



651 Commerce Drive
Roseville, CA 95678

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

May 31, 2019

TO: Facilities Committee

FROM: Carrie Pollo

SUBJECT: Notice of the Facilities Committee Meeting

Facilities Committee: In compliance with the Brown Act, if participating on the conference call **and/or online presentation**, please attend one of the locations listed below and post this notice at a publicly accessible location at the participation location **72-hours** before the call begins.

Date:	Wednesday, June 5, 2019
Time:	9:00 am
Where:	NCPA Headquarters 651 Commerce Drive Roseville, CA 95678
Contact at NCPA:	Carrie Pollo 916.781.4282

ALAMEDA MUNICIPAL PWR 2000 Grand St., Alameda 510.748.3901	BAY AREA RAPID TRANSIT 300 Lakeside Drive, Oakland 510.464.6435	CITY OF BIGGS 465 "C" Street, Biggs 530.868.5493
CITY OF GRIDLEY 685 Kentucky Street, Gridley 530.846.5695	CITY OF HEALDSBURG 401 Grove Street, Healdsburg 707.431.3317	CITY OF LODI 1331 S. Ham Lane, Lodi 209.333.6762
CITY OF LOMPOC 100 Civic Ctr. Plaza, Lompoc 805.875.8299	CITY OF PALO ALTO 250 Hamilton Ave, Palo Alto 650.329.2273	PORT OF OAKLAND 530 Water Street, Oakland 510.627.1100
PLUMAS-SIERRA REC 73233 Hwy 70, Portola 530.832.4261	CITY OF REDDING 3611 Avtech Parkway, Redding 530.339.7344	CITY OF ROSEVILLE 2090 Hilltop Cir, Roseville 916.774.5602
CITY OF SANTA CLARA 881 Martin Avenue, Santa Clara 408.261.5490	TURLOCK IRR. DISTRICT 333 E. Canal Drive, Turlock 209.883.8300	CITY OF UKIAH 300 Seminary Ave, Ukiah 707.463.6200



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Agenda - Amended

Date: Wednesday, June 5, 2019
Subject: Facilities Committee Meeting
Location: NCPA Headquarters, 651 Commerce Drive, Roseville CA.
Time: 9:00 am

The Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an Action Item, a Report or an Informational Item. This agenda is often supplemented by various documents which are available to the public upon request. Pursuant to Government Code Section 54957.5, the following is the location at which the public can view agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville California, or www.ncpa.com.

Persons requiring accommodation in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

REVIEW SAFETY PROCEDURES

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who wishes to address the Committee on matters not on the Agenda, but within the subject matter jurisdiction of the Committee, or any member of the public who desires to address the Committee on any item considered by the Committee at this meeting before or during the Committee's consideration of that item, shall so advise the Chair and shall thereupon be given an opportunity to do so.

OPEN SESSION

2. **Approve Minutes from the May 1, 2019 Facilities Committee Meeting.**
3. **All Generation Services Facilities, Members, SCPPA – Second Amendment to Sage Engineers, Inc., MTPSA and Accepting Assignment to Gannett Fleming, Inc. –** Staff is seeking a recommendation for Commission approval of a Second Amendment to the existing five-year Multi-Task Professional Services Agreement with Sage Engineers, Inc. to transfer assignment of the agreement to Gannett Fleming, Inc. for providing dam safety engineering and other engineering consulting services, with a not to exceed amount of \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets.
(Commission Category: Consent; Sponsor: Hydro)
4. **NCPA Hydroelectric Facility – McKays Sediment Removal Project Basis of Design –** Staff is seeking a recommendation for Commission approval of General Manager authority to issue up to \$600,000 in purchase orders against existing Agreements for the preparation of a Basis of Design

Report for the McKays Point Reservoir Sediment Removal Project. All purchase orders will be charged against approved Hydro Annual Operating Budgets or the Hydro Capital Development Reserve. (*Commission Category: Consent; Sponsor: Hydro*)

5. **All Generation Services Facilities – Airgas USA, LLC MTEMS** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC, for CEMS EPA gases, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. (*Commission Category: Consent; Sponsor: Geo*)
6. **All Generation Services Facilities, Members, SCLPA – Air Hygiene, Inc. MTCSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Air Hygiene, Inc. for source, rate, and emissions testing services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCLPA, and SCLPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. (*Commission Category: Consent; Sponsor: CTs*)
7. **CT1, CT2 and LEC Negotiated Gas Rate Agreement** – Staff is seeking a recommendation for Commission approval of a negotiated rate with PG&E for gas transportation for CT1, CT2 and LEC. The negotiated rate will consist of 2 components, a fixed component based on the approved revenue requirements from the current rate case, and a variable component as opposed to the current rate structure which is 100% variable. (*Commission Category: Discussion/Action Item; Sponsor: Generation Services*)
8. **NCPA Generation Services Plant Updates** – NCPA Plant Staff will provide the Committee with an informational update on current plant activities and conditions. (*Commission Category: Informational; Sponsor: Generation Services*)
9. **Designation of Applicant's Agent Resolution** – Staff is seeking a recommendation for Commission approval of Designation of Applicant's Agent Resolution for Non-State Agencies with State of California Governor's Office of Emergency Services. (*Commission Category: Discussion/Action Item; Sponsor: Administrative Services*)
10. **Cotenancy Agreement Amendment** – Staff to discuss status of discussions regarding amendment of the Agreement of Cotencancy for the Castle Rock Junction-Lakeville 230-kV Transmission Line. (*Commission Category: Informational; Sponsor: Power Management*)
11. **Review Status of CCA Customer Transition and Service** – Staff will provide an update regarding the status of NCPA's CCA Customer SCID transition schedule, and will seek input regarding possible amendments to one or more Services Agreements. (*Commission Category: Informational; Sponsor: Power Management*)
12. **New Business Opportunities** – Staff will provide an update regarding new business opportunities. (*Commission Category: Informational; Sponsor: Power Management*)
13. **Planning and Operations Update** – Staff will provide an update on issues related to planning and operations.
14. **Schedule next meeting date** – The next Facilities Committee meeting is currently scheduled for July 3, 2019.

ADJOURNMENT

/cp



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Minutes – Draft

Date: May 2, 2019
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: May 1, 2019 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Tikan Singh at 9:04 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Paul Eckert (Gridley), Shiva Swaminathan (Palo Alto), Brian Schinstock (Redding), and Paulo Apolinario and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Plumas-Sierra, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approve Minutes from the April 3, 2019 Facilities Committee Meeting.**

Motion: A motion was made by Brian Zard and seconded by Jiayo Chiang recommending approval of the April 3, 2019 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

3. **All Generation Services Facilities, Members, SPPA – Mechanical Analysis Repair, Inc. dba Martech MTGSA** – Staff gave background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Mechanical Analysis Repair, Inc. dba Martech for machining services, with a not to exceed amount of \$1,500,000 for use at all facilities owned and/or operated by NCPA, its Members, SPPA, and SPPA Members. This is a renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Zard recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Mechanical Analysis Repair, Inc. dba Martech for machining related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public

Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 4. All Generation Services Facilities, Members, SCPPA – KSB, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with KSB, Inc. for pump related maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This is a renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by Brian Zard 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 KSB, Inc. for pump maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 5. NCPA Geothermal Facility – Steam Field Operations Forecast Report** – Staff reviewed the 2019 Steam Field Operations Forecast Report, and was seeking a recommendation for Commission approval of the report dated April 2019, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effective July 1, 2019, and remaining in effect until replaced by the Commission.

The 2018 net generation was slightly above the predicted 794.8 GWhs at 804.4 GWhs. The 2019 net generation is forecasted to be 716.9 GWhs with the FY2020 net generation forecasted at 731.9 GWhs. These two years are forecasted lower due to the planned unit overhauls and P-site well workovers.

The Geysers were cycled in the 1990's, with some risk to the plant and steam field. The estimated break-even cost was \$19.07 per MWh. The 2019 Operating Protocol will be a two zone baseload operation unless specific financial incentives are met. Staff recommends these financial incentives to allow curtailment conditions including; negative Day Ahead pricing of at least \$25 per MWh, with the level of curtailment at 45 MW, and to be adjusted based on field response. The curtailment duration will be at least four hours or more, and limited to cycling once per day.

Motion: A motion was made by Brian Zard and seconded by Jiayo Chiang recommending Commission approval of the 2019 Steam Field Operations and Forecast Report dated April 2019 as the Geothermal Operating Protocol effective July 1, 2019. This Operating Protocol is to remain in effect until replaced by the Commission. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Redding, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

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

CTs – The CT1 U1 in Alameda has been very busy with 19 starts in April for a total FYTD of 217 starts. There were 0 starts for the CT2 this past month for a FYTD of 51 starts. There were

two forced outages at the CT1 U1, which included a delayed start/startup instruction, and a lube oil ruptured disk. The Turner Road facility is still in an outage due to several problems that started back in December 2019. The latest is with the alignment of the generator sitting too low and rubbing. The Lake House Development is in the process of a full EIR study contracted with Stantec. Unions have approached them for a labor agreement. There is currently no active EIR proceeding at the City level. The CAISO software appears to have bugs and glitches for Use Limited Resources impacting the Alameda units.

Hydro – Current precipitation for the year through April 30th is at 44 inches of rain or 10% above normal. The snow pack is 145% of normal. Warm spring weather is melting the snow. The current snow line is approximately 5500 feet with lots of snow still at 7000 feet and above. New Spicer Meadows is now approximately half-full. Decent revenues are coming in from Collierville with good reg. down.

Geo – There were no safety incidents at Geo. Topics for the month included crane safety and heat stress. Hearing tests were conducted for the Geo staff. The current baseload net generation for April 2019 was 48.5 MW, with an estimated monthly total of 47.5 GWh. Average April net generation is 65.9 MW. This is down due to the overhaul outages. The Unit 2 overhaul started April 1, and is nearing completion. A dual unit outage is currently going on as the overhaul for Unit 1 started April 22. Unit 2 is scheduled to return to service May 10 with the overhaul progressing on schedule. Unit 1 will remain out until May 26. Work for Unit 1 is progressing with turbine and generator inspection and repair, condenser cleaning, ball cleaning system, steam ejector replacement, electrical cleaning and testing, and the Stretford system.

- 7. MSSA Deviation Equation Status Update** – Staff provided an update regarding the Metered Substation Aggregator Agreement (MSSAA) Schedule 19, which explicitly refers to the concept of downward Instructed Imbalance Energy (IIE) termed as “Decremental,” meaning values decreasing across market processes within a single interval, sometimes confused as changes from interval to interval. The MSSAA Schedule 19 reads as; IIE is expected energy associated with those ADS instruction service types that represent a requirement for the delivery of energy to the CAISO that is incremental, or decremental to the MSSA’s load-following needs.

In 2014, the CAISO released settlement configurations that incorrectly disqualified downward economic IIE bids for the compliance equation. NCPA discovered this in 2015 while attempting to utilize decremental bids in order to manage water during the drought and submitted placeholder disputes. In disputes, NCPA identified facts that compliance IIE is inconsistent with energy charge codes and suggested alternatives for CAISO equation such as utilizing NCPA’s submitted value or CAISO’s Expected Energy results.

NCPA staff have been working with the CAISO for a solution to this problem. The CAISO has notified NCPA that a Settlements Business Practice Manual Proposed Revision Request will be released within days that will utilize CAISO Expected Energy Calculation in IIE configuration. Changes will go live May 8, 2019, and will apply retrospective back to January 1, 2018, and forward. NCPA scheduling staff began testing decremental bid strategies April 30. Results are currently pending. Staff will continue to work with the CAISO on this issue, and update the Committee as needed.

8. Planning and Operations Update –

- CCA Activities Update – EBCE has met the collateral obligations at the CAISO; as such, EBCE’s transition to their own SCID should be completed by mid-June. Staff is currently working SJCE to become their own SCID as well.
- Opportunities to Sell Project Attributes – Staff have setup a conference call with Members this Friday (5/3), to discuss green energy for the CCAs. Topics for discussion include:
 - GHG-Free Energy
 - Review of draft form WSPP Confirmation

- Working to calculate “excess” supply – What is “excess” supply?
- Review of NCPA authority to transact on behalf of Members
- SFWPA – Staff will reach out to schedule meetings with individual Members to seek interest in business opportunities with SFWPA.
- Day-Ahead Market Enhancements (DAME) Update – DAME is currently not moving forward with implementing the 15-minute scheduling at this time.
- Nevada Irrigation District – Staff submitted a Request for Interest on April 30, 2019.
- Order 890 Activities – NCPA is continuing to work with PG&E. A meeting is scheduled for May 15, 2019 to discuss a new Pilot Project.

9. Schedule next meeting date – The next regular Facilities Committee meeting is scheduled for June 5, 2019.

ADJOURNMENT

The meeting was adjourned at 12:03 pm.

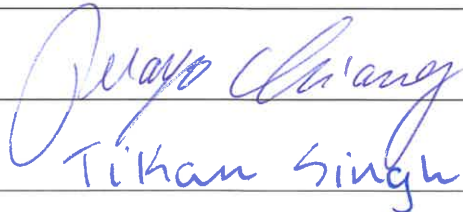

**Northern California Power Agency
May 1, 2019 Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
May 1, 2019 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	 Mayo Chiang Tithan Singh
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
REDDING	
ROSEVILLE	
SANTA CLARA	
TID	
UKIAH	



Commission Staff Report – *DRAFT*

Date: May 31, 2019

COMMISSION MEETING DATE: June 5, 2019

SUBJECT: SAGE Engineers, Inc. – Second Amendment to transfer assignment of Five Year Multi-Task Professional Services Agreement for dam safety engineering and other consulting services to Gannett Fleming, Inc.; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 19-XX authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Professional Services Agreement with SAGE Engineers, Inc. for engineering and other consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

It is recommended that this item be placed on the Commission Consent Calendar.

BACKGROUND:

On September 9, 2016 NCPA entered into a five year Multi-Task Professional Services Agreement for engineering services with Sage Engineers, Inc. A First Amendment of the contract increasing the dollar amount to \$1,000,000 from \$225,000 was made on May 25, 2017 to reflect the multiple projects to be undertaken with the vendor by various facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. Sage Engineers, Inc. has now been acquired by Gannett Fleming, Inc. and wishes to accept assignment of the contract via this Second Amendment to the Multi Task Professional Services Agreement.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending committee review.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Second Amendment Transferring Assignment of Multi-Task Professional Services Agreement with SAGE Engineers, Inc. to Gannett Fleming, Inc.

RESOLUTION 19-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A SECOND AMENDMENT TO TRANSFER A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT FROM SAGE ENGINEERS, INC. TO GANNETT FLEMING, INC.

(reference Staff Report #xxx:19)

WHEREAS, Northern California Power Agency and SAGE Engineers, Inc. entered into a Multi-Task Professional Services Agreement dated effective September 9, 2016, for SAGE Engineers, Inc. to provide engineering and other consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, effective March 29, 2019, the assets of SAGE Engineers, Inc. were acquired by Gannett Fleming, Inc. and the Agency desires to agree to the assignment of the Agreement to Gannett Fleming, Inc.; and

WHEREAS, the Parties now desire to amend Section 10.8 "Notices", Section 10.12 "Controlling Provisions" and Exhibits A, B and C to effect the change of the Consultant's name; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Second Amendment to Multi-Task Professional Services Agreement with SAGE Engineers, Inc. accepting assignment to Gannett Fleming, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SAGE ENGINEERS, INC.**

This agreement for professional services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and SAGE Engineers, Inc., a corporation, with its office located at 2251 Douglas Blvd., Roseville, CA 95661 ("Consultant") (together sometimes referred to as the "Parties") as of 9/19, 2016 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven (7) day period

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

Section 2.

COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two hundred twenty-five thousand dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

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

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

2.4 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

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

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, 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, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Agency shall have the right to require the Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPPA or Agency member for which the Services are to be performed.

- 4.5 **Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.
- 4.6 **Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **Scope.** Consultant shall indemnify and hold harmless the Agency and its officials, commissioners, officers, employees, agents, and volunteers from and against any and all losses, liability, and damages arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, and for acts for which they are liable.

The foregoing obligations of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the negligence or willful misconduct of the Agency or its officers, employees, or agents, and (2) the actions of Consultant or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Agency of Insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. Notwithstanding the

foregoing, in the event Consultant defends the Agency and it is ultimately determined or agreed to that the Consultant was either not negligent or was only partially negligent with respect to the loss, liability, claim, suit, action or damages, the Agency agrees that it shall promptly reimburse Consultant for such proportion of the Consultant's costs incurred in defending the Agency that is not attributable to the negligence of the Consultant.

Consultant's liability shall be limited to the policy limit amounts detailed in Section 4 above, as well as any coverage positions or determinations made or taken by Consultant's insurance carriers, as it relates to specific claims by the Agency, as long as Consultant maintains in effect and applicability the insurance, including but not limited to the amounts, deductibles, and scope, referenced herein.

As to any professional services subject to Civil Code section 2782.8, Consultant's liability shall be further limited as set forth in Section 2782.8 of the California Civil Code.

Section 6. STATUS OF CONSULTANT.

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

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

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such

claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

7.3 Licenses and Permits. Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and

approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant delivers or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to

deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

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

9.4 Confidential Information and Disclosure.

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

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

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide

prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Steven H. Sanders
President
SAGE Engineers, Inc.
2251 Douglas Blvd., Suite 200
Roseville, CA 95661

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

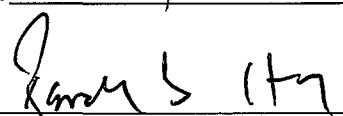
10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. The Parties have executed this Agreement as of the date signed by the Agency.


NORTHERN CALIFORNIA POWER AGENCY

Date 9/9/16

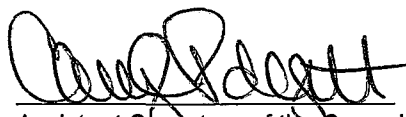

RANDY S. HOWARD, General Manager

SAGE ENGINEERS, INC.

Date 9/7/16


STEVE H. SANDERS, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:

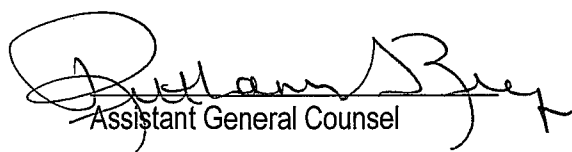

Assistant General Counsel

EXHIBIT A

SCOPE OF SERVICES

As requested by NCPA, Sage Engineers, Inc., ("Consultant") shall provide consulting services to the Northern California Power Agency ("Agency"), Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, including, without limitation:

- Dam Safety Engineering in accordance with 18CFR12D;
- Civil, environmental, geotechnical and structural engineering;
- Consulting related to geology, hydrology or hydraulics;
- Mapping/surveying/GIS;
- Protection relay upgrades and electrical engineering support;
- Engineering inspection and construction observation and testing; and
- Other miscellaneous engineering tasks.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$225,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



SCHEDULE OF CHARGES

NCPA

16-103.00 – 2017 NCPA FERC Part 12D Safety Reports

June 24, 2016

The Schedule of Charges applies to all services provided by and/or through SAGE Engineers, Inc. (SAGE). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services.

PERSONNEL

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<u>Personnel Category</u>	<u>Hourly Rate</u>
Senior Principal Engineer/Geologist	\$ 275.00
Principal Electrical Engineer	265.00
Principal Engineer/Geologist	265.00
Senior Associate Engineer/Geologist	220.00
Senior Consultant	210.00
Associate Engineer/Geologist	200.00
Senior Electrical Engineer	200.00
Senior Engineer/Geologist	185.00
Senior Project Engineer/Geologist	165.00
Project Engineer/Geologist	150.00
Senior Staff Engineer/Geologist	135.00
Staff Engineer/Geologist	125.00
Senior CADD/GIS Technician	145.00
CADD/GIS Technician	105.00
Contract Administration/Support Services	105.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$375 per hour.

TRAVEL / REIMBURSABLES

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out- of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%). Specialty design software will be charged at an hourly rate on a per use basis, as follows: I- Site (\$40/hr); Arc GIS, GeoStudios (SEEP/W, SLOPE/W, SIGMA/W), RISA-3D, and SAFE (\$35/hr), SAP 2000 and RockWorks (\$25/hr); Dips, Swedge, RocPlane, and RocFall (\$15/hr). Specialty field equipment will be charged at a daily rate on a per use basis: Trimble GPS Unit+Antenna (\$130/day); Rope Access (\$200/day).

OUTSIDE SERVICES

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

2251 Douglas Blvd., Ste. 200, Roseville, CA 95661, (916) 677-4800
1999 Harrison St., Ste. 1800, Oakland, CA 94612, (510) 701-2266
SAGEengineers.com

The rates set forth above are valid from June 24, 2016 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

Steven Sanders

(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

SAGE Engineers, Inc

(Company name)

for contract work at

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

(Project name and location)

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

[Signature]

(Signature of officer or agent)

Dated this 7th day of September, 20 16.

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.

2699527.3



FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SAGE ENGINEERS, INC.

This First Amendment ("Amendment") to Multi-task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Sage Engineers, Inc. ("Consultant") (collectively referred to as "the Parties") as of 6-1, 2017.

WHEREAS, the Parties entered into a Multi-task Professional Services Agreement dated effective September 9, 2016, (the "Agreement") for Sage Engineers, Inc. to provide dam safety engineering and other engineering consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; 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 \$225,000 to a 'NOT TO EXCEED' amount of \$1,000,000; 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 Consultant an amount **NOT TO EXCEED** one million dollars (\$1,000,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

Date: 6/1/17

NORTHERN CALIFORNIA POWER AGENCY


RANDY S. HOWARD, General Manager

Date: 5/25/17

SAGE ENGINEERS, INC.


STEVE H. SANDERS, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Assistant General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



SCHEDULE OF CHARGES

NCPA

16-103.00 – 2017 NCPA FERC Part 12D Safety Reports

June 24, 2016

The Schedule of Charges applies to all services provided by and/or through SAGE Engineers, Inc. (SAGE). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services.

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Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<u>Personnel Category</u>	<u>Hourly Rate</u>
Senior Principal Engineer/Geologist	\$ 275.00
Principal Electrical Engineer	265.00
Principal Engineer/Geologist	265.00
Senior Associate Engineer/Geologist	220.00
Senior Consultant	210.00
Associate Engineer/Geologist	200.00
Senior Electrical Engineer	200.00
Senior Engineer/Geologist	185.00
Senior Project Engineer/Geologist	165.00
Project Engineer/Geologist	150.00
Senior Staff Engineer/Geologist	135.00
Staff Engineer/Geologist	125.00
Senior CADD/GIS Technician	145.00
CADD/GIS Technician	105.00
Contract Administration/Support Services	105.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$375 per hour.

TRAVEL / REIMBURSABLES

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When

it is necessary for an employee to be away from the office overnight, all actual costs including out- of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%). Specialty design software will be charged at an hourly rate on a per use basis, as follows: I- Site (\$40/hr); Arc GIS, GeoStudios (SEEP/W, SLOPE/W, SIGMA/W), RISA-3D, and SAFE (\$35/hr), SAP 2000 and RockWorks (\$25/hr); Dips, Swedge, RocPlane, and RocFall (\$15/hr). Specialty field equipment will be charged at a daily rate on a per use basis: Trimble GPS Unit+Antenna (\$130/day); Rope Access (\$200/day).

OUTSIDE SERVICES

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

2251 Douglas Blvd., Ste. 200, Roseville, CA 95661, (916) 677-4800
1999 Harrison St., Ste. 1800, Oakland, CA 94612, (510) 701-2266
SAGEengineers.com

The rates set forth above are valid from June 24, 2016 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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



**SECOND AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND
SAGE ENGINEERS, INC. ACCEPTING ASSIGNMENT TO GANNETT FLEMING, INC.**

This Second Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Gannett Fleming, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2019.

WHEREAS, Agency and SAGE Engineers, Inc. entered into a Multi-Task Professional Services Agreement dated effective September 9, 2016, (the "Agreement") for SAGE Engineers, Inc. to provide dam safety engineering and other engineering consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task Professional Services Agreement on June 1, 2017, to increase the NOT TO EXCEED amount of the agreement from \$225,000 to \$1,000,000; and

WHEREAS, effective March 29, 2019, the assets of SAGE Engineers, Inc. were acquired by Gannett Fleming, Inc. and the Agency desires to agree to the assignment of the Agreement to Gannett Fleming, Inc.; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to reflect change of the Contractor's name; and

WHEREAS, the Parties also desire to amend Section 10.12 entitled "Controlling Provisions"; and

WHEREAS, the Parties agree to the assignment of the Agreement to Gannett Fleming, Inc.; 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

WHEREAS, Sage Engineers, Inc. consents to the assignment;

NOW, THEREFORE, the Parties agree as follows:

1. **Section 10.8 Notices** is replaced in its entirety as follows:

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

Gannett Fleming, Inc.
Attention: Steven Sanders, VP
2251 Douglas Boulevard, Suite 200
Roseville, CA 95661

Any written notice to Agency shall be sent to:

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

With a copy to:

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

2. **Section 10.12 Controlling Provisions** is replaced in its entirety by the following:

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

3. Agency and Sage Engineers, Inc. hereby approve of the assignment of the Agreement from Sage Engineers, Inc. to Gannett Fleming, Inc., Consultant.
4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.
6. **Exhibit C – CERTIFICATION: Affidavit of Compliance for Contractors** is amended to include Gannett Fleming, Inc. and shall be executed as set forth in the attached Exhibit C.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

GANNETT FLEMING, INC.

RANDY S. HOWARD, General Manager

STEVEN H. SANDERS, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

SAGE ENGINEERS, INC. consents to the foregoing:

By:_____

Its:_____

Date:_____

EXHIBIT A

SCOPE OF SERVICES

As requested by NCPA, Gannett Fleming, Inc., ("Consultant") shall provide consulting services to the Northern California Power Agency ("Agency"), Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, including, without limitation:

- Dam Safety Engineering in accordance with 18CFR12D;
- Civil, environmental, geotechnical and structural engineering;
- Consulting related to geology, hydrology or hydraulics;
- Mapping/surveying/GIS;
- Protection relay upgrades and electrical engineering support;
- Engineering inspection and construction observation and testing; and
- Other miscellaneous engineering tasks as requested.

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:



2019 SCHEDULE OF CHARGES

Northern California Power Agency
Various Projects

The Schedule of Charges applies to all services provided by and/or through Gannett Fleming, Inc. (Gannett). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

PERSONNEL

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<u>Civil/Geotechnical/Geological</u>	<u>Hourly Rate</u>
Senior Principal Engineer/Geologist	\$ 320.00
Principal Engineer/Geologist	275.00
Senior Associate Engineer/Geologist	240.00
Senior Consultant	240.00
Associate Engineer/Geologist	220.00
Senior Engineer/Geologist	190.00
Senior Project Engineer/Geologist	175.00
Project Engineer/Geologist	165.00
Senior Staff Engineer/Geologist	145.00
Staff Engineer/Geologist	135.00
<u>Electrical/Mechanical</u>	
Principal Electrical/Mechanical Engineer	275.00
Senior Associate Electrical/Mechanical Engineer	265.00
Associate Electrical/Mechanical Engineer	255.00
Senior Consultant	240.00
Senior Electrical/Mechanical Engineer	240.00
Senior Project Electrical/Mechanical Engineer	190.00
Project Electrical/Mechanical Engineer	175.00
Senior Staff Electrical/Mechanical Engineer	155.00
Staff Electrical/Mechanical Engineer	140.00
<u>Support Services</u>	
Senior CADD/GIS Technician	155.00
CADD/GIS Technician	130.00
Senior Admin	135.00
Admin	110.00

The charge for expert witness services, depositions (2-hour minimum per day) and court (4-hour minimum per day) is \$525 per hour.

Gannett Fleming, Inc.

Suite 200 • 2251 Douglas Blvd • Roseville, CA 95661
t: 916.677.4800 • www.gannettfleming.com

TRAVEL / REIMBURSABLES

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%).

<u>Specialty Design Software</u>	<u>Hourly Rate</u>
I-Site Studio	\$85.00
FLAC	60.00
RISA-3D	35.00
SAFE	35.00
UTEXAS4	35.00
SAP 2000	25.00
RockWorks	25.00

<u>Specialty Field Equipment</u>	<u>Daily Rate</u>
Trimble GPS Unit+Antenna	\$250.00
Protective Relay Test Set	250.00
Rope Access Gear	200.00
Concrete Thickness Gage	150.00
Dynamic Cone Penetrometer (DCP) and Hand Auger Kit	75.00
Automatic Level	50.00
Water Level Meter	25.00

OUTSIDE SERVICES

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.



The rates set forth above are valid from March 29, 2019 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

GANNETT FLEMING, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report - *DRAFT*

Date: May 29, 2019

COMMISSION MEETING DATE: June 27, 2019

SUBJECT: NCPA Hydroelectric McKays Point Reservoir Sediment Removal Project – Basis of Design Report

AGENDA CATEGORY: Consent

FROM:	Ken Speer	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	
Department:	Hydroelectric	

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

Staff recommends that the Commission approve Resolution 19-xxx authorizing the General Manager or his designee to issue up to \$600,000 in purchase orders against existing agreements, for the preparation of the Basis of Design Report for the McKays Point Reservoir Sediment Removal Project.

It is recommended that this item be placed on the Commission Consent Calendar.

BACKGROUND:

NCPA operates the North Fork Stanislaus River Hydroelectric Development Project (FERC Project NO. 2409-CA) under an agreement with the Project Licensee, Calaveras County Water District. The 2,169 acre-foot McKays Point Reservoir is a central feature of this project that acts as a forebay for the Collierville Powerhouse. It is located just to the south of the Calaveras Big Trees State Park on the North Fork Stanislaus River. The reservoir is situated on U.S. government lands managed by the USFS and private lands owned by Sierra Pacific Industries.

The dam construction was completed and the reservoir was initially filled in 1990. Sedimentation has become an increasingly serious operational problem. During the winter of 1997, a large landslide occurred to the east of Dorrington, which terminated at the US Forest Service's Sourgrass Campground. Trees, soil, sand, gravel and other debris from the slide were carried to McKays Point Reservoir by high instream flows. While most of the floating debris was carried over the dam's spillway, about 260,000 cubic yards of sands and gravels settled in the reservoir area. Subsequent severe storms have episodically washed additional material into the reservoir, such that the total amount of sediments deposited was estimated in 2018 to be 519,000 cubic yards. The average sedimentation rate over the last 30 years of operation is 18,500 cubic yards per year resulting in a loss of storage capacity of 15%. There is no reason to believe that the future average sedimentation rate will greatly differ from what we have experienced to date. The deposition of sediment in the reservoir and its migration toward the dam has resulted in increased load against the dam, loss of a sediment trap upstream of the cofferdam, increased sediment transport through the tunnel that may be causing turbine bucket wear, and some loss of reservoir active capacity (above minimum operating pool).

NCPA has begun the planning process for the McKays Point Reservoir Sediment Removal Project (MPRSRP) that involves the removal and relocation of a not yet determined amount of sediment. NCPA has completed the following activities:

- Periodic bathymetric surveys have been performed to determine the amount of deposited sediment and the reservoir contours.
- A watershed analysis and sampling plan have been prepared. Reservoir sediment samples have been taken and tested for contaminants.
- Topographic base maps have been prepared of the project area showing the reservoir, existing roads, potential stockpile locations, work areas, etc.
- Nearby private landowners have been contacted regarding beneficial use (soil augmentation) of sediments to reduce forest fire danger and increase timber productivity.

- Other potential soil augmentation sites have been identified.

The next step in the planning process is the preparation of the Basis of Design Report (BODR) for dredging. The purpose of the BODR is to:

1. Establish project goals, risks and objectives.
2. Identify feasible project alternatives.
3. Analyze costs and impacts of project alternatives.
4. Establish the preferred project.
5. Establish the project schedule and cash flow requirements.
6. Identify key permitting and land use issues.
7. Identify risks to NCPA that could prevent a successful project.

Once the BODR is completed and the preferred project identified, environmental impact evaluations will be performed followed by the preparation of applications for necessary permits.

FISCAL IMPACT:

The entire McKays Sediment Removal Project is estimated to cost approximately \$31.8M, with most of that cost anticipated during construction forecast for FY 2023. Funds for the Project are being collected from the participating members, and by the end of FY 2019 the estimated Hydro Capital Development Reserve Net Ending balance is estimated to be approximately \$18M. Staff recommends authorizing the expenditure of up to \$600,000 at this time for preparation of a Basis of Design Report,

The FEMA document entitled *"Public Assistance Cost Estimating Tool for Engineering and Design Services"* provides a means of estimating engineering costs based on data from the American Society of Civil Engineers (ASCE) using the total construction cost for above-average complexity and standard complexity jobs. Both curves show engineering and design services at 7.1% for a \$31.8M project.

The total cost estimate covers the following work items:

Work Item	Estimated Breakdown*
Preliminary engineering analysis**	25%
Preliminary design**	30%
Final design; and	25%
Construction inspection	20%

* Estimate by NCPA

** BODR portion.

Total Engineering: $0.071 \times \$31,800,000 = \$2,258,000$

BODR portion: $0.55 \times \$2,258,000 = \$1,242,000$ (55%)

This analysis provides a method with which to evaluate the proposed levels of effort and budgets for preliminary engineering design and analysis for the Project. Staff believes that the BODR can be prepared for the significantly lower expenditure of \$600,000.

SELECTION PROCESS:

A formal Request for Qualifications was sent on February 19, 2019 to fifteen (15) firms that expressed interest in the project and had significant dredging design experience. Two (2) responses were received, one from GEI Consultants/Moffatt – Nichol, and the other from HDR Engineering. Both firms met the minimum qualifications required by the RFQ. The GEI/MN team scored higher than the HDR team as judged by the RFQ evaluation criteria.

Subsequently, a Request for Proposal was sent to both consultant teams on March 26, 2019. Both teams responded to the RFP on April 22, 2019 by submitting proposals and time-and-materials estimates for recommended tasks. It was determined by staff that GEI Consultants/Moffatt-Nichol is better suited for this work based on their qualifications, experience, and knowledge of the dredging industry capabilities and practices.

Firm	Estimated Hours	Estimated Budget
GEI/Moffatt-Nichol*	2,104	\$447,536
HDR	1,964	\$383,279

*Preferred proposal

The significant differences in level of effort and cost between the two proposals are:

- HDR includes one dredging expert; GEI/MN includes four,
- HDR limits cost estimates to 2-3 feasible alternatives; GEI/MN will provide cost estimates for up to 9 feasible alternatives,

The contract will be awarded in the amount of the estimated budget with increases or decreases based on NCPA's needs. NCPA controls the level of effort of the consultant by participating in the determination of feasible alternatives and approval of each of three progress reports and the final BODR.

ENVIRONMENTAL ANALYSIS:

Preparation of the BODR 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 in the California Environmental Quality Act. No environmental review is necessary. Upon completion, the BODR will help to scope the level of environmental analysis ultimately required under CEQA and NEPA prior to committing to the actual Sediment Removal Project.

COMMITTEE REVIEW:

Pending committee review.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution

RESOLUTION 19-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO ISSUE PURCHASE ORDERS FOR PREPARATION OF THE BASIS OF DESIGN REPORT FOR THE McKAYS POINT RESERVOIR SEDIMENT REMOVAL PROJECT

(reference Staff Report #xxx:19)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains, on behalf of the project owners, the Hydroelectric Facilities; and

WHEREAS, McKays Point Reservoir, a central feature of those Hydroelectric Facilities, has incurred significant loss of reservoir capacity due to episodic, uncontrollable sedimentation since 1997 occurring during severe storms and will likely continue to lose capacity due to unstable land masses upstream of the reservoir; and

WHEREAS, such loss of reservoir capacity is unacceptable and potentially detrimental to the production of electrical power at the Collierville Powerhouse and dam stability, thus requiring a Sediment Removal Project; and

WHEREAS, to manage the adverse effects of sedimentation, the preparation of a Basis of Design Report is necessary to determine the scope and preferred method of removing sediments from the reservoir and transporting for beneficial use, or otherwise; and

WHEREAS, preparation of the Basis of Design Report and definition of the Sediment Removal Project must precede preparation of environmental analysis for the Project as may be required by CEQA and NEPA; and

WHEREAS, preparation of the Basis of Design Report would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 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 issue up to \$600,000 in Purchase Orders against existing agreements, for the preparation of the Basis of Design Report for the McKays Point Reservoir Sediment Removal Project.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report – *DRAFT*

Date: May 31, 2019

COMMISSION MEETING DATE: June 27, 2019

SUBJECT: Airgas USA, LLC – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for CEMS EPA gases purchases; Applicable to the following projects: For use at all facilities owned and/or operated by NCPA.

AGENDA CATEGORY: Consent

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

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

Approval of Resolution 19-XX authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gas purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA.

It is recommend that this item be placed on the Commission Consent Calendar.

BACKGROUND:

CEMS EPA gases are required from time to time related to project support at facilities owned and/or operated by NCPA.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000.00 over five years, to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time products are required, NCPA will bid the specific products consistent with NCPA procurement policies and procedures. NCPA currently has a similar agreement in place with Matheson Tri-Gas and seeks bids from multiple qualified providers whenever products are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the products needed at the time the products are required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending committee review.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

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

RESOLUTION 19-XX

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

(reference Staff Report #xxx:19)

WHEREAS, CEMS EPS gases are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA); and

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

WHEREAS, NCPA seeks to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC to provide such products as needed at all NCPA Generation facility locations, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for CEMS EPA gases purchases for use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

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

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Airgas USA, LLC, ("Supplier"), whose office is located at 840 N. Sacramento St., Lodi CA 95403-1253 (together sometimes referred to as the "Parties") as of _____, 2019 (the "Effective Date").

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

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP at a facility owned and/or operated by Agency.

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

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

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of 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, resulting from the operation, maintenance or use of Supplier's owned, non-owned and hired vehicles, on or off Agency premises. The policy shall provide a limit of \$1,000,000 per each accident, with \$2,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 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 property damage which may arise out of the operations of Supplier in regard to this Agreement with limits of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage, on an occurrence basis.

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

6.5 All Policies Requirements.

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

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide prior written notice of any cancellation or material change 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.

6.6 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. Supplier warrants that, at the time of delivery, all gas Goods furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. 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. SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF GOODS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages as provided by this Agreement whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature 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 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.
- 9.14 Notices.** Any written notice to Supplier shall be sent to:

Airgas USA, LLC
840 N. Sacramento St.
Lodi, CA 95240-1253

With a copy to:

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

- 9.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 9.21 **Allocation.** If sufficient Goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate Goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources and, if and only if, confirmed in writing by Agency of its consent to pay a higher fee then, Agency shall pay all additional costs associated with such Good.

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

NORTHERN CALIFORNIA POWER AGENCY

AIRGAS USA, LLC

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

MATTHEW B. WHITTON,
President – NCN Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

**EXHIBIT A
PURCHASE LIST**

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

PLEASE SEE ATTACHED

Airgas P/N	Airgas Product Description	Cylinder Size	Purity	Price
	Lodi Energy Center			
Certified Mixes				
X02A199C15A3299	8ppm NH3/ bal Air	150A [141 cf.]	Cert	\$183.00
EPA Protocols				
E02NIE15A C427	2.5ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NIE15A C007	5.5ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NI99E15A0065	80ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E03NI99E15A C470	2.5ppm NO, 2.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A03L5	5.5ppm NO, 5.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A01L7	25ppm NO, 800ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A C0J9	55ppm NO, 1700ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A03NO	9ppm NO, 8ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A CLD8	90ppm NO, 2500ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E02NI82E15A C071	18% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI94E15A C220	5.5% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI89E15A C155	11% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
NI CZ200	Nitrogen- CEMS [99.9999%] grade	200	CEMS	\$97.00
	STIG			
E02NI77E15A0084	22.5% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI86E15A C044	13.75 O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI93E15A C043	6.25% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI99E15A0047	EP 25 PPM NC/NI 15A	150A [141 cf.]	EPA	\$185.00
E02NI99E15A0131	9 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NI99E15A 1532	EP 54PPM NC / NI 15A	150A [141 cf.]	EPA	\$345.00
E02NI99E15A3576	EP 90PPM NC/NI 15A	150A [141 cf.]	EPA	\$225.00
E02NI99E15A C1T1	5.5 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NI99E15A C427	2.5 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E03NI99E15A2718	90ppm NO, 45ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A3818	55ppm NO, 27.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A3819	25ppm NO, 12.5pm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
Industrial				
AC 4	Acetylene	Size 4	Ind.	\$22.74/CCF
AR 300	Argon - Industrial	300	Ind.	\$40.80
NI 160LT230	Nitrogen - Industrial Liquid	160LT	Ind.	\$127.57
NI 160LT350	Nitrogen - Industrial Liquid	160LT	Ind.	\$120.40
NI 180LT230	Nitrogen - Industrial Liquid	180LT	Ind.	\$140.00
NI 180LT350	Nitrogen - Industrial Liquid	180LT	Ind.	\$128.54
NI 250	Nitrogen - Industrial	250	Ind.	\$16.00
OX 250	Oxygen – Industrial	250	Ind.	\$10.50
PP 100	Propylene	100 LB	Ind.	\$279.84
SH CP200	Sulfur Hexafluoride	200	CP	\$1,425.00
X10ME90C15A7764	CT 10 Comp/ME 15A	150A [141 cf.]	Ind.	\$925.00
Ammonia				
*Anhydrous (R-Grade)		Ton		\$700.00
*Aqueous (19%)		Solution Lb.		\$0.50

NOTE – LIST OF PRODUCTS FOR GEOTHERMAL FACILITY TO BE INSERTED

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

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

*NCPA acknowledges that Supplier's pricing for ammonia may be subject to change every six to twelve (6 - 12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

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

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

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

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

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

Hazmat Fee: \$6.45/ delivery

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

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

AIRGAS USA, 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.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

AIRGAS USA, LLC

(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 - *DRAFT*

Date: May 31, 2019

COMMISSION MEETING DATE: June 27, 2019

SUBJECT: Air Hygiene International, Inc. – Five Year Multi-Task Consulting Services Agreement for source, rate and emissions testing services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 19-XX authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. for source, rata and emissions testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

It is recommended that this item be placed on the Commission Consent Calendar.

BACKGROUND:

Source, rata and emission testing services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000.00 over five years, to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Aeros Environmental and Montrose Air Quality Services for similar services and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending committee review.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with Air Hygiene International, Inc.

RESOLUTION 19-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH AIR HYGIENE INTERNATIONAL, INC.

(reference Staff Report #XXX:19)

WHEREAS, source, rate and emissions testing services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Air Hygiene International, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 for source, rate and emissions testing services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2019 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND AIR HYGIENE INTERNATIONAL, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Air Hygiene International, Inc., an Oklahoma Corporation, with its office located at 1600 W. Tacoma St., Broken Arrow, OK 74012 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2019 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Projects are invoiced based on the following milestone schedule: 30% of the Project Bid will be invoiced following the submittal of the Test Protocol, 60% of the Project Bid plus any overages, if applicable, will be invoiced upon completion of the Site Work, and 10% upon completion of final report.

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

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

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

- 4.1 **Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 **Commercial General and Automobile Liability Insurance.**
- 4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 **Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1),

whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof. If agency reschedules the Project with fewer than ten (10) days' notice prior to a scheduled mobilization, then Consultant's Rescheduling Fee shall apply.

Delays. Delays that occur that are outside of the control of Consultant but in the control of or requested by Agency will be billed and paid according to the rates quoted on the Project Bid. If test delays are anticipated and Agency requests Consultant to demobilize from the Site, Consultant's crew will remain on stand-by, leave equipment onsite and invoice the appropriate charges if there are fewer than five (5) days before Agency requests that Consultant will return to the Site. For delays requested by Agency and anticipated to extend beyond five (5) days, Agency can request that Consultant demobilize and remobilize at a later date or remain on stand-by and incur the appropriate charges according to the option requested. Force majeure events causing delays shall not create delay charges to be paid by Agency.

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

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

Air Hygiene International, Inc.
Attention: Stephen Shreve
Street: 1600 W. Tacoma Street
City, State Zip: Broken Arrow. OK 74012

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

AIR HYGIENE INTERNATIONAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

STEPHEN SHREVE, Contract Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF SERVICES

Air Hygiene International, Inc. ("Consultant") shall provide testing 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:

- Rata Testing;
- Source Testing; and
- Emission Testing.

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

EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

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

Per Run/Sample Testing Fees

Effective Date: January 1st, 2019

O ₂ & NO _x Stratification Traverse	\$250	per traverse
Fuel Analysis (natural gas, fuel oil, coal)	\$500	per sample
Exhaust Flow and Moisture Run w/o PM (EPA Method 2-4)	\$500	per run
FTIR Analysis (formaldehyde, ammonia, methane/ethane, etc.)	\$500	per hour/run
HCl testing (EPA Method 26(a)) with on-site analysis	\$500	per run
Opacity Reading (EPA Method 9 or 22)	\$750	per day
Sulfuric Acid Mist Testing (EPA Method 8a – control condensate) with on-site analysis	\$1,000	per run
Ammonia Testing & Analysis (CTM-027, BAAQMD ST-1B, 320)	\$1,000	per hour/run
Mercury (EPA Method 30B – sorbent traps)	\$1,000	per paired train run
PM-10 (EPA Method 5-front & 202-back) Test	\$1,000	per run
PM-10 (EPA Method 201a & 202) Test	\$1,500	per run
<ul style="list-style-type: none"> Testing fees above assume Air Hygiene test crews are already on-site and these tests are in addition to a prepared scope and price. They are subject to rush charges (1.5 or 2.0 times rate) if a shorter than standard turn-around time (10 days) is requested and/or if weekend analysis is required. 		

CEMS Support Service Fees

Linearity Gases for 14 days/500 psi (EPA Protocol) – Single <small>(30 day notification required to assure gases are in stock at these prices, otherwise subject to actual Air Hygiene cost plus 10%)</small>	\$150	per bottle
Linearity & Cycle Response Time Testing/Reporting	\$500	per CEMS
CEMS XML Reporting of RATA (by ECMPS)	\$500	per CEMS
CEMS Complete Performance Test Reporting – hardcopy <small>(7-day drift, linearity, cycle response, DAHS certification, etc.)</small>	\$1,000	per CEMS
<ul style="list-style-type: none"> CEMS Support Service Fees are subject to rush charges (1.5 times rate) if shorter than standard turn-around time (7 days for reports & RATA EDR submittal and 45 days after receipt of requested data for plans & CEMS EDR submittal) 		

Day & Hourly Testing Rates

Hourly Rate	Day Rate/10	per hour
Overtime Rate (see billing notes item 6 for details)	Hourly rate x 1.5	per hour
Rush Testing Rates (mobilization < 5 days notice)	Project Bid x 1.5	
Emergency Rush Testing Rate (mobilization < 2 days notice)	Project Bid x 2.0	
Day Rate – portable analyzer testing	\$1,500	per day
Day Rate – mini-rack with NO _x , CO, O ₂ , & CO ₂	\$2,000	per day
Day Rate – single lab, gases	\$2,500	per day
Day Rate – RATA lab, gases	\$3,000	per day
Day Rate – FTIR mini-rack	\$4,000	per day
Day Rate – single lab, gases, NH ₃	\$4,000	per day
Day Rate – single lab, gases, PM	\$4,000	per day
Day Rate – single lab with FTIR for VOCs or HAPS	\$4,000	per day
Day Rate – single lab with GC for VOCs	\$4,000	per day
Day Rate – dual lab (gases only main rack + mini-rack)	\$4,000	per day
Day Rate – single lab, gases, PM, NH ₃	\$5,000	per day
Day Rate – single lab, gases, PM, NH ₃ , SO ₃ /H ₂ SO ₄	\$6,000	per day
Day Rate – single lab, gases, PM, NH ₃ , SO ₃ /H ₂ SO ₄ /FTIR	\$7,500	per day
<ul style="list-style-type: none"> Days in which a trailer is on-site with no crew may be charged at a reduced day rate, subject to project specific agreement. Rates listed above are basic day rates, specialized day rates may also apply. 		

Project Support Rates

Project Support (test protocol, test reports, project administration, etc.)	\$1,000 (minimum)	per mobilization or as quoted
Pre-test meeting (1 person within 500 miles of Tulsa)	\$2,000 (minimum)	per person or as quoted

Simultaneous Testing Options

Two (2) Sources/Points	plus 15%
Three (3) Sources/Points	plus 25%
Four (4) Sources/Points	plus 35%
Simultaneous testing can be performed as requested. The listed applicable percentage of the total project cost will be added to the invoice for the simultaneous testing. This fee covers the additional time, resources, and management involved with simultaneous testing. Note that simultaneous testing shortens the project scope if it was originally bid for a single lab. Additional testing days will be charged on a per lab basis at the day rate.	

Mobilization Rates

Source setup charges beyond original quote	\$500	per setup
Truck & Trailer Mileage (from nearest AHI field office)	\$1.00	per mile from nearest field office
Truck only Mileage (from nearest AHI field office)	\$0.75	per mile from nearest field office
Initial site mobilization (one round trip) <small>(Rush mobilization [< 5 days notice] charged at 1.5 times listed rate)</small>	\$3,000 (minimum)	per lab per round trip
Personnel remobilization (per person) <small>(Equipment remains on-site and charged per day rate as defined in "Day and Hourly Testing Rates" section)</small>	\$750 (minimum)	per person per round trip
Lab remobilization (per lab)	\$3,000 (minimum)	per lab per round trip
Per Diem	\$100	per day per crew member

Rescheduling & Cancellation Rates

Rescheduling fee (with < 10 days' notice prior to scheduled mobilization date)	Proposed Day Rate x 1 day
Cancellation fee (with < 10 days' notice prior to scheduled mobilization date) <small>(Cancellation is defined as completely eliminating the project, Rescheduling is defined as changing a planned test date)</small>	40% Project Bid

Methodology

Gas testing assumes no more than 60 minute test runs and particulate testing assumes no more than 180 minute test runs. **AIR HYGIENE** will conduct emission testing following EPA Reference Methods (RM) as listed below:

Nitrogen Oxides (NOx) – RM 7e &/or 20	Carbon Monoxide (CO) – RM 10
Sulfur Dioxide (SO ₂) – RM 6c or ASTM fuel gas analysis	Carbon Dioxide (CO ₂) – RM 3a
Total Hydrocarbons (THC) – RM 25a	Volatile Organic Compounds (VOC) RM 18/320 and 25a
Particulates (PM) – RM 5-front & 202-backhalf condensables	PM < 10 microns (PM ₁₀) – RM 201a-front & 202-backhalf condensables
Opacity – RM 9	PM < 2.5 microns (PM _{2.5}) – RM 201a-front & 202-backhalf condensable
Exhaust Flow – RM 2 &/or 19	Mercury – 30B, Ontario-Hydro
Oxygen (O ₂) – RM 3a &/or 20	Ammonia analysis (CTM-027, BAAQMD ST-1B, 320-FTIR)
Formaldehyde – (320-FTIR or RM323)	Methane/Ethane analysis (RM 18 or 320-FTIR)

Billing Notes

1. Rush mobilization [< 5 days notice] charged at 1.5 times listed rate. Emergency mobilization [< 2 days' notice] charged at 2.0 times listed rate.
2. Remobilization options will be **AIR HYGIENE**'s choice unless > 5 days before return required.
3. Billing each day will be at least the day rate charge and based upon the day rate for equipment required (# personnel may vary).
4. Days in which a trailer is on-site and a crew mobilized will be charged at the contracted day rate even if no testing work is performed.
5. Overtime will be applied to all testing performed on weekends, short-notice (< 5 days) testing, and all test performed between 6:00p.m. and 6:00a.m.
6. Test delays, beyond the control of **AIR HYGIENE**, will be billed at the delay rates listed on the project bid. Overtime (> 12 hours in a 24 hour period) is billed 1.5 times the rates listed on the 2019 Test Rate Sheet. **AIR HYGIENE** Holidays are 2.0 times the rates listed on the 2019 Test Rate Sheet.
7. Project bids are turn-key testing services including pre-test meetings, test plans, coordination with state agency, emission testing, test reports, setup, calibration, etc meeting EPA and state agency requirements. These rates are for work beyond the bid scope or time & materials projects.
8. Daily project logs will be prepared by the testing manager for each job outlining the work performed by **AIR HYGIENE** and various operational details related to any testing delays. This project log shall be provided to the client for acknowledgement of activities for any work conducted beyond the scope of the quotation, upon request.

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

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

**EXHIBIT C
CERTIFICATION**

Affidavit of Compliance for Contractors

I, Stephen Shreve,

(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

Air Hygiene International, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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