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Minutes

To: NCPA Facilities Committee

From: Carrie Pollo

Subject: May 1, 2024 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:07 am. Attending via teleconference and on-line presentation were Alan Harbottle (Alameda), Josh Cook (Biggs), Nick Rossow (Redding), Basil Wong and Bill Her (Santa Clara) and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and on-line presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, Lompoc, Plumas-Sierra, Port of Oakland, Shasta Lake, and TID were absent. A quorum of the Committee was not established at the time of roll call. During Item 5, Elisa Arteaga (Gridley) joined the meeting, thus establishing a quorum.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the April 3, 2024 Facilities Committee meeting and the April 15, 2024 Facilities Committee Special meeting.**

Motion: A motion was made by Josh Cook and seconded by Shiva Swaminathan recommending approval of the minutes from the April 3, 2024 Regular Facilities Committee meeting and the April 15, 2024 Special Facilities Committee Meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 3. All NCPA Facilities, Members, SPPA – Mechanical Analysis Repair, Inc. dba Martech MTGSA** – Staff presented 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 and motor maintenance services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPPA, and SPPA Members.

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Atlas Copco Compressors (pending), Dahl-Beck Electric, Industrial Electrical Co., Industrial Service Solutions (pending), Caltrol, Inc. and Custom Valve Solutions for similar services. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Josh Cook and seconded by Shiva Swaminathan 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 and motor maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SPCPA and SPCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

4. **All NCPA Facilities, Members, SPCPA – Environex, Inc. MTPSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Environex, Inc. for catalyst testing related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPCPA, and SPCPA Members.

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Fossil Energy Research Corp (FerCo) and Groome Industrial Service Corp. for similar services. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Josh Cook and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Environex, Inc. for catalyst testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SPCPA and SPCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

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

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this

agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Allied Power Group and Sulzer Turbo Services Houston for similar services. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Josh Cook and seconded by Elisa Arteaga 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 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- During the presentation of Item 5 Elisa Arteaga (Gridley) joined the meeting, thus establishing a quorum. After the vote of Item 5, it was decided by the Committee to vote on the previous items presented.

- 6. All NCPA Facilities, Members, SCPPA – Kobelco Compressors America, Inc. MTEMS –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Kobelco Compressors America, Inc. for fuel gas compressor related materials, with a not to exceed amount of \$750,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA does not have other agreements in place for similar services at this time, Kobelco is the OEM for the Lodi Energy Center fuel gas compressors. This agreement is for materials only. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cindy Sauers and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Kobelco Compressors America, Inc. for fuel gas compressor material purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 7. All NCPA Facilities, Members, SCPPA – Kimberly Fields dba K. Weatherman Logging MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Kimberly Fields dba K. Weatherman Logging for vegetation management related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

This is a current NCPA vendor whose agreement has expired. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Cornerstone Land Services LLC, High Sierra Timber Management, LLC and Nate's Tree Service. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Cindy Sauers recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Kimberly Fields dba K. Weatherman Logging for vegetation management related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

8. All NCPA Facilities, Members, SCPPA – Cool the Earth First Amendment to MTCSA –

Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Consulting Services Agreement with Cool the Earth for electrification education and outreach services, to extend the term of the Agreement for an additional two-year period, for continued use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

NCPA entered into a three-year MTCSA with Cool the Earth effective August 24, 2021, for an amount not to exceed \$750,000. This agreement has been used by multiple NCPA Members through NCPA's Support Services program, and an NCPA Member has requested that the agreement be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of August 23, 2024, to a new date of August 23, 2026. This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required. NCPA has agreements in place for similar services with Plug-In America and Acterra: Action for a Healthy Planet. A draft Commission Staff Report, original agreement, and first amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Alan Harbottle and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Cool the Earth for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. ABSTAIN = Biggs. The motion passed.

9. Second Amendment to Resolution 24-02 Authorizing the Use of \$6,100,000 of Insurance Claim Proceeds and Reducing the Transfer of Geo Decommissioning Collections from \$7,200,000 to \$1,100,000 for Plant 1, Unit 2 Turbine Overhaul Project–

Staff presented background information and was seeking a recommendation for Commission approval to amend Resolution 24-02 by authorizing the use of \$6,100,000 of Geo insurance claim proceeds and

reducing the transfer of Geo Decommissioning collections from \$7,200,000 to \$1,100,000 for Plant 1, Unit 2 Turbine Overhaul Project.

During the March 2023 planned outage, it was discovered that Plant 1, Unit 1 had a similar strainer basket damage that was experienced with Plant 2, Unit 4. On March 7, 2023, claim # 818701 was filed with FM Global to review the property loss associated with Plant 1, Unit 1 including business interruption losses. Over the last year, staff have worked closely with the FM Global adjusters inspecting the unit, monitoring the progress of repairs, and analyzing the repair invoices. In addition, NCPA staff provided FM Global with the details of the lost generation revenue including RECs and RA. After a thorough review, FM Global and NCPA agreed on a total claim recovery of \$6,169,682 broken down as follows:

Date	Claim No.	NCPA Asset	Description of Loss	Total Loss	Deductible	Recovery
3/7/2023	818701	Geo	Physical damage to strainer of unit 1	\$1,541,182.68	\$1,000,000	\$541,182
3/7/2023	818701	Geo	Business Interruption	\$10,802,221	\$5,173,721	\$5,628,500

At the January 5, 2024, Special Commission meeting, Resolution 24-02 was approved authorizing various actions related to the Geothermal (Geo) Plant 1, Unit 2 Turbine Overhaul Project but more specifically, the transfer of \$7,200,000 previously collected funds from the Geo Decommissioning Reserve, as needed, to pay for repairs associated with the Geo Plant 1, Unit 2 Turbine Overhaul Project. It was noted in the discussion that NCPA had a property insurance claim related to Plant 1, Unit 1 pending with property insurer FM Global, but the final settlement and timing of expected proceeds were unknown. Staff indicated they would return with a recommendation once that information was made available. The \$1,000,000 will be collected over the next three years reducing the Geo Decommissioning Reserves. No replenishment of funds is planned at this time.

Motion: A motion was made by Shiva Swaminathan and seconded by Cindy Sauers recommending Commission approval of the Second Amendment to Resolution 24-02 authorizing the use of \$6,100,000 Geo insurance claim proceeds and reducing the transfer of Geo Decommissioning Reserve funds from \$7,200,000 to \$1,100,000 for Plant 1, Unit 2 Turbine Overhaul Project. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

10. NCPA Geothermal Facility – Geothermal Plant 2, Unit 4 Cooling Tower Improvement Project

– Staff provided background information and was seeking a recommendation for Commission approval of the Geothermal Plant 2, Unit 4 Cooling Tower Improvement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$800,000, to be funded from the FY24 Geothermal Facility budget.

The Geothermal Plant 2, Unit 4 cooling tower system is equipped with a six-cell mechanical draft cooling tower. The cooling tower is designed according to the counter-flow principle and incorporates a plastic heat transfer surface to assure maximum availability for operation at any time of the year. The tower consists of six major sections (1) Basic Support Structure; (2) Basin; (3) Fill; (4) The Distribution System; (5) The Drift Eliminator Section; and (6) the Fan Assembly and Drive Train for each cell.

The Unit 4 cooling tower is inspected annually to assess the condition of each major section as identified above. A final report is then prepared which identifies work items that need immediate attention, as well as those that can be deferred as part of a long-term maintenance strategy. In

May 2023, NCPA hired Tex Tenn Design & Consulting to perform the annual inspection on the Plant 2, Unit 4 cooling tower. The vendor identified structural issues with both stair towers (wood) and cracking/delamination of the fan blades (fiberglass). To ensure the safety of personnel on-site, the tower stairs were immediately taken out of service and a scaffolding system was installed to provide temporary access. The delaminated fan blades were patched as a temporary measure until the blades could be replaced.

NCPA is now seeking approval for the Geothermal Plant 2, Unit 4 Cooling Tower Improvement Project to address the issues identified in the last annual inspection report. The scope of this project includes replacement of the wood stair towers with a new fiberglass structure, replacement of the fan blades for each cell, and miscellaneous work which may be identified during the project.

Motion: A motion was made by Josh Cook and seconded by Brian Schinstock recommending Commission approval authorizing the Geothermal Plant 2, Unit 4 Cooling Tower Improvement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$800,000, to be funded from the FY24 Geothermal Facility budget.. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding and Palo Alto The motion passed.

- 11. NCPA Geothermal Facility – SEGEP Surge Tank Refurbishment Project** – Staff presented background information and was seeking a recommendation for Commission approval of the Geothermal SEGEP Surge Tank Refurbishment Project and delegating authority to the General Manager or his designee to award bids execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$1,200,000, and delegating authority to the General Manager to authorize 50% of the funding to come from the Geothermal Facility FY 2024 budget with the remaining 50% of the funding to be billed to and collected from Calpine Corporation.

The Southeast Geysers Effluent Pipeline (SEGEP) brings treated wastewater up to the Geysers where it is injected into the geothermal reservoir to provide added steam reserves and reservoir pressure support. The water is shared between NCPA and Calpine. The operational and maintenance costs of the SEGEP system are also shared between NCPA and Calpine, with these costs being evenly split (50%) between the two entities.

The SEGEP pipeline has three pump stations, Bear Canyon #1, #2, and #3, that boost the pipeline water pressure and brings water up approximately 3,000 feet in elevation to be used in the steam field. Each pump station is equipped with inlet and outlet surge tanks. The tanks are normally half filled with water and then capped with air. Their purpose is to provide protection against water hammer of the pipeline during sudden surges in pressure. The air compressors that feed the surge tanks at each pump station are over twenty-five years old and have reached end of life, and are also undersized for current operations. New air compressors are required to maintain the safe operation of the SEGEP pipeline. NCPA hired HDR Engineering, Inc. to examine the surge protection system and to provide a detailed engineering package for refurbishment of the system. HDR Engineering, Inc. estimated the total combined cost of this project to be approximately \$1,200,000.

As detailed in the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Pipeline Project between NCPA and Calpine Corporation, dated September 18, 2003, NCPA is the operator of the pipeline and is responsible for initial payment of all project

costs, and Calpine is charged for their share of the work through monthly billing cycles. This cost sharing arrangement is detailed in Section 4 – Ownership Interests and Section 6 – Allocation and Payment of Costs in the above-mentioned agreement.

Motion: A motion was made by Brian Schinstock and seconded by Josh Cook recommending Commission approval authorizing the SEGEF Surge Tank Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed amount of \$1,200,000, and delegating authority to the General Manager to authorize 50% of the funding to come from the Geothermal Facility FY 2024 budget with the remaining 50% of the funding to be billed to and collected from Calpine Corporation. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Roseville, Santa Clara, and Ukiah. ABSTAIN = Palo Alto and Redding. The motion passed.

- 12. Grace Orchard Energy Center Renewable PPA and Third Phase Agreement –** Staff presented background information and was seeking a recommendation for Commission approval of (i) the Grace Orchard Energy Center, LLC Renewable Power Purchase Agreement, and (ii) the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC.

Staff is still working on a few more items including updated CEQA language in the document so that CEQA requirements are met before buying output from this project. The buyer (NCPA) also needs to post collateral which is still being discussed and the Project Tax Credit (PTC) is still under negotiations. Members are not comfortable with a limited cap on the MWh price. Staff will continue to negotiate through these issues and bring this item back for final approval and a recommendation for Commission approval at a later date.

INFORMATIONAL ITEMS

- 13. New Business Opportunities –** Staff provided an update regarding new business opportunities.

Yuba City Strategic Reserve (SC Services) – CDWR has inquired about NCPA supplying Scheduling Coordinator (SC) services for the Yuba City Strategic Reserve Project. This project consists of two 30 MW Combustion Turbines. This project is energy only and to be dispatched during emergency operations per CAISO 4420. CDWR is the owner with Calpine being the operator. The project is currently in operations and seeking prompt services. The estimated cost is under discussions. Staff is currently in negotiations for this project. This project will be run similar to the Lodi Strategic Reserve, with a similar price.

NCPA RFP for Renewable Energy Resources – Staff issued an RFP for Renewable Energy and Renewable Storage Resources on February 15, 2024. Responses to the RFP were due April 12, 2024. NCPA staff have received a number of questions regarding the RFP. Next steps include posting this information on NCPA Connect. A summary review meeting is scheduled for May 7, 2024. Based on Member feedback, NCPA will perform further project evaluations. Then respondents will be notified.

Grace Solar Update – Staff is currently engaged in active negotiations with NextEra. A draft PPA is being considered by both parties. Member interest includes Biggs, Gridley, Healdsburg, Lodi, Lompoc, Port of Oakland, Plumas-Sierra, Shasta Lake, Ukiah, and Santa Clara.

- 14. NCPA Disaster Recovery Center Update –** Staff provided an update on the status of activities regarding tenant improvements and buildout of the new property including decommissioning of the leased site.

NCPA has received the revised design development costs and 95% of the construction drawings for review. NCPA made comments and revisions on the construction drawings, including the security system, data, interior south vestibule EVCS, and server room HVAC sizing. Staff has requested an evaluation of the HVAC heat load from Capitol Engineering (ME) as staff anticipated 6-8 tons of refrigeration.

On April 24, 2024 staff met with ME to review the heat load requirements, server configuration, and long-term planning for the server / UPS room. Based on the server room configuration and long-term planning, ME recommended three 5-ton Heat Pumps (HP). Staff suggested ME consider two 5-ton HP and two 3-ton mini-split units for redundancy and supplemental cooling. The approach to using mini-splits provides NCPA with redundancy in the event of equipment failure and supplemental cooling during high-heat events. This approach would minimize the rooftop structural load, rooftop penetrations, and re-routing ductwork.

Upcoming Milestones

- Finalize server room mechanical requirements – Capital Engineering and Lionakis
- Structural Analysis review to support additional heat pumps – Lionakis
- Provide final plans for review – Lionakis
- Technical manual – Lionakis
- Submit for plan check – Lionakis
- Submit for Public Works RFP – NCPA

SVP approached NCPA with a request to occupy available space at the current and future DRC location. Staff has developed a draft Shared Use and Occupancy Agreement.

- DRC's primary function is to serve as a backup site for mission-critical, 24x7 scheduling and dispatch operations
- Structured to allow Signatory Members the ability to access available "office space"
- Shield non-participating Members from liability, etc.
- Occupancy charge that reflects the incremental cost (janitorial, utilities, etc.) of a Member's assigned personnel use of the facility

NCPA requests feedback, comments, edits, etc. over the next month for review at the next meeting.

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

Geo – The average net generation for the month of April was 73 MW. The total net generation was 52.5 GWh. FY 2024 net generation goal = 743.8 GWh. FY forecast net generation was 617.4 GWh. The FY actual net generation was 425.3 GWh at 31.1% below the forecast due to the recent unit outages at Geo. Unit 1 was back online March 30, 2024.

▪ Safety

Incident/First Aid Reported – An RTS welder cut his left index finger with a retractable box cutter while cutting a zip tie at the end of the shift while attaching welding screens. The employee was wearing leather gloves. He returned to work the next day without any restrictions. Safety discussions were conducted by RTS and the NCPA Geo Team. The Geo detailed asses report for FT 2024 was reviewed with the Committee.

▪ **Unit 1 – Unit 1 Update**

Balancing was performed on the # 5 exciter bearing. Eight ounces of weight was added. At 35 MW the vibration dropped from 4.5 mils to 3.5 mils.

▪ **Plant 1 – Unit 2 Update**

- Lube Oil Cooler Assembly
- Generator Stator Bore
- Right Side Hydrogen Cooler Removal
- Generator Retaining Ring Painted T/E

▪ **Establishing the Geo Team**

- Reservoir Engineer – Candidate accepted – Start Date is June 10
- Plant Engineer – Interviews scheduled for May 14
- Operation Technicians – 1 Lead retired, 1 resigned – Positions will be posted as needed

Hydro – During the month of April, Collierville (CV) Power House was at 100% availability with heavy generation volumes. New Spicer Meadows (NMS) Power House was at 81% availability due to PG&E TIGO with light generation volumes. The monthly generation profiles for CV and NMS were shared with the Committee. The snow water content is currently at 90% of normal for this time of year. Precipitation is at 31.3 inches. February and March were great hydro months. April was just below normal. Hydrology is now tracking slightly below seasonal normal range for snow and rain this year, after a slow start to the water year. There is currently 2 feet of snow at New Spicer Meadows Power House. During the April 5, 2024 storm, trees fell and blocked access to CV, phones went down to CV, the 17kV line to McKays went down, put on back up generator, and Utica WL also went down.

Upper Reservoir Positions

- Alpine/Union/Utica/Spicer: 77%/100%/100%/67%

New Spicer Meadows Reservoir Storage

- 37,706, acre feet decrease (42%) month-over-month
- 88,437-acre feet to 126,143-acre feet
- Optimizing stored water – Spicer drafts at minimums

Current Events

- Working to complete FY '24 projects
- Initiating work on projects approved in the FY '25
- Lake Alpine Handrail Project contractor to mobilize May 13th
 - FM Global has confirmed Alpine Handrail claim is coverable
- Filed 401 WQC and FERC application for CV Tailrace Repair Project
- McKays Point Sediment Removal Project
 - Held on-site discussion with interested local private landowner 4/30
 - Held meeting on 4/2 with new owner of Carsen Hill Mine as an alternative site
- Working to complete FY '24 projects
 - Initiating work on projects approved in the FY '25
- Lake Alpine Handrail Project contractor to mobilize May 13th
- FM Global has confirmed Alpine Handrail claim is coverable
- Filed 401 WQC and FERC application for CV Tailrace Repair Project
- McKays Point Sediment Removal Project
- Held on-site discussion with interested local private landowner 4/30
- Held meeting on 4/2 with new owner of Carsen Hill Mine as an alternative site

CTs – CT1 had 1 start of 8 forecasted. FYTD total is 63 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 27 starts.

- **Outages**
 - **CT1 Lodi** – Available
 - **CT1 Alameda U1/U2** – Available. On 4/4/24 @ 0533 thru 1138, Alameda U2 was forced out due to an RTD input card error. Rebooted card to re-establish comm's. This card is part of the upcoming controls upgrade.
 - **CT2 STIG** – Annual Planned Outage
- **CT1 Lodi Run Hours**
 - YTD hours 8.68 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
 - U1= 3.57 hrs. of 42 (during any consecutive 12-month period)
 - U2= 1.85 hrs. of 42 (during any consecutive 12-month period)
- **Safety**
 - **Near Miss** – We have experienced a near miss associated with the LEC Sulfuric Acid system. An operator found the acid feed piping to the cooling tower basin had Chicago fittings installed for a vent cap. In the photo below, you can see the original cap that was removed from the vent and sitting on the containment wall. The original cap was removed, and a Chicago fitting installed to attach a hose for flushing the acid line for repair work. Once the work was completed, a Chicago cap was installed instead of reinstalling the original cap.
 - **Issues with this Decision**
 - The Chicago fittings are made of material that is incompatible with sulfuric acid. This can lead to corrosion and leaks.
 - The Chicago fittings are made of dissimilar metal as the process piping. This can lead to corrosion and leaks.
 - A high hazard system was modified without proper MOC procedures. (Management of Change).
 - **Resolution** – If a technician must temporarily modify any system this type of evolution must be captured, to prevent these modifications from being forgotten. CT group will use information tags or include them as LOTOT points. If an information tag is used, zip-tie it to the LOTOT box with a description and instructions for restoration.
- **Environmental**
 - No issues to report
- **2024 Planned Outages – CT1 Alameda U1 & U2- 5/1/24 thru 5/31/24** – Controls Upgrade, BOP Maintenance & Borescope Inspections

Staff reviewed the CAISO Commitment Runs for March 2024.

16. Planning and Operations Update

- **Resource Integrations**
 - Lodi Strategic Reserve Resource – Testing in progress
 - Scarlet Solar / BESS – May 2024
 - Proxima Solar / BESS – May 2024
 - Other BESS integrations
- **SCPA SC Transition Activities – June 1, 2024**
- **Resource Development**

- ZWEDC – negotiations complete
 - Grace Solar Project – active negotiation
 - NCPA has issued the refreshed Renewable RFP – Responses are under review
- **Ongoing daily operational activities**

The forward price curve, distribution of DLAP prices, gas storage in the Pacific Region, and reservoir levels were reviewed and discussed.

17. Next Meeting – The next regular Facilities Committee meeting is scheduled for June 5, 2024.

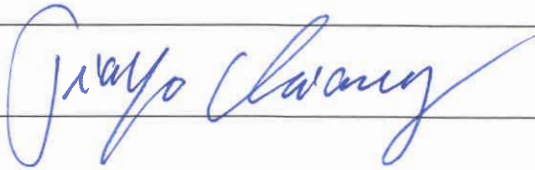

ADJOURNMENT

The meeting was adjourned at 12:08 pm by the Committee Chair.

DRAFT

**Northern California Power Agency
May 1, 2024 Facilities Committee Meeting
Attendance List**

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

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



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Minutes

To: NCPA Facilities Committee

From: Carrie Pollo

Subject: June 5, 2024 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:06 am. Attending via teleconference and on-line presentation were Alan Harbottle (Alameda), Liem Nguyen (Port of Oakland), Nick Rossow (Redding), and Basil Wong and Monica Nguyen (Santa Clara). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and on-line presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Gridley, Healdsburg, Lompoc, Plumas-Sierra, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was not established at the time of roll. Josh Cook (Biggs) joined later during the meeting via teleconference, however a quorum of the Committee was still not established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the May 1, 2024 Facilities Committee meeting.**

Due to the lack of a quorum no formal action was taken on this item.

- 3. All NCPA Facilities, Members, SCPPA – Air Hygiene International, Inc. MTCSA –**
Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. for rata and source testing related services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent

with NCPA procurement policies and procedures. NCPA has agreements in place with Blue Sky Environmental and Montrose Air Quality Services for similar services. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. for rata and source testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 on the Commission Consent Calendar.

- 4. All NCPA Facilities (Except LEC), Members, SCPPA – Hudson Mechanical, Inc. MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Hudson Mechanical, Inc. for general maintenance services and related labor and materials, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA (except LEC), NCPA Members, SCPPA, and SCPPA Members.

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Northern Industrial Construction, and Epidendio Construction. for similar services. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hudson Mechanical, Inc. for general maintenance services and related labor and materials, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA (with the exception of NCPA's Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 on the Commission Consent Calendar.

- 5. NCPA Geothermal Facility – Van Meier Services, LLC Second Amendment to GSA –** Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to the five-year General Services Agreement with Van Meier Services LLC for janitorial services, increasing the not to exceed amount from \$235,000 to \$335,000, with no change to the contract term, for continued use at NCPA's Geothermal Facility.

NCPA entered into a five-year General Services Agreement with Jill Jolene Meier dba Van Meier Services LLC effective March 4, 2020, to provide such services, for an amount not to exceed \$235,000, for use at NCPA's Geothermal Facility. This agreement has been used extensively and is running low on funds. NCPA needed, requested, and obtained extra cleaning services from Van Meier Services, LLC. Thus, NCPA now desires to enter into a Second Amendment to

the current General Services Agreement increasing the not to exceed amount from \$235,000 to \$335,000 to ensure there are sufficient funds available for the remainder of the contract term. NCPA is also updating Exhibit B – Compensation Schedule and Hourly Fees to describe the additional cleaning services NCPA would like to obtain beyond the quoted 5-year services which were bid out when the contract was originally executed. NCPA does not propose any changes to the base services or fees. This agreement will continue to be available for use at NCPA's Geothermal facility.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Second Amendment to the General Services Agreement with Jill Jolene Meier dba Van Meier Services LLC for janitorial cleaning services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$235,000 to \$335,000, and amending Exhibit B – Compensation Schedule and Hourly Fees, with no change to the contract term, for continued use at the NCPA Geothermal facility. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 on the Commission Consent Calendar.

- 6. NCPA Geothermal Facility – 2024 Steam Field Operations and Generation Forecast Report** – Staff presented background information and was seeking a recommendation for Commission approval of the 2024 Steam Field Operations and Forecast Report dated May 2024 as the Geothermal Operating Protocol effective July 1, 2024. This Operating Protocol is to remain in effect until replaced by the Commission.

The Geothermal Project Operating Agreement requires the NCPA Commission to establish an Operating Plan and an annual operating level for the Geothermal Units. The purpose of the plan is to maximize the efficient use of the geothermal resource, protect the power plants and equipment, and meet all regulatory and permitting requirements.

The current 2023 Geothermal Operating Protocol was approved by the NCPA Commission on May 25, 2023. The Protocol used a two-zone strategy with wells on the west side of the NCPA lease producing to Plant #1, Units #1 and #2 while the wells on the east side of the NCPA lease produced to Plant #2, Unit #4. The 2023 Protocol also allowed for reduction of load under the following economic conditions:

- Curtailing generation is an option that may occur only when the Day Ahead Market Prices are a minimum of negative \$25 per MWh and Net of the Renewable Energy Credit (REC) value; and
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response; and
- Duration of the curtailment is to be a minimum of 4 hours; and
- Curtailments are limited to once per calendar day.

In 2024, the recommended Operating Protocol is to continue using the two-zone strategy, operate Plants #1 and #2 at baseload conditions with the goal of maximizing generation. Reductions in load may occur under the same condition as listed for the 2023 Operating Protocol.

This Protocol establishes a 2024 annual peak generation target of 102 gross MW.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the 2024 Steam Field Operations and Forecast Report dated June 2024 as the Geothermal Operating Protocol effective July 1, 2024. This Operating Protocol is to remain in effect until replaced by the Commission. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 under Discussion/Action.

- 7. All NCPA Facilities, Members, SCPPA – Integrated Engineers and Contractors Corporation dba IEC Corporation MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Integrated Engineers and Contractors Corporation dba IEC Corporation for consulting services related to renewable energy, power generation, power delivery, and energy storage, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Leidos Engineering, LLC, Mead & Hunt, Inc., Provost & Pritchard Engineering Group, Inc., and Power Engineers, Inc. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Integrated Engineers and Contractor Corporation dba IEC Corporation for consulting services related to renewable energy, power generation, power delivery, and energy storage, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 on the Commission Consent Calendar.

- 8. NCPA 2024 Wildfire Mitigation Plan** – Staff presented background information and was seeking a recommendation for approval of the NCPA 2024 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator's recommendations.

Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation, Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment. In response to this requirement, NCPA created its Wildfire Mitigation Plan to reduce the risk of NCPA facilities igniting wildfire, including identifying preventative maintenance procedures and practices. The NCPA Wildfire Mitigation Plan was initially approved in the December 5, 2019 Commission Meeting. Annual independent evaluations of the Wildfire Mitigation Plan were conducted in 2020, 2021, 2022 and 2023, with minor revisions to the plan. Each revision has been approved in annual Commission Meetings.

For 2024, NCPA contracted with Power Engineers, Inc., a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure, to complete the evaluation of NCPA's Wildfire Mitigation Plan. The independent evaluator issued a report (attached as an appendix to the Wildfire Mitigation Plan) stating that NCPA's Wildfire Mitigation Plan appropriately

addressed all elements required under CPUC Section 8387 (b) (2) and WSAB 2022 recommendations. The independent evaluation and report were completed May 28, 2024.

NCPA is now seeking Commission approval of the NCPA 2024 Wildfire Mitigation Plan, to include the recommended revisions provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 2.0 to 3.0, and post the Wildfire Mitigation Plan to NCPA's website.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval of the NCPA 2024 Wildfire Mitigation Plan with updated revisions based on the qualified independent evaluators recommendations. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 on the Commission Consent Calendar.

- 9. Shared Use and Occupancy Agreement** – Staff presented background information and was seeking a recommendation for Commission approval of a Shared Use and Occupancy Agreement between NCPA and various Signatory Members by which Signatory Members may occupy and use available office space of property owned by NCPA from time to time on a first come, first served basis.

NCPA has prepared a Shared Use and Occupancy Agreement between NCPA and those Members of NCPA who execute the Agreement (Signatory Members) by which the assigned personnel of a Signatory Member may occupy and use available office space at NCPA's Disaster Recovery Center (DRC or the Property).

With the difficulty of hiring staff due to the high cost of living in certain Members' territories, NCPA can offer available office space at NCPA's Disaster Recovery Center for use by Signatory Members' personnel. A Signatory Member can hire or offer staff that may live outside of the general vicinity of their headquarters, a location that's considered a satellite office for non-telecommuting days, subject to the Signatory Members' internal approval. Office space at the DRC will be used and occupied by the assigned employee(s) of a Signatory Member for the sole purpose of conducting a Signatory Member's business. Any incremental expenses incurred by NCPA as a result of occupation will be billed to the Signatory Member(s) on a pro-rata basis.

Signatory Members will be billed a monthly Occupancy Charge that represents the increased cost incurred by NCPA for utility-related expenses and increased frequency of janitorial services for the use of the Property. The Occupancy Charge will be split evenly amongst the Signatory Members on a pro-rata basis based on the total number of Signatory Member assigned personnel who occupy space(s) at the Property and will be billed monthly on each Signatory Member's All Resources Bill. NCPA does not anticipate the monthly Occupancy Charge to exceed \$1,000 per month.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing a Shared Use and Occupancy Agreement between NCPA and a Signatory Member or Members by which assigned personnel of a Signatory Member or Members may occupy and use available office space of property owned by NCPA from time to time on a first come, first serve basis. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 on the Commission Consent Calendar.

- 10. NCPA Geothermal Facility – Geysers Power Company, LLC Second Amendment to the Transmission Service Agreement** – Staff provided background information and was seeking a recommendation for Commission Approval of a Second Amendment to the Transmission Service Agreement with Geysers Power Company, LLC, updating the existing transmission

interconnection agreement to include Unit 16, Bear Canyon and West Ford Flat to support Geysers Power Company battery operations, with any non-substantial changes as approved by the NCPA General Counsel, with no change to the contract term, for continued use by NCPA's Geothermal Facility.

NCPA entered into a Transmission Service Agreement with Pacific Gas & Electric (PG&E) effective January 23, 1985, establishing operating protocols for NCPA to provide transmission service for PG&E's electrical generating facilities in Lake County, made up of Power Units 1, 2 and 3, and Unit 16. Under this agreement, NCPA would transmit generation from PG&E's generating facilities over the Plant 2 230 kV tap line that connects NCPA's Geothermal Projects to the Castle Rock Junction-Lakeville 230 kV transmission line. The Bear Canyon geothermal generating unit (Power Units 1 and 2) and the West Ford Flat geothermal generating unit (Power Unit 3) ceased operations as a geothermal unit in January 2016 and September 2015, respectively.

Effective April 30, 1999, PG&E sold its electrical generating facilities in Lake County to Geysers Power Company, LLC (Calpine-Geysers Power Company, or "Calpine-GPC"). As a part of the sale, PG&E assigned all rights, benefits, and duties under the existing Transmission Service Agreement to Calpine-GPC.

In 2020, NCPA was informed of Calpine-GPC's intent to pursue a battery energy storage systems (BESS) project as a potentially affected facility. After reviewing the project, NCPA determined that it would still produce the same or less power than the previous geothermal units, and NCPA informed Calpine-GPC that they were not concerned with them moving forward with the projects as proposed. NCPA informed Calpine-GPC that they would be required to perform relay coordination studies and that the existing Transmission Service Agreement would need to be modified to account for the new BESS projects.

In January 2024, Calpine-GPC informed NCPA that it was ready to engage in these activities. At Calpine-GPC's expense, NCPA hired Worley Group, Inc. to conduct the relay coordination studies. While the new equipment was well coordinated, Worley identified an issue with the existing relay where the backup protection would fall to NCPA's unit during a communication failure event. As a part of the contract modification, NCPA will allow Calpine-GPC one year to design and install a transfer trip mechanism that clears their own equipment during communication failure, preventing them from using NCPA as a backup.

Calpine-GPC is in the process of constructing and commissioning the new BESS at the former sites of the Bear Canyon and West Ford Flat geothermal generating units. They expect to begin commercial operation on July 1, 2024. NCPA and Calpine-GPC now desire to enter into a Second Amendment to the existing Transmission Service Agreement to acknowledge the new Bear Canyon BESS and West Ford Flat BESS systems, and detail interconnection of these new systems with NCPA's 230 kV tap line.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the Second Amendment to the Transmission Service Agreement with Geysers Power Company, LLC, updating the existing transmission interconnection agreement to modify Bear Canyon and West Ford Flat from a geothermal to a BESS facility to support Geysers Power Company battery operations, with any non-substantial changes as approved by the NCPA General Counsel, with no change to the contract term, for continued use by NCPA's Geothermal Facility. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 under Discussion/Action.

11. Yuba City Strategic Reserve Resource Scheduling Coordinator Agreement – Staff provided background information and was seeking a recommendation for Commission approval of the Agreement for Scheduling Coordinator Services between Northern California Power Agency and California Department of Water Resources for the Yuba City Strategic Reserve Resource (Resource ID GRNLF1_PL1X2).

Pursuant to, *inter alia*, California Water Code section 80710, subdivision (b)(1)(B), the California Department of Water Resources (“CDWR”) is implementing the Electricity Supply Strategic Reliability Reserve Program created by California Assembly Bill 205, as amended by Assembly Bill 209 (“Program”), to secure generation resources for summer electrical reliability, under which CDWR may construct, own and operate, or contract for the construction and operation of, contract for the purchase of electricity from, or finance through loans, reimbursement agreements, or other contracts new emergency and temporary power generators for five megawatts or more (the “Strategic Resource Resources” or “SSR”). CDWR has requested Northern California Power Agency (“NCPA”) to provide Scheduling Coordinator Services (“Services”) for the SSR located in Yuba City, California (the “Yuba City SSR”).

In response to CDWR’s request, NCPA staff have developed the Agreement for Scheduling Coordinator Services between NCPA and CDWR (the “SC Agreement”), pursuant to which NCPA can supply Services to CDWR in support of the Yuba City SSR. The following are key terms contained in the SC Agreement: NCPA to act as Scheduling Coordinator for the Yuba City SSR; Term is Effective Date through December 31, 2028; Scope of Services include scheduling services, outage coordination, CAISO settlement validation, invoicing and operational coordination; CDWR will be subject to security deposit requirements; and NCPA’s liability is limited to the value of the Services Agreement.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval of the Agreement for Scheduling Coordinator Services between NCPA and CDWR to provide Scheduling Coordinator Services for the Yuba City Strategic Reserve Resource (Services Agreement), and to authorize the General Manager of NCPA to enter into the Services Agreement on behalf of NCPA, including any modifications to the Services Agreement approved by the NCPA General Counsel. This item will move forward to the next Commission Meeting scheduled on June 27, 2024 under Discussion/Action.

INFORMATIONAL ITEMS

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

NCPA RFP for Renewable Energy Resources – Staff I currently reviewing the responses to the NCPA 2024 Renewable/Storage RFP. This is planned to be completed by the end of June. NCPA staff has received a number of questions regarding the RFP. Member interest depends on size and type of resource. More battery storage is needed. Redding needs more RECs. Most Members already have enough solar in their portfolios.

Grace Solar Update – Staff is currently engaged in active PPA negotiations with NextEra. This resource/project was approved at the May Commission meeting. There are still outstanding questions with regards to CEQA. A draft PPA is being considered by both parties. Member interest includes Biggs, Gridley, Healdsburg, Lodi, Lompoc, Port of Oakland, Plumas-Sierra, Shasta Lake, Ukiah, and Santa Clara.

- 13. NCPA Disaster Recovery Center Update** – Staff provided an update on the status of activities regarding tenant improvements and buildout of the new property including decommissioning of the leased site.

NCPA Staff designed the server room for future expansion to serve as a redundant primary server room. NCPA requested the mechanical engineer evaluate the server room HVAC, as the mechanical schedule did not reflect the anticipated cooling. Mechanical Engineer provided documentation to incorporate the two 5-ton H.P.'s and two 3-mini splits into the design, including the necessary roof penetrations and re-routing of existing ductwork. The addition of two 5-ton HP would require significant Structural Engineering for the rooftop support.

Lionaki's in-house structural engineer provided a preliminary review of the increased structural load and determined that additional rooftop HVAC equipment would require significant structural engineering that was outside the project's scope of work and budget. Staff has determined that the DRC server room will be built as a backup, to NCPA's primary server room in Roseville. NCPA has identified an alternative that would need further exploration by an engineer for future expansion of the mechanical systems as a separate project.

Server Room HVAC Next Steps

- Capital Engineering to incorporate three 3-ton mini splits for the backup server room HVAC
- Lionakis to incorporate the updated mechanical drawings and provide NCPA will final review construction drawings

Upcoming Milestones

- Finalize server room mechanical requirements – Capital Engineering and Lionakis
- Provide final plans for review – Lionakis
- Technical manual – Lionakis
- Submit for plan check – Lionakis
- Submit for Public Works RFP – NCPA

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

CTs – CT1 had 4 starts of 0 forecasted. FYTD total is 66 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 27 starts.

- **Outages**
 - **CT1 Lodi** – Available
 - **CT1 Alameda U1/U2** – Planned outage started 5/1/24 @ 0001 and ended 5/31/24 @ 1041.
 - **CT2 STIG** – Available
- **CT1 Lodi Run Hours**
 - YTD hours 8.68 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
 - U1= 5.38 hrs. of 42 (during any consecutive 12-month period)
 - U2= 2.77 hrs. of 42 (during any consecutive 12-month period)
- **Safety**
 - No issues to report
- **Environmental**
 - No issues to report

Staff reviewed the CAISO Commitment Runs for May 2024.

Geo – The average net generation for the month of May was 81.9 MW. The total net generation was 60.9 GWh. FY 2024 net generation goal = 743.8 GWh. FY forecast net generation was 681.6 GWh. The FY actual net generation was 486.6 GWh at 28.6% below the forecast due to the recent unit outages at Geo. The Plant 1, Unit update includes boring bar installation, blade installation in Sullivan, MO and the L-1 blades have been delayed until 6/15. The Plant 1, Unit 1 Cooling Tower is about 50% completed now. The Geo asset report was reviewed for the month of April.

▪ **Wildfire Mitigation Plan Update**

- Firebreak Management is ongoing
- Wildfire Mitigation Plan 2023 review was completed
- Dip tank – Operational Monitoring
- Meeting with Western Area Power Administration (WAPA) to schedule Inspections on 230KV, 21KV lines.
 - Outage Work review for 2025
- GEO Public Safety Power Shutoff (PSPS) procedure – Under review

Hydro – During the month of May, Collierville (CV) Power House was at 100% availability with heavy generation volumes. New Spicer Meadows (NMS) Power House was at 97% availability due to PG&E TIGO with light generation volumes. The monthly generation profiles for CV and NMS were shared with the Committee. The snow water content is currently at 35% of normal for this time of year. Precipitation is at 32.7 inches. June precipitation was below normal. Hydrology is now tracking slightly below seasonal normal range for snow and rain this year. There is currently 2 feet of snow at New Spicer Meadows Power House. Maintenance during the month included Collierville 230 kV line breaker repair, tailwater suppressor maintenance, and collector ring brush change. Staff gave CCWD employees a tour of McKays and Beaver Creek. Logs booms were set at North Fork. Alpine Lake is spilling, plus the breaking of ice for barge mobilization to fix the damaged hand rails. New Spicer performed rapid response testing during the month.

Upper Reservoir Positions

- Alpine/Union/Utica/Spicer: 100%/100%/100%/96%

New Spicer Meadows Reservoir Storage

- 56,077, acre feet increase (44%) month-over-month
- 126,143-acre feet to 182,200-acre feet
- Spicer draft increased to 300 cfs

16. Planning and Operations Update

▪ **Resource Integrations**

- Lodi Strategic Reserve Resource – Testing in progress
- Scarlet Solar / BESS – May 2024
- Proxima Solar / BESS – May 2024
- Yellow Pine 2 BESS – June 2024
- Other BESS integrations

▪ **SCPA SC Transition Activities – June 1, 2024**

▪ **Resource Development**

- ZWEDC – negotiations complete
- Grace Solar Project – active negotiation, almost complete
- NCPA working to refresh Renewable RFP – Under Review

▪ **Ongoing daily operational activities**

- The monthly peak forecast for May – October 2024 was reviewed and discussed
- NCPA 2024 Summer Readiness Coordination Meeting with Members has been scheduled for June 26.

17. Next Meeting – The next regular Facilities Committee meeting is scheduled for July 3, 2024.

ADJOURNMENT

The meeting was adjourned at 12:00 pm by the Committee Chair.

DRAFT

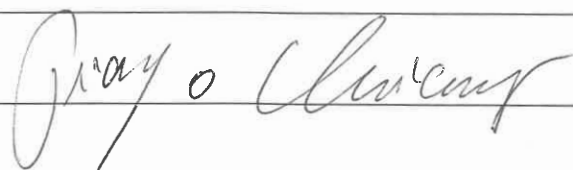

**Northern California Power Agency
June 5, 2024 Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
June 5, 2024 Facilities Committee Meeting
Attendance List**

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

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 25, 2024

SUBJECT: Worley Group, Inc. – Five Year Multi-Task Professional Services Agreement for Project Support Related Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Worley Group, Inc. for project support related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various project support related consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with HDR Engineering, Power Engineers and Thermal Engineering.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On July 3, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 8, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Multi-Task Professional Services Agreement with Worley Group, Inc.

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH WORLEY
GROUP, INC.**

(reference Staff Report XXX:24)

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

WHEREAS, Worley Group, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEY GROUP, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Worley Group, Inc., a Delaware corporation] with its office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2024 ("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").

- 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. Consultant, at no cost to Agency, shall reperform any Requested Services which were not performed in conformity with the standard of care specified in this Section, provided that Agency gives written notice to Consultant of such non-conformity within one (1) year after completion of the applicable Purchase Order under which the Requested Services were performed and Consultant's responsibility or liability for the repair or replacement of materials, equipment or facilities or the costs associated with such repair or replacement in no event shall exceed a total cumulative amount of one million dollars (\$1,000,000.00).
- 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 to perform the Requested Services.

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant a total cumulative amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes applicable to a provider of services, including employment taxes, that are incurred under this Agreement. Agency is solely responsible for the payment of federal, state and local sales taxes applicable to a purchaser of services that are 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 limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering commercial 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 limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured to the extent of the indemnities assumed by Consultant under the Agreement, 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 Not Used

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, adding the specific Agency member, SCPPA or Agency member for which the Services are to be performed as an additional insured to the extent of the indemnities assumed by Consultant under the Agreement.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the

Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

6.2 Consultant Not Agent. Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any

capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

Consultant can cancel this Agreement if Agency fails to pay undisputed amounts for 60 days after Agency receipt of invoice and Consultants provides notice to Agency and 10 business days to cure any failure to pay undisputed invoices.

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

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

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

parties to this Agreement any data, plans, specifications, reports and other documents.

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

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

9.4 Confidential Information and Disclosure.

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

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

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3.

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

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

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

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

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

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

10.7 Contract Administrator. This Agreement shall be administered by the 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:

Worley Group, Inc.
Attention: Jeremy George
2330 East Bidwell Street, Suite 150
Folsom, CA 95630

With a copy to:

Tim Evered
General Counsel – North America East
Worley Group Inc.
5995 Rogerdale Road
Houston, TX 77072

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency

651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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

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

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

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

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

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

10.16 Consequential Damages. Neither Consultant nor Agency shall be liable to the other for any punitive or exemplary damages or any indirect or consequential damages -including, but not limited to, damages based on loss of use, loss of generation or loss of generation profit.

10.17 Limitation of Liability. Excepting personal injury or property damage to third parties, where Agency employees are considered third parties, notwithstanding any other provision in this Agreement, in no event shall the total cumulative liability of Consultant for all Liabilities arising out of this Agreement and the Services hereunder, regardless of how the same may be caused, whether such Liabilities are based in contract, tort (including negligence), warranty, indemnity, strict liability or any other legal theory, exceed four million dollars (\$4,000,000).

// SIGNATURES ON NEXT PAGE //

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

NORTHERN CALIFORNIA POWER AGENCY

WORLEY GROUP, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ROBERT MARTIN,
Vice President, Power & New Energy

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Worley Group, Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), NCPA Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount as set forth in Section 2 of the Agreement. The hourly rates are provided in the table below.

NCPA Billing Classifications, Hourly Rates* and Expenses			
Classification	POSITION TITLE	2024 HOURLY RATES	
		Straight Time	Overtime
3A	Senior Project Manager / Engineering Manager	\$216.23	\$216.23
3B	Senior Supervising Engineer / Project Manager	\$193.14	\$193.14
4A	Supervising Engineer / Technical Consultant	\$172.53	\$172.53
4B	Principal Engineer / Project Engineer	\$158.00	\$158.00
5A	Sr. Engineer	\$139.82	\$139.82
5B	Engineer II	\$128.54	\$128.54
5C	Engineer I	\$116.27	\$116.27
4B	Principal Designer	\$161.03	\$196.42
5A	Sr. Designer	\$135.20	\$164.91
5D	Designer II	\$121.70	\$148.45
6A	Sr. CAD Technician	\$105.32	\$128.47
6B	CAD Technician	\$93.83	\$114.45
4B	Senior Project Control	\$139.83	\$139.83
5A	Project Control	\$116.27	\$116.27
5C	Principal Document Controller	\$97.82	\$119.32
5A	Procurement	\$139.83	\$139.83

*Labor rates are valid through December 31, 2024.

Upon 30 days advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this agreement.

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

NOTE: As a public agency, NCPA shall not reimburse 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

Worley Group, 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.



Worley Group, Inc.

Multi-Task Professional Services Agreement

Facilities Committee
July 3, 2024

Background

- This is a current NCPA vendor.
- The current agreement with Worley Group is expiring.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members
- Similar Agreements in Place:
 - HDR Engineering
 - Power Engineers
 - Thermal Engineering

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$500,000
- Services Provided:
 - Feasibility Studies / Business Model Development
 - Conceptual Design Cost / Planning
 - Engineering Services (preliminary and detailed)
 - Engineering Studies / Execution Planning
 - Operations and Maintenance Evaluation and Support
 - Vendor Quality Assurance
 - Construction Management
 - Start-up and Commissioning service

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Five Year Multi-Task Professional Services Agreement between NCPA and Worley Group, Inc., in an amount not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 25, 2024

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hatton Crane & Rigging, Inc. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various crane related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with American Crane Rental, Maxim Crane, OST Trucks & Cranes, Summit Crane and Titan Crane & Rigging.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

PENDING COMMITTEE APPROVALS:

AFTER FACILITIES APPROVAL: On July 3, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 8, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Multi-Task General Services Agreement with Hatton Crane & Rigging, Inc.

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH HATTON CRANE & RIGGING, INC.

(reference Staff Report XXX:24)

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

WHEREAS, Hatton Crane & Rigging, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HATTON CRANE & RIGGING, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Hatton Crane & Rigging, Inc., a corporation with its office located at 3643 Depot Road, Hayward, CA 94545 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Not Applicable.
- 4.4 Riggers Liability Insurance.** If the Services involves moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.
- 4.5 Pollution Insurance.** Not Applicable.
- 4.6 All Policies Requirements.**
- 4.6.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.6.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.6.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.6.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.6.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in

accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

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

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

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

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for

any Work performed when, Contractor is not in full compliance with this Section 12.

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

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by the 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.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Hatton Crane & Rigging, Inc.
Attention: Jessica Hebert
3643 Depot Road
Hayward, CA 94545

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt
General Counsel

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

HATTON CRANE & RIGGING, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

GARY HATTON,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Hatton Crane & Rigging, Inc. ("Contractor") shall provide crane services, including cranes and operators, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

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

Contractor may provide services at all Project Site Locations.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



January 1, 2024 - December 31, 2024

DISCOUNTED - OPERATED AND MAINTAINED HYDRAULIC TRUCK CRANES -DISCOUNTED				
Size	Boom / Jib	CTWT (lbs)	Rate	Minimum Hour Crew
18 Ton BT	82'	N/A	\$215.00	4 1
30 Ton BT	112'	N/A	\$230.00	4 1
40 Ton BT	127	N/A	\$245.00	4 1
60 Ton BT	128' + 26' / 45'	N/A	\$266.00	4 1
60 Ton	110' + 28.5' / 51'	N/A	\$290.00	4 1
75 Ton	115' + 36.5' / 61'	13,000	\$310.00	4 1
80 Ton	127' + 38' / 64'	13,000	\$315.00	4 1
90 Ton RT	140' + 32' / 58'	28,800	\$285.00	8 1
100 Ton	140' + 32' / 58'	8,500	\$320.00	4 1
100 Ton	140' + 32' / 58'	39,500	\$435.00	8 2
110 Ton	142' + 32' / 56'	9,000	\$320.00	4 1
110 Ton	142' + 32' / 56'	48,500	\$437.00	8 2
110 Ton RT	164' + 34' / 62'	30,900	\$285.00	8 1
120 Ton	164' + 35' / 58'	6,000	\$340.00	4 1
120 Ton	164' + 35' / 58'	49,100	\$460.00	8 2
150 Ton	197' + 23' / 46' / 72'	up to 48,000	\$532.00	8 2
160 Ton RT	195' + 31' / 55'	59,000	\$510.00	8 2
175 Ton	197' + 23' / 46' / 72'	up to 92,000	\$585.00	8 2
200 Ton	197' + 23' / 46' / 72'	up to 119,000	\$608.00	8 2
265 Ton	197' + 23' / 46' / 72'	up to 163,000	\$637.00	8 2
275 Ton	246' + 12' + / 38' / 66'	up to 158,700	\$650.00	8 2
300 Ton	197' + 8.2'	up to 165,300	\$700.00	8 2
350 Ton	197' + 8.2' + 259'	up to 165,300	\$800.00	8 2
400 Ton	197' + 8.2' + 259'	up to 209,400	\$900.00	8 2
450 Ton MW & LUFF	197' + 8.2' + 259'	up to 297,000	\$950.00	8 2
Work performed over (8) hours and / or before 5 AM or on Saturday (Over Time) Additional cost				\$ 65.00 / HR.
				\$ 130.00 / HR.
Work performed over (10) hours and / or before 5 AM or on Sunday (Double Time) Additional cost				\$ 130.00 / HR.
				\$ 260.00 / HR.
ADDITIONAL LABOR & EQUIPMENT				
Labor		Qualifications	Rate Per Hour	Minimum
Rigger / Signalman / CCO Operator		Certified	\$170.00	8 Hr.
Rigger Foreman		Certified	\$205.00	8 Hr.
Lift Director		Certified	\$230.00	8 Hr.
Trucking units / equipment with crane work (Does not include Over Size & Weight Units or Permits)			\$180.00	4 Hr.
Spreader bar, Concrete Hopper, Debris Box, Certified Man Basket, Pallet Forks & Misc. Accessories			\$300.00	Per Day + Delivery

PROVISIONS & FEES
<p>*All labor and equipment charges will be subject and invoiced to the terms of our current union labor agreements.</p> <p>*If job is cancelled less than 24 hour in advance of the scheduled start time 50% of the Lump Sum will be charged.</p> <p>*Crane and labor minimum charges are 4, 6 & 8 hour minimums portal to portal.</p> <p>Receive & Store units / materials \$2.50 per sq ft per month (1 month minimum)</p> <p>Lift Plans: Basic \$250.00 Intermediate \$1,500.00 Advanced \$2,500.00</p> <p>*12% Fuel & Insurance Surcharge will be billed on all jobs.</p> <p>4% on Credit Card Fee Transportation Permit \$100.00 FAA Permits \$200.00 OCIP / Certified Payroll \$500.00 Pay App \$250.00</p>

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

Upon 30 days advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders by no more than 4% over the previous year. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Hatton Crane & Rigging, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Hatton Crane & Rigging, Inc.

Multi-Task General Services Agreement

Facilities Committee
July 3, 2024

Background

- This is a current NCPA vendor.
- The current agreement with Hatton is expiring.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members
- Similar Agreements in Place:
 - American Crane Rental
 - Maxim Crane
 - OST Trucks & Cranes
 - Summit Crane
 - Titan Crane & Rigging

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$1,500,000
- Services Provided:
 - Engineering and Project Management for crane rental projects
 - Crane and lift training
 - Engineered crane lifts
 - Crane rentals and crane rental services
 - Rigging services / Heavy lifts / On-site evaluations
 - Operated and Maintained Crane Rental
 - Base crane rental
- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Five Year Multi-Task General Services Agreement between NCPA and Hatton Crane & Rigging, Inc., in an amount not to exceed \$1,500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 25, 2024

SUBJECT: Farwest Insulation Contracting – Five Year Multi-Task General Services Agreement for Insulation, Electrical Tracing and Protective Coating Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Farwest Insulation Contracting for insulation, electrical tracing and protective coating related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various insulation, electrical tracing and protective coating related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with American Insulation & Scaffolding, APCCO, Bayside Insulation & Construction and Sunshine Metal Clad.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$3,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

PENDING COMMITTEE APPROVALS:

AFTER FACILITIES APPROVAL: On July 3, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 8, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Multi-Task General Services Agreement with Farwest Insulation Contracting

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH FARWEST INSULATION CONTRACTING

(reference Staff Report XXX:24)

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

WHEREAS, Farwest Insulation Contracting is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FARWEST INSULATION CONTRACTING

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Farwest Insulation Contracting, a corporation, with its office located at 1220 S. Sherman Street, Anaheim, CA 92805 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** THREE MILLION FIVE HUNDRED THOUSAND dollars (\$3,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

13.7 Contract Administrator. This Agreement shall be administered by the 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.

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

Farwest Insulation Contracting
Attention: Rory McDonnell
672 Enterprise Court
Livermore, CA 94550

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

FARWEST INSULATION CONTRACTING

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ERIC B. SARMENTO,
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Farwest Insulation Contracting ("Contractor") shall provide insulation, electrical tracing and protective coatings related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Insulation
- Electrical Tracing
- Protective Coatings

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Insulation & Lagging Rates:

Classification	Straight Time	Over Time	Double Time
General Foreman	\$ 153.66	\$ 214.36	\$ 275.05
Forman	\$ 150.22	\$ 209.20	\$ 268.17
Mechanic	\$ 143.34	\$ 198.87	\$ 254.41
Apprentice 5th Year	\$ 128.81	\$ 177.64	\$ 228.61
Apprentice 4th Year	\$ 117.56	\$ 160.76	\$ 206.11
Apprentice 3rd Year	\$ 100.67	\$ 136.50	\$ 172.32
Apprentice 2nd year	\$ 79.94	\$ 108.66	\$ 137.38
Apprentice 1st Year	\$ 57.88	\$ 80.01	\$ 102.14

Site Support	Hourly Rate
Project Manager	\$ 120.00
Superintendent	\$ 110.00
Field Engineer	\$ 90.00
Clerk	\$ 75.00

Daily travel expense is \$16.00 per day per employee

Coating & Finish Rates:

Classification	Straight Time	Over Time	Double Time
Superintendent	\$ 145.04	\$ 199.56	\$ 254.08
Forman	\$ 139.88	\$ 191.82	\$ 243.76
Journey person	\$ 133.00	\$ 181.50	\$ 229.99
Apprentice 10	\$ 127.19	\$ 173.26	\$ 219.33
Apprentice 9	\$ 121.37	\$ 165.02	\$ 208.67
Apprentice 8	\$ 115.56	\$ 156.78	\$ 198.00
Apprentice 7	\$ 109.75	\$ 148.54	\$ 187.34
Apprentice 6	\$ 103.95	\$ 140.33	\$ 176.71
Apprentice 5	\$ 98.13	\$ 132.08	\$ 166.03
Apprentice 4	\$ 92.31	\$ 123.84	\$ 155.36
Apprentice 3	\$ 86.50	\$ 115.60	\$ 144.70
Apprentice 2	\$ 80.69	\$ 107.36	\$ 134.04
Apprentice 1	\$ 74.87	\$ 99.12	\$ 123.37
Apprentice 0	\$ 51.41	\$ 68.75	\$ 86.08

Site Support	Hourly Rate
Project Manager	\$ 120.00
Superintendent	\$ 110.00
Field Engineer	\$ 90.00
Clerk	\$ 75.00

Travel: Dailey travel expense is calculated by painters who jobsite report more than fifty (50) miles from the point of, shall receive their Taxable Net Wage Rate for all time spent traveling beyond fifty (50) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than fifty (50) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the fifty (50) miles.

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

Upon 30 days advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Farwest Insulation Contracting

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Farwest Insulation Contracting Multi-Task General Services Agreement

Facilities Committee
July 3, 2024

Background

- This is a current NCPA vendor.
- The current agreement with Farwest is expiring.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members
- Similar Agreements in Place:
 - American Insulation & Scaffolding
 - APCCO
 - Bayside Insulation & Construction
 - Sunshine Metal Clad

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$3,500,000
- Services Provided:
 - Insulation
 - Electrical Tracing
 - Protective Coatings
- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Five Year Multi-Task General Services Agreement between NCPA and Farwest Insulation Contracting, in an amount not to exceed \$3,500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 25, 2024

SUBJECT: EverLine Compliance CA, LLC – Third Amendment to Five Year Multi-Task General Services Agreement for Pipeline Maintenance Operations Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Third Amendment to the Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline operations and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to FR Integrity, LLC dba EverLine Compliance, LLC, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

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

Effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC.

Effective July 25, 2023, NCPA and EverLine Compliance CA, LLC entered into a Second Amendment, removing reference to Agency Members, SCPPA and SCPPA Members and modify Exhibit A to include control room services.

Effective February 29, 2024, EverLine Compliance CA, LLC was fully merged with its parent company FR Integrity, LLC dba EverLine Compliance, LLC. The Parties now desire to amend the agreement to reflect this change. NCPA does not have other agreements for similar services at this time.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On July 3, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 8, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (5):

- Resolution 24-XX
- Multi-Task General Services Agreement with Energy Project Solutions, LLC
- First Amendment to Multi-Task General Services Agreement with Energy Project Solutions, LLC Accepting Assignment to EverLine Compliance CA, LLC
- Second Amendment to Multi-Task General Services Agreement with EverLine Compliance CA, LLC
- Third Amendment to Multi-Task General Services Agreement with EverLine Compliance CA, LLC Accepting Assignment to FR Integrity, LLC dba EverLine Compliance, LLC

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A THIRD AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH EVERLINE COMPLIANCE CA, LLC ACCEPTING ASSIGNMENT TO FR INTEGRITY, LLC DBA EVERLINE COMPLIANCE, LLC

(reference Staff Report #XXX:24)

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

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

WHEREAS, effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC; and

WHEREAS, effective July 25, 2023, NCPA and EverLine Compliance CA, LLC entered into a Second Amendment, removing reference to Agency Members, SCPPA and SCPPA Members and modify Exhibit A to include control room services; and

WHEREAS, effective February 29, 2024, EverLine Compliance CA, LLC was fully merged with its parent company FR Integrity, LLC dba EverLine Compliance, LLC; and the Parties now desire to amend the agreement to reflect this change; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Third Amendment to the Multi-Task General Services Agreement with EverLine Compliance CA, LLC, with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to FR Integrity, LLC dba EverLine Compliance, LLC, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVERLINE COMPLIANCE CA, LLC

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

July 25, 2023.

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

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on April 18, 2022 to assign the agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC to effectuate its name change; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add additional required regulatory control room services; 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:


The remainder of Section 2 of the Agreement is unchanged.

1. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
2. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

SIGNATURES ON NEXT PAGE

Date: 7/25/23

NORTHERN CALIFORNIA POWER AGENCY



RANDY S. HOWARD,
General Manager

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

Date: 6/26/23

EVERLINE COMPLIANCE CA, LLC



LOUIS KRANNICH,
President

EXHIBIT A

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

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items
- Required regulatory control room services

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

Specific CT1 Alameda are detailed on the following pages:

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

investigation - engineering review							
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public

							Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures.

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

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

Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
Integrity Management							
IMP procedures annual review	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.

IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMSA	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.
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(All references to "EPS" in table above is EverLine Compliance CA, LLC)

CT1 Alameda Control Room Services:

1. Facility Description

- a. EverLine will provide control room services for NCPA's 1-mile Natural Gas pipeline.

2. Project Management

- a. EverLine will assign a Project Manager to coordinate the integration with NCPA's assigned point of contact.
- b. Project Schedule: EverLine's Project Manager will prepare a schedule for submission to a designated NCPA representative. The schedule will detail the major technical milestones for the project and EverLine's major project activities.
- c. Project Updates: At periodic intervals, EverLine's Project Manager will prepare a status report for submission to a designated NCPA representative. The reports will detail project progress, possible conflicts or sighted delays, scheduling requirements, and information/services required from NCPA to ensure timely project progress.

3. SCADA Design and Configuration

- a. EverLine will use information provided by NCPA along with field notes as a guide to building out the SCADA application, network, and system environment. The SCADA application and network equipment shall reside inside EverLine's secured data center located in downtown Houston for primary and Las Vegas for backup. Both locations shall be real time synchronized for instantaneous fail-over.
- b. Design: EverLine will adhere to its existing SCADA Functional Technical Specification for SCADA design to incorporate NCPA's assets into EverLine's ClearSCADA application. EverLine will work closely with NCPA to define any requested format/layout/orientation preferences prior to commencing screen development.
- c. Alarm D&R: EverLine will complete an Alarm Determination and Rationalization and will maintain a Master Alarm Database
- d. Customer Access: EverLine will provide NCPA personnel with 24/7 read-only access to EverLine's ClearSCADA screens

4. Network Configuration

- a. EverLine will provide a secure SCADA network with a Dedicated DMZ for all field communication and remote user access.
- b. EverLine will establish a network connection between one or more locations within NCPA's local network, and EverLine's data center. These communication paths will be encrypted for a secure connection and replicated for EverLine's secondary data center.
- c. EverLine will provide all necessary hardware that sits inside the EverLine colocation. Hardware and associated configuration inside NCPA's environment is NCPA's responsibility and not included in this scope of work.

5. System Testing

- a. EverLine will be responsible for documenting the Point to Point (P2P) testing process from EverLine's facility in coordination with an NCPA field technician. EverLine's staff will perform troubleshooting of and correction to the SCADA system as required during P2P.

6. Control Room Services:

- a. 24/7 Monitoring and Control Services: EverLine will provide 24/7 remote monitoring and/or control of valves, pumps, meters, pressure transmitters, tanks, and other safety related devices to facilitate normal operating procedures and respond to abnormal and emergency conditions. EverLine will develop standard control room operating procedures in coordination with NCPA to define required actions during normal, abnormal, and emergency conditions, including interactions with NCPA's field personnel, NCPA's commercial personnel and third-party operators. EverLine will make 24/7 notifications to NCPA's operations personnel based on pre-determined safety limits, abnormal operating conditions, or emergency conditions.

- b. CRM Compliance Management: EverLine will adhere to all CRM compliance requirements including a CRM Plan, staffing, alarm management, management of change, training, testing, reporting, documentation, and audit support. EverLine will provide training, qualifications and drug and alcohol testing for all control room personnel performing covered tasks. EverLine will host and/or attend any regulatory audits associated with NCPA's control room operations.
- c. 24/7 SCADA and Network Maintenance and Support: EverLine will provide 24/7 network maintenance and support for EverLine's primary control center and backup control center including supporting infrastructure and the network connections from EverLine's control centers to NCPA's local network.
- d. Backup Control Center: EverLine's operations include a fully operational backup control room in San Antonio, TX that contains functionally equivalent components to the Primary Control Room and can perform all operational SCADA functions as backup to the Primary Control Center. EverLine will relocate and assume operations from this backup center in the event of a planned emergency (e.g. Hurricane).
- e. Operational Reporting: EverLine will provide NCPA with any compliance related documentation but will not provide any incremental operational reporting (hourly / daily meter reports, system balance) as part of this scope of work.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

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

CT1 Alameda Control Room Services Cost:

Set-Up Fee:

- a. EverLine will charge a one-time Set-Up Fee of \$16,220 for the initial installation, with 50% due upon signing of an agreement and the remainder due on the commencement date. The Set-Up Fee includes the following:
 - i. Develop and configure SCADA screens
 - ii. Integrate NCPA's assets into CRM Plan
 - iii. Integrate NCPA's control room operations procedures
 - iv. Integrate NCPA's alarm philosophy
 - v. Integrate call-out procedures (AOC/Emergency)
 - vi. Train EverLine's controllers on NCPA's systems
 - vii. Establish communications from control room to local network
 - viii. Complete point to point testing

Annual Service Fee

- a. EverLine will charge an Annual Service Fee of \$44,700 payable in equal monthly installments of \$3,725. EverLine will charge an escalation factor of 3% for each year after the first year of service. The Annual Service Fee includes the following:
 - i. Staff Qualified Controllers
 - ii. 24/7 monitor, control, and dispatch service
 - iii. AOC/Emergency notifications and documentation
 - iv. Daily coordination with field operations
 - v. Control room network system maintenance
 - vi. CRM daily shift turnover reporting
 - vii. CRM monthly alarm management reporting
 - viii. CRM training program
 - ix. CRM workload analysis studies
 - x. CRM communications plan testing
 - xi. CRM management of change reporting
 - xii. CRM records retention and audit support
 - xiii. CRM periodic point to point testing
 - xiv. CRM backup system testing
 - xv. CRM audit support
 - xvi. Dedicated DMZ

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

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



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

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EverLine Compliance CA, LLC ("Contractor") (collectively referred to as "the Parties") as of April 18, 2022.

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

Date: 4/18/22

NORTHERN CALIFORNIA POWER AGENCY



RANDY S. HOWARD, General Manager

Date: 4/7/2022

EVERLINE COMPLIANCE CA, LLC



**LOUIS KRANNICH,
President**

Date: 4/11/2022

ENERGY PROJECT SOLUTIONS, LLC



**MICHAEL FINCH,
Director**

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

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

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

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

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

Identified Tasks, Frequency, & Task Assignments

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

Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public

							Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA

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

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

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Finch

(Name of person signing affidavit)(Title)

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

EverLine Compliance CA, LLC

(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 11th day of April, 20 22.

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.



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

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

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

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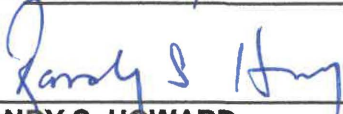
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

ENERGY PROJECT SOLUTIONS, LLC

Date 6/1/20

Date 5/11/2020



RANDY S. HOWARD,
General Manager



MICHAEL FINCH,
Chief Operating Officer

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

COMPENSATION SCHEDULE AND HOURLY FEES

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

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Finch, Chief Operating Officer

(Name of person signing affidavit)(Title)

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

Energy Project Solutions, LLC

(Company name)

for contract work at:

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

(Project name and location)

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


(Signature of officer or agent)

Dated this 11 day of May, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**THIRD AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND EVERLINE COMPLIANCE CA, LLC
ACCEPTING ASSIGNMENT TO FR INTEGRITY, LLC DBA EVERLINE COMPLIANCE, LLC**

This Third Amendment (“Amendment”) to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and FR Integrity, LLC dba EverLine Compliance, LLC (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2024.

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

WHEREAS, effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC. The Parties entered into a First Amendment to the Multi-Task General Services Agreement dated effective April 18, 2022 to assign the agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC to effectuate its name change; and

WHEREAS, the Parties entered into a Second Amendment to the Multi-Task General Services Agreement dated effective July 25, 2023 to remove reference to Agency Members, the Southern California Public Power Authority (SCPPA) and SCPPA Members and to modify Exhibit A to include control room services; and

WHEREAS, effective February 29, 2024, EverLine Compliance CA, LLC was fully merged with its parent company FR Integrity, LLC dba EverLine Compliance LLC, and the Parties now desire to amend the agreement to reflect this change; and

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

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

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

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

WHEREAS, the Parties and EverLine Compliance CA, LLC agree to the assignment of the Agreement to FR Integrity, LLC dba EverLine Compliance, LLC; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **As of the Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

"This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and FR Integrity, LLC dba EverLine Compliance, LLC, a limited liability company, with its office located at 9720 Cypresswood Drive, Suite 360, Houston, TX 77070 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California."

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

13.7 Contract Administrator. This Agreement shall be administered by the 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.

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

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

FR Integrity, LLC dba EverLine Compliance, LLC
Attn: Trent Ackhurst
9720 Cypresswood Drive, Suite 360
Houston, TX 77070

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD
General Manager

Date: _____

FR INTEGRITY, LLC DBA
EVERLINE COMPLIANCE, LLC

TRENT ACKHURST,
VP Compliance & Integrity

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

FR Integrity, LLC dba EverLine Compliance, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA:

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items
- Required regulatory control room services

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

Specific CT1 Alameda are detailed on the following pages:

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

Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMSA	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMSA	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMSA	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMSA	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMSA	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMSA	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).

Third Amendment to Multi-Task General Services Agreement between
Northern California Power Agency and EverLine Compliance CA, LLC
Accepting Assignment to FR Integrity, LLC dba EverLine Compliance, LLC.

GS-VEN-2020-039

Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA

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

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

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

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

(All references to "EPS" in table above is FR Integrity, LLC dba EverLine Compliance, LLC)

CT1 Alameda Control Room Services:

1. Facility Description

- a. EverLine will provide control room services for NCPA's 1-mile Natural Gas pipeline.

2. Project Management

- a. EverLine will assign a Project Manager to coordinate the integration with NCPA's assigned point of contact.
- b. Project Schedule: EverLine's Project Manager will prepare a schedule for submission to a designated NCPA representative. The schedule will detail the major technical milestones for the project and EverLine's major project activities.
- c. Project Updates: At periodic intervals, EverLine's Project Manager will prepare a status report for submission to a designated NCPA representative. The reports will detail project progress, possible conflicts or sighted delays, scheduling requirements, and information/services required from NCPA to ensure timely project progress.

3. SCADA Design and Configuration

- a. EverLine will use information provided by NCPA along with field notes as a guide to building out the SCADA application, network, and system environment. The SCADA application and network equipment shall reside inside EverLine's secured data center located in downtown Houston for primary and Las Vegas for backup. Both locations shall be real time synchronized for instantaneous fail-over.
- b. Design: EverLine will adhere to its existing SCADA Functional Technical Specification for SCADA design to incorporate NCPA's assets into EverLine's ClearSCADA application. EverLine will work closely with NCPA to define any requested format/layout/orientation preferences prior to commencing screen development.
- c. Alarm D&R: EverLine will complete an Alarm Determination and Rationalization and will maintain a Master Alarm Database
- d. Customer Access: EverLine will provide NCPA personnel with 24/7 read-only access to EverLine's ClearSCADA screens

4. Network Configuration

- a. EverLine will provide a secure SCADA network with a Dedicated DMZ for all field communication and remote user access.
- b. EverLine will establish a network connection between one or more locations within NCPA's local network, and EverLine's data center. These communication paths will be encrypted for a secure connection and replicated for EverLine's secondary data center.
- c. EverLine will provide all necessary hardware that sits inside the EverLine colocation. Hardware and associated configuration inside NCPA's environment is NCPA's responsibility and not included in this scope of work.

5. System Testing

- a. EverLine will be responsible for documenting the Point to Point (P2P) testing process from EverLine's facility in coordination with an NCPA field technician. EverLine's staff will perform troubleshooting of and correction to the SCADA system as required during P2P.

6. Control Room Services:

- a. 24/7 Monitoring and Control Services: EverLine will provide 24/7 remote monitoring and/or control of valves, pumps, meters, pressure transmitters, tanks, and other safety related devices to facilitate normal operating procedures and respond to abnormal and emergency conditions. EverLine will develop standard control room operating procedures in coordination with NCPA to define required actions during normal, abnormal, and emergency conditions, including interactions with NCPA's field personnel, NCPA's commercial personnel and third-party operators. EverLine will make 24/7 notifications to NCPA's operations personnel based on pre-determined safety limits, abnormal operating conditions, or emergency conditions.

- b. CRM Compliance Management: EverLine will adhere to all CRM compliance requirements including a CRM Plan, staffing, alarm management, management of change, training, testing, reporting, documentation, and audit support. EverLine will provide training, qualifications and drug and alcohol testing for all control room personnel performing covered tasks. EverLine will host and/or attend any regulatory audits associated with NCPA's control room operations.
- c. 24/7 SCADA and Network Maintenance and Support: EverLine will provide 24/7 network maintenance and support for EverLine's primary control center and backup control center including supporting infrastructure and the network connections from EverLine's control centers to NCPA's local network.
- d. Backup Control Center: EverLine's operations include a fully operational backup control room in San Antonio, TX that contains functionally equivalent components to the Primary Control Room and can perform all operational SCADA functions as backup to the Primary Control Center. EverLine will relocate and assume operations from this backup center in the event of a planned emergency (e.g. Hurricane).
- e. Operational Reporting: EverLine will provide NCPA with any compliance related documentation but will not provide any incremental operational reporting (hourly / daily meter reports, system balance) as part of this scope of work.

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:

FR Integrity, LLC dba EverLine Compliance, 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.



EverLine Compliance CA, LLC Third Amendment to Multi-Task General Services Agreement

Facilities Committee
July 3, 2024

Background

- NCPA entered into a Five Year Multi-Task General Services Agreement with Energy Project Solutions, LLC, effective June 1, 2020, to provide pipeline operations maintenance services at all NCPA, NCPA Members, SCPPA and SCPPA Members.
- Effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC.
- Effective July 25, 2023, NCPA and EverLine Compliance CA, LLC entered into a Second Amendment, removing reference to Agency Members, SCPPA and SCPPA Members and modify Exhibit A to add control room services.

Background

- Effective Month Day, 2024, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC; and the Agency desires to agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and
- Effective February 29, 2024, EverLine Compliance CA, LLC was fully merged with its parent company FR Integrity, LLC dba EverLine Compliance, LLC.
- The Parties now desire to amend the agreement to reflect this change.

General Scope of Work

- Cost = Remains Not to Exceed \$1,000,000
- Scope of Work
 - Pipeline Operations Maintenance
 - Control Room Services (required regulatory services by DOT PHMSA)
- Similar Agreements in Place:
 - None at this time

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Third Amendment to the Five Year Multi-Task General Services Agreement, assigning the Agreement to FR Integrity, LLC dba EverLine Compliance, LLC, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 25, 2024

SUBJECT: Conco Services LLC – Five Year Multi-Task General Services Agreement for Specialized Cleaning and Testing of Industrial Equipment Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Conco Services LLC for specialized cleaning and testing of industrial equipment services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Various specialized cleaning and testing of industrial equipment services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Northern Industrial Construction, Ancon (Ancon Marine dba), Mistras Group, Inc., TEAM Industrial Services, Inc., and Southern Counties Lubricants.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On July 3, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 8, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Multi-Task General Services Agreement with Conco Services LLC

RESOLUTION 24-XX

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

(reference Staff Report #XXX:24)

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

WHEREAS, Conco Services LLC is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Conco Services LLC, a limited liability company with its office located at 530 Jones Street, Verona, PA 15147-1121 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE MILLION** dollars (\$5,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

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

4.5 All Policies Requirements.

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

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

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

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

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

Section 10. PROJECT SITE.

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

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

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

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

Paul Erickson
Regional Account Manager
Conco Services LLC
530 Jones Street
Verona, PA 15147

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

CONCO SERVICES LLC

Date_____

Date_____

RANDY S. HOWARD, General Manager

EDWARD SAXON, CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Conco Services LLC ("Contractor") shall provide specialized cleaning and testing of industrial equipment services, including labor and materials for outages and general maintenance work, as requested by 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 include, but are not limited to the following:

Cleaning Services

- Pro Series & TruFit Tube Cleaning
- HydroDrill
- Excaliber
- FinTech ACC
- Shell Side Cleaning
- Laboratory Services

Testing Services

- Nondestructive Testing services
- Leak Detection Services
- Video Inspection
- Hydrostatic Pipe Testing Services

Pre-Commissioning Services

- Steam Blowing
- Air Blow Cleaning Services
- Oil Filtration Services
- Oil Reclamation Services
- Hydraulic System Decontamination
- Oil Flushing
- MHC & EHC Flushing
- Tank Cleaning

Maintenance Services

- Tube Plugging Services
- Retubing Services

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

The Contractor will ensure the labor rates meet California Prevailing Wage requirements for Sonoma County, or the county where Work is being performed. Periodic wage adjustments will be discussed between the Parties to ensure Labor Rates continue to meet California law throughout the duration of the contract.

The rates and total project cost will be outlined in the individual project proposals presented for review and approval under this Agreement.

Current Rates set forth on the following pages 20 – 42.

Aqua Drill International					
Craft Designation	Base Rate	Straight Time	Over Time	Holiday Time	Per Diem
Direct Labor Classifications					
Project Manager	\$55.50	\$97.96	\$131.72	\$165.47	GSA Rate
Project Engineer	\$65.50	\$115.61	\$155.45	\$195.29	GSA Rate
Safety Manager	\$52.00	\$91.78	\$123.41	\$155.04	GSA Rate
Aqua Milling Operator	\$34.00	\$60.01	\$80.69	\$101.37	GSA Rate
Aqua Milling Technician	\$39.50	\$69.72	\$93.74	\$117.77	GSA Rate
Aqua Milling Supervisor	\$45.00	\$79.43	\$106.80	\$134.17	GSA Rate
Remote Video Inspection Supervisor	\$55.50	\$97.96	\$131.72	\$165.47	GSA Rate
Remote Video Inspection Operator	\$45.00	\$79.43	\$106.80	\$134.17	GSA Rate
Projects Time Keeper	\$31.50	\$55.60	\$74.76	\$93.92	GSA Rate
Projects Quality Assurance	\$45.00	\$79.43	\$106.80	\$134.17	GSA Rate
Projects Administrator	\$38.00	\$67.07	\$90.18	\$113.30	GSA Rate
Notes:					
Custom Engineering Design Quoted Separately					
Custom Engineered Design Fabrication and Material Quoted Separately					
Standard Minimum Crew consist of (1) Supervisor and (2) Aqua Milling Operators					
Additional Crew Members added based on the Work Scope: Size and Complexity					
Crew shall be defined in Project Specific ADI Proposals presented prior to Award of Work					
Holidays Include:					
New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Day After and Christmas Day					

Aqua Drill International	
Markup Descriptions	Markup %
Materials (Damaged Hoses, etc.)	5%
Third Party Rentals (Air Compressors, Frac Tanks, Berms etc)	10%
Subcontractors (Steam Blows, Chemical Cleaning etc)	12%
Delivered Diesel and Surcharges at Cost Plus	10%
Hotel	5%
AirFare	5%
Car Rental	5%
Note: Travel Expenses such as Hotel, Airfare and Car Rental only charged / permitted if stated in Buyer's Purchase Order.	
Crew Travel	Unit Rate
Heavy Equipment Transit (OTR) - Tractor Trailer with Containerized Pump	\$3.25 / mile
Standard Support Vehicle - Car / Truck / Van	IRS Rate
Crew Travel Rate - (1) Supervisor + (2) Operators	\$200/ hr
Travel Meal	\$50 / day
Accommodations	Cost + 5%

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Equipment Rate Sheet

Pumps

Item Description	Fuel Consumption (GPH)	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Stand-by Billable Rate (\$/UOP)	Billing Item Code
HP Pump 200 HP - 10k - 25 GPM	5	Hour	\$ 165.33	\$ 140.53	HPP-01
HP Pump 300 HP - 10k - 43 GPM	10	Hour	\$ 175.33	\$ 149.03	HPP-02
HP Pump 450 HP - 10k - 68 GPM	12	Hour	\$ 185.33	\$ 157.53	HPP-03
HP Pump 600 HP - 10k - 86 GPM	17.5	Hour	\$ 225.33	\$ 191.53	HPP-04
HP Pump 1000 HP - 10k - 143 GPM	27.4	Hour	\$ 450.33	\$ 382.78	HPP-05
HP Pump 2150 HP - 8k - 400 GPM	58	Hour	\$ 950.33	\$ 807.78	HPP-06
HP Pump 200 HP - 20k - 13 GPM	8	Hour	\$ 130.50	\$ 110.93	HPP-07
HP Pump 300 HP - 20k - 23 GPM	12	Hour	\$ 175.50	\$ 149.18	HPP-08
HP Pump 450 HP - 20k - 34 GPM	15	Hour	\$ 225.33	\$ 191.53	HPP-09
HP Pump 600 HP - 20k - 43 GPM	17.5	Hour	\$ 235.00	\$ 199.75	HPP-10
HP Pump 1000 HP - 20k - 143 GPM	27.4	Hour	\$ 450.33	\$ 382.78	HPP-11
HP Pump 200 HP - 40k - 6 GPM	12	Hour	\$ 180.33	\$ 153.28	HPP-12
HP Pump 300 HP - 40k - 10 GPM	17.5	Hour	\$ 195.50	\$ 166.18	HPP-13
HP Pump 450 HP - 40k - 14 GPM	27.4	Hour	\$ 225.33	\$ 191.53	HPP-14
HP Pump 600 HP - 40k - 22 GPM	35.5	Hour	\$ 252.00	\$ 214.20	HPP-15
HP Pump 100 HP - 10k - 10 GPM	4	Hour	\$ 90.00	\$ 76.50	HPP-16
HP Pump 750 HP - 24k - 44 GPM	27.4	Hour	\$ 275.00	\$ 233.75	HPP-17
Pressure Washer - 3k - 3.5 GPM	3	Hour	\$ 148.50	\$ 126.23	PWP-01
Pressure Washer - 1k - 50 GPM	3	Hour	\$ 148.50	\$ 126.23	PWP-02
Hotsy Pressure washer - 3k - 3.5 GPM	3	Hour	\$ 157.50	\$ 133.88	PWP-03
All HP Pumps charged at 8 Hr / Shift Minimum Charge					

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Equipment Rate Sheet

Cleaning Equipment and Video Inspection

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Auto Shotgun Stationary (bundle)	Hour	\$ 285.33	AQEX-01
Auto Shotgun Track Mount (bundle)	Hour	\$ 295.00	AQEX-02
Flex Lance Automated - 1 lance (bundle)	Hour	\$ 235.00	ATF-01
Flex Lance Automated - 2,3 lance (bundle)	Hour	\$ 255.33	ATF-02
Flex Lance Automated - 4,5 lance (bundle)	Hour	\$ 275.33	ATF-03
Stiff Lance Rotating Automated - 1 lance (bundle)	Hour	\$ 235.00	AQLAN-01
Stiff Lance Rotating Automated - 2,3 lance (bundle)	Hour	\$ 255.33	AQLAN-02
Stiff Lance Rotating Automated - 4,5 lance (bundle)	Hour	\$ 275.33	AQLAN-03
Stiff Lance Non-Rotating Automated - 1-3 lance (bundle)	Hour	\$ 235.33	AQLAN-04
Stiff Lance Non-Rotating Automated - 4,5 lance (bundle)	Hour	\$ 255.33	AQLAN-05
Low volume line mole rotating (bundle)	Hour	\$ 235.00	AMLV-01
High volume line mole rotating (bundle)	Hour	\$ 425.00	AMHV-01
High Pressure Line Mole Rotating (bundle)	Hour	\$ 285.00	AMHP-01
Boiler Tube Cleaning (BTC) (bundle)	Hour	\$ 235.00	BTC-01
Internal Bundle Cleaner (IBC)	Hour	\$ 295.00	IBC-01
Shell Side Cleaner or External Bundle Cleaner	Hour	\$ 235.00	SSROL-01
2D Nozzle Low Volume (bundle)	Hour	\$ 280.00	2DLV-01
2D nozzle High Volume (bundle)	Hour	\$ 280.00	2DHV-01
3D nozzle Low Volume (bundle)	Hour	\$ 280.00	3DLV-01
3D Nozzle High Volume (bundle)	Hour	\$ 280.00	3DHV-01
2D Shell cleaning device, centralizer	Hour	\$ 425.00	2DSHS-01
Borescope	Hour	\$ 157.50	RVI-05
Remote Video Inspection Equipment; Aqua Trax 100 Crawler; Magnetic; 600 FT	Hour	\$ 297.00	RVI-01
Remote Video Inspection Equipment; Aqua Trax 150 Crawler; Non-Magnetic; 600 FT	Hour	\$ 297.00	RVI-02
Remote Video Inspection Equipment; Aqua Jet Camera; Includes HP Pump; 4 Inch Pipe; 600 FT	Hour	\$ 382.50	RVI-03
Remote Video Inspection Equipment; PTZ Tank Camera System	Hour	\$ 225.00	RVI-04
Remote Video Inspection Equipment; Push Rod Camera; 400 FT	Hour	\$ 157.50	RVI-05
Remote Video Inspection Equipment; Push Rod Camera; Intrinsically Safe; 400 FT	Hour	\$ 225.00	RVI-06
Remote Video Inspection Equipment; Push Rod Camera; Pan and Tilt; 50 FT	Hour	\$ 157.50	RVI-07
Remote Video Inspection Equipment; Push Rod Camera; Mini; 50 FT	Hour	\$ 135.00	RVI-08
Remote Video Inspection Equipment; Video Scope; 4 mm; 8 mm; 10 M	Hour	\$ 180.00	RVI-09
Aerial Inspection Drone; Internal Inspection	Hour	\$ 225.00	RVI-10
Aerial Inspection Drone; External Inspection	Hour	\$ 225.00	RVI-11
Submersible ROV Inspection Camera	Hour	\$ 225.00	RVI-12
20 KPSI; Aqua Milling Pipe Cleaning Equipment; < 600 FT	Hour	\$ 235.00	AMLV-02
20 KPSI; XXL Aqua Milling Pipe Cleaning Equipment; < 600 FT	Hour	\$ 425.00	AMHV-02
40 KPSI; Aqua Milling Pipe Cleaning Equipment; < 200 FT	Hour	\$ 228.00	AMHP-02
All Video Inspection Equipment is charged at a 8 Hr / Shift Minimum Charge			
Computerized Cleaning Components (i.e.: Tube Mapping etc)		Cost + 30%	COMPUT-01

Equipment Rate Sheet

Cleaning Equipment Accessories

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code	Comments
Shotgun - 10,000 PSI	Hour	\$ 175.00	SG-01	
Shotgun - 20,000 PSI	Hour	\$ 235.00	SG-02	
Shotgun - 40,000 PSI	Hour	\$ 285.00	SG-03	
Hose - 10,000 PSI - 1/4" X 50 ft	Hour	\$ 5.50	AMHOSE-01	6 MM
Hose - 10,000 PSI - 3/8" X 50 ft	Hour	\$ 5.50	AMHOSE-02	8 MM
Hose - 10,000 PSI - 1/2" X 50 ft	Hour	\$ 5.50	AMHOSE-03	12 MM
Hose - 10,000 PSI - 3/4" X 50 ft	Hour	\$ 5.50	AMHOSE-04	20 MM
Hose - 10,000 PSI - 1" X 50 ft	Hour	\$ 5.50	AMHOSE-05	
Hose - 20,000 PSI - 1/4" X 50 ft	Hour	\$ 8.80	AMHOSE-06	6 MM
Hose - 20,000 PSI - 3/8" X 50 ft	Hour	\$ 8.80	AMHOSE-07	8 MM
Hose - 20,000 PSI - 1/2" X 50 ft	Hour	\$ 8.80	AMHOSE-08	12 MM
Hose - 20,000 PSI - 3/4" X 50 ft	Hour	\$ 8.80	AMHOSE-09	20 MM
Ultra High Pressure Hose - 36,000 PSI	Hour	\$ 18.90	AMHOSE-10	
Ultra High Pressure Hose - 40,000 PSI	Hour	\$ 18.90	AMHOSE-11	
Sewer Cleaning Nozzle	Hour	\$ 4.00	NOZ-01	
Spin Jet Cleaning Nozzle - 10,000 PSI	Hour	\$ 4.50	NOZ-02	
Spin Jet Cleaning Nozzle - 20,000 PSI	Hour	\$ 6.50	NOZ-03	
Spin Jet Cleaning Nozzle - 36,000 PSI	Hour	\$ 8.60	NOZ-04	
Spin Jet Cleaning Nozzle - 40,000 PSI	Hour	\$ 10.50	NOZ-05	
3/4" HP Feed Water Hose; 66 FT	Each	\$ 2,400.00	SPHOSE-01	
1/2" High Temp Metal Cover Work Hose;	Each	\$ 1,500.00	SPHOSE-02	
1/2" HP Thermoplastic Work Hose; 150 FT	Each	\$ 1,750.00	SPHOSE-03	
Specialized Thermoplastic Flex Lance	Each	\$ 2,750.00	SPHOSE-04	
Stiff Lances for Aqua Lancer; < 25 FT	Each	\$ 290.00	SSLAN-01	
Stiff Lances for Aqua Lancer; > 25 FT	Each	\$ 390.00	SSLAN-02	
SS Safety Protection Hoses; 30 FT	Each	\$ 1,200.00	SPHOSE-05	
Aqua Milling Nozzle Type III	Each	\$ 450.00	NOZ-06	
Coupling; Metric	Each	\$ 95.00	AC-01	
Packing Gland	Each	\$ 450.00	PG-01	
20 MM HP Hose; 150 FT	Each	\$ 3,483.90	REPLHOSE-01	
20 MM HP Hose; 50 FT	Each	\$ 1,892.20	REPLHOSE-03	
12 MM HP Hose; 150 FT	Each	\$ 1,430.37	REPLHOSE-04	
12 MM HP Hose; 100 FT	Each	\$ 1,003.91	REPLHOSE-05	
12 MM HP Hose; 50 FT	Each	\$ 575.90	REPLHOSE-06	
8 MM HP Hose; 150 FT	Each	\$ 811.00	REPLHOSE-07	
8 MM HP Hose; 100 FT	Each	\$ 591.00	REPLHOSE-08	
8 MM HP Hose; 50 FT	Each	\$ 371.00	REPLHOSE-09	
6 MM HP Hose; 150 FT	Each	\$ 678.85	REPLHOSE-10	
6 MM HP Hose; 100 FT	Each	\$ 476.65	REPLHOSE-11	
6 MM HP Hose; 50 FT	Each	\$ 275.55	REPLHOSE-12	
12 MM HP Redsnake Feed Hose; 150 FT	Each	\$ 895.71	REPLHOSE-13	
Safety Bypass Shutdown - Pneumatic	Hour	\$ 7.50	SAFBYPASS-01	
Remote Shutdown Button - < 300 FT.	Hour	\$ 12.50	SAFBUTTON-01	

Remote Shutdown Button will be charged for Each Job / Each Rig

Nozzles and or Jets will be charged for Each Job / (considered consumable)

All HB Rig Packs include 200'FT of Hose / Above pricing applies for additional Hose lengths if required

Equipment Rate Sheet

Vacuum Trucks

Item Description	Fuel Consumption (GPH)	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Vacuum Truck - Liquid - 70 BBL- Carbon Steel	7.5	Hour	\$ 70.00	VACTRK-01
Vacuum Truck - Liquid - 70 BBL- Stainless Steel	7.5	Hour	\$ 90.00	VACTRK-02
Vacuum Truck - Liquid - 70 BBL Lring	8.5	Hour	\$ 90.00	VACTRK-03
Vacuum Truck - Liquid - 130 BBL- Carbon Steel	4.5	Hour	\$ 90.00	VACTRK-04
Vacuum Truck - Liquid - 130 BBL- Stainless Steel	4.5	Hour	\$ 110.00	VACTRK-05
Vacuum Truck - Liquid - 130 BBL Lring	7.0	Hour	\$ 120.00	VACTRK-06
Vacuum Truck - Liquid Ring - 27" - Carbon Steel	12.5	Hour	\$ 90.00	VACTRK-07
Vacuum Truck - Liquid Ring - 27" - Stainless Steel	12.5	Hour	\$ 110.00	VACTRK-08
Vacuum Truck - Air - 15"-18"- Carbon Steel	10.0	Hour	\$ 80.00	VACTRK-09
Vacuum Truck - Air - 15"-18"- Stainless Steel	10.0	Hour	\$ 90.00	VACTRK-10
Vacuum Truck - Air - 27"- Carbon Steel	10.0	Hour	\$ 90.00	VACTRK-11
Vacuum Truck - Air - 27"- Stainless Steel	10.0	Hour	\$ 110.00	VACTRK-12
Vacuum Truck - Air - 27"- Cyclone	12.0	Hour	\$ 120.00	VACTRK-13
Kanaflex Vacuum Hose - 6"		Section-Hour	\$ 11.00	FLEXHOSE-01
Kanaflex Vacuum Hose - 6"		Section-Day	\$ 85.00	FLEXHOSE-02
ADS Flex Vacuum truck hose 4"		Foot-Job	\$ 1.65	ADSHOSE-01
ADS Flex Vacuum truck hose 6"		Foot-Job	\$ 1.92	ADSHOSE-02
ADS Flex Vacuum truck hose 8"		Foot-Job	\$ 2.45	ADSHOSE-03
ADS Flex Vacuum truck hose 4"		Roll-Job	\$ 200.00	ADSHOSE-04
ADS Flex Vacuum truck hose 6"		Roll-Job	\$ 225.00	ADSHOSE-05
ADS Flex Vacuum truck hose 8"		Roll-Job	\$ 250.00	ADSHOSE-06

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Equipment Rate Sheet

Chemical Cleaning

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Chemical Hose - 1-1/4" - 20-25' length	Section-Hour	\$ 0.50	CCHOSE-01
Chemical Hose - 1-1/4" - 20-25' length	Section-Day	\$ 6.00	CCHOSE-02
Chemical Hose - 2" - 20-25' length	Section-Hour	\$ 1.33	CCHOSE-03
Chemical Hose - 2" - 20-25' length	Section-Day	\$ 16.00	CCHOSE-04
Chemical Hose - 3" - 20-25' length	Section-Hour	\$ 1.83	CCHOSE-05
Chemical Hose - 3" - 20-25' length	Section-Day	\$ 22.00	CCHOSE-06
Chemical Hose - 4" - 20-25' length	Section-Hour	\$ 2.33	CCHOSE-07
Chemical Hose - 4" - 20-25' length	Section-Day	\$ 28.00	CCHOSE-08
Chemical Hose - 6" - 20-25' length	Section-Hour	\$ 2.83	CCHOSE-09
Chemical Hose - 6" - 20-25' length	Section-Day	\$ 34.00	CCHOSE-10
Stainless Steel Hose - 2" - 20-25' length	Section-Hour	\$ 1.83	SSHOS-01
Stainless Steel Hose - 2" - 20-25' length	Section-Day	\$ 22.00	SSHOS-02
Stainless Steel Hose - 3" - 20-25' length	Section-Hour	\$ 4.76	SSHOS-03
Stainless Steel Hose - 3" - 20-25' length	Section-Day	\$ 57.20	SSHOS-04
Stainless Steel Hose - 4" - 20-25' length	Section-Hour	\$ 3.75	SSHOS-05
Stainless Steel Hose - 4" - 20-25' length	Section-Day	\$ 45.00	SSHOS-06
Stainless Steel Hose - 6"+ - 20-25' length	Section-Hour	\$ 4.00	SSHOS-07
Stainless Steel Hose - 6"+ - 20-25' length	Section-Day	\$ 48.00	SSHOS-08
Heat Exchanger 100 sq ft	Hour	\$ 20.83	HEX-01
Heat Exchanger 500 sq ft	Hour	\$ 104.16	HEX-02
Heat Exchanger 750 sq ft	Hour	\$ 156.22	HEX-03
Heat Exchanger 1,000 sq ft	Hour	\$ 208.30	HEX-04
Heat Exchanger 2,000 sq ft	Hour	\$ 416.60	HEX-05
10 gpm Vacuum Dehydration Skid	Day	\$ 975.00	DEHY-01
Titration Kit for On-Site Testing	Day	\$ 228.00	TITR-01
Mixing Tank (1)	Day	\$ 450.00	MIXTK-01
600 GPM VFD Circulation Skid	Day	\$ 650.00	CIRSKD-01
4x3 Centrifugal Pump, Stainless Steel	Day	\$ 350.00	CPMP80-01
3" Dual Filter, Stainless Steel	Day	\$ 175.00	DF-03
3" Reverse Flow Manifold, Stainless Steel	Day	\$ 150.00	MANI-03
600 Gallon Circulation Tank, Stainless Steel	Day	\$ 175.00	CIRCTK-01
1" Diaphragm Pump, Stainless Steel	Day	\$ 105.00	DIAPMP-01
Multi-Port Header, Stainless Steel	Day	\$ 75.00	MPH-01

Laboratory/Office Container	Day	\$ 220.00	LAB-01
3" Flow Meter	Day	\$ 76.00	FLOWMTR-03
2" Flow Meter	Day	\$ 52.00	FLOWMTR-02
Containment Berms	Day	\$ 25.00	CCBERM-01
Frac Tanks with Berms	Day	\$ 65.00	FRACTK-01
50 HP Boiler	Month	\$ 10,750.00	BLR50HP-01
20' Clean Room (ISO4 Standard)	Day	\$ 1,460.00	CLNRM-01
Portable work benches and equipment for clean room	Day	\$ 132.00	WKBNCH-01
Valve Parts Washer	Day	\$ 190.00	WASHER-01
UV Inspection Lamp/Portable Torches	Day	\$ 25.00	UVLIGHT-01
Sand Blast Cell	Day	\$ 120.00	SNDBLST-01
600 ft/lbs Torque Wrench	Day	\$ 45.00	TQWR600-01
All Chemicals		Cost + 30%	
- exclusive of any Demurrage, Delivery Fees, Surcharges, Fuel Surcharges			
Above prices for Basic Chem Clean Equipment - Custom Pkgs Quoted per Job			

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Equipment Rate Sheet

Tank Cleaning

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
AM Tank Cleaning Package; 1-10 FT DIA	Hour	\$ 280.00	TKCL-01
AM Tank Cleaning Package; 10-20 FT DIA	Hour	\$ 550.00	TKCL-02
AM Stg Tank Cleaning Package; 20-40 FT DIA	Hour	\$ 750.00	TKCL-02
AM Stg Tank Cleaning Package; 40-60 FT DIA	Hour	\$ 750.00	TKCL-03
AM Stg Tank Cleaning Package; 60-80 FT DIA	Hour	\$ 850.00	TKCL-04
AM Stg Tank Cleaning Package; 80-100 FT DIA	Hour	\$ 850.00	TKCL-05
AM Stg Tank Cleaning Package; 100+ FT DIA	Hour	\$ 1,000.00	TKCL-06
AM Stg Tank Cleaning; Custom Rails	Foot	\$ 1,500.00	TKCL-07
AM Stg Tank Cleaning Roof Pkg	Hour	\$ 450.00	TKCL-08
AM Stg Tank Cleaning Roof Tripod	Hour	\$ 250.00	TKCL-09
AM Stg Tank Cleaning Floor Pkg	Hour	\$ 450.00	TKCL-10
Track Loader	Day	\$ 1,250.00	TKCL-10
Excavator - Long Reach	Day	\$ 1,450.00	TKCL-11
Excavator - Mini	Day	\$ 725.00	TKCL-12
Tank Sump Pump; SS	Day	\$ 425.00	TKCL-13
Steam Spargers	Day	\$ 125.00	TKCL-14
Filter Press	Day	\$ 800.00	TKCL-15
Centrifuge	Day	\$ 1,125.00	TKCL-16
DAF Unit	Day	\$ 1,500.00	TKCL-17
SS XFER Hoses; 25FT; 4"	Day	\$ 45.00	TKCL-18
Weir Tank	Day	\$ 65.00	TKCL-19
Frac Tank		\$ 65.00	TKCL-20
Magnetic Wall Crawler	Day	\$ 450.00	TKCL-21
All Chemicals		Cost + 30%	
- exclusive of any Demurrage, Delivery Fees, Surcharges, Fuel Surcharges			
Above prices for Basic Tank Cleaning Equipment - Custom Pkgs Quoted per Job			

Equipment Rate Sheet

Water Recirculation / Containment / Steam Blow / HVLOF / Aqua Darts/ Vehicles

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Service Truck	Day	\$ 225.00	SVCTRK-01
Crew Truck	Day	\$ 150.00	CRWTRK-01
Crew Van	Day	\$ 150.00	CRWTRK-02
Light Vehicle / Site Truck	Day	\$ 150.00	CCTRK-01
Lube Oil Flush Pkg; HV; 200-600 GPM; varidrive	Day	\$ 950.00	HVLOF-200
Lube Oil Flush Pkg; HV; 600-800 GPM; varidrive	Day	\$ 1,450.00	HVLOF-600
Lube Oil Flush Pkg; HV; 800-2000 GPM; varidrive	Day	\$ 2,000.00	HVLOF-2000
200-600 GPM Consumable Pkg	Each	\$ 3,500.00	LOCONSUM-200
600-800 GPM Consumable Pkg	Each	\$ 4,500.00	LOCONSUM-600
800-2000 GPM Consumable Pkg	Each	\$ 6,500.00	LOCONSUM-2000
Vacuum Dehydration Unit	Day	\$ 800.00	VDU-100
PSA Air Dryer; 1600 SCFM	Day	\$ 750.00	PSADRY-01
Deisel Air Compressor; 375 SCFM	Day	\$ 375.00	DSLAC375-01
Deisel Air Compressor; 915 SCFM	Day	\$ 950.00	DSLAC915-01
Deisel Air Compressor; 1600 SCFM	Day	\$ 1,195.00	DSLAC1600-01
AC Hose; 50 FT; 2"	Day	\$ 57.00	ACHOSE2-01
Passivation; Cortec	Foot-Job	\$ 12.50	PASSIV-01
Steam Blow; Modeling / Engineering; Engr	Day	\$ 1,500.00	SBENGR-01
Steam Blow; Shop Prep	Day	\$ 1,074.00	SBSHOP-01
Steam Blow; Silencer; 12"	Each-Hour	\$ 27.08	SBSIL-01
Steam Blow; Silencer; 12"; WET	Each-Hour	\$ 14.58	SBSIL-02
Steam Blow; Silencer; 16"	Each-Hour	\$ 29.17	SBSIL-03
Steam Blow; Silencer; 16"; WET	Each-Hour	\$ 20.42	SBSIL-04
Steam Blow; Silencer; 24"	Each-Hour	\$ 37.50	SBSIL-05
Steam Blow; Silencer; 24"; WET	Each-Hour	\$ 25.00	SBSIL-06
Steam Blow; Temp Piping; 20 FT Section 30"	Each-Hour	\$ 72.50	SBTEMP-01
Steam Blow; Adj Pipe Supports	Each-Hour	\$ 2.92	SBTEMP-02
Studs, Nuts, Gaskets	Each	\$ 6,200.00	STUDS-01
Targets	Each	\$ 82.50	SBTGT-01
Target Inserter	Hour	\$ 10.42	SBTGT-02
Orifice Plate	Each	\$ 1,250.00	SBORIF-01
Cleaning; Decon Fee	Each	\$ 825.00	SBDECON-01

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Recycle Water System Pump; 2" Diaphragm	Hour	\$ 9.00	RW-01
Recycle Water System Pump; 3" Diaphragm	Hour	\$ 9.00	RW-02
Recycle Water System Poly Tank; SM; 3500 Gal.	Hour	\$ 12.00	RW-03
Recycle Water System Poly Tank; LG; 6500 Gal.	Hour	\$ 16.00	RW-04
Recycle Water System Frac Tank; 35,000 Gal	Hour	\$ 15.00	RW-05
Recycle Water System Weir Tank; 15,000 Gal	Hour	\$ 16.00	RW-06
Recycle Water System Filter Pot; 2 Canister	Hour	\$ 12.00	RW-07
Recycle Water System Filter Pot; 4 Canister	Hour	\$ 15.00	RW-08
Recycle Water System Filter Bags; 50 Micron	Hour	\$ 4.50	RW-09
Recycle Water System Filter Bags; 100 Micron	Hour	\$ 4.50	RW-10
Berm; 12 FT X 12 FT	Hour	\$ 10.00	BM-01
Berm; 12 FT X 50 FT	Hour	\$ 15.00	BM-02
56kW Generator	Day	\$ 350.00	GEN56KW-01
Forklift	Day	\$ 350.00	FORKLFT-01
Light Towers	Day	\$ 110.00	TOWLIGHT-01
Aqua Dart Tube Cleaning Kit	Hour	\$ 150.00	AQDARTKIT-01
GP Aqua Dart Tube Cleaners	Each	\$ 8.00	AQDART-01
Aqua Drill Bits - 5/8" - 3/4"	Each	\$ 69.00	AQDARTBIT-01
All Chemicals		Cost + 30%	
- exclusive of any Demurrage, Delivery Fees, Surcharges, Fuel Surcharges			
Above prices for Basic Steam Blow / HVLOF / Aqua Dart Equipment - Custom Pkgs Quoted per Job			

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Equipment Rate Sheet

Safety Supplies

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Full-Face Breathing Mask	Day	\$ 16.50	SAF-01
Hazmat Hood/Hood Cover	Each	\$ 140.00	SAF-02
Metatarsal Boots Per Pair	Pair	\$ 88.00	SAF-03
PVC Boots, 16 Inch , Per Pr	Pair	\$ 12.50	SAF-04
Rubber Boots	Pair	\$ 88.00	SAF-05
Hydroblasting Suit - 1 piece	Each	\$ 15.40	SAF-06
Hydroblasting Suit - 2 piece	Each	\$ 25.70	SAF-07
Acid Hood-Chemical Suit	Each	\$ 140.00	SAF-08
Respirator Body, Full Face	Each	\$ 95.00	SAF-09
Respirator Body, Half Face	Each	\$ 15.00	SAF-10
Respirator Cartridge	Each	\$ 9.00	SAF-11
Respirator, Silicone	Each	\$ 59.20	SAF-12
Respirator Body, Silicone	Each	\$ 430.00	SAF-13
Breathing Air Cyl, 2 Btl	Day	\$ 22.00	SAF-14
Portable Eye Wash	Day	\$ 27.50	SAF-15
Portable Safety Shower	Day	\$ 27.50	SAF-16
Self Contained Breathing App (SCBA)	Day	\$ 25.00	SAF-17
Dielectric Boots, Per Pair	Pair	\$ 162.80	SAF-18
Cooling Vest	Day	\$ 90.00	SAF-19
Tyvek Coveralls	Each	\$ 33.50	SAF-20
Norm Chemical Suits	Each	\$ 8.20	SAF-21
Hepa Cartridges	Each	\$ 17.90	SAF-22
Safety Standby Kit	Day	\$ 25.00	SAF-23
Encapsulated Env Suit	Each	\$ 280.90	SAF-24
FRC	Each	\$ 120.00	SAF-25
Escape Pack	Day	\$ 40.00	SAF-26
H2S Meter (Personal)	Each	\$ 93.50	SAF-27
Nylon Whipcheck (Heavy Duty)	Each	\$ 10.70	SAF-28
Metal Whipcheck (Heavy Duty)	Each	\$ 5.00	SAF-29
Radio	Day	\$ 10.00	SAF-30
Radio Charger	Day	\$ 10.00	SAF-31
LEL / O2 Meter	Day	\$ 25.00	SAF-32
Specialty Gloves (Cut Resistant)	Each	\$ 15.00	SAF-33
Face Shield	Each	\$ 7.50	SAF-34
Specialty Nylon Barricade Tape	Each	\$ 27.00	SAF-35

Face Shield	Each	\$ 7.50	SAF-34
Specialty Nylon Barricade Tape	Each	\$ 27.00	SAF-35
Rain Slicker (Heavy Duty)	Each	\$ 12.00	SAF-36
Specialty Tool Tether	Each	\$ 9.10	SAF-37
Tool Lift Rope (Large Spool)	Each	\$ 90.00	SAF-38
Tool Lift Bag(s)	Each	\$ 73.10	SAF-39
Tie Down Straps (Heavy Duty)	Each	\$ 11.10	SAF-40
Firewater Hose (50FT)	Each	\$ 267.30	SAF-41
Firewater Hose Coupling	Each	\$ 15.40	SAF-42
Fire Extinguisher	Each	\$ 110.00	SAF-43
Traffic Cones	Each	\$ 15.00	SAF-44
Oil Adsorbent Pads	Each	\$ 27.00	SAF-45
Spill Kit (Drum Overpack)	Each	\$ 381.80	SAF-46
Safety Lanyard (only for replacements due to chemical damage)	Each	\$ 125.00	SAF-47
Safety Harness (only for replacements due to chemical damage)	Each	\$ 225.00	SAF-48
Blast Bags	Each	Cost + 30%	BLBG-01

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4/7/2023

CONCO SERVICES LLC
2023 AIR COOLED CONDENSER SERVICES RATE SHEET

PROJECT MANAGER AND TECHNICAL SUPERVISOR -- ALL HOURS \$103

- The Technical Supervisor rate is used when Conco supplies supervision and technical to customer's workers.

LABOR	SUPERVISION	TECHNICIAN
Straight Time	\$79	\$70
Overtime	\$95	\$79
Holiday	\$120	\$113
Travel Time	\$67	\$67
Travel Time Overtime	\$77	\$77
Travel Time Holidays	\$106	\$106
Site Specific Training	\$79	\$70
Administrative Support - On Site	n/a	\$65
Administrative Support - From Conco Office	n/a	\$53
LABOR - SAFETY AND PLANNER	STRAIGHT TIME	OVERTIME
Safety	\$79	\$95
Planner	\$71	\$87

- For California Sunday hours that are mandated are to be paid at double time.
- All Rates are per man hour. Overtime includes all time over 8 hours per day and all day Saturday and Sunday.
- Job duration is estimated on a consecutive day basis. Days off during a job are subject to being billed at an 8 hour per man minimum.
- Subcontractor work will be invoiced at subcontractor's time and material plus 10%.
- Specialty Equipment & Material cost plus 10%.
- Specialty Safety Equipment & Material cost plus 10%.

EQUIPMENT	HOUR
Consists of:	\$324
ACC Cleaning Pump (1)	
ACC Cleaning Rig with Spray Nozzles (1)	
Lot/ACC Cleaning Hose and Rail (1)	

- Prices are per system used.

CONSUMABLE ITEMS	Per Price List
- Including tube cleaners, plugs, additional gun nozzles, bridges etc.	

EXPENSES**RATE**

Lodging	\$163 per man per day
Airfare	Cost +7%
Baggage	Cost +7%
Freight Cost	Cost +7%
Car/Van Rental	Cost +7%
Gas	Cost +7%
Cab Fare To and From Airport	Cost +7%
Mileage - ACC Truck and Trailer	\$1.85 Mile
Conco Vehicle	\$97 per day
Mileage - Conco Vehicle	\$0.75 Mile
Meal Allowance	\$72/Man/Day
Laundry Service After 5 Days	\$15/Man/5 days
Standard PPE	\$10.00 per man/per day
Site Specific Training Classes	\$50.00 per man
Generator	\$450.00 per day
Air Compressor	\$250.00 per day

TERMS OF PAYMENT - NET 30 DAYS**Conco Services LLC**

530 Jones Street, Verona, PA 15147 USA - 1-800-345-3476 - Fax: 412-826-8255

E-mail: info@conco.net - www.conco.net

4/7/2023

Description	Hourly	Included Components	Accessories Not Included in Price
Standard Cleaning Kits**			
ACC/OD Bundle/Fin Tech System	\$324	ACC Cleaning Pump, ACC Cleaning Rig with Spray Nozzle, lot/ACC Cleaning hose and rail	Consumable Items
Tube Cleaning Single System Trailer Kit	\$234	Single choice of Hydrodrill, Excalibur, Pro Series Pump System, water tanks, MMII Tube Drill and required related hand tools.	Consumable Items
BAT Trailer	\$408	Includes Pro Series Pumps, True Fit Guns, Excalibur, MMII, Hydrodrill, all low pressure hoses, tools, lighting, inventory of cleaning devices and bits, and a small work/repair station.	Consumable Items
Equipment Trailer	\$408	Includes Pro Series Pumps (electric or diesel), water tanks, low pressure hoses and low pressure washers, tarps, tools and Hydrodrills of any length.	Consumable Items

Description	Rental Rate Per Unit				Included Components	Accessories Not Included in Price
	Hourly	Day	Week	Month		
Supplemental Equipment Not Included in Standard Kits						
Tube Cleaning System	\$78				Pumps, guns, inlet hose, outlet hoses, rod and tarp	Consumable Items
Conco Excalibur System		\$480	\$1,080	\$2,160	Machine, foot pedal, cable and supply hose	Brushes, drill bits, extra cables, and/or hoses - List Price
Diesel Pump	\$78				Diesel Pump	Consumable Items
Hands Free Device	\$102				Hands Free Device	Consumable Items
Air and Water Gun		\$150	\$360	\$900	Gun complete with nozzle and splash guard	Hoses and tube cleaners - List Price
Conco Air & Water Drill		\$480	\$1,080	\$2,160	Hand held drill, shafting, and supply hose	Brushes, drill bits, extra shafting, and/or hoses - List Price
Tube Pressure Leak Detector		\$480	\$1,080	\$2,280	Air Injection gun, plug gun, regulator assembly, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, and/or hoses - Price as needed. Tight quarter kit not included.
Tube Vacuum Leak Detector		\$480	\$1,080	\$2,280	Vacuum gun, tee handle plug, proper seals, supply hose	Extra seals and/or hoses - Price as needed.
Tube Joint Leak Detector		\$600	\$1,320	\$3,000	Vacuum gun, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, check valves, and/or hoses - Price as needed.
Plug Removal Equipment		\$480	\$1,080	\$2,280	Various hand tools, drills, spears, slide hammers, etc.	Job specific tool kit - Price as needed.
Standard Pop-A-Plug Ram		\$480	\$1,080	\$2,280	Ram, hydraulic line, pump, and supply hose	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Close Quarter Pop-A-Plug Ram		\$240	\$600	\$1,320	Close quarter ram accessory	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Tube Pull Equipment		\$480	\$1,080	\$3,000	Hydraulic tube puller and line, pump, spear with extension, dog ring, stand off set, ID/OD tube cutter, slide hammer, connection hose, and supply hose	Tube plugs - List Price
Pressure Washing System		\$270	\$900	\$1,800	Complete with wand, outlet hose, and supply hose	Extra hoses - Price as needed
Flex Shaft Rental		\$300	\$1,020	\$1,800	Per Shaft	
Dye Check Light System		\$300	\$600	\$900	Black light with extra bulb	Dye - Price as needed.
Boroscope		\$120	\$600	\$1,800		
Air Compressor		\$300				
Generator		\$540				
**These items will be billed in addition to the hourly kit rates.						

***These items will be billed in addition to the hourly kit rates.*



4/7/2023

CONCO SERVICES LLC
2023 INDUSTRIAL CLEANING SERVICES RATE SHEET

PROJECT MANAGER AND TECHNICAL SUPERVISOR -- ALL HOURS

\$103

The Technical Supervisor rate is used when a supervisor travels alone to oversee a local crew during a job, or when crew size calls for Project Management.

LABOR	SUPERVISION	TECHNICIAN	SAFETY	PLANNER
Straight Time	\$79	\$70	\$79	\$71
Overtime	\$95	\$79	\$95	\$87
Holiday	\$120	\$113		
Travel Time	\$67	\$67		
Travel Time Overtime	\$77	\$77		
Travel Time Holidays	\$106	\$106		
Site Specific Training	\$79	\$70		
Administrative Support - On Site		\$65		
Administrative Support - Off Site		\$53		

***All rates are per man hour. Overtime includes all time over eight (8) hours per day and all day Saturday and Sunday. Job duration is estimated on a consecutive day basis. Days off during a job are subject to being billed at an eight (8) hour per man minimum. Days worked during a job are subject to being billed at an eight (8) hour per day per man plus equipment minimum charge. Work performed by a subcontractor will be invoiced at the subcontractor's time and material plus 10%. Specialty equipment and material will be invoiced at cost plus 10%.*

For California Sunday hours that are mandated are to be paid at double time.

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MATERIALS/CLEANERS

Including Tube Cleaners, Brushes, Plugs, Hydrodrill Bits, Calbusters, Bridges etc.

Per price list

EXPENSES

RATE

Lodging	\$163	<i>per man per day</i>
Airfare	Cost	+7%
Baggage	Cost	+7%
Freight Cost	Cost	+7%
Car/Van Rental	Cost	+7%
Gas	Cost	+7%
Cab Fare To and From Airport	Cost	+7%
Conco Vehicle	\$106	<i>per day</i>
Mileage - Conco Vehicle	\$0.75	<i>per mile</i>
Meal Allowance	\$78	<i>per man/per day</i>
Laundry Service After 5 Days	\$15	<i>per man per 5 days</i>
Standard PPE	\$10	<i>per man/per day</i>
Site Specific Training Classes	\$50	<i>per man</i>



4/7/2023

Description	Hourly	Included Components	Accessories Not Included in Price
Standard Cleaning Kits**			
Tube Cleaning Single System Trailer Kit	\$234	Single choice of Hydrodrill, Excalibur, Pro Series Pump System, water tanks, MMII Tube Drill and required related hand tools.	Material/Cleaners
BAT Trailer	\$408	Includes Pro Series Pumps, True Fit Guns, Excaliber, MMII, Hydrodrill, all low pressure hoses, tools, lighting, inventory of cleaning devices and bits, and a small work/repair station.	Material/Cleaners
Equipment Trailer	\$408	Includes Pro Series Pumps (electric or diesel), water tanks, low pressure hoses and low pressure washers, tarps, tools and Hydrodrills of any length.	Material/Cleaners

***Cleaning kit selection based on number of Conco crews provided. See Matrix.*

Description	Hourly	Rental Rate Per Unit			Included Components	Accessories Not Included in Price
		Day	Week	Month		
Supplemental Equipment Not Included in Standard Kits						
Tube Cleaning System	\$78				Pumps, guns, inlet hose, outlet hoses, rod and tarp	Material/Cleaners
Conco Excalibur System		\$480	\$1,080	\$2,160	Machine, foot pedal, cable and supply hose	Brushes, drill bits, extra cables, and/or hoses - List Price
Diesel Pump	\$78				DieselPump	Material/Cleaners
Hands Free Device	\$102				Hands Free Device	Material/Cleaners
Air and Water Gun		\$150	\$360	\$900	Gun complete with nozzle and splash guard	Hoses and tube cleaners - List Price
Conco Air & Water Drill		\$480	\$1,080	\$2,160	Hand held drill, shafting, and supply hose	Brushes, drill bits, extra shafting, and/or hoses - List Price
Tube Pressure Leak Detector		\$480	\$1,080	\$2,280	Air Injection gun, plug gun, regulator assembly, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, and/or hoses - Price as needed. Tight quarter kit not included.
Tube Vacuum Leak Detector		\$480	\$1,080	\$2,280	Vacuum gun, tee handle plug, proper seals, supply hose	Extra seals and/or hoses - Price as needed.
Tube Joint Leak Detector		\$600	\$1,320	\$3,000	Vacuum gun, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, check valves, and/or hoses - Price as needed.
Plug Removal Equipment		\$480	\$1,080	\$2,280	Various hand tools, drills, spears, slide hammers, etc.	Job specific tool kit - Price as needed.
Standard Pop-A-Plug Ram		\$480	\$1,080	\$2,280	Ram, hydraulic line, pump, and supply hose	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Close Quarter Pop-A-Plug Ram		\$240	\$600	\$1,320	Close quarter ram accessory	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Tube Pull Equipment		\$480	\$1,080	\$3,000	Hydraulic tube puller and line, pump, spear with extension, dog ring, stand off set, ID/OD tube cutter, slide hammer, connection hose, and supply hose	Tube plugs - List Price
Pressure Washing System		\$270	\$900	\$1,800	Complete with wand, outlet hose, and supply hose	Extra hoses - Price as needed
Flex Shaft Rental		\$300	\$1,020	\$1,800	Per Shaft	
Dye Check Light System		\$300	\$600	\$900	Black light with extra bulb	Dye - Price as needed.
Boroscope		\$120	\$600	\$1,800		
Air Compressor		\$300				
Generator		\$540				

****These items will be billed in addition to the hourly kit rates.**



4/7/2023

Standard Cleaning Kit Matrix

Crew Size	Cleaning Kit(s)	Cost
1	1: Tube Cleaning Single System Trailer	\$234
2	1: BAT/Equipment Trailer	\$408
3	1: Tube Cleaning Single System Trailer 1: BAT/Equipment Trailer	\$642
4	2: BAT/Equipment Trailer	\$816

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NDE SERVICES



4/7/2023

CONCO SERVICES LLC 2023 INDUSTRIAL NDE RATE SHEET

LABOR	REGULAR	OVERTIME	HOLIDAY
Project Manager	\$110	\$130	\$157
Level III/IIIA (Data Analyst)	\$110	\$130	\$161
Level IIA (Data Analyst)	\$99	\$119	\$149
Level II (Technician)	\$79	\$95	\$122
Level I/IT (Assistant)	\$67	\$77	\$102
IM-II Robot (Probe Driver)	\$79		
Safety Planner	\$79	\$95	\$122
Travel Time	\$71	\$87	
Site Specific Training		Billed at REGULAR hourly rates.	
Administrative Support - On Site	\$65	n/a	n/a
Administrative Support - From Conco Office	\$53	n/a	n/a

- For California Sunday hours that are mandated are to be paid at double time
- All Rates are per man hour. Overtime includes all time over 8 hours per day and all day Saturday and Sunday.
- Job duration is estimated on a consecutive day basis.
- Days off during a job are subject to being billed at an 8 hour per man minimum.
- Days worked during a job are subject to being billed at an 8 hour per day per man plus equipment minimum
- Subcontractor work will be invoiced at subcontractor's time and material plus 10%.
- Specialty Equipment & Material cost.

EQUIPMENT	Per Shift
Tube Testing System	\$749.00
ET/NFT Array Module	\$267.00
Probe Driver	\$267.00
Boroscope	\$321.00
Surface Eddy Current System (SET)	\$535.00
Tube Gauges	\$50.00
Reporting & Analysis Software	\$100.00
IRIS Kit	\$500.00

- Prices are per system used.

PROBES

-Rental of typical ECT Probes at these rates per shift maximum

ET Bobbin Probe	\$ 400.00
ET Bobbin Flex	\$ 880.00
RFT Bobbin Probe	\$ 1016.00
RFT Boiler Probe	\$1,546.00
DefHi Array Probe	\$3,370.00
SET Probe	\$267.00
Chiller Probe Under 10mm	\$906.00
Chiller Probe Over 10mm	\$1,680.00
Array Probe	\$1,350.00

Rental of typical Probes at these rates minimum per tube

ET Bobbin Per Tube	\$0.80
ET Bobbin Flex Per Tube	\$1.77
RFT Bobbin Per Tube	\$2.00
RFT Boiler Per Tube	\$3.10
DefHi Array Per Tube	\$4.25
Chiller Probe Under 10mm	\$1.80
Chiller Probe Over 10mm	\$2.65

-Any specialty probes ordered will be billed at cost

Fab Shop	Straight Time - Fab Shop	\$375.00 Per Hour
Fab Shop	Overtime/Weekend Time - Fab Shop	\$425.00 Per Hour
Fab Shop	Travel Time - Fab Shop	\$175.00 per hour
Fab Shop	Shipping	\$250.00

STANDARDS

- Rental of one standard per tube type to be tested \$160.00 each
- Specialty calibration standards ordered will be billed at cost

MATERIAL / CLEANERS:

Cost

- Includes probe pusher wheels, data storage

EXPENSES

RATE

Lodging	\$163 per day
Airfare	Cost +7%
Baggage	Cost +7%
Freight Cost	Cost +7%
Car/Van Rental	Cost +7%
Gas	Cost +7%
Cab Fare To and From Airport	Cost +7%
Conco Vehicle	\$106 Per Day
Mileage - Conco Vehicle	\$0.75 Mile
Meal Allowance	\$78/Man/Day
Laundry Service After 5 Days	\$15/Man/5 days
Standard PPE	\$10.00 per man/per day
Site Specific Training Classes	\$50.00 per man
Generator	\$450.00 per day

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2023 LEAK DETECTION RATES

LABOR - UTILIZING CONCO EQUIPMENT:

Labor at \$88.00 per hour per technician
Labor at \$127.00 per hour per technician –overtime, weekend & holiday
8 Hour minimum day
Travel at \$80.00 per hour per technician

EQUIPMENT: (Gas to be supplied by Station)

\$110.00 per hour (8 hour minimum day) – Helium or SF6
\$140.00 per hour (8 hour minimum day) – both systems

LABOR & TRAVEL - UTILIZING PLANT EQUIPMENT:

Labor at \$106.00 per hour per technician
Labor at \$140.00 per hour per technician – overtime, weekend & holiday
8 hour minimum day
Travel at \$80.00 per hour per technician

LABOR & TRAVEL – TRAINING & CONSULTING (One Senior Staff Member)

Labor at \$106.00 per hour per technician
Labor at \$140.00 per hour – overtime, weekend & holiday
8 hour minimum day (Regular Business Hours – 0700- 1530, M-F)
Travel at \$80.00 per hour per technician

EXPENSES: 7% General and Administrative Charge On All expenses:

Lodging	Cost plus 7%
Airfare	Cost plus 7%
Rental Car	Cost plus 7%
Cabfare to and from D.C. airports	\$200.00 plus 7%
Meal Allowance	\$78.00/day/tech plus 7%
Equipment Handling	\$50.00 plus 7%
Baggage	Cost plus 7%
Laundry service after 5 days	\$25.00 plus 7%
Gasoline	Cost plus 7%
Conco Vehicle	\$120.00 Per Day plus 7%
Mileage - Conco Vehicle	\$1.40 per mile plus 7%

Terms of Payment – Net 30

Upon 30 days advance notice and no more than once each calendar year, Conco Services LLC may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Conco Services, LLC Multi-Task General Services Agreement

Facilities Committee
July 3, 2024

Background

- This is a new NCPA vendor.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.
- Similar Agreements in Place:
 - Northern Industrial Construction
 - Ancon (Ancon Marine dba)
 - Mistras Group, Inc.
 - TEAM Industrial Services, Inc.
 - Southern Counties Lubricants

General Scope of Work

- Term of Agreement = 5 Years
- Cost = Not to Exceed \$5,000,000
- Services Provided:
 - Cleaning Services
 - Pro Series & TruFit Tube Cleaning, HydroDrill, FinTech ACC, etc.
 - Testing Services
 - Nondestructive Testing, Leak Detection, Video Inspection, Hydrostatic Pipe Testing
 - Pre-Commissioning Services
 - Steam Blowing, Air Blow Cleaning, Oil Filtration, Oil Reclamation, Oil Flushing, Tank Cleaning
 - Maintenance Services
 - Tube Plugging, Retubing
- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Five Year Multi-Task General Services Agreement between NCPA and Conco Services LLC, in an amount not to exceed \$5,000,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report

COMMISSION MEETING DATE: July 25, 2024

SUBJECT: Plug In America – Second Amendment to Five Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Plug In America for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Plug In America was one of the consultants selected based upon its experience and response to the RFP.

NCPA entered into a three-year MTCSA with Plug In America effective December 18, 2020, for an amount not to exceed \$750,000. On June 8, 2023, NCPA and Plug In America entered into a first amendment to the Agreement to extend the term of the Agreement for an additional two-year period.

Plug In America has requested adjusted pricing for some of its services provided during the remaining agreement term to address cost increases and to ensure they can continue providing services. This agreement has been used by multiple NCPA Members through NCPA's Support Services program, and there is interest in continuing to utilize Plug In America's services. This second amendment will update the agreement's Compensation Schedule.

NCPA has agreements in place for similar services with Acterra: Action for a Healthy Planet and Cool the Earth.

FISCAL IMPACT:

The total not to exceed amount of the agreement remains at \$750,000 for the amended contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Eight vendors were selected as a result of a Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of

staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA.

This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Facilities Committee review and approval during its regularly scheduled meeting on July 3, 2024.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-XX
- Multi-Task Consulting Services Agreement with Plug In America
- First Amendment to Multi-Task Consulting Services Agreement with Plug In America

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH PLUG IN AMERICA

(reference Staff Report #XXX:24)

WHEREAS, Northern California Power Agency (NCPA) and Plug In America entered into a Multi-Task Consulting Services Agreement effective December 18, 2020, for Plug In America to provide electrification education and outreach services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Plug In America requested to update the Compensation Schedule to address pricing increases and to accommodate anticipated projects for NCPA Members; and

WHEREAS, NCPA desires to update the Compensation Schedule for the remaining agreement term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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			

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



SECOND AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PLUG IN AMERICA

This Second Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Plug In America ("Consultant") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective December 18, 2020, (the "Agreement") for Consultant to provide electrification education services including electric vehicle (EV) education, ride and drives, and dealer training and incentive programs; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task Consulting Services Agreement on June 8, 2023 to extend the term of the Agreement for an additional two (2) years from the original expiration date of December 17, 2023, to a new date of December 17, 2025; and

WHEREAS, the Parties now desire to amend the Compensation Schedule and Hourly fees set forth in Exhibit B to the Agreement; 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. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the attached Exhibit B.
2. 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

PLUG IN AMERICA

RANDY S. HOWARD, General Manager

JOEL LEVIN, Executive Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$750,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Ride and Drive Events

Final confirmation of funding is required at least seven weeks before the event in order to ensure dealer participation. Payment due upon completion of each event.

Pricing details for 2024-2025 are below:

Line Item Description	Qty.	Cost	Total	Additional Details
Interactive EV Education Booth plus other implementation elements	1	\$3,700	\$3,700	This includes the interactive and experiential EV Education Booth, travel costs, event materials transport, food for staff, etc.
Campaign events through social and earned media	1	\$500	\$500	Provide content for mutually agreed channels. Encourage posting content by event participants to complement and amplify NCPA member agency messaging.
PIA Staff Time (Hours)	115	Varied Pay Rates	\$6,800	Pre-event, day-of, and post-event staff time
Day-of Event Staff	6	\$300	\$1800	Day-of event staff who facilitate and manage the EV learning center and EV test drive/ride process.
Food Incentives	100	\$20	\$2,000	We work with local food trucks/ restaurants to provide a free meal to test ride/drive participants (up to 75). Food for staff/volunteers.
Insurance	1	\$200	\$200	To meet the requirements of the site host
Operating Costs	1	\$5,000	\$5,000	This covers general PIA operating costs, such as event materials storage, administrative supplies, and utilities.
TOTAL			\$20,000	

Virtual Ride and Drive Events

Line Item Description	Qty.	Cost	Total	Additional Details
Programming Coordination	1	\$1,500	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500	\$500	Your company can designate an individual to have an educational speaking role during the event.
Plug In America Staff Time (Hours)	20	Varied Pay Rates	\$1,200	Staff event management hours
Initial set-up fee	1	\$1,000	\$1,000	Creation of initial materials
Operating Costs	1	\$750	\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
TOTAL			\$6,000.00	

Dealer Training, Engagement and Certification Pricing (12-month performance period) Pricing below represents options depending on how many dealers a utility would like to sponsor in a program. This program pricing can be funded by one or multiple NCPA member utilities.

Project not to exceed the "NTE" amount would depend on the number of utilities and dealers participating.

Items	Cost
Program Management, Reporting and Administration <ul style="list-style-type: none"> - Includes quarterly progress reporting with calls and additional progress check-ins as necessary - Includes final report 	\$9,500 per year for a program with 3 dealers (minimum) +\$3,166 per year for each additional dealer

<p>Materials, Customization and Printing/Shipping. Materials include:</p> <ul style="list-style-type: none"> - Training manual (with participating NCPA member utility information) - Incentives Quick Reference Guide (with participating NCPA utility information) - Materials will continue to include and expand on information for used EVs. Certified dealers will receive a welcome packet: printed welcome letter with window clings. Gold dealers will also receive a plaque. <p>Dealer Identification, Selection and Recruitment</p> <ul style="list-style-type: none"> - PlugStar team to recruit the number of dealers as agreed to by NCPA members <p>Dealer Training and Certification</p> <ul style="list-style-type: none"> - Training and PlugStar EV certification and support for program dealers - Provide at least three (3) live EV sales webinar training for dealers as a group, as live webinars will include multiple dealerships. - If requested, one in-dealership training for dealers per year <p>PlugStar.com</p> <ul style="list-style-type: none"> - PlugStar.com: Update local data for NCPA member utilities that participate in the program (electricity rates, Incentives, dealers, events, etc.). EV information for dealers is integrated into PlugStar.com <p>Continued dealer field support and Dealer and Customer EV Support Program (Call Center)</p> <ul style="list-style-type: none"> - Ongoing field support for dealers - Toll-free phone and email helpline support for PlugStar EV dealers and their customers 	<p>\$28,000 per year for a program with 3 dealers (minimum)</p> <p>+\$9,333 per year for each additional dealer with programs with 12 or less dealers</p> <p>+8,500 per year for each dealer after the first 12 dealers in the program</p>
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Optional Dealer Incentive

Hem	Cost
<p>Dearer Incentive Funds Example (pass-through to dealers)</p> <ul style="list-style-type: none"> - 250 incentives at \$.400 per vehicle sold 	\$100,000
<p>Incentive Administration Fees Example</p> <ul style="list-style-type: none"> - 12% processing fee 	\$12,000 (based on the amount above)
Additional Program Management Fees	Additional \$1,864 per year per dealer enrolled in the program

Pricing for services not otherwise listed above 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



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PLUG IN AMERICA

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 Plug In America, a California 501(c)(3) nonprofit corporation with its office located at 6380 Wilshire Blvd Suite 1000, Los Angeles, CA 90048 ("Consultant") (together sometimes referred to as the "Parties") as of Dec. 18, 2020 ("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 three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND dollars (\$750,000.00)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

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

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Joel Levin
Executive Director
1270 S Alfred St., No. 351268
Los Angeles, CA 90035

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.

10.16 Intellectual Property. Notwithstanding any other provisions herein, the Parties acknowledge and agree that Contractor's proprietary PlugStar software platform (the "Platform") and its PlugStar certification and training program for vehicle dealers (the "Certification Program") are pre-existing intellectual property of Contractor and are not Services Provided, Invention, or Work Product hereunder, regardless of any references in the Consulting Services Agreement. Agency acknowledges that Contractor is the sole owner of all intellectual property rights

in the PlugStar Platform, and the PlugStar Certification Program. Nothing herein shall be deemed to grant Agency any ownership rights in the Platform, or the Certification Program.

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

NORTHERN CALIFORNIA POWER AGENCY


PLUG IN AMERICA

Date 12/18/20

Date December 14, 2020



RANDY S. HOWARD
GENERAL MANAGER



JOEL LEVIN
EXECUTIVE DIRECTOR

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
 - EV Expo's for residents
 - EV Expo's at workplaces

B. Additional Services

- PlugStar Program, which may include:
- Dealer Incentives
- Sponsorship for national Plug In America events

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$750,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Ride and Drive Events

Final confirmation of funding is required at least seven weeks before the event in order to ensure dealer participation. Payment due upon completion of each event.

Budget details are below:

IN-PERSON RIDE AND DRIVE EVENT BUDGET				
A. ONE EVENT				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging.
Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.

TOTAL			\$10,000.00	
B. TWO-FOUR EVENTS				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging.
Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.
Discount		-10%	-\$1,000.00	Volume discount of 10% for 2-4 events
TOTAL			\$9,000.00	
C. FIVE TO SIX EVENTS				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging

Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.
Discount		-15%	-\$1,500.00	Volume discount of 15% for 5-6 events
TOTAL			\$8,500.00	

VIRTUAL RIDE AND DRIVE EVENT BUDGET

Line Item Description	Qty.	Cost	Total	Additional Details
Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
TOTAL			\$5,000.00	

TWO TO FOUR EVENTS

Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		<i>-10%</i>	<i>-\$500.00</i>	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$4,500.00	

FIVE TO SIX EVENTS

Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		<i>-15%</i>	<i>-\$750.00</i>	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$4,250.00	

Dealer Training, Engagement and Certification Pricing (12-month performance period)
Pricing below represents options depending on how many dealers a utility would like to sponsor in a program. This program pricing can be funded by one or multiple NCPA member utilities.

Project not to exceed "NTE" amount would depend on the number of utilities and dealers participating.

Items	Cost
Program Management, Reporting and Administration <ul style="list-style-type: none"> - Includes 3rd party sales dataset acquisition (See data collection slide) <ul style="list-style-type: none"> - Evaluating PlugStar vs. non-PlugStar dealer sales in program territory - Includes quarterly progress reporting with calls and additional progress check-ins as necessary - Includes final report 	\$9,500 per year for a program with 3 dealers (minimum) +\$3,166 per year for each additional dealer
Materials, Customization and Printing/Shipping. Materials include: <ul style="list-style-type: none"> - Training manual (with participating NCPA member utility information) - Incentives Quick Reference Guide (with participating NCPA utility information) - Materials will continue to include and expand on information for used EVs Dealer Identification, Selection and Recruitment <ul style="list-style-type: none"> - PlugStar team to recruit the number of dealers as agreed to by NCPA members Dealer Training and Certification <ul style="list-style-type: none"> - Training and PlugStar EV certification and support for program dealers - Provide at least three (3) live EV sales webinar training for dealers - In-dealership training for dealers, as needed (COVID Dependant) PlugStar.com and EV Sales Online Tool <ul style="list-style-type: none"> - PlugStar.com: Update local data for NCPA member utilities that participate in the program (electricity rates, incentives, dealers, events, etc.) - EV Sales Tool: A regional license providing dealers access to our mobile-friendly PlugStar EV dealer tool with easy zip code based lookup of EV incentives, charging and info for the makes and models they sell Continued dealer field support and Dealer and Customer EV Support Program (Call Center) <ul style="list-style-type: none"> - Ongoing field support for dealers - Toll-free phone and email helpline support for PlugStar EV dealers and their customers 	\$28,000 per year for a program with 3 dealers (minimum) +\$9,333 per year for each additional dealer with programs with 12 or less dealers +\$8,500 per year for each dealer after the first 12 dealers in the program

Optional Dealer Incentive

Item	Cost
Dealer Incentive Funds Example (pass-through to dealers) <ul style="list-style-type: none"> - 250 incentives at \$400 per vehicle sold 	\$100,000
Incentive Administration Fees Example <ul style="list-style-type: none"> - 12% processing fee 	\$12,000 (based on the amount above)
Additional Program Management Fees	Additional \$1,864 per year per dealer enrolled in the program

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PLUG IN AMERICA

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Plug In America ("Consultant") (collectively referred to as "the Parties") as of June 8, 2023.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective December 18, 2020, (the "Agreement") for Consultant to provide electrification education services including electric vehicle (EV) education, ride and drives, and dealer training and incentive programs; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two (2) years from the original expiration date of December 17, 2023, to a new date of December 17, 2025; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Agreement** is amended and restated to read in full as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

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

SIGNATURES ON FOLLOWING PAGE

Date: 6/2/23

NORTHERN CALIFORNIA POWER AGENCY



RANDY S. HOWARD, General Manager

Date: 5/31/2023

PLUG IN AMERICA



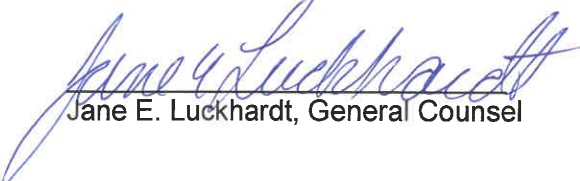
JOEL LEVIN, Executive Director

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel



Plug In America Second Amendment to Multi-Task Consulting Services Agreement

Facilities Committee
July 3, 2024

Background

- NCPA issued an RFP LR2001 for electrification education and outreach services on August 12, 2020, in response to requests from the customer programs working groups.
- NCPA entered into seven different 3-year MTCSAs for various electrification education and outreach services, including a contract with Plug In America effective December 18, 2020.
- The Plug In America agreement was amended on June 8, 2023, to extend the agreement for an additional two-year term.
- This second amendment would update the agreement pricing for the additional two-year term.
- It is recommended to place this item on the consent calendar.

Scope of Work

- Term of Agreement = 5 years
 - Amended on June 8, 2023 to extend from 3 years to 5
- Cost = Remains Not to Exceed \$750,000
 - Compensation Schedule is updated to reflect adjusted pricing for Ride-and-Drives based on increased costs
- Scope of Work
 - EV education events
 - Ride and drives, both in person and virtual
 - Dealer education programs
 - Dealer incentives

Environmental Analysis

- As an enabling agreement, 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.

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Second Amendment to the Multi-Task Consulting Services Agreement between NCPA and Plug In America to update the Compensation Schedule, for continued use by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 25, 2024

SUBJECT: Special Conditions Agreement for Grant Administration for the Herlong Battery Energy Storage System (BESS) Project By and Between Plumas-Sierra Rural Electric Cooperative and the Northern California Power Agency

AGENDA CATEGORY: Discussion/Action

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

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

Adopt Resolution 24-XX approving the Special Conditions Agreement for Grant Administration by and between the Plumas-Sierra Rural Electric Cooperative ("Plumas") and the Northern California Power Agency ("NCPA") (the "Special Conditions Agreement") for the PSREC Herlong Battery Energy Storage System ("Herlong BESS Project"), and to authorize the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Program Grant (DCIP Program Grant) agreement (the "Grant Agreement"), if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement.

BACKGROUND:

Plumas-Sierra Rural Electric Cooperative ("Plumas") seeks to reinforce its electric system reliability by developing and constructing a new BESS Project, the Herlong Battery Energy Storage System Project (the "Herlong BESS Project"). To support the development and construction of the Herlong BESS Project, Plumas is seeking partial funding through a DCIP Program Grant. Pursuant to the requirements of the DCIP Program Grant, only state and local agencies, including multijurisdictional entities like the Northern California Power Agency ("NCPA"), can apply for the DCIP Program Grant.

At the request of Plumas, NCPA proposes to act as the applicant and pass-through entity for the DCIP Program Grant, acting on behalf of Plumas. For the DCIP Program Grant, Plumas would act as the DCIP Program Grant sub-recipient, and would be responsible for performing all of the work associated with the development and construction of the Herlong BESS Project. As the DCIP Program Grant applicant, NCPA's responsibilities would include oversight of the grant application, designation of Plumas as the DCIP Program Grant sub-recipient, and potentially verifying compliance with the applicable DCIP Program Grant requirements. Plumas will be required to assume all other responsibilities and obligations of the DCIP Program Grant.

As such, NCPA submitted a DCIP Program Grant application on behalf of Plumas on June 17, 2024. The Office of Local Defense Community Cooperation (OLDCC) will notify NCPA and Plumas as to whether the DCIP Program Grant is awarded or not. OLDCC anticipated that it will notify applicants by August 8, 2024. If the application is awarded, in order for NCPA and Plumas to formally accept the DCIP Program Grant, NCPA and Plumas will be required to enter into a formal Grant Agreement with the OLDCC. If the application is awarded, NCPA and Plumas will have the opportunity to review the full terms and conditions of the Grant Agreement, and upon such review will have the opportunity to either accept or reject the DCIP Program Grant at that juncture. If upon such review, including review by the NCPA General Counsel, NCPA and Plumas agree to the terms and conditions of the Grant Agreement to accept the DCIP Program Grant, the deadline for executing the Grant Agreement is September 17, 2024.

The Power Management and Administrative Services Agreement (PMASA), as may be amended from time to time, establishes the framework under which participating NCPA Members (further therein referred to as "Participants") shall enter into one or more Service Agreements with NCPA to take certain services from NCPA. In the PMASA, NCPA and a Participant can enter into a special conditions agreement to enable NCPA to supply special "one-off" services as may be required. As such, NCPA, working in coordination with Plumas, has developed a Special

Conditions Agreement to enable NCPA to perform certain services on behalf of Plumas with regard to administration of the DCIP Program Grant, including oversight as the DCIP Grant applicant, establishing Plumas as the DCIP Program Grant sub-recipient, and potentially distributing funds to be used for the development and construction of the Herlong BESS Project. The Special Conditions Agreement further requires Plumas to pay all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, and to indemnify NCPA for any risks or expenses NCPA may incur acting on behalf of Plumas.

If OLDCC awards the DCIP Program Grant to NCPA and Plumas, all three parties will enter into a Grant Agreement, and the Grant Agreement will establish NCPA as a pass-through entity for the DCIP Program Grant and Plumas will be designated as a sub-recipient. Each of these roles are allowed under the terms of the DCIP Program Grant.

A copy of the Special Conditions Agreement has been attached to this staff report for your reference.

FISCAL IMPACT:

Pursuant to the Special Conditions Agreement, Plumas will reimburse NCPA for all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, including costs associated with NCPA staff time and materials. Therefore, there is no direct fiscal impact to NCPA.

ENVIRONMENTAL ANALYSIS:

In order to accept the DCIP Program Grant as a sub-recipient, Plumas must submit environmental review documents to OLDCC. The US Army Environmental Command completed an Environmental Assessment/Finding of No Significant Impact ("EA/FONSI") for the existing 2.5 MW SIAD Solar Project, which includes the BESS portion of the project, in December 2013.

In this instance, NCPA is not the project owner, operator or constructor, and is not contracting for services from the Herlong BESS Project. Thus, submitting and accepting the DCIP Program Grant does not make NCPA's action an activity directly undertaken by a public agency. The Herlong BESS Project is supported by the DCIP Program Grant, but the DCIP Program Grant is a federal grant and NCPA is not providing money, loans or financial assistance to the Herlong BESS Project. Furthermore, NCPA is not issuing any kind of permit or other entitlement for the Herlong BESS Project, nor is NCPA charged with authority to approve or disapprove the Herlong BESS Project. NCPA is simply acting as a pass-through entity for the DCIP Program Grant.

The relationship between OLDCC, NCPA and Plumas will be established in the Grant Agreement wherein the relationships and roles of each party will be defined. NCPA will be listed as a pass-through entity and Plumas will be listed as a sub-recipient. Plumas will have a Federal assistance relationship directly with OLDCC. In its role as a sub-recipient, Plumas will:

- be the entity responsible for programmatic decision-making;
- have its performance measured in relation to whether objectives of a Federal program are met;
- be responsible for adherence to applicable Federal program requirements specified in the Federal Award; and
- use the Federal funds to carry out a program for a public purpose specified in authorizing statute as the funds cannot be used to provide good or services for the benefit of the pass-through entity. (See Title 2, Code of Federal Regulations §200.331.) Thus, this activity by NCPA is not a project for the purposes of the California Environmental Quality Act (See Cal. Publ. Res. Code §21065.)

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On July 3, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Special Conditions Agreement for Grant Administration with Plumas-Sierra Rural Electric Cooperative for the PSREC Herlong Battery Energy Storage System.

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE SPECIAL CONDITIONS AGREEMENT FOR GRANT ADMINISTRATION BY AND BETWEEN PLUMAS SIERRA RURAL ELECTRIC COOPERATIVE AND THE NORTHERN CALIFORNIA POWER AGENCY

(reference Staff Report #XXX:24)

WHEREAS, Plumas-Sierra Rural Electric Cooperative ("Plumas") seeks to reinforce its electric system reliability by developing and constructing a new BESS Project, the Herlong Battery Energy Storage System Project (the "Herlong BESS Project"); and

WHEREAS, to support the development and construction of the Herlong BESS Project, Plumas is seeking partial funding through a DCIP Program Grant. Pursuant to the requirements of the DCIP Program Grant, only state and local agencies, including multijurisdictional entities like the Northern California Power Agency ("NCPA"), can apply for the DCIP Program Grant; and

WHEREAS, at the request of Plumas, NCPA proposes to act as the applicant and pass-through entity for the DCIP Program Grant, acting on behalf of Plumas; and

WHEREAS, for the DCIP Program Grant, Plumas would act as the DCIP Program Grant sub-recipient, and would be responsible for performing all of the work associated with the development and construction of the Herlong BESS Project. As the DCIP Program Grant applicant, NCPA's responsibilities would include oversight of the grant application, designation of Plumas as the DCIP Program Grant sub-recipient, and potentially verifying compliance with the applicable DCIP Program Grant requirements. Plumas will be required to assume all other responsibilities and obligations of the DCIP Program Grant; and

WHEREAS, NCPA submitted a DCIP Program Grant application on behalf of Plumas on June 17, 2024, and the Office of Local Defense Community Cooperation (OLDCC) will notify NCPA and Plumas as to whether the DCIP Program Grant is awarded or not by August 8, 2024; and

WHEREAS, if the application is awarded, in order for NCPA and Plumas to formally accept the DCIP Program Grant, NCPA and Plumas will be required to enter into a formal Grant Agreement with the OLDCC; and

WHEREAS, NCPA and Plumas will have the opportunity to review the full terms and conditions of the Grant Agreement, and upon such review will have the opportunity to either accept or reject the DCIP Program Grant at that juncture. If upon such review, including review by the NCPA General Counsel, NCPA and Plumas agree to the terms and conditions of the Grant Agreement to accept the DCIP Program Grant, the deadline for executing the Grant Agreement is September 17, 2024; and

WHEREAS, the Power Management and Administrative Services Agreement (PMASA), as may be amended from time to time, establishes the framework under which participating NCPA Members (further therein referred to as "Participants") shall enter into one or more Service Agreements with NCPA to take certain services from NCPA. In the PMASA, NCPA and a Participant can enter into a special conditions agreement to enable NCPA to supply special "one-off" services as may be required; and

WHEREAS, NCPA, working in coordination with Plumas, has developed a Special Conditions Agreement to enable NCPA to perform certain services on behalf of Plumas with regard to administration of the DCIP Program Grant, including oversight as the DCIP Grant applicant, establishing Plumas as the DCIP Program Grant sub-recipient, and potentially distributing funds to be used for the development and construction of the Herlong BESS Project, and the Special Conditions Agreement further requires Plumas to pay all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, and to indemnify NCPA for any risks or expenses NCPA may incur acting on behalf of Plumas; and

WHEREAS, pursuant to the Special Conditions Agreement, Plumas will reimburse NCPA for all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant,

including costs associated with NCPA staff time and materials. Therefore, there is no direct fiscal impact to NCPA; and

WHEREAS, for the reasons that are further set forth is Staff Report XXX:24, this activity by NCPA is not a “project” for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves the Special Conditions Agreement for Grant Administration by and between the Plumas-Sierra Rural Electric Cooperative (“Plumas”) and the Northern California Power Agency (“NCPA”) (the “Special Conditions Agreement”) for the PSREC Herlong Battery Energy Storage System (“Herlong BESS Project”), and to authorize the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Program Grant (DCIP Program Grant) agreement (the “Grant Agreement”), if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JERRY SERVENTI
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY

DRAFT
SPECIAL CONDITIONS AGREEMENT
FOR GRANT ADMINISTRATION
FOR THE PSREC HERLONG BATTERY ENERGY STORAGE SYSTEM
BY AND BETWEEN THE
PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE
AND THE
NORTHERN CALIFORNIA POWER AGENCY

This Special Conditions Agreement for Grant Services (the “Agreement”) is entered into as of the ____ day of _____, 2024 (“Effective Date”), by and between the Northern California Power Agency (“NCPA”), a California joint powers and public entity having its central office at 651 Commerce Drive, Roseville, California and the Plumas-Sierra Rural Electric Cooperative, (“Member”), a rural electric cooperative founded in 1937 and an associate member of NCPA, having its central office at 73233 State Route 70, Portola, California. NCPA and the Member are occasionally herein referred to individually as a “Party” or collectively as the “Parties”. This Agreement is premised on the following.

RECITALS:

WHEREAS, NCPA provides, among other services to its membership: electric generation facility development and power resource pooling services to the majority of its member public entities and an associate nonprofit member, and technical, operational, and maintenance services on behalf of the majority of member and associate member entities, for the operation and maintenance of NCPA electric

generating projects in which they are invested, as well as dispatch, scheduling coordination, trading and risk management services, so that the members of NCPA on the whole, exercising their common powers pursuant to the Joint Exercise of Powers Act, may supply electrical power and energy for their residential, commercial, and industrial customers or their own use on a reliable, cost-effective, and environmentally sensitive basis, with the advantages of the economy of scale, which may, under some circumstances, benefit all of NCPA's members; and

WHEREAS, the Member, as an associate member of NCPA, while it looks to NCPA in part for the services described above, it nevertheless wishes to request that NCPA provide special services, in the nature of an advisor or agent, by which the Member may receive an advantage by avoiding the cost of the embedded expertise that it would have to employ in the absence of NCPA, and the risks associated therewith, so that the Member may, at its sole risk, and without hazard to NCPA and its other members, receive benefits, when other NCPA members may not share interests in this Member's particular effort; and

WHEREAS, this Agreement has been drawn to first protect NCPA and its members from any exposure to liability of any kind that might result from any act or omission in the performance of this Agreement, to the fullest extent permitted by law, due to the fact that NCPA will be acting for the Member and not for any other member in its performance of this Agreement and due to the further fact that the benefit of this

Agreement to the other members is limited to the extent to which the challenges of this Agreement develop in NCPA further skill and expertise, but not to any economic or financial benefit for which those members should be liable; and

WHEREAS, the Member desires to utilize the benefits of the investment in, and expertise available through the auspices of NCPA, and NCPA having weighed the consideration herein, and the protection the Member intends to provide NCPA and its other members in this Agreement, wishes to assist the Member; and

WHEREAS, Member believes Member's PSREC Herlong Battery Energy Storage System Project ("Project") meets the requirements for and has a reasonably good chance of receiving a United States Department of Defense, Defense Community Infrastructure Pilot Program Grant ("DCIP Program Grant") to fund construction of Member's Project;

WHEREAS, only state and local agencies, including multijurisdictional entities like NCPA, can apply for a DCIP Program Grant; and

WHEREAS, the Parties intend for Member to be a sub-recipient of the DCIP Program Grant consistent with its terms and conditions; and

WHEREAS, Member as a not-for-profit, member-owned utility can and will be the Project owner under the terms and conditions of the DCIP Program Grant; and

WHEREAS, to assist Member, NCPA as applicant and the Member as sub-recipient submitted a proposal for funding the Project on June 17, 2024, to the Office of

Local Defense Community Cooperation, Department of Defense (OLDCC) for a DCIP Program Grant; and

WHEREAS, if OLDCC notifies NCPA and Member that the Project is invited to submit a DCIP Program Grant application, if Member and NCPA desire to proceed with the Project, Member will prepare the application materials for NCPA to submit through the official grant portal; and

WHEREAS; should NCPA and Member as a sub-recipient receive a notice of award and grant agreement from OLDCC, the Parties intend to review the notice of award and grant agreement for consistency with this Agreement and the Project; and

WHEREAS, if after review of the notice to award and the grant agreement NCPA and Member agree to accept the DCIP Program Grant, the Parties will enter into the grant agreement to accept the award and commit to the Project; and

WHEREAS, the Parties intend to request OLDCC designate Member as a sub-recipient of the DCIP Program Grant as Member intends to permit, construct, own and operate the Project and take responsibility to comply with all DCIP Program Grant requirements, including but not limited to any applicable Federal regulations and the requirements set forth in Title 2, Code of Federal Regulations parts 200 and 1103, and applicable provisions of the Build America, Buy America requirements in the Infrastructure and Jobs Act; and

WHEREAS, the Parties agree that NCPA will be tasked only with oversight as the grant applicant and if necessary, management of the DCIP Program Grant funds, and Member shall provide all other services needed to comply with all DCIP Program Grant requirements, including but not limited to any applicable Federal regulations and the requirements set forth in Title 2, Code of Federal Regulations parts 200 and 1103, and applicable provisions of the Build America, Buy America requirements in the Infrastructure and Jobs Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth herein, the Parties have entered into this Agreement.

Article 1 – SCOPE OF SERVICES

Upon mutual agreement, and subject to the General Conditions described below, NCPA will provide to the Member the Service defined and described below.

1.1 General Conditions. NCPA shall not be obligated under this Agreement to provide any Services to the Member, notwithstanding the fact that the Member may have completely and faithfully complied with each and every term, condition, and covenant of this Agreement. NCPA may decline to furnish the Service requested by the Member in the sole and absolute discretion of NCPA, acting by and through its Commission without the vote of the Member, and such discretion of the Commission shall not be subject to review or to the dispute resolution provisions of this Agreement or of other agreements between the Member and NCPA; provided, however, that,

notwithstanding the foregoing, should NCPA have agreed in a written Grant Funding Authorization, as provided for in Attachment A hereto, to provide the Service for the Member, provided that the Member is then at the time of the Grant Funding Authorization not in default of, and has completely and faithfully complied with each and every term, condition, and covenant of this Agreement, then NCPA shall provide the Service.

1.2 Agency Services. Agency Services mean services that NCPA may provide in the capacity of the exclusive agent of the Member, as principal, subject to the General Conditions of this Agreement, to act as applicant and provide necessary oversight as required by the DCIP Program Grant including creating an account for, holding, disbursing and providing the supporting accounting for the DCIP Program Grant on behalf of Member, if Member executes a Grant Funding Authorization in substantially the form contained in Attachment A to this Agreement.

Member shall assume responsibility for all other aspects of the Project and the terms and conditions of the DCIP Program Grant. NCPA and Member shall meet quarterly to review Project status, use of DCIP Program Grant funds, and compliance with DCIP Program terms and conditions. NCPA will recover its costs to provide the Agency Services on an hourly charge or monthly retainer as shown on Attachment A2. NCPA may adjust the monthly retainer and hourly charges as it determines may be

required to fully recover its costs, in its sole discretion, during the preparation and adoption of the NCPA Annual Budget.

Article 2 – REQUEST FOR AGENCY SERVICES

2.1 Member Request. After the Effective Date and upon receipt of an executed Grant Funding Authorization, NCPA shall provide the Member with the Agency Services stated above in consideration for Member's agreement to pay NCPA its costs to provide the Agency Services as described in Attachment A2. No obligation as might be imposed by law on NCPA or its other members or upon the Member shall arise unless both Parties execute the Grant Funding Authorization.

2.2 Mutual Agreement on Scope of Agency Services and Costs to Provide those Agency Services. NCPA will provide the Agency Services as described herein and on Attachment A2 upon both Parties' execution of the Grant Funding Authorization. NCPA will invoice the Member for the monthly retainer and/or hourly costs as reflected in Attachment A2, as may be adjusted from time to time, and include those charges on Member's all resources bill.

2.3 Authentication of Delegation. NCPA is entitled to require an authentication of the delegation of any authority of the governing body of the Member to a General Manager of the Member, by a formal resolution and legal opinion. In addition, NCPA may require, as part of the General Conditions, that the Member or its authorized General Manager delegate authority to NCPA before it undertakes to

perform any Agency Services on behalf of the Member, in form and substance acceptable to NCPA, in its sole discretion, as provided in the General Conditions.

Article 3 – DUE DILIGENCE AND RESPONSIBILITY

3.1 **Due Diligence.** Member assumes all responsibility to complete necessary due diligence on the DCIP Program Grant and its application to Member's Project. NCPA has conducted no due diligence and makes no representations regarding the DCIP Program Grant or its application to Member's Project.

3.2 **Member Accepts All Risks Associated with the DCIP Program Grant.** NCPA takes no responsibility for and makes no representation regarding the efficacy of the DCIP Program Grant for Member's Project, the conditions and requirements associated with the DCIP Program Grant and the use of any funds provided through the DCIP Program Grant for the Project. NCPA has not evaluated any risks associated with accepting the DCIP Program Grant. Member accepts all risks, responsibilities and requirements placed upon NCPA or Member and shall in all situations be wholly responsible for the DCIP Program Grant regardless of whether any tasks are performed by NCPA or by Member.

Article 4 – REPRESENTATIONS AND WARRANTIES

4.1 **Initial Representations and Warranties.** On the Effective Date, the Member represents and warrants to NCPA that:

- (i) it is duly organized, validly existing and in good standing under the laws of California and of the United States;
- (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement including but not limited to receipt of the funds from the DCIP Program Grant for the Project;
- (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (iv) this Agreement, and each other document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.
- (v) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;
- (vi) there is not pending or, to its knowledge, threatened against it or any legal proceedings or investigations that could materially adversely affect its ability to perform its obligations under this Agreement and each

Transaction (including any Confirmation accepted in accordance with this Agreement);

- (vii) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of NCPA in providing Agency Services, and the Member is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and
- (ix) it has entered into this Agreement in connection with the conduct of its enterprise.

4.2 Further Representations and Warranties. On the Effective Date, the Member further represents and warrants to NCPA that: (i) all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the laws of

the State of California and the charter, ordinances, bylaws or other regulations, (ii) all persons making up the governing body of the Member are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the state and local, and other applicable law, (iii) entry into and performance of this Agreement are for a proper public purpose within the meaning of all relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Agreement does not extend beyond any applicable limitation imposed by the relevant constitutional, organic or other governing documents and applicable law, (v) the Member's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures or agreements to which it is a party, and all other relevant constitutional, organic or other governing documents and applicable law; (b) not subject to any prior claim under any and all bond ordinances or indentures or agreements to which it is a party, and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all of the Member's obligations hereunder (vi) entry into and performance of this Agreement by the Member will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of the Member or NCPA otherwise entitled to such exclusion, and (vii) obligations to make

payments hereunder do not constitute any kind of indebtedness of the Member or create any kind of lien on, or security interest in, any property or revenues of the Member which, in either case, is proscribed by any provision of any relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

4.3 Primacy of NCPA Projects. Notwithstanding the availability of NCPA personnel and equipment the Member acknowledges and agrees that the first priority for NCPA personnel are the other NCPA projects in which more than one member participates, and that the Agency Services NCPA provides under this Agreement are subordinate to NCPA's duties to serve the other members.

Article 5 – GOVERNING BODY APPROVAL

This Agreement and the DCIP Program Grant shall be entered into only upon approval by the Member's governing body by resolution or by Member's General Manager with written delegated authority, in conjunction with the executed Grant Funding Authorization.

Article 6 – GRANT FUNDING ACCOUNT

As stated above in the Recitals, Member through NCPA has submitted a proposal for and is awaiting notification to submit an application for an award of a DCIP Program Grant. NCPA's only Agency Services under this Agreement are to

support Member's formal application; and create an account for, hold, disburse and provide the supporting accounting for the DCIP Program Grant. Member shall assume responsibility for all other aspects of the Project and the DCIP Program Grant.

6.1 Grant Account. The Grant Account is an account established at NCPA pursuant to this Agreement. The Grant Account is established to: (i) receive DCIP Program Grant funds ("DCIP Grant Funds") held by NCPA under this Agreement for the purposes of supporting funding of Member's Project, (ii) hold the DCIP Grant Funds pursuant to any DCIP Program Grant award requirements prior to disbursing those funds to Member, (iii) disburse those funds to Member upon receipt of a signed Grant Disbursement Authorization and Confirmation (form included in Attachment A1), and (iv) return any unused DCIP Grant Funds to the DCIP Program.

6.2 Initial Amount. After the effective date of this Agreement and upon receipt of a fully executed DCIP Grant Funding Authorization in substantially the form contained in Attachment A, NCPA shall create a new account to serve as the Grant Account. NCPA will deposit all of the DCIP Grant Funds into the Grant Account and no other funds shall be mixed with the DCIP Grant Funds in the Grant Account. NCPA shall maintain a detailed accounting of the Grant Account. Interest earned on the Grant Account shall be credited to the Member and subject to any restricted uses specified by the DCIP Program. Any losses in the Grant Account, due for example to the

compulsory sale of investments to comply with Member's needs for funds to support the Project, shall be allocated to and reimbursed by Member.

6.3 Periodic Reviews. Upon receipt of the DCIP Grant Funds and at least quarterly thereafter, NCPA shall review the balances in the Grant Account and provide a summary to Member. Member shall submit and respond to all DCIP Program reporting and auditing requirements, but NCPA shall prepare summaries or Grant Account information for Member to use in responding to all DCIP Program reporting and auditing requirements.

6.4 DCIP Program Audits. In the event the DCIP Program requests to audit the Grant Account, NCPA will work with Member and cooperate with the DCIP Program auditors. NCPA shall charge Member for all costs in complying with the audit.

6.5 Grant Funds Disbursement to Member. Upon receipt of a Grant Disbursement Authorization and Confirmation in substantially the form contained in Attachment A1, NCPA shall disburse funds to Member. Member shall only use DCIP Grant Funds for Project expenses authorized by the DCIP Program. Member shall take full responsibility for complying with all requirements of the DCIP Program and the DCIP Grant Funds including but not limited to disbursement and use of DCIP Grant Funds and rectifying any misuse of DCIP Grant Funds.

6.6 Return of Funds. On the termination of this Agreement and upon completion of a Grant Account reconciliation with Member, NCPA shall return any unused funds to the DCIP Program.

6.7 Documentation of Grant Fund Uses. Member shall maintain all records necessary to demonstrate that all DCIP Grant Funds are used by Member to fund authorized DCIP Program expenses for the Project. Any questions or concerns by the DCIP Program or anyone else about the use of DCIP Grant Funds shall be addressed and resolved by Member. All interim and final reports required by the DCIP Program shall be completed by and be the responsibility of Member.

Article 7 – PAYMENTS AND DEFAULTS

7.1 Billing and Payment. Monthly billing statements prepared by NCPA shall be sent to the Member showing the Member's unpaid balance for Agency Services and other expenses relating to this Agreement. NCPA may provide this information on monthly billing statements prepared by NCPA pursuant to other Project Agreements with the Member and commonly referred to as the all resources bill. NCPA will provide the monthly billing statements electronically if requested by the Member; otherwise NCPA shall mail the statements by U.S. Postal Service, first class postage pre-paid.

7.1.1 Disputed Monthly Billing Statement. In case any portion of any billing statement received by Member from NCPA shall be in bona fide dispute,

Member shall pay NCPA the full amount of such billing statement and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, shall be credited to Member by NCPA.

7.2 Application of Operating Account. NCPA may apply the Member's Operating Account to the payment of any portion of the monthly billing statement. If Member does not timely pay the billing statement, Application of such funds shall not relieve the Member for any late payment charges.

7.3 Late Payments. Amounts shown on each billing statement are due and payable at the time noted on the invoice, but not later than thirty (30) days after the date of the invoice, except that any amount due on a Friday, holiday or weekend may be paid on the following working day. Any amount due and not paid by the Member shall bear interest at the per annum prime rate (or reference rate) of the Bank of America NT & SA then in effect, plus two percent per annum computed on a daily basis until paid.

7.4 Audit Rights. The Member shall have the right to audit at its expense any data created or maintained by NCPA pursuant to this Agreement on thirty (30) days written notice, unless otherwise agreed by the Member and NCPA.

7.5 Failure to Pay. If the Member fails to pay any amount due to NCPA within thirty (30) days of the date of receipt of an invoice enumerating such amounts, the Member is in default and material breach under this Agreement.

7.6 Other Material Breaches. If the Member is in default or in breach of any of the Covenants or the terms, requirements or conditions of the DCIP Program Grant, it shall be in default of this Agreement. In addition, if the Member is in default or in breach of any of its covenants under any other agreement with NCPA, it shall also be considered in material default of this Agreement.

7.7 Cure Period. Upon written notice by NCPA, the Member shall cure any default within five (5) working days.

7.8 Cure of Defaults. A default shall be cured by the payment of any monies due NCPA, including any late payment charges, and repayment of any funds drawn from the Operating Account. A default under any other agreement with NCPA shall be cured by compliance with the covenant.

7.9 Remedies in the Event of a Material Default. NCPA may suspend the provision of any Agency Services or to the Member with a default which has not been cured within the Cure Period, including, demanding further assurances, and taking any other legal or equitable action before or after the Cure Period to compel the correction of the default, as for example, to mandate the collection of a surcharge to produce Revenues to secure the cure of the default, (and the selection of one remedy shall not preclude the use of other remedies), on behalf of NCPA and other Members (in which event the defaulting Member shall not have the right to vote while such defaulting Member is in material default as determined by the NCPA Commission).

7.10 Obligations in the Event of Default. In the event the Member's share of the Operating Account is insufficient to cover the costs of the Agency Services or any refund required by the DCIP Program Grant, (i) the defaulting Member shall cooperate in good faith with NCPA and shall cure the default as rapidly as possible, on an emergency basis, taking all such action as is necessary, including, but not limited to, drawing on its cash-on-hand and lines of credit, obtaining further assurances by way of credit support and letters of credit, and taking all such other action as will cure the default quickly; and provided, however, (ii) that neither NCPA nor any other member shall be liable under this Agreement for the obligations of the defaulting Member, and the Member shall be solely responsible and liable for performance of its obligations under this Agreement, the Agency Services and the DCIP Program Grant.

Article 8 – TERM OF THIS AGREEMENT

8.1 Term of This Agreement. The term of this Agreement will be from the Effective Date to the date the Project is complete or the DCIP Grant Funds are exhausted, all reports and filings are complete and the DCIP Program Grant sponsor, currently the OLDCC, closes out the DCIP Program Grant, whichever is later.

Article 9 – NO IMMUNITY CLAIM

9.1 No Immunity Claim. The Member warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself

or its revenues or assets from (i) suit, (ii) jurisdiction of a court (including a court located outside the jurisdiction of its organization), (iii) relief by way of injunction, order for specific performance or recovery of property, (iv) attachment of assets, or (v) execution or enforcement of any judgment.

Article 10 – MEMBER COVENANTS

The definitions in this Article 10 apply to the covenants in section 10.3 and elsewhere in this Agreement.

10.1 Electric system. Electric System means, with respect to the Member, all properties and assets, real and personal, tangible and intangible, of the Member now or hereafter existing, used or pertaining to the generation, transmission, transformation, distribution and sale of electric capacity and energy, including all additions, extensions, expansions, improvements and betterments thereto and equipment thereof; provided, however, that to the extent the Member is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described purposes, only the Member's ownership interest in such asset or property or only the part of the asset or property used for electric purposes shall be considered to be part of its Electric System.

10.2 Revenues. Revenues means, with respect to the Member, all income, rents, rates, fees, charges, and other moneys derived by the Member from the ownership or operation of its Electric System, including, without limiting the generality

of the foregoing, (i) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing and supplying of electric capacity and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System, (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to its Electric System, and (iii) the proceeds derived by the Member directly or indirectly from the sale, lease or other disposition of all or a part of the Electric System, but the term Revenues shall not include (a) customers' deposits or any other deposits subject to refund until such deposits have become the property of the Member or (b) contributions from customers for the payment of costs of construction of facilities to serve them.

10.3 Member Covenants. The Member covenants and agrees to (i) establish and collect rates and charges for the services and commodities provided by its Electric System sufficient to provide Revenues adequate to meet its obligations under this Agreement and the DCIP Program Grant, and to pay all other amounts payable from, and all lawful charges against or liens upon, the Revenues; (ii) make payments under this Agreement from the Revenues of, and as an operating expense of, its Electric System; (iii) make payments under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement and any transaction (such payments are not subject to any

reduction, whether by offset or otherwise, and regardless of whether any dispute exists); and (iv) operate its Electric System and the business in connection therewith in an efficient manner and at reasonable cost and to maintain its Electric System in good repair, working order, and condition.

10.4 Project Covenants. The Member covenants and agrees to take all necessary actions and complete responsibility for the Project and the DCIP Program Grant, including but not limited to any applicable Federal regulations and the requirements set forth in Title 2, Code of Federal Regulations parts 200 and 1103, and applicable provisions of the Build America, Buy America requirements in the Infrastructure and Jobs Act. This Member Covenant includes but is not limited to the following specific DCIP Program Grant requirements: (i) obtain all governmental approvals, permits, licenses, rights-of-way, leases, property acquisitions, interconnection agreements and any other authorizations or land interests necessary to lawfully construct, maintain, own and operate the Project; (ii) conduct the appropriate level of environmental review including but not limited to any required analysis under the California Environmental Quality Act and analysis to support an OLDCC final National Environmental Policy Act determination as required by the DCIP Program Grant; (iii) begin Project construction no later than August 31, 2025, and complete construction resulting in complete and usable facilities no later than August 31, 2030, consistent with the requirements of the DCIP Program Grant; (iv) secure and pay all

costs associated with surety bonds including those for cost overruns and project completion to support and meet the requirements of the DCIP Program Grant; (v) diligently pursue construction of the Project to avoid Project cost overruns; and (vi) comply with applicable Federal procurement and contracting processes.

Article 11 – DELEGATION OF MEMBER AUTHORITY

11.1. Delegation to Member Agent. The Member hereby designates as its authorized agent, the Member General Manager, to whom by resolution the Member has delegated its authority to execute on its behalf forms of contracts pursuant to this Agreement for the Grant Funding Authorization and Grand Disbursement Authorization and Confirmation subject to any requirements or guidelines adopted by the Member's governing body.

11.2. Delegation to NCPA. The Member by resolution or Member's General Manager with written delegated authority will delegate to NCPA all of the Member's governing body's authority to perform the Agency Services and execute, receive and hold DCIP Grant Funds on behalf of Member for Member's Project. Such delegation shall not be revoked by Member or Member's General Manager during the term of this Agreement.

Article 12 – AGENCY SERVICES LITIGATION

12.1 Agency Services Litigation. In the event of bankruptcy or insolvency of Member or litigation, dispute resolution, governmental inquiry, including

investigations or legislative inquiries, relating to any matter involving this Agreement, the Agency Services or the DCIP Program Grant, NCPA may select Counsel of its choice to advise and represent NCPA and the Member, and the Member shall pay NCPA for such expenses, as billed pursuant to this Agreement. Provided, however, that NCPA will not initiate litigation against third persons related to or arising out of this Agreement without Member's concurrence.

Article 13 – PROJECT CONSTRUCTION, DCIP PROGRAM GRANT CONSTRUCTION FUNDING AND NCPA OVERSIGHT

To the extent allowed by the DCIP Program Grant, NCPA will act as a pass-through entity and Member will act as a sub-recipient as those terms are defined in Title 2 Code of Federal Regulations § 200.1. The following sections describe some of the discreet actions Member will take to fulfil its responsibilities as a sub-recipient.

13.1 Project Construction. Member will secure and take full responsibility for all of the following aspects of Project construction:

- Environmental permitting and compliance including satisfying National Environmental Policy Act requirements for the grant award and any required state and local environmental requirements (including but not limited to compliance with the California Environmental Quality Act);
- Engineering for project design and layout including a third-party independent cost estimate;
- Purchasing equipment consistent with any DCIP Program Grant federal purchasing requirements;
- Contracting for construction services not provided by Member's crews consistent with DCIP Program Grant federal contracting requirements;

- Project management through Member's staff or a contractor secured consistent with any DCIP Program Grant requirements;
- Project testing, inspection and operation/completion through deploying Member's staff and outside contractors, and coordination and satisfaction of all requirements of NV Energy for interconnection and commercial operation of the Project; and
- Diligently pursuing Project completion by beginning construction no later than August 31, 2025 and completing the Project no later than August 31, 2030.

13.2 Project Ownership. At all times Member will own the Project.

13.3 Project Financing. Member will secure all needed working capital in order to permit, design, procure, construct and bring the Project to commercial operation. Member will submit required documentation to apply DCIP Project Grant funds to the Project construction costs allowed to be funded by the DCIP Program Grant. Member will provide DCIP Program Grant interim and final close out reports to NCPA when they are provided to OLDCC.

13.4 Quarterly Meetings. Member and NCPA will meet quarterly to discuss Project status, DCIP Program Grant funding, and DCIP Program Grant compliance and reporting.

Article 14 - INDEMNIFICATION, DEFENSE, AND RELEASE

14.1 Indemnity Obligation of Member. The Member hereby assumes all responsibility and liability for the Agency Services provided under the Agreement (except for embezzlement or theft by NCPA personnel of DCIP Grant Funds received by NCPA and/or transferred to the Grant Account) as if they were performed by the

Member's employees and accordingly intends to protect NCPA, its member entities, governing officials, officers, agents, and employees against claims or losses of any kind whatsoever resulting from Agency Services provided pursuant to this Agreement. The Member is willing to take on such complete responsibility as an inducement to NCPA to enter into this Agreement. NCPA will not enter into this Agreement absent such inducement for NCPA's sole source of revenue comes from its members, which cannot be exposed to the risks of loss or damage due to Agency Services provided pursuant to this Agreement. Thus, except as provided above, the Member (the "Indemnifying Party") agrees to indemnify, defend and hold harmless NCPA and its members, including their respective governing officials, officers, agents, and employees ("Indemnified Party or Parties"), from and against any and all claims, administrative actions, suits, losses, damages, expenses and liability of any kind or nature, including, without limitation, reasonable attorneys' fees ("Claim" or collectively "Claims") including but not limited to those caused by any breach of contract, negligence, active or passive, or gross negligence of the Indemnifying Party, its officers, employees, subcontractors or agents, to the maximum extent permitted by law, but only as to Claims related to this Agreement.

14.2 Notice and Defense. Promptly after receipt by an Indemnified Party of any Claim or notice of a Claim or the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in section 14.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. The

Indemnifying Party shall have the right to assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party or Parties shall, at the expense of the Indemnifying Party, have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party or Parties.

14.3 Failure to Assume Defense. Should any of the Indemnified Parties be entitled to indemnification under section 14.1 as a result of a Claim by a third Party, and should the Indemnifying Party fail to assume the defense of such Claim after reviewing notification thereof as provided in section 14.2, then such Indemnified Party may, at the expense of the Indemnifying Party, contest or settle such Claim. To the extent that any of the Indemnified Parties is required to initiate and prevails in legal proceedings against the Indemnifying Party to enforce rights under this Article, the Indemnifying Party shall pay all costs and attorneys' fees incurred by the Indemnified Party in enforcing its rights. In addition to the foregoing, a failure to assume defense as provided may be deemed by NCPA a material breach of this Agreement.

14.4 Release and Covenant Not to Sue. Except for claims identified in Section 14.1 above, the Member hereby forever releases and discharges NCPA, its members, governing officials, officers, agents, employees, and subcontractors (Released Parties) from any and all liabilities, claims, demands or causes of action that the Member may hereafter have for injuries, damages, or losses of any kind whatsoever arising out of the Agency Services or this Agreement performed or not performed, or inadequately performed by NCPA, including, but not limited to, losses caused by the passive or active negligence of the Released Parties or hidden, latent, or obvious defects in equipment or materials used.

Except for claims identified in Section 14.1 above, the Member hereby forever covenants not to sue the Released Parties for any injuries, damages, or losses, or liabilities, claims, demands or causes of action related thereto, to which the foregoing release applies.

Article 15 - GENERAL PROVISIONS

15.1 Independent Contractor. NCPA shall be an independent contractor with respect to the Agency Services to be performed hereunder. Neither NCPA nor its subcontractors, nor their agents or employees, shall be deemed to be the servants, employees, or agents of the Member, notwithstanding Article 14.

15.2 Occupational Safety and Health Act. The Member shall design, equip, and maintain and operate in accordance with all applicable rules, regulations, orders,

standards and interpretations promulgated under the Occupational Safety and Health Act (1970) (OSHA), as amended and in effect as of the day of execution of this Agreement or such similar act as adopted by the State of California, if applicable.

15.3 Proprietary Information. To the extent permitted by law, in particular the California Public Records Act, the Parties shall maintain the confidentiality of proprietary information.

15.4 Patents. The Member shall defend, indemnify and hold harmless NCPA from any suit or action brought against NCPA based on a claim that any item, materials or equipment procured pursuant to this Agreement, or any part thereof, furnished or specified by NCPA or the Member hereunder or any use thereof for purposes of this Agreement, constitutes an infringement of any claim of patent.

15.5 Binding Effect: Successors and Assigns.

15.5.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

15.5.2 Neither Party hereto shall assign or convey any of its rights, titles or interests under this Agreement without the prior written consent of the other Party hereto.

15.6 Not for Benefit of Third Parties. This Agreement and each and every provision thereof is for the exclusive benefit of the Parties hereto and not for the benefit

of any other party except that the other member entities are intended to benefit from the protections provided them in this Agreement in Article 14.

15.7 Choice of Law. This Agreement is made and is to be performed in California and any dispute arising therefrom shall be governed and interpreted in accordance with California laws.

15.8 Article Headings and Subheadings. All article headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15.9 No Waiver. No waiver by a Party of any breach or default by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party hereunder. The giving of a waiver by a Party in any one instance shall not limit or waive the necessity to obtain such Party's waiver in any future instance. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the Party waiving such rights.

15.10 Good Faith and Fair Dealing. The Parties agree to deal fairly and to act in good faith in the performance or enforcement of this Agreement. Wherever this Agreement requires a consent or approval of a Party hereto, such consent or approval shall not be unreasonably withheld or delayed except as otherwise specifically provided herein.

15.11 Severability. In the event that any of the provisions of this Agreement, or portions or applications thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the Member and NCPA shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

15.12 Legal Capacity. Each Party represents and warrants that it has the legal capacity to enter into this Agreement and to perform all obligations undertaken herein.

15.13 No Counterparts. This Agreement and any amendments will not be executed in counterparts but in one or more duplicate originals which shall constitute but one and the same instrument.

15.14 Further Assurances. If either Party reasonably determines that any further instruments, representation of assurance of payment, or performance, or any other things are necessary or desirable to carry out the terms of this Agreement, the other Party will execute and deliver all such instruments and assurances and do all such things as the first Party reasonably deems necessary or desirable to carry out the terms of this Agreement.

15.15 Status of Parties and Regulatory Compliance. The Parties acknowledge that this Agreement is formed between a rural electric cooperative and a public agency.

Neither Party shall have any claim against the members, governing officials, officers, employees or agents of either Party.

The Member is subject to the regulatory compliance requirements of several agencies including but not limited to the DCIP Program Grant and OLDCC. The Member shall be solely responsible for, and shall reimburse NCPA for any costs of compliance with any reporting requirements, documentation, permits or conditions, including any fines or penalties, to the maximum extent permitted by law.

15.16 NCPA's Organization. The Member is responsible for assuring for itself that NCPA's personnel are appropriately trained, educated, and skilled to competently perform the Agency Services. The Member acknowledges and agrees that NCPA makes no warranties or representations regarding the qualifications of its employees, agents, and subcontractors.

15.17 Acknowledgments and Interpretation. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. The Parties acknowledge that in executing this Agreement they rely solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other Party or its counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provisions.

15.18 Default Termination. Upon the occurrence of a material default, the non-breaching Party shall notify in writing the breaching Party of its intent to terminate this Agreement if the breach is not cured within thirty (30) days. If the breaching Party does not cure the event of default within such thirty (30) day period, the non-breaching Party may immediately terminate this Agreement for Default. Written notice of termination shall be delivered to the breaching Party at the address shown on page one (1) of this Agreement or as changed. Either party may provide a new address for such notice at any time by providing written notice to the other party.

15.19 Default Termination Remedies. In the event of a default termination for material breach or abandonment by Member, NCPA may by appropriate court action or actions, either at law or in equity, preserve its position to recover damages and expenses associated with the breach; and/or pursue, concurrently or separately, other remedies available in law, in equity or in bankruptcy in anticipation of pursuing its remedies pursuant to Article 16 of this Agreement.

15.20 Survival. The terms of this Agreement shall survive any termination or cancellation hereof to the extent necessary to allow a Party to enforce any remedy granted hereunder in connection with such termination or cancellation. The terms of Article 14 of this Agreement, entitled "Indemnification, Defense, and Release" shall survive any termination or cancellation, in perpetuity as to the Release, and otherwise for ten (10) years and one day after the effective date of termination or cancellation.

Article 16 - DISPUTE RESOLUTION

16.1 Negotiations. The Parties will attempt in good faith to resolve through negotiation any dispute, arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a detailed statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within ten (10) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the Parties are unable to resolve the dispute at the meeting by negotiations, they shall consider mediation.

During any dispute and negotiations, the Member shall continue to timely pay NCPA for Agency Services rendered, even though such dispute may concern those Agency Services. NCPA agrees to continue performing the Agency Services, provided that no payment due from the Member is overdue.

16.2 Mediation. The Parties agree that any and all disputes arising out of or relating to this Agreement that are not resolved by their mutual agreement after negotiations pursuant to section 16.1, should be submitted to mediation before JAMS, or its successor or similar alternative dispute resolution (ADR) organization of respected,

retired judges, or to a private judge, as the Member may determine, in its reasonable discretion, and with the written consent of NCPA, provided that the Member will be responsible for all of the expenses of mediation. Either Party may commence the mediation process called for in this Agreement by filing a written request for mediation with JAMS, its successor, or another ADR organization or private judge with a copy to the other Party. The Parties agree that they will participate in the mediation in good faith when and if the Member determines to invoke mediation as a dispute resolution remedy, at its expense.

16.3 Waiver of Certain Judicial Rights. Except for claims identified in Section 14.1 above, if the Parties fail to either negotiate or mediate a mutually satisfactory resolution of any dispute, then upon written notice given twenty (20) days in advance, either Party may terminate this Agreement, subject to any unpaid or unreimbursed compensation or costs payable by the Member to NCPA, and without affecting the survival of Article 14, entitled “Indemnification, Defense, and Release” for its full term, notwithstanding any default hereunder by NCPA. The Parties agree not to, and covenant not to sue, and waive their respective rights thereto.

Article 17 – LIMITATION OF LIABILITY

17.1 Limitation of Liability. Except for claims identified in Section 14.1 above, to the extent the law allows, NCPA, its members, governing officials, officers, employees, and agents shall have no liability to the Member under this Agreement with

respect to all claims however caused, arising out of the performance or non-performance of the Agency Services and obligations under this Agreement, whether based in contract, warranty, tort (including negligence), strict liability, or otherwise, including without limitation, liability for consequential damages pursuant to Article 18. NCPA shall not be required to carry any insurance, and even if insurance is carried by NCPA, such insurance shall not be available to the Member for any claim, death, damages, injuries, losses of any kind whatsoever, unless, and solely to the extent, that the Member procures such insurance of its own accounts, and pays, and is solely responsible for any and all premiums and costs related to such coverage. If notwithstanding the foregoing limitations of this Section 17.1, liability is imposed, then such total liability shall be limited to the net present value of the expertise NCPA gained through this Agreement that is of value to its other members.

Article 18 – CONSEQUENTIAL DAMAGES

18.1 Consequential Damages. Except for claims identified in Section 14.1 above, NCPA, its members, governing officials, officers, employees, and agents (excluding counterparties) shall not be liable to the Member, for incidental, indirect, punitive, exemplary, special or consequential loss or damage arising out of or relating to this Agreement, including, but not limited to, loss of use, customer claims and damages, loss of revenue, loss of power sales, loss of electric system reliability, outages and cascading disturbances, principal office expenses, delay, loss by reason of plant

shutdown or inability to operate, increased cost of operating and maintaining the Project, debt service, rental payments or contractual damages incurred by the Member or to others. The Member is and will remain through the survival provisions of Article 15 of this Agreement, solely responsible for such risks, losses, damages and costs, however described; including consequential damages that may be suffered by NCPA, its members, governing officials, officers, employees, and agents (excluding counterparties) arising from this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the Effective Date, having acknowledged and accepted the terms, conditions, promises, and covenants of this Agreement, as evidenced by the following signatures of the representatives of the Parties, who are represented and warranted to be fully and lawfully authorized, by all necessary official action, to execute and deliver this Agreement.

MEMBER:

NCPA:

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

NORTHERN CALIFORNIA POWER
AGENCY

By: _____

By: _____

Name: _____

Name: Randy S. Howard

Title: _____

Title: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

It's Attorney

By: _____

Jane E. Luckhardt
General Counsel

ATTEST:

By: _____

Clerk

By: _____

Authorized Signature for NCPA

ATTACHMENT A
MEMBER REQUEST
GRANT FUNDING AUTHORIZATION

The Plumas-Sierra Rural Electric Cooperative (Member), hereby requests the Northern California Power Agency (NCPA) execute any necessary agreements with the United States Department of Defense, Defense Community Infrastructure Program ("DCIP Program") to receive and hold funds on Member's behalf for funding as authorized by the DCIP Program and the DCIP Program Grant, Member's PSREC Herlong Battery Energy Storage System Project (the "Project"). Such execution, receipt and holding of the DCIP Grant Funds shall be made in accordance with the terms of the Special Conditions Agreement for Grant Administration by and between Member and NCPA, and this Grant Funding Authorization, each as may be amended from time to time. Member acknowledges that NCPA will execute, receive and hold the DCIP Program Grant Funds, pursuant to the terms of the DCIP Program and the DCIP Program Grant, including but not limited to any applicable Federal regulations and the requirements set forth in Title 2, Code of Federal Regulations parts 200 and 1103, and applicable provisions of the Build America, Buy America requirements in the Infrastructure and Jobs Act, as directed by Member's General Manager, or his or her designee, each of whom by the approval as to legal form below by Member's attorney is warranted to possess the necessary authority to approve such actions by NCPA on behalf of Member.

Member requests NCPA execute, receive and hold DCIP Program Grant Funds from Grant # _____ in a Grant Account to support Member's PSREC Herlong Battery Energy Storage System Project.

Authorized Signature for Member
General Manager

Date

Approved as to Legal Form
Attorney for Member

Date

Authorized Signature for NCPA

Date

ATTACHMENT A1
MEMBER REQUEST
GRANT DISBURSEMENT AUTHORIZATION AND CONFIRMATION

The Plumas-Sierra Rural Electric Cooperative (Member), hereby confirms its request to receive the funds described below from the Northern California Power Agency (NCPA)'s Grant Account funded by the Defense Community Infrastructure Program ("DCIP Program") for Member's PSREC Herlong Battery Energy Storage System Project ("Project"). Such disbursement shall be made in accordance with the terms of the Special Conditions Agreement for Grant Administration by and between Member and NCPA, and this Grant Disbursement Authorization and Confirmation, each as may be amended from time to time. Member acknowledges that NCPA will provide the funds to Member as described below, pursuant to the Member's representation in this Grant Disbursement Authorization and Confirmation that the DCIP Program Grant Funds will be used only for expenses authorized by the terms of Member's DCIP Program Grant and the DCIP Program, including but not limited to any applicable Federal regulations and the requirements set forth in Title 2, Code of Federal Regulations parts 200 and 1103, and applicable provisions of the Build America, Buy America requirements in the Infrastructure and Jobs Act, as directed by Member's General Manager, or his or her designee, each of whom by the approval as to legal form below by Member's attorney is warranted to possess the necessary authority to request such fund transfer on behalf of Member.

Member shall provide copies of all necessary supporting documentation with this Grant Disbursement Authorization and Confirmation for this requested disbursement that will provide the evidence that will allow the auditor to express their opinion of the financial statements and grant program compliance when performing the Single Audit including but not limited to:

- Invoices
- Employee timesheets that reflect employee name, title, hours charged to project, and payrate
- MOUs or other agreements that define payment rules for overtime, double time, meals, and other non-base wages
- Identification of direct labor versus non-direct labor
- Contracts for any consulting/contractor services
- All calculations of overheads applied to wages, contract services, use of vehicles, etc. including benefits, administrative and general costs, etc.
- Description of allocated costs and identification of allocation methodologies
- All other documentation supporting expenditures included in the request for payment

Member requests NCPA to disburse to Member the total funds described below and listed in any attachment(s) hereto:

Authorized Signature for Member
General Manager

Date

Approved as to Legal Form
Attorney for Member

Date

Authorized Signature for NCPA

Date

ATTACHMENT A2 MEMBER REQUEST

SCOPE OF AGENCY SERVICES AND NCPA MONTHLY AND HOURLY FEES

Scope of Agency Services. As described in section 1.6 and Article 6 NCPA's only responsibility is to provide Agency Services that include acting as the grant applicant, creating an account for grant funds, holding, disbursing and providing the supporting accounting for the DCIP Program Grant and any required oversight. Member shall assume responsibility for all other aspects of the Project and the DCIP Program Grant. NCPA and Member will work with OLDCC to specify Member as a sub-recipient and NCPA as a pass-through entity.

FEE SCHEDULE

NCPA Services performed shall be charged to Plumas-Sierra REC as follows:

1. **Set-up Fee**
Reimbursement for review of recipient and sub-recipient grant tracking and reporting requirements, creation and documentation of internal controls, review of recipient A-133 Single Audit requirements, set-up and creation of accounting related tracking, reporting, and required forms at a flat fee of \$5,400.
2. **Fixed Monthly Fees**
Reimbursement of staff time to maintain the grant tracking and all accounting record keeping to obtain DCIP Grant funds at a flat monthly fee of \$4,000 during the duration of the grant. This assumes 20 hours per month at \$200 per hour.
3. **Pass-through Expenses**
Any and all direct costs will be passed through without markup. Such expenses may include but are not limited to:
 1. Single Audit;
 2. Banking fees
4. **Additional Services**
If NCPA staff time to administer the DCIP Grant exceeds 20 hours per month, NCPA shall bill member the additional staff time at \$200/hour.



Plumas Sierra REC Special Conditions Agreement for Grant Administration

Generation Services
July 3, 2024

Background

- Plumas-Sierra Rural Electric Cooperative (“Plumas”) is developing and constructing a new BESS Project
 - The Herlong Battery Energy Storage System Project (the “Herlong BESS Project”)
- This project will reinforce Plumas’ electric system reliability.
- Plumas is seeking partial funding through a Department of Defense, Defense Community Infrastructure Program (DCIP) Grant (“DCIP Program Grant”)
- Only state and local agencies, including multijurisdictional entities like NCPA, can apply for a DCIP Program Grant

Steps in the Grant Application Process

1. NCPA / Plumas submitted grant application on June 17, 2024
2. NCPA / Plumas to receive Notice of Award (or not) of Grant and Grant Agreement from the Office of Local Defense Community Cooperation ("OLDCC")
 - Anticipated date of notice is August 8, 2024
 - There is an opportunity to accept or reject at this step
3. If accepted, NCPA / Plumas will execute the Grant Agreement to accept the award and commit to the Project
 - Deadline to execute Grant Agreement is September 17, 2024

NCPA Role

- NCPA seeks to assist Plumas by acting as the applicant for the Grant on behalf of Plumas
- Plumas would act as the sub-recipient of the Grant, and will be performing all of the work associated with development and construction of the Herlong BESS Project
- NCPA's tasks will include the following:
 - Oversight of the Grant application
 - Designate Plumas as the Grant sub-recipient
 - Manage and distribute funding
 - Verify compliance with requirements
- Plumas will be required to assume all other responsibilities of the Grant

Special Conditions Agreement for Grant Administration

- Confirm roles and responsibilities of NCPA and Plumas
- Establish Plumas as the Party responsible for all costs associated with this activity
- Plumas to indemnify NCPA for costs and risks associated with the Grant
- Establish process for administering the Grant application, and any funding that may be awarded as a part of the Grant
- Term of Agreement will be for the duration of the Grant program

Fiscal Impact

- Pursuant to the Special Conditions Agreement, Plumas will reimburse NCPA for all direct and indirect costs NCPA may incur associate with NCPA's administration of the DCIP Program Grant
 - Includes costs associated with NCPA staff time and materials
- No direct fiscal impact to NCPA

Environmental Impact

- NCPA is not the project owner, operator, or constructor and NCPA is not contracting for services from the Herlong BESS Project. Thus, submitting and accepting the DCIP Program Grant does not make NCPA's action an activity directly undertaken by a public agency. The Herlong BESS Project is supported by the DCIP Program Grant, but the DCIP Program Grant is a federal grant and NCPA is not providing money, loans or financial assistance to the Herlong BESS Project. Furthermore, NCPA is not issuing any kind of permit or other entitlement for the Herlong BESS Project, nor is NCPA charged with authority to approve or disapprove the Herlong BESS Project. NCPA is simply acting as a pass-through entity for the DCIP Program Grant.
- This activity by NCPA is not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Recommendation

- NCPA staff is seeking a recommendation from the Facilities Committee for Commission approval of the Special Conditions Agreement for Grant Administration between the Plumas-Sierra Rural Electric Cooperative (“Plumas”) and the Northern California Power Agency (“NCPA”) (the “Special Conditions Agreement”) for the PSREC Herlong Battery Energy Storage System (“Herlong BESS Project”), and to authorize the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Program Grant (DCIP Program Grant) agreement (the “Grant Agreement”), if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement.

Combined Integrated Resource Plan 2024 Annual Update



Alameda Municipal Power
City of Biggs
City of Gridley Electric Utility
City of Healdsburg Electric Utility
Lodi Electric Utility
City of Lompoc
City of Palo Alto Utilities
Plumas-Sierra REC
Port of Oakland
City of Ukiah

June 24, 2024

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Section I – Introduction

Background

The Western Area Power Administration (WAPA) requires all firm power purchase customers to submit Integrated Resource Plans (IRPs) for its review. The requirement is stated in Section 13 of each firm power purchase contract. To meet the requirement, the customers are to submit a comprehensive IRP every five years and submit annual updates to the plan.

The Northern California Power Agency (NCPA) continues to be in compliance with the requirement. The historical record of NCPA's compliance with the requirement is provided in the Appendix.

Energy Savings Quantification

NCPA members focus on cost effective energy efficiency programs. Energy savings quantification is a key element in determining cost effectiveness. Previous annual reports provided the details of the quantification methods and results.

More information and background on the methodologies and reporting tools are available in the CMUA's **Energy Efficiency in California's Public Power Sector** annual reports of 2007 – 2024 to the California Energy Commission. These annual CMUA reports are also an excellent source of information on EE programs in all of California's POU's. NCPA is continuing to update, refine, and hone its measurement quantification methodologies.

Evaluation, Measurement, and Verification

The NCPA members continue to make great strides in the area of program evaluation, measurement, and verification (EM&V). The ten NCPA members represented in this report share a common motivation in establishing effective EM&V programs, because they need to ensure that the funds they are investing in EE programs are indeed cost effective.

The ten members covered in this annual update continue individual and collaborative program evaluation efforts amongst themselves and other members of the POU community. For example, a very effective collaboration exists through six POU regional and statewide working groups and committees: CMUA's Energy Services & Marketing Committee, Southern California Public Power Authority's (SCPPA's) Public Benefits Committee, and four NCPA Working Groups (Demand Management Working Group, Distributed Generation Working Group, Transportation Electrification Working Group, and Customer Engagement Working Group). All ten NCPA members are on one or more of the NCPA working groups. These working groups and committees regularly meet to discuss best practices for program evaluation and to assist each other in establishing an approach for measuring and verifying program performance.

Prior annual reports to WAPA describe how NCPA members developed and implemented program evaluation plans and have revised them from time to time. The plans outline the necessary steps for an analysis of the members' energy efficiency

programs. The analysis includes assessing program operations, focusing on the programs which are expected to provide the most significant savings.

A description of the EM&V activities for the NCPA members covered in this annual report is included in Section III.

Section II – Combined NCPA Members IRP Update

Contact Information

Table One provides contact information for the ten NCPA members, NCPA, and the consultant, who together are the authors of this IRP document.

Table One
Contact Information

Utility	Contact	Phone	Email
Alameda	Alan Harbottle	(510) 814-6403	Harbottle@alamedamp.com
Alameda	Chris Ferrara	(510) 426-0818	ferrara@alamedamp.com
Biggs	Josh Cook	(530) 868-0100	jcook@biggs-ca.gov
Gridley	Jake Carter	(530) 846-5954	jcarter@gridley.ca.us
Gridley	Elisa Arteaga	(530) 846-5695	earteaga@gridley.ca.us
Gridley	Ross Pippitt	(530) 846-5695	rpippitt@gridley.ca.us
Gridley	Ryan Carlson	(530) 846-5695	rcarlson@gridley.ca.us
Healdsburg	Felicia Smith	(707) 431-3122	fsmith@ci.healdsburg.ca.us
Lodi	Melissa Price	(209) 333-6811	mprice@lodi.gov
Lompoc	Brad Wilkie	(805) 736-1261	b_wilkie@ci.lompoc.ca.us
Lompoc	Tim Berringer	(805) 736-1261	t_berringer@ci.lompoc.ca.us
Lompoc	Jennifer Main	(805) 875-8222	j_main@ci.lompoc.ca.us
Palo Alto	Timothy Scott	(650) 329-2161	timothy.scott@cityofpaloalto.org
Palo Alto	James Stack	(650) 329-2314	james.stack@cityofpaloalto.org
Plumas	Corby Erwin	(530) 832-6034	corby.erwin@psrec.com
POA	Khaly Nguyen	(510) 627-1672	knguyen@portoakland.com
Ukiah	Cindy Sauers	(707) 463-6286	csauers@cityofukiah.com
NCPA	Tony Zimmer	(916) 781-4229	Tony.Zimmer@ncpa.com
NCPA	Mike Whitney	(916) 781-4205	mike.whitney@ncpa.com
NCPA	Vela Wann	(916) 781-4214	vela.wann@ncpa.com
Consultant	Guy Nelson	(541) 921-1127	gnelson181@aol.com

Past and Future Load Information

Tables Two, Three, and Four provide the past and future load information for the members. All energy and capacity figures are gross numbers, measured at transmission interconnection points, for the calendar year specified.

Table Two
Prior Fiscal Year Capacity and Energy Use

Fiscal Year	Alameda Energy MWh	Alameda Peak MW	Biggs Energy MWh	Biggs Peak MW	Gridley Energy MWh	Gridley Peak MW	Healdsburg Energy MWh	Healdsburg Peak MW
2019	351,220	62.3	16,109	4.5	33,364	10.2	77,311	20.8
2020	352,709	62.0	17,166	4.7	35,819	11.1	77,361	23.4
2021	345,255	62.7	17,681	4.4	35,393	10.8	73,772	23.4
2022	338,579	60.6	15,269	4.9	33,028	10.6	70,299	20.7
2023	356,644	64.0	13,167	4.9	33,057	11.3	72,000	22.7

Table Two Prior Year Capacity and Energy Use
(Continued)

Fiscal Year	Lodi Energy MWh	Lodi Peak MW	Lompoc Energy MWh	Lompoc Peak MW	Palo Alto Energy MWh	Palo Alto Peak MW	Plumas Energy MWh	Plumas Peak MW
2019	425,183	118.5	135,501	22.0	905,070	182.4	146,004	25.9
2020	429,172	126.8	133,731	22.0	880,509	177.4	149,615	27.1
2021	450,093	132.5	134,301	22.8	827,102	159.1	148,088	30.8
2022	453,114	133.4	132,803	22.2	836,827	163.5	153,335	28.1
2023	447,474	143.2	138,075	23.7	852,560	179.2	145,321	28.4

Table Two Prior Year Capacity and Energy Use
(Continued)

Fiscal Year	Port Energy MWh	Port Peak MW	Ukiah Energy MWh	Ukiah Peak MW
2019	113,406	20.8	113,280	33.2
2020	111,227	20.8	110,855	32.4
2021	120,547	21.4	112,181	31.1
2022	115,354	21.1	111,573	31.7
2023	114,099	22.5	110,788	33.6

Table Three
Future Fiscal Year Capacity Projections (MW)

Fiscal Year	Alameda	Biggs	Gridley	Healdsburg	Lodi
2024	62.7	4.8	10.2	21.0	133.4
2025	63.6	4.7	10.5	20.8	137.6
2026	64.7	4.7	10.4	20.8	139.8
2027	66.3	4.7	10.4	20.9	142.2
2028	67.4	4.7	10.4	20.9	144.7
2029	68.2	4.7	10.4	21.0	147.6

Table Three (Continued)
Future Fiscal Year Capacity Projections (MW)

Fiscal Year	Lompoc	Palo Alto	Plumas	Port	Ukiah
2024	22.8	169.4	28.0	26.2	32.4
2025	22.4	160.9	27.2	21.0	32.2
2026	22.4	159.4	27.1	20.9	32.1
2027	22.3	157.7	27.1	21.0	32.0
2028	22.3	156.1	27.1	21.0	32.0
2029	22.3	154.5	27.1	21.0	32.0

Table Four
Future Fiscal Year Energy Requirements (GWh)

Fiscal Year	Alameda	Biggs	Gridley	Healdsburg	Lodi
2024	361	17	35	66	459
2025	364	14	33	72	480
2026	368	14	33	72	493
2027	375	14	33	73	505
2028	379	14	33	73	518
2029	381	14	33	73	532

Table Four (Continued)
Future Fiscal Year Energy Requirements (GWh)

Fiscal Year	Lompoc	Palo Alto	Plumas	Port	Ukiah
2024	135	846	146	143	116
2025	135	836	150	115	110
2026	135	832	150	115	110
2027	135	826	150	115	109
2028	135	820	149	115	109
2029	135	815	149	115	109

Total Energy and Demand Savings

California legislation requires that all publicly owned utilities (POUs), in consultation with the California Energy Commission (CEC), develop an estimate of all potentially achievable, cost-effective energy efficiency savings and establish annual targets for energy efficiency savings and demand reductions over 10 years. The targets will be updated every three years and were recently updated January 2021. The updating process scheduled for 2024 will begin soon and the results will be included in next year's annual report.

Table Five provides the savings and utility costs for the ten NCPA members in 2023. The detailed information for each NCPA member is in Section III. Their commitments to energy efficiency programs are extensive and comprehensive. All the NCPA members have fiscal years beginning in July except for PSREC, which operates on the calendar year. Data on all tables for 2023 are for FY 22/23 for members with fiscal years. The energy and capacity savings are calculated using the EE reporting tool described in Section I. The Utility Costs shown in Table Five and Section III represent all costs to the utility, including rebates, marketing, and utility paid installation costs.

Each program includes data on two types of impacts: net coincident peak demand savings and annual energy savings. Demand savings represent the difference in the instantaneous energy use of the efficient and standard fixture, in kilowatts. Coincident peak demand savings represent those demand savings that occur, in most cases, coincident with California's statewide peak, also in kilowatts. For appliances with an even level of use throughout the day – such as refrigerators and clothes washers – the coincident peak savings are equal to the demand savings. Appliances and fixtures that are used less often during peak hours – such as lighting – have coincident peak savings that are less than the demand savings. Annual Energy Savings are the total savings for one year, in kilowatt-hours.

Table Five
Ten Member EE Program and Low-Income Costs and Benefits

Summary by End Use			
End Use - Energy Efficiency Programs	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	12	96,183	\$271,651
Behavioral/RetroCommission	15	210,636	\$272,156
Building Envelope	20	20,559	\$132,544
Codes & Standards	1	5,735	\$3,516
Commercial Refrigeration	36	508,762	\$191,926
HVAC -- Cooling	15	42,470	\$70,687
HVAC -- Heat Pump	21	49,974	\$132,970
Lighting -- Indoor	122	888,151	\$555,570
Lighting -- Outdoor	10	362,937	\$193,333
Service & Domestic Hot Water	2	8,452	12,477
Miscellaneous	0	9,899	\$83,904
Energy Efficiency Total	254	2,203,758	\$1,920,734
End Use - Low Income Programs	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	0	4,138	\$24,877
Building Envelope	0	1,584	\$27,210
HVAC -- Heating	0	359	\$40,199
Lighting -- Indoor	51	13,149	\$90,684
Lighting -- Outdoor	0	1,333	\$10,067
Service & Domestic Hot Water	0	0	\$10,058
Water Pumping / Irrigation	0	71	\$3,083
Miscellaneous	0	0	\$5,819
Low Income Total	51	20,634	\$211,997
EE and Low Inc. Total	305	2,224,392	\$2,132,731

Several points can be drawn from the analysis of Table Five and Section III:

- The members spent more than \$2,100,000 in energy efficiency programs and low-income programs that provided energy efficiency benefits,
- The members' programs reduced peak demand by 305 KW,
- Net annual savings totaled more than 2,200 MWh,
- Customer behavior plays a role in the success of the energy efficiency programs, and
- NCPA members continue to aggressively pursue energy efficiency programs.

Renewable Energy Projects

Solar: The NCPA members have individual, ongoing solar programs. For example, NCPA Members continue to purchase renewable energy projects such as the Antelope Valley Solar Project through PPAs. Also, Healdsburg has installed the biggest floating solar farm at its wastewater treatment facility. Additional details on the solar farm are provided in the Healdsburg program description in Section III below.

Details on the NCPA member programs can be found in reports to the CEC and in the annual reports of NCPA and its members. Most NCPA members have met their SB1 requirements and have since adopted alternate rates and programs to continue to support customer owned/installed solar generation.

Collectively, NCPA members continue to perform well in launching and implementing their solar energy programs. These programs, while incorporating uniform state guidelines, have been developed to meet the unique needs of the communities they serve. As such, they provide the best opportunity to maximize program results at the local level.

Flexibility and innovation are key components in NCPA member programs and have been instrumental in initial program successes. However, in the coming years, CEC guidelines will mandate program changes that will inhibit flexibility and thus add to the uncertainty of continued program success. Of particular concern will be the consumer's response to prescriptive energy efficiency improvements as part of a solar energy system installation. Despite these and other challenges, NCPA members remain committed to working with the solar industry and with policymakers to develop successful programs that will help the state achieve its solar energy goals.

NCPA has a 2 MW, 30% capacity factor solar photovoltaic (PV) project that supplies peak power to one of the effluent pumping stations associated with The Geysers Geothermal field.

Geothermal: NCPA operates two geothermal power plants with a name plate rating of 110 megawatts each at NCPA's Geysers geothermal steam field, located in the Mayacamas Mountains of Sonoma and Lake Counties, and the agency also owns and operates the 70 deep production wells that supply these power plants with steam. In addition, the geothermal project includes eight vertical to near horizontal injection wells used to re-supply the geothermal reservoir with water to create additional steam, 10 miles of surface pipelines to deliver the produced steam to the plants, a 3 MW injection well turbine, two surface water collection ponds, and a co-owned major wastewater delivery system consisting of five pump stations and 26 miles of underground pipeline that are used to supply additional water fluids for injection.

The productivity of the geothermal field tends to diminish over time, because the resource is tapped by many production wells operated by other developers. For example, the production from the two wells in 2009 was 903,055 MWh (net). The

production of the two wells in 2018 was 804,427 MWh (net). Table Six provides the net calendar year production of the wells over the six years.

Table Six
NCPA Geothermal Energy Production by Calendar Year

Year	MWh
2018	804,427
2019	655,828
2020	739,054
2021	786,038
2022	763,928
2023	255,077

The injection of wastewater will continue because it has been shown to be an effective way to reduce the rate of productivity reduction. More discussion on wastewater injection is contained in Section IV.

In addition, NCPA has signed a set of long-term Purchase Agreements with the Geysers Power Company to supply geothermal energy and capacity to the City of Santa Clara's public power utility Silicon Valley Power (SVP), and potentially other NCPA members, for the period of 2025-2036. Under the Purchase Agreements, NCPA will purchase and receive clean, renewable energy produced from multiple Calpine geothermal power plants located in California's Sonoma and Lake Counties for a period of 12 years. The Purchase Agreements provide for the delivery of up to 50 megawatts (MW) of renewable energy and capacity during the period of 2025 through 2026. In 2027, the amount of renewable energy and capacity that will be delivered will increase to up to 100 MW through 2036.

Hydro: The North Fork Stanislaus River Hydroelectric Development Project is a joint development project between NCPA and the Calaveras County Water District (CCWD). CCWD is the licensee and NCPA is the project operator.

The project, which has the capacity to generate nearly 250 megawatts of power, includes the New Spicer Meadow Dam and Reservoir, two diversion dams and tunnels, the McKay's Point Reservoir with a power tunnel to the main powerhouse in Collierville, and two transmission lines. Additionally, the project includes three small storage reservoirs: Lake Alpine, Union Reservoir and Utica Reservoir.

The productivity of the resource is directly related to the water year that it is experiencing. In the dry year of 2021, the project produced 193,928 MWh (net). In the wet year of 2017, the project produced 1,067,738 MWh (net). In that wet year, the relatively large amount of precipitation helped to drastically increase the snowpack in the mountains and raise reservoir levels across the state. Table Seven provides the net calendar year production of the project for the six years. The California Energy Commission has not provided the production data for 2023 yet.

Table Seven
North Fork Project Energy Production by Calendar Year

Year	GWh
2018	379,911
2019	932,535
2020	308,174
2021	193,928
2022	273,746
2023	768,655

NCPA also operates the 450 KW Graeagle Project. In addition, the City of Ukiah operates the 3.5 MW Lake Mendocino Project. Also, several NCPA Members have a new hydro PPA with the South Feather Power Project.

Geothermal and Hydro Projects Joint Ownership

Alameda Municipal Power owns the output of the Graeagle Project. The City of Ukiah owns the output of the Lake Mendocino Project. Twelve NCPA members share percentages of the Geysers Geo Plants 1 and 2 and the North Fork Stanislaus River Hydroelectric Development Project. The shares of nine of the ten NCPA Pool Members covered in this IRP are shown in Table Eight below.

Table Eight
NCPA Member Hydro and Geothermal Plant Shares

Member	Hydro	Geothermal
Capacity (KW)	246,860	131,520
Alameda	10.00%	16.88%
Biggs	0.00%	0.23%
Gridley	0.00%	0.34%
Healdsburg	1.66%	3.67%
Lodi	10.37%	10.28%
Lompoc	2.30%	3.68%
Palo Alto	22.92%	0.00%
PSREC	1.69%	0.70%
Ukiah	2.04%	5.62%
Total	50.98%	41.40%

WAPA Allocations

WAPA markets power from the Central Valley Project (CVP) to the ten members and other agencies in Northern and Central California. The CVP project consists of Folsom, Carr, Keswick, New Melones, Shasta, Spring Creek, and Trinity power plants and 48% of the net generation from the pump storage facilities at San Luis/Sisk/Gianelli and O'Neill. The amount of power and energy the members received varied hourly, daily, monthly, and annually depending on hydrology and other constraints governing CVP operations.

The WAPA allocations for each of the ten Pool Members are based on the Member shares of the output of the CVP, after project use and first preference needs are met. Table Nine provides the individual and total percentage shares for the member.

Table Nine
Member Shares of WAPA Allocations

NCPA Member	Percent
Alameda	1.2062
Biggs	0.2954
Gridley	0.6612
Healdsburg	0.2515
Lodi	0.5693
Lompoc	0.3226
Port of Oakland	0.6049
Palo Alto	12.3092
Plumas-Sierra REC	2.3134
Ukiah	0.3459
Total	18.87958

The total energy and capacity needs for the 10 members in fiscal year 2023 was 2,283 GWh and 533 MW to serve their customers. In addition to the resources above, the NCPA Pool Members needed an additional 1,326 GWh of energy and 170 MW of capacity from other sources to meet their customers' needs. The other sources include Agency owned gas turbines (such as those at the Lodi Energy Center and Alameda CTs, Lodi CT), power purchase agreements, and a small amount of spot market purchases and imports. Table 10 also includes co-owned shares of solar generation from the 2 MW project in the Geysers area. Table Ten provides the entire portfolio and costs to meet the needs.

Table Ten
NCPA Member Renewable Energy and Other Supply Side Activities

Resource	MW	MWh	\$/MWh	Total Cost (\$)
Geyser Solar	2	2,123	\$ 23	\$ 49,510
Geyser Geothermal	54	259,754	\$ 70	\$ 18,080,939
Hydro	126	450,385	\$ 59	\$ 26,381,807
WAPA Allocation	221	265,638	\$ 47	\$ 12,558,363
Other	170	1,326,219	\$ 61	\$ 95,665,877
Total	573	2,304,119		\$ 152,736,496

Section III – Individual NCPA Member Program Descriptions

This section provides the background, major program changes, program highlights, and EM&V activities for the ten NCPA members covered in the five-year IRP submitted to WAPA in 2023. This section also provides information on complementary programs such as low-income, renewable energy, and research, development, and demonstration programs. Additional information on the members' programs can be found in **Energy Efficiency in California's Public Power Sector: 18th Edition**. The 18th edition report presents the latest results from California Publicly Owned Utilities' wide range of Energy Efficiency programs. Future IRP annual reports will describe any changes in the programs.

Alameda Municipal Power (AMP)

Background

Established in 1887, AMP is the one of the oldest municipal electric utilities west of the Mississippi River. AMP serves an island city located in Climate Zone 3 and has 38,131 customers (88 percent residential and 12 percent non-residential).

Due to Alameda's temperate climate and small amount of industry, the peak demand for electricity is in the winter (December and January) in the early evening. AMP's electric load is relatively flat compared to most California utilities and there is very little residential air conditioning. AMP's load does not have large demand spikes like those experienced by most California electric utilities.

Fiscal year 2023 retail electric sales were 350,532 MWh and revenue were \$67,820,952. Total budgeted amount for energy efficiency programs was \$585,000. Total energy efficiency expenditures were \$398,392 and resulted in gross annual energy savings of 147 MWh. The savings included non-residential programs, residential programs, and a energy efficiency direct-install program for income-qualified residential customers.

Energy efficiency figures are inclusive of staff overhead. AMP has committed to spending renewable energy credit (REC) funds to reduce greenhouse gas emissions in its service area.

Major Program Changes

There were no significant program changes in FY 2023. The FY 2023 savings included the continuation of a successful non-residential self-install lighting program, a residential online rebate portal for heat pump water heaters, electric dryers, and smart thermostats, as well as a direct-install program for income-qualified residential customers.

Program and Portfolio Highlights

AMP's non-residential lighting retrofit program provided more than 75 percent of total savings. The program provides incentives for lighting upgrades that a customer can do themselves or work with a qualified contractor.

Commercial, Industrial, and Agricultural Programs

Non-Residential Self-Install Program: This program offers non-residential customers rebates for energy efficiency upgrades for lighting retrofits. In FY 2023, five customers participated in lighting upgrades with low co-pay amounts, due to AMP's generous rebates. AMP maintains this program as a means of offering customers a do-it-yourself option for energy efficiency upgrades. This is a common pathway for chain retailers who are trying to manage incentivized upgrades across various locations.

Residential Programs

1. **Residential Online Rebates** – An online rebate platform has been available to Alameda residents for residential energy-efficiency rebates since March 2016. In the third quarter (Q3) of FY 2023, staff redesigned the rebate application process with seamless automations. This update reduced overall rebate processing time by 80 percent. For FY 23, there were 10 rebate programs offered to residential customers, including: clothes dryers, heat pump water heaters, heat pump space heating, smart thermostats, electric panel upgrades, and other transportation electrification measures. However, the heat pump water heater, dryer, and smart thermostat programs are the only programs eligible for energy-efficiency kWh savings.
2. **EAP Plus** – In October 2019, AMP launched a residential direct-install program, called EAP Plus, targeting income-qualified residents living in single and multi-family homes. Eligible customers received no-cost energy-efficiency upgrades, including light-emitting diode (LED) bulbs, LED fixtures, refrigerators, advanced power strips, low-flow shower heads, and various weatherization measures. In FY 2023, the program served 60 customers.

CER offers a total of 17 incentive programs to customers; eight of which offer opportunities for energy efficiency savings. Of these eight energy efficiency programs, the Non-Residential Custom Lighting program, residential heat pump water heater, dryer, and smart thermostats, and the low-income direct-install-provided reportable savings values in FY 23. AMP's programs are largely successful offering an additional three energy efficiency non-residential programs: HVAC program, the New Construction program, and the food service program.

Complementary Programs

AMP currently offers 17 incentive programs, a time-of-use rate, and two financial assistance programs for customers focusing on energy efficiency, building electrification, and clean transportation. Some of these programs are listed below:

- **Electric Vehicle (EV) Programs:** AMP offers a Time-of-Use rate plan that currently has 950 customers enrolled. AMP offers a \$1,500 rebate for the purchase of a used EV with a purchase price less than \$40,000. AMP also offers a \$500 rebate for the purchase of a Level 2 charger, and a rebate of \$200-\$600 for the purchase of an electric bike.
- **Low-Income Programs:** AMP continues to provide financial assistance to Alameda's low-income families through the Energy Assistance through Supportive Efforts (EASE) program and the Energy Assistance Program (EAP). In FY 2023, EASE, an emergency relief program, helped 181 households receive a total of \$24,697.43 in

electric bill assistance. A maximum amount of \$200 is available per household within a three-year period through the EASE program. EAP provides a 25 percent monthly discount on electric bills. A total of \$164,138.36 was allocated to 1,074 Alameda households in FY 2023 through the EAP. These programs are funded through the public purpose component of AMP's energy charges.

- Research, Development, and Demonstration: AMP is developing a new Heat Pump heating, ventilation, and air conditioning (HVAC) rebate for residential and non-residential customers. Additionally, AMP plans to implement an energy management device program in FY 2024.

Evaluation, Measurement, and Verification Studies

AMP completes an Evaluation, Measurement, and Verification (EM&V) study every other year with a focus on the two previous years. The most recent EM&V report was completed by ADM Associates for FY 2021–FY 2022. AMP plans to complete the next study in FY 2024, covering residential and commercial programs.

Major Differences or Diversions from the California Publicly Owned Utility Technical Resource Manual for Energy Savings

AMP takes a noteworthy approach that energy efficiency targets set by AB 2227 do not account for electrification or changes in codes and standard—the two main drivers for AMP's program design and participation. In FY 2023, 90 percent of AMP's approved rebates were for electrification, not energy efficiency. Therefore, the reported savings for FY 2023 were based solely on 10 percent of all rebate approvals; this number was 30 percent in FY 2022. While energy efficiency remains an important aspect of program design, FY 2023 rebate program metrics demonstrate a significant slowdown in market potential. Staff will continue aligning programs with energy-efficiency opportunities, but will also couple efforts on finding methods to promote electrification. Electrification is a key strategy in continuing the transition towards a low carbon future, especially when coupled with AMP's 100 percent clean electricity.

An additional variance with a goal of getting the most accurate energy savings, AMP staff used a variety of sources. For the residential lighting energy savings, AMP used historical AMP customer program data, buoyed by a high realization rate in the FY 2022 EM&V report. The energy savings figures for the residential refrigerator/freezer, washing machines, and heat pump water heaters were from the Technical Resource Manual (TRM 2017) for the California Municipal Utility Association (CMUA). The electric clothes dryer savings were from an Energy Star report.

Energy savings for non-residential programs were calculated using a hybrid of actual pre- and post-installation inspections and the TRM 2017. Customized lighting projects were calculated using a combination of the TRM 2017 and pre- and post-calculations.

2023 AMP Data
Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	0	3,379	\$21,955
Building Envelope	0	6	\$371
Lighting – Indoor	51	9,870	\$83,947
Lighting – Outdoor	0	1,001	\$9,125
Low-Income	51	14,255	\$115,398
HVAC – Cooling	0	105	\$1,001
Lighting – Indoor	3	32,932	\$77,324
Lighting – Outdoor	0	56,171	\$91,252
Miscellaneous	0	6,053	\$76,187
Energy Efficiency	3	95,261	\$245,765
Utility Total	54	109,516	\$361,163

Biggs Municipal Utility (BMU)

Background

Located in Climate Zone 11, Biggs Municipal Utility (BMU) was established in 1904 and employs 10 people. It has 693 retail customer connections with a sales profile of residential, 43%, commercial, 7% and industrial, 50%. The peak demand is 4.1 MW (August 2008). Its resource profile is Geothermal 10.8%, small hydro 1.1%, large hydro 70.5%, and other 17.6% (Natural Gas, Coal, and Nuclear).

The City of Biggs is primarily a residential city with one large industrial customer. A significant portion of the City's population is either low-income or senior citizens living on fixed incomes.

Customer focus continued to be solar PV, with little interest in energy efficiency measures. The City's large industrial customer had a change of management in 2021, so City staff again engaged with them to build a custom program of efficiency measures and rebates for future implementation.

BMU annual revenue is \$910,586 on retail sales of 4,787 MWh. Its budgeted amount for energy efficiency programs for FY19 was approximately \$12,000. The amount expended was \$0 providing gross annual savings of 0 MWh.

Major Program Changes

There were no major changes in the programs offered.

Program Highlights

The city has had a recent low-income housing development built within the community. This housing development has energy efficiency in place such as energy efficient windows and lighting. The development also has installed on-site solar generation.

BMU provided, for a 3-month time period, an electric heater rebate. Customers going from gas to electric water heaters could bring in their old gas water heaters and receipts for their new electric water heaters to receive a max rebate of \$550.00.

Complementary Programs

Low-Income Programs: Biggs works with Community Action Agency of Butte County to provide HEAP grants to income-qualified household within its service territory. Complimentary on-site energy audits are performed by Efficiency Services Group to resolve high usage complaints.

Major Differences or Diversions from CA POU TRM for Energy Savings

None.

2023 BMU Data
Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
HVAC – Cooling	0	0	\$0
Energy Efficiency	0	0	\$0
EE and Low Income	0	0	\$0
Utility Total	0	0	\$0

Gridley Municipal Utility (GMU)

Background

Located in Climate Zone 11, GMU was established in 1910. It has a 4% load growth and 2,893 customers, of which, by sales to customer class, are 32% residential and 68% commercial/industrial. GMU's annual retail sales were 31,607 MWh resulting in a revenue of \$704,893. The annual energy efficiency budget was \$118,516 and expenditures were \$100,861 resulting in a gross annual energy savings of 273 MWh.

Gridley is a neighborhood community with agricultural roots and an historic downtown. It's located in Butte County, California, United States, 29 miles south of Chico, California and 56 miles north of Sacramento, California.

Gridley Municipal Utility (GMU) feels a significant responsibility to its community to invest their Public Benefits funds in such a way as to impact both energy savings and financial savings/positive economics in Gridley. GMU offers a comprehensive menu of rebates to all residential, commercial and industrial customers. GMU's customer

demographic has historically resulted in lower customer participation in programs that require capital investment by the customer.

Major Program and Portfolio Changes

There were no major program changes implemented in FY23. GMU has offered a comprehensive menu of energy efficiency rebate programs for many years. Both customers and local contractors find value in maintaining a consistent program. Program activity for FY23 has decreased from last year. Program activity tends to fluctuate from year to year. In FY23, GMU achieved 279% of the annual energy efficiency target and 95% of the energy efficiency targets for net kWh over the last three years.

Program and Portfolio Highlights

The commercial program is typically responsible for a large percentage of the energy savings. In FY23 the commercial program contributed almost 100% of the net annual energy savings. The majority of these savings are from a custom new construction project. GMU is pleased to be able to support local businesses with the program and hopes to continue to see increased participation in the future.

Complementary Programs

When applicable, GMU refers customers to the state funded Community Action Agency HEAP Program for low-income Butte County residents.

Evaluation, Measurement & Verification Studies

Information on GMU's EM&V is available at <https://www.cmua.org/>.

Major Differences or Diversions from CA POU TRM for Energy Savings

GMU has relied heavily on the savings listed in the Technical Resource Manual. Non-residential lighting and custom projects rely on custom savings calculations.

2023 GMU Data
Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	0	91	\$1,845
Commercial Refrigeration	12	132,592	\$38,514
Lighting - Indoor	3	17,794	\$7,834
Lighting - Outdoor	0	111,818	\$50,215
Whole Building	0	3,846	\$2,452
Energy Efficiency	15	266,141	\$100,861
Utility Total	15	266,141	\$100,861

City of Healdsburg Electric Department (Electric Department)

Background

Located in Climate Zone 2, the City's Electric Department was established in 1899 and serves a population of approximately 11,000 through 6,121 service points (roughly 82% residences, 17% commercial customers, and 1% industries). While the City does continue to experience small increases in commercial development, the forecasted growth of electric energy consumption continues to be just below 1% per year. Rates of electrification adoption for buildings and transportation may also impact forecasted growth in the future. The Electric Department continues to focus on refining residential and commercial programs to offer the best programs and services to its customers.

The Electric Department has an annual revenue of \$12,709,826 based on electricity sales of 74,985 MWh to 6,052 customers. The Electric Department's resource profile is geothermal 38%, small hydro 2%, large hydro 15%, solar 10%, natural gas generation 20%, and unspecified market purchases of 15%. Approximately 3% of the generation comes from WAPA resources.

In FY 22, the Electric Department budgeted approximately \$350,000 for the energy efficiency program. The Electric Department expended \$255,873 for the payment of energy efficiency incentives and administration costs resulting in a gross annual savings of 351 MWh.

The City of Healdsburg's Electric Department manages a comprehensive energy efficiency and greenhouse gas reduction program for residential and commercial customers by incentivizing energy conservation as well as peak load reduction. For residential customers, rebates help to drive installations of a variety of energy efficiency measures. Residential rebates are offered in the following areas: appliances, heating, cooling, weatherization, and pool pumps. For commercial customers, rebates are generally site-specific lighting upgrades or developed as custom programs to allow the greatest program flexibility and variety of incentives to the end users. All custom

commercial incentives must be accompanied with analysis demonstrating a benefit to cost ratio greater than one and acceptable to the end user.

Major Program and Portfolio Changes

During 2022 and 2023, Healdsburg Electric underwent a rebate program review with a consultant to evaluate current rebates, efficiency requirements, and new rebates. A variety of updates were made in Spring 2023 to increase efficiency requirements, simplify rebate amounts, add deemed measures, and promote electrification for residential and commercial customers. The review also included opportunities for income-qualified multi-family efficiency measures, which Healdsburg Electric has continued working to develop a new multi-family program expected in 2024.

Program and Portfolio Highlights

In 2023, the City of Healdsburg adopted its first Climate Mobilization Strategy which includes an Implementation Plan with nearly 60 actions to direct City work in the near term, including many related to Healdsburg Electric. The Climate Mobilization Strategy outlines Strategies and Actions in the Building Energy sector to help reduce greenhouse gas (GHG) emissions in Healdsburg.

The Electric Department added new rebate offerings for heat pump HVAC systems and heat pump water heaters. The new rebates are intended to promote efficient electric space heating and cooling and water heating. Also, the Electric Department added new rebate offerings for efficient electric commercial kitchen equipment. A one-time additional rebate is also available for electrical upgrades needed to switch from natural gas to an efficient electric appliance.

In the Residential Program, higher rebate amounts are available for replacing an existing natural gas appliance with an efficient electric heat pump. The heat pump water heater rebates were introduced in 2023 as well. Also, clothes dryer rebates were added to further encourage energy efficiency and electric clothes drying.

Further, the Electric Department added an electric stove/cooktop rebate to promote electric cooking. To inform customers regarding electric cooktops, specifically induction cooktops, Healdsburg Electric also offers a free induction cooktop loaner for electric customers interested in cooking with electricity rather than natural gas. The loaner program includes pans compatible with induction cooktops.

Also, the Electric Department began development of an appliance replacement program for multi-family income-restricted properties. The program will include replacing old inefficient appliances with efficient electric appliances, starting with dishwashers and refrigerators. The program is currently in development and expected to begin in 2024.

Complementary Programs

Low-Income Programs: The Electric Department actively supports a low-income discount for income-qualified customers. Currently, this discount supports approximately

550 families, or about 11% of the Electric Department's residential customers. Income qualified customers receive 25% off their electric bill through this program.

EVs: The Electric Department offers an EV Discount for residents that drive a battery electric vehicle and switch to the Time of Use rate. Additionally, the Electric Department maintains 12 public charging stations with discounted charging rates located at City Hall.

E-bikes: The Electric Department offers an e-bike rebate for residents that purchase an e-bike to replace driving trips. This program provides various levels of rebates relative to customer income to help offset the cost of purchasing an e-bike.

Technical Consulting on all-electric construction: The Electric Department implemented a Reach Code in 2019, which was updated in 2022, that requires electric space and water heating. To assist commercial customers in compliance, the Electric Department offers free technical consulting through Guttman & Blaevoet to support builders and contractors.

Green Rate: The Electric Department offers a voluntary opt-in 100% renewable electricity rate for an additional \$0.2/kWh. Roughly 8% of the City of Healdsburg's electricity usage is attributed to customers enrolled in the Green Rate.

Renewable Energy Programs: The Electric Department continues to see photovoltaic (PV) solar array installations in both residential and commercial sectors. At the end of 2023, the City had interconnected a total of 6.6 MW of solar capacity. This includes the Electric Department's 4.78 MW floating photovoltaic (FPV) system at the City of Healdsburg's Water Reclamation Facility. The system provides about 8% of the Electric Department's annual electric needs. In 2023, the system generated 5,683 MWh directly into the Electric Department's distribution system and offset roughly 1.2 MW of the Electric Department's peak coincident demand.

Water Conservation: The City offers multiple water conservation programs, such as lawn conversion, rain barrels, low-flow toilets, irrigation controllers, and more. During the multi-year drought significantly impacting Healdsburg, the City had increased promotion of these rebates. Customers continued their water conservation in 2023 with an approximately 20% reduction in water consumption, compared to before the drought. Water conservation can help reduce the amount of electricity needed for treating and conveying water.

Evaluation, Measurement & Verification Studies

EM&V previously completed by the City is available at www.cmua.org.

Major Differences or Diversions from CA POU TRM for Energy Savings

In 2023, Healdsburg Electric predominately relied on the California eTRM streamlined values for savings calculations. Fuel substitution calculations used the factor of 29.3 to convert therms into kWh, and claim the net kWh savings.

For measures not included in the eTRM, Healdsburg Electric relied on the 2017 CMUA TRM. Savings for the Commercial Lighting Program are calculated based on the actual equipment replaced and installed. Savings for the Custom Water Control Devices are calculated based on water flow rates before and after installation.

2023 Healdsburg Data Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	0	364	\$1,356
Building Envelope	8	5,574	\$16,836
Commercial Refrigeration	14	131,376	\$79,999
HVAC – Cooling	0	728	\$2,186
HVAC - Heat Pump	1	3,327	\$11,973
Lighting – Indoor	1	16,585	\$9,050
Service & Domestic Hot Water	0	1,799	\$4,135
Energy Efficiency	24	159,752	\$125,535
Service & Domestic Hot Water	0	0	\$4,244
Low-Income	0	0	\$4,244
Appliance & Plug Loads	0	1,703	\$6,235
HVAC - Heat Pump	0	82,451	\$110,719
Service & Domestic Hot Water	0	8,145	\$9,140
Electrification	0	92,299	\$126,094
Utility Total	24	252,051	\$255,873

Lodi Electric Utility (LEU)

Background

Located in Climate Zone 12, LEU serves 27,935 customers with annual retails sales of 447,304 MWh and revenues of \$84,857,616. It has a sales profile of 37% residential sales, 37% commercial sales, and 26% industrial sales. Its budgeted amount for Energy Efficiency programs, including EM&V and administration costs, was approximately \$1.5 million. The amount expended for the programs was \$473,506, which provided a gross annual savings of 1,219 MWh.

Lodi Electric Utility (LEU) utilizes the energy efficiency program to engage with residential customers, bring value to local businesses, and through its commercial energy efficiency programming, expand the business relationship with key accounts. The energy efficiency program is designed to benefit all customer segments and offers a wide variety of opportunities for participation. Residential programs allow households to not only receive rebates by purchasing energy-efficient appliances, but also learn how a new way of looking at household energy use and making a few simple changes can make a difference in their carbon footprint. In 2023, the median household income in Lodi is \$66,596 and nearly half (46.6%) of the housing in Lodi renter-occupied, many customers would not have the ability or financial means to make significant energy efficiency improvements to their homes. Business accounts large and small can also take advantage of similar energy-efficient rebates and measures that serve to increase their bottom line and help LEU meet its energy efficient goals.

Major Program Changes

In FY2023, LEU continued to offer a comprehensive selection of programs for commercial, industrial, and residential customers. There were no significant program changes.

Reportable energy savings have decreased from last year due to a decrease in commercial and industrial projects. In FY 23, Lodi achieved 117% of net annual energy savings targets. In FY 23, LEU continued its partnership with Tree Lodi, a non-profit community-based organization dedicated to the planting, maintenance, and preservation of trees to plan and implement LEU's first pilot Shade Tree Program. An integral part of the program will be the measurement of GHG emissions reductions of surviving trees following two years of pilot implementation.

Program and Portfolio Highlights

LEU continued to offer the Residential Direct Install and Snapshot Audit program that it started in FY 16. This program offers installation of LEDs (Light Emitting Diode), advanced power strips, thermostatic shower valves, shower heads, and aerators in customer homes at no cost. The intent is to provide a program for residential customers who do not traditionally participate in energy efficiency rebate programs. While open to all residential customers, the program specifically targets multi-family and low-income properties, as they are not likely to benefit from traditional energy efficiency programs.

The Non-Residential Rebate Program continues to provide a substantial portion of energy savings achieved, accounting for 75% of annual net savings for FY 23. Through key accounts management, the utility maintains a proactive and positive relationship with Lodi's largest energy consumers. These relationships are vital to Lodi's overall economic development strategy and through them, large commercial and industrial customers have been effectively encouraged to engage and make investments in energy efficiency.

Commercial and Industrial Programs

LEU manages a comprehensive energy efficiency incentive program for commercial and industrial customers focusing on energy efficiency and peak load reduction. Rebates are available for upgraded lighting, HVAC, appliances, refrigeration equipment, and electronics, and in cases where an analysis is performed rebates can be offered for additional equipment that reduces energy use and/or demand. On-site energy audits are provided by energy specialists. Energy efficiency measures are recommended, and additional visits are completed upon request.

LEU offers rebates to business owners based on site-specific equipment and usage. Rebates are tailored to the individual business owner's needs based on the audit and the potential energy savings associated with the project. In addition, the Utility offers zero percent energy financing that allows commercial customers to install energy-efficient improvements up to \$150,000. The loan requirements are simple, easy to administer, and are paid back to the Utility over 24 months. The amounts due are invoiced on the customer's monthly utility bill.

The Keep Your Cool Program provides direct installation of energy savings measures for restaurants, convenience stores, or other facilities with commercial refrigeration. The program offers upgraded equipment such as energy-efficient motors, motor controls, anti-sweat heater controls, door closers, and case lighting to help reduce energy use. This program is a popular energy savings program for commercial and industrial customers in Lodi, particularly retail food distributors.

Residential Programs

For residential customers, rebates are offered for the installation of various energy efficiency measures, such as lighting, HVAC, appliances, and weatherization. On-site energy audits are provided by energy specialists.

Complementary Programs

Lodi C.A.R.E. Package Program: Provides payment assistance grants to very low-income customers in need of assistance paying their electric utility account. In 2022, CARE Package assistance payments were increased from \$110 to \$150. Eligible participants may apply for up to \$150 in a six-month period.

Lodi SHARE Discount Rate: LEU provides a rate discount of 30% for qualifying residential customers on their electric utility monthly billing statement; over \$433,780 was budgeted in FY23 for this rate discount from the Lodi Public Benefits Program fund.

Renewable Energy Programs: LEU offers an Energy Purchase rate tariff for customers interested in installing solar. In addition, LEU funds a portion of its eligible power supply costs from the Public Benefits Program fund each year, totaling a little over \$135,236K in FY23.

Electrification: LEU offers rebates for replacing gas ranges and electric resistance cooktops with new induction Ranges and Cooktops.

Electric Vehicles: In FY 23, LEU continued to offer rebates for residential and commercial EV chargers, and rebates for the purchase of new and used zero-emission vehicles including both standard and income-qualifying rebates. Additionally, the City placed seven new, replacement Level 2 EV charging stations throughout Lodi funded in part by CALeVIP and LCFS credits. These new EV chargers replaced Level 1 chargers.

Energy Efficiency and Conservation Curriculum: In FY 23, Lodi Electric Utility implemented another successful energy efficiency education program within the Lodi middle school educational curriculum designed to teach students about how to use energy responsibly. Energy education efforts include a science-based energy efficiency curriculum designed to demonstrate how minor changes in energy use can make a significant impact on overall energy consumption. Beginning in August 2022 to June 2023, educational program highlights included lessons delivered through an in-person and online platform to 486 students across 9 Lodi middle schools. This content was followed with hands-on activities to enhance learning retention. During the implementation period, teachers, students, and parents were given access to the online Web App. During the final lesson, students completed exercises that required

measuring current home energy use and retrofitting home energy use devices with high-efficiency devices from take-home kits. A new component of the FY 23 educational effort included informing parents, students, and teachers about other residential programs and rebates offered by LEU to incentivize energy conservation.

Evaluation, Measurement & Verification Studies

Previously completed EM&V reports are available for review at:
www.ncpa.com/policy/reports/emv/.

Major Differences or Diversions from CA POU TRM for Energy Savings

LEU relies heavily on the savings listed in the Technical Resource Manual. The Commercial Lighting and Commercial Custom programs use custom savings calculations based on actual pre and post equipment specifications.

2023 LEU Data
Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	7	55,683	\$88,995
Building Envelope	11	12,334	\$79,848
Commercial Refrigeration	37	244,794	\$73,413
HVAC - Cooling	12	20,766	\$44,733
HVAC - Heat Pump	1	2,721	\$3,609
Lighting - Indoor	75	542,739	\$149,742
Lighting - Outdoor	0	185,496	\$31,323
Service & Domestic Hot Water	0	813	\$1,843
Energy Efficiency	143	1,065,346	\$473,506
Utility Total	143	1,065,346	\$473,506

City of Lompoc Electric Utility

Background

Established in 1923, the City of Lompoc's Electric Utility (Lompoc) is in Climate Zone 5 and serves 15,141 retail customers. Retail sales are \$20,805,151 from the sale of 122,930 MWh of electricity. The budgeted amount for energy efficiency programs was \$510,000. The amount expended was \$92,042. The gross annual savings were 81 MWh. Any collected fees not expended are restricted and carried over to succeeding years.

Lompoc offers a variety of programs to assist all customer classes in their endeavors to economize their monthly electricity costs through energy efficiency and conservation practices. The local climate, customer base and community demographics largely influence Lompoc's strategy to offer effective energy-saving programs to its customers.

The demographics of the Lompoc community also have an impact on the participation rate of energy efficiency programs. The average median household income in Lompoc is \$66,947 with 17.2% of the population living in poverty (2023 US Census Quick Facts). Many residential customers have limited funds or incentive to make energy efficiency improvements to their homes. During FY 2023, numerous small, local businesses within the City's service territory were continuing to recover and resume normal business after the COVID-19 pandemic, leaving little room for owner-led investment in EE upgrades during this time. To assist its customers, the City continued to offer generous rebates and income-qualifying programs for customers.

Major Program Changes

In FY 2023, the City continued seeking new and innovative ways to help its customers reduce energy use while continuing to offer its usual energy efficiency and conservation

programs. Utilizing its AMR-enabled metering system, high energy-using customers were provided customized energy reduction tips and technical assistance to reduce energy demand and costs. The City also continued offering its LED Lightbulb Replacement and LED Holiday Light Exchange programs, which began in FY 2022. Customers of all classes were able to bring their old, inefficient lightbulbs or holiday light strings into City Hall and replace them with new, efficient light bulbs or holiday lights. The City offered the new equipment, as well as the disposal of hazardous and electronic waste, at no cost to utility customers as both programs were funded with public benefit resources. These programs assisted customers with old, inefficient lighting equipment to replace it without having to incur an upfront purchase cost and lessened the increase in electric utility bills during the holiday season.

Program Highlights

The City realized increased savings in its Commercial Lighting Rebate Program from commercial, industrial, and institutional customers this year and hopes to continue increasing participation in the program in future years. This program is designed to support commercial, industrial, and institutional customers to optimize their energy usage by incentivizing the removal and replacement of old, inefficient light fixtures with more efficient LED fixtures. This program provided 75% of the City's annual energy savings in FY 2023.

Complementary Programs

In addition to the portfolio programs, Lompoc also offers rate assistance and customer energy use auditing and has been closely evaluating the feasibility of offering EV charging services. Lompoc provides financial assistance with electricity charges for customers who have a household income level below the HUD Low Income Limits Calculation for the local area.

The Customer Energy Audit Program continues to be highly successful in meeting customers' needs. Using Lompoc's automatic meter reading capabilities, staff is able to view daily and hourly electric use data. Customers are provided with reports of their electric use which can help them better understand their usage and implement staff suggestions to reduce energy use without making investments in EE upgrades. Audits are also offered over the phone and via email to further assist customers who are unable to visit City Hall during business hours. Customers may also borrow a watt meter to measure the energy use of appliances and electronics used at home.

Evaluation, Measurement & Verification Studies

Previously completed EM&V reports are available for review at:
<https://www.cmua.org/emv-reports>.

Major Differences or Diversions from CA POU TRM for Energy Savings

The City of Lompoc used the California Municipal Utilities Association Savings Estimation Technical Reference Manual as the primary source for calculating and reporting annual energy efficiency program performance during FY 2023.

2023 Lompoc Electric Utility Data Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	1	9,420	\$71,205
Building Envelope	0	42	\$264
Lighting - Indoor	13	41,948	\$8,132
Lighting - Outdoor	9	9,305	\$12,441
Energy Efficiency	23	60,715	\$92,042
Utility Total	23	60,715	\$92,042

City of Palo Alto Utilities (CPAU)

Background

Located in Climate Zone 4, the City of Palo Alto Utilities (CPAU) serves 30,002 electric retail customers (Residential 87%, Commercial 12%, and Industrial 1%). Its revenues are \$160,549,574 from the sale of 825,306 MWh. Its total budget for electric efficiency programs (including EM&V, admin/overhead and incentives) were approximately \$2,300,000. Its expenditures were \$1,239,758. Gross annual savings for the programs were 627 MWh.

CPAU has implemented a variety of energy efficiency programs since the 1970s. In 1998, in response to California's landmark energy legislation (AB 1890), CPAU established the Electric Public Benefits (PB) Program and increased the Electric PB program budget to 2.85 percent of projected annual revenue to fund energy efficiency programs. CPAU's electric efficiency program budget can be supplemented with supply funds to meet state requirements that publicly owned electric utilities, in procuring energy, first acquire all available energy efficiency and demand reduction resources that are cost effective, reliable and feasible.

CPAU is committed to supporting environmental sustainability through promoting efficiency programs, promoting distributed renewable generation and influencing consumer demand through incentives and education. In March 2013, Palo Alto City Council approved a Carbon Neutral Electric Resource Plan, committing CPAU to a carbon-neutral electric portfolio beginning in 2013.

Since July 2017, CPAU has also maintained a carbon neutral natural gas portfolio by purchasing carbon offsets; this serves as a bridge strategy to meeting the City's greenhouse gas reduction goal. Palo Alto is committed to reducing fossil fuel use and helping residents and businesses to pursue electrification opportunities in the building and transportation sectors.

In May 2022, the Palo Alto City Council approved a set of annual electric EE goals for 2022- 2031. The EE goal for FY 2022 is set at 0.5% of forecast electric load, increasing

to 0.75% in FY 2026 when the conservation voltage reduction program can be implemented. The gradual ramp-up of these goals reflect staff's anticipation that EE savings levels will take time to recover following the economic downturn. These EE goals are based on the results of an EE potential model that considers planned program offerings, expenditures, market saturation of energy efficient technologies, load forecast, and a planned conservation voltage reduction program following the city-wide deployment of AMI.

For FY 2023, CPAU fell short of its electricity savings targets, achieving 0.05% versus its goal of 0.50%. Various factors contributed to below-target achievements. The slow rate of large commercial energy efficiency project completion continued from FY 2022. Energy efficiency gains attributed to these large projects are inconsistent rather than incremental resulting in some years with big achievements and other years with very little energy efficiency achieved. CPAU also updated the way that Green Building Ordinance (GBO) savings are being reported to more accurately reflect the impact that local energy reach codes are having on energy efficiency in new construction and retrofit projects in Palo Alto. These methodology changes resulted in significantly lower GBO savings in FY 2023 than previous years.

This FY 2023 report is the first time that CPAU has included the efficiency savings from electrification projects by converting avoided therms to kWh equivalent and subtracting the new kWh usage of the electric appliance. CPAU continues to focus on developing and promoting electrification programs, and this report is now reflective of the positive impact these efficient electrification measures have on energy use.

Major Changes

In FY 2023 CPAU continued efforts on building-electrification activities and supporting installation of EV charging equipment while also launching a new Heat Pump Water Heater Pilot Program focused on making it easy and affordable for residential customers to electrify their water heating equipment. CPAU also continued to promote and implement two programs that focus on commercial building electrification and efficiency. The Business Energy Advisor (BEA) program and the Business Electrification Technical Assistance Program (BETAP) launched near the end of FY 2022 but have not yet completed any projects to report on. The Business Advantage Program (BAP), launched in March 2021 to provide HVAC control systems at no cost to small and medium businesses, came to a close in FY 2023. The MultiFamily Plus program is still ongoing but did not have any completed projects in FY 2023. CPAU, for the seventh year, continued to claim savings associated with Palo Alto's energy reach code requirements as part of the City's Green Building Ordinance. However, as mentioned in the overview section, the calculation for determining savings attributable to the reach code has been adjusted.

Program and Portfolio Highlights

The highlight of CPAU's FY 2023 portfolio is the new Heat Pump Water Heater program that launched in early 2023. The program was only active for a few months of the fiscal year and targets exclusively residential customers, but it was still able to generate

energy savings comparable to CPAU's commercial programs. The HPWH program team continues to work on expanding the program and energy savings are expected to continue to grow in subsequent years. The program was expensive to develop and implement, but costs should fall as the program matures and requires less hands-on management.

- **Business Customer Rebates (BCR):** Incentives are offered to commercial customers for investments in efficiency, lighting, motors, HVAC and custom projects that target gas, peak demand and energy reductions. In FY 2023, the BCR program resulted in annual electric savings of 203,137 kWh.
- **Commercial and Industrial Energy Efficiency Program (CIEEP):** This program provides Key Account customers with access to an engineering consulting firm to evaluate and implement energy efficiency projects. In FY 2023, the CIEEP program produced annual electric savings of 178,732 kWh.
- **Business Advantage Program (BAP):** This program focuses on energy efficiency savings from the small and medium commercial sector and targets energy management systems and air filter replacements to help businesses recovering from COVID-19. The BAP program was launched in FY 2021 and saw strong uptake that continued through FY 2022. In FY 2023, the BAP program produced annual electric savings of 62,747 kWh. The BAP was retired in FY 2023 mostly due to repeated customer issues with the smart thermostat technology that was being installed as part of the program.
- **Business Energy Advisor (BEA) program:** This program dispatches trained energy professionals to evaluate energy equipment such as lighting, heating, ventilation, and air conditioning (HVAC) systems, hot water systems, refrigeration and more at small to medium business customers. Their customized assessments pinpoint exactly where businesses can benefit from efficiency by identifying electric, gas and water use equipment that is ready for upgrades and/or retrofits. Energy Advisors review assessment reports with customers and explain where they can reduce energy or water use. This program was launched in late FY 2022 and did not yet yield any reportable savings for FY 2023.
- **MultiFamily Plus:** This program provides no-cost, direct installation of energy efficiency (EE) measures to multifamily residences with four or more units including hospices, care centers, and rehab facilities. These properties are typically very difficult to engage and unlikely to implement EE measures on their own. In FY 2023, the MultiFamily Plus program did not have any new project savings to report.
- **Home Efficiency Genie:** The Home Efficiency Genie is CPAU's flagship residential program. Launched in June 2015, residents can call the program's Efficiency Advisor to receive free utility bill reviews and phone consultations. This program has a high educational value for Palo Alto residents and offers personalized consultation services for all utilities-related questions, including topics such as improving the quality of a home's building envelope, installation of rooftop solar and battery storage, electric vehicle (EV) charging, heat pump technologies for water heating and HVAC systems, and smart home devices. At a highly subsidized cost, residents have the option to receive an in-depth home assessment which includes air leakage testing, duct inspections, insulation analysis, energy modeling and a one-on-one review of assessment reports with an energy expert. This package is followed up with guidance

and support throughout home improvement projects. During FY 2023, the Home Efficiency Genie program resulted in annual electric savings of 4,588 kWh.

- Residential Energy Assistance Program (REAP): This program provides weatherization and equipment replacement services to low-income residents and those with certain medical conditions, at no cost to the residents. This program has an equal focus on efficiency and comfort. As a program serving income and medically qualified residents, it is not meant to be cost-effective, and neither costs nor savings are included in CPAU's calculation of energy efficiency portfolio cost effectiveness. In FY 2023, the Residential Energy Assistance Program resulted in annual electric savings of 7,503 kWh.

- Heat Pump Water Heater (HPWH) program: This program offers customers a full-service option to replace their gas water heater with an efficient electric heat pump water heater; this includes a prescreened contractor, zero-interest financing, attractive pricing with CPAU subsidies, and more. Customers can also choose their own contractor for their project and apply for a rebate after the HPWH is installed. The program was launched in early 2023 with 50 installations completed and rebated by the end of the fiscal year. In FY 2023, the HPWH program produced annual energy savings equivalent to 163,515 kWh.

Complementary Programs

Green Building Ordinance: Since 2008, as part of the Green Building Ordinance the City of Palo Alto has enforced energy reach codes that are more stringent than the state's Title 24 building energy standards. The energy reach code requirements apply to both new residential and commercial buildings. In FY 2023, 6,747 kWh of savings were attributable to the city's Green Building Ordinance. As of January 2023, City of Palo Alto requires that all new construction projects be all-electric, with no local energy reach code requirements.

- Community Resource Education Programs: CPAU offers free energy efficiency advice and energy education programs to the community. Activities include residential energy workshops on topics such as the SunShares solar group-buy program and tabling at neighborhood association events, local fairs and various special events throughout the city.

- Low-Income Program: Rate Assistance Program (RAP): CPAU offers a 25% discount on gas and/or electricity charges for residents with qualifying financial or medical needs. All households receiving Social Security Income, Temporary Assistance to Needy Families or Food Stamps automatically qualify for this rate discount which began in FY 1993.

- Public School Program: CPAU provides an annual grant of up to \$50,000 to the Palo Alto Unified School District (17 schools with 12,000 students total) to support teacher training programs and the development of curriculums and education projects promoting renewable energy and energy and water efficiency. CPAU participates in quarterly sustainable schools committee meetings and gives educational presentations to classes on energy efficiency, renewable energy and safety.

- Customer-Side Renewable Energy: The PV Partners Program: This program provided rebates for installations of rooftop solar, including 5-year performance-based incentive payments to customers who installed solar photovoltaic (PV) systems greater than 30

kW and up to 1,000 kW. Program funds were fully reserved in April 2016. The last PV installations were completed in 2018 and the last performance-based payment was issued in 2023.

- SunShares Solar Discount Programs: Palo Alto has participated in regional group-buy solar programs since 2015. These programs are administered by a non-profit agency and offer discounted prices for residential solar PV systems from a few pre-qualified contractors. Palo Alto was the top outreach partner of all cities participating in the 2023 Bay Area SunShares solar group-buy program both in terms of the number of solar contracts signed and the number of kilowatts of rooftop solar capacity that will be installed through the program.

Evaluation, Measurement & Verification Studies

In FY 2023, CPAU hired ADM Associates to conduct EM&V studies for its Commercial and Industrial Energy Efficiency Program (CIEEP). Two customer projects were evaluated, and it was determined that the initial savings and rebates calculated for the projects were acceptable.

Major Differences or Diversions from CA POU TRM for Energy Savings

The energy savings data used for most of CPAU's programs were taken from the 2017 Technical Resources Manual. All savings data claimed by CPAU was vetted by staff and relies on conservative assumptions.

Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	1	2,523	\$44,743
BROs	15	210,636	\$272,156
Codes & Standards	1	5,735	\$3,516
Lighting - Indoor	14	153,299	\$240,881
Water Pumping / Irrigation	0	0	\$5,265
Energy Efficiency	30	372,193	\$566,562
Appliance & Plug Loads	0	759	\$2,922
Building Envelope	0	1,578	\$26,839
HVAC - Heating	0	359	\$40,199
Lighting - Indoor	0	3,279	\$6,737
Lighting - Outdoor	0	332	\$942
Miscellaneous	0	0	\$5,819
Service & Domestic Hot Water	0	0	\$5,814
Water Pumping / Irrigation	0	71	\$3,083
Low-Income	1	6,377	\$92,354
Service & Domestic Hot Water	31	154,353	\$580,842
Electrification	31	154,353	\$580,842
Utility Total	61	532,923	\$1,239,758

Plumas-Sierra Rural Electric Cooperative (PSREC)

Background

Located in Climate Zone 16, PSREC has 8,182 retail customers. Its annual revenue is \$32,902,162 from sales of 143,854 MWh. Its total budget for energy efficiency programs (including EM&V, admin/overhead, and incentives) was \$145,981. Its expenditures were \$163,516. The programs produced gross annual savings of 89 MWh.

Plumas-Sierra Rural Electric Cooperative is a member-owned, not-for-profit utility located in the eastern Sierras of Northern California. PSREC provides electricity to more than 8,100 rural residents in portions of Plumas, Sierra and Lassen counties in California and part of Washoe County, Nevada.

Plumas-Sierra's service territory encompasses more than 1,700 square miles with more than 1,300 miles of transmission and distribution power line. PSREC serves just six members per mile of line, compared to the average of 34 customers per mile of line for investor-owned utilities.

The goal of PSREC's energy efficiency programs is to help members understand and control their energy use.

Major Program and Portfolio Changes

For 2023, there were no major changes to the PSREC programs or portfolios.

Program and Portfolio Highlights

The majority of the energy savings for the CY23 program were provided by the residential sector.

Complementary Programs

Low Income Winter Rate Assistance Program: Income-qualified members can apply for a discounted rate during the heating season. In conjunction, a home energy audit is offered, and efficiency information is provided to assist members with energy conservation.

Net Metering Program: PSREC offers net-metering for members who install renewable energy generation systems.

Community Shared Solar: PSREC offers solar energy shares to members who currently cannot install solar on their homes or businesses due to cost, location or ownership status.

Lending Library and Resource Center: Provides energy efficiency and renewable energy resources to members through a book lending library and resource center in its office lobby.

EV Rebate: PSREC offers a \$500 rebate for the purchase of an electric vehicle.

Research, Development, and Demonstration: PSREC is researching electric vehicle charging infrastructure and other program options to encourage the adoption of electric vehicles in its service area.

Evaluation, Measurement & Verification Studies

PSREC performs a yearly internal review to evaluate program effectiveness and improvement areas. PSREC has committed to seek third party evaluation of its programs every five years, depending upon budget.

Major Differences or Diversions from CA POU TRM for Energy Savings

PSREC uses the TRM and the eTRM as the primary sources for the majority of reported energy savings. Savings for the commercial lighting program are custom calculations based on the specific equipment replaced.

2023 PSREC Data

Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	0	5,076	\$22,498
Building Envelope	1	2,609	\$13,067
HVAC - Cooling	0	390	\$3,441
HVAC - Heat Pump	19	43,917	\$117,054
Lighting - Indoor	0	89	\$696
Service & Domestic Hot Water	1	1,295	\$3,643
Energy Efficiency	23	53,376	\$160,399
HVAC - Heat Pump	0	845	\$3,117
Electrification	0	845	\$3,117
Utility Total	23	54,221	\$163,516

Port of Oakland

Background

Established in 1885 and located in Climate Zone 3, the Port of Oakland oversees the Oakland seaport, Oakland International Airport, and 20 miles of waterfront. Together with its business partners, the Port supports more than 84,000 jobs in the region and nearly 827,000 jobs nationwide. The Port of Oakland exemplifies a unique combination of public/private endeavors. It encompasses a world-class container port, a thriving airport, an array of retail and commercial buildings and acres of recreational and open space.

The Port of Oakland has 127 commercial and industrial electric customers with annual revenues of \$17,369,677 from sales of 114,014 MWh. The energy efficiency program expenditures for FY 2023 were \$13,692. \$15,000 were budgeted for the program. There were no gross annual energy savings.

Major Program and Portfolio Changes

There were no major changes.

Program and Portfolio Highlights

Although no customers completed projects in FY23, the Port offered incentives for energy efficiency projects.

Complementary Programs

The Port recognizes the unique opportunities available in renewable energy, energy storage and electric vehicles due to our customer base. To that end, the Port is working with customers to identify needs and assess potential for renewable energy, storage, EV adoption and EV charging infrastructure programs and investments.

Evaluation, Measurement & Verification Studies

Information on the Port's studies are available at <https://www.cmua.org>.

Major Differences or Diversions from CA POU TRM for Energy Savings

Reported savings are custom calculations based on actual equipment replaced and installed.

2023 Port of Oakland Data Program Results by End Use

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Lighting – Indoor	0	0	\$13,692
Energy Efficiency	0	0	\$13,692
Utility Total	0	0	\$13,692

City of Ukiah (City)

Background

The City of Ukiah (the City) is located Climate Zone 3 in Mendocino County on highway 101 approximately 100 miles north of San Francisco. It has 7,879 electric customers, total annual sales of 107,2931 MWh, which provide a revenue of \$19,954,243. It has an energy efficiency program budget of \$200,000, and a monthly discount program for seniors and low-income customers of \$160,000. Energy efficiency programs spent \$142,373 resulting in a gross annual energy savings of 159 MWh.

The City is committed to helping customers manage energy use through energy education and a comprehensive menu of energy efficiency incentives. Rebates are the main driver of residential efficiency upgrades. Rebates are offered in the following areas: appliances, heating cooling, weatherization, and pool pumps. The City also provides funding to assist income-qualified customers.

Major Program and Portfolio Changes

There were no major program changes in FY23. The City started a Low-Income Direct Install Program in FY23. The City achieved 82% of the target energy savings for the past five reporting years.

Program and Portfolio Highlights

The Residential Direct Install Program delivered the greatest percentage of savings in FY23, accounting for 73% of the total savings. The City achieved 82% of the target energy savings for the past five reporting years.

Complementary Programs

Low-Income Programs: The City offers a low-income bill assistance program to eligible customers.

Renewable Energy Program: The City offers net metering agreements to customers wishing to install Solar PV.

Electric Vehicles: In addition to the eight Tesla Fast Charging stations, the Electric Utility has installed four Level II chargers in the downtown area and is in the design process for three more EV Charger locations within the City. The City also offers a rebate for installation of a Level 2 EV charger in customer homes and up to \$4,000 for public or workplace Level 2 chargers.

Evaluation, Measurement & Verification Studies

EM&V information for the City can be found at www.cmua.org.

Major Differences or Diversions from CA POU TRM for Energy Savings

The City has relied heavily on the savings listed in the California Municipal Utilities Technical Resource Manual. The Commercial Lighting and Commercial Custom programs use custom savings calculations.

2023 City of Ukiah Data

Summary by End Use			
End Use	Net Peak Savings (kW)	Net Annual Energy Savings (kWh)	Total Utility Cost
Appliance & Plug Loads	3	23,026	\$41,009
Building Envelope	0	0	\$22,529
HVAC – Cooling	3	20,481	\$19,326
HVAC - Heat Pump	0	9	\$334
Lighting – Indoor	13	82,765	\$48,219
Lighting – Outdoor	1	147	\$8,102
Service & Domestic Hot Water	1	4,545	\$2,856
Energy Efficiency	22	130,973	\$142,373

Section IV – Enhanced Efficiency in Generation and Transmission Systems

Geysers Geothermal Power Plant

Over the past decades, NCPA undertook several projects to improve the performance of its geothermal power plants in Sonoma and Lake County. The biggest project creating the world's first wastewater geothermal injection system to replenish the production wells in 1997.

The injection is needed because the steam extracted to produce power is not naturally replenished. If NCPA had not taken the step of injection, it is likely the facility would have ceased production in 2013. Instead, this critical, base-load renewable resource will continue to generate electricity for decades to come. In addition, the following ongoing maintenance activities ensures optimal efficiency:

<u>Improvement</u>	<u>Approximate Annual Energy Increase (MWh)</u>
Injection Well Cleaning	6,000
Turbine Overhaul	3000-6000

Collierville Hydroelectric Power Plant

NCPA has two hydroelectric units at Collierville Powerhouse, located in Calaveras County. NCPA upgraded the turbine runners from the original design to increase operational efficiency by 0.38-0.47 percent. This action adds to savings associated with a control system modification which increased the operating efficiency year-over-year of the facility by 10 percent during non-peak periods. Additionally, in another perspective, efficiency gains also save water by reducing the amount of water needed for the same amount of power produced.

NCPA adopted wildfire mitigation plans for all generation facilities. In implementing the plans, the Agency invested to mitigate fuel risk and implemented improvements to harden the infrastructure, including replacing the 230 kV insulators on the hydro generation-tie lines.

High Sierra Cogeneration Power Plant

PSREC's 6 MW High Sierra Cogeneration Power Plant near Susanville uses waste heat recovery to supply hot water to the High Desert State Prison and California Correctional Center. The installation also supplies up to 20 percent of PSREC's energy needs and is its first solely owned electrical generation venture. The power plant, including its heat recovery system, has other benefits for the entire region. Lassen County has seen an increased tax base from the facility. In addition, by taking advantage of the excess thermal energy to heat the domestic water supplies for the institutions, the combined heat and power facility is not only more efficient, but the facility also provides overall reductions in local greenhouse gas emissions.

Appendix

In May 2006, NCPA submitted a combined IRP 5-year plan for WAPA's review. The plan covered eleven NCPA members: Alameda Municipal Power, City of Biggs, City of Gridley Electric Utility, City of Healdsburg Electric Utility, Lodi Electric Utility, City of Lompoc, Plumas-Sierra REC, Port of Oakland, City of Shasta Lake, Truckee Donner Public Utility District, and City of Ukiah

The combined IRP submittal was based on one option offered by WAPA as a format for IRPs – documentation of compliance with a public benefits program. As a result, the original submittal and subsequent annual updates focused mainly on Energy Efficiency or Demand Side Management (DSM) Programs. The submittal provided documentation of the State of California requirement of all retail suppliers of electricity to develop and implement a public benefits program. WAPA approved the IRP, after receiving and reviewing additional documentation, in July 2006.

NCPA submitted (and WAPA approved) the annual updates in 2007 – 2013. The updates represented ten customers in the original IRP and the City of Palo Alto Utilities. In 2013 NCPA submitted (and WAPA approved) a IRP 5-year plan to cover the time period of 2014 – 2018. NCPA submitted (and WAPA approved) its five annual reports for the time periods 2014-2018.

NCPA continued to follow the requirements. In 2018 NCPA submitted (and WAPA approved) a IRP 5-year plan to cover the time period of 2018 – 2022. NCPA submitted (and WAPA approved) five annual reports covering the 5-year plan.

In 2023 NCPA submitted (and WAPA approved) a new IRP 5-year plan to cover the time period 2023 – 27. In 2023 NCPA also submitted (and WAPA approved) the first annual report covering the new IRP 5-year plan. This report is the second annual report covering progress toward implementing the current IRP 5-year plan.

Each annual report submittal contains additional information beyond the requirements of reporting on the status and progress of energy efficiency efforts. The additional information includes (1) Programs complimentary to the Energy Efficiency Programs, such as Low Income and RD&D Programs, (2) Renewable Energy Programs, and (3) Transmission and Distribution Improvement Programs.



NCPA 2025 Project Outage Schedule

Plant	Unit Name	Resouce ID	MW	Start Date/Time	End Date/Time	Duration	Work Description
CT	CT1 Lodi	LODI25_2_UNIT 1	23.4	5/1/25 0:00	5/31/25 23:59	31	Routine Annual Maintenance
CT	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	23.5	1/1/25 0:00	1/31/25 23:59	31	Routine Annual Maintenance
CT	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	23.8	1/1/25 0:00	1/31/25 23:59	31	Routine Annual Maintenance
CT	CT2 (STIG)	STIGCT_2_LODI	49.9	4/1/25 0:00	4/30/25 23:59	30	Routine Annual Maintenance
CT	LEC	LODIEC_2_PL1X2	302.58	4/1/25 0:00	4/30/25 23:59	30	Routine Annual Maintenance
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	31	5/1/25 0:00	5/31/25 23:59	31	Plant 1 Stretford Outage / Unit 2 Overhaul / Unit 2 GSU Refurb / Unit 1 & 2 Steam Strainer Inspection
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	28	5/1/25 0:00	5/31/25 23:59	31	Plant 1 Stretford Outage / Unit 2 Overhaul / Unit 2 GSU Refurb / Unit 1 & 2 Steam Strainer Inspection
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	43	3/1/25 0:00	3/31/25 23:59	31	Plant 2 Stretford / BOP Activities / U4 Steam Strainer Inspections
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/4/25 5:00	10/17/25 18:00	14	Routine Annual Maintenance - GSU Maintenance
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/4/25 5:00	10/4/25 19:00	1	Routine Annual Maintenance - CV Dual Unit Outage Weekend includes CV Dual unit trip tests, fire system maintenance, & MPDD intake trash rack cleaning
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/5/25 5:00	10/5/25 19:00	1	Routine Annual Maintenance - CV Dual Unit Outage Weekend includes CV Dual unit trip tests, fire system maintenance, & MPDD intake trash rack cleaning
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/20/25 7:00	10/31/25 18:00	11	Routine Annual Maintenance
Hydro	Spicer Unit 3	SPICER_1_UNITS	0.5	9/2/25 8:00	9/5/25 18:00	3	NSM3 & Intake Annual Maintenance
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/8/25 8:00	9/12/25 17:00	4	NSM1 Annual Maintenance
Hydro	Spicer Unit 2	SPICER_1_UNITS	2.8	9/15/25 8:00	9/19/25 17:00	4	NSM2 Annual Maintenance



2025 Plant Outage Schedule

Facilities Committee

Overview of Presentation

- Outage Planning Timeline
- Maintenance Scope and Considerations
- NCPA Plant Outage 3 Year Outlook
 - 2025 – Proposed Schedule for CAISO Scheduling
 - 2026 – Tentative Scheduling
 - 2027 – Tentative Scheduling
- 2025 Outage Schedule Approval

Planning Schedule Overview

- May 9th – NCPA Internal Discussion and Planning.
- Continuous – PGE received our Outage Schedule.
- June 12th – Internal Discussion and Planning.
- July 3rd – Facility Committee as an informational item.
- July 8th – LEC PPC as an informational item.
- August 7th – Facility Committee for approval.
- August 12th – LEC PPC for approval.
- October 15th – Per CAISO Tariff 9.3.6.2, provide the CAISO with a proposed schedule of all known Maintenance Outages it wishes to undertake in the following year.

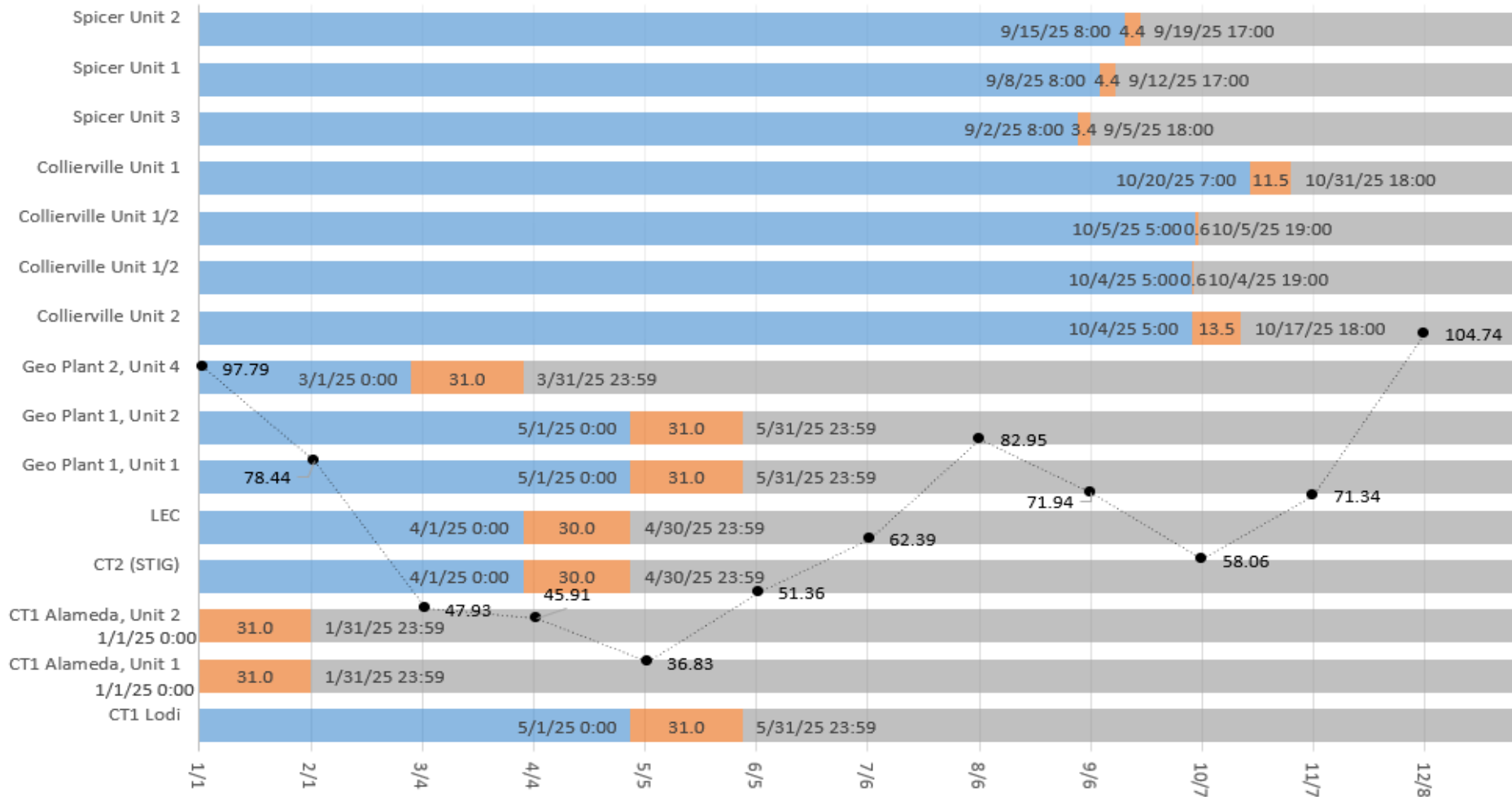
Maintenance Scope and Considerations

- Annual Maintenance Scope
 - Includes required regulatory compliance, electrical, mechanical, and civil type work.
- Assumptions
 - Scheduling - Each outage balances multiple factors such as: cost, impact from weather and accessibility (such as snow), market and grid sensitivity, and parts availability.
 - Avoid June, July, August and some of the winter heat load.
 - Contractor availability - NCPA competes with many other power plant operators.
 - Transmission outage coordination with PGE.

Draft Schedule

DRAFT: NCPA 2025 PLANT OUTAGE SCHEDULE

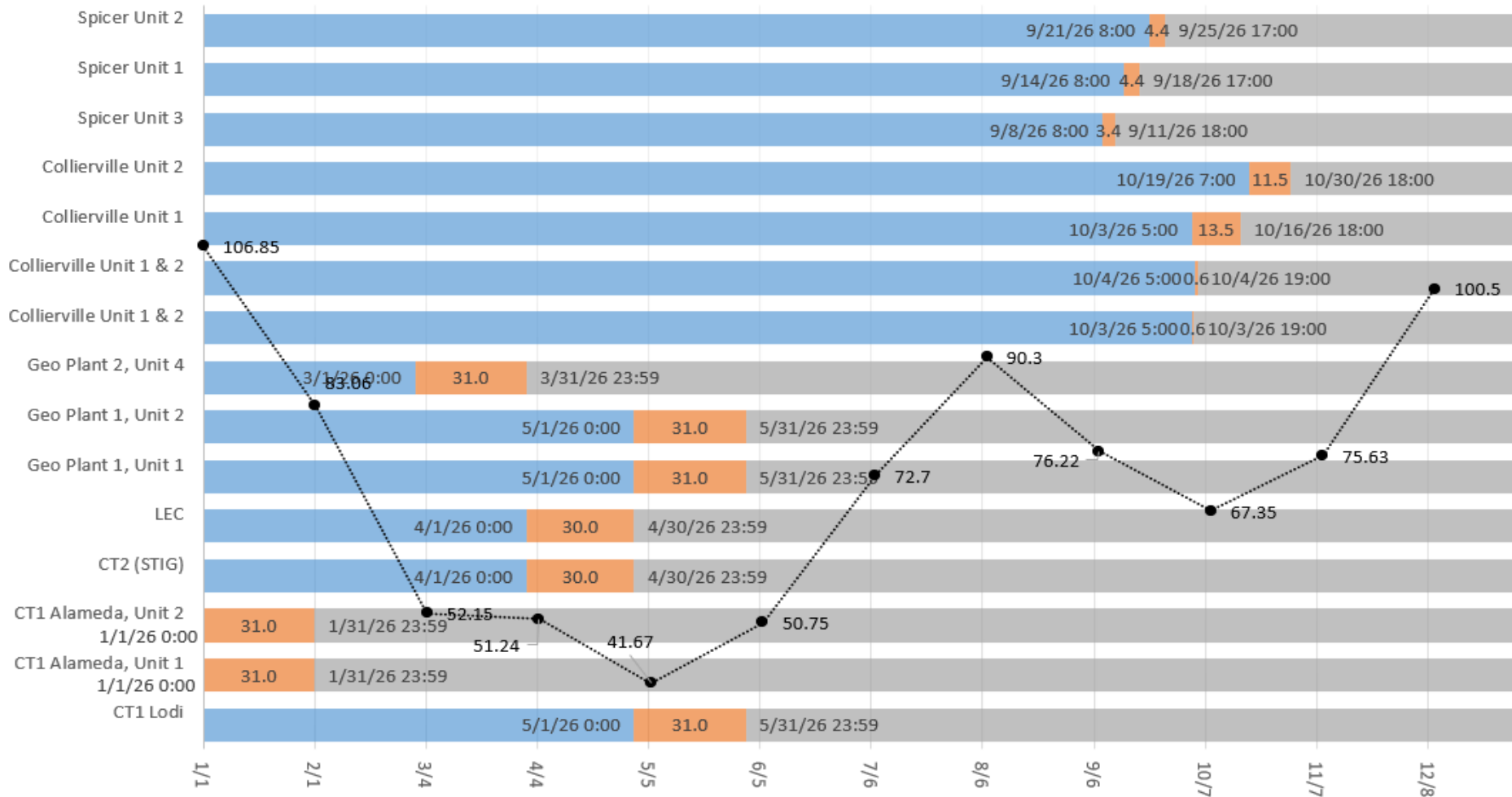
INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



Tentative Schedule

DRAFT: NCPA 2026 PLANT OUTAGE SCHEDULE

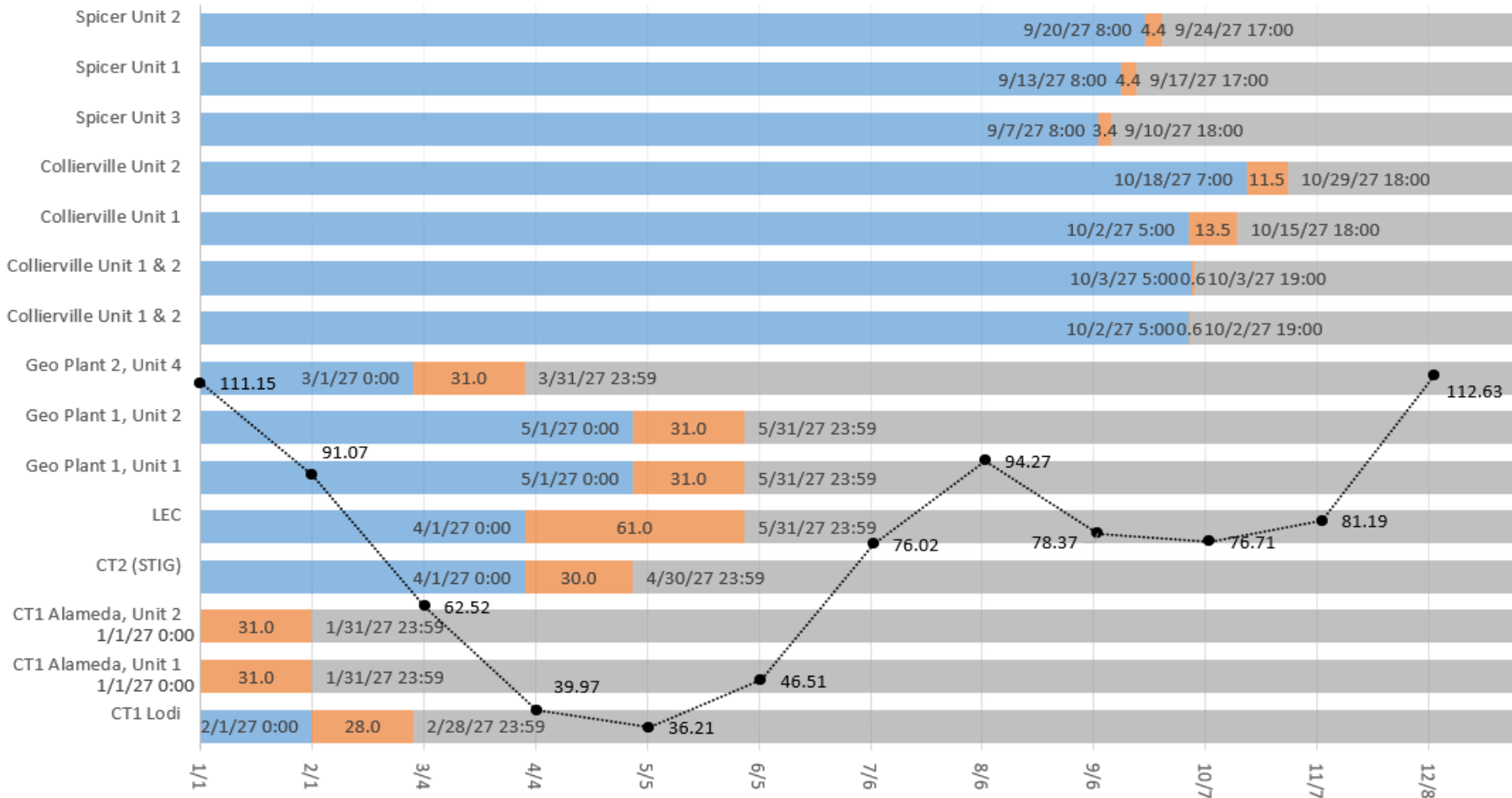
INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



Tentative Schedule

DRAFT: NCPA 2027 PLANT OUTAGE SCHEDULE

INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



Next Steps

- Work through Questions and Comments
- Staff will be seeking approval from the Facilities Committee and LEC Project Participant Committee of the NCPA 2025 Plant Outage Schedule as presented in the August 7th, 2024 Facilities Committee meeting, for submission to the CAISO.