SCPA and discussed coordination with regards to legislative and regulatory activities, workforce development and training opportunities. Considering ways to work together on joint training courses to keep costs down.
- Gave a brief update on the Federal Policy Conference held last month, and noted he testified before a congressional subcommittee on Hydro Relicensing Reform.
- Met with CDWR and Modesto Irrigation District regarding the Lodi Energy Center gas issues.
- Met with PG&E on the FERC Order 890 – discussions are going well.
- Assistant General Manager Dave Dockham provided an update on PG&E's rate case TO18, as well as outlined the case timeline of filings and hearing dates.
- Provided a brief update on new member contracts and potential membership interest.

Item #4 – Executive Committee

Committee Chair Bob Lingl reported that the Committee did not meet.

Item #5 – Facilities Committee

Assistant General Manager Dave Dockham reported the Committee met once since the last Commission meeting. The Committee met and discussed items 19, 21, 23, and 27 on today's Agenda. The Committee recommended Commission approval of all items.

Item #6 – Finance Committee

Committee Chair Madeline Deaton reported that the Committee met once since the last Commission meeting. The Committee discussed items 13, 14 and 15 on today's Agenda. The Committee recommended Commission approval of all items. The Committee also heard a report from PFM on the current financial market conditions and received a review of NCPA's Debt Portfolio. NCPA staff will be reviewing NCPA's Investment Policy, liquidity levels and trading strategies for opportunities to increase interest income, which will help offset some of the members' costs. The next Committee meeting is on August 9.

Item #7 – Legal Committee

General Counsel Jane Luckhardt reported that the Committee did not meet.

Item #8 – Legislative & Regulatory Affairs Committee

Committee Chair Gary Plass reported that the Committee did not meet. Provided an update on the Federal Policy Conference held in Washington, DC last month. On May 23, General Manager Randy Howard testified before the House Subcommittee on Water, Power and Oceans regarding hydropower licensing reform and operational issues related to federal agencies. Save the date cards for NCPA's Annual Conference being held September 27-29 at the Silverado in Napa will be mailed next week. Gave an update on state legislative and regulatory issues. The next Committee meeting is scheduled on August 23 .

Item #9 – Members' Announcements & Meeting Reporting

No member announcements reported.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were pulled from Consent.

Motion: A motion was made by Doug Crane and seconded by Mark Chandler to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.

BART, Plumas-Sierra, Redding, and Truckee Donner were absent.

Item #10 – NCPA's Financials for the Months Ended April 30, 2017 – approval by all members.

Item #11 – Treasurer's Report for the Months Ended April 30, 2017 – accept by all members.

Item #12 – Sale or Disposal of Surplus Property - note and file by all members the disposal of scrap metal.

Fiscal Impact: The report as not direct budget impact to the Agency.

Item #13 – Resolution 17-38, Approval of Revised Debt and Interest Rate Management Policy – adopt resolution by all members approving the revised Debt and interest Rate Management Policy, which approves the revised Debt and Interest Rates Policy, dated May 2017.

Fiscal Impact: Adoption of this revised Policy will ensure that NCPA is compliant with recent regulations regarding the inclusion of language in the Agency's Debt and Interest Rate Management Policy and reporting of sale of debt to CDIAC and the Agency Commission. NCPA will incur additional reporting costs when debt is issued, which cannot currently be quantified.

Item #14 – Resolution 17-39, Selection of Audit Service Provider and Award of Contract – adopt resolution by all members authorizing award of Audit Services for up to nine years and the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Baker Tilly Virchow Krause, LLP for annual audit services, with any non-substantial changes recommended and approved by NCPA General Counsel, which shall not exceed \$300,000 over three years. At the Agency's option, the term of the Agreement may be extended for two additional three-year terms, which options may be exercised by the Agency by providing written notice to the Consultant no less than four (4) months in advance of expiration of the agreement.

Fiscal Impact: The total three-year cost of this agreement is \$300,000. The audit fee for last fiscal year (FY 16) was \$75,000 including expenses. The proposed audit fee for FY 2016-2017 is \$68,000 including out-of-pocket expenses. Costs for fiscal years 2018 and 2019 are \$70,000 and \$72,100, respectively. The proposed agreement contains a contingency of \$89,900 for additional services such as the biennial Commercial Compliance Audit, OMB A-133 audit for Federal Grants received in excess of \$750,000, and other miscellaneous services as needed. Upon extension of the agreement for the two subsequent three year periods, the audit fees would be subject to annual escalation based on the consumer Price Index for All Urban Consumers, U.S. City Average, with a cap of 5%.

This agreement was included in the current fiscal year budget, and funds are available in General Allocations-Related to All Programs portion of the Annual Budget and Ten-Year Forecast. Such General Costs are proportionally allocated to all programs (equalized for debt service, property taxes, and other costs that would otherwise unfairly skew the results of the allocation).

Item #15 – Resolution 17-40, First Amendment to Consulting Services Agreement Between NCPA and Public Financial Management, Inc. – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to Consulting Services Agreement Between the Northern California Power Agency (NCPA) and Public Financial Management, Inc. (PFM) extending the term of services to expire no later than September 1, 2017.

Fiscal Impact: Maximum costs under this First Amendment are set at an amount not to exceed \$16,750.

Item #16 – Resolution, 17-41, Andritz Hydro – Five Year Equipment Supply Agreement for OEM equipment and supplies at Collierville Power House; Applicable to the following projects: NCPA Hydroelectric facilities – adopt resolution by all members authorizing the General Manager or his designee to enter into a multiple year Amended Terms and Conditions Agreement with Andritz Hydro for electromechanical parts and equipment for the Collierville powerhouse, 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 the hydroelectric facilities owned and/or operated by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. *Port of Oakland abstained.*

Item #17 – Resolution, 17-42, Knights’ Electric, Inc. – Five Year Multi-Task General Services Agreement for General Services: Applicable to the following projects: All NCPA Generation Services Plant Locations, Members, SCPPA, and SCPPA Members – adopt resolution by all member authorizing General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement with Knights’ Electric, Inc. with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 for use at all facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Fiscal Impact: Total cost of the agreement is not to exceed \$750,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Item #18 – Resolution 17-43, Sage Engineers, Inc. – First Amendment to the Five Year Multi-Task Professional Services Agreement for Engineering Services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Sage Engineers, Inc. for engineering consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel. First amendment seeks to increase the contract value from \$225,000 to a not-to-exceed amount of \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Item #19 – Resolution 17-45, 2017 Geothermal Facility Operating Protocol – Steam Field Operations Forecast Report April 2017; Applicable to the following projects: Geothermal – adopt resolution by all members approving the 2017 Steam Field Operations Forecast Report dated April 2017 as the Geothermal Operating Protocol effective July 1, 2017. This Operating Protocol is to remain in effect until replaced by the Commission.

Fiscal Impact: The 2017-18 approved Geothermal budget covers the proposed action.
Port of Oakland abstained.

Item #20 – Resolution 17-47, Approval of Updated Lodi Energy Center (LEC) Exhibit 8 to the Project Management and Operations Agreement Schedule 1.00 – adopt resolution by all members approving the changes to Exhibit 8 of PMOA Schedule 1.00, and authorizes NCPA staff under the direction of the NCPA General Manager to implement the provision thereto.

Fiscal Impact: No significant costs will be incurred to implement the changes identified in Exhibit 8 to the PMOA Schedule 1.00 and funds are available in the NCPA budget to support the work associated with this CAISO settlement configuration update.

Alameda, Palo Alto and the Port of Oakland abstained.

Item #21 – Resolution 17-48, Scheduling Coordination Program Agreement Version 21 Appendix B – adopt resolution by all members implementing a revised Version 21 of Appendix B to the Scheduling Coordination Program Agreement (SCPA), which details the allocation of California Independent System Operator (CAISO) charges and payments to NCPA Members.

Fiscal Impact: No significant costs will be incurred to implement the changes to the SCPA Appendices and funds are available in the NCPA budget to support the work associated with these contract updates.

Item #22 – Resolution 17-49, Approval of Letter of Agreement 17-SNR-02051 - adopt resolution by all members approving Letter of Agreement 17-SNR-02051, and authorize the General Manager of NCPA to execute Letter of Agreement 17-SNR-02051, on behalf of NCPA, including any non-substantive modifications to Letter of Agreement 17-SNR-02051 approved by NCPA's General Counsel.

Fiscal Impact: Costs associated with entering into Letter of Agreement 17-SNR-02051 are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented members. NCPA's administrative costs for development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget.

Item #23 – Resolution 17-51, Approval of the Professional Services Agreement between NCPA and the BAMx Participants, and Approval of the Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc. – adopt resolution by all members: 1) authorizing the General Manager of NCPA to execute the Professional Services Agreement between Northern California Power Agency and the cities of Palo Alto and Santa Clara, including any non-substantive modifications to the Professional Services Agreement approved by NCPA's General Counsel; 2) and upon return of the fully executed Professional Services Agreement by each BAMx Member, authorize the General Manager of NCPA to execute the Consulting Services Agreement between Northern California Power Agency and Flynn Resource Consultants Inc., including any non-substantive modifications to the Consulting Services Agreement approved by NCPA's General Counsel.

Fiscal Impact: Total expenditures authorized under the Consulting Services Agreement shall not exceed \$1,950,000 during the term of the agreement, or \$650,000 during each annual period of the term of the agreement. In addition to costs incurred under the Consulting Services Agreement, NCPA will invoice the BAMx Members \$625 each month for related billing services under the Professional Services Agreement. Payments for services provided under the Consulting Services Agreement and Professional Services Agreement are accounted for in the current fiscal year budget, and all costs incurred for the services shall be allocated to the BAMx Members.

Alameda and the Port of Oakland abstained.

Item #24 – Resolution 17-52, Annual Budget Working Capital Deposit Adjustment for FY 2018 – adopt resolution by all members approving the Annual Budget Working Capital Deposit Adjustment for FY 2018.

Fiscal Impact: The total calculated FY 2018 Working Capital Requirements for the Annual Budget has decreased by \$638,770 or 6.28%. The decrease is primarily due to budgeted decreases in Market Power Purchases.

DISCUSSION/ACTION ITEMS

Item #25 – Resolution 17-44, Delegate to the General Manager authority to enter into one or more agreements, with a total not-to-exceed for all agreements of \$1,000,000 for repair, restoration and/or replacement of portions of the Beaver Creek Reservoir and related facilities at the NCPA Hydroelectric Project – adopt resolution by all members authorizing the General Manager to enter into one or more agreements, with a total not-to-exceed for all agreements of \$1,000,000 for repair, restoration and/or replacement of portions of the Beaver Creek Reservoir and related facilities at the NCPA Hydroelectric Project.

Fiscal Impact: Annual average hydroelectric generation attributable to the Beaver Creek Dam is approximately \$1,700,000.

The Project is currently estimated to be \$1,000,000. The detailed scope and corresponding cost is under development with the remaining uncertainties being:

- Sediment volumes and type deposited
- Contractor availability and pricing
- Final USFS approval of temporary bypass repairs to the Beaver Creek Access Road
- Locations of sediment disposal site(s)
- Water flow rates passing through the site during the work timeframe
- Final agency permit conditions

If the projected Project costs increase as the work proceeds, staff will return to the Commission for additional authorizations as may be necessary.

In February 2017, the NCPA Commission passed Resolution 17-16 finding and declaring a state of emergency with respect to the NCPA Calaveras Hydroelectric Generation Project and authorizing the General Manager to take such steps as necessary to obtain funds to maintain, repair, restore, or replace the project. Staff has notified the Federal Emergency Management Agency (FEMA) and NCPA's insurance broker of the 2017 loss. In similar Beaver Creek storm-related sedimentation historical losses, NCPA received FEMA reimbursements due to the 2006 flood incident, but not due to the 1997 incident. FEMA requires that the applicant demonstrates that it first pursue insurance reimbursement prior to FEMA providing funding. NCPA's insurance broker is currently reviewing the loss to determine if it is covered and to provide an overall recommendation. If the claim were to be covered, the deductible would be \$500,000.

To date, \$550,000 has been collected for Beaver Creek Sediment removal as part of ongoing Hydroelectric Project Capital Development Reserve funding. An additional \$125,000 is proposed for collection as part of the FY18 budget, resulting in a total of \$675,000 available after July 1, 2017. Remaining needed funds are proposed to be drawn from the McKays Cleanout Capital Development Reserve Account and/or the Hydroelectric Project Maintenance Reserve Account. Both funds can be refunded by FEMA or insurance reimbursements if they ultimately materialize.

Assistant General Manager Ken Speer provided an update and presentation on the repairs and restoration of the Beaver Creek Reservoir and other related repairs at the facility.

Motion: A motion was made by Doug Crane and seconded by Greg Scharff to adopt resolution delegating to the General Manager authority to enter into one or more agreements, with a total not-to-exceed for all agreements of \$1,000,000 for repair, restoration and/or replacement of portions of the Beaver Creek Reservoir and related facilities at the NCPA Hydroelectric Project. The motion carried by a majority on a roll call vote of those members present.

Port of Oakland abstained. BART, Plumas-Sierra REC, Redding, and Truckee Donner were absent.

Item #26 – Resolution 17-46, Approving Meyers Nave Three Year Legal Services Contract for Assistant General Counsel and Special Counsel Services – adopt resolution by all members authorizing the General Manager or his designee to enter into a Legal Services Contract with Meyers, Nave, Riback, Silver & Wilson (Meyers Nave) for legal services in connection with special counsel and Assistant General Counsel services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years.

Fiscal Impact: Services pursuant to this contract are on an hourly basis. Legal services are budgeted and approved by NCPA as part of each year's annual budget and charged to the programs or projects receiving the services. Approximately \$450,000 of legal services was approved in the FY 2017 budget. The current rate charged by Meyers Nave for assistant general counsel services is \$340, which is proposed to increase to \$390 as of July 1, 2017. With the addition of in-house General Counsel, however, it is estimated that a savings in the cost of Assistant General Counsel and specialized legal services will be realized.

Assistant General Counsel Ruthann Ziegler recused herself for this item due to conflict of interest.

General Manager Randy Howard provided a background on the RFP process for Outside General Counsel and the hiring and selection process of NCPA's in-house General Counsel position. Meyers Nave will provide legal services in connection with special counsel and Assistant General Counsel services.

Motion: A motion was made by Basil Wong and seconded by Gary Plass to adopt resolution approving Meyers Nave Three Year Legal Services Contract for Assistant General Counsel and Special Counsel Services. The motion carried by a majority on a roll call vote of those members present.

BART, Plumas-Sierra REC, Redding, and Truckee Donner were absent

Assistant General Counsel Ruthann Ziegler rejoined the meeting.

Item #27 – Resolution 17-50, Approval of Provision of Services to the Sierra Valley Energy Authority – adopt resolution by all members approving and authorizing: 1) NCPA to engage in negotiations with Sierra Valley Energy Authority to develop a Services Agreement under which NCPA may supply certain scheduling and portfolio management services to Sierra Valley Energy Authority, and 2) delegated authority to the General Manager of NCPA to negotiate the amount of compensation to be charged to Sierra Valley Energy Authority for NCPA's provision of Services within a defined range.

Fiscal Impact: To develop a proposed amount of compensation NCPA would receive for its provision of services to Sierra Valley Energy Authority, NCPA staff have developed an estimated cost of service using the NCPA Power Management Cost Allocation Spreadsheet Model (commonly known as the "Nexant Model") as a reference. The estimated cost of service developed using the Nexant Model is based on a set of modeling assumptions that were presented to and reviewed by the Facilities Committee, including direction provided by the Facilities Committee to allocate certain directly assigned costs in proportion to how such costs are allocated in the model. As part of NCPA's negotiation with Sierra Valley Energy Authority, NCPA staff recommends that the Commission delegate authority to the General Manager of NCPA to negotiate an amount of compensation for services attributed to regular operations within the following ranges:

- Year One (1) of Term: \$412,250 - \$557,750
- Year Two (2) of Term: \$437,750 - \$592,250

In addition to compensation for services attributed to regular operations, NCPA staff also recommends that the Commission delegate authority to the General Manager of NCPA to incorporate an integration charge into NCPA's offer made to Sierra Valley Energy Authority, that would be separately stated, and may or may not be included in the regular operations negotiating range stated above if such is deemed appropriate by the General Manager, based on estimated costs associated with integrating Sierra Valley Energy Authority into NCPA's business processes.

Assistant General Manager Dave Dockham provided a brief background on the Sierra Valley Energy Authority. The Sierra Valley Energy Authority is the result of Placer County forming a Joint Powers Authority for the purpose of establishing and managing a Community Choice Energy program. NCPA staff Tony Zimmer gave a detailed presentation discussing the services agreement structure, compensation and modeling assumptions.

Motion: A motion was made by Gary Plass and seconded by Greg Scharff to adopt resolution approving the Provision of Services to the Sierra Valley Energy Authority. The motion carried by a majority on a roll call vote of those members present.

BART, Plumas-Sierra REC, Redding, and Truckee Donner were absent.

Non essential Members and staff left the meeting for item 28.

CLOSED SESSION

Item #28 – 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.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated there was no reportable action taken on closed session item 28.

INFORMATIONAL ITEMS

Item #29 – Hydrology Report – update and presentation

Assistant General Manager Ken Speer gave an update and presentation on the hydroelectric project.

NEW BUSINESS

Chair Lingl noted that a Nominating Committee was appointed to select the FY18 Executive Committee Officers and Members.

ADJOURNMENT

The May 25, 2017, Commission meeting was adjourned at 10:33 am.

Respectfully submitted,

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CARY A. PADGETT

Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting of May 25, 2017
Attendance List**

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

NAME	AFFILIATION
Gay Phang	Denise Burt
Liz Kirkley	Lodi
David Hasek	Healdsburg
Roger Frith	Biggs
Tom Miller	City of Shasta Lake
Monty Hanks	NCPA
Ruth Zuger	
Michelle Bertolino	Roseville
Ken Speer	NCPA
Kathleen Hughes	SVP
Mico Procos	AMP
Dee Dodgson	NCPA
Mel Brandi	Ukiah
Diana Lucchetti	Ukiah
Jane Cirrinione	NCPA
Jane Luckhardt	NCPA
Randy Howard	NCPA
Bob Craig	Compos
Tony Zimmer	NCPA
Clay Padgett	NCPA

Northern California Power Agency
Commission Meeting of May 25, 2017
COMMISSIONER
Attendance List

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

MEMBER	NAME
ALAMEDA	Madeline Heaton
BIGGS	Roy L. Lueb
GRIDLEY	Gary Davidson
HEALDSBURG	Mark Chandler
LODI	Mark Chandler
LOMPOC	Bill Ayl
PALO ALTO	Bill Ayl
PORT OF OAKLAND	Basil Wong
PLUMAS-SIERRA REC	
REDDING	
ROSEVILLE	Jonni Gore
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
SANTA CLARA	Teresa O'Neill
TRUCKEE DONNER	
UKIAH	Douglas CRANE

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: 5/25/17

Consent Items Listed on the Agenda: # 10 to # 24


Consent Items Removed from the Agenda and Approved Separately:

0

ROLL-CALL VOTE BY MEMBERS: Ukiah / LOD

Member	Item Numbers Abstained	Vote	Absent
Alameda	<u>20, 23</u>	<u>Y</u>	
BART			<u>X</u>
Biggs		<u>X</u>	
Gridley		<u>X</u>	
Healdsburg		<u>X</u>	
Lodi		<u>X</u>	
Lompoc		<u>X</u>	
Palo Alto	<u>20</u>	<u>X</u>	
Port of Oakland	<u>16, 19, 20, 23</u>	<u>Y</u>	
Redding			<u>X</u>
Roseville		<u>X</u>	
Santa Clara		<u>X</u>	
Truckee Donner			<u>X</u>
Ukiah		<u>Y</u>	
Plumas-Sierra			<u>X</u>

ATTEST:


 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic: item 25

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u> </u>	<u> </u>
BART	<u> </u>	<u> </u>	<u>X</u>
Biggs	<u>Y</u>	<u> </u>	<u> </u>
Gridley	<u>Y</u>	<u> </u>	<u> </u>
Healdsburg	<u>Y</u>	<u> </u>	<u> </u>
Lodi	<u>Y</u>	<u> </u>	<u> </u>
Lompoc	<u>Y</u>	<u> </u>	<u> </u>
Palo Alto	<u>Y</u>	<u> </u>	<u> </u>
Plumas-Sierra	<u> </u>	<u> </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u>X</u>	<u> </u>
Redding	<u> </u>	<u> </u>	<u>X</u>
Roseville	<u>Y</u>	<u> </u>	<u> </u>
Santa Clara	<u>Y</u>	<u> </u>	<u> </u>
Truckee Donner	<u> </u>	<u> </u>	<u>X</u>
Ukiah	<u>Y</u>	<u> </u>	<u> </u>

Passed and adopted this 25th day of May 2017, by the above vote on roll call.

Bob Lingl
BOB LINGL
Chair

ATTEST: Cary A. Padgett
CARY A. PADGETT
Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic: item 26

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u> </u>	<u> </u>
BART	<u> </u>	<u> </u>	<u>X</u>
Biggs	<u>Y</u>	<u> </u>	<u> </u>
Gridley	<u>Y</u>	<u> </u>	<u> </u>
Healdsburg	<u>Y</u>	<u> </u>	<u> </u>
Lodi	<u>Y</u>	<u> </u>	<u> </u>
Lompoc	<u>Y</u>	<u> </u>	<u> </u>
Palo Alto	<u>Y</u>	<u> </u>	<u> </u>
Plumas-Sierra	<u> </u>	<u> </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u> </u>	<u> </u>
Redding	<u> </u>	<u> </u>	<u>X</u>
Roseville	<u>Y</u>	<u> </u>	<u> </u>
Santa Clara	<u>Y</u>	<u> </u>	<u> </u>
Truckee Donner	<u> </u>	<u> </u>	<u>X</u>
Ukiah	<u>Y</u>	<u> </u>	<u> </u>

Passed and adopted this 25th day of May 2017, by the above vote on roll call.

Bob Lingl
BOB LINGL
Chair

ATTEST: Cary A. Padgett
CARY A. PADGETT
Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic: item # 27

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u> </u>	<u> </u>
BART	<u> </u>	<u> </u>	<u>X</u>
Biggs	<u>Y</u>	<u> </u>	<u> </u>
Gridley	<u>Y</u>	<u> </u>	<u> </u>
Healdsburg	<u>Y</u>	<u> </u>	<u> </u>
Lodi	<u>Y</u>	<u> </u>	<u> </u>
Lompoc	<u>Y</u>	<u> </u>	<u> </u>
Palo Alto	<u>X</u>	<u> </u>	<u> </u>
Plumas-Sierra	<u> </u>	<u> </u>	<u>X</u>
Port of Oakland	<u>Y</u>	<u> </u>	<u> </u>
Redding	<u> </u>	<u> </u>	<u>X</u>
Roseville	<u>Y</u>	<u> </u>	<u> </u>
Santa Clara	<u>Y</u>	<u> </u>	<u> </u>
Truckee Donner	<u> </u>	<u> </u>	<u>X</u>
Ukiah	<u>Y</u>	<u> </u>	<u> </u>

Passed and adopted this 25th day of May 2017, by the above vote on roll call.

Bob Lingl
BOB LINGL
Chair

ATTEST: Cary A. Padgett
CARY A. PADGETT
Assistant Secretary



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 5

Date: June 22, 2017
To: NCPA Commission
Subject: May 17, 2017 Special Facilities Committee Meeting & June 7, 2017 Facilities Committee Meeting Minutes

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



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

To: NCPA Facilities Committee
From: Michelle Schellentrager
Subject: May 17, 2017 Special Facilities Committee Meeting Minutes

1. **Call Meeting to Order & Roll Call** - The meeting was called to order by Committee Chair Melissa Price at 9:05am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger (Alameda), Mark Sorensen (Biggs), Jiayo Chiang (Lodi), Tikan Singh (Lompoc), Monica Padilla (Palo Alto), Mike Brozo (Plumas-Sierra), Shannon McCann (Roseville), and Steve Hance and Kathleen Hughes (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Sierra Valley Energy Authority Discussion** – Tony Zimmer briefly reviewed the background on Sierra Valley Energy Authority:
- Sierra Valley Energy Authority is the result of Placer County forming a JPA to establish a CCA
 - Up to this point, NCPA has been assisting (scheduling, portfolio composition) via a Consulting Services Agreement
 - It is projected that SVEA will serve a majority of the load in Placer County (excluding the City of Roseville)
 - They have expressed an interest in long-term scheduling and portfolio management services from NCPA
 - SVEA currently has no generation in their portfolio

Power Management staff has developed a draft Services Agreement to use as a guide for negotiating the structuring under which NCPA may supply services to SVEA. NCPA did not seek Committee approval of the Agreement itself; rather Staff are seeking Commission approval and delegation of authority to enable NCPA to move forward with negotiations with SVEA regarding prospective services. NCPA staff proposed to use the Nexant Cost Allocation Model to form an estimate of the cost of services.

Members asked for clarification regarding how SVEA approached NCPA about possibly providing these services. Staff explained that SVEA did approach NCPA directly, and that NCPA has verified that SVEA had approval to pursue sole-sourcing (verification was provided Placer County's procurement office). NCPA already has a relationship with Placer County under an existing professional services agreement.

Staff reviewed the assumptions built into the Nexant Cost Allocation model. For example, NCPA used load amounts adjusted for SVEA's projected buildout over the next two (2) years.

Members noted that the Direct Assignment Categories looked similar to those assigned to the Pool, and asked whether this would cause the services provided to the Pool to be reduced and/or impact staff resources that are currently allocated towards the Pool. Staff do not anticipate that bringing on SVEA will require additional, but acknowledge that NCPA staff will need to work more efficiently to maintain the current level of services provided to members.

NCPA staff presented a spreadsheet which outlined the estimated costs for services for SVEA, including variables factored into the models in each area. The estimates were based on the Nexant Cost Allocation Model, and staff gave examples of two methods for splitting the costs: Scenario A had the directly assigned costs allocated to SVEA coming all from the Pool direct assignments, while Scenario B had the directly assigned costs allocated to SVEA coming partially from the Pool and partially from the resources. Staff also reiterated that any revenues earned from supplying services to SVEA will be allocated in accordance with policies established by the Commission. NCPA staff feel that Scenario B is more equitable.

There was a discussion as to what the split should be, and if NCPA's Scenario B results in a fair distribution of the directly assigned costs. Staff explained that the directly assigned costs were being split 50/50 between the Pool and resources for simplicity, but alternatives were also available. Members expressed a preference for splitting the directly assigned costs using a weighted average approach, where the costs would be allocated in the same proportion as are directly assigned in the model (approximately 69% Pool/31% Resource Planning). Members requested that it be reflected in the minutes that this would be the preferred percentage of the split, and staff agreed to adjust the modeling assumptions accordingly.

Staff then discussed two scenarios for the modeling estimate. Scenario A was based on a full buildout by SVEA, while Scenario B was based on a phased buildout. The specific cost for Scenario A would be \$515,000 with an escalated annual 2% increase. Scenario B would cost \$485,000 for the first year and \$515,000 for the second year, with subsequent escalated annual increases of 2%. Staff pointed out that Scenario B would likely be more appropriate, as SVEA will have less load in the first year according to their roll out schedule. Additionally, the fact that Scenario B factors in the phased rollout for SVEA could make NCPA's offer appear more competitive.

Members asked whether a provision to adjust the rate if additional load is added ahead of schedule in Scenario B should be included. Staff said they could consider this request, although they don't feel it is necessary, as SVEA's timeline is already quite ambitious, so the likelihood of load being brought online ahead of schedule is very low.

Members suggested including a line-item to charge actual costs for setup and materials in the contract. Staff explained that the draft Agreement does include provisions to charge for those implementation costs, although we did not include those fees in the contracts for PCWA or Merced. Randy Howard recommended calling out those setup costs. Dave Dockham shared the fee structure from the MEID agreement, to allow Members to compare that with the draft Agreement being presented for SVEA.

A formal recommendation was not made by the Facilities Committee, however, the committee members present expressed their support for the recommendation from NCPA for Commission approval to enable NCPA to develop and negotiate a Services Agreement with Sierra Valley Energy Authority, under which NCPA could supply certain scheduling and portfolio management services to SVEA.

ADJOURNMENT

The meeting was adjourned at 10:50am.

**Northern California Power Agency
May 17, 2017 Special Facilities Committee Meeting
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
ROSEVILLE	
SANTA CLARA	
TID	
UKIAH	

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

[illegible]



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

To: NCPA Facilities Committee
From: Michelle Schellentrager
Subject: June 7, 2017, Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Melissa Price at 9:01am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Sara Liuba (Alameda), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Monica Padilla (Palo Alto), Basil Wong (Port of Oakland), Steve Hance, Kathleen Hughes, and Erika Jue (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Turlock, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

Ken Goeke introduced Derrick Mirikitani, who was recently hired as a Sr. Energy Resource Analyst, and gave some background on his previous experience in the utility industry.

2. **Approve minutes from the May 3rd and May 17th Facilities Committee Meetings.** A motion was made by Mike Brozo and seconded by Shannon McCann recommending approval of the May 3rd and May 17th Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville and Santa Clara. The motion passed.
3. **All Generation Services Facilities, Members, SCPPA & SCPPA Members – Mark II Construction, Inc. for Multi-Site Physical Security Upgrade Project** – Staff recommended approval of a public works agreement with Mark III Construction, Inc. for the purchase and installation of security systems at multiple NCPA Generation Services projects.

In 2015, NCPA hired a consultant to perform an extensive security audit of NCPA's facilities and projects. During that audit, the consultant identified security risks and analyzed the likelihood of occurrence, as well as recommended improvements to mitigate risk.

The funds for this project are encumbered from previous years' budgets, with the exception of the funds for the CT1 improvements. Members requested more information on the CT1 upgrades, including where the funds for the shortfall will come from. Staff explained that a portion of the contingency funds for CT1 will come from amounts already budgeted for other security upgrades, while additional funds will need to be provided by the Members. Shannon McCann requested to see a breakout of STIG costs prior to this item going before the Commission. Construction will start this summer with anticipated completion by December.

Members wanted confirmation that the security upgrades aligned with security mandates from NERC. Staff were able to confirm that the recommended upgrades were vetted against NERC/FERC/CIP policies, and fulfilled the requirements outlined in those policies. Members

encouraged NCPA to explore the potential impacts to insurance premiums, including the possibility for insurance premium decreases with completed upgrades. Staff assured Members that this will be factored when NCPA goes out to market for insurance in the fall. A draft Commission Staff Report was available for review.

Motion: A motion was made by Shannon McCann and seconded by Melissa Price recommending Commission approval of authorization for the General Manager to Increase CT1 FY17-18 budget by \$221,620 to address budgeted shortfall and to execute a public works agreement with Mark III Construction, Inc. and to issue purchase orders and change orders for not to exceed \$1,283,481 for the installation of security systems at NCPA Geothermal, Combustion Turbines, and Hydroelectric Projects.. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

4. **Hydroelectric Facility – Collierville Unit 2 Generator** – Staff recommended approval for the General Manager to enter into one or more agreements for repair of the Collierville Unit 2 Generator. NCPA's hydroelectric facilities are at capacity and this is a critical time for generation. On Sunday, the Unit 2 generator tripped and went offline. Crews have located the ground that tripped, but the unit will be out of service until it is fixed. To do a full repair would require a 6-8 week outage while the unit was disassembled and a complete rewind was performed, during which time there could be revenue losses of between \$75,000-\$100,000 per day. Instead, Staff is proposing a temporary fix in which they will bypass the copper to keep the unit balanced and bring the unit back online at partial capacity.

Members asked why measures were not taken pre-emptively to prevent this issue. Staff explained that it is nearly impossible to predict when these failures could happen. These units typically do not begin to have issues until the 30-40 year timeframe, which NCPA's units are still 3-4 years away from. Members wanted additional information on the impacts of the unit being offline for those Members that may have sold system capacity for Collierville in 2017. Tony Zimmer stated that those who have sold capacity will need to arrange for alternative supply and/or renegotiate with the counter-party if the unit becomes unavailable; Tony has stated he would be happy to assist any Members who may be faced with that situation.

There is currently enough money in the maintenance reserve fund to fully rewind the unit (complete the full repair). At this time Staff are not asking for any additional funds, they are simply seeking approval to spend the funds to complete this temporary fix. If the amount needed exceeds \$250,000, a Special Commission Meeting may be called to approve additional funds.

Motion: A motion was made by Monica Padilla and seconded by Tikan Singh recommending Commission approval for the General Manager to enter into one or more agreements and to issue purchase orders, with a total not-to-exceed amount of \$1,000,000 for repair of the Collierville Unit 2 Generator and related facilities at the NCPA Hydroelectric Project. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

5. **All Generation Services Facilities, Members, SPPA – RADCO Communications LLC** – Staff recommended approval of a five year Multi-Task General Services Agreement with RADCO Communications LLC, with a not to exceed amount of \$1,000,000. This would be a renewal of a previous contract with RADCO, which is about to expire. NCPA has utilized RADCO for tower maintenance services many times before. A draft Commission Staff Report was available for review

Motion: A motion was made by Shannon McCann and seconded by Steve Hance recommending Commission approval of a Multi-Task General Services Agreement with RADCO Communications LLC for communication maintenance services related to microwave communication project support and plant operations, with any non substantial changes

recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

6. All Generation Services Facilities, Members, SCPPA – Stantec Consulting Services, Inc. –

Staff recommended approval of a five year Multi-Task Consulting Services Agreement with Stantec Consulting Services, Inc. for various professional and engineering services, such as civil, environmental, geotechnical, and structural engineering, with a not to exceed amount of \$1,000,000. NCPA has similar agreements with Sage Engineering and Condor Earth Technologies. This is an enabling agreement, and no funds are being committed at this time. A draft Commission Staff Report was available for review

Motion: A motion was made by Mike Brozo and seconded by Shannon McCann recommending Commission approval of a Multi-Task Consulting Services Agreement with Stantec Consulting Services, Inc. for engineering consulting services related to project support and plant operations, with any non substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

7. All Generation Services Facilities, Members, SCPPA – DRS Marine, Inc. – Staff recommended approval of a five year Multi-Task General Services Agreement with DRS Marine, Inc. for underwater diving, maintenance, and inspection services, with a not to exceed amount of \$1,000,000. NCPA has utilized DRS Marine, Inc. frequently over the past few years, and they have consistently been low bidders. NCPA has similar agreements with Ballard Diving and Salvage and Global Diving and Salvage, Inc. This is an enabling agreement, and no funds are being committed at this time. A draft Commission Staff Report was available for review

Motion: A motion was made by Monica Padilla and seconded by Shannon McCann recommending Commission approval of a Multi-Task General Services Agreement with DRS Marine, Inc. for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services, with any non substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

8. All Generation Services Facilities, Members, SCPPA – Global Diving and Salvage, Inc. – Staff recommended approval of a five year Multi-Task General Services Agreement with Global Diving and Salvage, Inc. for underwater diving, maintenance, and inspection services, with a not to exceed amount of \$1,000,000. NCPA has similar agreements with Ballard Diving and Salvage and DRS Marine, Inc. This is an enabling agreement, and no funds are being committed at this time. A draft Commission Staff Report was available for review

Motion: A motion was made by Shannon McCann and seconded by Mike Brozo recommending Commission approval of a Multi-Task General Services Agreement with Global Diving and Salvage, Inc. for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES =

Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

- 9. All Generation Services Facilities – Univar USA, Inc. First Amendment – Staff** recommended approval of an amendment to the existing five year Multi Task Agreement for purchase of Equipment, Materials and Supplies with Univar USA, Inc. Since signing the original agreement in 2013, Geo Staff have determined it would be beneficial to switch chemicals for use in the Stretford abatement system; currently, soda ash is used and staff are proposing a switch to a caustic system. This First Amendment will expand the Scope of Services to include these new chemicals, and will also increase the not to exceed amount from \$250,000 to \$1,200,000 in order to allow this agreement to be used by all NCPA Facilities. This is an enabling agreement, and no funds are being committed at this time. A draft Commission Staff Report was available for review

Motion: A motion was made by Shannon McCann and seconded by Alan Hanger recommending Commission approval of the First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc. with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,200,000 over five years for use at all NCPA facilities. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

- 10. Geothermal Facility – Brian Davis dba Northern Industrial Construction Public Works –** Staff recommended approval of a Public Works Agreement between NCPA and Brian Davis dba Northern Industrial Construction for the construction of a Plant 2 Sulfur Platform at the Geothermal Facility, with a not to exceed amount of \$731,944. Staff explained that the current platform is failing due to numerous issues, the primary of which is extensive rust to the frame of the platform. The cost to repair the current platform is more than the cost to replace it. NCPA went through the standard bid process, however, Brian Davis dba Northern Industrial Construction was the only contractor to attend the mandatory bid walk. The original bid was \$679,645.60, but Staff are requesting an additional \$52,299 to cover any contingencies. Members wanted to know why there were no additional bidders. Staff explained that the remote location of our Geothermal Facility was likely a factor. A draft Commission Staff Report was available for review

Motion: A motion was made by Shannon McCann and seconded by Alan Hanger recommending Commission approval of a public works agreement with Brian Davis dba Northern Industrial Construction and delegate to the General Manager authority to issue purchase orders and change orders for not to exceed of \$731,944 for the Sulfur Platform project at the NCPA Geothermal Plant 2 Facility. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Port of Oakland The motion passed.

- 11. CAISO Overgeneration Update (Informational Only) –** Staff provided an update on procedures related to CAISO overgeneration. Staff shared the dates of the overgeneration messages received so far in 2017, and identified a pattern of overgeneration notifications on weekends, possibly due to lighter loads on the system those days. Staff shared an overview of the overgeneration procedures. The CAISO uses penalty factors to determine which units are cut when overgeneration occurs. The CAISO is working to ensure cuts are equitable, although it appears they tend to cut larger generation units. Members asked what effects this has on self-scheduled base-load units. NCPA staff hopes it will take time before Geo units are cut, and assured Members that if NCPA anticipates negative prices (between -\$50 and -\$100), their procedure includes plans to cut generation during the day.

- 12. Consent Calendar for Facilities Meetings –** Committee discussed the concept of implementing a consent calendar in the Facilities Committee meetings. Staff presented some of

the procedural and logistical issues that could arise with implementation of a consent calendar. Palo Alto stated they did not support a consent calendar for Facilities meetings. Randy Howard mentioned that the current Commission Chair had also voiced opposition for a consent calendar. The Committee agreed to not implement a consent calendar for Facilities meetings. After discussion, however, it was decided that the Facilities committee will begin to identify on their agenda which items should go on the consent calendar for the Commission meeting, and which they recommend should be set aside for further discussion by the Commission.

13. Planning and Operations Update

- The TO18 proceeding continues to advance. A hearing is scheduled for June 12th in Washington, D.C, which NCPA's Council plans to attend. Submission of the interveners' testimony will be due in July.
- NCPA continues to meet with PG&E to work on development of a Order 890 compliant transmission planning process. NCPA has provided a timeline and deliverables to PG&E.
- NCPA has an internal group working on the gas transportation storage rate case issue. NCPA has begun internal analysis to mitigate impact to LEC, and NCPA continues to work with NCGC and L&R on these issues.
- Power Management Staff continue to meet with Merced Irrigation District to develop processes and procedures in anticipation of the transmission scheduled on July 1st; when Merced will begin receiving Power Management services from NCPA.
- NCPA has provided a proposal to Modesto Irrigation District for L&R services.
- City of Shasta Lake have been approved as full NCPA Member effective June 1, 2017. James Takehara and Tony Zimmer continue to assist with providing information to Shasta Lake on Power Management services available to them.
- NCPA will begin working on the PCWA integration as soon as Merced is fully integrated. IS has already begun analyzing connections to PCWA units and software that may be required.
- Tony Zimmer continues to meet with Sierra Valley Energy Authority (SVEA). At this time, Colfax and Auburn are the only cities that have signed up to participate with SVEA. SVEA has stated they intend to file their scheduling coordinator application with the CAISO within the next week, however, there are still a number of milestones (some which require availability of funds) that SVEA has to meet.
- The UD revenue allocation group have made progress. The group is recommending that 90% of the revenues be allocated to Members and non-Member project participants using the Nexant Model, while the remaining 10% should be allocated only to Members based on A&G.
- Repairs on Adit 4 began on Monday, with the contractor arriving on site. This project needs to be completed prior to the next rain season. Contractors for the Beaver Creek repair project also arrived on site on Monday. NCPA has received a permit to start construction from the Army Corps of Engineers, and are currently in Phase II of the project. Staff are working on a bid package for large sediment removal work, and are hoping to schedule a job walk within a week or so. Staff continues to work with FEMA and insurance underwriters for both projects.





14. Schedule next meeting date – the next regular Facilities Committee meeting is scheduled for July 6th.

ADJOURNMENT

The meeting was adjourned at 11:10am.

**Northern California Power Agency
June 7, 2017 Facilities Committee Meeting
Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
ROSEVILLE	
SANTA CLARA	
TID	
UKIAH	

**Northern California Power Agency
June 7, 2017 Facilities Committee Meeting
Attendance List**

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

NAME	AFFILIATION
Carrie Polko	NCPA
Michelle Schellentrager	NCPA
Dave Poddusun	NCPA
Randy Baersao	NCPA
Aaron Werner	NCPA
Ron Yuen	NCPA
Mike Brozo	PSREC
Marty LeBrett	NCPA
Shannon McCann	Roseville
Marty Hawks	NCPA
James Taketara	NCPA
Dennis Sismaet	NCPA
Ken Goerke	NCPA
Melissa Price	Lodi
Tony Zimma	NCPA
Bob Caracrist	"
John Luckhardt	NCPA
Ken Speer	NCPA



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 6

Date: June 22, 2017
To: NCPA Commission
Subject: May 10, 2017 Finance Committee Meeting Minutes

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



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes

Date: May 18, 2017
To: NCPA Finance Committee
From: Trisha Hubbard, Administrative Assistant
Subject: May 10, 2017 Finance Committee Meeting Minutes

Finance Committee Attendees:

Committee Members

Madeline Deaton, Chair	Alameda	attended
Ann Hatcher	Santa Clara	call-in
Melissa Price	Lodi	call-in
Matt Michealis	Gridley	call-in
Philip McAvoy	Roseville	call-in

Member Staff

Jacquelyn Flickinger	Roseville	attended
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Attended:

Consultants in attendance:

Mike Berwanger	PFM
Rian Irani	PFM
Larry Sobel	Orrick
Mark Bauer	Orrick

NCPA Staff in attendance:

Monty Hanks
Sondra Ainsworth
Jane Luckhardt
Trisha Hubbard

1. Call Meeting to Order

Madeline Deaton called the meeting to order at 10:02 a.m.

2. Roll call – Roll call was conducted as listed above. A quorum of the Committee was established.

3. Approve the February 8 and April 5, 2017 Meeting Minutes

Motion: a motion was made by Philip McAvoy and seconded by Melissa Price recommending approval of the February 8, 2017 as well as the April 5, 2017 Finance Committee meeting minutes. A vote was taken by roll call: YES = Madeline Deaton (Alameda), Melissa Price (Lodi), Matt Michaelis (Gridley), and Philip McAvoy (Roseville). The motion passed.

PUBLIC FORUM

Ms. Deaton asked if anyone wished to address the Committee on matters within the jurisdiction of the Committee. There were no requests for public comment at the site or at any of the teleconference locations.

REPORTS AND COMMITTEE ACTION ITEMS

4. Report on Current Financial Market Conditions or Issues

Michael Berwanger of PFM reported that current interest rates are at or below all-time historical lows. Overall general volatility with intermediate and long-term yields increasing during the latter third of April reversing most of the decrease in interest rates during the first few weeks of the month. SIFMA and LIBOR have remained relatively flat in April, after having adjusted higher with the Fed's decision to raise rates in December 2016 and again in March 2017. After a record issuance in 2016 and a heavy January, volume in the Muni market supply and demand was down by 24% in February, March and April compared to 2016. Consensus is that interest rates are forecasted to continue to go up. There is a 100% probability of another rate hike by June. Resets on NCPA Hydro Project 2008 Series A and B continue to be favorable.

5. Report on NCPA's Debt Portfolio

Mr. Berwanger provided a presentation with a review of NCPA's debt portfolio. He reviewed how the Agency's bonds are structured and how Members' rating affect NCPA projects. The overall debt on NCPA Projects is relatively short, noting that the Geothermal debt will be paid off in 2024. The Hydro 2008 C bonds are up for refunding at the end of this year. PFM will be watching closely, as well as continuing to monitor the Hydro Series A and B bonds. Mr. Berwanger discussed how the Hydro bonds were structured and the reasons behind it. The Capital Facilities bonds all have a fixed rate and a large amount of the Lodi Energy Center bonds are Build America Bonds which are taxable.

6. Biennial Review of Debt and Interest Rate Management Policy

Biennial review of this policy is an Agency requirement. Since the last review, SB1029 passed in December 2016 which requires a debt policy to be in place and requires 30 day advance notice of any debt issuance. PFM assisted with adding language to the policy which addresses SB1029 requirements. The remainder of the policy was reviewed but remains unchanged. Melissa Price asked for more information related to the changes that were made in 2015. Staff will follow-up with that request.

Motion: A motion was made by Melissa Price and seconded by Ann Hatcher recommending Commission approval of the changes made to Debt and Interest Rate Management Policy addressing SB1029 requirements. A vote was taken by roll call: YES = Madeline Deaton (Alameda), Ann Hatcher (Santa Clara), Melissa Price (Lodi), and Matt Michaelis (Gridley). Philip McAvoy was absent at the time a vote was conducted. The motion passed.

7. First Amendment to Consulting Services Agreement with Public Financial Management, Inc.

PFM staff in attendance excused themselves from the meeting at this time.

Sondra Ainsworth reported that the current Financial Advisor agreement expires May 31, 2017. Staff is recommending extending the agreement until September 1, 2017 in order for staff to conduct the Request for Proposal process more thoroughly. Staff is recommending approval of The First Amendment to the Consulting Services Agreement with Public Financial Management, Inc. for an amount not to exceed \$16,750 expiring on September 1, 2017.

Motion: A motion was made by Ann Hatcher and seconded by Matt Michaelis recommending Commission approval of the First Amendment to the Consulting Services Agreement with PFM, Inc. for an amount not to exceed \$16,750 expiring no later than September 1, 2017. A vote was taken by roll call: YES = Madeline Deaton (Alameda), Ann Hatcher (Santa Clara), Melissa Price (Lodi), and Matt Michaelis (Gridley). Philip McAvoy was absent at the time the vote was conducted. The motion passed.

8. Selection of Audit Services Provider and Award of Contract

Sondra Ainsworth reported that the Moss Adams Audit Services agreement has expired with the firm having been our provider for the past nine years. A Request for Proposal (RFP) for audit services was issued in March seeking proposals for a 3 year term including 2 possible extensions for a total term not to exceed nine years. The RFP was distributed to 17 accounting firms and 6 proposals were received. Upon evaluation three firms were placed on a shortlist and interviews were conducted by a selection panel consisting of Sondra Ainsworth, Eric Siu, Jacquelyn Flickinger, Melissa Price and Robert Orbeta. Following the interview process, the selection panel unanimously found Baker Tilly Virchow Krause, LLP to be the lowest bidder as well as the overall most responsive bidder. Staff conducted reference checks and received stellar reviews from 4 of Baker Tilly's smaller clients. The Committee is recommending Commission approval to enter into a Multi-Task Consulting Services Agreement with Baker Tilly for a three-year term with two possible extensions.

Philip McAvoy added that Roseville also has prior experience working with Baker Tilly and has been very pleased with their performance. Madeline Deaton thanked the selection panel for their participation. Melissa Price commended Sondra Ainsworth and Eric Siu for their work and preparation throughout the selection process.

Motion: A motion was made by Melissa Price and seconded by Philip McAvoy recommending Commission approval to award the Audit Services Agreement to Baker Tilly Virchow Krause, LLP for an amount not to exceed \$300,000 over three years. A vote was taken by roll call: YES = Madeline Deaton (Alameda), Ann Hatcher (Santa Clara), Melissa Price (Lodi), Matt Michaelis (Gridley) and Philip McAvoy (Roseville). The motion passed unanimously.

NEW BUSINESS

9. Other Items of Interest to the Finance Committee

Financial Advisor RFP - Staff will be working to distribute the Request for Proposal for financial advisors and arrange the selection panel.

Investment Policy – Monty Hanks may be seeking a recommendation to modify certain sections to better align with State Code and possibly improve on investment diversification opportunities.

10. Next Finance Committee Meeting

The next regular Finance Committee meeting is scheduled for August 9, 2017 at 10:00 a.m.

ADJOURNMENT

The meeting was adjourned at 11:15 a.m.




Commission Staff Report

June 22, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: May 2017 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<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"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify:

RECOMMENDATION:

Approval by all members.

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the June 29, 2017 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 2017 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of May 2017

Operations:

Geothermal	\$ 1,030,855
Hydroelectric	3,260,420
CT#1 Combustion Turbines	111,927
CT#2 STIG	604,026
Lodi Energy Center	5,930,662
NCPA Operating	<u>20,753,978</u>
Total	<u><u>\$ 31,691,868</u></u>

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MAY 31, 2017

PERCENT OF
YEAR ELAPSED
92%

	This Month	Actual Year To-Date	FY 2017 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,279,961	\$ 12,510,550	\$ 13,601,891	92%	
Debt Service (Net)	3,187,715	35,064,860	38,252,575	92%	
Annual Budget Cost	4,467,676	47,575,410	51,854,466	92%	
Geothermal					
Other Plant Cost	2,058,109	22,771,947	28,035,560	81%	
Debt Service (Net)	375,667	4,383,061	5,109,745	86%	
Annual Budget Cost	2,433,776	27,155,008	33,145,305	82%	
Combustion Turbine No. 1	324,681	3,192,721	2,648,330	121%	(a)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	57,564	745,675	936,070	80%	
Other Plant Cost	278,302	1,738,628	2,025,600	86%	
Debt Service (Net)	468,797	5,156,771	5,625,568	92%	
Annual Budget Cost	804,663	7,641,074	8,587,238	89%	
Lodi Energy Center					
Fuel	132,824	8,077,929	44,100,578	18%	
Other Plant Cost	1,159,231	16,630,825	22,453,402	74%	
Debt Service (Net)	2,202,269	24,214,917	26,437,261	92%	
Annual Budget Cost	3,494,324	48,923,671	92,991,241	53%	
Member Resources - Energy	5,723,188	43,689,420	45,637,694	96%	(b)
Member Resources - Natural Gas	447,657	4,731,997	4,877,728	97%	(c)
Western Resources	3,746,875	25,350,786	30,288,301	84%	
Market Power Purchases	1,857,894	28,932,153	39,302,363	74%	
Load Aggregation Costs - CAISO	19,433,009	167,642,609	240,128,621	70%	
Net GHG Obligations	-	602,510	2,539,910	24%	
	42,733,743	405,437,359	552,001,197	73%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	393,692	3,400,643	3,799,908	89%	
Wheeling Access Charge	7,722,283	74,728,712	74,972,258	100%	(d)
Ancillary Services	296,583	2,634,622	1,421,202	185%	(e)
Other Charges	1,185,337	11,785,026	807,975	1459%	(f)
	9,597,895	92,549,003	81,001,343	114%	

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MAY 31, 2017**

PERCENT OF YEAR ELAPSED
92%

	This Month	Actual Year To-Date	FY 2017 Budget	% Used	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	91,149	1,447,348	1,896,810	76%	
Regulatory Representation	57,705	716,897	794,328	90%	
Western Representation	47,853	508,604	816,695	62%	
Member Services	34,765	341,537	432,215	79%	
Judicial Action	60,658	606,769	625,000	97%	(g)
<u>Power Management</u>					
System Control & Load Dispatch	432,495	4,629,037	5,621,941	82%	
Forecasting, Planning, Prescheduling & Trading	172,093	1,940,349	2,554,949	76%	
Industry Restructuring & Regulatory Affairs	27,232	277,179	414,128	67%	
Contract Admin, Interconnection Svcs & External Affairs	70,122	771,093	1,136,523	68%	
Green Power Project	207	1,810	17,782	10%	
Gas Purchase Program	5,353	56,568	86,550	65%	
Market Purchase Project	7,514	75,075	127,856	59%	
<u>Energy Risk Management</u>					
Settlements	16,056	157,752	211,925	74%	
Integrated Systems Support	40,346	452,606	861,558	53%	
Participant Pass Through Costs	6,240	108,003	310,532	35%	
Support Services	144,706	1,273,014	1,417,039	90%	
	3,886	217,480	-	N/A	
	1,218,380	13,581,121	17,325,831	78%	
TOTAL ANNUAL BUDGET COST	53,550,018	511,567,483	650,328,371	79%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	7,307,409	64,845,379	118,942,685	55%	(h)
Load Aggregation Energy Sales	11,698,979	112,738,548	184,116,660	61%	(i)
Ancillary Services Sales	627,360	3,466,574	3,790,032	91%	
Other ISO Revenue	2,111,148	16,049,801	-	N/A	
Transmission Sales	9,198	101,178	110,376	92%	
Western Credits, Interest and Other Income	1,691,116	21,056,635	14,810,642	142%	
	23,445,210	218,258,115	321,770,395	68%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 30,104,808	\$ 293,309,368	\$ 328,557,976	89%	

- (a) Increase in costs due to greater than projected MWhs of generation. CT1 is at 475% of budgeted MWhs at 5/31/17. Fuel costs, CAISO charges, and other variable costs have all increased as a result of increased generation.
- (b) Variance due primarily to increased quantities of variable intermittent renewable energy purchases by Palo Alto.
- (c) Member Resources Natural Gas budget variance due to an unbudgeted gas hedging contract not included in the FY 2017 budget column. Hedging contract with the Department of General Services was executed subsequent to approval of the FY 2017 budget.
- (d) Variance due to unbudgeted wheeling access charges related to BRT1.
- (e) Ancillary Services variance due to higher than budgeted price per MWh.
- (f) The large budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (g) Variance due to ongoing actual costs related to the CVPIA case which are not included in the FY 2017 Budget column.
- (h) Variance due to lower than anticipated ISO energy sales for the Lodi Energy Center (LEC). Power values in the CAISO markets remain low. As a result, LEC is at 17% of budgeted generation at 5/31/17.
- (i) Market prices down due to increased hydro and solar generation availability in the CAISO markets.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2017	2016
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 42,304	\$ 32,070
Investments	30,037	29,729
Accounts receivable		
Participants	-	-
Other	1,036	509
Interest receivable	96	48
Inventory and supplies	9,703	8,965
Prepaid expenses	1,172	186
TOTAL CURRENT ASSETS	84,348	71,507
RESTRICTED ASSETS		
Cash and cash equivalents	60,300	78,393
Investments	177,559	148,566
Interest receivable	446	347
TOTAL RESTRICTED ASSETS	238,305	227,306
ELECTRIC PLANT		
Electric plant in service	1,501,609	1,500,695
Less: accumulated depreciation	(940,153)	(909,433)
	561,456	591,262
Construction work-in-progress	793	106
TOTAL ELECTRIC PLANT	562,249	591,368
OTHER ASSETS		
Regulatory assets	238,273	250,559
Unused vendor credits	54	225
TOTAL ASSETS	1,123,229	1,140,965
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	49,001	54,996
Pension deferrals	9,093	5,310
TOTAL DEFERRED OUTFLOWS OF RESOURCES	58,094	60,306
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,181,323	\$ 1,201,271

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2017	2016
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 23,854	\$ 19,498
Member advances	993	993
Operating reserves	20,149	18,096
Current portion of long-term debt	39,090	36,730
Accrued interest payable	19,455	17,478
TOTAL CURRENT LIABILITIES	103,541	92,795
NON-CURRENT LIABILITIES		
Net pension liability	57,774	57,260
Operating reserves and other deposits	141,840	134,539
Interest rate swap liability	16,870	22,373
Long-term debt, net	747,562	787,207
TOTAL NON-CURRENT LIABILITIES	964,046	1,001,379
TOTAL LIABILITIES	1,067,587	1,094,174
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	71,440	74,083
Pension deferrals	6,599	4,947
TOTAL DEFERRED INFLOWS OF RESOURCES	78,039	79,030
NET POSITION		
Net investment in capital assets	(69,296)	(68,514)
Restricted	78,890	75,626
Unrestricted	26,103	20,955
TOTAL NET POSITION	35,697	28,067
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,181,323	\$ 1,201,271

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

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

UNAUDITED

	Eleven Months Ended May 31,	
	2017	2016
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 305,009	\$ 300,667
Other Third-Party	116,190	115,967
TOTAL OPERATING REVENUES	421,199	416,634
OPERATING EXPENSES		
Purchased power	176,496	169,038
Operations	46,127	63,389
Transmission	93,353	76,308
Depreciation	28,189	28,102
Maintenance	13,884	19,608
Administrative and general	17,716	17,580
TOTAL OPERATING EXPENSES	375,765	374,025
NET OPERATING REVENUES	45,434	42,609
OTHER (EXPENSES) REVENUES		
Interest expense	(32,960)	(45,649)
Interest income	1,298	2,093
Other	12,521	5,726
TOTAL OTHER EXPENSES	(19,141)	(37,830)
FUTURE RECOVERABLE AMOUNTS	(11,246)	900
REFUNDS TO PARTICIPANTS	(7,313)	(7,602)
INCREASE (DECREASE) IN NET POSITION	7,734	(1,923)
NET POSITION, Beginning of year	27,963	29,990
NET POSITION, Period ended	\$ 35,697	\$ 28,067

OTHER FINANCIAL INFORMATION

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

May 31, 2017

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
ASSETS											
CURRENT ASSETS											
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 72	\$ -	\$ -	\$ 39	\$ 42,190	\$ 42,304	
Investments	-	-	-	-	-	-	-	-	30,037	30,037	
Accounts receivable											
Participants	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	1,033	-	-	1,036	
Interest receivable	-	-	-	-	-	-	37	-	-	59	
Inventory and supplies	4,490	1,079	642	1,405	2,087	-	-	-	-	9,703	
Prepaid expenses	257	181	2	18	204	-	-	-	-	1,172	
Due from Agency and other programs*	17,854	18,288	2,196	(844)	8,496	-	14,521	5,617	492	(66,128)	
TOTAL CURRENT ASSETS	22,602	19,548	2,841	580	10,859	-	15,591	5,674	6,653	84,348	
RESTRICTED ASSETS											
Cash and cash equivalents	6,832	6,434	20	-	15,310	-	3,484	-	28,220	60,300	
Investments	20,300	50,995	5,422	-	29,194	-	18,682	-	52,966	177,559	
Interest receivable	18	133	14	-	52	-	-	-	229	446	
TOTAL RESTRICTED ASSETS	27,150	57,562	5,456	-	44,556	-	22,166	-	81,415	238,305	
ELECTRIC PLANT											
Electric plant in service	568,992	394,216	64,826	36,245	423,640	7,736	-	663	5,291	1,501,609	
Less: accumulated depreciation	(531,600)	(251,766)	(45,972)	(34,280)	(65,724)	(7,736)	-	(355)	(2,720)	(940,153)	
	37,392	142,450	18,854	1,965	357,916	-	-	308	2,571	561,456	
Construction work-in-progress	641	-	-	-	107	-	-	-	45	793	
TOTAL ELECTRIC PLANT	38,033	142,450	18,854	1,965	358,023	-	-	308	2,616	562,249	
OTHER ASSETS											
Regulatory assets	608	148,249	11,605	-	21,445	-	-	-	56,366	238,273	
Unused vendor credits	44	-	-	-	-	-	-	-	10	54	
TOTAL ASSETS	88,437	367,809	38,756	2,545	434,883	-	37,757	5,982	147,060	1,123,229	
DEFERRED OUTFLOWS OF RESOURCES											
Excess cost on refunding of debt	2,052	44,880	2,069	-	-	-	-	-	-	49,001	
Pension deferrals	-	-	-	-	-	-	-	-	9,093	9,093	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	2,052	44,880	2,069	-	-	-	-	-	9,093	58,094	
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 90,489	\$ 412,689	\$ 40,825	\$ 2,545	\$ 434,883	\$ -	\$ 37,757	\$ 5,982	\$ 156,153	\$ 1,181,323	

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY

AND ASSOCIATED POWER CORPORATIONS

(000's omitted)

May 31, 2017

	GENERATING & TRANSMISSION RESOURCES									
	Multiple Capital Facilities					Purchased Power & Transmission				
	Geothermal	Hydroelectric	CT No. One	Lodi Energy Center	Transmission	Associated Member Services	Other Agency	Combined		
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 60	\$ 250	\$ -	\$ -	\$ 131	\$ -	\$ 18,052	\$ -	\$ 5,361	\$ 23,854
Member advances	791	-	-	-	-	-	-	202	-	999
Operating reserves	6,213	250	513	599	12,574	-	-	-	-	20,149
Current portion of long-term debt	3,995	21,385	3,760	-	9,950	-	-	-	-	39,090
Accrued interest payable	396	7,124	619	-	11,316	-	-	-	-	19,455
TOTAL CURRENT LIABILITIES	11,455	29,009	4,892	599	33,971	-	18,052	202	5,361	103,541
NON-CURRENT LIABILITIES										
Net pension liability	-	-	-	-	-	-	-	-	57,774	57,774
Operating reserves and other deposits	17,561	15,811	-	-	1,715	-	22,202	1,941	82,610	141,840
Interest rate swap liability	-	16,870	-	-	-	-	-	-	-	16,870
Long-term debt, net	28,770	333,040	34,419	-	351,333	-	-	-	-	747,562
TOTAL NON-CURRENT LIABILITIES	46,331	365,721	34,419	-	353,048	-	22,202	1,941	140,384	964,046
TOTAL LIABILITIES	57,786	394,730	39,311	599	387,019	-	40,254	2,143	145,745	1,067,587
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	19,338	3,792	984	2,093	42,185	-	-	308	2,740	71,440
Pension deferrals	-	-	-	-	-	-	-	-	6,599	6,599
TOTAL DEFERRED INFLOWS OF RESOURCES	19,338	3,792	984	2,093	42,185	-	-	308	9,339	78,039
NET POSITION										
Net investment in capital assets	(6,039)	(33,977)	(6,608)	-	(22,672)	-	-	-	-	(69,296)
Restricted	8,313	46,392	4,837	-	20,544	-	-	-	(1,196)	78,890
Unrestricted	11,091	1,752	2,301	(147)	7,807	-	(2,497)	3,531	2,265	26,103
TOTAL NET POSITION	13,365	14,167	530	(147)	5,679	-	(2,497)	3,531	1,069	35,697
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 90,489	\$ 412,689	\$ 40,825	\$ 2,545	\$ 434,883	\$ -	\$ 37,757	\$ 5,982	\$ 156,153	\$ 1,181,323

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, 2017

GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
OPERATING REVENUES										
Participants	\$ 7,419	\$ 26,032	\$ 6,691	\$ 2,479	\$ 32,704	\$ -	\$ 214,243	\$ 15,088	\$ 353	\$ 305,009
Other Third-Party	24,753	29,520	212	934	13,002	-	47,757	12	-	116,190
TOTAL OPERATING REVENUES	32,172	55,552	6,903	3,413	45,706	-	262,000	15,100	353	421,199
OPERATING EXPENSES										
Purchased power	-	-	-	-	2,685	-	173,811	-	-	176,496
Operations	13,518	3,048	1,243	1,169	14,814	-	4,732	7,576	27	46,127
Transmission	690	2,458	65	159	346	-	89,631	4	-	93,353
Depreciation	3,501	8,786	2,028	163	13,391	5	-	44	271	28,189
Maintenance	1,237	3,895	643	1,237	3,712	-	-	102	-	13,884
Administrative and general	3,822	2,948	514	579	3,823	-	-	6,037	(7)	17,716
Intercompany (sales) purchases, net*	(524)	195	49	104	242	-	-	(66)	-	-
TOTAL OPERATING EXPENSES	25,302	21,330	4,542	3,411	39,013	5	268,174	13,697	291	375,765
NET OPERATING REVENUES	6,870	34,222	2,361	2	6,693	(5)	(6,174)	1,403	62	45,434
OTHER (EXPENSES) REVENUES										
Interest expense	(740)	(15,887)	(1,728)	-	(14,605)	-	-	-	-	(32,960)
Interest income	276	101	(29)	-	221	-	287	33	409	1,298
Other	782	27	1,094	-	8,394	-	1,957	41	226	12,521
TOTAL OTHER EXPENSES	318	(15,759)	(663)	-	(5,990)	-	2,244	74	635	(19,141)
FUTURE RECOVERABLE AMOUNTS	(1,304)	(10,762)	(1,472)	-	2,287	5	-	-	-	(11,246)
REFUNDS TO PARTICIPANTS	(668)	(2,770)	98	33	(278)	-	(551)	(2,572)	(605)	(7,313)
INCREASE (DECREASE) IN NET POSITION	5,216	4,931	324	35	2,712	-	(4,481)	(1,095)	92	7,734
NET POSITION, Beginning of year	8,149	9,236	206	(182)	2,967	-	1,984	4,626	977	27,963
NET POSITION, Period ended	\$ 13,365	\$ 14,167	\$ 530	\$ (147)	\$ 5,679	\$ -	\$ (2,497)	\$ 3,531	\$ 1,069	\$ 35,697

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
May 31, 2017

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 1,035,601
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u><u>\$ 1,035,601</u></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.




Commission Staff Report

June 22, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: Treasurer's Report for Month Ended May 31, 2017

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify:

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Agency 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 \$38,614,534 of which approximately \$274,211 was applicable to Special and Reserve Fund Deposits, \$3,426,725 to Debt Service and \$34,913,598 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 \$271,458,281 at month end. The current market value of the portfolio totaled \$270,323,195.

The overall portfolio had a combined weighted average interest rate of 0.974% with a bond equivalent yield (yield to maturity) of 0.988%. Investments with a maturity greater than one year totaled \$149,289,000. May maturities totaled \$9 million and monthly receipts totaled \$29 million. During the month \$14 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 16 basis points (from 0.81% to 0.97%) and rates on one year T-Bills increased 10 basis points (from 1.06% to 1.16%).

To the best of my knowledge and belief, all securities held by NCPA as of May 31, 2017 are in compliance with the Agency'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 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

Attachment

NCPA
Market Value
\$270,323,195.
Greater than
1 year
\$149,289,000.

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MAY 31, 2017

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
May 31, 2017**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 32,962,713	\$ 60,659,500	93,622,213	30.19%
Special Deposits	1,001,860	1	1,001,861	0.32%
Construction	949,025	3,977,310	4,926,335	1.59%
Debt Service	3,426,725	50,882,397	54,309,122	17.51%
Special & Reserve	274,211	155,939,073	156,213,284	50.38%
	<u>\$ 38,614,534</u>	<u>\$ 271,458,281</u>	<u>\$ 310,072,815</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 270,323,195</u>
---------------------------------------	-----------------------

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
May 31, 2017**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 28,116,411	\$ 142,788	\$ 247,506	\$ (13,700,689)	\$ (164,297)	\$ (17,675,779)	\$ (3,034,060)
Special Deposits	465,265	5	-	(8,779,184)	-	8,308,280	(5,634)
Construction	-	16,229	870,000	-	-	-	886,229
Debt Service	-	12	4,406,000	-	(10,186,098)	9,137,243	3,357,157
Special & Reserve	-	309,596	3,409,000	-	(3,928,590)	230,256	20,262
	<u>\$ 28,581,676</u>	<u>\$ 468,630</u>	<u>\$ 8,932,506</u>	<u>\$ (22,479,873)</u>	<u>\$ (14,278,985)</u>	<u>\$ 0</u>	<u>\$ 1,223,954</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, 2017**

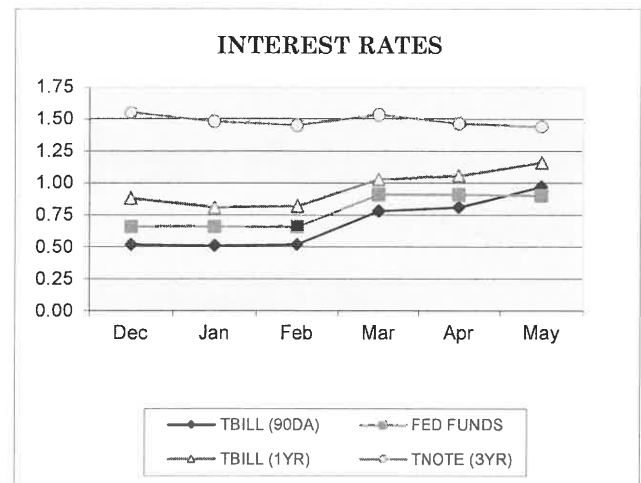
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 164,297	\$ (247,506)	\$ (3,102)	\$ -	\$ -	\$ (86,311)
Special Deposits	-	-	-	-	-	-
Construction	-	(870,000)	(678)	-	-	(870,678)
Debt Service	10,186,098	(4,406,000)	23,575	-	-	5,803,673
Special & Reserve	3,928,590	(3,409,000)	(2,017)	-	-	517,573
	<u>\$ 14,278,985</u>	<u>\$ (8,932,506)</u>	<u>\$ 17,778</u>	<u>\$ -</u>	<u>\$ -</u>	<u>5,364,257</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(17,778)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 5,346,479</u></u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
May 31, 2017

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.974%	0.988%
OPERATING FUNDS:	1.027%	0.992%
PROJECTS:		
Geothermal	1.235%	1.250%
Capital Facilities	1.149%	1.148%
Hydroelectric	1.086%	1.069%
Lodi Energy Center	0.727%	0.697%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	0.90%	0.36%
T-Bills (90da.)	0.97%	0.31%
Agency Disc (90da.)	0.93%	0.46%
T-Bills (1yr.)	1.16%	0.67%
Agency Disc (1yr.)	1.04%	0.72%
T-Notes (3yr.)	1.44%	1.01%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
April 30, 2017**

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	\$ 11,599	\$ 36,850	\$0	\$ -	\$ 4,510	\$ 149,289	\$ -	\$ 202,248	66.47%
US Bank Trust Money Market	13,223							13,223	4.35%
Commercial Paper	5,000							5,000	1.64%
Investment Trusts (LAIF)	50,430							50,430	16.57%
U.S.Treasury Market Acct. *	33,365							33,365	10.97%
U.S.Treasury Bill									0.00%
Certificates of Deposit		10						10	0.00%
Total Dollars	\$ 113,617	\$36,860	\$0	\$0	\$4,510	\$149,289	\$0	\$ 304,276	100.00%
Total Percents	37.34%	12.11%	0.00%	0.00%	1.48%	49.06%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

Northern California Power Agency
Treasurer's Report
05/31/2017

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	5,000,000	0.100	11/26/2014	5,000,000		1	0.100	5,000,000	SYST0101	70101	5,000,000
Local Agency Investm	LAIF	9,147,416	0.776	07/01/2013	9,147,416		1	0.776	9,147,416	SYST0000	70000	9,147,416
Union Bank of Calif	UBOC	133,682	0.002	07/01/2013	133,682		1	0.002	133,682	SYST0014	70014	133,682
US Bank	USB	32,962,711	0.001	06/30/2013	32,962,711		1	0.001	32,962,711	SYST0050	70050	32,962,711
US Bank	USB	10,000	0.050	04/07/2017	10,000	07/07/2017	36	0.050	10,000	SYST0030	30303	10,000
Federal Farm Credit	UBOC	3,626,000	1.290	12/21/2015	3,624,948	11/19/2018	536	1.300	3,623,824	3133FFPJ0	26280	3,625,470
Federal Home Loan Mt	UBOC	9,870,000	1.750	06/09/2015	9,983,900	05/30/2019	728	1.450	9,954,981	3137EADG1	26231	9,927,228
Federal Home Loan Ba	UBOC	7,785,000	1.400	07/19/2016	7,781,108	01/19/2021	1,328	1.411	7,660,206	3130A8P80	26355	7,781,857
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	1,544	1.500	3,442,425	3134GAVH4	26385	3,500,000
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,700	2.200	202,143	3134GAV92	26403	202,000
Fund Total and Average		\$ 72,236,809	0.640		\$ 72,345,765		350	0.601	\$ 72,137,388			\$ 72,290,364

MPP GHG Auction Acct

Local Agency Investm		39,024	0.776	07/01/2013	39,024		1	0.776	39,024	SYST0045	70045	39,024
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SCPA Balancing Account

Local Agency Investm	LAIF	2,507,351	0.776	07/01/2013	2,507,351		1	0.776	2,507,351	SYST0022	70022	2,507,351
Union Bank of Calif	UBOC	32,201	0.005	07/01/2013	32,201		1	0.005	32,201	SYST0023	70023	32,201
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYST0058	70058	0
Federal Home Loan Ba	UBOC	4,510,000	1.000	04/27/2015	4,510,000	04/27/2018	330	1.000	4,503,190	3130A55T2	26223	4,510,000
Federal National Mtg	UBOC	3,962,000	1.625	12/18/2014	4,000,630	11/27/2018	544	1.369	3,981,691	3135GOYT4	26187	3,976,592
Federal National Mtg	UBOC	5,098,000	1.350	04/28/2016	5,098,000	10/28/2019	879	1.350	5,079,647	3135GOJ95	26330	5,098,000
Federal National Mtg	UBOC	5,097,000	1.350	07/28/2016	5,097,000	07/28/2020	1,153	1.350	4,975,131	3136G3T39	26357	5,097,000
Fund Total and Average		\$ 21,206,552	1.257		\$ 21,245,182		660	1.210	\$ 21,079,211			\$ 21,221,144

General Operating Reserve

Local Agency Investm	LAIF	28,075,341	0.776	07/01/2013	28,075,341		1	0.776	28,075,341	SYST0000	70002	28,075,341
Union Bank of Calif	UBOC	145,057	0.002	07/01/2013	145,057		1	0.002	145,057	SYST0019	70019	145,057
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYST0051	70051	0
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	544	1.450	5,999,671	3135GOYT4	26188	5,985,049
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	908	1.430	5,021,159	3135GOZV2	26246	5,020,286
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	1,328	1.463	4,169,176	3133CGMP7	26356	4,281,538
Federal Home Loan Ba	UBOC	16,720,000	1.400	07/19/2016	16,711,640	01/19/2021	1,328	1.411	16,451,978	3130A8P80	26354	16,713,250

Northern California Power Agency
Treasurer's Report
05/31/2017

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
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,454	1.625	5,067,897	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	1,457	1.500	1,269,723	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,462	1.690	10,603,703	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,700	2.200	467,332	3134GAV92	26402	467,000
Federal Home Loan Mt	UBOC	3,408,000	2.150	05/25/2017	3,408,000	02/25/2022	1,730	2.150	3,408,613	3134GBMJ8	26433	3,408,000
Fund Total and Average		\$ 81,143,398	1.312		\$ 81,235,818		830	1.283	\$ 80,679,650			\$ 81,186,521
GRAND TOTALS:		\$ 174,625,783	1.027		\$ 174,865,789		610	0.992	\$ 173,935,273			\$ 174,737,053

*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 05/31/2017

Investment #26330 FNMA Callable quarterly
Investment #26332 FNMA Callable quarterly
Investment #26335 FFCB Callable 6/2/17, then anytime
Investment #26354 FHLB Callable anytime
Investment #26355 FHLB Callable anytime
Investment #26356 FFCB Callable anytime
Investment #26357 FNMA Callable quarterly
Investment #26368 FNMA Callable quarterly
Investment #26385 FHLMC Callable quarterly
Investment #26402 FHLMC Callable 1/26/18, then quarterly
Investment #26403 FHLMC Callable 1/26/18, then quarterly
Investment #26433 FHLMC Callable quarterly



Northern California Power Agency
Treasurer's Report

05/31/2017

Geothermal 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	233,000	0.780	03/29/2017	232,551	06/26/2017	25	0.792	232,872	313385HJ8	26415	232,874
Federal Home Loan Mt	USBT	1,409,000	0.525	01/23/2017	1,405,815	06/27/2017	26	0.533	1,408,197	313397HKO	26387	1,408,466
Federal Home Loan Ba	USBT	234,000	0.550	01/27/2017	233,457	06/28/2017	27	0.558	233,862	313385HL3	26393	233,903
Federal Home Loan Ba	USBT	234,000	0.560	03/01/2017	233,560	06/30/2017	29	0.568	233,850	313385HN9	26408	233,894
Federal Home Loan Ba	USBT	234,000	0.790	04/26/2017	233,666	06/30/2017	29	0.802	233,850	313385HN9	26424	233,851
Fund Total and Average		\$ 2,344,000	0.583		\$ 2,339,049		27	0.592	\$ 2,342,631			\$ 2,342,988

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	124,000	0.780	03/29/2017	123,761	06/26/2017	25	0.792	123,932	313385HJ8	26416	123,933
Federal Home Loan Ba	USBT	125,000	0.550	01/27/2017	124,710	06/28/2017	27	0.558	124,926	313385HL3	26394	124,948
Federal Home Loan Ba	USBT	123,000	0.560	03/01/2017	122,768	06/30/2017	29	0.568	122,921	313385HN9	26409	122,945
Federal Home Loan Ba	USBT	123,000	0.790	04/26/2017	122,825	06/30/2017	29	0.802	122,921	313385HN9	26425	122,922
Fund Total and Average		\$ 495,000	0.670		\$ 494,064		27	0.680	\$ 494,700			\$ 494,748

Geo 2016A Debt Service

Federal Home Loan Ba	USBT	126,000	0.780	03/29/2017	125,757	06/26/2017	25	0.792	125,931	313385HJ8	26417	125,932
Federal Home Loan Mt	USBT	63,000	0.504	01/27/2017	62,867	06/27/2017	26	0.513	62,964	313397HKO	26395	62,977
Fund Total and Average		\$ 189,000	0.688		\$ 188,624		25	0.699	\$ 188,895			\$ 188,909

Geothermal Special Reserve

Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SYS70032	70032	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70063	70063	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	543	1.150	1,496,055	3134G8KVO	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		543	1.150	\$ 1,496,055			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	5,335,714	0.776	07/01/2013	5,335,714		1	0.776	5,335,714	SYS70027	70027	5,335,714
Union Bank of Calif	UBOC	72,750	0.002	07/01/2013	72,750		1	0.002	72,750	SYS70034	70034	72,750
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70059	70059	0
Federal National Mtg	UBOC	9,700,000	1.500	08/30/2016	9,700,000	05/28/2021	1,457	1.500	9,474,087	3136G33W3	26369	9,700,000
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,700	2.200	941,668	3134GAV92	26404	941,000

Northern California Power Agency

Treasurer's Report

05/31/2017

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
Fund Total and Average		\$ 16,049,464	1.294		\$ 16,049,464		981	1.294	\$ 15,824,219			\$ 16,049,464

GEO Debt Service Reserve Acct

Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	728	1.354	914,809	3137EADG1	26228	913,943
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	853	1.530	2,504,915	3137EADM8	26197	2,499,165

Fund Total and Average		\$ 3,422,000	1.384		\$ 3,404,725		820	1.483	\$ 3,419,724			\$ 3,413,108
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Geo 2012A DSR Account

Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,454	1.625	1,489,345	3136G3NL5	26333	1,517,000
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Fund Total and Average		\$ 1,517,000	1.625		\$ 1,517,000		1454	1.625	\$ 1,489,345			\$ 1,517,000
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GRAND TOTALS:		\$ 25,516,464	1.235		\$ 25,492,926		848	1.250	\$ 25,255,569.			\$ 25,506,217
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*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 05/31/2017

Investment #26302 FHLMC Callable quarterly
Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26404 FHLMC Callable 1/26/18, then quarterly

Northern California Power Agency
Treasurer's Report
05/31/2017

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	3,208,846	0.776	07/01/2013	3,208,846		1	0.776	3,208,846	SYST0028	70028	3,208,846
Union Bank of Calif	UBOC	18,521	0.002	07/01/2013	18,521		1	0.002	18,521	SYST0031	70031	18,521
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYST0052	70052	0
Federal Home Loan Mt	UBOC	3,993,000	0.950	06/29/2016	3,993,000	06/29/2018	393	0.950	3,978,146	3134G9A80	26339	3,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/26/2018	543	1.150	3,212,529	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	942	1.350	5,281,962	3136G3VH5	26340	5,320,000
Fund Total and Average		\$ 15,761,367	1.089		\$ 15,761,367		529	1.089	\$ 15,700,004			\$ 15,761,367

Hydro Initial Facilities

Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	544	1.450	1,536,599	3135GOYT4	26189	1,532,853
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	600	1.060	2,433,564	3133EFVQ7	26300	2,444,457
Fund Total and Average		\$ 3,966,000	1.395		\$ 3,989,745		578	1.210	\$ 3,970,163			\$ 3,977,310

Hydro Debt Service

Federal Home Loan Ba	USBT	2,943,000	0.780	03/29/2017	2,937,325	06/26/2017	25	0.792	2,941,381	313385HJ8	26414	2,941,406
Federal Home Loan Mt	USBT	2,944,000	0.538	01/27/2017	2,937,345	06/27/2017	26	0.547	2,942,322	313387HKO	26388	2,942,854
Federal Home Loan Ba	USBT	10,629,000	0.550	01/27/2017	10,604,317	06/28/2017	27	0.558	10,622,729	313385HL3	26396	10,624,616
Federal Home Loan Ba	USBT	3,188,000	0.560	03/01/2017	3,181,999	06/30/2017	29	0.568	3,185,960	313385HN9	26407	3,186,562
Federal Home Loan Ba	USBT	2,938,000	0.790	04/26/2017	2,933,809	06/30/2017	29	0.802	2,936,120	313385HN9	26423	2,936,130
Fund Total and Average		\$ 22,642,000	0.611		\$ 22,594,795		27	0.621	\$ 22,628,512			\$ 22,631,568

Hydro Debt Service Resrv 2010A

Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	1,160	1.680	5,504,617	3133EE529	26243	5,539,705
Fund Total and Average		\$ 5,528,000	1.750		\$ 5,546,187		1160	1.680	\$ 5,504,617			\$ 5,539,705

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	1,530	1.790	691,598	3134G93A3	26432	691,340
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		1530	1.790	\$ 691,598			\$ 691,340

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYST0000	70003	0
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Northern California Power Agency

Treasurer's Report

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Hydro Special Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	0	0.356	07/01/2013	0		1	0.356	0	SY570033	70033	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SY570016	70016	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SY570064	70064	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	543	1.150	1,496,055	3134G8KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		543	1.150	\$ 1,496,055			\$ 1,500,000

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	1,160	1.680	99,577	3133EE5Z9	26244	100,212
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,518	1.530	91,368	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,687	2.380	4,027,889	3137EADB2	25852	3,927,178
Fund Total and Average		\$ 4,122,000	2.341		\$ 4,120,561		1670	2.344	\$ 4,218,834			\$ 4,121,390
GRAND TOTALS:		\$ 54,208,367	1.086		\$ 54,204,046		487	1.069	\$ 54,209,783.			\$ 54,222,680

*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 05/31/2017

Investment #26303 FHLMC Callable quarterly
Investment #26339 FHLMC Callable quarterly
Investment #26340 FNMA Callable quarterly
Investment #26359 FNMA Callable 7/28/17, then quarterly

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Cap Facilities Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	CUSIP	Investment #	Market Value	Carrying Value
Federal Home Loan Ba	USBT	469,000	0.810	04/26/2017	467,976	08/01/2017	61	0.823	313385JW7A	26426	468,254	468,356
Federal Home Loan Ba	USBT	469,000	0.900	05/31/2017	468,273	08/01/2017	61	0.913	313385JW7A	26434	468,254	468,285
Federal Home Loan Mt	USBT	939,000	0.595	01/27/2017	936,113	08/01/2017	61	0.605	313397JW2	26397	937,507	938,053
Federal Home Loan Mt	USBT	1,093,000	0.620	02/02/2017	1,089,612	08/01/2017	61	0.630	313397JW2	26405	1,091,262	1,091,852
Federal Home Loan Mt	USBT	470,000	0.609	02/28/2017	468,774	08/01/2017	61	0.620	313397JW2	26406	469,253	469,514
Federal National Mtg	USBT	470,000	0.780	03/29/2017	468,727	08/01/2017	61	0.792	313589JW4A	26418	469,253	469,379
Fund Total and Average		\$ 3,910,000	0.688		\$ 3,899,475		61	0.700			\$ 3,903,783	\$ 3,905,439

Cap. Fac. Debt Svc Reserve

Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,518	1.530	3136G3S97	26358	69,012	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,687	2.340	3137EADB2	25845	1,479,695	1,445,062
Fund Total and Average		\$ 1,514,000	2.335		\$ 1,518,430		1679	2.302			\$ 1,548,707	\$ 1,516,062
GRAND TOTALS:		\$ 5,424,000	1.149		\$ 5,417,905		513	1.148			\$ 5,452,490.	\$ 5,421,501

*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 05/31/2017 Investment #26358 FNMA Callable 7/28/17, then quarterly



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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	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,678	0.776	07/01/2013	71,678		1	0.776	SYS70046	70046	71,678
Fund Total and Average		\$ 71,678	0.776		\$ 71,678		1	0.776			\$ 71,678

LEC Construction Revolving

Local Agency Investm		1	0.254	07/01/2013	1		1	0.254	SYS70040	70040	1
Fund Total and Average		\$ 1	0.254		\$ 1		1	0.254			\$ 1

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	2,074,367	0.100	07/01/2013	2,074,367		1	0.100	SYS79003	79003	2,074,367
Federal Home Loan Ba	USBT	695,000	0.760	03/29/2017	694,061	06/01/2017	0	0.771	313385GH3	26419	695,000
Federal Home Loan Ba	USBT	694,000	0.755	04/26/2017	693,476	06/01/2017	0	0.766	313385GH3	26427	694,000
Federal National Mtg	USBT	3,385,000	0.520	01/23/2017	3,378,693	06/01/2017	0	0.528	313589GHO	26389	3,385,000
Fund Total and Average		\$ 6,848,367	0.441		\$ 6,840,597		0	0.447			\$ 6,848,367

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	4,285,835	0.100	07/01/2013	4,285,835		1	0.100	SYS79004	79004	4,285,835
Federal Home Loan Ba	USBT	725,000	0.760	03/29/2017	724,020	06/01/2017	0	0.771	313385GH3	26420	725,000
Federal Home Loan Ba	USBT	724,000	0.755	04/26/2017	723,453	06/01/2017	0	0.766	313385GH3	26428	724,000
Federal National Mtg	USBT	727,000	0.536	01/27/2017	725,645	06/01/2017	0	0.545	313589GHO	26390	727,000
Fund Total and Average		\$ 6,461,835	0.297		\$ 6,458,963		1	0.300			\$ 6,461,835

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	1,299,265	0.100	07/01/2013	1,299,265		1	0.100	SYS79011	79011	1,299,265
Federal Home Loan Ba	USBT	434,000	0.760	03/29/2017	433,414	06/01/2017	0	0.771	313385GH3	26421	434,000
Federal Home Loan Ba	USBT	435,000	0.755	04/26/2017	434,672	06/01/2017	0	0.766	313385GH3	26429	435,000
Federal National Mtg	USBT	2,734,000	0.536	01/27/2017	2,728,906	06/01/2017	0	0.545	313589GHO	26391	2,734,000
Fund Total and Average		\$ 4,902,265	0.460		\$ 4,896,257		0	0.467			\$ 4,902,265

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,060,278	0.100	07/01/2013	2,060,278		1	0.100	SYS79012	79012	2,060,278
Federal Home Loan Ba	USBT	349,000	0.760	03/29/2017	348,528	06/01/2017	0	0.771	313385GH3	26422	349,000

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LEC Issue #2 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	348,000	0.755	04/26/2017	347,737	06/01/2017	0	0.766	348,000 313385GH3	26430	348,000
Federal National Mtg	USBT	349,000	0.536	01/27/2017	348,350	06/01/2017	0	0.545	349,000 313589GHO	26392	349,000

Fund Total and Average \$ 3,106,278 0.297 \$ 3,104,893 1 0.300 \$ 3,106,278 \$ 3,106,278

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	149,776	0.100	07/01/2013	149,776		1	0.100	149,776 SYS79005	79005	149,776
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	88	0.977	4,168,207 3135GOMZ3	26136	4,170,146
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,454	1.659	4,329,349 3133EGBZ7	26337	4,360,000

Fund Total and Average \$ 8,679,776 1.256 \$ 8,681,736 773 1.305 \$ 8,647,332 \$ 8,679,922

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,264,797	0.100	07/01/2013	2,264,797		1	0.100	2,264,797 SYS79006	79006	2,264,797
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Fund Total and Average \$ 2,264,797 0.100 \$ 2,264,797 1 0.100 \$ 2,264,797 \$ 2,264,797

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,088,288	0.100	07/01/2013	1,088,288		1	0.100	1,088,288 SYS79013	79013	1,088,288
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Fund Total and Average \$ 1,088,288 0.100 \$ 1,088,288 1 0.100 \$ 1,088,288 \$ 1,088,288

LEC O & M Reserve

Local Agency Investm	UBOC	2,044,966	0.776	07/01/2013	2,044,966		1	0.776	2,044,966 SYS70047	70047	2,044,966
Union Bank of Califo	UBOC	8	0.002	07/18/2013	8		1	0.002	8 SYS70041	70041	8
Federal Home Loan Ba	UBOC	3,100,000	0.625	06/27/2016	3,099,380	06/27/2017	26	0.645	3,099,380 3130A8LC5	26338	3,099,955
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	628	1.220	2,959,426 3135G0ZA4	26248	2,965,180
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	1,125	1.300	2,938,170 3136G3UJ2	26341	3,000,000

Fund Total and Average \$ 11,077,974 1.169 \$ 11,142,496 479 1.000 \$ 11,041,950 \$ 11,110,109

GRAND TOTALS: \$ 44,501,259 0.727 \$ 44,549,696 270 0.697 \$ 44,432,791. \$ 44,533,540

*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 05/31/2017

Investment #26337 FFCB Callable anytime
Investment #26341 FNMA Callable on 6/30/17 only



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Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: Univar USA, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All NCPA facilities

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
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:

Staff recommends that the NCPA Commission approve Resolution 17-53 authorizing the General Manager or his designee to execute the First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc. with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,200,000 over five years for use at all NCPA facilities.

BACKGROUND:

On March 13, 2013, NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc. for the Geothermal facility. The Geothermal facilities are required to abate hydrogen sulfide in the steam and condensate to meet air emission permit requirements. Geo staff has determined it beneficial to switch chemicals for use in the Stretford abatement system. Further a new method of cleaning heat exchanger tubes using a chemical can be done on line, thus avoiding a multiple day outage for this maintenance.

Staff seeks to amend the agreement to add additional chemicals to the purchase list. In addition, staff seeks to make this purchase agreement available for use at all facilities owned and/or operated by NCPA and to increase the not-to-exceed amount from \$250,000 to \$1,200,000.

FISCAL IMPACT:

Total cost of the agreement is not to exceed \$1,200,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements with Aries Tek, Brenntag Pacific, Hill Brothers, Northstar Chemical, Sierra Chemical, and Thatcher Company of CA for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. 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:

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 12, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Univar USA, Inc.

RESOLUTION 17-53

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE FIRST AMENDMENT TO THE FIVE YEAR MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH UNIVAR USA, INC.

(reference Staff Report #170:17)

WHEREAS, the NCPA facilities require the purchase of several types of chemicals to ensure the safe and reliable operation of the plants; and

WHEREAS, on March 13, 2013, NCPA entered into a five year Multi-Task Agreement for the Purchase of Equipment, Materials and Supplies with Univar USA, Inc. for the Geothermal facility; and

WHEREAS, NCPA seeks to amend the agreement to add additional chemicals to the purchase list, increase the not-to-exceed amount from \$250,000 to \$1,200,000; and add additional delivery locations including all facilities owned and/or operated by NCPA; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to execute the First Amendment to the existing five year Multi-Task Agreement For Purchase of Equipment, Materials and Supplies with Univar USA, Inc., with any non-substantial changes recommended and approved by the General Counsel, increasing the not-to-exceed amount from \$250,000 to \$1,200,000 and amending the purchase list to include additional chemicals available for purchase for use at all NCPA facilities.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK EQUIPMENT, MATERIALS, AND SUPPLIES AGREEMENT
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND UNIVAR USA, INC.**

This First Amendment ("Amendment") to Multi-Task Equipment, Materials and Supplies Agreement is entered into by and between the Northern California Power Agency ("Agency") and Univar USA, Inc. ("Supplier") (collectively referred to as "the Parties") as of _____, 2017.

WHEREAS, the Parties entered into a five year Multi-Task Agreement for the Purchase of Equipment, Materials, and Supplies dated effective March 13, 2013, (the "Agreement") for Supplier to provide Soda Ash to the NCPA Geothermal Facilities; and

WHEREAS, the Agency now desires to amend the Agreement to expand the Scope of the Agreement to include delivery of equipment, materials and supplies to all other NCPA locations in addition to the Geothermal facility location; 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 \$250,000 to a NOT TO EXCEED amount of \$1,200,000; and

WHEREAS, the Agency now desires to amend the Agreement to add the requirement for Pollution Insurance as may be necessary; and

WHEREAS, the Agency now desires to amend the Agreement to add additional Miscellaneous provisions; and

WHEREAS, the Agency now desires to amend the Purchase List set forth in Exhibit A to the Agreement to add additional materials and supplies available for purchase; and

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1. SCOPE** of the Agreement is hereby amended and restated to read as follows:

In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to Agency's Project Sites DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to Agency's Project Sites and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

2. **Section 4—Compensation** of the Agreement is amended and restated to read as follows:

Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) as total compensation under this Agreement, which includes all shipping, insurance, delivery charges, and any other fees, costs or charges. Any taxes applicable to Agency for the purchase of the Goods shall be to the account of Agency and invoiced as a separate line item on the invoice. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 4 of the Agreement is unchanged.

3. **Section 5-Insurance Requirements** of the Agreement is amended to add the following provision:

5.6 Pollution Insurance. If Supplier's Work involves its transporting hazardous materials, then Supplier 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 five hundred thousand dollars (\$500,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Supplier 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.

The remainder of Section 5 of the Agreement is unchanged.

4. **Section 8-Miscellaneous Provisions** of the Agreement is amended to add the following provisions:

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

8.9 Amendments. The Parties may amend this Agreement only by a writing signed by all of the Parties.

8.10 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.

- 8.11 **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.
- 8.12 **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.
- 8.13 **Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Supplier shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 8.14 **Contract Administrator.** This Agreement shall be administered by Ken Speer, 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.
- 8.15 **Notices.** Any written notice to Supplier shall be sent to:
- Univar USA, Inc.
17425 NE Union Hill Road
Redmond, WA 98052
- 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:
- General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
- 8.16 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 8.16.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

- 8.16.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 8.16.3** 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.
- 8.16.4** 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.
- 8.16.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 8.16.6** 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.*
- 8.17** **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 8.18** **Certification as to California Energy Commission.** As requested by the Agency, Supplier has previously executed Exhibit B, attached hereto and incorporated herein.
- 8.19** **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** As requested by the Agency, Supplier has previously executed Exhibit C, attached hereto and incorporated herein

The remainder of Section 8 of the Agreement is unchanged.

5. **Exhibit A – PURCHASE LIST** is amended and restated to read in full as set forth in the attached EXHIBIT A.

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

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA, INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

SARA STEWART, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

PURCHASE LIST

As requested by the Agency, Supplier shall provide the following listed Goods to Agency at any one of its facility locations:

Chemical
Peroxide
Caustic Soda 15%
Soda Ash Dense
Lime 90%
Mag Ox 36%
Sulfuric Acid 93%
Sodium Hypochlorite 12.5% (Bleach)
Magnesium Sulfate 30%
Sodium Bisulfite 12% (Nalco PC7408)
Phosphoric Acid 70% (Nalco PC 185)
Aqua Ammonia
Sodium Hydroxide 15%
Additional products not listed above to be provided as requested in writing by NCPA facilities.

Supplier's deliveries shall be made by a vehicle suitably constructed to contain chemicals meeting Agency's product specifications. All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve months. Pricing for goods shall be quoted by Supplier at the time the product is requested. Total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount as set forth in Section 4 (Compensation) of this Agreement.



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

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY, ("Agency"), a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 and UNIVAR USA INC., ("Supplier"), whose principal office is located at 17425 NE Union Hill Road, Redmond, WA 98052 (together sometimes referred to as the "Parties") effective as of 3/13, 2013 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to Agency's Project Site, DDP, located at 12000 Ridge Road, Middletown, CA 95461, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to Agency's Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 3. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered.

Section 4. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed two hundred fifty thousand dollars (\$250,000) as total compensation under this Agreement, which includes all shipping, insurance, delivery charges, and any other fees, costs or charges. Any taxes applicable to Agency for the purchase of the Goods shall be to the account of Agency and invoiced as a separate line item on the invoice.

4.1 Invoices. Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678

Attn: Accounts Payable

- 4.2 **Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 4.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.
- 4.4 **Price Changes.** Supplier's pricing is subject to change over the term of the Agreement. Any change in pricing will be based on the normal fluctuation of costs of the Goods, transportation or taxes in the market. Supplier shall provide Agency with thirty (30) days prior written notice of any pricing changes.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 5.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with \$2,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 5.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the negligence of Supplier in regard to this Agreement with not less than \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.
- 5.4 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 5.5 **All Policies Requirements.**

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

5.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

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

Section 6. WARRANTY. Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the ninety (90) day period following the term hereof, unless manufacturer's warranty is for greater than ninety (90) days, in which case manufacturer's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED.

Section 7. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

7.2 Scope. Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action for bodily injury or real property damage arising out of or in connection with any negligent acts or omissions by

Supplier, its officers, officials, agents, and employees, except as caused by the 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.

7.3 Transfer of Title. Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release caused by Supplier's negligence requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods due to Supplier's negligence into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

7.4 Limitation of Liability. Neither Supplier nor Agency is liable for special, incidental or consequential damages. Except to the extent that Supplier's negligence or willful misconduct results in a breach of its obligations under Section 7.3 of this Agreement, Supplier's liability is exclusively limited to the greater of the purchase price of the Goods that are the subject of Agency's claim or the limits of the insurance coverage carried by Supplier in accordance with Section 5 of this Agreement.

Section 8. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

8.7 Governing Law. This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county in which the Goods are delivered.

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

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA INC.

Date: 3-13-13

Date: Jan 28, 2013


JAMES H. POPE, General Manager


AUTHORIZED REPRESENTATIVE

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

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

8.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.

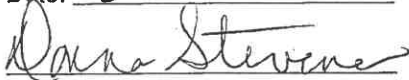
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA INC.


Date: 3-13-13

Date: _____

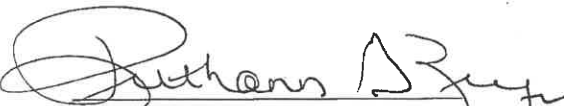

JAMES H. POPE, General Manager

AUTHORIZED REPRESENTATIVE

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Ruthann G. Ziegler, Assistant General Counsel

Linda Stone

From: Jim Pope
Sent: Wednesday, March 13, 2013 11:19 AM
To: *All HQ Staff
Subject: Signature Authority

Donna Stevener will have signature authority on my behalf through Friday, March 15, 2013.

Thank you,

Jim Pope

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

EXHIBIT A

PURCHASE LIST

Supplier shall provide the following list of Goods, to Agency within 30 days of the Effective Date of this Agreement and within 30 days of receiving a written request from Agency:

Soda Ash Dense, in Bulk Truckloads of 88,000 lb. Shipments in 50 lb. Bags at \$0.23/lb.

Note: The Agency leaves the option open of purchasing the Soda Ash in a different container type should Agency find that Supplier can provide the Soda Ash in a different bulk form that will conform to Agency's Stretford System.

1083.7199 1977032.8



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390	
INSURED UNIVAR USA INC 17425 NE Union Hill Road Redmond WA 98052-3375 USA	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	ACE Property & Casualty Insurance Co.	20699
	INSURER C:	Insurance Company of the State of PA	19429
	INSURER D:	Illinois National Insurance Co	23817
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 570049016946

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL2802979	03/01/2012	03/01/2013	EACH OCCURRENCE \$2,000,000
	X COMMERCIAL GENERAL LIABILITY		SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$3,000,000
						GENERAL AGGREGATE \$3,000,000
						PRODUCTS - COMP/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY PRO-JECT LOC					
A	AUTOMOBILE LIABILITY		CA 4806893	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A	X ANY AUTO		Commercial Auto (AOS)	03/01/2012	03/01/2013	BODILY INJURY (Per person)
	ALL OWNED AUTOS	SCHEDULED AUTOS	CA 4806894	03/01/2012	03/01/2013	BODILY INJURY (Per accident)
	HIRED AUTOS	NON-OWNED AUTOS	CA 4806895	03/01/2012	03/01/2013	PROPERTY DAMAGE (Per accident)
			Commercial Auto (VA)			
B	X UMBRELLA LIAB X OCCUR		X00G25914922	03/01/2012	03/01/2013	EACH OCCURRENCE \$2,000,000
	EXCESS LIAB CLAIMS-MADE		SIR applies per policy terms & conditions			AGGREGATE \$2,000,000
	DED X RETENTION \$500,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC001591220	03/01/2012	03/01/2013	X WC STATUTORY LIMITS
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	(AOS) WC001591223 (WI)	03/01/2012	03/01/2013	E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE-EA EMPLOYEE \$1,000,000
						E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Northern California Power Agency Attn: Pam Ramirez PO Box 663 Middletown CA 95461 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570049016946



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED UNIVAR USA INC	
POLICY NUMBER See Certificate Number: 570049016946			
CARRIER See Certificate Number: 570049016946	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				CA 4806890 Truckers Liability (AOS)	03/01/2012	03/01/2013	Combined Single Limi	\$5,000,000
A				CA 4806891 Truckers Liability (MA)	03/01/2012	03/01/2013		
A				CA 4806892 Truckers Liability (VA)	03/01/2012	03/01/2013		
	WORKERS COMPENSATION							
A		N/A		WC1591222 (CA, OR, OH, WA) SIR applies per policy terms & conditions	03/01/2012	03/01/2013		
C		N/A		WC001591221 (FL)	03/01/2012	03/01/2013		



13

Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: Brian Davis dba Northern Industrial Construction – Geothermal Plant 2 Sulfur Platform Project; Applicable to the following project: Geothermal Plant 2

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	Public Works Bid
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"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Bay Area Rapid Transit	<input type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
	City of Santa Clara <input checked="" type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input checked="" type="checkbox"/>
<i>If other, please specify.</i>		
<hr/>		
TID		
<hr/>		

RECOMMENDATION:

Approve Resolution 17-54 authorizing the General Manager or his designee to enter into a public works agreement with Brian Davis dba Northern Industrial Construction, with any non-substantial changes as approved by the NCPA General Counsel, and delegate to the General Manager authority to issue purchase orders and change orders for a not-to-exceed amount of \$731,944 for the Sulfur Platform Project at the NCPA Geothermal Plant 2 Facility.

BACKGROUND:

The 2018 Budget included the Stretford Processing Project to re-build the tower, primarily due to the numerous issues (primarily rust) that were found in the existing tower and the excessive cost to repair it.

FISCAL IMPACT:

The cost for the base scope of work is \$679,645.60 as specified by the request for proposal. Contingency funds of \$52,298.40 are further requested to cover possible change orders and contingencies so that the total cost of the project will not exceed \$731,944. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

A formal Request for Proposal (RFP) for this public works project was issued ("advertised") on April 27, 2017, Bid No. GEO338. The bid walk was held on May 16, 2017. Attendance at the bid was mandatory to pre-qualify contractors for subsequent bids to be considered responsive. The GEO facility solicited four qualified contractors (Brian Davis dba Northern Industrial Construction, Danick Mechanical, Hudson Mechanical and Bell Products), in which only one contractor was present and considered responsive. NCPA received one bid in response to the RFP as follows:

Brian Davis dba Northern Industrial Construction	\$679,645.60
--	--------------

Staff has evaluated the bid and recommends that an agreement be entered into with Brian Davis dba Northern Industrial Construction to provide the required services in the amount of \$679,645.60.

This project is a budgeted project in the FY18 budget for \$550,000. This project was also budgeted in the FY15 budget, but due to extensive corrosion damage to the structural steel, the project was delayed. The FY15 project funds were encumbered. In calendar year 2016, some of the encumbered funds were used to redesign the entire structure. Currently there is still \$181,944 remaining in the encumbered account. The remaining FY15 encumbered funds in conjunction with the FY18 project budgeted funds will be used to fund the project.

FY15 Stretford Sulfur Processing Platform	Acct: 315-023-000-632-020-099	\$181,944
FY18 Stretford Sulfur Processing Platform	Acct: 311-023-000-632-020-001	\$550,000
		Total: \$731,944

ENVIRONMENTAL ANALYSIS:

This activity is exempt from the California Environmental Quality act as a Class I Existing Facilities exemption (CEQA Regulation section 15301 (b), (c), (d) and (e). A Notice of Exemption has been filed.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (2)

- Resolution
- Public Works Agreement with Brian Davis dba Northern Industrial Construction

RESOLUTION 17-54

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE PUBLIC WORKS AGREEMENT WITH
BRIAN DAVIS DBA NORTHERN INDUSTRIAL CONSTRUCTION**

(reference Staff Report #171:17)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, California, consisting of two power plants with containment areas and 80 steam production and injection wells; and

WHEREAS, inspections have demonstrated a need for replacement of the Sulfur Platform to maintain the operational integrity of the system; and

WHEREAS, Brian Davis dba Northern Industrial Construction was the only responsive bidder to the Request for Proposal issued for the public works Geothermal Plant #2 Sulfur Platform Project (GEO338) with a bid of \$679,645.60; and

WHEREAS, an additional \$52,298.40 is requested to cover possible change orders and contingencies for a total project cost of not to exceed \$731,944; and

WHEREAS, this activity is exempt from the California Environmental Quality act as a Class I Existing Facilities exemption (CEQA Regulation section 15301 (b), (c), (d) and (e). A Notice of Exemption has been filed; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a public works agreement with Brian Davis dba Northern Industrial Construction, with any non-substantial changes as approved by the NCPA General Counsel, and to issue purchase orders and change orders for an amount not to exceed \$731,944 for the Geothermal Plant 2 Sulfur Platform Project.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

AGREEMENT

This contract ("Contract" or "Agreement") is entered into this _____ day of _____, 20__, by and between the Northern California Power Agency, a joint powers public agency organized and existing under the laws of the State of California (hereinafter referred to as "NCPA") and Northern Industrial Construction, a sole proprietorship, P.O. Box 194, Kelseyville, CA 95451, (hereinafter referred to as "Contractor"), collectively referred to as the "Parties"),

WHEREAS, NCPA intends to have constructed the Geothermal Plant 2 Sulfur Platform ("Project") located at **NCPA's Facilities near Middletown, CA** (hereinafter referred to as the "Project"), and the work required by this Contract is an integral part of this Project, and

WHEREAS, on _____, at its regularly scheduled meeting, the NCPA Commission has approved and authorized this Project by Resolution No. _____ (if estimated at over \$250,000); and

WHEREAS, both Parties have a desire to perform the work described herein;

NOW THEREFORE, IT IS AGREED THAT:

SECTION 1. SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform and complete, in a good workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and in strict accordance with the Contract Documents (as defined below), including without limitation the drawings and technical specifications and plans included therein, the Work of:

**Northern California Power Agency
Project Description: Geothermal Plant 2 Sulfur Platform
NCPA Bid No.: GEO338**

It is understood and agreed that such tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals shall be furnished, and the Work performed and completed, in accordance with the Contract Documents and subject to the approval of NCPA and NCPA's duly authorized representatives.

SECTION 2. TIME OF COMPLETION; LIQUIDATED DAMAGES

Contractor hereby agrees to commence the Work within ten (10) calendar days from the date of NCPA's "Notice to Proceed," and to diligently prosecute the same to completion within **SIXTY (60)** consecutive calendar days commencing after the date of NCPA's Notice to Proceed. Contractor shall complete the work no later than September 29, 2017, except as adjusted by any subsequent change order. Time is of the essence in this Agreement.

This Contract is being awarded in reliance upon the completion date set forth in the Contract Documents and the dates established by schedules set forth and released by NCPA. NCPA will hold the Contractor responsible and accountable for all damages suffered by NCPA as a consequence of the Contractor's failure to meet the schedule dates, or to complete the work at the time specified, except for such excusable delays as listed in the Contract Documents.

NCPA
Model Public Works Contract
1/23/17

It is agreed by the parties to this Agreement that in the case in which portion of the work called for under Contract Documents are not completed within the times specified, damages will be sustained by NCPA, and it is and will be impractical and extremely difficult to ascertain the actual damages which NCPA will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor shall pay to NCPA the sums stipulated for delays in finishing the work beyond the times of completion specified; and the Contractor agrees to pay these liquidated damages, and further agrees that NCPA may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract Documents. If such moneys are insufficient, the Contractor or its surety or sureties shall pay to NCPA any deficiency within thirty (30) days of invoice submittal by NCPA.

Liquidated damages in the amount of \$500.00 per day for each day of delay for the first five (5) days, \$1,500.00 per day thereafter till completion, shall be imposed on Contractor.

SECTION 3. CONTRACT PRICE

NCPA will pay Contractor in current funds as full consideration for the full and complete performance of this Agreement the sum of:

Six Hundred Seventy Nine Thousand Six Hundred Forty Five and 65/100 Dollars (\$679,645.60), being Contractor's bid amount, subject to subsequent contract change order(s), for furnishing all materials and for doing all the Work contemplated under this Agreement; for all loss or damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work, until the Work is accepted by the NCPA; for all expenses incurred by or in consequences of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, the whole thereof, in the manner and in accordance with the Contract Documents therefore and the requirements of NCPA under them.

SECTION 4. BONDS

Prior to execution of this Agreement, Contractor shall obtain a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Payment (Labor and Materials) Bond, and a ten percent (10%) Maintenance Bond each in the form included in the Contract Documents.

SECTION 5. INSURANCE

Before beginning any work under this Contract, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims that may arise from or in connection with the performance of the work hereunder by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall maintain the insurance policies required by this section throughout the term of this Contract. The cost of such insurance shall be included in the Contractor's price. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to NCPA. Verification of the Contractor's required insurance shall be submitted and made part of this Contract prior to execution. The existence of insurance shall not relieve or decrease the liability of Contractor under the Contract Documents.

5.1. Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of NCPA. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against NCPA and its officers, officials, employees, and volunteers for loss arising from work performed under this Contract.

5.2. Commercial General Insurance.

5.2.1. General requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily injury, personal injury, including death resulting therefrom, completed operations and products liability; broad form property damage liability; coverage for the XCU hazards of explosion, collapse, and underground, and contractual liability as to the obligations assumed by the Contractor under the Contract Documents.

5.2.2. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (current edition) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.

5.3 Automobile Liability Insurance.

5.3.1. General requirements. Contractor, at its own cost and expense, shall maintain automobile liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

5.3.2. Minimum scope of coverage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (current edition) symbol 1. No endorsement shall be attached limiting the coverage.

5.4 All Policies Requirements.

- 5.4.1. Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.
- 5.4.2. Verification of Coverage.** Prior to beginning any work under this Contract, Contractor shall furnish NCPA with endorsements (as to insurance referenced in Sections 5.2, 5.3 and 5.5) and certificates, with complete certified copies of all policies (if requested by NCPA), evidencing to NCPA's reasonable satisfaction, compliance with Section 5 herein. All endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 5.4.3. Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice of any material changes to the insurance specified herein, including suspension, cancellation, termination, limitation, reduction in scope or amount. NCPA's receipt of such notice shall not constitute NCPA's acceptance of such material change.
- 5.4.4. Additional Insured; Primary Insurance.** An endorsement at least as broad as Insurance Services Office form number CG 20 10 (current edition) shall be attached to policies referenced in Sections 5.2, 5.3 and 5.5, stating that NCPA and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to such policies. The coverage shall contain no special limitations on the scope of protection afforded to NCPA or its officers, employees, agents, or volunteers.
- Each endorsement shall state that coverage is primary insurance with respect to NCPA and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by NCPA shall be called upon to contribute to a loss under the coverage.
- 5.4.5. Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of NCPA for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Contract.
- During the period covered by this Contract, only upon the prior express written authorization of NCPA, Contractor may increase such deductibles or self-insured retentions with respect to NCPA, its officers, employees, agents, and volunteers. NCPA may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- 5.4.6. Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 5.4.7. Variation.** NCPA may approve a variation in writing in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that NCPA's interests are otherwise fully protected.

5.4.8 Reporting. The endorsements shall also specify that any failure or delay to comply with reporting or other provisions of the policies shall not affect coverage provided to NCPA, its officers, officials, employees, agents or volunteers.

5.4.9 Occurrence-basis for Coverage. The endorsements shall also specify that coverage is on an occurrence or an accident basis, and not on a claims-made basis.

5.5 Builder's Risk. Contractor shall obtain and maintain at its own expense a builder's risk and fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy shall name NCPA and the Contractor as insureds. This insurance shall be in the amount of 100% of the Contract Price, and may be increased at NCPA's request to reflect change orders. In the event of partial or total destruction by fire of any or all of the Work at any time prior to completion and NCPA's acceptance of the Work, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's sole cost and expense and at no cost to NCPA.

5.6 Remedies. In addition to any other remedies NCPA may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, NCPA may, at its sole option exercise any of the following remedies, which are alternatives to other remedies NCPA may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;
- Order Contractor to stop work under this Contract or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Contract.

SECTION 6. INDEPENDENT CONTRACTOR

6.1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of NCPA. NCPA shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Notwithstanding any other NCPA, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Contract shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by NCPA, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of NCPA and entitlement to any contribution to be paid by NCPA for employer contributions and/or employee contributions for PERS benefits.

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

SECTION 7. REGISTRATION

During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors, who are subject to Public Contract Code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5

SECTION 8. LAW, VENUE, AND CONFLICTS OF INTEREST

8.1. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the provisions of the Contract Documents, including this Agreement, shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine.

8.2. The duties and obligations of the parties created hereunder are performable in Placer County and in that County where the NCPA Project is located. Either Placer County or the County where the Project Facility is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

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

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

8.5. Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of NCPA. If Contractor was an employee, agent, appointee, or official of NCPA in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Contract. Contractor understands that, if this Contract is made in violation of Government Code Sections 1090 *et seq.*, the entire Contract is void and Contractor will not be entitled to any compensation for services performed pursuant to this Contract, including reimbursement of expenses, and Contractor will be required to reimburse NCPA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

SECTION 9. CHANGE ORDERS

It is agreed that the Project Manager is the sole person authorized to execute change orders necessary to the prosecution of the Work, unless NCPA otherwise notifies Contractor in writing.

SECTION 10. EXTRA WORK

Contractor hereby agrees that it will not proceed with any extra work unless it has been authorized in writing to do so by the Project Manager prior to the commencement of such extra work.

SECTION 11 PROGRESS PAYMENTS

11.01 The Contractor shall submit to NCPA's designated representative at least 10 days before the first and/or third Monday of the month, for NCPA's approval, a request for payment. Each progress payment to the Contractor by NCPA shall be in payment for only that work performed

by the Contractor during the period immediately preceding the Contractor's current request for payment.

11.02 If requested by NCPA, the Contractor shall submit time sheets to NCPA daily for approval and signature. The daily time sheets shall clearly delineate the number of worker-hours and equipment hours worked in each given area of work. If NCPA makes this request, then only those time sheets signed by NCPA will be honored for payment.

11.03 Each request for payment submitted by the Contractor shall include backup documentation in support of all quantities and costs for which payment is requested, including but not limited to all material invoices, subcontractor/vendor statements of quantities and/or services provided, equipment rental invoices and signed daily time sheets.

11.04 Work performed at the request of NCPA, which is outside the scope of work and unit prices as defined in these Contract Documents, shall be itemized separately, with back-up documentation attached, and the total cost figures for the work shall be entered on the billing form under "Other Work". Work itemization with back-up shall be submitted with the Contractor's request for payment.

11.05 Subject to Section 12 of the General Conditions, after approval by NCPA, progress payments will be made to the Contractor in the amount of ninety five percent (95%) of the approved billing. Progress payments will be made within 30 days after NCPA receives the Contractor's Request for Payment. NCPA's Progress Payment shall not constitute approval or acceptance of the Work performed.

SECTION 12. FINAL PAYMENT

12.01 Final payment will not be made to the Contractor until it has furnished evidence satisfactory to NCPA, of the Contractor's payment or provision for payment of all bills for material, labor, services, etc., incurred in connection with the performance of the Work; and at NCPA's option the written consent of the Contractor's surety to release final payment.

12.02 Final payment will further be contingent on approval of, and acknowledgment by, NCPA that the Contractor has completed all tasks and complied with all conditions of the Contract Documents. Upon approval by NCPA, the final payment will be made to the Contractor. NCPA may withhold from final payment, to the extent allowed by applicable law, amounts which in NCPA's opinion are determined to be reasonable and necessary to provide security against any losses, damages, expense, and liability covered by the Indemnification provision in the Contract Documents, and claims filed or reasonable evidence indicating probable filing of claims, damages to NCPA or third parties, liquidated damages, or other lawful bases for withholding final payment.

12.03 Final payment by NCPA, and acceptance of it by the Contractor, shall not constitute a waiver by NCPA, to any rights with respect to the Contractor's continuing obligations under the Contract Documents.

SECTION 13. DISPUTES

13.1. All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Contract, or changes therein, or extra work in connection therewith, shall be submitted in writing to NCPA. NCPA will then make the final decision, which when made in writing shall be final and conclusive on the parties hereto.

13.2. Prior to initiating litigation in a court of competent jurisdiction, both Contractor and NCPA shall undergo alternative dispute procedures as outlined in Public Contract Code Sections 20104

et seq. The parties also expressly agree that the Alternative Dispute Resolution procedures outlined in Public Contract Code Sections 20104 *et seq.* shall apply to all claims, including those that exceed \$375,000, and that such procedures are incorporated as though fully set forth in this Contract.

13.3 Notwithstanding Sections 13.1 and 13.2, procedures for the Contractor to make claims for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by NCPA of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled, or (3) the payment of an amount disputed by NCPA are set forth in Section 10.03 of the General Conditions.

SECTION 14. PREVAILING WAGES

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, NCPA has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold NCPA harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

SECTION 15. GUARANTEE OF WORK

Contractor hereby agrees that it will post a Maintenance Bond in the form included in the Contract Documents after final inspection by NCPA and completion of required corrections and/or repairs. Such Maintenance Bond shall guarantee Contractor's work for the period of one year after the date of recording of NCPA's Notice of Completion of the Work.

SECTION 16. RELEASE

Upon payment of undisputed amounts under this Agreement and if requested by NCPA, Contractor shall execute a Release in the form provided by NCPA. Such Release shall not apply to disputed contract claims in amounts specifically excluded by Contractor from the operation of the Release.

SECTION 17. BINDING AGREEMENT; ASSIGNMENT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and NCPA and their respective successors and permitted assigns.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of all sureties on all bonds required by this agreement, including but not limited to the Payment (Labor and Materials) Bond, and NCPA.

SECTION 18. CONTRACT DOCUMENTS

The full, complete and exclusive contract between the parties hereto shall consist of the following identified documents (the "**Contract Documents**"): (1) The "**Bid Documents**," consisting of the Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Bid Form, Bid Bond, Designation of Subcontractors, Non-Collusion Declaration, Agreement, Workers' Compensation Insurance Certification, Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement for Security Deposits in Lieu of Retention, General Conditions, Supplementary Conditions, and Technical Specifications and Plans, if any, and any Addenda, and (2) any Change Orders, Field Orders, or NCPA's directives issued pursuant to and in accordance with this Agreement.

SECTION 19. INDEMNIFICATION AND ATTORNEY'S FEES

Contractor shall at its own cost, defend, hold harmless, and indemnify NCPA, its governing board, officials, commission members, officers, directors, employees, agents, and successors in interest ("Indemnitees") from and against any and all liability, damages, losses, claims, demands, actions, costs including attorney's fees and expenses ("Liabilities"), on account of injury to or death of persons or damage to any property (including property of NCPA) or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement, and Contractor will reimburse Indemnitees for all Liabilities incurred by Indemnitees in consequence of any claims, demands, and causes of action which may be brought against Indemnitees arising out of the performance by the Contractor of this Agreement. However, notwithstanding, nothing in this section or the Contract Documents generally shall be construed to require the Contractor to indemnify the Indemnitees for their sole negligence, willful misconduct, or for defects in design furnished by Indemnitees. This section and the Contract Documents shall be construed consistent with Civil Code section 2782 so as to provide the maximum indemnification permitted by applicable law to Indemnitees.

This indemnification shall be in addition to any other indemnification provisions contained in the Contract Documents.

SECTION 20. NO IMPLIED WAIVER OF BREACH

The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of this Contract.

SECTION 21. SUCCESSORS AND ASSIGNS

The provisions of this Contract shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

SECTION 22. USE OF RECYCLED PRODUCTS

Contractor shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

SECTION 23. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Contract. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any

services that are the subject of this Contract, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the immediately foregoing paragraph, verbatim, of this Subsection in any subcontract approved by the Contract Administrator or this Contract.

Contractor shall indemnify, defend, and hold harmless NCPA with respect to any alleged violation of this Section.

SECTION 24. ENTIRE AGREEMENT

The Contract Documents constitute the entire Agreement between the parties, and supersede any prior agreement between the parties, oral or written, including NCPA's award of the contract to Contractor, unless such agreement is expressly incorporated herein. NCPA makes no representations or warranties, express or implied, not specified in the Contract Documents.

SECTION 25. EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

SECTION 26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

SECTION 27. SEVERABILITY

If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 28. AMENDMENTS

The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SECTION 29. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, to an officer or director of the corporation, or to a manager of the LLC for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

Any written notice to Contractor shall be sent to:

Northern Industrial Construction
Brian PR Davis
Owner
PO Box 194
Kelseyville, CA 95451

Any written notice to NCPA shall be sent to:

NCPA
Model Public Works Contract
1/23/17

Northern California Power Agency
Attn: Tom Derenia, Project Manager
P.O. Box 663
Middletown, CA 95461

and

Northern California Power Agency
Attn: General Manager
651 Commerce Drive
Roseville, CA 95678

With a copy to:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

SECTION 29. TERMINATION OF AGREEMENT

NCPA may terminate the Agreement as provided in the Contract Documents. The Contractor shall receive payment for all work performed to the date of termination in accordance with the provisions of the Contract Document.

SECTION 30. MONITORING BY DEPARTMENT OF INDUSTRIAL RELATIONS

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the Northern California Power Agency has authorized the execution of this Agreement by its General Manager has caused this Agreement to be duly executed.

NORTHERN CALIFORNIA POWER AGENCY

ATTEST

By _____
RANDY S. HOWARD, General Manager

By _____
Assistant Secretary of the Commission

Date: _____

APPROVED AS TO FORM

By _____
Ruthann G. Ziegler
Assistant General Counsel

NCPA
Model Public Works Contract
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CONTRACTOR:

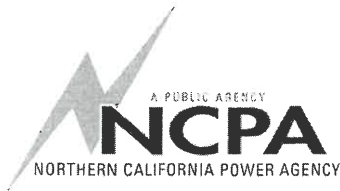
Northern Industrial Construction

By _____
Signature (if a partnership, all partners must sign)

Official Title

Business Address

600971 A-HAZ / 08/31/2018
License No./Classification/Expiration Date



14

Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: RADCO Communications LLC – Five Year Multi-Task General Services Agreement for communication maintenance services for microwave communications projects; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

RECOMMENDATION:

Approval of Resolution 17-55 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with RADCO Communications LLC for communication maintenance services related to microwave communication project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

BACKGROUND:

Communication services relating to microwave communication systems projects including tower maintenance, passive repeater maintenance, and other miscellaneous communication services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. RADCO Communications LLC is a provider of these services and has previously provided communication maintenance services to the NCPA facilities.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required NCPA, will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from multiple qualified providers. Bids are awarded to the lowest cost provider. 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:

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 12, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with RADCO Communications LLC

RESOLUTION 17-55

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
RADCO COMMUNICATIONS LLC**

(reference Staff Report #172:17)

WHEREAS, maintenance services related to communications systems are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

WHEREAS, RADCO Communications LLC is a provider of these services; and

WHEREAS, on June 12, 2017, the LEC Project Participant Committee approved the agreement with RADCO Communications LLC, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with RADCO Communications LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for communication maintenance services related to project support and plant operations for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
COMMISSION CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

RESOLUTION 17-55

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
RADCO COMMUNICATIONS LLC**

(reference Staff Report #172:17)

WHEREAS, communication maintenance services related to microwave communications support and plant operations are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

WHEREAS, RADCO Communications LLC is a provider of these services; and

WHEREAS, on June 12, 2017, the LEC Project Participant Committee approved the agreement with RADCO Communications LLC, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with RADCO Communications LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for communication maintenance services related to project support and plant operations for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
COMMISSION CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RADCO COMMUNICATIONS LLC**

This agreement for general 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") a RADCO Communications LLC corporation with its office located at 450 US Highway 395 North, Carson City, NV 89704 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 \$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.** 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

- 4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance.** Intentionally omitted.
- 4.5 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, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees,

agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to

Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 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 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 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, SCPA or SCPA 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 Ken Speer, 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:

Robert Davidson, President
RADCO Communications LLC
450 US Highway 395 North
Carson City, NV 89704

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

RADCO COMMUNICATIONS LLC

Date_____

Date_____

RANDY S. HOWARD, General Manager

ROBERT DAVIDSON, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

RADCO Communications LLC ("Contractor") as requested by Northern California Power Agency ("Agency") and any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Tower maintenance;
- Passive repeater maintenance;
- Tower climbing and antenna positioning;
- Other communication system maintenance services.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



Rate Sheet

Radco Communications, LLC

450 US Hwy 395 North

Carson City, NV 89704

Phone: 775-826-6338 Fax: 775-826-6355

Job/Site Name:	NCPA, Calaveras County Locations
Date:	5/8/2017
Client:	NCPA 477 Brett Harte Drive Murphys, CA 95247 ATTN: Tracy Kves
Contractor Contact:	ROBERT DAVIDSON

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE
Laborer	Man Hour	\$ 77.50	\$ 96.00
Cement Mason	Man Hour	\$ 88.20	\$ 109.50
Communications Technician	Man Hour	\$ 85.00	\$ 107.50
Iron Worker	Man Hour	\$ 99.35	\$ 126.25
Operating Engineer	Man Hour	\$ 112.00	\$ 140.00
Electrician	Man Hour	\$ 85.00	\$ 107.50
Truck w/ Tools	Day	\$ 150.00	\$ 150.00
Per Diem	Per Day ,Employee	\$ 125.00	\$ 125.00
Clarifications:			
Materials required to be billed at Cost + 15%.			
Rates based on 8 hour work days not to exceed 40 hours per work week.			
Rates based on Calaveras County Prevailing Wage Determinations dated 8/22/16.			

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 RD., 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 establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: Stantec Consulting Services, Inc. – Five Year Multi-Task Consulting Services Agreement for engineering consulting services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer KS	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

RECOMMENDATION:

Approval of Resolution 17-56 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Stantec Consulting Services, Inc. for engineering consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

BACKGROUND:

Engineering consulting services relating to project support and plant operations are required from time to time at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. Stantec Consulting Services, Inc. is a provider of these services and has previously provided consulting services to the NCPA facilities.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other agreements with similar service providers such as Sage Engineers, GHD, Inc., and Condor Earth Technologies. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. 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:

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 12, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with Stantec Consulting Services, Inc.

RESOLUTION 17-56

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

(reference Staff Report #173:17)

WHEREAS, professional and engineering services related to project support and plant operations are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

WHEREAS, Stantec Consulting Services, Inc. is a provider of these services; and

WHEREAS, on June 12, 2017, the LEC Project Participant Committee approved the agreement with Stantec Consulting Services, Inc., in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into the Multi-Task Consulting Services Agreement with Stantec Consulting Services, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for engineering consulting services related to project support and plant operations for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
COMMISSION CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND STANTEC CONSULTING SERVICES, 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 Stantec Consulting Services Inc., a corporation with its office located at 2121 N. California Blvd, Suite 600, Walnut Creek, CA 94596 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 customarily acceptable professional standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

- 4.1 **Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 **Commercial General and Automobile Liability Insurance.**
- 4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 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. 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, and employees from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description that 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 sole negligence, active negligence, or willful misconduct of the Agency.

Notwithstanding the foregoing, in the event that 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 it is not attributable to the negligence of the Consultant and is attributable to the Agency's negligence.

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 or 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 reasonable 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.** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing.

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 either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' prior written notice to remedy the breach. On termination of this Agreement, the Agency shall forthwith pay Consultant any uncontested amounts for the Services performed to the date of termination. Non-payment by the Agency of Consultant's uncontested invoices within sixty (60) days of Agency's receipt thereof is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency, upon payment in full of all uncontested monies owed to Consultant, shall retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement and shall have the right to retain a different consultant to complete the Services not finished by Consultant.

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 upon payment in full of all uncontested monies owed to Consultant. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless first 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. To the extent permitted by applicable law, notwithstanding the foregoing, the Agency's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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 Ken Speer, 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:

Craig Harris, VP of Energy
Stantec Consulting Services Inc.
1560 Broadway Street
Denver, CO 80228
Phone: 650-322-2633

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCCPA 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.
- 10.16** Neither the Agency nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.
- 10.17** It is further agreed that the total amount of all claims the Agency may have against Consultant under an Individual Purchase Order or arising from the performance or non-performance of the Services called for by a specific Individual Purchase Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$2,000,000.

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

NORTHERN CALIFORNIA POWER AGENCY

STANTEC CONSULTING SERVICES INC

Date_____

Date_____

RANDY HOWARD, General Manager

CRAIG HARRIS, VP of Energy

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

Stantec Consulting Services, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Engineering Consulting;
- Civil, Electrical, Mechanical, Geotechnical, and Structural Engineering;
- Development of Construction Drawings, Plans, Specifications, Technical Documents, Reports and Presentations;
- Construction Management; and
- Other Miscellaneous Engineering Tasks.

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:

2017 HOURLY RATE SCHEDULE

The basis of payment will be the CONSULTANT's rate schedule as set forth below. The rates provided below shall be in effect from January 1, 2017 to December 31, 2017 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

Hourly Personnel Charges

TECHNICAL/ADMINISTRATIVE STAFF Hourly Rate	
Junior Technician or Drafter	\$111
Technician or Drafter	126
Designer	142
Clerk Typist/Data Processor	95
Project Administrator	101
PROFESSIONAL STAFF (Engineer, Geologist, Scientist, etc.)	
Assistant Professional (Intern)	\$113
Associate Professional	127
Professional	137
Senior Professional I	149
Senior Professional II	170
Supervising Professional I	184
Supervising Professional II	204
Principal Professional I	237
Principal Professional II	268
Senior Company Officer/Subject Matter Expert	319

All personnel time involving expert or witness testimony, or other participation in a judicial proceeding involving the Client, as requested by Client, during or after completion of the scope of services, will be charged at 1.5 times the hourly rates stated herein. Compilation of data and documents, review and preparation time will be charged at the normal hourly rates in effect at time such services are rendered and requested by Client.

Charges for contract personnel using Stantec facilities will be made according to the hourly rate corresponding to their classification. Special project accounting report and financial services, including submission of invoice support documentation, which are not normally provided to Client, will be charged at the rate of \$60 per hour.

Expenses

1. Project related expenses are charged at cost plus 10 percent.
2. Project subcontracts are charged at cost plus 10 percent.
3. Other expenses directly identifiable to the project, including but not limited to the following examples, will be charged at cost plus 10 percent: equipment or sample shipping; special supplies (drafting and

printing, photos, reference materials, expendable materials such as containers and chemicals); personal expenses (such as travel, personal vehicle mileage, subsistence and vehicle rental costs incurred on project activities); outside report reproduction; and licenses, permits, insurance, special fees, etc.

4. Field or specially equipped vehicles are charged at an hourly rate of \$12.00.
5. Associated Project Costs (including general computer equipment, word processing equipment and software, telephone, telex, facsimile, general photocopying, and postage) will be charged at \$11.50 per labor hour.
6. When required, per diem will be charged at the prevailing geographic rate.
7. Use of computer and Computer Aided Drafting/Design (CADD), Geographic Information Systems (GIS), and similar specialty modeling and computer applications for engineering and scientific analyses will be charged at \$18.00 per hour.

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.

2814660.2



14

Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: Global Diving and Salvage, Inc. – Five Year Multi-Task General Services Agreement for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

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

RECOMMENDATION:

Approval of Resolution 17-57 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Global Diving and Salvage, Inc. for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services and other miscellaneous underwater diving tasks are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Global Diving and Salvage, Inc. is a provider of these services and has previously provided diving services to the NCPA facilities.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements with Ballard Diving and Salvage and DRS Marine, Inc. for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. 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:

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 12, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Global Diving and Salvage, Inc.

RESOLUTION 17-57

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH GLOBAL DIVING
AND SALVAGE, INC**

(reference Staff Report #174:17)

WHEREAS, underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services related to project support and plant operations are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

WHEREAS, Global Diving and Salvage, Inc. is a provider of these services; and

WHEREAS, on June 12, 2017, the LEC Project Participant Committee approved the agreement with Global Diving and Salvage, Inc. in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into the Multi-Task General Services Agreement with Global Diving and Salvage, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for underwater diving and confined space entry maintenance services related to project support and plant operations for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
COMMISSION CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GLOBAL DIVING AND SALVAGE, INC.**

This agreement for general 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 Global Diving and Salvage, Inc., a corporation with its office located at 3840 W. Marginal Way SW, Seattle, WA 98106 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 \$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.** 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 \$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.

4.2.4 Marine General Liability Insurance. Contractor shall maintain marine general liability insurance for the term of this Agreement, 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage should be on "an occurrence" basis covering comprehensive Marine Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.3 Additional Insurance

4.3.1 Maritime Pollution Liability. Contractor shall maintain Maritime Pollution liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000 with a \$10,000 deductible per occurrence.

4.4 Professional Liability 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, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not

qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 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 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 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 Ken Speer, 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:

Kevin J. Pehle
General Manager
Global Diving and Salvage, Inc.
1080 Nimitz Ave, Suite 440
Vallejo, CA 94592

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane 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

GLOBAL DIVING & SALVAGE, INC.

Date _____

Date _____

RANDY HOWARD, General Manager

KEVIN J PEHLE, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

Global Diving & Salvage, Inc. ("Contractor") as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, Agency Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Underwater maintenance and inspection
- Tunnel intake debris removal
- Dam low level outlet debris removal
- ROV inspections
- Fish screen and trash rack inspection and cleaning
- Dam low level outlet gate, stem and stem guide inspection, adjustment and maintenance
- Buoy anchor maintenance
- Bathymetric surveys
- Confined space entry maintenance services

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 attached rate sheet for personnel effective October 1, 2016 and current equipment rate sheet effective July 27, 2016. Rate sheets are determined by collective bargaining agreement and are subject to change.

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.



**CALIFORNIA REGION
MARINE AND ENVIRONMENTAL SERVICES TARIFF
Effective: 10/01/2016**

Charges for personnel and equipment will commence as soon as a written or verbal authorization to proceed is received by Global and will include the time required to mobilize personnel and equipment from Global's facility(ies) to the project site. Charges cease at the conclusion of the operation when personnel and equipment are demobilized, returned to the operations center and equipment is cleaned and restocked.

*** See working rules and notes on reverse side***

Classification	ST/HR	OT/HR	DT/HR	Classification	ST/HR	OT/HR	DT/HR
General				Diving - Southern California			
Project Manager	\$ 150.00	\$ 210.00	\$ 270.00	Superintendent	\$ 118.00	\$ 155.00	\$ 191.00
Assistant Project Manager	\$ 100.00	\$ 145.00	\$ 185.00	Diver	\$ 191.00	\$ 257.00	\$ 323.00
Project Engineer	\$ 120.00	\$ 180.00	\$ 200.00	Standby Diver	\$ 109.00	\$ 142.00	\$ 175.00
Designer	\$ 85.00	\$ 85.00	\$ 85.00	Tender	\$ 108.00	\$ 140.00	\$ 171.00
Project Accountant	\$ 60.00	\$ 70.00	\$ 80.00	Pilebuck	\$ 102.00	\$ 132.00	\$ 162.00
ICS Personnel (Planning, Logistics)	\$ 90.00	\$ 90.00	\$ 90.00	Certified Welder	\$ 104.00	\$ 135.00	\$ 165.00
Mechanic	\$ 44.00	\$ 60.00	\$ 78.00	Rockslinger	\$ 102.00	\$ 132.00	\$ 162.00
Shop/Travel	\$ 40.00	\$ 50.00	\$ 62.00	Travel	\$ 100.00	\$ 128.00	\$ 157.00
Salvage				Diving - Northern California			
Salvage Master	\$ 203.00	\$ 284.00	\$ 365.00	Dive Supervisor	\$ 231.00	\$ 305.00	\$ 378.00
Salvage Engineer	\$ 150.00	\$ 210.00	\$ 270.00	Asst. Dive Supervisor	\$ 230.00	\$ 303.00	\$ 376.00
Salvage Superintendent	\$ 202.00	\$ 268.00	\$ 334.00	Diver	\$ 229.00	\$ 301.00	\$ 373.00
Salvage Foreman	\$ 127.00	\$ 164.00	\$ 200.00	Standby Diver	\$ 139.00	\$ 174.00	\$ 211.00
Salvage Crewman	\$ 116.00	\$ 148.00	\$ 180.00	Tender	\$ 137.00	\$ 172.00	\$ 207.00
Environmental				Pilebuck	\$ 129.00	\$ 161.00	\$ 193.00
Supervisor	\$ 62.00	\$ 86.00	\$ 110.00	Rack Operator	\$ 137.00	\$ 172.00	\$ 207.00
Foreman	\$ 52.00	\$ 70.00	\$ 90.00	Rack Operator (Mixed gas)	\$ 146.00	\$ 185.00	\$ 224.00
Remediation Technician				EMT Technician	\$ 137.00	\$ 172.00	\$ 207.00
(HAZWOPER)	\$ 51.00	\$ 71.00	\$ 91.00	Travel	\$ 116.00	\$ 145.00	\$ 174.00
Skilled Laborer (HAZWOPER)	\$ 44.00	\$ 60.00	\$ 78.00	Remote Operated Vehicle (ROV)			
Vessel Operator	\$ 58.00	\$ 78.00	\$ 100.00	ROV Supervisor	\$ 139.00	\$ 176.00	\$ 212.00
Heavy Equipment Operator	\$ 56.00	\$ 76.00	\$ 98.00	ROV Operator	\$ 136.00	\$ 172.00	\$ 207.00
				ROV Tender	\$ 128.00	\$ 161.00	\$ 193.00

Dive Services - Premium Charges

Depth Premium

In addition to the rates listed above, depth premium is charged when the diver's depth exceeds 50 feet of sea water. Charges will be based on a per foot, per dive, per diver schedule. Depths will be ascertained mechanically, and based on mean sea level.

Depth	Rate
51- 100'	\$4/FT
101-150'	\$5.5/FT
151-220'	\$7.5/FT
Beyond 221'	Negotiable

Penetration Premium

Penetration is defined as a dive that requires a diver to access an area that is both a physically confining space and one in which there is no direct access to the surface or bell for recovery of the diver from the water by the tender. Charges will be based on a per day, per dive, per diver schedule. A second diver acting as an in-water tender may be required, and will be invoiced at appropriate rates.

Penetration	
1-300'	\$1.75/FT/dive
Beyond 300'	\$3.50/FT/dive

Notes:

- 1 **Straight Time (ST); Overtime (OT); Premium Time (PT); and Standby**
 ST: Any work performed M-F between the hours of 0700 - 1600.
 OT: Any work performed for the first four (4) hours M-F between 1600-0700 and the first twelve (12) hours worked on Saturdays. Will be charged for the first 4 hours worked Monday - Friday outside of 0700 - 1530. Overtime will also be charged
 PT: Any work subject to OT charges performed M-F in excess of two (2) hours, any work performed in excess of eight (8) hours on Saturdays, all work on Sundays and recognized Holidays.
 Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday Following Thanksgiving Day, and Christmas Day. Holidays which fall on a Saturday will be observed on the previous Friday and holidays which fall on a Sunday will be observed on the following Monday.
 All hourly personnel rates subject to a 1.5x charge during OT and 2x charge during PT.
 Applicable OT and PT rates may continue to apply until eight (8) consecutive hours are spent off shift or a relief crew is mobilized at the sole expense of customer/client.
 Standby: Any standby days or shifts are subject to full personnel charges and hourly minimums as if services were provided.
- 2 **Hourly minimums**
 All personnel charges subject to a minimum eight (8) hour charge.
 All personnel charges subject to a minimum twelve (12) hour charge per day for projects requiring more than one calendar day on site.
 Diving personnel charges, when recompression is required, are subject to a minimum eight (8) hour charge.
- 3 **Number and type of personnel**
 Global will determine, at its sole discretion, the appropriate number and type of personnel to perform services based upon the scope of work and any applicable federal, state, or local law or regulation, industry standard, or Global's policies and procedures concerning safety.
- 4 **Lodging, sustenance, and mileage**
 Per diem will be charged per person per day at the applicable CONUS rates and mileage at the applicable IRS mileage rate. Per diem, mileage, and all other incidental travel, lodging, and sustenance costs will be charged at cost and are subject to a twenty percent (20%) administrative fee.
- 5 **Special shifts**
 Special shifts, establishing varying ST, OT, and PT charges may be arranged under circumstances for pre-planned projects and if agreed to in writing by Global.
- 6 **Prevailing wages**
 Rates include prevailing wage rates for diving personnel only. Projects requiring the payment of prevailing wage rates and working rules may be subject to additional charges and minimums as required if utilizing environmental personnel.
- 7 **Third party costs**
 All third party costs incurred by Global, including but not limited to: subcontractors, vendors, suppliers, materials, additional insurance premiums, and surety bond fees will be charged at cost plus a minimum twenty percent (20%) administrative fee.
- 9 **Taxes**
 All charges are subject to applicable federal, state, and local taxes.

ALL OPERATIONS WILL BE CONDUCTED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, INDUSTRY STANDARDS, AND GLOBAL'S POLICIES AND PROCEDURES CONCERNING SAFETY. GLOBAL SHALL HAVE STOP-WORK AUTHORITY IF, IN GLOBAL'S SOLE DISCRETION, AN OPERATION CANNOT BE PERFORMED SAFELY.

Global reserves the right to increase published tariff rates if necessary due to increased insurance premium(s), liability, and other costs. Global will provide advance written notice where feasible.

3840 West Marginal Way SW • Seattle, Washington 98106 • 24 hours a day - 206-623-0621 • www.gdiving.com • Fax 206-932-9036



Association of
Diving Contractors
International



American
Salvage
Association

AGC of America
THE QUALITY CONNECTION





GLOBAL
EQUIPMENT & MATERIALS TARIFF
Updated: 7/27/16

Diving Equipment and Support Equipment	UOM	Rate
Dive Control Van - Surface Supplied Air, 10'	Day	\$420
Dive Control Van - Surface Supplied Air, 20'	Day	\$525
Dive Control Van - Surface Supplied Mixed Gas/Deep Air	Day	\$525
Mobile Fly Away Dive Station - Surface Supplied Air	Day	\$158
Surface Supplied Dive Station	Day	\$158
Bell Bounce System - to 300 FSW	Quote	Quote
Saturation Dive System I - 4 Man to 600 FSW	Quote	Quote
Saturation Dive System II - 6 Man to 850 FSW	Quote	Quote
Saturation Dive System III - 6 Man to 1,000 FSW	Quote	Quote
Saturation Dive System IV - 6 Man to 1,000 FSW	Quote	Quote
Surface Dive Launch & Recovery System (LARS) with HPU, Bell and Clump	Day	\$525
Surface Dive Launch & Recovery System (LARS) with HPU, Stage and Clump	Day	\$473
High Pressure NITROX Compressor	Day	\$210
Quincy Air Compressor CAT I (210, 216, 310 or 325 Series) - Diesel	Day	\$95
Quincy Air Compressor CAT II (350, 370, or 390 Series) - Diesel	Day	\$105
Quincy Air Compressor CAT III (5120 Series) - Diesel	Day	\$158
High Pressure Breathing Air Compressor - Electric	Day	\$105
Quincy Air Compressor CAT I (325 Series) - Electric	Day	\$68
Quincy Air Compressor CAT II (350, 370, or 390 Series) - Electric	Day	\$95
Quincy Air Compressor CAT III (5120 Series) - Electric	Day	\$142
Recompression Chamber - IMCA Type 54"-60" Deck Chamber	Day	\$525
Recompression Chamber - Standard 54"-60" Deck Chamber	Day	\$315
Recompression Chamber Van - IMCA Type 54"-60" Chamber	Day	\$630
Recompression Chamber Van - Standard 54"-60" Chamber	Day	\$420
Bottle Rack - 6 Pack	Day	\$11
Bottle Rack - 16 Pack	Day	\$26
HAZMAT Diving Gear - Each Diver Dress	Day	\$105
Hot Water Diving Dress - Each Diver Dress	Day	\$26
Potable Water Diving Dress - Each Diver Dress	Day	\$263
Dive Umbilical with Video	Day	\$79
Hot Water Dive Umbilical with Video	Day	\$89
Survey DVD's (Video and Still Images)	Each	\$58
Underwater Stand alone Light - 250 watt	Day	\$26
Underwater Stand alone Light - 1,000 watt	Day	\$86
Video Survey (DVR/Monitor/Video Cable/Camera/Light)	Day	\$184
Black Water Camera System (Clear Water Box)	Day	\$184
Mag Particle UV Light	Day	\$137
Mag Particle Yoke	Day	\$79
Underwater NDT Ultrasonic Thickness Gauge	Day	\$126
Underwater Digital Camera	Day	\$184
DAN O2 Kit	Day	\$5
Expendables (Dive Gases, Discs, Patch Materials, DC Plugs, etc.)	Each	Cost + 20%
First Aid Kit	Day	\$5
Hot Water Heater - Small Diesel	Day	\$131
Hot Water Heater - Large Diesel	Day	\$152
Hot Water Manifold	Day	\$13
Propeller (Wheel) Kit (Rope/Wire Removal Tools)	Day	\$26
Underwater Cable Locator	Day	\$420
Underwater Metal Detector	Day	\$158
Jet Hose - 2.5" 500 PSI - 50' section	Sect/Day	\$32
Jet Nozzle - 2.5" Zero Thrust	Day	\$22
Jet Pump - 3" 1 Stage 125 PSI	Day	\$84
Jet Pump - 4" 1 Stage 180 PSI	Day	\$126

**GLOBAL
EQUIPMENT & MATERIALS TARIFF
Updated: 7/27/16**

Jet Pump - 4" 2 Stage 225 PSI	Day	\$189
Jet Pump - 6 x 3 Stage 350 PSI/1,000 GPM	Day	\$347
Hydroblaster - 20,000 PSI	Day	\$604
Hydroblaster Hose - 20,000 PSI - 50' Section	Sect/Day	\$79
Hydroblaster Zero Thrust Gun - 20,000 PSI	Day	\$105
Manta Ray Anchor Installation Package	Day	\$525
Pressure Washer - 3,000 PSI	Day	\$126
Pressure Washer - 5,000 PSI	Day	\$231
Pressure Washer Hose - 3,000-5,000 PSI - 50' Section	Sect/Day	\$16

Salvage / Marine Casualty Response	UOM	Rate
Diaphragm Pump - 2" 180 GPM	Day	\$58
Diaphragm Pump - 3" 255 GPM	Day	\$68
Peristaltic Pump - 2"	Day	\$147
Pressure Pump - 2.5"	Day	\$84
Salvage Blower - Low Pressure High Volume 10PSI/1,150 CFM	Day	\$315
Submersible Pump - 2.5" Stanley 450 GPM	Day	\$68
Submersible Pump - 2" Marco Hydraulic 400 GPM	Day	\$89
Submersible Pump - 4" Electric 600 GPM	Day	\$210
Submersible Pump - 4" Marco 1,000 GPM	Day	\$105
Submersible Pump - 6" Tsurumi Electric 1,600 GPM	Day	\$273
Trash Pump - 2" Gas/Diesel 210 GPM	Day	\$53
Trash Pump - 3" Gas/Diesel 400 GPM	Day	\$79
Trash Pump - 4" Gas/Diesel 600 GPM	Day	\$105
Waterous Floto Pump - 2" 140 GPM	Day	\$74
Well Pump - 2.5" Grundfos Submersible (3PH) - 35 GPM	Day	\$79
Hot Tap System - 1"-2" Small (Requires Hyd. Powerpack)	Day	\$263
Hot Tap System - 2"-8" Large (Requires Hyd. Powerpack)	Day	\$473
Hot Tap System - Hole Saw Bits	Each	Cost + 20%
Landing Plate Assemblies	Each	Cost + 20%
Annular Water Injection System	Day	\$158
Desmi DOP 200 Dual Pump - 290 GPM	Day	\$210
Desmi System Hyd. Power Unit DOP 200 Dual & 100' Umbilical	Day	\$945
Heat Exchangers	Day	\$1,260
Landing Plate Assemblies	Each	Cost + 20%
Underwater Defueling - Heat Transfer System (Requires Boiler)	Day	\$420
Underwater Digital Tank Differential Pressure (ΔP) Sensor System	Day	\$131
Airlift - 8"	Day	\$42
Airlift - 16"	Day	\$63
Airlift - 24"	Day	\$263
Portegee Dredge - 8"	Day	\$42
Lift Bags - up to 0.5 Ton	Day	\$37
Lift Bags - 0.5 to 2 Tons	Day	\$63
Lift Bags - 2 Tons to 10 Tons	Day	\$210
Damage Control Kit (DC Plugs, Wedges, Shims, U/W Epoxy, etc.)	Day	\$42
Davit - 2,500#	Day	\$32
Materials (Consumed)	Each	Cost + 20%
Patch Kit (Neoprene, Contact Cement, Plywood, Hardware, etc.)	Day	\$26
Polution Dome	Day	\$79
Project Support Van - 20' with Workbench, Rigging, Tools, etc.	Day	\$168
Salvage Assessment Kit	Day	\$116
Small Cofferdams - Various Sizes	Each/Day	\$26
Underwater Defueling Kit	Day	\$79

**GLOBAL
EQUIPMENT & MATERIALS TARIFF**
Updated: 7/27/16

The MPC Lightering Systems are owned by Marine Pollution Control, Detroit, MI, and are part of the MPC Worldwide Pumping Equipment Network. Global Diving & Salvage is the Agent/Operator of this equipment in the Pacific Northwest. MPC 6" Submersible Lightering System includes ancillary gear, 200' hose

MPC 6" CCN	Day	\$3,528
MPC 6" CCN	Stby Day	\$2,352
MPC 6" CCN-150 Pump	Hour	\$147
MPC 6" Framo TK-6	Day	\$3,528
MPC 6" Framo TK-6	Stby Day	\$2,352
MPC 6" Framo TK-6 Hyd. Submersible Pump - 2200 GPM	Hour	\$147

Hoses - Air / Water / Steam / Hydrocarbon	UOM	Rate
Pneumatic CP Hose - 0.75" - 50' Section	Sect/Day	\$8
Fresh Water/Boiler Hose - 2" 150 PSI - 50' Section	Sect/Day	\$37
Hot Water Hose - 1" Steam	Foot/Day	\$0.42
Water Injection Hose (Used with Annular Water Injection System) - 1"	Foot/Day	\$0.42
Fire Hose - 1.5" - 50' Section	Sect/Day	\$7
Fire Hose - 2.5" - 50' Section	Sect/Day	\$21
Jet Hose - 2.5" Titan - 50' Section	Sect/Day	\$42
Fuel Transfer Hose - 2" Diesel Only - 50' Section	Sect/Day	\$39
Fuel Transfer Hose - 2" Gas/Diesel - Various Lengths	Foot/Day	\$0.84
Oil Transfer Hose - 4" - Various lengths	Foot/Day	\$3.68
Suction/Discharge Hose - 2" - Various lengths	Foot/Day	\$0.74
Suction/Discharge Hose - 2.5" - 50' Section	Sect/Day	\$13
Suction/Discharge Hose - 3" - Various lengths	Foot/Day	\$0.84
Suction/Discharge Hose - 4" - Various lengths	Foot/Day	\$0.95
Suction/Discharge Hose - 6" - 10' Section	Sect/Day	\$21

Rigging	UOM	Rate
Adjustable Spreader Bar - 50t	Each/Day	\$210
Lift Straps - 12" Synthetic - 50' & 60'	Each/Day	\$263
Lifting Chains - ABS Grade 3 - 2.0" Stud Link - 2 x 90' - 159t Proof	Each/Day	\$210
Lifting Chains - ABS Grade 3 - 3.5" Stud Link - 2 x 90' - 450t Proof	Each/Day	\$420
Lifting Chains & Bridles - Pre/Post Lift Recertification	Each	Cost + 20%
Lifting Frame - 400t	Per Lift	\$10,500
Project specific Design/Build Salvage Rigging	Quote	Quote
Shackle - 2.0" - 55t SWL	Each/Day	\$17
Shackle - 2.5" - 85t SWL	Each/Day	\$27
Shackle - 3.0" - 120t SWL	Each/Day	\$36
Skookum R-8 - 8" x 3" "Tommy Moore" Snatch Block - WLL 9t	Each/Day	\$15
Snatch Block - 1.5" - 45t WLL	Each/Day	\$27
Snatch Block - 2.0" - 60t WLL	Each/Day	\$48
Wire Rope Bridle - 2-Way - 2.0" x 30' - 126t Proof	Each/Day	\$105
Wire Rope Bridle - 4-Way - 2.75" x 90' - 130t Proof	Each/Day	\$210
Pile Chains - 2 - Way Bridle	Each/Day	\$13
Shackles - 2t - 10t	Each/Day	\$6
Shackles - 10t - 20t	Each/Day	\$9
Shackles - 20t - 55t	Each/Day	\$13
Snatch Block - 3t - 10t	Each/Day	\$8
Snatch Block - 10t - 20t	Each/Day	\$15
Snatch Block - 20t - 55t	Each/Day	\$19

GLOBAL
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Wire/Synthetic Slings - 2t - 10t	Each/Day	\$14
Wire/Synthetic Slings - 10t - 20t	Each/Day	\$36
Wire/Synthetic Slings - 20t - 55t	Each/Day	\$80
Chain Binders	Each/Day	\$4
Chain Fall Hoist - 1t - 5t	Each/Day	\$25
Comealong - 1t - 3t	Each/Day	\$4
Hoist Tripod	Day	\$79
Lashing Chains	Each/Day	\$8
Ratchet Straps - 3"	Each/Day	\$2
Turn Buckles	Each/Day	\$9
Anchor Crown Buoy	Each/Day	\$47
Anchor Hawk and Recovery Rigging	Day	\$788
Anchor Marker Lights	Each/Day	\$13
Anchors - 250 - 1,000#	Each/Day	\$79
High Performance Anchors - 1,000 - 4,000#	Each/Day	\$105
High Performance Anchors - 4,000 - 8,000#	Each/Day	\$131
High Performance Anchors - 8,000 - 11,000#	Each/Day	\$158
High Performance Anchors - 12,000#	Each/Day	\$184

Burning & Welding	UOM	Rate
Topside O2/Acetylene Burning Station (Includes All Equipment)	Day	\$79
Topside Welding Station (Includes All Equipment)	Day	\$158
Underwater Burning Station (Includes All Equipment)	Day	\$158
Underwater Welding Station (Includes All Equipment)	Day	\$158
Welder - Diesel - 250 amp	Day	\$68
Welder - Diesel - 400 amp	Day	\$88
Welder - Diesel - 425 amp	Day	\$79
Welder - Electric - 450 amp	Day	\$67
Welder - Electric - 600 amp	Day	\$102
Welder - Electric Wire Feed with Spool Gun - 300 amp	Day	\$105
Welder - Gasoline - 200 amp	Day	\$63
Aqualance Tubular Underwater Burning Rod - 3/8" - 50 per Box	Rod	\$4
Aqualance Tubular Underwater Burning Rod - 5/16" - 50 per Box	Rod	\$6
ArcAir Tuff Cote Underwater Burning Rod - 5/16" - 50 per Box	Rod	\$15
Broco BR-22 Ultrathermic Underwater Burning Rod - 66 per Box	Rod	\$4
Broco Soft Touch Underwater Welding Rod - 5/32"	Rod	\$4
Burning O2 in Small Quantities Billed per Rod Used	Rod	\$1
Underwater & Topside Welding/Burning Rods & Gases (consumed)	Rod/Bottle	Cost + 20%

Electrical Generators	UOM	Rate
Generator - .5kW - 2.0kW	Day	\$37
Generator - 3.0kW - 5kW	Day	\$53
Generator - 6kW - 10kW	Day	\$63
Generator - 9.0kW	Day	\$95
Generator - 10.0kW	Day	\$105
Generator - Diesel - 5.0kW	Day	\$74
Generator Fuel - Diesel or Gasoline	Gallon	Cost + 20%

Hydraulic Systems	UOM	Rate
Hydraulic Power Unit - 18 HP 10 GPM - Diesel	Day	\$158
Hydraulic Power Unit - 40 HP 20 GPM - Diesel	Day	\$252
Hydraulic Power Unit - 10 GPM - Electric	Day	\$84

GLOBAL
EQUIPMENT & MATERIALS TARIFF
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Hydraulic Power Unit - 20 GPM - Electric	Day	\$126
Hydraulic Power Unit - 30 GPM - Electric	Day	\$147
Hydraulic Tool Station - Power Unit & 150 Feet Hydraulic Umbilical	Day	\$315
Hydraulic Hose (1"Supply/Return, 0.5" Case Drain) - 50' Section	Sect/Day	\$58
Hydraulic Hose Reel - 600' Twinline	Day	\$126
Hydraulic Hose Twinline Umbilical - 50' Section	Sect/Day	\$79
Hydraulic Hand Tools (Chainsaw, Hammer Drill, Grinder, etc.)	Each/Day	\$79
Hydraulic Hull Scrubbing System	Day	\$630
Hydraulic Hull Scrubbing Brushes (Consumed)	Each	Cost + 20%
Hydraulic Jack Hammer - 90#	Day	\$158
Hydraulic Magnetic Drill Station	Day	\$126
Hydraulic Propeller Polishing System	Day	\$473
Hydraulic Propeller Polishing Discs (Consumed)	Each	Cost + 20%
Hydraulic Wall Saw	Day	\$236
Power (Crab) Block - 16"	Day	\$105
Braden Winch	Day	\$210
Hydraulic Winch - 5 ton	Day	\$273
Enerpac Cable Cutter	Day	\$60
Enerpac Hose .375' x 50' Section	Sect/Day	\$13
Enerpac Hydraulic Button Jack - 5 ton	Day	\$16
Enerpac Hydraulic Flange Spreader	Day	\$60
Enerpac Hydraulic Jacks - 0.75 ton - 30 ton	Each/Day	\$32
Enerpac Hydraulic Pump - Electric	Day	\$60
Enerpac Hydraulic Pump - Hand Operated	Day	\$8
Enerpac Hydraulic Pump - Pneumatic	Day	\$50
Enerpac Hydraulic Scissor Jacks - 0.75 Ton - 14 Ton	Each/Day	\$21
Enerpac Hydraulic Spreader (Birds Mouth)	Day	\$60

Air Compressors - Pneumatic Systems	UOM	Rate
Air Compressor - 85 CFM - Diesel	Day	\$74
Air Compressor - 125 CFM - Diesel	Day	\$158
Air Compressor - 185 CFM - Diesel	Day	\$168
Air Compressor - 190 CFM - Diesel	Day	\$184
Air Compressor - 260 CFM - Diesel	Day	\$263
Air Compressor - 375 CFM - Diesel	Day	\$289
Air Compressor - 750 CFM - Diesel	Day	\$368
Copus Blower Ventilator	Day	\$63
RAMFAN Blower Ventilator/Exhauster	Day	\$53
Air Tugger - 1 ton	Day	\$84
Air Tugger - 2 ton	Day	\$131
Air Tugger - 5 ton	Day	\$194
Underwater Pneumatic Tool Post Immersion Maintenance	Each	\$158
Underwater Pneumatic Tools (Chainsaw, Drill, Rivet Buster, etc.)	Day	\$53
Pneumatic CP Hose - 3/4" - 50' Section	Sect/Day	\$8

Vessels (Rates listed do not include crew or fuel)	UOM	Rate
14' Skiff with Outboard - 25 HP	Hour	\$26
16' Steel Buck Skiff - 25 HP - "Buck boat"	Hour	\$53
16' Tuff Boat Aluminum - 50 HP	Hour	\$53
17' Boston Whaler - 40 HP	Hour	\$84
18' Aluminum Seine Skiff - single screw	Hour	\$105
19' Aluminum Skiff - 40 HP - tender for "Prudhoe Bay"	Hour	\$84
19' Aluminum Seine Skiff - single screw	Hour	\$105

**GLOBAL
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19' Aluminum Skiff - 150 HP - "Roger"	Hour	\$84
22' Boston Whaler - 150 HP - "TMB"	Hour	\$84
22' Operational Vessel - 90 HP - "Sand Pebble"	Day	\$263
23' Aluminum - 130 HP - "Pacman"	Hour	\$105
24' Aluminum - 50HP - "Titan"	Hour	\$105
26' Aluminum Jet Boat - 315 HP - "DFMU"	Hour	\$158
26' Aluminum Landing Craft - 315 HP - "Elwah"	Hour	\$158
26' Aluminum - 300 HP - "Tenacious" & "Interceptor"	Hour	\$131
27' Steel Push boat - single screw - "Archie"	Hour	\$210
29' Aluminum - single screw - "Blue Parrot"	Hour	\$158
32' Aluminum - 440 HP - "Steadfast"	Hour	\$158
34' Aluminum - 425 HP - "Silver Isle"	Hour	\$158
34' Fiberglass - 2x 150 HP - "Raider" & "Loon"	Hour	\$158
38' Aluminum - 2x150 HP - "Munson"	Hour	\$158
40' Response Vessel	Hour	\$210
43' Aluminum - 2x325 HP - "Dawn"	Hour	\$210
40' Aluminum - 350HP - "Auklet"	Hour	\$210
62' Landing Craft - M/V "Prudhoe Bay" (Puget Sound)	Hour	\$263
62' Landing Craft - M/V "Prudhoe Bay" (Puget Sound)	Day	\$4,200
62' Landing Craft - M/V "Prudhoe Bay" (Puget Sound)	Stby Day	\$2,205
80' Dive Support Vessel - DSV "Sand Island" (Alaska)	Day	\$6,510
80' Dive Support Vessel - "Sand Island"	Stby Day	\$4,095
80' Dive Support Vessel - "Sand Island" Supernumerary Personnel Per Diem -	Person/Day	
Meals/Lodging		\$53
Fuel and Oil (Consumed)	Gallon	Cost + 20%
20' x 8' Work Barge - 25HP - "Mini-Me"	Day	\$158
50' x 12' Flat Deck Barge - "Skinny Barge"	Day	\$210
Modular Barge EZ/Dock	Sq. Foot/Day	\$1

Oil Spill Response	UOM	Rate
Weir Skimmer - 3" (Includes Pump)	Day	\$158
Rope Mop - 4" (Includes 5kW Generator)	Day	\$263
Crucial 13/24 skimming system - w/ pump and power pack	Day	\$1,575
Foxtail Vertical Band Adhesion - w/pump and power pack	Day	\$840
MI-2 Disc Skimmer - Includes 12v power supply	Day	\$210
RBS-5 Aquaguard Drum Skimmer	Stby Day	\$368
RBS-5 Aquaguard Drum Skimmer - w/pump and power pack	Day	\$630
Contractor Boom - 8" x 12" - Standby	Foot/Day	\$0.26
Marina Boom 4"x 4" - Standby	Foot/Day	\$0.26
Permanent Boom - 24" - Standby	Foot/Day	\$0.37
Boom Anchoring Gear - 40 lb	Each/Day	\$21
Boom Lights	Each/Day	\$7
Contractor Boom - 8" x 12"	Foot/Day	\$1.58
Marina Boom - 4"x 4"	Foot/Day	\$1.31
Permanent Boom - 24"	Foot/Day	\$1.84
Hydraulic Sorbent Squeezer	Day	\$79
Oil Snare on Rope - 50'	Each	\$142
Sorbent Boom - 5" x 40 - 1 per bale	Bale	\$100
Sorbent Boom - 8" x 40 - 1 per bale	Bale	\$141
Sorbent Industrial Rug -36" x 150' - 1 per bale	Bale	\$263
Sorbent Pad - 17" x 19" - 100 per bale	Bale	\$67
Sorbent Pad - 17" x 19" - 200 per bale	Bale	\$71
Sorbent Roll - 38" x 144' - 1 per bale	Bale	\$126

GLOBAL
EQUIPMENT & MATERIALS TARIFF
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Sorbent Rug - 36" x 50' - 1 per bale	Bale	\$142
Sorbent Sweep - 19" x 100' - 1 per bale	Bale	\$100
Spill Dry	Bag	\$16
250 Gallon Tank - Stainless Steel or Poly	Day	\$210
275 Gallon Stainless Steel Tote Tank	Day	\$210
350 Gallon Stainless Steel Tote Tank	Day	\$210
500 Gallon Fast Tank	Day	\$79
55 Gallon Drum - Closed Top (Consumed)	Each	\$74
55 Gallon Drum - Open Top (Consumed)	Each	\$79
95 Gallon Poly Over-Pack (Consumed)	Each	\$221
Barrel Lifting Chains	Day	\$11
Canflex Bladder (318BL)	Day	\$525
Shallow Water Barge (249BBL)	Day	\$1,575
Drum Cart	Day	\$19
Drum Recovery Kit	Day	\$158
Yokohama Style Fender - small (5' x 6')	Day	\$131
Yokohama Style Fender - medium (5' x 10')	Day	\$158
Yokohama Style Fender - large (8' x 10')	Day	\$184

Remotely Operated Vehicle / Subsea Navigation / Sonar	UOM	Rate
Inspection Class ROV - 0 - 1000 FSW - Stingray / Phantom	Day	\$787.50
Inspection Class ROV - 0 - 2000 FSW Spectre	Day	\$787.50
Inuktun Versatrax - 150 Pipe Crawler ROV - 0 - 100 FSW	Day	\$787.50
ROV or cable mounted push camera (pipeline inspection)	Day	\$262.50
Video Ray Explorer ROV - 0 - 250 FSW	Day	\$525.00
Video Ray Pro 3 GTO XT ROV - 0 - 500 FSW	Day	\$630.00
Work Class ROV - 0 - 6500 FSW - Cougar - free swimming	Day	\$3,150.00
Work Class ROV - 0 - 6500 FSW - Cougar - with TMS and LARS	Day	\$3,675.00
Acoustic Doppler Current Profiler (ADCP)	Day	\$210.00
Hypack 2013 Navigation/Survey Software	Day	\$52.50
Trackpoint II Ultra Short Baseline Navigation System	Day	\$157.50
Trackpoint Position Transponders	Each/Day	\$52.50
BlueView M900-130 Multibeam Sonar	Day	\$315.00
Expendables (Cable, tape, sealants, etc.)	Each	Cost + 20%
Imagenex 881A Sector Scanning Sonar	Day	\$210.00
Mesotech MS-1000 Sector Scanning Sonar	Day	\$262.50
Tritech SeaKing Sector Scanning	Day	\$157.50

Motor Vehicles	UOM	Rate
1/2 Ton Pick-Ups	Day	\$79
3/4 Ton 4x4 Pick-Ups	Day	\$95
1 Ton Flatbeds (Crew Cabs and Trucks with a Davit)	Day	\$95
2 Ton Flatbed Crew Cab	Day	\$158
2 Ton 4x4 Crew Cab Flat Bed Truck	Day	\$168
4 Ton Flatbed Crew Cab with Long Bed	Day	\$158
5 Ton Flatbed Long Bed with Lift Gate	Day	\$210
6 Ton Crane Truck	Day	\$315
Crew Van	Day	\$95
Passenger Vehicles	Day	\$68
Shoreline Response Truck (United Freight)	Hour	\$158
Utility Service Truck	Day	\$158
10' Skimming Trailer	Day	\$53
16'-20' x 8' Flatbed Trailer (Boom Trailer)	Day	\$53

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EQUIPMENT & MATERIALS TARIFF
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18' x 8' Spill Response Trailer (Materials Billed Separately)	Day	\$210
20' x 8' Flatbed Trailer (Deck-Over)	Day	\$158
24' x 8' Dive Trailer	Day	\$263
25' Gooseneck Trailer - 12,500# GVW	Day	\$210
50' x 8' Shoreline Trailer (Materials Billed Separately)	Day	\$263

Topside Tools	UOM	Rate
Cargo Nets	Day	\$21
Chain Saw - Chains	Each	Cost + 20%
Chain Saw - Gasoline	Day	\$53
Chop Saw - Blades	Each	Cost + 20%
Chop Saw - Gasoline	Day	\$53
Core Drill	Day	\$158
Hand Tools (Hammers, Saws, Pry Bars, Wrenches)	Each/Day	\$5
Hudson Sprayer	Day	\$11
Ladder - 10'	Day	\$26
Ladder - 24'	Day	\$37
Laser Transit	Day	\$90
Mag Drill	Day	\$53
Needle Gun	Day	\$47
Peanut Grinder	Day	\$47
Portable Lights (500 Watt)	Day	\$29
Power Tools - Electric / Battery Operated	Each/Day	\$37
Pressure Washer	Day	\$84
Rivet Buster - Small	Day	\$32
Rivet Buster - Large	Day	\$47
Rock Drill	Day	\$53
Roto Hammer	Day	\$53
Space Heater - 25K BTU	Day	\$53
Steam Cleaner	Day	\$84
Vibratory Plate Compactor - Gasoline	Day	\$37
Weed-Eater / Brush Cutter - Gasoline	Day	\$37

Communications / Office	UOM	Rate
Cellular Phone	Day	\$32
Computer and Printer	Day	\$100
Copier	Day	\$37
Fax Machine	Day	\$21
GHS Vessel Modeling Software - per model generation	Each	\$1,575
GPS (Portable)	Day	\$53
Handheld Radio - UHF/VHF	Day	\$16
Portable Satellite Telephone - Minutes Cost Plus	Day	\$63
Satellite Communications System - Voice Only - Minutes Cost Plus	Day	\$158
Satellite Communications System - Voice and Data - Minutes Cost Plus	Day	\$263
Satellite and Cellular Voice and Data Charges	Lot	Cost + 20%

GLOBAL
EQUIPMENT & MATERIALS TARIFF
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Safety / Personal Protective Equipment (PPE)	UOM	Rate
4-Gas Meter (LEL, O2, H2S and CO)	Day	\$79
Confined Space Equipment (ER Extraction Gear)	Day	\$53
Flotation Coat (Mustang, Stearns, etc.)	Day	\$21
Flotation Suit (Mustang, etc.)	Day	\$32
Flotation Work Vest	Day	\$5
Full Face Respirator	Each	\$101
GloBug 1,000W/120VAC Balloon Light Tower	Day	\$89
Half-Face Respirator	Each	\$40
Hard Hat	Each	\$19
Hydrogen Sulfide (H2S) Personal Monitor	Each/Day	\$16
Level C (Modified) PPE	Initial/Day	\$50
Level D PPE	Day	\$26
OSHA Certified Man Basket	Day	\$131
Portable Decontamination Station	Day	\$53
Respirator Cartridge - Organic Vapor	Each	\$38
Respirator Cartridge other than Organic Vapor	Each	Cost + 20%
Rubber Boots	Each	\$37
Safety Glasses	Each	\$9
Safety Goggles	Each	\$9
Soil/Water Sampling Equipment	Day	\$79
Cotton Glove Liners	Pair	\$2
Cubic Yard Box (Maverick)	Each	\$68
Fence Stakes	Each/Day	\$3
Overboot - Disposable	Pair	\$6
Petroflex Rubber Glove	Pair	\$5
Rain Gear - 2 Piece - Disposable	Each	\$21
Sheeting - 20' x 100' x 4 mil per Roll	Roll	\$84
Sheeting - 20' x 100' x 6 mil per Roll	Roll	\$131
Spill Bags - 33" x 40" - 100 per Case	Case	\$84
Super Sack Bulk Bag - 1 cubic Meter	Each	\$47
Trash Bags - 20" x 40" - 200 per Case	Case	\$53
Tyvek - Disposable	Each	\$12
Tyvek - Saranex	Each	\$32
Work Glove	Pair	\$11
Warehouse Support Equipment	UOM	Rate
Crane Truck - 6 Ton	Day	\$315
Forklift - 10 Ton - 17 Ton	Day	\$517
Forklift - 2 Ton - 4 Ton	Day	\$132
Pallet Jack	Day	\$7
Steam Cleaner/Wash Bay	Day	\$126

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D - NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20__.

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

EXHIBIT E – NOT APPLICABLE

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

SUBJECT: DRS Marine, Inc. – Five Year Multi-Task General Services Agreement for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

FROM: Ken Speer <i>KS</i>	METHOD OF SELECTION:
Assistant General Manager	N/A
Division: Generation Services	<i>If other, please describe:</i>
Department: Hydroelectric	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of Resolution 17-58 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with DRS Marine, Inc. for underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services and other miscellaneous underwater diving tasks are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. DRS Marine, Inc. is a provider of these services and has previously provided diving services to the NCPA facilities.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements with Ballard Diving and Salvage and Global Diving and Salvage, Inc. for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. 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:

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 12, 2017 and was approved.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with DRS Marine Inc.

RESOLUTION 17-58

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

(reference Staff Report #175:17)

WHEREAS, underwater diving inspection, cleaning, debris removal, and confined space entry maintenance services related to project support and plant operations are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

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

WHEREAS, on June 12, 2017, the LEC Project Participant Committee approved the agreement with DRS Marine, Inc. in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into the Multi-Task General Services Agreement with DRS Marine, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for underwater diving and confined space entry maintenance services related to project support and plant operations for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	<hr/>	<hr/>	<hr/>
BART	<hr/>	<hr/>	<hr/>
Biggs	<hr/>	<hr/>	<hr/>
Gridley	<hr/>	<hr/>	<hr/>
Healdsburg	<hr/>	<hr/>	<hr/>
Lodi	<hr/>	<hr/>	<hr/>
Lompoc	<hr/>	<hr/>	<hr/>
Palo Alto	<hr/>	<hr/>	<hr/>
Port of Oakland	<hr/>	<hr/>	<hr/>
Redding	<hr/>	<hr/>	<hr/>
Roseville	<hr/>	<hr/>	<hr/>
Santa Clara	<hr/>	<hr/>	<hr/>
Shasta Lake	<hr/>	<hr/>	<hr/>
Truckee Donner	<hr/>	<hr/>	<hr/>
Ukiah	<hr/>	<hr/>	<hr/>
Plumas-Sierra	<hr/>	<hr/>	<hr/>

BOB LINGL
COMMISSION CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DRS MARINE, INC.**

This agreement for general 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 DRS Marine, Inc., a corporation with its office located at 525 Chestnut Street, Vallejo, CA 94590 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 201_ ("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 \$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. 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 \$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.

4.2.4 Marine General Liability Insurance. Contractor shall maintain marine general liability insurance for the term of this Agreement 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage should be on "an occurrence" basis covering comprehensive Marine Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.3 Additional Insurance

4.3.1 Maritime Pollution Liability. Contractor shall maintain Maritime Pollution Liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000 with no deductible.

4.4 Professional Liability 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, Agency shall the right to require Contractor to provide the certificates of insurance

and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

- 6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 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 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 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, SCLPA or SCLPA 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 Ken Speer, 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:

Richard Williams,
President
DRS Marine, Inc.
525 Chestnut Street
Vallejo, CA 94590

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 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

DRS Marine, Inc.

Date _____

Date _____

RANDY HOWARD, General Manager

RICHARD WILLIAMS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

DRS Marine, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency") at any facility owned and/or operated by the Agency, Agency Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, shall perform the following services including, without limitation:

- Underwater maintenance & inspection
- Tunnel intake and low level outlet debris removal
- Dam low level outlet debris removal
- ROV inspections
- Fish screen and trash rack inspection and cleaning
- Dam low level outlet gate, stem and stem guide inspection, adjustment and maintenance
- Buoy anchor maintenance
- Confined space entry / inspection
- Bathymetric surveys

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:

~~~~~	<b>DRS MARINE, Inc.</b>	~~~~~
<ul style="list-style-type: none"><li>• COMMERCIAL DIVERS</li><li>• ROVS</li><li>• CRANE BARGES</li><li>• TUG BOATS</li><li>• MARINE CONSTRUCTION</li></ul>	ca lic 508905      dir 1000006704	525 CHESTNUT STREET VALLEJO, CA 94590 BUS: 707-648-3483 FAX: 707-648-2006 drsmarine@aol.com

#### DAY RATES July 1, 2017 to June 30, 2018

1	3- Man Dive Team per OSHA regulations	8 hr s/t shift	\$3,734
2	3-man team- overtime	Per hour @ 1 1/2 x	\$637
3	3-man team- doubletime	Per hour @ 2x	\$792
4	Travel Time	Per hour man	\$55
5	Subsistence	Per day/man	\$130
6	1 ton Utility Truck	Per day	\$125
7	Surface supplied air Dive Gear	Per day	\$135
8	ROV	Per day	\$850
9	Consumables Rentals	Per day	\$850

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 RD., LODI, CA 95242

(Project name and location)

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

_____  
(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

**EXHIBIT D - NOT APPLICABLE**

**CERTIFICATION**

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

I, _____,

(Name of person signing affidavit)(Title)

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

_____

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

_____

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – NOT APPLICABLE

ATTACHMENT A [from MLA]  
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT  
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

_____  
(Authorized Officer & Title)

_____  
(Address)



# Commission Staff Report

**DATE:** June 20, 2017

**COMMISSION MEETING DATE:** June 29, 2017

**SUBJECT:** 2018 Technical Reference Manual Update and Energy Efficiency Best Practices Guidelines – One-Year Funding Agreement with CMUA and SCPPA

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione <i>[Signature]</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	

<b>IMPACTED MEMBERS:</b>		
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"/>
Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify.</i>		
<hr/>		
<hr/>		

## **RECOMMENDATION:**

Approve Resolution 17-60 authorizing the General Manager and/or his designee to execute a funding agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) to share the costs for the 2018 Technical Reference Manual Update and development of the Energy Efficiency Best Practices Guidelines, with any non-substantial changes recommended and approved by the NCPA General Counsel, for which NCPA's costs shall not exceed \$33,075 over the one-year term of the agreement.

## **BACKGROUND:**

In 2014, CMUA, with NCPA and SCPPA, contracted with Energy & Resource Solutions (ERS) for the development of the first edition of the Technical Reference Manual (TRM), which became the default source of energy savings estimates for POU energy efficiency programs. In 2016, CMUA, with NCPA and SCPPA, contracted with ERS to update the TRM to reflect changes to state/federal energy efficiency codes and standards.

At the direction of the Public Benefits Working Group, NCPA worked with ERS on the scope of a 2018 TRM update to: (1) reflect changes to state/federal energy efficiency standards, (2) adjust energy savings estimates based on new data, and (3) include additional spreadsheet "calculators" for semi-custom measures, such as non-residential refrigeration measures.

In addition, the changing nature of energy efficiency sector has created uncertainty about how to best plan, administer, evaluate, and report on POU energy efficiency programs. To this end, the NCPA Public Benefits Working Group requested and helped develop the scope of a TRM complementary resource, the Energy Efficiency Best Practices Guidelines (EEBPG), to provide additional support to POUs on how to use the TRM, as well establish common best practices regarding the administration of energy efficiency programs.

SCPPA provided valuable feedback on the scope of both the 2018 TRM update and the EEBPG. As the TRM and EEBPG will be statewide resources, CMUA has agreed to enter into a professional services agreement with ERS for the TRM work, and a cost-sharing agreement with NCPA and SCPPA for their share of the ERS agreement.

The 2018 TRM update and EEBPG will be completed within three months from the execution date. The professional services agreement also includes training and technical support related to the TRM and EEBPG. The term of the ERS-CMUA professional services agreement and the NCPA-SCPPA-CMUA cost-sharing agreement are both for one year.

## **FISCAL IMPACT:**

Total cost of the project to NCPA is not to exceed \$33,075. This project was included in the current fiscal year budget as a participant pass-through cost, under Members Services Projects – Energy Efficiency Target. Cost allocation will be on an equal-share basis. Each NCPA member's share of the project is not to exceed \$2,205.



Total cost of the professional services agreement between CMUA and ERS is not to exceed \$85,995. Cost allocation will be on an equal-share basis per participating utility at CMUA, NCPA, and SCPPA respectively. This is consistent with both the initial development of the TRM and the 2016 TRM update.

The cost allocation is as follows:

- NCPA (15 participating utilities) = \$33,075
- CMUA (13 participating utilities) = \$28,665
- SCPPA (11 participating utilities) = \$24,260

### **SELECTION PROCESS:**

ERS was originally retained by Santa Clara in 2012, and selected as a result of formal bidding consistent with NCPA's procurement policies and procedures, to develop a Technical Reference Manual (TRM) specific to the measures of Santa Clara's energy efficiency programs. This served as the basis for NCPA, SCPPA, and CMUA to contract with ERS to expand the TRM to encompass all California POU climate zones in 2014. As was the case in 2016, ERS is recommended to perform this work because it developed the original TRM and is uniquely situated to update the TRM product and develop the complementary energy efficiency best practices guidelines.

### **ENVIRONMENTAL ANALYSIS:**

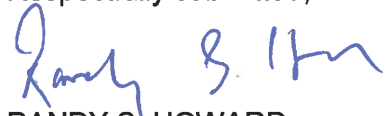
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

The recommendation was developed and requested by the Public Benefits Working Group over multiple meetings, the most recent on May 18, 2017.

The recommendation was reviewed by the Utility Directors Committee on June 15, 2017 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

### **Attachments:**

- Resolution
- Funding Agreement with CMUA and SCPPA

**RESOLUTION 17-60**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FUNDING AGREEMENT WITH THE CALIFORNIA MUNICIPAL UTILITIES  
ASSOCIATION AND SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

**(reference Staff Report #177:17)**

WHEREAS, the Northern California Power Agency (NCPA) has previously collaborated with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA), on the development of a Technical Reference Manual (TRM) of estimated energy savings of various measures; and

WHEREAS, the TRM needs to be updated at least every two years to incorporate changes to state and federal energy efficiency codes and standards; and

WHEREAS, technology and state policy priorities are evolving at such a rapid pace that energy efficiency best practices guidelines have been requested by NCPA, SCPPA, and CMUA members to inform their program planning and support consistency across utility service territories; and

WHEREAS, CMUA shall enter into a consulting services agreement with Energy and Resource Solutions, Inc., for the 2018 TRM update and development of energy efficiency best practices guidelines for use by all California publicly owned utilities, including NCPA Members, in an amount not to exceed \$86,000; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 and/or his designee to execute a funding agreement with the California Municipal Utilities Association and Southern California Public Power Authority to share the costs for the 2018 Technical Reference Manual Update and development of the Energy Efficiency Best Practices Guidelines, with any non-substantial changes recommended and approved by the NCPA General Counsel, for which NCPA's costs shall not exceed \$33,075 over the one-year term of the agreement.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

_____  
BOB LINGL  
CHAIR

ATTEST:

_____  
CARY A. PADGETT  
ASSISTANT SECRETARY

## FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This agreement ("Agreement") is dated as of _____, 2017, by and between the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers authority. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

### WITNESSETH:

WHEREAS, each of the Parties is a membership organization consisting of publicly owned utilities, many of which operate an electric utility; and

WHEREAS, certain of the member utilities of the Parties ("Participants") are engaged in the planning, development, and administration of energy efficiency incentive programs for their respective retail electric customers; and

WHEREAS, the Participants have a need for professional and technical services regarding the estimated energy savings of various energy efficiency measures in order to provide their customers with accurate information regarding different potential energy efficiency projects and retrofits, as well as to forecast and report anticipated energy savings to their governing boards, State policymakers, and their customers; and

WHEREAS, the Participants have a need for professional and technical services regarding the best practices for developing, managing, and administering energy efficiency programs as the market and policies related to energy efficiency continue rapidly evolve; and

WHEREAS, the Parties desire to jointly retain Energy & Resources Solutions, Inc., a California Corporation ("Consultant") to update the technical reference manual they previously compiled and updated, and to develop energy efficiency best practices guidelines that can be utilized by the Participants, and to share the costs of updating the reference manual and developing guidelines; and

WHEREAS, the Consultant is qualified and capable of providing consulting services for the updating of the manual and development of guidelines, and the Consultant is willing to provide such services at a price **NOT TO EXCEED eighty-five thousand, nine-hundred ninety-five dollars (\$85,995)**, including all costs; and

WHEREAS, CMUA is willing to retain Consultant to provide the services, with the costs of such services to be shared by each of the Parties as specified in this Agreement so that the technical reference manual and best practices guidelines will be provided to each of the Parties and their respective Participating Members.

NOW, THEREFORE the Parties agree as follows:

1. Retainer of Consultant. CMUA agrees to enter into a consultant services agreement (the "CSA") with Consultant, in an amount **eighty-five thousand, nine-hundred ninety-five dollars (\$85,995)**. Pursuant to the CSA, Consultant will develop and deliver the updated Technical Reference Manual ("the Manual") and Energy Efficiency Best Practices Guidelines ("the Guidelines") to CMUA as more fully described in the CSA. Upon delivery of the Manual and the Guidelines to CMUA, CMUA shall promptly deliver copies of it to SCPPA and NCPA for use by their respective Participating Members.
2. Administration of CSA. CMUA shall be responsible for the administration of the CSA.
3. Authorized Representatives: Any notices to the Parties, and all invoices and payments shall be sent to the following Authorized Representatives of the Parties:

Barry Moline  
Executive Director  
California Municipal Utilities Association  
915 L Street, Suite 1460  
Sacramento, CA 95814  
Phone: (916) 326-5800

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95568  
Phone: (916) 781-3636

Mike Webster  
Executive Director  
Southern California Public Power Authority  
1160 Nicole Court  
Glendora, CA 91740  
Phone: (626) 793-9364

Any Party may modify the name of its Authorized Representative or its address by sending written notice to the other Parties.

4. Integration and Amendment. This is an integrated Agreement. It contains the complete understanding of the Parties. This Agreement may not be changed or modified except by written amendment executed by the Parties.
5. Payment. The Parties agree that, based upon the relative number of Participants anticipated to use the Manual who are members of each of them, the cost of the services provided under the CSA will be shared by the Parties in the following percentages:
  - NCPA (15 Participants): 38.462%
    - Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah
  - SPPA (11 Participants): 28.205%
    - Anaheim, Azusa, Banning, Burbank, Colton, Glendale, Imperial, Los Angeles, Pasadena, Riverside, Vernon
  - CMUA (13 Participants): 33.333%
    - Corona, Lassen, Merced, Modesto, Moreno Valley, Needles Pittsburg, Rancho Cucamonga, Sacramento, San Francisco, Trinity, Turlock, Victorville

Upon receipt of any invoice from the Consultant, CMUA shall forward a copy of the invoice to SPPA and NCPA who shall, within thirty (30) days of receipt, pay their share of the invoice or otherwise make restitution of their respective share of the invoice to CMUA. CMUA as counterparty to the CSA with the Consultant will be responsible for remittance of the payment to the Consultant. Each Party shall be responsible for the recovery of any costs for which it is responsible under this Agreement from those Participants who are members of that Party.

CMUA's payments on behalf of its respective Participants (including all costs) shall not exceed twenty-eight thousand six hundred sixty-five dollars (\$28, 665). NCPA's payments on behalf of its respective Participants (including all costs) shall not exceed thirty-three thousand seventy-five dollars (\$33,075). SPPA's payments on behalf of its respective Participants (including all costs) shall not exceed twenty-two thousand two hundred fifty five dollars (\$24,255). In the event of any cost exceedance, Parties agree to meet and confer on appropriate action, including consideration of a strict enforcement of the not-to-exceed requirements of the CSA.

6. Dispute Resolution. The Parties shall attempt to resolve disputes arising under this

Agreement in a fair and reasonable manner by discussions among their respective Authorized Representatives. In the event they are unable to resolve the dispute in that manner, then any dispute or action which arises under this Agreement shall be subject to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association. The location of the arbitration shall be in Sacramento, California. In any such action, the prevailing Party shall be entitled to recover its reasonable attorneys' fees as costs.

7. Miscellaneous.

- (a) This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.
- (b) This Agreement is severable. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue in full force shall continue as to other circumstances in accordance with, the laws of the State of California.
- (c) The obligations incurred by the Parties under this Agreement are several, and not joint. No Party shall be responsible for the costs incurred under the CSA for services to Participants who are not identified in this Section 5 as responsibility of that Party.
- (d) This shall be governed by, and construed in accordance with, the laws of the State of California.
- (e) There are no third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, the Participants are not third party beneficiaries.
- (f) This Agreement may be executed in counterparts, each of which shall be deemed an original.
- (g) This Agreement shall be effective as of the date first above written.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

**California Municipal Utilities Association**

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BARRY MOLINE  
Executive Director

**Northern California Power Agency**

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RANDY S. HOWARD  
General Manager

Approved as to form:

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General Counsel

**Southern California Public Power Authority**

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MICHAEL WEBSTER  
Executive Director



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# Commission Staff Report

Date: June 20, 2017

COMMISSION MEETING DATE: June 29, 2017

**SUBJECT:** Mark III Construction, Inc. Public Works Agreement – Multi-Facility Security Systems Development and Installation. Applicable to the following projects: All Generation Services Facilities – Geothermal, Combustion Turbine and Hydroelectric Generation Services Facilities.

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Ken Speer <i>KS</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	Public Works Bid
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Generation Services	

<b>IMPACTED MEMBERS:</b>		
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"/>
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>		
<u>Turlock Irrigation District</u>		



## **RECOMMENDATION:**

Authorize the General Manager to execute a public works agreement with Mark III Construction, Inc., with any non-substantial changes as approved by the NCPA General Counsel; to issue purchase orders and change orders for not to exceed \$1,283,481 for the installation of security systems at NCPA Geothermal, Combustion Turbines, and Hydroelectric Projects; and to increase the CT budget by \$221,620 to cover the increased cost of the security upgrades.

## **BACKGROUND:**

NCPA facilities have existing physical security systems of various ages and capability. In 2014, NCPA conducted a security assessment of key facilities with security consultant CH2M Hill. CH2M Hill provided prioritized recommendations for each facility location based on identified threats and vulnerabilities, including the installation of physical security systems.

In 2015, the security systems for NCPA Headquarters (HQ) and Disaster Recovery Center (DRC) facilities were upgraded, based on the assessment's recommendations.

The scope of this project is to implement the recommendations at NCPA's Generation Services facilities - Geothermal, Combustion Turbines (CT1, CT2, and LEC), and Hydroelectric Projects. This includes upgraded and expanded surveillance (video cameras and related equipment), intrusion detection (motion sensors and door alarms), access control (door locks), and related servers and workstations at each facility. The purpose of creating one project to update all Generation Services facilities is to obtain timely and cost effective solutions from bidding contractors, and to ensure the consistency of systems and hardware installed across NCPA's facilities.

## **FISCAL IMPACT:**

The total cost of the Multi-Facility Security Systems Development and Installation project is \$1,283,481. This includes construction and a 10% contingency. The cost is broken down into separate costs to the Geothermal, CT1, LEC, and Hydroelectric Projects, based on the scope of work and materials required at each facility. Each Generation Services Project FY17 budget has Physical Security funds encumbered from the FY16 budget.

Cost breakdown and budget funds currently allocated for Physical Security are as follows:

<b><u>PROJECT</u></b>	<b><u>BUDGET</u></b>	<b><u>COST</u></b>	<b><u>DELTA</u></b>
Geothermal	\$408,923	\$358,256	\$50,667
CT1	\$78,420	\$300,040	(\$221,620)
LEC	\$170,204	\$181,112	(\$10,908)
CT2	\$12,674	\$18,915	(\$6,241)
Hydroelectric	\$298,435	\$425,158	(\$126,723)
<b>TOTAL</b>	<b>\$968,656</b>	<b>\$1,283,481</b>	<b>(\$314,825)</b>

### **ENVIRONMENTAL ANALYSIS:**

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

### **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on June 7, 2017 and was recommended for Commission approval.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 12, 2017 and was approved.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Public Works Agreement with Mark III Construction, Inc.

## **RESOLUTION 17-59**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE PUBLIC WORKS AGREEMENT WITH MARK III CONSTRUCTION, INC.**

**(reference Staff Report #176:17)**

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains Generation Services facilities consisting of the Geothermal, Combustion Turbine and Hydroelectric project on behalf of the project participants; and

WHEREAS, NCPA had CH2M Hill conduct a security assessment of all NCPA facilities, including headquarters (HQ) and the disaster recovery center (DRC), in 2014; and

WHEREAS, CH2M Hill provided physical security system recommendations for each facility location based on identified threats and vulnerabilities; and

WHEREAS, following the assessment, in 2015 NCPA upgraded the HQ and DRC systems securities; and

WHEREAS, the scope of the Multi-Facility Security Systems Development Installation Project is to implement the security system assessment recommendations at the Generation Services facilities; and

WHEREAS, the purpose of creating one multi-facility project is to obtain timely and cost effective solutions and ensure the consistency of systems and hardware installed across the NCPA Generation Services facilities; and

WHEREAS, the public construction bidding is complete; and

WHEREAS, Mark III Construction, Inc. was the lowest responsible, responsive bidder to the Request for Proposal issued for the public works Multi-Facility Security Systems Development Installation Project with a bid of \$1,166,801; and

WHEREAS, an additional 10% (\$116,680) construction contingency is requested to cover possible change orders and contingencies for a total project cost of not to exceed \$1,283,481; and

WHEREAS, a \$221,620 increase to the CT budget is requested to cover the increased cost of the security upgrades; 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 to execute a public works agreement with Mark III Construction, Inc., with any non-substantial changes as approved by the NCPA General Counsel, and to issue purchase orders and change orders for an amount not to exceed \$1,283,481, for the Multi-Facility Security Systems Development Installation Project at the NCPA Generation Services facilities.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

_____  
BOB LINGL  
CHAIR

_____  
ATTEST: CARY A. PADGETT  
ASSISTANT SECRETARY

## AGREEMENT

This contract ("Contract" or "Agreement") is entered into this _____ day of _____ 20__ by and between the Northern California Power Agency, a joint powers public agency organized and existing under the laws of the State of California (hereinafter referred to as "NCPA") and Mark III Construction, Inc, a **California Corporation** with offices located at 5101 Florin Perkins Road, Sacramento CA 95826, (hereinafter referred to as "Contractor"), collectively referred to as the "Parties"),

WHEREAS, NCPA intends to have constructed the Multi-Facility Security Systems Development and Installation ("Project") located at **NCPA's Facilities near Alameda, Middletown, Lodi, Calaveras County, & Tuolumne County, CA** (hereinafter referred to as the "Project"), and the work required by this Contract is an integral part of this Project, and

WHEREAS, on _____, 2017, at its regularly scheduled meeting, the NCPA Commission has approved and authorized this Project by Resolution No. _____ ( if estimated at over \$250,000); and

WHEREAS, both Parties have a desire to perform the work described herein;

**NOW THEREFORE, IT IS AGREED THAT:**

### **SECTION 1. SCOPE OF WORK**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform and complete, in a good workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and in strict accordance with the Contract Documents (as defined below), including without limitation the drawings and technical specifications and plans included therein, the Work of:

**Northern California Power Agency  
Project Description: Multi-Facility Security Systems Development and Installation  
NCPA Bid No.: GSHQ-101**

It is understood and agreed that such tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals shall be furnished, and the Work performed and completed, in accordance with the Contract Documents and subject to the approval of NCPA and NCPA's duly authorized representatives.

### **SECTION 2. TIME OF COMPLETION; LIQUIDATED DAMAGES**

Contractor hereby agrees to commence the Work within 7 calendar days from the date of NCPA's "Notice to Proceed," and to diligently prosecute the same to completion within **one hundred fifty (150)** consecutive calendar days commencing after the date of NCPA's Notice to Proceed, except as adjusted by any subsequent change order. Time is of the essence in this Agreement.

This Contract is being awarded in reliance upon the completion date set forth in the Contract Documents and the dates established by schedules set forth and released by NCPA. NCPA will hold the Contractor responsible and accountable for all damages suffered by NCPA as a consequence of the Contractor's failure to meet the schedule dates, or to complete the work at the time specified, except for such excusable delays as listed in the Contract Documents.

It is agreed by the parties to this Agreement that in the case in which portion of the work called for under Contract Documents are not completed within the times specified, damages will be sustained by NCPA, and it is and will be impractical and extremely difficult to ascertain the actual damages which NCPA will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor shall pay to NCPA the sums stipulated for delays in finishing the work beyond the times of completion specified; and the Contractor agrees to pay these liquidated damages, and further agrees that NCPA may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract Documents. If such moneys are insufficient, the Contractor or its surety or sureties shall pay to NCPA any deficiency within thirty (30) days of invoice submittal by NCPA.

Liquidated damages in the amount of 1% of the contract price per day for each day after 100 days of delay shall be imposed on Contractor.

### **SECTION 3. CONTRACT PRICE**

NCPA will pay Contractor in current funds as full consideration for the full and complete performance of this Agreement the sum of:

One million one hundred sixty six thousand eight hundred and one dollars (\$1,166,801.00), being Contractor's bid amount, subject to subsequent contract change order(s), for furnishing all materials and for doing all the Work contemplated under this Agreement; for all loss or damages arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work, until the Work is accepted by the NCPA; for all expenses incurred by or in consequences of the suspension or discontinuance of the Work; and for well and faithfully completing the Work, the whole thereof, in the manner and in accordance with the Contract Documents therefore and the requirements of NCPA under them.

### **SECTION 4. BONDS**

Prior to execution of this Agreement, Contractor shall obtain a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Payment (Labor and Materials) Bond, and a ten percent (10%) Maintenance Bond each in the form included in the Contract Documents.

### **SECTION 5. INSURANCE**

Before beginning any work under this Contract, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims that may arise from or in connection with the performance of the work hereunder by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall maintain the insurance policies required by this section throughout the term of this Contract. The cost of such insurance shall be included in the Contractor's price. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to NCPA. Verification of the Contractor's required insurance shall be submitted and made part of this Contract prior to execution. The existence of insurance shall not relieve or decrease the liability of Contractor under the Contract Documents.

**5.1. Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of NCPA. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against NCPA and its officers, officials, employees, and volunteers for loss arising from work performed under this Contract.

**5.2. Commercial General Insurance.**

**5.2.1. General requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily injury, personal injury, including death resulting therefrom, completed operations and products liability; broad form property damage liability; coverage for the XCU hazards of explosion, collapse, and underground, and contractual liability as to the obligations assumed by the Contractor under the Contract Documents.

**5.2.2. Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (current edition) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.

**5.3 Automobile Liability Insurance.**

**5.3.1. General requirements.** Contractor, at its own cost and expense, shall maintain automobile liability insurance for the term of this Contract in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000.00), per occurrence, combined single limit coverage for risks associated with the work contemplated by this Contract. If an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

**5.3.2. Minimum scope of coverage.** Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (current edition) symbol 1. No endorsement shall be attached limiting the coverage.

#### **5.4 All Policies Requirements.**

- 5.4.1. Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.
- 5.4.2. Verification of Coverage.** Prior to beginning any work under this Contract, Contractor shall furnish NCPA with endorsements (as to insurance referenced in Sections 5.2, 5.3 and 5.5) and certificates, with complete certified copies of all policies (if requested by NCPA), evidencing to NCPA's reasonable satisfaction, compliance with Section 5 herein. All endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 5.4.3. Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice of any material changes to the insurance specified herein, including suspension, cancellation, termination, limitation, reduction in scope or amount. NCPA's receipt of such notice shall not constitute NCPA's acceptance of such material change.
- 5.4.4. Additional Insured; Primary Insurance.** An endorsement at least as broad as Insurance Services Office form number CG 20 10 (current edition) shall be attached to policies referenced in Sections 5.2, 5.3 and 5.5, stating that NCPA and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to such policies. The coverage shall contain no special limitations on the scope of protection afforded to NCPA or its officers, employees, agents, or volunteers.
- Each endorsement shall state that coverage is primary insurance with respect to NCPA and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by NCPA shall be called upon to contribute to a loss under the coverage.
- 5.4.5. Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of NCPA for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Contract.
- During the period covered by this Contract, only upon the prior express written authorization of NCPA, Contractor may increase such deductibles or self-insured retentions with respect to NCPA, its officers, employees, agents, and volunteers. NCPA may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- 5.4.6. Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 5.4.7. Variation.** NCPA may approve a variation in writing in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that NCPA's interests are otherwise fully protected.



**5.4.8 Reporting.** The endorsements shall also specify that any failure or delay to comply with reporting or other provisions of the policies shall not affect coverage provided to NCPA, its officers, officials, employees, agents or volunteers.

**5.4.9 Occurrence-basis for Coverage.** The endorsements shall also specify that coverage is on an occurrence or an accident basis, and not on a claims-made basis.

**5.5 Builder's Risk.** Contractor shall obtain and maintain at its own expense a builder's risk and fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy shall name NCPA and the Contractor as insureds. This insurance shall be in the amount of 100% of the Contract Price, and may be increased at NCPA's request to reflect change orders. In the event of partial or total destruction by fire of any or all of the Work at any time prior to completion and NCPA's acceptance of the Work, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's sole cost and expense and at no cost to NCPA.

**5.6 Remedies.** In addition to any other remedies NCPA may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, NCPA may, at its sole option exercise any of the following remedies, which are alternatives to other remedies NCPA may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;
- Order Contractor to stop work under this Contract or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Contract.

## **SECTION 6. INDEPENDENT CONTRACTOR**

**6.1. Independent Contractor.** At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of NCPA. NCPA shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Notwithstanding any other NCPA, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Contract shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by NCPA, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of NCPA and entitlement to any contribution to be paid by NCPA for employer contributions and/or employee contributions for PERS benefits.

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

## **SECTION 7. REGISTRATION**

During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors, who are subject to Public Contract Code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5

## **SECTION 8. LAW, VENUE, AND CONFLICTS OF INTEREST**

**8.1.** This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the provisions of the Contract Documents, including this Agreement, shall be determined and governed by the laws of the State of California, without regard to the choice of law doctrine.

**8.2.** The duties and obligations of the parties created hereunder are performable in Placer County and in that County where the NCPA Project is located. Either Placer County or the County where the Project Facility is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

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

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

**8.5.** Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of NCPA. If Contractor was an employee, agent, appointee, or official of NCPA in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Contract. Contractor understands that, if this Contract is made in violation of Government Code Sections 1090 *et seq.*, the entire Contract is void and Contractor will not be entitled to any compensation for services performed pursuant to this Contract, including reimbursement of expenses, and Contractor will be required to reimburse NCPA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

## **SECTION 9. CHANGE ORDERS**

It is agreed that the Project Manager is the sole person authorized to execute change orders necessary to the prosecution of the Work, unless NCPA otherwise notifies Contractor in writing.

## **SECTION 10. EXTRA WORK**

Contractor hereby agrees that it will not proceed with any extra work unless it has been authorized in writing to do so by the Project Manager prior to the commencement of such extra work.

## **SECTION 11 PROGRESS PAYMENTS**

**11.01** The Contractor shall submit to NCPA's designated representative at least 10 days before the first and/or third Monday of the month, for NCPA's approval, a request for payment. Each progress payment to the Contractor by NCPA shall be in payment for only that work performed

by the Contractor during the period immediately preceding the Contractor's current request for payment.

**11.02** If requested by NCPA, the Contractor shall submit time sheets to NCPA daily for approval and signature. The daily time sheets shall clearly delineate the number of worker-hours and equipment hours worked in each given area of work. If NCPA makes this request, then only those time sheets signed by NCPA will be honored for payment.

**11.03** Each request for payment submitted by the Contractor shall include backup documentation in support of all quantities and costs for which payment is requested, including but not limited to all material invoices, subcontractor/vendor statements of quantities and/or services provided, equipment rental invoices and signed daily time sheets.

**11.04** Work performed at the request of NCPA, which is outside the scope of work and unit prices as defined in these Contract Documents, shall be itemized separately, with back-up documentation attached, and the total cost figures for the work shall be entered on the billing form under "Other Work". Work itemization with back-up shall be submitted with the Contractor's request for payment.

**11.05** Subject to Section 12 of the General Conditions, after approval by NCPA, progress payments will be made to the Contractor in the amount of ninety five percent (95%) of the approved billing. Progress payments will be made within 30 days after NCPA receives the Contractor's Request for Payment. NCPA's Progress Payment shall not constitute approval or acceptance of the Work performed.

## **SECTION 12. FINAL PAYMENT**

**12.01** Final payment will not be made to the Contractor until it has furnished evidence satisfactory to NCPA, of the Contractor's payment or provision for payment of all bills for material, labor, services, etc., incurred in connection with the performance of the Work; and at NCPA's option the written consent of the Contractor's surety to release final payment.

**12.02** Final payment will further be contingent on approval of, and acknowledgment by, NCPA that the Contractor has completed all tasks and complied with all conditions of the Contract Documents. Upon approval by NCPA, the final payment will be made to the Contractor. NCPA may withhold from final payment, to the extent allowed by applicable law, amounts which in NCPA's opinion are determined to be reasonable and necessary to provide security against any losses, damages, expense, and liability covered by the Indemnification provision in the Contract Documents, and claims filed or reasonable evidence indicating probable filing of claims, damages to NCPA or third parties, liquidated damages, or other lawful bases for withholding final payment.

**12.03** Final payment by NCPA, and acceptance of it by the Contractor, shall not constitute a waiver by NCPA, to any rights with respect to the Contractor's continuing obligations under the Contract Documents.

## **SECTION 13. DISPUTES**

**13.1.** All questions of fact, and any and all disputes with references thereto, arising out of the performance of this Contract, or changes therein, or extra work in connection therewith, shall be submitted in writing to NCPA. NCPA will then make the final decision, which when made in writing shall be final and conclusive on the parties hereto.

**13.2.** Prior to initiating litigation in a court of competent jurisdiction, both Contractor and NCPA shall undergo alternative dispute procedures as outlined in Public Contract Code Sections 20104

*et seq.* The parties also expressly agree that the Alternative Dispute Resolution procedures outlined in Public Contract Code Sections 20104 *et seq.* shall apply to all claims, including those that exceed \$375,000, and that such procedures are incorporated as though fully set forth in this Contract.

#### **SECTION 14. PREVAILING WAGES**

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, NCPA has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold NCPA harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

#### **SECTION 15. GUARANTEE OF WORK**

Contractor hereby agrees that it will post a Maintenance Bond in the form included in the Contract Documents after final inspection by NCPA and completion of required corrections and/or repairs. Such Maintenance Bond shall guarantee Contractor's work for the period of one year after the date of recording of NCPA's Notice of Completion of the Work.

#### **SECTION 16. RELEASE**

Upon payment of undisputed amounts under this Agreement and if requested by NCPA, Contractor shall execute a Release in the form provided by NCPA. Such Release shall not apply to disputed contract claims in amounts specifically excluded by Contractor from the operation of the Release.

#### **SECTION 17. BINDING AGREEMENT; ASSIGNMENT**

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and NCPA and their respective successors and permitted assigns.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of all sureties on all bonds required by this agreement, including but not limited to the Payment (Labor and Materials) Bond, and NCPA.

#### **SECTION 18. CONTRACT DOCUMENTS**

The full, complete and exclusive contract between the parties hereto shall consist of the following identified documents (the "**Contract Documents**"): (1) The "**Bid Documents**," consisting of the Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Bid Form, Bid Bond, Designation of Subcontractors, Non-Collusion Declaration, Agreement, Workers' Compensation Insurance Certification,

Performance Bond, Payment (Labor and Materials) Bond, Maintenance Bond, Escrow Agreement for Security Deposits in Lieu of Retention, General Conditions, Supplementary Conditions, and Technical Specifications and Plans, if any, Maintenance Labor Agreement (LEC only), and any Addenda, and (2) any Change Orders, Field Orders, or NCPA's directives issued pursuant to and in accordance with this Agreement.

#### **SECTION 19. INDEMNIFICATION AND ATTORNEY'S FEES**

Contractor shall at its own cost, defend, hold harmless, and indemnify NCPA, its governing board, officials, commission members, officers, directors, employees, agents, and successors in interest ("Indemnitees") from and against any and all liability, damages, losses, claims, demands, actions, costs including attorney's fees and expenses ("Liabilities"), on account of injury to or death of persons or damage to any property (including property of NCPA) or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement, and Contractor will reimburse Indemnitees for all Liabilities incurred by Indemnitees in consequence of any claims, demands, and causes of action which may be brought against Indemnitees arising out of the performance by the Contractor of this Agreement. However, notwithstanding, nothing in this section or the Contract Documents generally shall be construed to require the Contractor to indemnify the Indemnitees for their sole negligence, willful misconduct, or for defects in design furnished by Indemnitees. This section and the Contract Documents shall be construed consistent with Civil Code section 2782 so as to provide the maximum indemnification permitted by applicable law to Indemnitees.

This indemnification shall be in addition to any other indemnification provisions contained in the Contract Documents.

#### **SECTION 20. NO IMPLIED WAIVER OF BREACH**

The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of this Contract.

#### **SECTION 21. SUCCESSORS AND ASSIGNS**

The provisions of this Contract shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

#### **SECTION 22. USE OF RECYCLED PRODUCTS**

Contractor shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

#### **SECTION 23. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Contract. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Contract, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the immediately foregoing paragraph, verbatim, of this Subsection in any subcontract approved by the Contract Administrator or this Contract.

Contractor shall indemnify, defend, and hold harmless NCPA with respect to any alleged violation of this Section.

#### **SECTION 24. ENTIRE AGREEMENT**

The Contract Documents constitute the entire Agreement between the parties, and supersede any prior agreement between the parties, oral or written, including NCPA's award of the contract to Contractor, unless such agreement is expressly incorporated herein. NCPA makes no representations or warranties, express or implied, not specified in the Contract Documents.

#### **SECTION 25. EXECUTION OF OTHER DOCUMENTS**

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

#### **SECTION 26. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

#### **SECTION 27. SEVERABILITY**

If any provision of the Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

#### **SECTION 28. AMENDMENTS**

The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

#### **SECTION 29. WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, to an officer or director of the corporation, or to a manager of the LLC for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives the notice.

Any written notice to Contractor shall be sent to:

Mark III Construction, Inc.  
Attn: Justin Whitton  
5101 Florin Perkins Road  
Sacramento, CA 95826

Any written notice to NCPA shall be sent to:

Northern California Power Agency  
Attn: Project Manager  
Ronald Yuen  
651 Commerce Dr, Roseville  
CA 95678

NCPA  
Model Public Works Contract  
1/4/16

and

Northern California Power Agency  
Attn: General Manager  
Randy Howard  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

**SECTION 29. TERMINATION OF AGREEMENT**

NCPA may terminate the Agreement as provided in the Contract Documents. The Contractor shall receive payment for all work performed to the date of termination in accordance with the provisions of the Contract Document.

**SECTION 30. MONITORING BY DEPARTMENT OF INDUSTRIAL RELATIONS**

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**IN WITNESS WHEREOF**, the Northern California Power Agency has authorized the execution of this Agreement by its General Manager has caused this Agreement to be duly executed.

NORTHERN CALIFORNIA POWER AGENCY

ATTEST

By _____  
RANDY S. HOWARD, General Manager

By _____  
Assistant Secretary of the Commission

Date: _____

APPROVED AS TO FORM

By _____  
Ruthann G. Ziegler  
Assistant General Counsel

CONTRACTOR:

_____  
(Name - Type or Print)

By _____  
Signature (if a partnership, all partners must sign)

_____  
Official Title

_____  
Business Address

_____  
License No./Classification/Expiration Date



**CORPORATE CERTIFICATE**

I, _____, hereby certify that I am the Secretary of the Corporation named as Contractor in the foregoing Agreement; that _____ who signed the Agreement on behalf of the Contractor, was then _____ of such Corporation; that the Agreement was duly signed for and in behalf of such Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)