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Commission Minutes

Date: February 24, 2022
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:32 am via teleconference. NCPA staff attended at NCPA, 651 Commerce Drive, Roseville, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the January 20, 2022, Regular Commission Meeting and the January 20, 2022, Special Commission meeting.

MOTION: A motion was made by Mark Chandler, and seconded by Jerry Serventi to approve the Minutes of the January 20, 2022, Regular Commission Meeting, and the January 20, 2022, Special Commission Meeting. The motion carried by a majority on a roll call vote of those members present as follows:

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

PUBLIC FORUM

Chair Hagele opened the public comment period. No members from the public addressed the Commission. Chair Hagele closed the public comment period.

Alternate Commissioner Mike Brozo arrived at the meeting at 9:44 am.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- COVID-19 update: On February 15, 2022, California's statewide indoor mask mandate for vaccinated persons expired. On February 16, 2022, California reverted to its previous guidance which requires only unvaccinated persons to wear masks in all indoor public settings and businesses. In light of the change and the significant decline in COVID-19 cases and hospitalizations, the Agency modified its COVID-19 Prevention Plan.
- Have had several employees resign recently, with several indicating the reason for leaving is they are seeking full-time telecommuting, as well as pay. Staff is currently looking at NCPA's policy on telecommuting for certain job classifications.
- Gave a brief update on market conditions. There is a lot of volatility in the energy market due to many outside factors. Bureau of Reclamation water allocations are dismal, as well as pressure on gas supply due to the international supply reduction with the invasion of Russia into Ukraine. Drought continues to be a concern in the West.
- Held a Speakers Series that focused on a recently issued report on a potential future for the Diablo Canyon nuclear facility.

4. Executive Committee

Committee Chair Hagele reported the Executive Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and met in closed session. No reportable action was taken in closed session. The Committee discussed under new business the process of appointing the vacant Committee seat and the Chair of the Legislative and Regulatory (L&R) Committee due to the departure of Greg Scharff. The Committee agreed to appoint Mark Chandler as Chair of the L&R Committee and to seek Commissioner nominations to fill the now vacant seat of Vice Chair of the L&R Committee. The vacant seat on the Executive Committee will be discussed during the annual Officer's nomination process later in the year. The Committee will meet prior to the March Commission meeting to discuss and appoint the new Vice Chair of the L&R Committee.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee discussed Items 15-19, and 21 on today's agenda. A quorum of the Committee was established, and recommended Commission approval of all items. The next Committee meeting is scheduled for March 2.

6. Finance Committee

Committee Chair Catalina Sanchez reported the Committee met once since the last Commission meeting. The Committee recommended both for acceptance and approval of items 12, 22a and 22b on today's Agenda.

The Committee also received a report on the current conditions of the financial markets. PFM stated the Fed announced at its December meeting it would end its pandemic-era bond purchases in response to persistent inflation and a steady recovery of the labor market. As a result, Treasuries rose noticeably in the first week of 2022 and according to Fed futures, the market expects a rate hike in Q1 and subsequent rate hikes each following quarter.

Staff presented proposed modifications to NCPA's Investment Policy as part of the annual review. At the request of a member utility, modifications were made to include Environmental, Social, and Governance (commonly referred to as ESG) factors as part of the investment objectives. The Committee felt they first needed guidance from the Commission before making a recommendation. This item will return to the Commission for discussion at the March meeting. The next Finance Committee meeting will be held on May 10.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled on March 3.

8. Legislative & Regulatory Affairs Committee

Committee Vice Chair Mark Chandler reported the Committee met twice since the last Commission meeting. The Committee held a Speakers' Series session featuring the Stanford and MIT researchers who have recently issued a report on a potential future for the Diablo Canyon nuclear facility. The Committee met at its regular scheduled meeting on February 23, to review and recommend Commission approve the proposed FY 23 L&R budget. The Committee also discussed items 13 and 14 on today's agenda, and recommended Commission approval of both items. A small member delegation will attend the American Public Power Association's Legislative Rally in Washington, D.C., February 28-March 2, as well as to meet with their congressional delegation, federal agencies, and stakeholder partners. The annual NCPA Federal Policy Conference is scheduled in Washington, D.C., April 3-7. If you have not registered for this conference, please do so as soon as possible, or contact NCPA staff for assistance. The next Committee meeting is scheduled on March 23.

9. Members' Announcements & Meeting Reporting

Commissioner Pauline Roccucci, **Roseville**, announced and welcomed Roseville's new Utility Director Dan Beans to his first meeting of the Commission in his new capacity.

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 off from Consent.

MOTION: A motion was made by Pauline Roccucci, and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20. The motion carried by a majority of those members present on a roll call vote as follows:

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

10. NCPA's Financials for the Month Ended January 31, 2022 – approval by all members.

11. Treasurer's Report for the Month Ended January 31, 2022 – accept by all members.

12. Debt and Interest Rate Management Report ending December 31, 2021 - accept and file by all members the Debt and Interest Rate Management Report for the period ending December 31, 2021. **Fiscal Impact:** The total projected savings over the life of the interest rate swaps was \$13.9 million at the inception of these agreements. Total projected savings through December 31, 2021 was \$8.7 million with actual results at \$13.6 million. The difference between expected savings and actual savings is due to "basis risk," or the difference between what NCPA pays on the variable rate bonds and the index rate received in the swap transaction. Total basis risk to date is positive, resulting in additional savings of almost \$5.0 million.

13. Resolution 22-14, Government Affairs Consulting Five Year Multi-Task Consulting Services Agreement for State Legislative Consulting Services; Applicable to the following: Northern California Power Agency (NCPA) – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Government Affairs Consulting for state legislative consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$990,000 over five years, for use by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$990,000.00 over five years. The fee for these state legislative services will be paid as a \$16,500 monthly retainer including all expenses. The retainer is an 18% increase from the retainer paid from 2009-2021; however, NCPA has not seen an increase in fees with this firm since 2009. This fee will not change over the term of the contract. NCPA expenditures for these services are limited to the amount authorized for state legislative advocacy by the NCPA Commission in the agency's annual budget.

14. Resolution 22-15, Kanner & Associates Two Year Multi-Task Consulting Services Agreement, with a right to renew for a third year, for Federal Legislative Consulting Services. Applicable to the following: Northern California Power Agency (NCPA) – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement and Option Agreement with Kanner and Associates, LLC consulting for federal legislative and regulatory consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$930,000 for a two-year agreement including a right to renew for a third year, for use by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$930,000.00 for two years including the right to renew for a third year. The fee for these federal legislative services will be paid as a \$25,000 monthly retainer plus approved expenses. There is no change to the cost of the retainer from the previous contract, and this retainer amount has remained the same since July 2011. NCPA expenditures for these services are limited to the amount authorized for federal legislative advocacy by the NCPA Commission in the agency's annual budget

15. **Resolution 22-16, EN Engineering, LLC – Five Year Multi-Task Professional Services Agreement for NERC/WECC testing, transmission & distribution consulting and excitation system upgrades; Applicable to the following: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with EN Engineering, LLC for NERC/WECC testing, transmission & distribution consulting and excitation system upgrades, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
16. **Resolution 22-17, Electric Power Systems International, Inc. – Five Year Multi-Task General Services Agreement for Specialized Electrical Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Electric Power Systems International, Inc., for specialized electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years.
17. **Resolution 22-18, Ernie & Sons Scaffolding dba Unique Scaffold – First Amendment to Five Year Multi-Task General Services Agreement for Scaffolding Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold for scaffolding services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$2,000,000 to \$4,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will be not to exceed \$4,000,000 over the remainder of the contract term.
18. **Resolution 22-19, Projectile Tube Cleaning, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Specialized High Pressure Cleaning of Industrial Equipment Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Projectile Tube Cleaning, Inc., for specialized high pressure cleaning of industrial equipment, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement will be not to exceed \$1,000,000 over the remainder of the contract term.

- 19. Resolution 22-21, Nexant Cost Allocation Model Update for Fiscal Year 2023** – adopt resolution by all members approving the annual updates to the Nexant Model to allocate certain budgeted costs to members for Fiscal Year 2023.

Fiscal Impact: The annually updated Nexant determinants will result in a change to all members' allocated shares of Power Management costs in varying amounts. Table 1 of Appendix A provides indicative changes in allocated Nexant Power Management costs to members based on current Fiscal Year 2022 budget after applying updated Calendar Year 2021 determinants to the model

- 20. Resolution 22-25, Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Northern California Power Agency, for the Period of February 24, 2022, through March 26, 2022, Pursuant to the Brown Act Provisions** – adopt resolution by all members Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Northern California Power Agency, for the Period of February 24, 2022, through March 26, 2022, Pursuant to the Brown Act Provisions.

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

DISCUSSION / ACTION ITEMS

- 21. Resolution 22-20, CT1 Controls and Excitation Upgrade Project; Applicable to the following: CT1 Projects** – adopt resolution by all members authorizing the CT1 Controls and Excitation Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not exceed \$2,100,000, and authorizing use of FY22 CT1 Control System Update budgeted project funds in the amount of \$1,500,000, and \$600,000 encumbered funds for the FY21 CT1 Diesel Starter Modification.

Fiscal Impact: The total cost is anticipated not to exceed \$2,100,000. Funds for the project will come from two previously approved projects. First, the CT1 Control System Upgrade project was approved for the FY22 budget in the amount of \$1,500,000. Second, the CT1 Diesel Starter Modification funds were encumbered from the FY21 budget in the amount of \$2,250,000. Staff requests that \$600,000 be allocated from the Diesel Starter Modification project to augment the \$1,500,000 from the CT1 Control System Upgrade project for a total project fund of \$2,100,000. The remaining \$1,650,000 encumbered from the FY21 Diesel Starter Modification project will be refunded to the Participants.

NCPA plant manager Mike DeBortoli provided an overview of the CT1 upgrade project. The goal of the project is to provide availability and reliability of the units to meet Member needs until member climate goals are satisfied. With the current service life of the existing system, the project upgrade intends to make the system serviceable for the foreseeable future.

MOTION: A motion was made by Jerry Serventi, and seconded by Kathy Watanabe to adopt resolution authorizing the CT1 Controls and Excitation Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not exceed \$2,100,000, and authorizing use of FY22 CT1 Control System Update budgeted project funds in the amount of \$1,500,000, and \$600,000 encumbered funds for the FY21 CT1 Diesel Starter Modification. Motion carried by a majority on a roll call vote of those members present.

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

22a. Resolution 22-22, Authorizing and Approving the Issuance of Hydroelectric Project Number One Revenue Bonds to Refund Outstanding 2012 Series A Bonds; Approving the Supplemental Indentures of Trust Pursuant to which Such Bonds are to be Issued; Authorizing and Approving Certain Documents in Connection with the Issuance, Securing and Sale of Such Bonds; and Authorizing Certain other Matters Relating thereto – adopt resolution by all members authorizing to refund outstanding 2012 Series A Bonds.

Assistant General Manager / CFO Monty Hanks gave a presentation on items 22a and 22b. The Commission discussed and asked questions regarding the bond transactions, and agreed with staff's recommendation to use the historical average of the swap basis spread when calculating Net Present Value (NVP) savings.

MOTION: A motion was made by Mark Chandler, and seconded by Jerry Serventi to adopt resolution authorizing to refund outstanding 2012 Series A Bonds. Motion carried by a majority on a roll call vote of those members present.

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

22b. Resolution 22-23, Authorizing and Approving Issuance of Hydroelectric Project Number One Revenue Bonds to Refund Outstanding 2008 Series A Bonds and the Termination of the Interest Rate Swap Relating thereto; Approving the Supplemental Indentures of Trust Pursuant to which such Bonds are to be Issued; Authorizing and Approving Certain Documents in Connection with the Issuance, Securing and Sale of such Bonds; and Authorizing Certain other Matters Relating thereto – adopt resolution by all members authorizing to refund outstanding 2008 Series A Bonds and terminate related interest rate swap and the related legal documents and delegating the General Manager and other NCPA officials the authority to execute related legal documents and take other actions needed to issue these bonds.

Fiscal Impact: With the passage of SB 450, the following details of the refunding must be disclosed prior to authorization of the bonds. The numbers reflect rates as of February 1, 2022.

Estimated Amount of Proceeds: \$159.1m
 Estimated True Interest Cost: 1.68%
 Estimated Cost of Issuance: \$500,000
 Estimated Sum of Debt Service Payments: \$175.5m

The estimated NPV savings refunding the 2012A bonds is approximately \$13.3 million or 17.4% of refunded bonds through final maturity in 2032. The estimated cost de-risking the outstanding debt by terminating the interest rate swap and fixing out the variable rate debt is (\$518k), or a combined NPV savings of \$12.8m. The estimated refunding debt service savings averages \$1.76m per year.

MOTION: A motion was made by Jenelle Osborne, and seconded by Kathy Watanabe to adopt resolution authorizing to refund outstanding 2008 Series A Bonds and terminate related interest rate swap and the related legal documents and delegating the General Manager and other NCPA officials the authority to execute related legal documents and take other actions needed to issue these bonds. Motion carried by a majority on a roll call vote of those members present.

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

Non-essential Members and NCPA staff left the meeting for closed session items 22-23.

CLOSED SESSION

Chair Hagele asked General Counsel to move the Commission into closed session at 10:32 am. General Counsel Jane Luckhardt took the Commission into closed session.

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

24. 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 public meeting at 10:41 am.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The February 24, 2022, Commission meeting was adjourned at 10:42 am by Chair Hagele.

Respectfully submitted,
//
DAVID HAGELE
Commission Chair

Prepared by,
//
CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting
February 24, 2022
COMMISSIONERS
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	Vice Chair Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Catalina Sanchez
4 - HEALDSBURG	Chair David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Eric Filseth
8 - PLUMAS-SIERRA REC	Mike Brozo
9 - PORT OF OAKLAND	Jared Carpenter
10 - REDDING	Julie Winter
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Absent
13 - SANTA CLARA	Kathy Watanabe
14 - SHASTA LAKE	Absent
15 - TRUCKEE DONNER	Absent
16 - UKIAH	Cindy Sauers

**Northern California Power Agency
Commission Meeting
February 24, 2022
Attendance List**

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

NAME	AFFILIATION
Mark Sorensen	City of Biggs
Terry Crowley	City of Healdsburg
Jeff Berkheimer	Lodi Electric
Nathan A.	City of Redding
Dan Beans	Roseville Electric
Kathleen Hughes	Silicon Valley Power
Basil Wong	Silicon Valley Power
Randy S. Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Tony Zimmer	NCPA
Randy Bowersox	NCPA
Sondra Ainsworth	NCPA
Mike DeBortoli	NCPA
Jeremy Lawson	NCPA
Mike Whitney	NCPA
Louise Houston	PFM

#3

SUPPORT SERVICES PROGRAM STATUS REPORT

March 16, 2022

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

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0247	City of Roseville	1/26/22	\$ 6,396.50	AESI-US, Inc.; review of Roseville Electric Utility's Master Security Plan.
0246	Port of Oakland	2/3/22	\$ 76,726.00	Aspen Environmental; perform a Utilities Rate Study to provide analysis of the current rate input information and what level of full rate study could be needed.
0244	City of Palo Alto	2/24/22	\$ 71,800.00	Acterra; host 19 energy efficiency events to raise awareness of electric vehicles and EV adoption.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0242	City of Redding	12/10/21	\$ 26,645.00	Cameron-Cole LLC; verification services for REU power plant GHG emissions for compliance with the Regulation for mandatory CARB reporting. Services for emission years 2021 and 2022.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; EE services including electrification and clean transportation courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
0239	City of Roseville	11/5/21	\$ 74,961.00	D+R International; provide building and electrification technologies including Home Energy Estimator when considering HVAC systems with heat pump technology and QMerit EV services.
0238	City of Roseville	10/21/21	\$ 18,945.00	Dudek; Wildfire Mitigation Plan review for 2021.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236	City of Santa Clara	3/1/22	\$422,368.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services.
0234	City of Santa Clara	10/29/21	\$ 26,769.00	Dudek; Independent Evaluator review, report, and presentation to Council re SVP's Wildfire Mitigation Plan.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0231	City of Santa Clara	12/20/21	\$ 18,854.00	D+R International; EE services including EV Digital Toolkit configuration and integration for SVP through January 2024.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.
0228	City of Palo Alto	7/14/21	\$ 11,950.00	Frontier Energy, Inc.; kitchen energy efficiency services for up to five restaurants to support electrification efforts.
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224	City of Healdsburg	7/1/21	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0220	City of Shasta Lake	6/2/21	\$ 9,348.00	TRC Solutions Inc.; independent third-party evaluation of the City's Physical Security Plan consistent with CPUC Decision 19-01-018.
0219	City of Redding	6/29/21	\$312,820.00	Quest Media & Supplies, Inc.; for design services for Fiber Optic Infrastructure Project including site walks, baseline drawings, update every pole drawing, full permit package for project compliant with public works requirements.
0218	City of Redding	6/15/21	\$200,785.00	Bell Burnett & Associates; consulting services to prepare Mitigation Implementation Plan and conduct review of REU's Capital Program and make recommendations about most efficient means of implementation.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0216	Port of Oakland	5/12/21	\$ 7,973.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
0209	City of Redding	6/15/21	\$303,129.00	Quantum Spatial, Inc.; LiDAR remote sensing data services for REU's Tier 1 and Tier 2 regions to assist with vegetation management.
0204	City of Lompoc	3/30/21	\$125,000.00	MFP Connect, Inc.; provide personnel services to lead special project-onboard energy consultant with extensive T&D experience to assess system health, recommend/prioritize critical path maintenance, develop comprehensive CIP and additional duties as requested by UD.
0186 Amd.	Alameda Municipal Power	9/21/20 7/23/21	\$ 75,000.00 \$200,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21 and FY22.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	DNV, formerly Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0157	City of Lodi	4/28/20	\$154,480.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations 24-month period.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0080	City of Roseville	7/11/18	\$148, 084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA Member	Date	Amount	Vendor Name & Short Description
0223	Alameda Municipal Power	8/30/21	\$270,000.00	The Energy Federation, Inc.; eCommerce marketplace platform and fulfillment for AMP's customers; downstream rebate processing.
0222	City of Santa Clara	11/15/21	\$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.
0196	City of Santa Clara	10/13/21	\$ 32,675.00	Tinker, LLC; science-based curriculum energy education program to teach students about energy and how to use it wisely.



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: March 24, 2022
To: NCPA Commission
Subject: March 2, 2022 Regular and Special Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: March 4, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: March 2, 2022 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 9:03 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Cliff Wagner (Gridley), Melissa Price (Lodi), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Brian Schinstock and Mihaela Curiel (Roseville), and Basil Wong (Santa Clara). Owen Goldstrom (non-voting Representative with TID) attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Plumas-Sierra, Redding, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the February 2, 2022 Facilities Committee meeting, and the February 10, 2022 Special Facilities Committee meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending approval of the February 2, 2022 Facilities Committee meeting minutes, and the February 10, 2022 Special Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Epidendio Construction, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Epidendio Construction, Inc. for maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA currently has an agreement in place with Epidendio Construction, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place

should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Gifford's Backhoe Service, Rege Construction, Granite Construction and Ancon Marine dba Ancon. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Alan Harbottle and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Epidendio Construction, Inc. for maintenance services, including grading, excavation, paving, all phases of concrete, seal coating, gravel and/or water hauling, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 4. NCPA Facilities, Members, SCPPA – Alliance Cooling Products and Construction, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Alliance Cooling Products and Construction, Inc. for maintenance services including cooling tower structures and equipment and fiberglass piping, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with Alliance Cooling Products And Construction, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with EvapTech, Inc., American Cooling Tower, Inc., and Energy Options, Inc. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Alliance Cooling Products And Construction, Inc. for maintenance services, including cooling tower structures and equipment, Stretford systems, buildings, structures, fiberglass piping, and other miscellaneous maintenance with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 5. NCPA Geothermal Facility – Westgate Petroleum Company, Inc. MTEMS** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc. for delivery of fuels, oils, lubricants and other petroleum products, with a not to exceed amount of \$1,000,000, for use at NCPA's Geothermal Facility.

NCPA currently has an agreement in place with Westgate Petroleum Company, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Redwood Coast Fuels, Valley Pacific Petroleum Services, Inc., and Southern Counties Lubricants, LLC. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. This agreement is for use only at the Geothermal facility due to the chemical supplies. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cliff Wagner and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc. for delivery of fuels, oils, lubricants and other miscellaneous petroleum products, 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 NCPA's Geothermal facility. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

6. **All NCPA Facilities, Members, SCPPA – Energy Project Solutions, LLC First Amendment to MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the current five-year Multi-Task General Services Agreement with Energy Project Solutions, LLC, for Alameda pipeline operations and maintenance services as well as general services at all facilities, changing the name from Energy Project Solutions, LLC to EverLine Compliance CA, LLC, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task General Services Agreement with Energy Project Solutions, LLC effective June 1, 2020, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. Effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to EverLine Compliance CA, LLC. Due to the fixed price for current pipeline operations, NCPA does not have any other agreements for similar services in place at this time. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the original agreement, and draft first amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Energy Project Solutions, LLC for pipeline operations maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to EverLine Compliance CA, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

7. **Proposed FY 2023 Annual Budget Review** – Staff provided an update to the FY 2023 draft budget information for review and discussion.

FY 2023 budget changes after the February Facilities Committee meeting include:

- Administrative Svc/Executive
 - Increased GM Contingency
 - Decreased project/operational costs
 - Increased insurance costs
- Hydro
 - Decreased generation
 - Decreased revenue
 - Increased ISO costs
- Geo
 - Increased project costs
 - Increased casual employee count
- LEC
 - Decreased revenue/costs
 - Decreased projects
- Contracts and other resources
 - Increased member contracts
 - Increased load aggregation costs
 - Increased transmission costs
 - Increased GHG obligation requirements
- Power Management
 - Increased costs
 - Decreased PM service revenue
- Pass Throughs – Decreased costs

***** Committee Chair Jiayo Chiang adjourned the meeting at 10:11 am *****
***** Committee Chair Jiayo Chiang reconvened the meeting at 10:48 am *****

The power forward curves, and a dry year for hydro are really impacting the FY 2023 budget. The total net proposed Hydro budget for FY 2023 is approximately \$33,513,720, with a net increase of \$4,391,105 to Project Participants. The total proposed Geo budget is approximately (\$2,666,233) with a net decrease to Project Participants of (\$14,505,708), due to an increase of revenues by \$15,811,171. The CT1 proposed budget is \$2,493,319 for a net decrease of (\$3,261,794) to Project Participants, mainly due to a decrease in projects. The CT2 proposed budget is \$3,779,988 with a net decrease of (\$1,860,578) to the Project Participants, due to an increase in revenues. Power Management's budget has a slight increase of \$386,336 for a total proposed budget of \$12,176,060. And the Executive and Administrative Services proposed budget is increasing by \$1,234,922 for a total of \$17,803,696. Salaries and benefits are increasing by approximately \$1.1 million dollars. The total overall proposed FY 2023 adjusted net annual budget cost is \$567,411,239 with a \$120,407,756 total increase at 26.9%. This increase is largely due to plant projects, reserves, generation output, and market conditions.

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

INFORMATIONAL ITEMS

8. New Business Opportunities – Staff presented an update on new business opportunities.

NCPA Renewables RFP Recent Proposals

- Calpine Geothermal Offer (Geysers)
 - Term: 10 years commencing 1/1/2023
 - Volume: 50 MW base 7x24; potentially up to an additional 25 MW
 - Price: To Be Discussed
 - All other terms per the term sheet dated May 6, 2020
- Clearway Renew LLC (Victory Pass / Arica PV + BESS)
 - Term: 20 years
 - Product: 69.5 MW PV plus 15 MW RA only BESS
 - Price: PV Index-plus for PCC1 RECs @ \$11/MWh AND \$5/kW-month for RA
 - Estimated COD: June 2024
- Calpine BESS Offer
 - Project: Bear Canyon and West Ford Flat BESS
 - Size: 13 MW / 52 MWh and 25 MW / 100 MWh
 - Term: 15 Years
 - Product: Full Toll or RA Only
 - Price: to be Discussed
- Clearway Renew LLC (Luna Valley PV + BESS)
 - Term: 15 years
 - Size: 200 MW Renewable Generating Capacity (Solar PV) plus up to 168.5 MW (4 hour duration) BESS
 - Estimated COD: December 31, 2024

Staff is working to re-issue the NCPA Renewables RFP and will seek a request for updated proposals in the next week or two. Information currently stored on NCPA Connect will be updated, and staff will coordinate a periodic ad hoc review group to evaluate current proposals and interest.

9. NCPA Inter-Agency Resource Plan (IARP) – Staff provided an overview on the development of the NCPA IARP, including background on the Scope of Work to be included in the RFP, as well as the proposed timeline for this project.

On April 29th, 2021 the NCPA Commission approved the Strategic Plan for 2021 – 2026. The Strategic Plan highlights the current and future goals needed to support both NCPA and its Members. Within the Strategic Plan, NCPA committed to evaluate its resources and assets to better optimize its strengths and areas of repurposing facilities and preparing for sustainable growth. Strategic priorities were set and one of these priorities includes preparation.

Preparation, as defined in the Strategic Plan, is to develop and maintain a diverse generation resource portfolio in accordance with or exceeding renewable portfolio standard and capacity obligations. To prepare for this, multiple goals were set including the creation of a specific Inter-Agency Resource Plan (IARP). The IARP is to be developed based on Members Integrated Resource Plans (IRP). Within the Strategic Plan, the NCPA IARP lists two deliverables: (1) Develop and execute a RFP for support; and (2) prepare a NCPA IARP.

Development and Scope of Service for the RFP will include the following:

- Executive Summary
- NCPA Background, Assumptions, and Purpose
- Energy and Peak Demand Forecasts
- Resources and Capacity
- Resource Balance
- RPS Status

- Planning Scenario and Recommendations
- Conclusion – Summarize the major highlights of energy and capacity shortfalls, both in short-term and long-term positions, and finally recommend steps to optimize NCPA's current assets, repurpose, and/or develop new resources

The estimated budget cost is NTE \$200,000 and allocated under the Generations Service Shared account (025). The Generation Shared account is allocated to each of the plant budgets. Actual costs will come from a competitive RFP process. The proposed completion of the NCPA IARP is October 5, 2022. Please contact Generation Services with any questions.

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

Geo – There were no safety incidents to report for the month of February. Cold weather from February 21 – 25, 2022 kept staff alert due to freezing conditions. The average estimated net generation level for the month was 94.1 MW. Total estimated net generation was 63.2 GWh. FY 2022 forecasted net generation is 488.1 GWh YTD. FY 2022 actual net generation is 547.2 GWh YTD at 12% over forecast. Emergency maintenance activities for the month included a Stretford Tank leak at penetration which was repaired, replacing damaged Plant 1 cooling tower louvers from a high wind event, and a steam leak from a corroded fitting at the Steam Field. Routine maintenance activities for the Plant 2 overhaul preparation included Unit 3 hydrogen coolers to be cleaned and installed in Unit 4, and Unit 3 condensate pumps to be refurbished and used in Unit 4. And routine maintenance activities for the Plant 1 outage, March 21 – 31, 2022, preparation included testing new bushings for Unit 1.

CTs – February was a busy month for the CTs. CT1 had 40 actual starts, bringing the FYTD total to 184, of 20 forecasted. CT2 had 0 starts this month, of 6 forecasted, with the FYTD total at 47 starts. Alameda Unit 1 was in a forced outage due to an oil system leak. Alameda Unit 2 was also in a forced outage due to the AVR. There were no planned outages for the month. CT1 Lodi has used 1.6 hours of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 15.5 hours of 20, and Unit 2, 13.2 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for January 2022.

Hydro – Collierville (CV) Power House was 100% available during the month of February. New Spicer Meadows Power House was at 86% availability due to PG&E transmission. New Spicer Meadows storage increased by 5,400 acre feet at 8% month over month from 68,500 acre feet to 73,900 acre feet. There was .2 recordable precipitation for the month of February, dropping the California snow water content to 66% of average for this time of year in Central California. Current events during the month include 230 kV vegetation management, FM Global risk reduction and information requests, USGS water year review, dam maintenance applications for FERC, EAP for Union Dam, and the annual meeting with the USFS. Maintenance included CV E-Gen testing and repairs, and Utica outlet repairs. Cold weather protection was implemented at Beaver Creek Penstock due to freezing conditions.

11. Planning and Operations Update –

- **Resource Integrations in Progress**
 - o Camp Far West (SVP) – March 2022 – Currently in SCADA testing
 - o Antelope Solar (NCPA) – TBD – Currently waiting for solar panels
 - o Deer Creek (Lodi and Port of Oakland) – April 11, 2022 – RECs and RA
 - o Tulare Solar (EBCE) – March 31, 2022 / April
 - o Sandborne Storage (EBCE) – June 30, 2022

- **Key Activities Looking Forward**
 - o Business Continuity and Resiliency
 - o Resource Integration
 - o Summer 2022 Readiness
 - o Meter Maintenance Program
 - o Industry Restructuring
 - EDAM
 - Resource Adequacy Design
 - o Focus on Strategic Planning Goals

12. Next Meeting – The next Facilities Committee meeting is scheduled for April 6, 2022.

ADJOURNMENT

The meeting was adjourned at 12:23 pm by Committee Chair, Jiayo Chiang.

**Northern California Power Agency
March 2, 2022 Facilities Committee Meeting
Attendance List**

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

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

**Northern California Power Agency
March 2, 2022 Facilities Committee Meeting
Attendance List**

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

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Minutes – Draft

Date: March 14, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: March 2, 2022 Special Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 10:12 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Cliff Wagner (Gridley), Melissa Price (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Brian Schinstock and Mihaela Curiel (Roseville), and Basil Wong (Santa Clara). Owen Goldstrom (non-voting Representative with TID) attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Redding, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. CT1 Alameda Oil System and Fire Damage Refurbishment Project (“Project”)** – Staff presented background information and was seeking a recommendation for Commission approval of the Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the Project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,000,000, and further authorizing use of FY 2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be available to complete the Project, staff will bring the Project back to Facilities Committee and Commission for further discussion and potential approval.

On February 26, 2022 at 11:50 PM, NCPA's CT1 Alameda plant experienced a problem in its oil system. This problem resulted in significant oil contamination of the generator and a fire on the foundation of the equipment.

Initial inspections revealed minimal damage due to fire, including damage to some termination panels and conduits. There are some areas of concern where heat may have had an impact which

will need to be opened up for further inspection, including the oil system piping, reservoir and the generator. Through an initial inspection of the port on the generator, there is indication that the oil system suffered a fault. The inspection appears to show that oil was discharged from the generator bearing. As a result, the generator will need disassembly and inspection.

NCPA has filed a claim with the insurance carrier regarding the property damage loss. The deductible for insurance is \$1,000,000. The insurance carrier has been responsive and is ready to support. It is not yet clear if the scope of work will exceed the deductible.

In order for work to progress without delay, NCPA needs to be able to authorize contractors to mobilize and continue work. NCPA has established an estimated cost for the restoration. Final costs cannot be determined until discovery is completed, and discovery cannot be completed without disassembly. NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Motion: A motion was made by Basil Wong and seconded by Mark Sorensen recommending Commission approval authorizing the CT1 Alameda Oil System and Fire Damage Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$3,000,000, and further authorizing the use of FY2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be able to complete the Project, staff will bring the project back to Commission for further discussion and potential approval. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Plumas-Sierra, Port of Oakland, and Santa Clara. ABSTAIN = Palo Alto and Roseville. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Electrical Maintenance Consultants, Inc. First Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc., increasing the not to exceed amount from \$2,000,000 to \$5,000,000, with no other changes to the contract terms and conditions, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task General Services Agreement with Electrical Maintenance Consultants effective September 10, 2018, for an amount not to exceed \$2,000,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. NCPA has upcoming work for which Electrical Maintenance Consultants, Inc. could be a potential bidder. This agreement does not have enough funds remaining for this work. NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$2,000,000 to \$5,000,000 to ensure sufficient funds are available should this vendor be the successful bidder on this or any future work. NCPA has agreements in place for similar services with Contra Costa Electric, Eaton Corporation, Electric Power Systems, and Schneider Electric. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, draft first amendment and original agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Mike Brozo and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc. for electrical related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$2,000,000 to \$5,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

ADJOURNMENT

The meeting was adjourned at 10:48 am by Committee Chair, Jiayo Chiang.

**Northern California Power Agency
March 2, 2022 Special Facilities Committee Meeting
Attendance List**

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

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

**Northern California Power Agency
March 2, 2022 Special Facilities Committee Meeting
Attendance List**

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

[illegible]



Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: February 28, 2022 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending February 28, 2022.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 24, 2022 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited February 28, 2022 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- February 28, 2022 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of February 2022

Operations:

Geothermal	\$ 1,692,731
Hydroelectric	2,861,334
CT#1 Combustion Turbines	132,047
CT#2 STIG	530,300
Lodi Energy Center	5,954,292
NCPA Operating	54,349,652
Total	\$ 65,520,356

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

PERCENT OF YEAR ELAPSED 67%
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	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 998,832	\$ 14,035,831	\$ 20,659,536	68%	
Debt Service (Net)	2,785,136	22,281,091	33,421,637	67%	
Annual Budget Cost	3,783,968	36,316,922	54,081,173	67%	
Geothermal					
Other Plant Cost	2,601,917	22,815,610	35,708,919	64%	
Debt Service (Net)	412,788	3,302,302	4,953,453	67%	
Annual Budget Cost	3,014,705	26,117,912	40,662,372	64%	
Combustion Turbine No. 1					
Fuel	41,311	802,843	791,613	101%	(a)
Other Plant Cost	470,586	5,980,001	6,263,071	95%	(b)
Annual Budget Cost	511,897	6,782,844	7,054,684	96%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	57,749	1,448,782	1,265,369	114%	(c)
Other Plant Cost	227,669	1,403,383	2,649,010	53%	
Debt Service (Net)	420,667	3,365,333	5,048,000	67%	
Annual Budget Cost	706,085	6,217,498	8,962,379	69%	
Lodi Energy Center					
Fuel	1,544,972	52,487,144	31,029,301	169%	(c)
Other Plant Cost	2,779,895	33,669,161	31,775,721	106%	(c)
Debt Service (Net)	2,197,050	17,576,397	26,008,267	68%	
Annual Budget Cost	6,521,917	103,732,702	88,813,289	117%	
Member Resources - Energy					
	6,860,420	53,131,260	67,416,504	79%	(d)
Member Resources - Natural Gas					
	420,057	4,783,337	2,981,422	160%	(c)
Western Resources					
	1,248,053	14,214,928	27,302,082	52%	
Market Power Purchases					
	3,049,435	33,489,445	17,224,803	194%	(d)
Load Aggregation Costs - CAISO					
	66,082,341	715,564,061	282,244,061	254%	(e)
Net GHG Obligations					
	-	605,800	1,276,784	N/A	
	92,198,878	1,000,956,709	598,019,553	167%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	345,047	4,080,458	2,417,506	169%	(f)
Wheeling Access Charge	13,460,122	87,999,538	119,362,830	74%	(g)
Ancillary Services	765,857	7,945,582	3,846,319	207%	(h)
Other ISO Charges/(Credits)	(4,221,494)	41,740,370	946,016	4412%	(i)
	10,349,532	141,765,948	126,572,671	112%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	123,642	1,115,302	2,101,373	53%	
Regulatory Representation	54,684	415,175	633,940	65%	
Western Representation	48,817	362,976	693,937	52%	
Customer Programs	82,523	318,323	481,257	66%	
Judicial Action	98,954	753,332	300,000	251%	(j)
Power Management					
System Control & Load Dispatch	518,493	4,591,175	7,427,479	62%	
Forecasting, Planning, Prescheduling & Trading	231,672	1,877,355	2,810,687	67%	
Industry Restructuring & Regulatory Affairs	31,478	259,664	423,181	61%	
Contract Admin, Interconnection Svcs & External Affairs	78,450	637,663	974,600	65%	
Gas Purchase Program	4,514	38,564	80,779	48%	
Market Purchase Project	5,746	59,672	115,897	51%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

PERCENT OF YEAR ELAPSED 67%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
Energy Risk Management	11,083	73,667	198,417	37%	
Settlements	63,347	551,273	975,283	57%	
Integrated Systems Support	4,463	227,586	307,165	74%	(k)
Participant Pass Through Costs	54,639	964,714	1,717,765	56%	
Support Services	335,979	1,327,541	-	N/A	
	1,748,484	13,573,982	19,241,760	71%	
TOTAL ANNUAL BUDGET COST	104,296,894	1,156,296,639	743,833,984	155%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	9,238,869	136,004,232	101,639,828	134%	(l)
Member Resource ISO Energy Sales	5,312,075	36,321,497	34,352,521	106%	(m)
Member Owned Generation ISO Energy Sales	10,437,139	88,095,652	83,030,430	106%	(m)
Revenue from Customers	(3,996,811)	84,618,043	-	N/A	(i)
NCPA Contracts ISO Energy Sales	2,397,624	29,351,239	12,614,852	233%	(m)
Western Resource Energy Sales	511,742	14,586,095	19,296,646	76%	(m)
Load Aggregation Energy Sales	29,182,374	367,056,497	-	N/A	(d)
Ancillary Services Sales	595,347	7,246,409	4,317,168	168%	(n)
Transmission Sales	9,198	73,584	110,376	67%	
Western Credits, Interest and Other Income	3,575,325	44,600,134	41,468,679	108%	(o)
	57,262,882	807,953,382	296,830,500	272%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 47,034,012	\$ 348,343,257	\$ 447,003,484	78%	

- (a) CT1 is at 78% of budgeted MWhs at 2/28/22. Increases in costs are driven by higher prices per mmBtu and fuel transportation charges.
- (b) CT1 completed a planned maintenance outage in December 2021 and was billed in January 2022 for those costs. Those costs will be funded from Maintenance Reserve per the approved FY 2022 Budget. Subsequent reports will reflect this funding.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 171% of budgeted MWhs and LEC is at 143% of budgeted MWhs at 2/28/22. Fuel costs, CA ISO charges, GHG allowance costs, and variable costs have increased as a result of increased generation.
- (d) Increase due to higher than anticipated market purchases and price per Mwh.
- (e) Increase due to unbudgeted energy purchases net of energy sales related to CCAs (East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power) and participants.
- (f) Increase due to unbudgeted grid management estimates, neutrality charges estimates and other cost estimates related to CCAs (which is offset by revenue from customers) and participants.
- (g) Wheeling Access Charge (WAC) rates increased approximately 20% from budgeted amounts.
- (h) Increase due to unbudgeted ancillary services cost estimates related to CCAs, which is offset by revenue from customers, as well as greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (i) In the current month, adjustments were made to sales to CCAs for trued-up energy and transmission costs, resulting in credits for Other ISO Charges and Revenue from Customers which are unbudgeted in FY22.
- (j) Budgeted costs are partially offset by available encumbrances from the prior years. Additional increases relate to unbudgeted costs for privileged and confidential legal matters related to a multiyear litigation.
- (k) Variance caused by FY22 software maintenance contract costs paid in-full during July. Variance expected to levelize throughout the year.
- (l) Higher plant revenues due to higher generation.
- (m) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (n) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.
- (o) Increase due primarily to higher than anticipated GHG credits and natural gas transfer credits from LEC participants. Increases are due to higher than budgeted LEC generation.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February 28,	
	2022	2021
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 39,139	\$ 34,719
Investments	37,321	45,249
Accounts receivable		
Participants	7	259
Other	870	883
Interest receivable	269	395
Inventory and supplies	8,233	6,049
Prepaid expenses	11,350	4,708
TOTAL CURRENT ASSETS	97,189	92,262
RESTRICTED ASSETS		
Cash and cash equivalents	66,807	50,873
Investments	188,129	193,031
Interest receivable	486	517
TOTAL RESTRICTED ASSETS	255,422	244,421
ELECTRIC PLANT		
Electric plant in service	1,498,890	1,493,999
Less: accumulated depreciation	(1,068,284)	(1,038,145)
TOTAL ELECTRIC PLANT	430,606	455,854
OTHER ASSETS		
Regulatory assets	191,383	219,680
Investment in associated company	265	265
TOTAL ASSETS	974,865	1,012,482
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	4,707	15,217
Pension and OPEB deferrals	18,099	16,936
Asset retirement obligations	61,803	61,920
TOTAL DEFERRED OUTFLOWS OF RESOURCES	84,609	94,073
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,059,474	\$ 1,106,555

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February 28,	
	2022	2021
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 50,658	\$ 48,826
Member advances	993	993
Operating reserves	26,898	22,818
Current portion of long-term debt	44,130	43,035
Accrued interest payable	5,316	4,722
TOTAL CURRENT LIABILITIES	127,995	120,394
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,959	63,003
Operating reserves and other deposits	148,868	141,255
Interest rate swap liability	14,575	20,209
Asset retirement obligations	69,163	67,633
Long-term debt, net	520,193	567,811
TOTAL NON-CURRENT LIABILITIES	815,758	859,911
TOTAL LIABILITIES	943,753	980,305
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	92,165	86,379
Pension and OPEB deferrals	2,187	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	94,352	91,116
NET POSITION		
Net investment in capital assets	(34,809)	(25,541)
Restricted	47,179	40,249
Unrestricted	8,999	20,426
TOTAL NET POSITION	21,369	35,134
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,059,474	\$ 1,106,555

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

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

UNAUDITED

	For the Eight Months Ended February 28,	
	2022	2021
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 337,902	\$ 266,030
Other Third-Party	272,638	239,605
TOTAL OPERATING REVENUES	610,540	505,635
OPERATING EXPENSES		
Purchased power	281,606	245,013
Operations	103,537	57,936
Transmission	144,244	123,335
Depreciation	20,208	20,101
Maintenance	18,285	15,636
Administrative and general	17,613	14,694
TOTAL OPERATING EXPENSES	585,493	476,715
NET OPERATING REVENUES	25,047	28,920
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(19,047)	(23,174)
Interest income	492	(1,535)
Other	9,074	4,765
TOTAL NON OPERATING EXPENSES	(9,481)	(19,944)
FUTURE RECOVERABLE AMOUNTS	(18,606)	(6,199)
REFUNDS TO PARTICIPANTS	(3,219)	(8,035)
INCREASE (DECREASE) IN NET POSITION	(6,259)	(5,258)
NET POSITION, Beginning of year	27,628	40,392
NET POSITION, Period ended	\$ 21,369	\$ 35,134

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

February 28, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 378	\$ -	\$ -	\$ 20	\$ 38,739	\$ 39,139
Investments	-	-	-	-	-	-	-	-	37,321	37,321
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	7	7
Other	-	1	-	-	-	-	424	-	445	870
Interest receivable	-	-	-	-	-	-	84	-	185	269
Inventory and supplies	1,515	1,572	332	284	4,530	-	-	-	-	8,233
Prepaid expenses	789	1,160	96	139	960	-	-	53	8,153	11,350
Due from Agency and other programs*	15,131	108	3,484	6,581	25,251	-	7,831	6,672	(65,058)	-
TOTAL CURRENT ASSETS	17,435	2,841	3,913	7,005	31,119	-	8,339	6,745	19,792	97,189
RESTRICTED ASSETS										
Cash and cash equivalents	239	21,971	1	-	2,702	-	18,739	2,226	20,929	66,807
Investments	32,048	33,475	2,633	-	38,217	-	19,785	-	61,971	188,129
Interest receivable	95	43	-	-	71	-	-	-	277	486
TOTAL RESTRICTED ASSETS	32,382	55,489	2,634	-	40,990	-	38,524	2,226	83,177	255,422
ELECTRIC PLANT										
Electric plant in service	576,050	395,522	64,865	37,224	410,208	7,736	-	967	6,318	1,498,890
Less: accumulated depreciation	(548,609)	(296,980)	(56,460)	(35,267)	(118,452)	(7,736)	-	(670)	(4,110)	(1,068,284)
TOTAL ELECTRIC PLANT	27,441	98,542	8,405	1,957	291,756	-	-	297	2,208	430,606
OTHER ASSETS										
Regulatory assets	(1,308)	117,896	2,909	-	20,581	-	-	-	51,305	191,383
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	75,950	274,768	17,861	8,962	384,446	-	46,863	9,268	156,747	974,865
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	648	3,320	(227)	-	966	-	-	-	-	4,707
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	18,099	18,099
Asset retirement obligations	61,444	-	168	-	191	-	-	-	-	61,803
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,092	3,320	(59)	-	1,157	-	-	-	18,099	84,609
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 138,042	\$ 278,088	\$ 17,802	\$ 8,962	\$ 385,603	\$ -	\$ 46,863	\$ 9,268	\$ 174,846	\$ 1,059,474

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

February 28, 2022											
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission					
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable and accrued expenses	\$ 98	\$ 245	\$ -	\$ 1	\$ 1,358	\$ -	\$ 31,270	\$ -	\$ 17,686	\$ 50,658	
Member advances	791	-	-	-	-	-	-	202	-	993	
Operating reserves	3,898	250	618	4,888	17,244	-	-	-	-	26,898	
Current portion of long-term debt	4,030	22,855	4,365	-	12,880	-	-	-	-	44,130	
Accrued interest payable	28	2,000	19	-	3,269	-	-	-	-	5,316	
TOTAL CURRENT LIABILITIES	8,845	25,350	5,002	4,889	34,751	-	31,270	202	17,686	127,995	
NON-CURRENT LIABILITIES											
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,959	62,959	
Operating reserves and other deposits	1,500	20,542	-	-	1,448	-	38,608	3,597	83,173	148,868	
Interest rate swap liability	-	14,575	-	-	-	-	-	-	-	14,575	
Asset retirement obligations	68,805	-	168	-	190	-	-	-	-	69,163	
Long-term debt, net	6,785	209,238	10,515	-	293,655	-	-	-	-	520,193	
TOTAL NON-CURRENT LIABILITIES	77,090	244,355	10,683	-	295,293	-	38,608	3,597	146,132	815,758	
TOTAL LIABILITIES	85,935	269,705	15,685	4,889	330,044	-	69,878	3,799	163,818	943,753	
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	38,007	4,159	827	2,223	43,273	-	-	321	3,355	92,165	
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,187	2,187	
TOTAL DEFERRED INFLOWS OF RESOURCES	38,007	4,159	827	2,223	43,273	-	-	321	5,542	94,352	
NET POSITION											
Net investment in capital assets	3,581	(18,656)	(4,165)	-	(15,569)	-	-	-	-	(34,809)	
Restricted	2,454	21,675	2,588	-	13,237	-	5,000	2,225	-	47,179	
Unrestricted	8,065	1,205	2,867	1,850	14,618	-	(28,015)	2,923	5,486	8,999	
TOTAL NET POSITION	14,100	4,224	1,290	1,850	12,286	-	(23,015)	5,148	5,486	21,369	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 138,042	\$ 278,088	\$ 17,802	\$ 8,962	\$ 385,603	\$ -	\$ 46,863	\$ 9,268	\$ 174,846	\$ 1,059,474	

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Eight Months Ended February 28, 2022											
GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency		Combined	
Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission						
OPERATING REVENUES											
Participants	\$ (766)	\$ 18,706	\$ 3,071	\$ 2,995	\$ 16,487	\$ -	\$ 283,175	\$ 13,343	\$ 891	\$ 337,902	
Other Third-Party	34,798	18,504	1,809	4,242	84,155	-	127,492	1,638	-	272,638	
TOTAL OPERATING REVENUES	34,032	37,210	4,880	7,237	100,642	-	410,667	14,981	891	610,540	
OPERATING EXPENSES											
Purchased power	397	2,949	106	610	2,784	-	274,760	-	-	281,606	
Operations	11,934	3,003	1,919	1,397	74,346	-	3,858	7,080	-	103,537	
Transmission	273	290	10	16	516	-	143,136	3	-	144,244	
Depreciation	2,521	6,422	1,480	199	9,433	-	-	35	118	20,208	
Maintenance	6,573	4,217	344	3,906	3,185	-	-	60	-	18,285	
Administrative and general	4,587	3,423	483	802	3,780	-	-	5,750	(1,212)	17,613	
Intercompany (sales) purchases, net*	(547)	176	41	66	271	-	-	(7)	-	-	
TOTAL OPERATING EXPENSES	25,738	20,480	4,383	6,996	94,315	-	421,754	12,921	(1,094)	585,493	
NET OPERATING REVENUES	8,294	16,730	497	241	6,327	-	(11,087)	2,060	1,985	25,047	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(304)	(9,745)	(46)	-	(8,952)	-	-	-	-	(19,047)	
Interest income	70	125	14	22	185	-	363	29	(316)	492	
Other	800	1	1,770	-	7,029	-	(926)	145	255	9,074	
TOTAL NON OPERATING (EXPENSES) REVENUES	566	(9,619)	1,738	22	(1,738)	-	(563)	174	(61)	(9,481)	
FUTURE RECOVERABLE AMOUNTS	(1,596)	(5,895)	(1,892)	-	(9,223)	-	-	-	-	(18,606)	
REFUNDS TO PARTICIPANTS	378	(490)	484	(172)	459	-	(823)	(2,891)	(164)	(3,219)	
INCREASE (DECREASE) IN NET POSITION	7,642	726	827	91	(4,175)	-	(12,473)	(657)	1,760	(6,259)	
NET POSITION, Beginning of year	6,458	3,498	463	1,759	16,461	-	(10,542)	5,805	3,726	27,628	
NET POSITION, Period ended	\$ 14,100	\$ 4,224	\$ 1,290	\$ 1,850	\$ 12,286	\$ -	\$ (23,015)	\$ 5,148	\$ 5,486	\$ 21,369	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
February 28, 2022

Status	Participant / Customer	Description	Amount
CURRENT			\$ 577,785
PAST DUE:			
1 - 30	Lodi	Vendor Services	6,672
31 - 60	Shasta Lake	Balance owing - Jan 2022 ARB	29
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			\$ 877,150

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

**Schedule of Disbursements
(Unaudited)**

For the Month of February 2022

Operations:

Geothermal	\$ 1,692,731
Hydroelectric	2,861,334
CT#1 Combustion Turbines	132,047
CT#2 STIG	530,300
Lodi Energy Center	5,954,292
NCPA Operating	54,349,652
Total	\$ 65,520,356




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Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Treasurer's Report for Month Ended February 28, 2022

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for February 28, 2022.

BACKGROUND:

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

Cash – At month end cash totaled \$31,099,026 of which approximately \$4,724,053 was applicable to Special and Reserve Fund Deposits, \$9,463,029 to Debt Service and \$16,911,944 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 \$300,229,469 at month end. The current market value of the portfolio totaled \$295,855,736.

The overall portfolio had a combined weighted average interest rate of 0.947% with a bond equivalent yield (yield to maturity) of 0.960%. Investments with a maturity greater than one year totaled \$148,453,000. February maturities totaled \$31 million and monthly receipts totaled \$58 million. During the month \$19 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 15 basis points from 0.19% to 0.34% and rates on one-year T-Bills increased 45 basis points from 0.69% to 1.14%.

To the best of my knowledge and belief, all securities held by NCPA as of February 28, 2022 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report February 28, 2022

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

FEBRUARY 28, 2022

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
February 28, 2022**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 4,128,810	\$ 101,351,714	\$ 105,480,524	31.84%
Special Deposits	12,781,883	-	12,781,883	3.86%
Construction	1,251	5,148,970	5,150,221	1.55%
Debt Service	9,463,029	34,666,334	44,129,363	13.32%
Special & Reserve	4,724,053	159,062,451	163,786,504	49.43%
	<u>\$ 31,099,026</u>	<u>\$ 300,229,469</u>	<u>\$ 331,328,495</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 295,855,736</u>
---------------------------------------	-----------------------

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
February 28, 2022**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
CPA FUNDS							
Operating	\$ 50,075,011	\$ 68,150	\$ 27,649,257	\$ (34,601,475)	\$ (9,968,362)	\$ (35,696,625)	\$ (2,474,044)
Special Deposits	8,353,651	-	-	(31,154,352)	-	31,086,940	8,286,239
Construction	-	-	-	-	-	-	-
Debt Service	-	1	1,522,428	(344,875)	(8,354,194)	4,750,640	(2,426,000)
Special & Reserve	-	147,132	1,769,009	-	(1,028,186)	(140,955)	747,000
	\$ 58,428,662	\$ 215,283	\$ 30,940,694	\$ (66,100,702)	\$ (19,350,742)	\$ -	\$ 4,133,195

OPE A -Investment amounts shown at book carrying value.

OPE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
February 28, 2022**

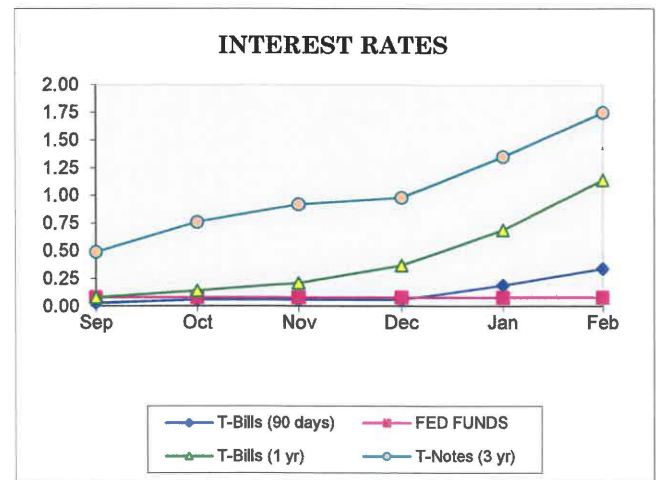
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 9,968,362	\$ (27,649,257)	\$ 3,316	\$ -	\$ -	\$ (17,677,579)
Special Deposits	-	-	-	-	-	-
Construction	-	-	701	-	-	701
Debt Service	8,354,194	(1,522,428)	2,492	-	-	6,834,258
Special & Reserve	1,028,186	(1,769,009)	(19,913)	79	-	(760,657)
	<u>\$ 19,350,742</u>	<u>\$ (30,940,694)</u>	<u>\$ (13,404)</u>	<u>\$ 79</u>	<u>\$ -</u>	<u>\$ (11,603,277)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>13,325</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (11,589,952)</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
February 28, 2022**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.947%	0.960%
OPERATING FUNDS:	1.120%	1.058%
PROJECTS:		
Geothermal	1.467%	1.358%
Capital Facilities	0.243%	0.247%
Hydroelectric	0.582%	0.581%
Lodi Energy Center	0.679%	0.614%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.08%	0.07%
T-Bills (90da.)	0.34%	0.04%
Agency Disc (90da.)	0.36%	0.05%
T-Bills (1yr.)	1.14%	0.08%
Agency Disc (1yr.)	1.04%	0.07%
T-Notes (3yr.)	1.75%	0.26%



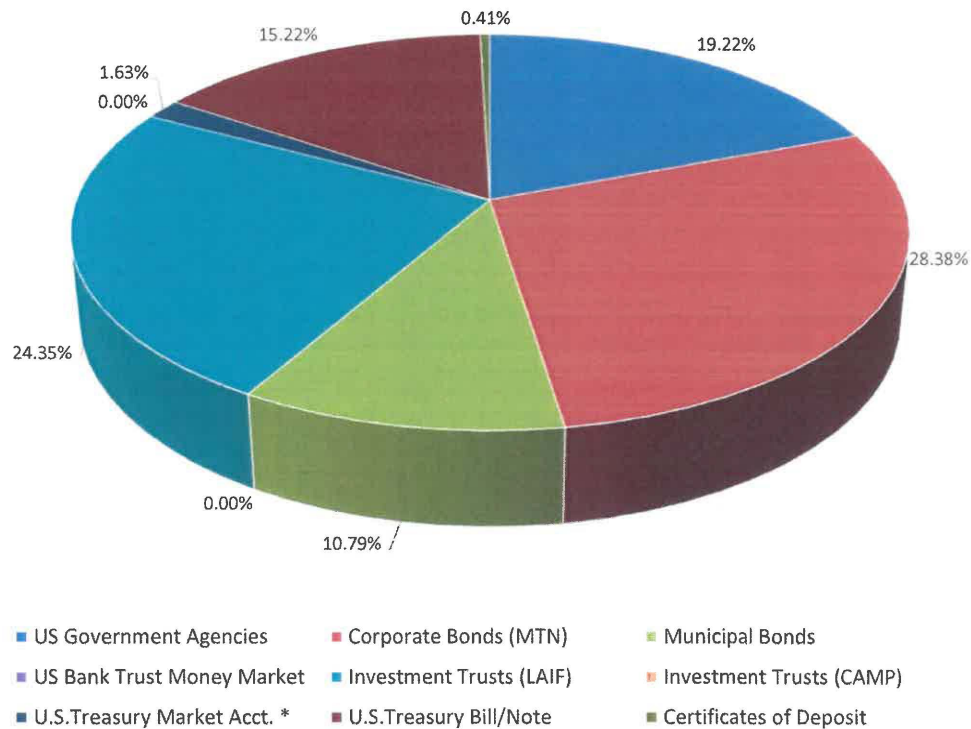
**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
February 28, 2022**

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	\$ -	\$ -	\$ 7,675	\$ -	\$ -	\$ 43,605	\$ 7,072	\$ 58,352	19.22%
Corporate Bonds (MTN)	1,000	7,744	1,000	1,500	9,450	65,511	-	86,205	28.38%
Municipal Bonds	-	1,000	-	-	-	30,045	1,720	32,765	10.79%
US Bank Trust Money Market	5	-	-	-	-	-	-	5	0.00%
Investment Trusts (LAIF)	73,970	-	-	-	-	-	-	73,970	24.35%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	4,950	-	-	-	-	-	-	4,950	1.63%
U.S.Treasury Bill/Note	-	16,982	29,248	-	-	-	-	46,230	15.22%
Certificates of Deposit	-	10	-	750	-	500	-	1,260	0.41%
Total Dollars	\$ 79,926	\$25,736	\$37,923	\$2,250	\$ 9,450	\$139,661	\$8,792	\$ 303,738	100.00%
Total Percents	26.31%	8.47%	12.49%	0.74%	3.11%	45.99%	2.89%	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 US Bank is invested nightly in fully collateralized U.S. Treasury Securities.

Portfolio Composition



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

02/28/2022

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
Local Agency Investm	LAIF	34,533,332	0.225		34,533,332		1	0.225	34,533,332	SYS70000	70000	34,533,332
First American Govt.	USBGC	52,006	0.002		52,006		1	0.002	52,006	SYS70014	70014	52,006
'S Bank	USB	4,128,810	0.001		4,128,810		1	0.001	4,128,810	SYS70050	70050	4,128,810
California Asset Mgm	CMP	490	0.050	10/19/2018	490		1	0.050	490	SYS70070	70070	490
Johnson & Johnson	USBGC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	2	2.982	1,000,030	478160CD4	26671	999,962
D Ameritrade	USBGC	500,000	2.950	05/15/2018	493,385	04/01/2022	31	3.315	500,940	87236YAE8	26601	499,858
'S Bank	USB	10,000	0.050	01/07/2022	10,000	04/07/2022	37	0.050	10,000	SYS30328	30328	10,000
epsiCo Inc.	USBGC	500,000	2.250	03/21/2018	487,005	05/02/2022	62	2.924	500,685	713448DT2	26557	499,465
pple Inc.	USBGC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	71	2.329	1,125,909	037833CQ1	26525	1,123,275
merican Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	260	3.157	505,000	02665WCA7	26614	498,168
hevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	279	3.008	503,405	166764AB6	26555	497,697
isa Inc.	USBGC	400,000	2.800	08/03/2018	394,552	12/14/2022	288	3.135	404,392	92826CAC6	26647	399,019
oyota Motor Credit	USBGC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	316	3.315	1,012,130	89236TEL5	26645	995,104
xxon Mobil Corporat	USBGC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	365	3.068	1,011,070	30231GAR3	26648	996,822
ohn Deere Capital C	USBGC	500,000	2.800	06/12/2018	489,875	03/06/2023	370	3.264	507,020	24422ETG4	26613	497,831
erkshire Hathaway I	USBGC	500,000	2.750	03/21/2018	492,280	03/15/2023	379	3.086	505,960	084670BR8	26554	498,391
nitied Parcel Serv	USBGC	500,000	2.500	05/15/2018	483,225	04/01/2023	396	3.248	505,045	911312BK1	26600	496,274
nitied Parcel Serv	USBGC	500,000	2.500	09/21/2018	483,120	04/01/2023	396	3.308	505,045	911312BK1	26677	495,961
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	406	2.104	505,475	931142DH3	26848	502,367
Bank of NY Mellon Co	USBGC	500,000	3.500	05/15/2018	501,265	04/28/2023	423	3.443	511,175	06406RAG2	26602	500,296
hershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	440	3.236	510,820	427866AZ1	26615	500,765
ommonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	487	0.507	494,490	57582RF84	27029	500,000
'S Bank	USBGC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	510	3.399	1,022,930	90331HNV1	26646	1,000,000
icrosoft Corp.	USBGC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	525	3.172	1,011,270	594918BQ6	26672	984,516
P Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	702	3.561	518,095	46625HJT8	26760	505,621
ast Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	884	0.878	488,070	275282PR6	27105	500,000
A St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,006	0.584	582,252	13067WRB0	27055	600,000
'S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,063	1.846	510,020	90331HMS9	26947	513,183
tate of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,202	0.730	250,437	546486BV2	27178	260,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,218	0.629	478,355	592112UB0	27173	500,000
ity of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,218	0.990	484,900	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,218	0.787	483,190	977123X78	27041	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,249	0.992	965,690	275282PS4	27106	1,000,000
ederal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,358	0.542	961,530	3135GA4P3	27137	1,003,935
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,392	0.825	230,613	48128GY53	27138	250,000
oyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,421	0.699	472,305	89236THY4	27149	500,000
ederal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,457	0.500	359,220	3130AKXX9	27179	375,000
ederal Home Loan Ba	USBGC	1,000,000	1.483	02/28/2022	1,000,000	02/27/2026	1,459	1.483	1,000,870	3130AQZV8	27366	1,000,000
ederal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,469	0.800	1,062,567	3133EMSU7	27200	1,100,000
nitied Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,536	1.079	478,680	91324PEC2	27230	501,430



Northern California Power Agency

Treasurer's Report

02/28/2022

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
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,549	1.250	1,625,336	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,583	1.181	241,908	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,583	1.201	241,910	797356DF6	27298	250,000
Fidelity Mutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,598	1.050	478,160	57629WDE7	27247	503,187
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,628	1.272	96,547	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,630	0.875	480,905	3130ANGX2	27252	500,000
P Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,630	1.150	945,640	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,639	1.250	698,003	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,658	1.227	477,310	14913R2Q9	27288	498,308
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,658	1.225	502,415	24422EV22	27294	522,470
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,672	0.900	606,955	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,672	1.635	1,435,110	75951AAQ1	27292	1,491,857
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,675	1.260	505,445	70450YAD5	27293	530,761
SMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,699	1.567	1,477,527	872898AA9	27330	1,537,379
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,714	1.475	1,851,287	74460DAG4	27336	1,912,112
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,764	1.509	48,948	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,794	1.691	2,968,050	3130AQN66	27364	3,000,000

Fund Total and Average

\$ 75,997,975

0.935

\$ 75,900,120

547

1.001

\$ 75,375,679

\$ 76,045,652

IPP GHG Auction Acct

Local Agency Investm		20,188	0.225		20,188		1	0.225	20,188	SYS70045	70045	20,188
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Fund Total and Average

\$ 20,188

0.225

\$ 20,188

1

0.225

\$ 20,188

\$ 20,188

NCPA Balancing Account

Local Agency Investm	LAIF	9,236,126	0.225		9,236,126		1	0.225	9,236,126	SYS70022	70022	9,236,126
First American Govt.	USBGC	15,826	0.002		15,826		1	0.002	15,826	SYS70023	70023	15,826
D Ameritrade	USBGC	500,000	2.950	04/03/2018	497,200	04/01/2022	31	3.100	500,940	87236YAE8	26571	499,942
Home Depot Inc.	USBGC	500,000	2.625	04/04/2018	494,290	06/01/2022	92	2.918	501,580	437076BG6	26572	499,657
Public Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	198	3.161	502,560	74460DAB5	26573	498,025
Visa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	288	3.096	252,745	92826CAC6	26632	249,458
Intel Corp	USBGC	500,000	2.700	06/22/2018	492,300	12/15/2022	289	3.070	506,340	458140AM2	26625	498,644
Toyota Motor Credit	USBGC	550,000	2.625	05/09/2018	536,294	01/10/2023	315	3.203	556,837	89233P7F7	26598	547,481
Visco Systems Inc.	USBGC	500,000	2.600	06/22/2018	487,655	02/28/2023	364	3.170	506,180	17275RBE1	26624	497,386
Werkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	379	3.185	505,960	084670BR8	26596	497,918
United Parcel Serv	USBGC	500,000	2.500	06/22/2018	484,780	04/01/2023	396	3.191	505,045	911312BK1	26627	496,547
Waste Inc	USBGC	500,000	2.250	05/09/2018	480,350	05/01/2023	426	3.108	504,080	654106AC7	26597	495,395
Simon Property Group	USBGC	500,000	2.750	07/24/2018	484,725	06/01/2023	457	3.438	505,080	828807DD6	26631	496,065
Walmart Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	471	3.150	510,075	717081DH3	26626	499,107
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,127	0.600	515,610	586145F74	27113	535,675



Northern California Power Agency

Treasurer's Report

02/28/2022

CPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
State of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,157	0.649	385,476	97705MUK9	27202	400,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,188	0.952	485,095	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,218	0.932	484,805	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,218	0.610	478,355	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,308	0.530	1,949,355	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,308	0.530	1,957,525	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,440	0.699	478,130	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,444	0.530	478,680	3130AKWA0	27164	499,803
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,449	0.500	933,510	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,457	0.500	119,740	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,458	0.630	960,690	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,469	0.800	1,593,851	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,577	1.199	464,390	06048VM64	27227	500,000
Fidelity Mutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,598	1.050	478,160	57629WDE7	27248	503,187
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,639	1.250	46,534	06048VN22	27256	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,699	1.567	193,774	872898AA9	27331	201,624
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,714	1.569	266,547	74460DAG4	27311	274,147
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,714	1.475	242,315	74460DAG4	27337	250,276
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,764	1.509	97,896	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,777	1.731	513,634	24422EWA3	27362	524,243
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,794	1.691	296,805	3130AQN66	27365	300,000
Fund Total and Average		\$ 29,021,952	1.013		\$ 28,951,123		742	1.077	\$ 28,530,251			\$ 29,036,532

General Operating Reserve

Local Agency Investm	LAIF	20,858,982	0.225		20,858,982		1	0.225	20,858,982	SYS70000	70002	20,858,982
First American Govt.	USBGC	69,250	0.002		69,250		1	0.002	69,250	SYS70019	70019	69,250
US Bank	USB	0	0.000	07/01/2021	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	513	0.050	12/14/2018	513		1	0.050	513	SYS70071	70071	513
D Ameritrade	USBGC	500,000	2.950	04/26/2018	492,950	04/01/2022	31	3.335	500,940	87236YAE8	26582	499,851
Apple Inc.	USBGC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	71	2.329	4,034,670	037833CQ1	26524	4,025,229
Federal Home Loan Ba	USBGC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	101	1.760	3,591,445	313379Q69	26467	3,578,424
EpsiCo Inc.	USBGC	500,000	3.100	04/26/2018	500,310	07/17/2022	138	3.083	502,215	713448CX4	26580	500,028
Visa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	288	3.145	505,490	92826CAC6	26584	498,744
US Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	328	3.140	759,713	90331HNL3	26737	748,180
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	334	3.325	506,365	06406RAE7	26575	498,428
Maxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	357	3.225	505,155	74005PBF0	26581	497,650
Merckshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	379	3.243	505,960	084670BR8	26576	497,644
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	396	3.245	505,045	911312BK1	26583	496,294
Chevron Corp.	USBGC	750,000	2.566	01/30/2019	738,750	05/16/2023	441	2.939	758,243	166764BK5	26740	746,835
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	457	1.387	1,800,048	040484VN4	26984	1,798,571
Chevron Corp.	USBGC	500,000	3.191	02/07/2019	507,025	06/24/2023	480	2.847	509,545	166764AH3	26755	502,107



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	482	2.864	512,670	931142EK5	26758	503,297
Montgomery Water Works	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	549	1.020	2,156,133	613105KV6	26985	2,169,569
Weyerhaeuser Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	563	2.908	512,825	717081EN9	26738	502,080
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	579	1.020	1,789,187	4386705V9	26983	1,800,786
Wells Fargo Bank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	693	3.319	516,885	17325FAS7	26756	502,860
J.P. Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	702	3.535	518,095	46625HJT8	26757	505,815
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	706	2.093	452,100	91159HHV5	26906	450,343
J.P. Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	823	1.356	996,110	46647PBQ8	27007	1,003,433
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	884	0.820	551,519	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	884	1.058	1,502,700	438687KT1	26980	1,512,763
California State University	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	976	0.665	242,938	13077DMK5	27072	250,000
Federal Home Loan Bank	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,018	0.830	1,873,999	3130A3GE8	26962	1,915,177
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,063	1.846	510,020	90331HMS9	26951	513,183
Weyerhaeuser Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,082	1.161	495,545	384802AE4	27000	509,869
Weyerhaeuser Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,082	1.217	495,545	384802AE4	27005	509,054
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,127	0.600	515,610	586145F74	27114	535,675
Yuba County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,127	1.038	987,800	899559QD3	27006	1,010,464
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,157	0.750	530,512	447025A56	27112	547,012
Moneywell International	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,188	0.866	978,820	438516CB0	27008	1,015,331
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,188	1.299	423,364	471376FJ7	27011	435,398
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,202	1.033	1,553,865	740189AM7	27017	1,611,114
J.P. Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,210	1.050	710,708	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,218	0.845	484,805	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,218	0.774	483,190	977123X78	27042	500,000
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,249	0.940	787,037	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,266	0.600	960,750	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,296	0.570	956,540	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,308	0.530	1,909,780	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,308	0.530	1,639,556	3133EMBJ0	27080	1,720,000
Federal Home Loan Bank	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,308	0.520	962,390	3130AKAZ9	27081	1,000,000
Federal Home Loan Mtg	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,336	0.540	477,040	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,365	0.798	931,060	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,371	0.560	477,275	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,380	1.060	1,450,566	40139LBC6	27223	1,509,640
J.P. Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,392	0.825	230,613	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,400	0.599	477,785	3135G06Q1	27141	500,766
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,440	0.699	478,130	037833EB2	27169	500,000
J.P. Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,449	0.500	933,510	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,471	1.054	597,045	808513BF1	27220	626,197
Federal Home Loan Bank	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,476	0.841	965,500	3130ALEL4	27203	997,969
Federal Home Loan Bank	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,490	1.010	972,210	3130ALTT1	27213	1,000,000
Oregon State Dept of	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,492	1.119	484,045	68607V2Q7	27216	500,000



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Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,512	1.084	489,020	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,536	1.079	526,548	91324PEC2	27232	551,573
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,549	1.250	1,059,337	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,577	1.199	1,160,975	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,583	1.590	361,124	65000BGU6	27329	370,000
Fidelity Mutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,598	1.050	956,320	57629WDE7	27249	1,006,374
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,687	1.235	96,271	24422EVM6	27297	100,290
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,699	1.567	823,540	872898AA9	27333	856,900
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,714	1.490	1,536,277	74460DAG4	27308	1,585,701
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,714	1.569	353,780	74460DAG4	27312	363,868
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,714	1.475	1,031,293	74460DAG4	27339	1,065,176
P Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,735	1.500	1,171,572	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,764	1.509	146,844	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,777	1.731	428,517	24422EWA3	27363	437,369
Fund Total and Average		\$ 82,454,197	1.328		\$ 83,222,074		742	1.104	\$ 81,540,774			\$ 82,899,776
GRAND TOTALS:		\$ 187,494,312	1.120		\$ 188,093,505		663	1.058	\$ 185,466,892.			\$ 188,002,148

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2022

Callable Dates:

Inv #			Inv #			Inv #		
6646	USB	6/23/2023	27081	FHLB	Anytime	27203	FHLB	Quarterly
6848	WMT	1/11/2023	27104	FHLMC	Annually starting 10/27/2022	27213	FHLB	Quarterly
6906	USBANK	1/5/2024	27110	CASMED	Anytime	27215	FHLB	4/21/2023
6947	USBANK	Anytime starting 12/27/2024	27113	MEMGEN	Anytime	27216	ORSGEN	Anytime
6951	USBANK	Anytime starting 12/27/2024	27114	MEMGEN	Anytime	27220	SCHW	2/11/2026
6980	HON	Anytime	27124	FFCB	Anytime starting 12/1/2022	27225	BAC	Semi-annually starting 05/28/2022
6983	HON	Anytime	27125	BALGEN	Anytime	27226	BAC	Semi-annually starting 05/28/2022
6984	AZSHGR	Anytime	27126	BALGEN	Anytime	27227	BAC	Semi-annually starting 06/25/2022
7007	JPM	6/1/2023 and then starting on 5/1/2024	27137	FNMA	Annually starting 11/18/2022	27228	BAC	Semi-annually starting 06/25/2022
7011	JAS	6/1/2024	27138	JPM	Quarterly starting 12/22/2023	27251	JPM	Annually starting 8/17/2023
7024	JPM	Quarterly starting 6/23/2024	27139	JPM	Quarterly starting 12/22/2023	27252	FHLB	Quarterly starting 8/17/2022
7029	MAS	Anytime	27141	FNMA	Quarterly	27255	BAC	Semi-annually starting 08/26/2022
7041	WISTRN	Anytime	27149	TOY	1/20/2025 and 7/20/2025	27256	BAC	Semi-annually starting 08/26/2022
7042	WISTRN	Anytime	27164	FHLB	Anytime	27276	FHLB	Callable quarterly starting 9/28/2022
7055	CASWTR	Anytime	27168	APPL	Anytime starting 1/8/2026	27313	JPM	Callable quarterly starting 11/30/2022
7056	FNMA	Quarterly starting 8/18/2022	27169	APPL	Anytime starting 1/8/2026	27329	NYSHGR	Anytime
7058	PHOGEN	Anytime	27171	JPM	Quarterly starting 2/17/2023	27342	FHLB	12/29/2023
7071	FAMC	Semi-annually	27172	JPM	Quarterly starting 2/17/2023	27343	FHLB	12/29/2023
7072	CASHGR	Anytime	27178	LOUIS	Anytime	27345	FHLB	12/29/2023
7077	FFCB	Anytime	27195	FHLB	Quarterly	27364	FHLB	7/28/2023
7078	FFCB	Anytime	27200	FFCB	Anytime starting 3/9/2023	27365	FHLB	7/28/2023
7079	FFCB	Anytime	27201	FFCB	Anytime starting 3/9/2023	27366	FHLB	2/27/2023
7080	FFCB	Anytime	27202	WIS	Anytime			



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ieo 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	912,000	0.175	01/05/2022	911,220	06/30/2022	121	0.177	910,659	912796R50	27354	911,464
Fund Total and Average		\$ 912,000	0.175		\$ 911,220		121	0.178	\$ 910,659			\$ 911,464

ieo 2012A Debt Service

U.S. Treasury	USBT	246,000	0.409	02/28/2022	245,658	06/30/2022	121	0.416	245,638	912796R50	27367	245,661
Fund Total and Average		\$ 246,000	0.410		\$ 245,658		121	0.416	\$ 245,638			\$ 245,661

ieo 2016A Debt Service

U.S. Treasury	USBT	289,000	0.080	11/30/2021	288,873	06/16/2022	107	0.081	288,653	912796J42	27314	288,931
U.S. Treasury	USBT	289,000	0.200	12/30/2021	288,708	06/30/2022	121	0.202	288,575	912796R50	27351	288,806
U.S. Treasury	USBT	1,077,000	0.175	01/05/2022	1,076,079	06/30/2022	121	0.177	1,075,417	912796R50	27356	1,076,367
U.S. Treasury	USBT	580,000	0.410	02/28/2022	579,194	06/30/2022	121	0.416	579,147	912796R50	27368	579,201
Fund Total and Average		\$ 2,235,000	0.227		\$ 2,232,854		119	0.230	\$ 2,231,792			\$ 2,233,305

ieothermal Special Reserve

First American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,347	0.460	1,426,350	3135G06G3	27167	1,497,179
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1343	0.458	\$ 1,431,350			\$ 1,502,179

ieo Decommissioning Reserve

Local Agency Investm	LAIF	145,034	0.225		145,034		1	0.225	145,034	SYS70027	70027	145,034
First American Govt.	USBGC	86,461	0.002		86,461		1	0.002	86,461	SYS70034	70034	86,461
Apple Inc.	USBGC	211	2.300	11/29/2017	211	05/11/2022	71	2.329	211	037833CQ1	26499	211
University of Califo	USBGC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	75	1.080	1,003,520	91412G2T1	27001	1,002,497
Wells Fargo Bank	USBGC	250,000	3.150	08/30/2018	250,000	08/30/2022	182	3.154	253,383	949763TL0A	30311	250,000
Great North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	183	3.051	253,255	39103QAF3A	30310	250,000
Discover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	189	3.152	253,458	254673TM8A	30313	250,000
John Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	332	3.104	759,188	24422ERT8	26550	748,092
Bank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	334	3.229	759,548	06406RAE7	26549	748,244
Brook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	471	1.450	354,936	227183DH0	27003	355,502
Colano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	518	1.471	407,369	83412PCN0	26978	406,366
Cherbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	547	3.203	257,298	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	555	3.301	257,683	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	976	1.846	337,253	78607QAY1	26977	341,385



Northern California Power Agency

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ieo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,082	1.161	421,213	384802AE4	27002	433,389
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,188	0.952	485,095	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,218	1.372	729,945	442349EM4	27102	750,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,218	0.610	478,355	592112UB0	27175	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,249	0.940	965,690	275282PS4	27109	1,000,000
uardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,380	1.060	481,932	40139LBC6	27224	501,558
pple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,440	0.700	956,260	037833EB2	27162	1,000,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,521	1.200	472,845	48128G3G3	27218	500,000
ank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,577	1.199	696,585	06048WM64	27229	750,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,639	1.250	46,534	06048WN22	27258	50,000
pple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,655	1.629	1,889,940	037833DN7	27361	1,929,568
aterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,658	1.227	143,193	14913R2Q9	27289	149,492
SMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,699	1.567	1,332,196	872898AA9	27334	1,386,162
ublic Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,714	1.490	741,484	74460DAG4	27309	765,338
ublic Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,714	1.475	1,669,066	74460DAG4	27340	1,723,904
ew York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,922	2.078	569,445	64966QUX6	27219	583,374
ederal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,268	1.360	931,770	3130AKX76	27163	1,000,000
ederal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,276	1.460	922,399	31422XAU6	27177	972,000
ederal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,276	1.482	569,382	31422XAU6	27246	598,874
ederal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,437	1.704	1,893,260	3130AN7G9	27245	2,006,061
larin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,440	1.565	477,055	56781RKZ9	27272	506,300
ounty of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,454	2.134	370,563	088518PA7	27274	385,000
ounty of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,454	2.134	240,625	088518NH4	27275	250,000
ederal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,597	2.044	2,407,825	3133ENJZ4	27360	2,445,765
Fund Total and Average		\$ 25,730,706	1.775		\$ 25,820,079		1921	1.639	\$ 25,021,254			\$ 25,770,577

ieo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.080	11/30/2021	1,621,286	06/16/2022	107	0.081	1,620,054	912796J42	27319	1,621,614
Fund Total and Average		\$ 1,622,000	0.080		\$ 1,621,286		107	0.081	\$ 1,620,054			\$ 1,621,614
GRAND TOTALS:		\$ 32,245,706	1.467		\$ 32,333,893		1614	1.358	\$ 31,460,747.			\$ 32,284,800

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2022

Callable Dates:

#	Inv #	
377	27219	NYC Anytime
301	27229	BAC Semi-annually starting 6/25/2022
111	27245	FHLB Anytime starting 7/9/2022
162	27246	FAMC Semi-annually
163	27258	BAC Semi-annually starting 8/26/2022
177	27360	FFCB Anytime starting 1/5/2027
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Northern California Power Agency

Treasurer's Report

02/28/2022

Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	1,059	0.010		1,059		1	0.010	1,059	SYS79017	79017	1,059
U.S. Treasury	USBT	423,000	0.045	08/27/2021	422,830	07/14/2022	135	0.045	422,162	912796K57	27265	422,929
U.S. Treasury	USBT	421,000	0.040	09/28/2021	420,865	07/14/2022	135	0.040	420,166	912796K57	27282	420,937
U.S. Treasury	USBT	421,000	0.090	11/30/2021	420,762	07/14/2022	135	0.091	420,166	912796K57	27318	420,858
U.S. Treasury	USBT	422,000	0.150	12/29/2021	421,654	07/14/2022	135	0.152	421,164	912796K57	27346	421,763
U.S. Treasury	USBT	921,000	0.540	02/28/2022	918,928	07/28/2022	149	0.548	918,826	912796S59	27371	918,942
Fund Total and Average		\$ 2,609,059	0.243		\$ 2,606,098		140	0.247	\$ 2,603,543			\$ 2,606,488
GRAND TOTALS:		\$ 2,609,059	0.243		\$ 2,606,098		140	0.247	\$ 2,603,543.			\$ 2,606,488

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2022



Northern California Power Agency

Treasurer's Report

02/28/2022

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	7,171,341	0.225		7,171,341		1	0.225	7,171,341	SYS70028	70028	7,171,341
First American Govt.	USBGC	579,867	0.002		579,867		1	0.002	579,867	SYS70031	70031	579,867
Public Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	198	3.051	502,560	74460DAB5	26546	498,297
Visa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	288	3.051	505,490	92826CAC6	26547	499,085
Toyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	316	3.215	506,065	89236TEL5	26619	497,950
United Parcel Serv	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	396	3.182	505,045	911312BK1	26620	496,592
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	426	2.985	552,833	19416QEC0	26652	544,734
Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	671	0.401	976,620	374288AB4	27161	1,000,000
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	884	1.029	244,863	592090GB4	27134	250,000
California Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	945	0.683	97,265	13034AL57	27135	100,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,020	1.744	511,730	931142DV2	26950	512,047
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,150	0.839	536,683	06406RAN7	27221	557,798
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,175	0.675	482,260	31422BA26	27004	500,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,249	1.229	243,560	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,263	1.950	519,730	283734TC5	27131	539,369
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,310	0.765	125,029	13034AL65	27132	130,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,365	0.798	931,060	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,380	0.615	478,755	3135G06J7	27136	500,644
P Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,392	0.825	461,225	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,400	0.576	477,785	3135G06Q1	27148	501,191
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,444	0.530	478,680	3130AKWA0	27165	499,803
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,457	0.500	478,960	3130AKXX9	27181	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,512	1.084	489,020	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,536	1.082	478,680	91324PEC2	27231	501,430
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,630	0.875	480,905	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,637	0.967	481,215	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,639	1.250	46,534	06048WN22	27257	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,699	1.567	193,774	872898AA9	27332	201,624
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,714	1.475	242,315	74460DAG4	27338	250,276
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,764	1.509	489,480	3130AQER0	27344	500,000

Fund Total and Average	\$	20,576,208	0.932		\$	20,605,504	705	0.930	\$	20,269,329		\$	20,632,048
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Hydro Initial Facilities

U.S. Treasury	USBT	4,240,000	0.175	01/05/2022	4,236,372	06/30/2022	121	0.177	4,233,767	912796R50	27355	4,237,506
Fund Total and Average		\$ 4,240,000	0.175		\$ 4,236,372		121	0.178	\$ 4,233,767			\$ 4,237,506

Hydro 2018A Debt Service



Northern California Power Agency

Treasurer's Report

02/28/2022

hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	1,146,000	0.080	11/30/2021	1,145,496	06/16/2022	107	0.081	1,144,625	912796J42	27316	1,145,728
U.S. Treasury	USBT	1,147,000	0.200	12/30/2021	1,145,840	06/30/2022	121	0.202	1,145,314	912796R50	27352	1,146,229
U.S. Treasury	USBT	3,638,000	0.175	01/05/2022	3,634,887	06/30/2022	121	0.177	3,632,652	912796R50	27358	3,635,860
U.S. Treasury	USBT	2,295,000	0.409	02/28/2022	2,291,811	06/30/2022	121	0.416	2,291,626	912796R50	27369	2,291,837
Fund Total and Average		\$ 8,226,000	0.231		\$ 8,218,034		119	0.234	\$ 8,214,217			\$ 8,219,654

hydro 2019A Debt Service

U.S. Treasury	USBT	813,000	0.080	11/30/2021	812,642	06/16/2022	107	0.081	812,024	912796J42	27317	812,807
U.S. Treasury	USBT	815,000	0.200	12/30/2021	814,176	06/30/2022	121	0.202	813,802	912796R50	27353	814,452
U.S. Treasury	USBT	2,699,000	0.175	01/05/2022	2,696,691	06/30/2022	121	0.177	2,695,032	912796R50	27359	2,697,412
U.S. Treasury	USBT	1,629,000	0.410	02/28/2022	1,626,737	06/30/2022	121	0.416	1,626,605	912796R50	27370	1,626,755
Fund Total and Average		\$ 5,956,000	0.230		\$ 5,950,246		119	0.233	\$ 5,947,463			\$ 5,951,426

hydro Special Reserve

First American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,347	0.460	1,426,350	3135G06G3	27166	1,497,179
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1343	0.458	\$ 1,431,350			\$ 1,502,179

hydro 2012 DSRA

U.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	23	0.030	386,985	912796F38	27217	386,992
U.S. Treasury	USBT	301,000	0.020	07/23/2021	300,959	03/24/2022	23	0.020	300,988	912796F38	27243	300,996
Fund Total and Average		\$ 688,000	0.026		\$ 687,851		23	0.026	\$ 687,973			\$ 687,988
GRAND TOTALS:		\$ 41,186,208	0.582		\$ 41,200,803		455	0.581	\$ 40,784,099.			\$ 41,230,801

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2022

Callable Dates:

Tr #	Inv #				
950	WMT	Anytime starting 10/15/2024	27165	FHLB	Anytime
004	FAMCA	Semi-annually starting 5/19/2022	27214	FHLB	4/21/2023
131	ELPASO	Callable annually starting 8/15/2023	27221	BK	3/24/2025
132	FFCB	Anytime	27253	FHLB	Quarterly starting 8/17/2022
135	CASDEV	Anytime	27254	FHLB	Monthly
136	FNMA	Quarterly	27257	BAC	Semi-annually starting 8/26/2022
140	JPM	Quarterly starting 12/22/2023	27344	FHLB	12/29/2023
161	JPGETY	Anytime starting 10/1/2023			



Northern California Power Agency

Treasurer's Report

02/28/2022

EC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		378,155	0.225		378,155		1	0.225	378,155	SYS70046	70046	378,155
Fund Total and Average		\$ 378,155	0.225		\$ 378,155		1	0.225	\$ 378,155			\$ 378,155

EC Issue #1 2010B DS Fund

US Bank Trust	USB	148	0.010		148		1	0.010	148	SYS79004	79004	148
U.S. Treasury	USBT	3,548,000	0.080	12/01/2021	3,546,604	05/26/2022	86	0.081	3,545,339	912796Q36	27326	3,547,318
U.S. Treasury	USBT	130,000	0.080	12/29/2021	129,957	05/26/2022	86	0.081	129,903	912796Q36	27347	129,975
U.S. Treasury	USBT	260,000	0.310	02/28/2022	259,794	05/31/2022	91	0.314	259,771	912796V30	27372	259,796
Fund Total and Average		\$ 3,938,148	0.096		\$ 3,936,503		86	0.097	\$ 3,935,161			\$ 3,937,237

EC Issue #2 2010B DS Fund

US Bank Trust	USB	208	0.010		208		1	0.010	208	SYS79012	79012	208
U.S. Treasury	USBT	4,165,000	0.080	12/01/2021	4,163,362	05/26/2022	86	0.081	4,161,876	912796Q36	27327	4,164,200
U.S. Treasury	USBT	550,000	0.080	12/29/2021	549,819	05/26/2022	86	0.081	549,588	912796Q36	27348	549,895
U.S. Treasury	USBT	1,100,000	0.309	02/28/2022	1,099,129	05/31/2022	91	0.314	1,099,032	912796V30	27373	1,099,138
Fund Total and Average		\$ 5,815,208	0.124		\$ 5,812,518		87	0.126	\$ 5,810,704			\$ 5,813,441

EC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,659,000	0.080	12/01/2021	3,657,561	05/26/2022	86	0.081	3,656,256	912796Q36	27328	3,658,297
U.S. Treasury	USBT	668,000	0.080	12/29/2021	667,780	05/26/2022	86	0.081	667,499	912796Q36	27349	667,872
U.S. Treasury	USBT	1,334,000	0.309	02/28/2022	1,332,943	05/31/2022	91	0.314	1,332,826	912796V30	27374	1,332,955
Fund Total and Average		\$ 5,661,000	0.134		\$ 5,658,284		87	0.136	\$ 5,656,581			\$ 5,659,124

EC Issue #1 2010 DSR Fund

US Bank Trust	USB	44	0.010		44		1	0.010	44	SYS79005	79005	44
U.S. Treasury	USBT	63,000	0.080	12/29/2021	62,979	05/26/2022	86	0.081	62,953	912796Q36	27350	62,988
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	101	1.760	4,118,860	313379Q69	26463	4,103,927
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	107	0.036	508,389	912796J42	27244	508,946
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,462	0.840	4,255,502	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,564	0.799	144,359	3130AN4T4	27270	150,472
Fund Total and Average		\$ 9,252,044	1.361		\$ 9,320,692		776	1.198	\$ 9,090,107			\$ 9,256,377

EC Iss#1 2010B BABS Subs Resv



Northern California Power Agency

Treasurer's Report

02/28/2022

EC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
U.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	86	0.081	2,367,223	912796Q36	27320	2,368,547
Fund Total and Average		\$ 2,370,843	0.080		\$ 2,369,911		86	0.081	\$ 2,369,066			\$ 2,370,390

EC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,295	0.010		1,295		1	0.010	1,295	SYS79013	79013	1,295
U.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	86	0.081	1,141,144	912796Q36	27321	1,141,782
Fund Total and Average		\$ 1,143,295	0.080		\$ 1,142,846		86	0.081	\$ 1,142,439			\$ 1,143,077

EC O & M Reserve

ocal Agency Investm		1,626,968	0.225		1,626,968		1	0.225	1,626,968	SYS70047	70047	1,626,968
irst American Govt.	USBGC	8,375	0.002		8,375		1	0.002	8,375	SYS70041	70041	8,375
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	83	2.456	596,684	90331HPC1	26822	595,252
aterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,006	1.776	481,270	14912L6G1	26952	482,982
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,218	0.610	478,355	592112UB0	27176	500,000
ederal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,246	0.579	948,160	3136G4D75	27047	1,000,683
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,266	0.600	960,750	3136G4G72	27057	1,000,000
ederal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,308	0.530	716,168	3133EMBH4	27083	750,000
ederal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,308	0.530	638,664	3133EMBJ0	27084	670,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,440	0.699	478,130	037833EB2	27170	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,521	1.200	472,845	48128G3G3	27222	500,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,598	1.050	956,320	57629WDE7	27250	1,006,374
ank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,639	1.250	93,067	06048WVN22	27259	100,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,658	1.227	477,310	14913R2Q9	27290	498,308
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,699	1.567	823,540	872898AA9	27335	856,900
ublic Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,714	1.490	499,169	74460DAG4	27310	515,228
ublic Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,714	1.475	1,031,293	74460DAG4	27341	1,065,176
Fund Total and Average		\$ 11,644,343	1.070		\$ 11,694,305		1178	0.972	\$ 11,287,068			\$ 11,676,246
GRAND TOTALS:		\$ 40,203,036	0.679		\$ 40,313,214		561	0.614	\$ 39,669,281.			\$ 40,234,047

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2022

Available Dates:

Tr #	Inv #	Inv #	Inv #	Inv #	Inv #
822	USB	Anytime starting 4/22/2022	27170	APPL	Anytime starting 1/8/2026
047	FHLMC	Quarterly starting 7/29/2022	27199	FFCB	Anytime
057	FNMA	Quarterly starting 8/18/2022	27222	JPM	Annually starting 4/30/2023
083	FFCB	Anytime	27259	BAC	Semi-annually starting 8/26/2022
084	FFCB	Anytime			



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Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

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

AGENDA CATEGORY: Consent

FROM: Randy S. Howard

General Manager

Division: Generation Services

Department: Geothermal

METHOD OF SELECTION:

N/A

If other, please describe:

IMPACTED MEMBERS:

All Members ☒

City of Lodi ☐

City of Shasta Lake ☐

Alameda Municipal Power ☐

City of Lompoc ☐

City of Ukiah ☐

San Francisco Bay Area
Rapid Transit ☐

City of Palo Alto ☐

Plumas-Sierra REC ☐

City of Biggs ☐

City of Redding ☐

Port of Oakland ☐

City of Gridley ☐

City of Roseville ☐

Truckee Donner PUD ☐

City of Healdsburg ☐

City of Santa Clara ☐

Other ☐

If other, please specify

RECOMMENDATION:

Approve Resolution 22-26 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Epidendio Construction, Inc. for maintenance services, including grading, excavation, paving, all phases of concrete, seal coating, gravel and/or water hauling, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Grading, excavation, paving, all phases of concrete, seal coating, gravel and/or water hauling are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with Epidendio Construction, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Gifford's Backhoe Service, Rege Construction, Granite Construction and Ancon Marine dba Ancon.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:


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

COMMITTEE REVIEW:

On March 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-26
- Multi-Task General Services Agreement with Epidendio Construction, Inc.

RESOLUTION 22-26

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING MULTI-TASK GENERAL SERVICES AGREEMENT WITH EPIDENDIO
CONSTRUCTION, INC.**

(reference Staff Report #130:22)

WHEREAS, grading, excavation, paving, all phases of concrete, seal coating, gravel and/or water hauling, are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

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

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

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Epidendio Construction, Inc., a corporation with its office located at 11325 Highway 29, Lower Lake, CA 95457 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally Omitted

4.4 Pollution Insurance. Intentionally Omitted

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to

Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by Randy Bowersox, 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:

Mike Epidendio
President
Epidendio Construction, Inc.
P.O. Box 452
11325 Highway 29
Lower Lake, CA 95457

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

EPIDENDIO CONSTRUCTION, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

MIKE EPIDENDIO, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Epidendio Construction, Inc. ("Contractor") shall provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of any facilities owned and/or operated by Agency, its members, Southern California Public Power Authority ("SCPPA") or SCPPA members, in a safe and continually usable condition.

Maintenance services may include, but are not limited to, roadwork, all phases of concrete, gravel hauling, water hauling, seal coating, labor and materials for miscellaneous maintenance, vegetation removal for wildfire mitigation, and fire watch services.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

NCPA

DATE 1/7/2022

ATTACHMENT B- PAGE 1

SUPPLIER
NAME

Epidendio Construction, Inc.

LINE NO.	DESCRIPTION OF WORK	TYPE OF CHARGE	UNIT OF MEASURE	SIZE	MATERIAL	STANDARD PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
Miscellaneous Pricing								
Labor								
1	Foreman	Hourly Labor	Per Hour			\$95.00	\$120.00	\$135.00
2	Supervisor	Hourly Labor	Per Hour			\$105.00	\$130.00	\$145.00
3	Equipment Operator-All types	Hourly Labor	Per Hour			\$95.00	\$120.00	\$135.00
4	Teamster	Hourly Labor	Per Hour			\$85.00	\$110.00	\$115.00
5	Laborer	Hourly Labor	Per Hour			\$75.00	\$100.00	\$110.00
6	Cement Mason	Hourly Labor	Per Hour			\$80.00	\$105.00	\$120.00
Equipment								
7	Pick up- 1/2 or 3/4 ton	Hourly Labor	Per Hour			\$25.00		
8	Service Truck with Tools	Hourly Labor	Per Hour			\$45.00		
9	Flatbed Truck- 2 Ton	Hourly Labor	Per Hour			\$60.00		
10	Dump Truck -6 Cylinder	Hourly Labor	Per Hour			\$75.00		
11	Dump Truck- 10 Cylinder	Hourly Labor	Per Hour			\$75.00		
12	Transfer Truck	Hourly Labor	Per Hour			\$85.00		
13	Water Truck	Hourly Labor	Per Hour			\$80.00		
14	Backhoe (case 580 or equivalent)	Hourly Labor	Per Hour			\$45.00		
15	Excavator (cat 307)	Hourly Labor	Per Hour			\$65.00		
16	Excavator (cat 308 w/ thumb)	Hourly Labor	Per Hour			\$65.00		
17	Loader (cat 930)	Hourly Labor	Per Hour			\$55.00		
18	Cone Truck w/ arrow board & traffic signs	Hourly Labor	Per Hour			\$48.00		
19	Excavator (cat 315 w/ thumb)	Hourly Labor	Per Hour			\$85.00		
20	Excavator (cat 320 w/ thumb)	Hourly Labor	Per Hour			\$115.00		
21	Loader 545 ford skip 4x4 or equivalent	Hourly Labor	Per Hour			\$45.00		
22	Loader (cat 920)	Hourly Labor	Per Hour			\$55.00		
23	Loader (Clark Michigan 75C)	Hourly Labor	Per Hour			\$55.00		
ALL EQUIPMENT & LABOR RENTAL HAS A 4 HOUR MINIMUM CHARGE								

NCPA

Attachment Page 2

			SUPPLIER NAME		EPIDENDIO CONSTRUCTION, INC.			
Line No.	DESCRIPTION OF WORK	TYPE OF CHARGE	UNIT OF MEASURE	SIZE	MATERIAL	STANDARD OF PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
Not Otherwise Covered Markup								
1	Subcontractor markup-In the event you must use a service provider not otherwise covered, this markup shall be added to the direct cost of the service provider.	Markup	percentage markup of Service Provider			15%		
2	Administrative Markup for Materials in the event we are asked by NCPA to provide materials from a supplier. This markup shall be added to the direct material cost (acquisition, handling, and installation should be included in the base fee and unit pricing	Markup	percentage markup of direct material cost			15%		
Miscellaneous Equipment						\$/hr	\$/day	
1	8 x 10 Trench Plates	Daily Equipment	per day				\$10.00	
2	Underground mole accessory for Compressor	Daily Equipment	per day				\$250.00	
3	Barricades	Daily Equipment	per day				\$2.00	
4	Barricades w/ Flashers	Daily Equipment	per day				\$3.00	
5	Cones/Delineators	Daily Equipment	per day				\$2.00	
6	Traffic Signs/Stand	Daily Equipment	per day				\$16.00	
7	K-Rail	Daily Equipment	per day				\$10.00	
8	3" Mud Pump	Hourly Equipment	per hour			6		
9	185 CFM Compressor, Hose & Jackhammer	Hourly Equipment	per hour			25		
10	Cutoff Saw Dry	Hourly Equipment	per hour			12		
11	Concrete walk behind saw 20hp lg	Hourly Equipment	per hour			25		
12	Concrete walk behind saw small	Hourly Equipment	per hour			25		
13	Bitch Pot (asphalt tack)	Hourly Equipment	per hour			25		
14	Cone truck w/ arrow board	Hourly Equipment	per hour			45		
ALL EQUIPMENT & LABOR RENTAL HAS A 4 HOUR MINIMUM CHARGE								

All services will be billed according to Time & Material (T&M) Rates.

Prices are subject to change with 30 days' advance written notice to Agency.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



13

Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Westgate Petroleum Company, Inc. – Five Year Multi-Task Agreement for Purchase and Delivery of Equipment, Materials and Supplies for delivery of fuels, oils, lubricants and other miscellaneous petroleum products; Applicable to the following: the Northern California Power Agency (NCPA) Geothermal facility.

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

RECOMMENDATION:

Approve Resolution 22-27 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc. for delivery of fuels, oils, lubricants and other miscellaneous petroleum products, 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 NCPA's Geothermal facility.

BACKGROUND:

Delivery of fuels, oils, lubricants and other miscellaneous petroleum products are required from time to time for the operation and maintenance of facilities for use at the Geothermal plant facility. NCPA currently has an agreement in place with Westgate Petroleum Company, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Redwood Coast Fuels, Valley Pacific Petroleum Services, Inc., and Southern Counties Lubricants, LLC.

FISCAL IMPACT:

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

SELECTION PROCESS:

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


ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On March 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-27
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc.

RESOLUTION 22-27

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

(reference Staff Report #131:22)

WHEREAS, delivery of fuels, oils, lubricants and other miscellaneous petroleum products, are required from time to time for the operation and maintenance of the Northern California Power Agency (NCPA) Geothermal facility; and

WHEREAS, Westgate Petroleum Company, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase and Delivery of Equipment, Materials and Supplies with Westgate Petroleum Company, Inc. to provide such services at the Geothermal plant facility; and

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Westgate Petroleum Company, Inc., ("Supplier"), whose principal office is located at 3740 Highland Springs Road, Lakeport, CA 95453 (together sometimes referred to as the "Parties") as of _____, 2022 (the "Effective Date").

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

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

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

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

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

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

- 5.2 **Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

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

6.5 All Policies Requirements.

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

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

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

6.5.5 Additional Certificates and Endorsements. Not Applicable

6.6 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

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

Section 7. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Supplier, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier

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

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Westgate Petroleum Company, Inc.
3740 Highland Springs Road
Lakeport, CA 95453

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

- 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16** **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17** **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18** **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19** **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20** **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

WESTGATE PETROLEUM COMPANY,
INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

CLAUDE BROWN, Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

Westgate Petroleum Company, Inc. ("Supplier") shall deliver Fuel to the Northern California Power Agency ("Agency") Geothermal Facility Storage Tanks and deliver Oils, Lubricants, and other miscellaneous petroleum products, to the Agency as requested, in accordance with the following specifications.

1. **Definitions.** For the purposes of this Agreement,
 - a. "Fuel" shall include Regular Unleaded Gasoline, Clear Diesel Fuel and Dyed Diesel Fuel unless otherwise specified by Agency in writing, and shall include Oils, Lubricants, and other miscellaneous petroleum products, as requested; and
 - b. "Geothermal Facility Storage Tanks" shall mean the tanks located at both Agency power plants and the tanks located at Agency's Steam Field Shop area.
2. **Contractor shall:**
 - a. Deliver Fuel upon the request of Agency in a manner consistent with Agency direction regarding specific Fuel quantity and delivery location;
 - b. Provide delivery of Fuel within twenty-four (24) hours of Agency request, but under no circumstances shall Contractor fail to deliver Fuel within forty-eight (48) hours of Agency's request.
 - c. Be responsible for the safe delivery of Fuel to the location designated by Agency, in a manner consistent with all applicable environmental, health and safety regulations;
 - d. Promptly inform Agency concerning any spill, leak or other problem involving any delivery of Fuel pursuant to this Agreement and take all necessary steps pursuant to applicable environmental, health and safety laws or regulations to prevent, mitigate, contain, clean up or otherwise address all such spills, leaks or other problems;
 - e. Ensure that any and all Contractor employees and subcontractors use appropriate personal protective equipment ("PPE") in the performance of work pursuant to this Agreement and as otherwise directed by the Agency;
 - f. Make all deliveries using Contractor-owned vehicles or contracted carriers, which are all owned, hired, leased, rented or otherwise used by Contractor in a manner that ensures they are covered under the Contractors' provided automobile insurance plans;
 - g. Ensure that all Contractor vehicles are labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdiction having control over said delivery truck operations; and
 - h. Deliver Fuel to Agency in accordance with any additional specifications set forth by Agency.

3. Agency shall:

- a. Endeavor to request Fuel delivery from Contractor between twenty-four (24) hours and forty-eight (48) hours before Agency needs Fuel delivered, with the exception of an occasional emergency
1. Terms used under Compensation Schedule and Hourly Fees shall have the same meaning as the terms set forth in this Agreement and Exhibit A - Scope of Work.
 2. Agency shall only compensate Contractor for Completed Deliveries.
 - a. A "Completed Delivery" means:
 - i. Contractor has delivered the full quantity of Fuel that Agency requested to the final allocation designated by Agency; and
 - ii. Contractor has delivered the full quantity of Fuel that Agency requested within the time specified by Agency; but not to exceed forty-eight (48) hours after Contractor was notified of Agency's request.
 3. Compensation shall be calculated for each Completed Delivery using unbranded Oil Price Information Service ("OPIS") Average Rack Prices for the product, as follows:
 - a. Contractor shall use the San Francisco Daily Unbranded OPIS Average to calculate compensation.
 - i. In making the calculation set forth in Section 3(a) under Compensation Schedule and Hourly Fees, Contractor shall use the OPIS prices for the date the delivery is Completed; and
 - ii. Contractor shall not aggregate Completed Deliveries in response to multiple Agency requests to complete the calculation set forth in Section 3(a) under Compensation Schedule and Hourly Fees.
 - b. Contractor may add no more than \$0.249 cents per gallon to the cost of each Completed Delivery to cover Contractor costs related to labor, fees, taxes or other expenses.
 4. Agency shall not provide Contractor with any additional compensation for labor costs taxes, fees or other expenses related to the performance of work under this Agreement, beyond that set forth in Section 3 of Compensation Schedule and Hourly Fees.

EXHIBIT B – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

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

EXHIBIT C – 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.



Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Energy Project Solutions, LLC – First Amendment to Five Year Multi-Task General Services Agreement for Pipeline Maintenance Operations Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-28 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Energy Project Solutions, LLC for pipeline operations maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to EverLine Compliance CA, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Pipeline operations maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Energy Project Solutions, LLC effective June 1, 2020, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to EverLine Compliance CA, LLC. NCPA does not have other agreements for similar services at this time.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On March 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 22-28
- Multi-Task General Services Agreement with Energy Project Solutions, LLC
- First Amendment to Multi-Task General Services Agreement with Energy Project Solutions, LLC Accepting Assignment to EverLine Compliance CA, LLC

RESOLUTION 22-28

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH ENERGY PROJECT SOLUTIONS, LLC ACCEPTING ASSIGNMENT TO
EVERLINE COMPLIANCE CA, LLC**

(reference Staff Report #132:22)

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

WHEREAS, NCPA and Energy Project Solutions, LLC entered into a Multi-Task General Services Agreement effective June 1, 2020, to provide such services; and

WHEREAS, Effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to EverLine Compliance CA, LLC; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Energy Project Solutions, LLC, with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to EverLine Compliance CA, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ENERGY PROJECT SOLUTIONS, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Energy Project Solutions, LLC, a limited liability company, with its office located at 841 Mohawk Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

Section 10. PROJECT SITE.

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

and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

- 13.7 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 **Notices.** Any written notice to Contractor shall be sent to:

Energy Project Solutions, LLC
Attention: Michael Finch
P.O. Box 20846
Bakersfield, CA 93390

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

SIGNATURES ON THE FOLLOWING PAGE

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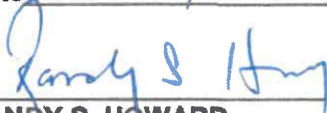
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

ENERGY PROJECT SOLUTIONS, LLC

Date 6/1/20

Date 5/11/2020



RANDY S. HOWARD,
General Manager



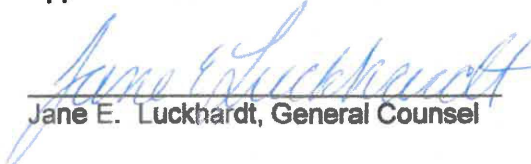
MICHAEL FINCH,
Chief Operating Officer

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Energy Project Solutions, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items

Specific CT1 Alameda services to include, but not be limited to the following:



Identified Tasks, Frequency, & Task Assignments							
Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
Reporting							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
Corrosion Control							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NCPA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons

							are expected for this pipeline.
Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.

Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS

							completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calend ar year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.745	DBTS	

Update maps & drawings	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calend ar year	15	O&M	PHMS A	192.707	DBTS	
Review response of operator to abnormal operations	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMS A	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMS A	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMS A	49 CFR 192.751	EPS	
Drug and Alcohol							
PHMSA annual drug report (DAMIS)	March 15/ year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMS A	49 CFR 199	EPS	
Items Requiring Additional Costs - T&M							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMS A	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.

Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMSA	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.

OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
Integrity Management							
IMP procedures annual review	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety							
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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:

CT1 Alameda Pipeline Maintenance Program specific Cost: \$7,900.00 / Month

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Finch, Chief Operating Officer

(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

Energy Project Solutions, LLC

(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 11 day of May, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND ENERGY PROJECT SOLUTIONS,
LLC ACCEPTING ASSIGNMENT TO EVERLINE COMPLIANCE CA, LLC**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EverLine Compliance CA, LLC ("Contractor") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Agency and Energy Project Solutions, LLC entered into a Multi-Task General Services Agreement dated effective June 1, 2020, (the "Agreement") for Contractor to provide pipeline maintenance program services for the Agency, Agency Members, the Southern California Public Power Authority (SCCPA) or SCPPA Members; and

WHEREAS, effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC; and the Agency desires to agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Energy Project Solutions, LLC agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. The preamble to the Agreement is replaced in its entirety as follows:

"This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and EverLine Compliance CA, LLC, a limited liability company, with its office located at 841 Mohawk

Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California."

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

13.7 Contract Administrator. This Agreement shall be administered by Randy Bowersox, 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.

3. Section 13.8 Notices is replaced in its entirety as follows:

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

EverLine Compliance CA, LLC
Attn: Michael Finch
4203 Montrose Blvd., Suite 670
Houston, TX 77006

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

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include EverLine Compliance CA, LLC and shall be executed as set forth in the attached Exhibit C.
6. Agency hereby approves the name change of the Agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC, Contractor.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

EVERLINE COMPLIANCE CA, LLC

**MICHAEL FINCH,
Director, Compliance CA**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

EverLine Compliance CA, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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							Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
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Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA

Annual review of pipeline specific O&M (PSOM)	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calenda r year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calenda r year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calenda r year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.745	DBTS	
Update maps & drawings	1x/calenda r year	NA	O&M	PHMS A	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calenda r year	NA	O&M	PHMS A	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calenda r year	15	O&M	PHMS A	192.707	DBTS	
Review response of operator to abnormal operations	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMS A	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMS A	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMS A	49 CFR 192.751	EPS	
Drug and Alcohol							
PHMSA annual drug report (DAMIS)	March 15/ year	NA	D&A	PHMS A	49 CFR 199	EPS	

Verification of Company (Contractor) Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMS A	49 CFR 199	EPS	
Items Requiring Additional Costs - T&M							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMS A	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.
Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMS A	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent

							PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.

Integrity Management							
IMP procedures annual review	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

(All references to "EPS" in table above is EverLine Compliance CA, LLC)

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:

EverLine Compliance CA, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Alliance Cooling Products and Construction, Inc. – Five Year Multi-Task General Services Agreement for Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

Approve Resolution 22-29 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Alliance Cooling Products and Construction, Inc. for maintenance services, including cooling tower structures and equipment, stretford systems, buildings, structures, fiberglass piping, and other miscellaneous maintenance with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Cooling tower structures and equipment, stretford systems, buildings, structures, fiberglass piping, and other miscellaneous maintenance are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with Alliance Cooling Products and Construction, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with EvapTech, Inc., American Cooling Tower, Inc., and Energy Options, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On March 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-29
- Multi-Task General Services Agreement with Alliance Cooling Products and Construction, Inc.

RESOLUTION 22-29

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING MULTI-TASK GENERAL SERVICES AGREEMENT WITH ALLIANCE COOLING PRODUCTS AND CONSTRUCTION, INC.

(reference Staff Report #133:22)

WHEREAS, cooling tower structures and equipment, stretford systems, buildings, structures, fiberglass piping, and other miscellaneous maintenance, are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Alliance Cooling Products and Construction, Inc. is a provider of these services; and

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

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ALLIANCE COOLING PRODUCTS AND CONSTRUCTION, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Alliance Cooling Products and construction, Inc., a corporation with its office located at 123 W. North Street, P.O. Box 1512, Healdsburg, CA 95448 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally Omitted.

4.4 Pollution Insurance. Intentionally Omitted.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to

Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Alliance Cooling Products and Construction, Inc.
123 W. North Street
P.O. Box 1512
Healdsburg, CA 95448

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ALLIANCE COOLING PRODUCTS AND
CONSTRUCTION, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

SHERI SMITH, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Alliance Cooling Products and Construction, Inc. ("Contractor") shall provide maintenance services which include but are not limited to cooling tower structures and equipment, Stretford systems, buildings, structures, and fiberglass piping, and any other miscellaneous maintenance work necessary as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Alliance Cooling Products, Inc. hourly billing rates and fee schedule for performing work on a Time & Materials basis for **NCPA**.

The below listed rates will be effective 01/01/22 on a PREVAILING WAGE Basis.

Hourly Billing Rates

CRAFT	<u>S.T.</u>	<u>T 1/2</u>
Superintendent/Carpenter	120.20	155.67
Foreman/Construction Spec	95.33	120.46
LR1/Laborer	96.56	118.00

All of the above rates will require written approval on the part of a **NCPA** representative by issuing a contract work authorization prior to the start of work.

Minimum of four (4) hours for Superintendent and Foreman.

1. Basis of Overtime Payment (per person)

T-1/2: All hours worked over 8 and up to 12 Monday through Friday.
Weekends.
All hours worked over 40 in one week.

D.T.: All hours worked over 12 in one day.
All hours worked over 8 on Sunday.
All hours worked on ACPC's observed holidays.

2. **Material/Miscellaneous Charges**

- A. All of the following shall be billed at cost plus, and copies of invoices for said items will accompany all billing to NCPA.
1. Direct shipment or jobsite purchased materials – Cost Plus 15%
 2. Equipment costs (third party rentals) – Cost Plus 8%
- B. ACPC stocked items or fabricated items will be quoted as needed prior to shipment for NCPA's review.
- C. Delivery charges for usage of ACPC's truck will be billed at \$1.00 per mile traveled plus actual time at the delivery rate.
- D. Site specific safety training shall be billed per our time and materials rates.
- E. Freight will be billed at cost + 5% or freight collect.

3. **Travel Allowance**

- A. Outside the seventy-five (75) mile radius of ACPC's Healdsburg office or employee home, the following will apply:

Travel Allowance: Superintendent/Inspector shall be billed at the straight time rate for actual travel to and from the jobsite plus \$0.52 per mile traveled, on a one-time basis to the jobsite and return at the completion of the project. All other employees shall be billed at the straight time rate for actual travel from the home office or their then current jobsite on a one-time basis to and from the jobsite.

Company truck and tool trailer shall be added at the rate of \$100.00 per working day/per truck & trailer.

ACTS OF GOD CLAUSE

The following is intended to become a part of this proposal and will become effective upon our award of this contract in the event that work does not start on any given day.

Once ACPC employees arrive at the jobsite and check in with the NCPA Work Supervisor, any work stoppage due to Acts of God (rain, snow or any other phenomena beyond the reasonable control of ACPC) will be considered a lost time situation if authorized by NCPA Work Supervisor and the following subsequent rates will apply:

1. **Job Superintendent:** The Superintendent will charge a four (4) hour minimum with full travel allowance, unless NCPA representative authorizes additional hours.
2. **Foreman:** The job Foreman will charge a four (4) hour minimum with full subsistence allowance.
3. **LR1 and below:** A two (2) hour minimum will be charged for all other crewmembers with full subsistence allowance.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Electrical Maintenance Consultants, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Electrical Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

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

RECOMMENDATION:

Approve Resolution 22-30 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc. for electrical related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$2,000,000 to \$5,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Electrical related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc. effective September 10, 2018, for an amount not to exceed \$2,000,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

NCPA has upcoming work for which Electrical Maintenance Consultants, Inc. could be a potential bidder. This agreement does not have enough funds remaining for this work. NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$2,000,000 to \$5,000,000 to ensure sufficient funds are available should this vendor be the successful bidder on this or any future work. NCPA has agreements in place for similar services with Contra Costa Electric, Eaton Corporation, Electric Power Systems, and Schneider Electric.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will be not to exceed \$5,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On March 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 22-30
- Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc.
- First Amendment to Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc.

RESOLUTION 22-30

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH ELECTRICAL MAINTENANCE CONSULTANTS, INC.**

(reference Staff Report #134:22)

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

WHEREAS, NCPA and Electrical Maintenance Consultants, Inc. entered into a Multi-Task General Services Agreement effective September 10, 2018, to provide such services; and

WHEREAS, NCPA has work for which Electrical Maintenance Consultants, Inc. could be a potential bidder; and

WHEREAS, NCPA now desires to increase the not-to-exceed amount from \$2,000,000 to \$5,000,000 to ensure there are sufficient funds available should this vendor be the successful bidder on this or any future work; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc., with any non-substantial changes as approved by the NCPA General Counsel, to increase the not-to-exceed amount from \$2,000,000 to \$5,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ELECTRICAL MAINTENANCE CONSULTANTS, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Electrical Maintenance Consultants, Inc., a corporation with its office located at 3785 Cincinnati Avenue, Rocklin, CA 95765 ("Contractor") (together sometimes referred to as the "Parties") as of September 10, 2018 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO MILLION** dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SPPA and/or SPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SPPA and/or SPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall 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 both of the Parties.

- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

Section 10. PROJECT SITE.

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

and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

Electrical Maintenance Consultants, Inc.
Attention: Phillip Keller
3785 Cincinnati Avenue
Rocklin, CA 95765

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency

651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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

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

- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

ELECTRICAL MAINTENANCE
CONSULTANTS, INC.

Date

9/10/18

Date

09.05.2018


RANDY S. HOWARD,
General Manager


PHILLIP KELLER,
Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Electrical Maintenance Consultants, Inc. ("Contractor") shall provide electrical related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Generator Inspections
- Testing and Evaluation
- Stator and Field Rewinds
- Stator and Field Cleaning and Sealing
- Exciter Maintenance and Inspection
- Retaining Ring Removal and Non-Destructive Testing
- Static Excitation Retrofits
- Voltage Regulation Retrofits
- Control System Troubleshooting
- Control System Calibration and Maintenance
- Additional electrical related services as needed

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

SCHEDULE OF PREVAILING RATES AND CHARGES 2018

	Straight Time	Over Time	Double Time
1. Specialized Engineer	\$135.00	\$202.50	\$270.00
2. Project Supervisor	\$120.00	\$180.00	\$240.00
3. Field Service Technician	\$105.00	\$165.00	\$220.00
4. Welder	\$105.00	\$165.00	\$220.00
5. Craftsman	\$100.00	\$150.00	\$200.00
6. Shop Labor	\$100.00	\$150.00	\$200.00

1. Straight time rates apply to all hours worked or traveled during a normal eight (8) hour workweek Monday through Friday 7:30 AM to 4:00 PM excluding holidays. Time is based on portal to portal.
2. Over time rates apply to all hours worked or traveled after eight (8) hours and Saturdays up to twelve (12) hours.
3. Double time rates apply to all Holidays, Sundays and any hours worked or traveled after twelve (12) hours Monday through Saturday.
4. All travel and work from one (1) to four (4) hours will be billed as four hours plus expenses.
5. All travel and work from four (4) to eight (8) hours will be billed as eight (8) hours plus expenses.

EXPENSES

\$185.00 living expenses per man. (Bay Area and Southern California \$210.00 living expenses per man) All other expenses, including miscellaneous expenses such as parking, telephone, tolls and expendable materials will be billed at cost plus 30% handling charge.

OUTSIDE SERVICES

All outside services will be billed at cost plus 20%

EQUIPMENT

Truck and Tool Trailer will be charged as \$250.00 per day. Specialist and Supervisor vehicle will be an additional \$3.50 per hour. Special Equipment will be billed at standard rental rates plus 20%.

MATERIALS

All materials will be billed at a minimum handling charge of cost plus 40%.

FREIGHT

All incoming and outgoing freight will be charged at a handling charge of cost plus 40%.

MINIMUM BILLING

Minimum billing amount is \$300.00.

MILEAGE

There will be a hazardous waste surcharge on all projects, amount to be determined based on individual project.

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,

Phillip Keller

(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

ELECTRICAL MAINTENANCE CONSULTANTS INC.

(Company name)

for contract work at:

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

(Project name and location)

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

Phillip Keller

(Signature of officer or agent)

Dated this 5th day of September, 20 18.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: 09/05/2018

Name of Employer

EMC INC.

Phillip Keller - V.P.

(Authorized Officer & Title)

3785 CINCINNATI AVE.

ROCKLIN CA. 95677

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND ELECTRICAL MAINTENANCE
CONSULTANTS, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Electrical Maintenance Consultants, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective September 10, 2018, (the "Agreement") for Contractor to provide electrical related services; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$2,000,000 to a "NOT TO EXCEED" amount of \$5,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE MILLION dollars (\$5,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

///

///

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

ELECTRICAL MAINTENANCE
CONSULTANTS, INC.

PHILLIP KELLER, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Amendment Number Three to the Executive Services Agreement between NCPA and the Transmission Agency of Northern California

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	<i>If other, please describe:</i>
Department:	General Manager	

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

RECOMMENDATION:

Approve Resolution 22-36 authorizing the General Manager or his designee to enter into Amendment Number Three to Executive Services Agreement between the Northern California Power Agency (NCPA) and the Transmission Agency of Northern California (TANC) for the hiring of John Roukema, a retired annuitant of an NCPA Member, extending the term of the Agreement through September 1, 2022, to temporarily serve as TANC's interim general manager until TANC is able to permanently fill the position, with any non-substantial changes recommended and approved by NCPA General Counsel.

BACKGROUND:

On September 2, 2020, NCPA and TANC entered into an Executive Services Agreement under which John Roukema, a retired annuitant of an NCPA Member, was retained to temporarily serve as TANC's interim general manager until TANC was able to permanently fill the position. The initial term of the agreement ended on March 1, 2021. On March 1, 2021, NCPA signed Amendment Number One to the Executive Services Agreement between NCPA and TANC, which extended the term of the agreement through September 1, 2021. On September 1, 2021, NCPA signed Amendment Number two to the Executive Services Agreement between NCPA and TANC, which extended the term of the agreement through March 1, 2022.

The terms of the agreement were that TANC would conduct a search for a new general manager and NCPA would hire John Roukema to temporarily serve as TANC's interim general manager until TANC could permanently fill the position within six months. NCPA, from time-to-time, has employed retired annuitants to provide special project services to NCPA's Members, but are employed by NCPA. NCPA also employs interns on behalf of NCPA Members that report to and provide service to NCPA's Members, but are employed by NCPA.

The State of California declared an emergency and issued a number of orders at the beginning of the COVID pandemic. One of the orders pertained to the hiring, retention, and working rules associated with a retired annuitant. John Roukema was hired under these emergency order provisions and NCPA is uncertain when these will expire or if there will be a re-setting of the retired annuitant provisions.

During the interim general manager period, TANC participants developed a strategic plan and an organizational operations assessment using outside consultants. The goal of the participants was to validate the business activity and develop a better organizational structure and alignment before recruiting a permanent general manager. With these tasks complete, the participants hired a national recruitment firm and are preparing to interview candidates. It is expected that a permanent general manager will be hired and transitioned prior to September 1, 2022.

FISCAL IMPACT:

Costs for NCPA Services performed are changed to TANC as follows:

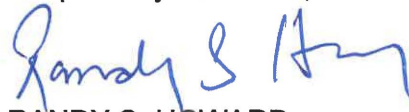
- 1) Set-up Fee: Reimbursement for initial set-up of the employment, payroll, and accounting functions at a flat fee of \$2,000.

- 2) Monthly Fees: Reimbursement of salary paid at the rate of \$164 per hour, plus applicable payroll taxes and ADP fees; and reimbursement of NCPA staff time for payroll, accounting functions at the rate of \$250.00 per month.
- 3) Additional Services include Information Services support and procuring equipment. NCPA will bill TANC for equipment at cost and additional services at NCPA's fully loaded cost plus 10%.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-36
- Amendment Number Three to the Executive Services Agreement between NCPA and the Transmission Agency of Northern California

RESOLUTION 22-36

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AMENDMENT NUMBER THREE TO THE EXECUTIVE SERVICES AGREEMENT BETWEEN NCPA AND THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

(reference Staff Report #142:22)

WHEREAS, on September 2, 2020, NCPA and TANC entered into an Executive Services Agreement under which John Roukema, a retired annuitant of an NCPA Member, was retained by NCPA to temporarily serve as TANC's interim general manager until TANC was able to permanently fill the position; and

WHEREAS, on March 1, 2021, NCPA signed Amendment Number One to the Executive Services Agreement between NCPA and TANC, which extended the term of the agreement through September 1, 2021; and

WHEREAS, on September 1, 2021, NCPA signed Amendment Number two to the Executive Services Agreement between NCPA and TANC, which extended the term of the agreement through March 1, 2022; and

WHEREAS, the terms of the agreement were that TANC would conduct a search for a new general manager and NCPA would hire John Roukema to temporarily serve as TANC's interim general manager until TANC could permanently fill the position within six months; and

WHEREAS, the State of California declared an emergency and issued a number of orders at the beginning of the COVID pandemic. One of the orders pertained to the hiring, retention, and working rules associated with a retired annuitant. John Roukema was hired under these emergency order provisions and NCPA is uncertain when these will expire or if there will be a re-setting of the retired annuitant provisions; and

WHEREAS, during the interim general manager period, TANC participants developed a strategic plan and an organizational operations assessment using outside consultants. The goal of the participants was to validate the business activity and develop a better organizational structure and alignment before recruiting a permanent general manager; and

WHEREAS, the participants hired a national recruitment firm and are preparing to interview candidates. It is expected that a permanent general manager will be hired and transitioned prior to September 1, 2022; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into Amendment Number Three to Executive Services Agreement between the Northern California Power Agency (NCPA) and the Transmission Agency of Northern California (TANC) for the hiring of John Roukema, a retired annuitant of an NCPA Member, extending the term of the Agreement through September 1, 2022, to temporarily serve as TANC's interim general manager until TANC is able to permanently fill the position, with any non-substantial changes recommended and approved by NCPA General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

**AMENDMENT NUMBER THREE
TO
EXECUTIVE SERVICES AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY AND
TRANSMISSION AGENCY OF NORTHERN CALIFORNIA**

This Amendment Number Three ("Third Amendment") to Executive Services Agreement Between Northern California Power Agency, a joint powers agency, with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("NCPA") and Transmission Agency of Northern California, a joint powers agency ("TANC"), (both entities individually are referred to as "Party" and together sometimes referred to as the "Parties").

This Amendment is made as of March 1, 2022 (the "Third Amendment Effective Date") in Roseville, California.

Section 1. RECITALS

This Third Amendment is entered into based on the following facts, among others:

- 1.1 NCPA and TANC entered into an Executive Services Agreement ("Agreement") with an Effective Date of September 4, 2020, pursuant to which NCPA hired John Roukema, a retired annuitant of an NCPA Member, to temporarily serve as TANC's interim general manager until TANC is able to permanently fill the position.
- 1.2 Pursuant to Section 4.1 of the Agreement, its initial term began on its Effective Date and ended on March 1, 2021.
- 1.3 Pursuant to Section 4.1 of the Agreement, at the end of the initial term or any subsequent term, the Parties may extend its term.
- 1.4 The Parties entered Amendment Number One to the Agreement which was effective on March 1, 2021 and extended the Agreement to September 1, 2021 and entered into Amendment Number Two to the Agreement was effective on September 1, 2021 and extended the Agreement to March 1, 2022.
- 1.5 The Parties desire to amend the Agreement by extending its term through September 1, 2022.

NOW THEREFORE, the Parties agree as follows:

Section 2. AMENDMENT

- 2.1 As of the Third Amendment Effective Date, the Agreement is hereby amended by adding a new Section 4.1.3 that states:

4.1.3 Third Extended Term. The term of this Agreement is extended beginning on the Third Amendment Effective Date and shall continue uninterrupted through the earlier of the

last day of work for the individual hired under this Agreement and working as TANC's interim general manager or September 1, 2022 (the "Third Extended Term").

Section 3. MISCELLANEOUS

3.1 Except as specifically amended by this Third Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Parties have executed this Amendment as of the Third Amendment Effective Date.

Northern California Power Agency

Transmission Agency of Northern California

Randy S. Howard, General Manager

DocuSigned by:

76FF9A85B502427...

Manjot Gill, PE, Chair

Attest:

Assistant Secretary of the Commission


Attest:

DocuSigned by:

83742C30A26E423...

Vice Chair of the Commission

Approved as to Form:

DocuSigned by:

28D64DA7020A417...

Jane E. Luckhardt, General Counsel

Approved as to Form:

DocuSigned by:

54D699ED9E57479...

Steven C. Gross, General Counsel



18

Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: CT1 Alameda Oil System and Fire Damage Refurbishment Project; Applicable to the following: NCPA CT1 Facility.

AGENDA CATEGORY: Discussion/Action

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-31 authorizing the CT1 Alameda Oil System and Fire Damage Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$3,000,000, and further authorizing the use of FY2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be able to complete the Project, staff will bring the project back to Commission for further discussion and potential approval.

BACKGROUND:

On February 26, 2022 at 11:50 PM, NCPA's CT1 Alameda plant experienced a problem in its oil system. This problem resulted in significant oil contamination of the generator and a fire on the foundation of the equipment.

Initial inspections revealed minimal damage due to fire, including damage to some termination panels and conduits. There are some areas of concern where heat may have had an impact which will need to be opened up for further inspection, including the oil system piping, reservoir and the generator.

Through an initial inspection of the port on the generator, there is indication that the oil system suffered a fault. The inspection appears to show that oil was discharged from the generator bearing. As a result, the generator will need disassembly and inspection.

NCPA has filed a claim with the insurance carrier regarding the property damage loss. The deductible for insurance is \$1,000,000. The insurance carrier has been responsive and is ready to support. It is not yet clear if the scope of work will exceed the deductible.

In order for work to progress without delay, NCPA needs to be able to authorize contractors to mobilize and continue work. NCPA has established an estimated cost for the restoration. Final costs cannot be determined until discovery is completed, and discovery cannot be completed without disassembly.

FISCAL IMPACT:

The total cost is anticipated not to exceed \$3,000,000. Funds for the deductible will be utilized from the balance of encumbered funds for the FY2021 CT1 Diesel Starter Modification Project, which were included in the approved FY22 CT1 budget. Should costs exceed these amounts or insurance proceeds not be able to complete the Project, staff will bring the project back to Commission for further discussion and potential approval.

SELECTION PROCESS:

NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County.

COMMITTEE REVIEW:

On March 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY HOWARD
General Manager

Attachments:

- Resolution 22-31

RESOLUTION 22-31

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE CT1 ALAMEDA OIL SYSTEM AND FIRE DAMAGE REFURBISHMENT PROJECT

(reference Staff Report #135:22)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the CT1 Alameda plant on behalf of the project participants; and

WHEREAS, on February 26, 2022 at 11:50 PM, NCPA's CT1 Alameda plant experienced a problem in its oil system, which resulted in significant oil contamination of the generator and a fire on the foundation of the equipment; and

WHEREAS, initial inspections revealed minimum fire damage, including damage to some termination panels and conduits. Further inspections are needed, including inspections to the oil system piping, reservoir, and the generator. Because the initial inspection appears to show oil was discharged from the generator bearing, the generator will need to be disassembled and inspected; and

WHEREAS, NCPA has established an estimated project cost not to exceed \$3,000,000 for inspection, evaluation, and potential refurbishment; and

WHEREAS, NCPA is requesting authorization to use \$1,000,000 of encumbered funds from the FY2021 CT1 Diesel Starter Modification Project and any insurance proceeds up to \$2,000,000 to fund this project; and

WHEREAS, NCPA has filed a claim with the insurance carrier regarding the potential property damage loss; and

WHEREAS, NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures; and

WHEREAS, this was approved by the Facilities Committee on March 2, 2022; 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 CT1 Alameda Oil System and Fire Damage Refurbishment Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not exceed \$3,000,000, and further authorizing the use of FY2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be able to complete the Project, staff will bring the project back to Commission for further discussion and potential approval.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Request Guidance on Proposed Modifications to the NCPA Investment Policy and Guidelines

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission provide NCPA staff with guidance on proposed modifications to the NCPA Investment Policy and Guidelines.

BACKGROUND:

NCPA's Investment Policy and Guidelines sets forth its objectives (safety, liquidity, and yield), risk preference, authorized investments and other investment related priorities. The Investment Policy serves as a guide for setting and achieving investment goals, defines rules, and reduces exposure to liability and loss. While it has long been deemed good investment practice to have a written policy, it is considered a standard of best practice for government agencies to have a written policy and review it annually; this is also a requirement of NCPA's Investment Policy and Guidelines.

Staff was approached by a NCPA member confirming our investments in fossil fuel companies, our thoughts of divesting from them, and adding a policy to expressly forbid future investments. Staff researched the topic and learned more about adopting an investment approach that aims to incorporate Environmental, Social, and Governance (ESG) factors into investment decisions. Upon review with the Finance Committee, the committee members expressed that they were not ready to provide a recommendation since the modifications would incorporate adding perspectives, values, beliefs, and/or goals that prioritize social preferences. Instead, the Finance Committee requested Commission guidance first.

FISCAL IMPACT:

The request for guidance has no direct fiscal impact to the Agency. Despite the growing interest in adding ESG factors into the investment decision making process, ESG integration is still challenging for many investors. The effect of ESG factors on the financial performance of investments is difficult to measure and the resources necessary to make informed decisions remain high.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Request for Guidance PPT



Request Guidance on Proposed Modifications to the NCPA Investment Policy and Guidelines

March 2022

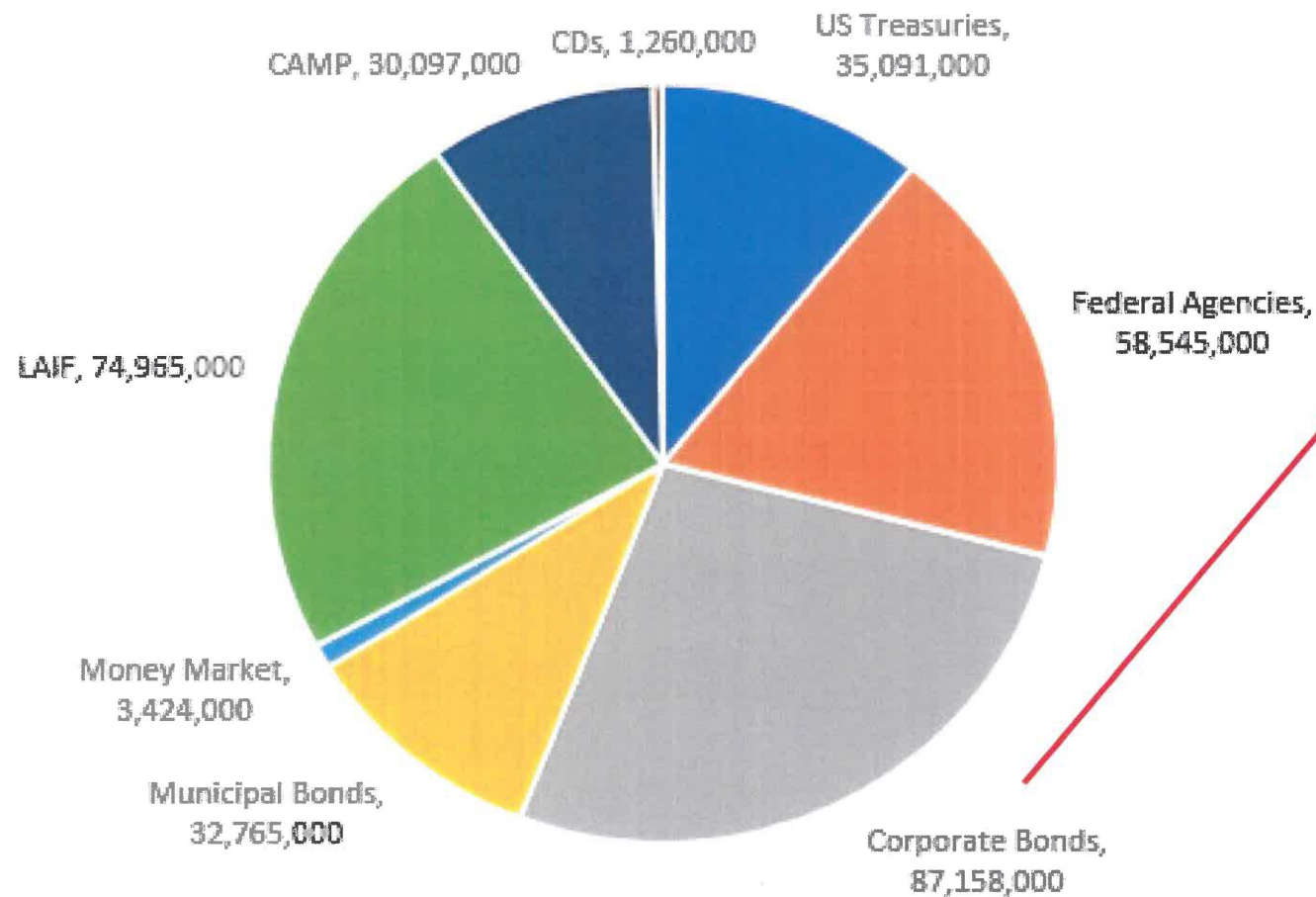
Investment Policy

- Annually: Treasurer-Controller shall submit to Commission the Policy and any recommended changes
- Changes typically include:
 - Updates to California Government Code Section 53600
 - Adding more restrictive controls than code requires
 - e.g. limiting concentration risk to no more than 5% of any one issuer
- Primary Objectives
 - Safety
 - Liquidity
 - Yield



Portfolio Composition as of 12/31/2021

\$323 million Invested



Corporates

John Deere
Cisco Systems
Home Depot
Intel
Proctor & Gamble
Johnson & Johnson
Apple
Visa
Toyota Motor Credit
Oracle
Berkshire Hathaway
Hershey Company
Microsoft
Chevron
Exxon
JP Morgan
Caterpillar
Bank of America
Walt Disney
Pfizer

Received Member Request

- Confirmed investments in fossil fuel companies
 - Chevron - \$1.75m & Exxon - \$2m
- Consideration to:
 - Divest from fossil fuel companies; and
 - Revise policy to expressly forbid investment in fossil fuel companies
- Policy change and NCPA researched the topic and learned more about adopting Environmental, Social and Governance (ESG) investment approach

What Is Responsible Investing?

- An investment approach that aims to incorporate **Environmental, Social, and Governance (ESG)** factors into investment decisions, to better manage risk and generate sustainable, long-term returns
- Strategies to promote concepts and ideals a local agency seeks to support while practicing prudent investment management



Benefits and Challenges Adding ESG

Benefits

- Reflects Agency's commitment to values
- Rewards ethical companies
- Forward looking regarding portfolio challenges
- Potentially improve portfolio performance

Challenges

- Adds additional complexity to portfolio analysis
- Definition of ethical can be subjective
- Can materially impact performance
- Inconsistent evaluation of ESG factors
- Differing opinions of goals

Screening Methods

- Positive screening
 - Identifies and focuses investments into companies that are considered top performers based upon chosen criteria.
- Negative screening
 - Looks to exclude companies that perform poorly on environmental, social, and corporate governance (ESG) criteria and removes them from investment portfolios.

Supranational

- Organization formed by a group of countries through an international treaty with specific objectives – e.g. promoting economic dev
- Added to California Govt Code in 2015
 - World Bank
 - Intl Finance Corp (IFC)
 - Inter-American Development Bank (IADB)
- Incorporated into US federal law by Congressional Acts
- All three are AAA rated
- Minimum Legal Requirement per Code
 - Maturity 5 years or less
 - Rated AA or Aa2 or better
 - No more than 20% (code is 30%) of portfolio
 - No more than 5% with any one institution [NCPA restriction]

Members and ESG Investing Approach

- Palo Alto
 - Negative screening tobacco products, firearms and direct production or drilling of fossil fuels
- Alameda
 - Negative screening for tobacco, alcohol, gambling products, coal industry and Wells Fargo through 2021
- Santa Clara
 - Negative screening for fossil fuel, tobacco, and firearms
- Roseville, Lodi, Healdsburg, Redding
 - No restrictions

Requesting Guidance Modifying Investment Policy

1. Incorporate ESG objectives?

If YES-

- (a) Add restrictions forbidding purchases in fossil fuel companies such as Chevron and Exxon?
- (b) Other sectors / companies to restrict purchases?
- (c) Include Supranationals as a Permitted Investment?

If NO-

- (d) Keep policy aligned with State code regarding objectives and current NCPA permitted investments

If Hybrid-

- (e) Adopt some option of the above

RESOLUTION 22-35**RESOLUTION OF THE
NORTHERN CALIFORNIA POWER AGENCY COMMISSION****In Commendation Of****H. GREGORY SCHARFF**

WHEREAS, Gregory Scharff has diligently served the City of Palo Alto since 2009 as a Council Member, Vice Mayor, Mayor, and a Board Member of the Palo Alto Utilities Advisory Commission and was appointed to serve as a Commissioner of the Northern California Power Agency in 2013; and

WHEREAS, during his nine (9) year tenure as an NCPA Commissioner, Greg served in numerous leadership positions including a Representative on the Executive Committee, Chair of Finance Committee, most recently, Chair of the Legislative and Regulatory Affairs Committee, as well as a participant on the Ad Hoc Bylaws Committee; and

WHEREAS, during his tenure on the Finance Committee, Greg helped staff achieve strategic goals that controlled costs and minimized risks by providing guidance refunding the bonds of the Capital Facilities Project, saving the owners over \$2.4 million and shortening the final year of maturity; and

WHEREAS, Greg also provided input in helping the Agency achieve full funding of the OPEB Trust and redirecting additional, one-time contribution towards the PERS unfunded liability; and

WHEREAS, through his role as a Representative on the Executive Committee, he was a key contributor during the previous MOU labor negotiations when the Agency had to make major salary adjustments to the plant personnel in order to attract and retain key staff; and

WHEREAS, Greg advocated for, and rallied critical support for NCPA's actions in litigating against the U.S. Bureau of Reclamation leading to the favorable decision by the Federal Circuit that has already resulted in \$25 million in savings with millions of additional savings in the future; and

WHEREAS, Greg was well respected among the Commission and was not afraid to ask those tough questions regarding many of the difficult, decision-making recommendations that were brought to the Commission for consideration; and

WHEREAS, NCPA and all its Members sincerely thank him for his many years of service and leadership and wish him the best throughout his future endeavors.

NOW, THEREFORE BE IT RESOLVED, by the Commission of the Northern California Power Agency, that this Agency, its members, and its employees, recognize and commend Gregory Scharff for his dedication and service to the public power community and to NCPA.

PASSED AND ADOPTED BY ACCLAMATION this ____ day of _____ 2022.

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

Commission Staff Report

COMMISSION MEETING DATE: March 24, 2022

SUBJECT: Proposed Annual Budget Review for FY23

AGENDA CATEGORY: Informational

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

STAFF WILL PROVIDE A PRESENTATION ON THE PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2023.