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Facilities Committee Meeting Agenda

Date: July 5, 2023
Subject: NCPA Facilities Committee Meeting
Location: NCPA, 651 Commerce Drive, Roseville, California 95678 // Conference Call
Time: 9:00 am

****In compliance with the Brown Act, you may participate via teleconference at one of the meeting locations listed below or attend at NCPA Headquarters. In either case, please: (1) post this Agenda at a publicly accessible location at the participation location no later than 72-hours before the meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.****

NCPA, 651 Commerce Drive, Roseville, CA 95678 (916) 781-3636

ALAMEDA MUNICIPAL PWR 2000 Grand St., Alameda, CA	BAY AREA RAPID TRANSIT 2150 Webster Street, 10 th Floor, Oakland, CA	CITY OF BIGGS 3016 Sixth Street, Biggs, CA
CITY OF GRIDLEY 685 Kentucky Street, Gridley, CA	CITY OF HEALDSBURG 401 Grove Street, Healdsburg, CA	CITY OF LODI 1331 S. Ham Lane, Lodi, CA
CITY OF LOMPOC 100 Civic Ctr. Plaza, Lompoc, CA	CITY OF PALO ALTO 250 Hamilton Avenue, 3 rd Floor Palo Alto, CA	PLUMAS-SIERRA REC 3524 Mulholland Way, Sacramento CA
PORT OF OAKLAND 530 Water Street, Oakland, CA	CITY OF REDDING 3611 Avtech Pkwy., Redding, CA	CITY OF ROSEVILLE 2090 Hilltop Circle, Roseville, CA
CITY OF SHASTA LAKE 4332 Vallecito St., Shasta Lake, CA	SILICON VALLEY POWER 881 Martin Ave., Santa Clara, CA	TURLOCK IRRIGATION DISTRICT 333 E. Canal Drive, Turlock, CA
CITY OF UKIAH 300 Seminary Ave., Ukiah, CA		

The Facilities Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears as a Discussion/Action Item or a Report or an Information Item. When this Agenda is supplemented by Staff Reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or www.ncpa.com.

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at (916)781-3636 in advance of the meeting to arrange for such accommodations.

REVIEW SAFETY PROCEDURES

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes** – Approve minutes from the April 5, 2023, May 3, 2023, and June 7, 2023 regular Facilities Committee meetings, and the May 18, 2023 Special Facilities Committee meeting.
3. **All NCPA Facilities, Members, SCPPA – Siemens Industry, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Siemens Industry, Inc. for Power Distribution maintenance and support services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Category: Consent; Sponsor: Hydro*)
4. **All NCPA Facilities, Members, SCPPA – Famand, Inc. dba Indoor Environmental Services First Amendment MTGSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services for HVAC services, modifying Exhibit A to add Air Compressors, Dryers, and Preventative Maintenance Programs to the Scope of Work and Exhibit to reflect changes in pricing, with no change to the contract term or not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Category: Consent; Sponsor: Geo*)
5. **NCPA Geothermal Facility – Gifford's Backhoe Services, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc. for miscellaneous maintenance labor and equipment rental services, with a not to exceed amount of \$2,000,000, for use at NCPA's Geothermal Facility. All purchase orders will be issued following NCPA procurement policies and procedures. (*Category: Consent; Sponsor: Geo*)
6. **Execution of Confirmation Number 0307 under the Northern California Power Agency Support Services Program Agreement** – Subject to approval by the Roseville City Council under the terms of the Northern California Power Agency Support Services Program Agreement, approval of Resolution 23-70 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantial changes recommended and approved by the NCPA General Counsel, and issue Purchase Orders to Siemens

Energy, Inc. for a five-year T3000 maintenance and support services program and Omnivise T3000 version upgrade. *(Category: Consent; Sponsor: Administrative Services)*

- 7. Execution of Confirmation Number 0308 under the Northern California Power Agency Support Services Program Agreement** – Subject to approval by the Redding City Council under the terms of the Northern California Power Agency Support Services Program Agreement, approval of Resolution 23-71 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantial changes recommended and approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for a five-year T3000 maintenance and support services program and Omnivise T3000 version upgrade. *(Category: Consent; Sponsor: Administrative Services)*
- 8. NCPA Hydroelectric Facility – Collierville Stormwater Mitigation Project** – Staff is seeking a recommendation for Commission approval of the Collierville Stormwater Mitigation Project, including 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, for a total cost not to exceed \$320,000. *(Category: Discussion/Action; Sponsor: Hydro)*

INFORMATIONAL ITEMS

- 9. New Business Opportunities** – Staff will provide an update regarding new business opportunities. *(Sponsor: Power Management)*
- 10. Combined Integrated Resource Plan 2023** – Staff will provide notice to the Committee that the 2023 Combined Integrated Resource Plan for 2023 (IRP) was filed with Western on behalf of the NCPA Pool Members. *(Sponsor: Power Management)*
- 11. NCPA Inter-Agency Resource Plan (IARP) Update** – Staff will provide an informational update regarding the development of the NCPA IARP. *(Sponsor: Generation Services Engineering)*
- 12. NCPA 2024 Plant Outage Schedule** – Staff will provide an overview of the draft 2024 Plant Outage Schedule to allow Members to review and provide comments. *(Sponsor: Generation Services Engineering)*
- 13. NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. *(Sponsor: Generation Services)*
- 14. Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. *(Sponsor: Power Management)*
- 15. Next Meeting** – The next regular Facilities Committee meeting is scheduled for August 2, 2023.

ADJOURNMENT

AH/cp



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Minutes

Date: April 20, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: April 5, 2023 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:08 am. Attending via teleconference and/or on-line presentation were Midson Hay (Alameda), Josh Cook (Biggs), Cliff Wagner (Gridley), Melissa Price (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Jared Carpenter (Port of Oakland), Basil Wong (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Redding, Shasta Lake, and TID were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approval of minutes from the March 1, 2023 Facilities Committee meeting, and the March 15, 2023 Special Facilities Committee meeting.**

Motion: A motion was made by Cliff Wagner and seconded by CJ Berry recommending approval of the minutes from the March 1, 2023 Facilities Committee meeting, and the March 15, 2023 Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, Santa Clara, and Ukiah. The motion passed.

3. **All NCPA Facilities, Members, SCPPA – Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy First Amendment MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy for chiller, HVAC, and boiler related maintenance services, modifying Exhibit A and Exhibit B to add to the scope of work and modify pricing, with no changes to the contract term or not-to-exceed amount, for continued use at all 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 Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy effective December 9, 2019, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

NCPA has utilized Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy regularly for chiller services at its CT2 plant. NCPA recently discovered this vendor can also perform boiler work. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add boiler maintenance services to the Scope of Work and to modify Exhibit B to update pricing and add clarifying language regarding billing. NCPA has agreements in place with ACCO Engineered Systems, Inc. and Johnson Controls, Inc. for similar services. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, the 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 Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy for chiller and HVAC maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying Exhibit A and Exhibit B, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara and Ukiah. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – OST Trucks and Cranes, Inc. MTGSA – Staff** presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. for crane related services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

OST Trucks and Cranes Inc. 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. NCPA has agreements in place for similar services with American Crane Rental, Hatton Crane & Rigging, Maxim Crane Works, Summit Crane and Titan Crane & Rigging. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Cindy Sauers recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with OST Trucks and Cranes, 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. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – Tetra Engineering Group, Inc. MTPSA – Staff** presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Tetra Engineering Group, Inc. for HRSG inspection, steam plant assessments, root cause failures, and consulting engineering 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, by SCPPA, and SCPPA Members.

Tetra Engineering Group, Inc. 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. NCPA has agreements in place for similar services with Groome Industrial, HRST, Inc., Nooter Eriksen and N&T Consulting Service Inc. (pending). This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cliff Wagner and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Tetra Engineering Group, Inc. for inspection services related to HRSG, power piping, steam plant assessments, root cause failures and consulting engineering, 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, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – Baker Tilly US, LLP First Amendment to MTPSA –** Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Professional Services Agreement with Baker Tilly US, LLP for auditing services, recognizing the name change to Baker Tilly US, LLP; elect to extend the agreement for three more years, and increase the not to exceed amount from \$500,000 to \$1 million for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

As a public agency, NCPA is required to have an annual audit and attestation of NCPA's financial statements performed by an independent auditor. In June 2018, the Commission approved a two-year Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause LLP with a not-to-exceed amount of \$500,000 for the audits of NCPA fiscal years 2018 and 2019. The Agreement included NCPA's option to extend the term of the agreement for two additional three-year terms. In 2020, NCPA notified Baker Tilly Virchow Krause LLP of its intent to exercise the first three-year extension for the audit of the agency's financial statements for fiscal years 2020-2022, and the audit firm agreed to the extension. The audit firm has since changed its name to Baker Tilly US, LLP.

NCPA has notified Baker Tilly US, LLP of its intent to exercise the second three-year extension for the audit of the agency's financial statements for fiscal years 2023-2025, and the audit firm has agreed to extend the expiration date from July 1, 2023 to July 1, 2026. In order to fund the second extension, NCPA needs to increase the current not-to-exceed amount from \$500,000 to \$1,000,000.

Motion: A motion was made by Cliff Wagner and seconded by Josh Cook recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause LLP for annual audit services to change the audit firm's name to Baker Tilly US, LLP, to extend the term to July 1, 2026, and to increase the Not to Exceed amount of \$500,000 to a Not to Exceed amount of \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

7. **All NCPA Facilities – Parker Landscape Development, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Five Year Multi-Task General Services Agreement between NCPA and Parker Landscape Development, Inc. for commercial landscape maintenance and services, in an amount not to exceed \$300,000 for use at all facilities owned and/or operated by NCPA.

In February of 2023, staff issued a RFP soliciting proposals from landscape maintenance companies to perform landscape maintenance services including but not limited to general grounds keeping, horticultural maintenance, irrigation, cleanup of landscape areas, maintenance of irrigation systems, and replacement of plant materials as needed for NCPA headquarters and the Disaster Recovery Center on Sunrise.

NCPA has utilized this vendor in the past and has a good working relationship with them. The vendor proposed the lowest cost escalation over the term of the agreement. NCPA desires to enter into a five-year, multi-task general services agreement with Parker Landscape Inc. These activities are intended to provide NCPA properties with well-maintained landscaping, water efficiencies, and overall property appeal. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with Parker Landscape Development, Inc. for professional commercial landscape maintenance services, including; horticulture maintenance, irrigation, maintenance to irrigation, and special projects at NCPA headquarters and the Disaster Recovery Center on Sunrise, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years, for use only at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

8. **NCPA Cyber Security Insurance Renewal** – Staff presented background information and was seeking a recommendation for Commission approval to renew the Agency's Cyber Security Insurance Liability Program for April 2023 – April 2024.

Alliant Insurance Services has aggressively marketed the Cyber Security Insurance Program to ensure best-in-class pricing, terms, and conditions. Earlier in the year, the Insurance Markets indicated that insurers were seeing twenty to thirty percent year-over-year increases; these increases were later confirmed during market solicitation meetings with Alliant in December of 2022. The IS team and Plant personnel were instrumental in assisting with completing the insurer's lengthy application. The insurer requested no follow-up questions or clarifications. This effort led to the pricing improving substantially; Alliant estimates that the 2023 renewal premium will increase by approximately 10%. Staff recommends a not-to-exceed of \$258,000 to provide sufficient headroom for the General Manager to bind coverage.

Coverage details are listed below:

- **Business Interruption and Extra Expense** –responds to a loss of income and operating expenses when business operations are interrupted or suspended due to a network security failure.
- **Data Recovery** –responds to a loss of digital information assets, including customer databases resulting from a network security failure.

- **Cyber Extortion** –reimburses for payments made to settle network security-related extortion demands (e.g., threats to shut down websites, release confidential customer information, or vandalism of computer networks).
- **Privacy and Security** –responds to and covers claims arising from disclosing personally identifiable or confidential corporate information from various sources (e.g., phishing). Coverage extends to data in all forms (electronic and hard copy).
- **Breach Event and Crisis Management Coverage** –responds to the costs to retain vendors/services to assist in managing and mitigating a covered privacy or network security incident.

Motion: A motion was made by Cindy Sauers and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to negotiate and bind the Cyber Liability Insurance program for the term starting April 27, 2023, and ending April 27, 2024, at a not-to-exceed premium of \$258,000 for the Northern California Power Agency and Lodi Energy Center. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. The motion passed.

9. Plumas-Sierra Rural Electric Cooperative Admission to MPP – Staff provided background information and seeking a recommendation for Commission approval of admission of Plumas-Sierra Rural Electric Cooperative (PSREC) as a new Participant to the Amended and Restated Market Purchase Program Agreement (MPP).

Pursuant to the MPP Agreement, NCPA may act on behalf of MPP Agreement Participants to transact energy and energy related commodities. PSREC has expressed its desire to become a MPP Agreement Participant. Section 11.1 of the MPP Agreement states that a Member may execute the MPP Agreement and become a MPP Agreement Participant provided that such joinder is approved by the NCPA Commission. Upon becoming a MPP Participant, PSREC will participate in the program pursuant to the terms and conditions as set forth in the MPP Agreement.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval of Plumas-Sierra Rural Electric Cooperative (PSREC) becoming a Participant under the Amended and Restated Market Purchase Program Agreement (MPP Agreement) upon PSREC's execution of the MPP Agreement. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and Ukiah. ABSTAIN = Biggs. The motion passed.

10. Approval of Letter of Agreement 23-SNR-02937 – Staff presented background information and was seeking a recommendation for Commission approval of the Letter of Agreement 23-SNR-02937 (WAPA 2023 REC Program) between Western Area Power Administration (WAPA) and Northern California Power Agency (NCPA).

Certain resources in the CVP Project are RPS eligible. Western utilizes a voluntary REC Program to distribute RECs to Base Resource customers. A Letter of Agreement (LOA) sets forth rules and requirements for the program. The LOA is renewed each year. By July 1, 2023, Base Resource customers will have to elect to participate in the CY 2023 WAPA REC Program. NCPA has participated in the program on behalf of the Pool Members in the past. Palo Alto has elected to participate in the program separately. Costs associated with entering into the WAPA 2023 REC Program Letter of Agreement 23-SNR-02937 are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members.

Motion: A motion was made by Alan Harbottle and seconded by Mike Brozo recommending Commission approval of the 2023 REC Program Letter of Agreement, and to authorize the General Manager of NCPA to execute the 2023 REC Program Letter of Agreement on behalf of NCPA, including any non-substantive modifications to the 2023 REC Program Letter of Agreement approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Ukiah. ABSTAIN = Santa Clara. The motion passed.

- 11. Approval of Exhibit C, Revision 25 to Contract 96-SNR-00110 (WAPA O&M Funding Commitment)** – Staff presented background information and was seeking a recommendation for Commission approval of Exhibit C, Revision 25 to Contract 96-SNR-00110, and authorizing the General Manager of NCPA to execute Exhibit C, Revision 25 to Contract 96-SNR-00110, on behalf of NCPA.

NCPA is a party to the O&M Agreement, on behalf of certain NCPA Members who have assigned their Base Resource percentages to NCPA. WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process.

Execution of Exhibit C, Revision 25 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2025 in the amount of \$11,720,811.88. The obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract. WAPA will invoice and collect funds according to a monthly schedule. Approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill. Therefore, the net fiscal impact is approximately zero dollars (\$0.00). Costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages.

Motion: A motion was made by Shiva Swaminathan and seconded by Mike Brozo recommending Commission approval of Exhibit C, Revision 25 to Contract 96-SNR-00110, and to authorize the General Manager of NCPA to execute Exhibit C, Revision 25 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 25 to Contract 96-SNR-00110 approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Ukiah. ABSTAIN = Santa Clara. The motion passed.

- 12. Approval of General Services Agreement Between NCPA and Ulteig Engineers, Inc. for Meter Maintenance and Approval of an Amendment to the Pooling Agreement adding Pooling Schedule 14** – Staff presented and was seeking a recommendation for Commission approval of (i) a General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, and (ii) an amendment to the Second Amended and Restated Pooling Agreement adding a new Pooling Schedule 14 for meter maintenance services, and authorizing the General Manager of NCPA to execute the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, on behalf of NCPA.

Pursuant to Section 7.4 of the Second Amended and Restated Pooling Agreement (Pooling Agreement) each Participant is required to install and maintain meters and metering equipment in accordance with all applicable metering requirements, including CAISO metering requirements. Section 7.4 of the Pooling Agreement also states that each Participant shall be solely responsible for maintaining their respective metering equipment; provided, however, a Participant may contract with NCPA to supply meter maintenance services pursuant to separate agreements.

To enable NCPA to acquire meter maintenance services on behalf of the Pooling Agreement Participants, NCPA has developed the new Pooling Schedule 14 (Meter Maintenance Program) to be incorporated into the Pooling Agreement. Pooling Schedule 14 (Meter Maintenance Program) directs NCPA, acting on behalf of the Pooling Agreement Participants, to acquire meter maintenance services from a qualified third party services provider, establishes the obligation for the Pooling Agreement Participants to pay for all direct and indirect costs associated with meter maintenance services, and describes the authority upon which approval of such services may be granted by the Commission.

The Pooling Agreement Participants have requested NCPA to contract with a qualified third party services provider to provide meter maintenance services for Pooling Agreement Participant meters and metering equipment. In response to this request, NCPA conducted a competitive solicitation with qualified third party services providers, and based on the responses received in such process, NCPA determined that a proposal made by Ulteig Engineers, Inc. to supply meter maintenance services best met the needs of the Pooling Agreement Participants. As such, NCPA has developed a General Services Agreement with Ulteig Engineers, Inc. for Meter Maintenance services, including the following scope of work: meter maintenance, meter and communication troubleshooting, and other miscellaneous work.

Motion: A motion was made by Jiayo Chiang and seconded by Cindy Sauers recommending Commission approval of (i) the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, and (ii) adding Pooling Schedule 14 (Meter Maintenance Program) to the Second Amended and Restated Pooling Agreement, and to authorize the General Manager of NCPA to execute the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance, on behalf of NCPA, including any non-substantive modifications to the General Services Agreement between NCPA and Ulteig Engineers, Inc. for Meter Maintenance approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, and Ukiah. ABSTAIN = Roseville and Santa Clara. The motion passed.

- 13. NCPA Combustion Turbine and Geothermal Facilities, City of Redding, City of Roseville – Siemens Energy, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with a not to exceed amount of \$6,000,000, for use at NCPA Combustion Turbine and Geothermal facilities, and for use at the City of Redding and the City of Roseville. All purchase orders will be issued following NCPA procurement policies and procedures.

In February 2016, a Power Plant Working Group was created which includes Members from NCPA, City of Redding, City of Roseville and Silicon Valley Power. The group meets quarterly to discuss safety, environmental and plant technical issues. During these discussions, it was discovered that the LEC, GEO, City of Redding and City of Roseville facilities all utilize the Siemens T3000 Control System. T3000 maintenance and support services are required from time to time related to project support at NCPA LEC and GEO facilities as well as the City of Redding and the City of Roseville. By collectively establishing one agreement with Siemens for these services, all of the facilities will benefit from discounted pricing on services as well as parts purchases. The cities of Redding and Roseville will utilize this agreement through NCPA's Shared Services Program. By combining efforts with Roseville and Redding, NCPA is able to negotiate a discount applicable to all participants. If the City of Redding and/or the City of Roseville opt to not use this agreement, NCPA will not be able to apply the discounted pricing.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support

services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$6,000,000 over five years, for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, Santa Clara and Ukiah. The motion passed.

- 14. NCPA Geothermal Facility – Second Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project** – Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project: 1) delegating authority to the General Manager or his designee to execute Proof of Loss forms for \$3,559,999 (gross) for the Plant 2 Unit 4 Steam Turbine Damage Claim and deposit the balance back into the Maintenance Reserve account; 2) amending the SOW to include the overhaul of the spare rotor; and 3) authorizing an increase in the total not-to-exceed amount of this project from \$5,000,000 to \$6,409,275, with \$1,409,275 to come from the Maintenance Reserve Fund.

On December 2, 2021, the NCPA Commission approved the NCPA Geothermal Plant 2 Unit 4 Overhaul Project (SR: 244:21, Resolution: 21-109) with a budget of not to exceed \$3,500,000. During the course of work, damage to the rotor and the turbine internal components were discovered as a result of a steam strainer failure. The damaged steam turbine internals were sent to the vendor's shop in Missouri for further inspection and repair.

On December 1, 2022, the NCPA Commission approved an Amendment to the NCPA Geothermal Plant 2 Unit 4 Overhaul Project (SR: 260:22, Resolution: 21-109), increasing the total not to exceed amount of the project to \$5,000,000 to cover the cost to repair the stationary steam turbine internals. The repaired components were installed in early January 2023, and Unit 4 was returned to service in early February 2023.

NCPA has been working with FM Global on a potential insurance claim for the damages to the steam turbine internals. The gross insurance claim is \$3,599,999 minus the deductible of \$1,000 for a total insurance proceed of \$2,599,999.

Repairs to the damaged rotor were not included in the previous amendment to the project. NCPA used a spare rotor to bring Unit 4 back into service as a part of the overhaul project. NCPA staff would now like to complete the repairs to the damaged rotor to ensure a spare is available and on-site should it be needed in the future. Only a portion of the repairs are due to the loss. The other portion is due to normal wear and tear. NCPA has negotiated with FM Global with guidance from the turbine vendor as to what the share split should be.

This project is currently funded to \$5,000,000. This Second Amendment will result in an updated total not to exceed amount of \$6,409,275, with \$1,409,275 of funds being requested from the Maintenance Reserve. The proceeds from the pending insurance claim would be used to replenish the Maintenance Reserve.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval of Second Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project: 1) delegating authority to the General Manager or his designee to execute Proof of Loss forms for \$3,599,999 (gross) for the Plant 2 Unit 4 Steam Turbine Damage Claim and deposit the balance back into the Maintenance Reserve account; 2) modifying the Scope of Work and increasing the total not to exceed amount of this project from \$5,000,000 to \$6,409,275; and 3) authorizing the use of an additional \$1,409,275 from the Maintenance Reserve. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Plumas-Sierra, Roseville, Santa Clara and Ukiah. ABSTAIN = Palo Alto. The motion passed.

15. FY2024 Annual Budget Review and Approval – Staff presented and reviewed the final budget for FY2024, and was seeking a recommendation for Commission approval of the FY 2024 Annual Budget.

All changes resulting from the budget review meetings have been incorporated into the proposed FY2024 annual budget. The proposed FY2024 annual budget total is \$671.7 million (net of revenues). The overall results represent a 19.4% or \$109.1 million dollar increase over the FY2023 approved annual budget. The budget is up 19.4% largely due to the forward curve, load costs, and transmission costs.

The entire budget document is available on the Agency's extranet site, [NCPA Connect](#).

Motion: A motion was made by Josh Cook and seconded by Basil Wong recommending the Commission adopt and approve the FY2024 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 23-XX and as detailed in the attached budgetary support and Annual Budget document. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, Santa Clara and Ukiah. The motion passed.

INFORMATIONAL ITEMS

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

NCPA Project Development (PPA) – Zero Waste Energy Development (ZWED)

- SB 1383 Compliance Goal
- 1.6 MW LF Gas – Existing Facility
- Participants: Santa Clara and Palo Alto
- Products: Energy, RPS, RA
- Term: 10 Year Term
- Operations: Seller to act as Scheduling Coordinator
- Price: To Be Discussed
- Negotiation Status: Active

Scheduling Coordinator Services – City of Lodi Strategic Reserve – Lodi is working with CDWR to install additional capacity in support of a State Strategic Reserve Program. This would be a 48+ MW natural gas facility operated by Enchanted Rock. NCPA's role would be to act as the Schedule Coordinator for the facility interconnected with the City of Lodi. This facility is to only be dispatched under limited circumstances such as CAISO system emergency (EEA1, EEA2, and EEA3) in response to a local transmission emergency. The goal of this project is to be operational in the summer of 2023. Staff is now engaging in initial discussions.

Geysers Geothermal – Next Steps

- Project Participation Percentage Transfer Deadline
 - Deadline: April 30, 2023
- Key Steps Required:
 - Provide written notice of intent to accept transfer to NCPA
 - Execute the Geysers Geothermal Third Phase Agreement by the Transfer Completion Deadline

17. NCPA 2023 Wildfire Mitigation Plan – Staff presented the draft NCPA 2023 Wildfire Mitigation Plan (WMP) for review and comment, including an overview of updated revisions recommended by the qualified independent evaluator.

Each local publicly owned electric utility and electrical cooperative shall update its plan annually and submit the update to the California Wildfire Safety Advisory Board (WSAB) by July 1 of each year. Last year's 2022 Ignitions, Wire Downs and "Fall In" tree mitigation were all zero, indicating good performance. This year's addition will include a metric for fire break maintenance at Geo, and a water drop tank deployment as part of fire spread risk reduction.

A Dudek revision is being conducted to assure that the NCPA WMP comprehensively addresses all of the applicable statutory requirements. Dudek review of program metrics should further establish that NCPA has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire or contribute to spread risk.

Staff will provide a report to Facilities Committee in early May seeking a recommendation for Commission approval of the NCPA 2023 WMP and the comprehensive statutorily required 3-year reviews, with updated revisions based on the qualified independent evaluators assessment and WSAB recommendations.

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

Hydro – Collierville (CV) Power House was at 99% availability and New Spicer Meadows (NMS) Power House was at 87% availability during the month of March. March precipitation was 17.7 inches based on the 5 – Station Index. The snow pack is at 237% of average for this date. Collierville experienced a tailrace landslide during the month.

Hydrology

▪ New Spicer Meadows Reservoir Storage

- 11,131 acre feet decrease (18%) month-over-month
- 62,481 acre feet to 51,350 acre feet
 - High snow water content
 - Forecasts indicate Spicer will fill and spill
 - ~250,000 acre feet of snow water content in snowpack above Spicer
 - ~150,000 acre feet of available space in Spicer presently
- Optimizing stored water
 - Spicer draft 400 - 600 cfs beginning 1/18
 - Anticipate elevated drafts based on required flushing flows, likelihood of Spicer spill, market conditions
 - Flushing flows to be complete on 4/8/2023
 - Monitoring snowpack, runoff, and market

Current Events

▪ Projects

- FEMA/OES damage coordination
- USFS annual meeting
- Monthly CCWD coordination meetings
- Annual meeting with USFS
- Base mapping underway for Clarks Creek along CV PH
- 230 KV T-line vegetation management commencing

CTS – CT1 had 15 starts (Alameda Excitation System Commissioning and CT1 Lodi Emissions Testing) of 15 forecasted. FYTD total is 104 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 21 starts.

▪ Outages

- CT1 Lodi- Forced outage on 3/25/23 from 0700-1330 to adjust new excitation system settings
- CT1 Alameda- U1/U2- Spring Outage complete. **Outage on 5/15 thru 5/17

- CT2 STIG- 4/1/23 thru 4/30/23 – In progress
- CT1 Lodi Run Hours
 - YTD hours 16.5 of 200 Allowed (based on calendar year)
- CT1 Alameda Diesel Hours
 - U1= 4.64 hrs. of 20 (based on rolling year)
 - U2= 5.32 hrs. of 20 (based on rolling year)
- Safety and Environmental
 - No Safety issues to report.
 - As previously noted, CT1 Lodi had an emissions deviation while performing excitation system commissioning. During operation, the CT was run at different loads. Inadvertently, the CT ran without water injection for two periods which caused the emissions deviation. Emissions deviation was reported to SJVAPCD on 2/23/23.
- Alameda U1/U2 May Outage (May 15-17, 2023)
 - Alameda island is currently on a single feed from PG&E due to Station “J” transformer issue. We had schedule our 6-year NERC PRC-005 testing during this outage. Unfortunately, the 115kV substation line differential 87B relay can’t be tested and CT’s for the relays can’t be de-energized. In order to test this relay, AMP has to open their two switchyard breakers CB242/232, close the shoo-fly to bypass the Alameda switch yard. The above sequence will interrupt power to the island. The testing request was halted by PG&E and AMP.
 - PG&E is forecasting that on April 10th, the Alameda island should be back on normal feed. Based on contractor’s schedule/availability and our LEC/STIG outage in April, we cannot complete the testing sooner. We had to reschedule the testing for **May 15-17, 2023.**
- Staff reviewed the CAISO Commitment Runs for March 2023.

Geo – There were no safety incidents to report for the month of March. Safety training is 49.7% complete. Severe winter weather hampered outage activities, and created safety hazards causing several near misses. The average net generation level for March was 51.1 MW. Total average net generation was 38.2 GWh. The FY 2023 net generation goal is 734 GWh. Currently FY 2023 actual net generation is 524.5 GWh YTD at 4% under the forecasted net generation YTD. Unit 2 returned to service on March 28, 2023. Unit 1 is currently still out of service. The return to service is TBD.

19. Planning and Operations Update –

- **Resource Integrations In Progress**
 - City of Lodi Strategic Reserve – June 2023
 - Dagget Solar / Storage – Q3 2023
 - Scarlet Solar / Storage – Q3 2023
 - West Tambo Solar – Q3
 - Proxima Solar / Storage – Q1 2024
- Over generation has started at the CAISO, which is causing lots of congestion. Lodi CTs are running with DA market clearing. The CAISO will most likely experience a couple months of over generation due to the high water amounts this year.

20. Next Meeting – The next regular Facilities Committee meeting is scheduled for May 3, 2023.

ADJOURNMENT

The meeting was adjourned at 12:04 pm by the Committee Chair.



**Northern California Power Agency
April 5, 2023 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
April 5, 2023 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

Date: May 4, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: May 3, 2023 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:10 am. Attending via teleconference and on-line presentation were Midson Hay (Alameda), Jake Carter (Gridley), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Monica Nguyen (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Lodi, Lompoc, Palo Alto, Shasta Lake and TID, were absent. A quorum of the Committee was not established.

PUBLIC FORUM

No public comment.

2. **Approval of Minutes from the April 5, 2023 Facilities Committee meeting.**

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

3. **All NCPA Facilities, Members, SCPPA – Plug In America First Amendment to MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Consulting Services Agreement with Plug In America 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, by SCPPA, and SCPPA Members.

NCPA entered into a three-year MTCSA with Plug In America effective December 18, 2020, for an amount not to exceed \$750,000. This agreement has been used by NCPA Members through NCPA's Support Services program. 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 December 17, 2023 to a new date of December 17, 2025. The not to exceed amount of \$750,000 will remain the same through the end of the contract term. 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 Acterra, Cool the Earth, and Electric Car Insider.

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 First 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 extend the term of the Agreement for an additional two year period, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on May 25, 2023 on the Commission Consent Calendar.

- 4. All NCPA Facilities, Members, SCPPA – EverLine Compliance CA, LLC Second Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to the five-year Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline maintenance and operations related services, amending Exhibits A and B to include additional regulatory services, for continued use at all 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, to provide pipeline operations and maintenance services, 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.

It was recently determined NCPA didn't have a compliant control room under our current services to control the Alameda pipeline. Since the Alameda pipeline is a DOT PHMSA regulated asset, NCPA can't add it to the existing LEC control room without significantly increasing the regulatory requirements for NCPA and its employees. These services were previously administered by Dick Brown Technical Services (DBTS) as subcontracted by Energy Project Solutions (EPS), NCPA's previous pipeline compliance contractor. EverLine has acquired both DBTS and EPS, and can provide these services. NCPA now desires to enter into a Second Amendment to the Multi-Task General Services Agreement amending Exhibits A and B to add these required regulatory control room services. The not to exceed amount of \$1,000,000 will remain the same through the end of the contract term. 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 does not have any other agreements for similar services at this time.

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 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, amending Exhibits A and B to add required regulatory services, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on May 25, 2023 on the Commission Consent Calendar.

- 5. All NCPA Facilities, Members, SCPPA – Aspen Environmental Group MTCSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Aspen Environmental Group for

energy related consulting services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is an existing NCPA vendor. The current agreement with Aspen Environmental is expiring. An NCPA Member has expressed an interest in using this vendor in the future. 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 similar agreements in place with Kano Consultants, Geosyntec Consultants, Inc., EGS Consulting, Inc., and Risk Management Professionals, Inc.

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 Aspen Environmental Group for energy related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on May 25, 2023 on the Commission Consent Calendar.

- 6. NCPA Geothermal Facility – 2023 Steam Field Operations Forecast Report** – Staff presented background information and was seeking a recommendation for Commission approval of the 2023 Steam Field Operations Forecast Report, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effective July 1, 2023, and remaining in effect until replaced by the Commission.

The 2022 Operating Protocol for NCPA's Geothermal Facility 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 2022 Protocol allowed for reduction of load under the economic conditions listed below.

- Day Ahead Market Prices are a minimum of negative \$25 per MWh.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

In 2023, the recommended Operating Protocol is to continue using the two-zone strategy, and operate Plants #1 and #2 at baseload conditions with the goal of maximizing generation. To clarify the criteria for any reduction in generating load, the following economic conditions are introduced into the 2023 Geothermal Operating Protocol.

- 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.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

This Protocol establishes a 2023 annual peak generation target of 101.5 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 2023 Steam Field Operations and Forecast Report dated May 2023 as the Geothermal Operating Protocol effective July 1, 2023. This Operating Protocol is to remain in effect until replaced by the Commission. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on May 25, 2023 on the Commission Consent Calendar.

7. **NCPA 2023 Wildfire Mitigation Plan** – Staff is seeking a recommendation for approval of the NCPA 2023 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 approved in the December 5, 2019 Commission Meeting. Annual independent evaluations of the Wildfire Mitigation Plan were conducted in 2020, 2021 and 2022, with minor revisions to the plan. Each revision has been approved in annual Commission Meetings.

NCPA contracted with Dudek, a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure, to complete the statutorily required three-year revision and assess the comprehensiveness of the 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 April 27, 2023.

NCPA is now seeking Commission approval of the NCPA 2023 Wildfire Mitigation Plan, to include the recommended revisions provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 1.3 to 2.0 to reflect the three year required update, and post the Wildfire Mitigation Plan 2.0 to the NCPA 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 2023 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator’s recommendations and Wildfire Safety Advisory Board (WSAB) 2022 recommendations. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on May 25, 2023 on the Commission Consent Calendar.

8. **City of Lodi Scheduling Coordinator Agreement** – Staff is seeking a recommendation for Commission approval of a Scheduling Coordinator Agreement between NCPA and the City of Lodi, for the purpose of scheduling the Lodi Strategic Reserve Project (Resource ID LODI25_6_ERKNG1). *****This item was pulled from the agenda and will be brought back to a future meeting.*****

INFORMATIONAL ITEMS

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

NCPA Project Development (PPA) – Zero Waste Energy Development (ZWED)

- SB 1383 Compliance Goal

- 1.6 MW LF Gas – Existing Facility
- Participants: Santa Clara and Palo Alto
- Products: Energy, RPS, RA
- Term: 10 Year Term
- Operations: Seller to act as Scheduling Coordinator
- Price: TBD
- Negotiation Status: Active

Scheduling Coordinator Services – City of Lodi Strategic Reserve – Lodi is working with CDWR to install additional capacity in support of a State Strategic Reserve Program. This would be a 48+ MW natural gas facility operated by Enchanted Rock. NCPA's role would be to act as the Schedule Coordinator for the facility interconnected with the City of Lodi. This facility is to only be dispatched under limited circumstances such as CAISO system emergency (EEA1, EEA2, and EEA3) in response to a local transmission emergency. The goal of this project is to be operational in the summer of 2023. Staff is now developing a Scheduling Coordinator Agreement with Lodi.

Geysers Geothermal – Next Steps

- Project Participation Percentage Transfer Deadline
 - Deadline: April 30, 2023
- Next Steps:
 - All assignments have been fully executed
 - NCPA to seek Commission approval of amended Appendix A to incorporate Table 3

10. NCPA Inter-Agency Resource Plan (IARP) Update – Staff provided an informational update regarding the development of the NCPA IARP.

- **Short Term Goals 2021-2026**
 - Identify Member's common needs (existing load and Member owned resources)
 - Conceptual plans of transition periods (effects of electrification and EV charging)
 - Proposal & Economic Evaluation (considering effects of temperature increase and increasing transmission costs)
- **Project Deliverables Schedule (Ascend)**
 - 3/2 – NCPA Background, Assumptions & Purpose
 - 3/9 – Energy & Peak Demand Forecasts (Pooling Member review of Load forecasts)
 - 3/16 – Resources & Capacity (Pooling Member review of Resources)
 - 4/28 – Load – Resource Balance (Pooling Member review)
 - 5/11 – Planning Scenario and Recommendations
 - 5/23 – Conclusion
 - 5/30 – Executive Summary

Please direct any questions to James Mearns with NCPA or Brandon Mauch with Ascend Analytics.

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

CTs – CT1 had 16 starts (7 ghost and 9 actual) of 6 forecasted. FYTD total is 120 starts. Alameda Units 1 & 2 were dispatched in the Day Ahead market. CT2 had 0 starts of 0 forecasted. FYTD total is 21 starts.

- **Outages**
 - CT1 Lodi – On 4/20/23 @1443 64B Utility Ground Fault Relay. Crews were dispatched and began troubleshooting. Found 13.8Kv bus cable to Aux transformer,

- “B” phase is bad. On 5/24/23 RFP went out to three electrical contractors, on 5/26 one contractor responded, quote on hand for the work. Unit forced out thru 5/15/23.
 - CT1 Alameda – U1/U2 – The NERC PRC-006 testing outage scheduled for 5/15/23 – 5/17/23 was cancelled due to PG&E unable to support those dates. New outage dates are 6/5/23 – 6/7/23.
 - CT2 STIG – Outage is complete and unit is back in service.
- **CT1 Lodi Run Hours**
 - YTD hours 16.5 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
 - U1= 5.27 hrs. of 20 (based on rolling year)
 - U2= 5.80 hrs. of 20 (based on rolling year)
- **Safety and Environmental**
 - No Safety issues to report.
 - DOT Pipeline and Hazardous Material Safety Administration (PHMSA), conducted Alameda gas pipeline inspection 4/18-4/20. To finalize inspection, DOT inspector needs to witness main gas shutoff for pipeline.
- **FY 20203 Encumbrance Update**
 - The CT1 Excitation upgrade is complete, NCPA has paid \$919,530.54 and the controls upgrade will need to be carried over into FY 2024. Controls estimated cost will be around \$255,000.
 - All other outstanding projects have been received and paid.
- **Staff reviewed the CAISO Commitment Runs for April 2023.**

Geo – There was one safety incident to report for the month of April due to an accidental H2S release. Safety training was done after this incident, which is now 56% complete for the year. Cal Fire Konocti is staging and starting vegetation management at the Geo Facilities. The average net generation level for April was 74 MW. Total average net generation was 53.3 GWh. The FY 2023 net generation goal is 734 GWh. Currently FY 2023 actual net generation is 577.8 GWh YTD at 4.8% under the forecasted net generation YTD. Unit 1 is currently still out of service. The return to service is TBD. Basket strainer material was found inside the turbine. Bids were received to open, clean, and inspect the turbine. Inspections were conducted on the Plant 1 and 2 cooling towers.

Hydro – The Hydro project continues with heavy generation schedules. Collierville (CV) Power House was at 99% availability and New Spicer Meadows (NMS) Power House was at 92% availability during the month of April. April precipitation was 0.1 inches based on the 5 – Station Index. Precipitation is at 61.2 total inches, and is at 167% of average for this date. The SWC dropped from 237 to 191 and is at 252% of average for this date. Alpine, Union, Utica, North Fork, Beaver Creek and McKays Point are all currently spilling.

Staff provided a McKays Sedimentation levels update. A February 2023 Bathymetry was conducted to determine sedimentation impact from recent 2023 storms. It's been detected that there is sediment movement into critical zones of the Hydro facilities including the cofferdam, power tunnel intake, fishery facilities and McKays Dam. There has been no overall net reservoir accumulation since 2018 – 518,000 to 460,000 cubic yards. The multi-beam scanning technology effectively shows advancement, scouring, and densification of the loose vegetative deposits. Staff will develop methods for a more frequent survey regime, and a sediment response plan.

- **New Spicer Meadows Reservoir Storage**
 - 12,191 acre feet increase (20%) month-over-month
 - 62,481 acre feet to 74,672 acre feet
 - High snow water content and forecasted spill
 - Optimizing stored water

- Flushing flows completed on 4/8/2023
- Anticipate elevated drafts based on required flushing flows, likelihood of Spicer spill, tailwater management, and market conditions
- Monitoring snowpack, water rights, runoff, and market

Current Events

- Projects
 - USGS approved the 2021-2022 Water Year Record
 - Continued FEMA/OES damage coordination
 - Monthly CCWD coordination meetings
 - Commencing preparatory work on all approved FY 2024 projects
 - Base mapping underway for Clarks Creek along CV PH
 - Detailed design out for proposals
 - 230 KV T-line vegetation management commencing
 - Work is bidding

12. Planning and Operations Update

- **Resource Integrations In Progress**
 - City of Lodi Strategic Reserve – June 2023
 - Dagget Solar / Storage – Q3 2023
 - Solar Summer 2023
 - BESS Fall 2023
 - Scarlet Solar / Storage – Q3 2023
 - West Tambo Solar – Q3 2023
 - Proxima Solar / Storage – Q1 2024
- **Summer 2023 Readiness** – A coordination meeting with CAISO on May 9. NCPA activities include review and confirmation of Member contact information, review and validation of operating procedures, updated Dispatch and SC training for emergency operations, discuss emergency operations with Members, and further coordination with CAISO.
- **Meter Maintenance Program** – Next steps include confirming Member contacts, developing a project schedule for the Member meter maintenance per site and/or device, and implanting internal procedures for the administration of the Meter Maintenance Program.

13. Next Meeting – The next regular Facilities Committee meeting is scheduled for June 7, 2023.

ADJOURNMENT


The meeting was adjourned at 12:05 pm by the Committee Chair.

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

Carrie Pollo	NCPA
Jane Luckhardt	NCPA
Michael DeBortoli	NCPA
Jay Mearns	NCPA
MARC PELLETIER	NCPA
Jeremy Lawson	NCPA
Jake Eymann	NCPA
Rafael Santana	NCPA
Ed Vira	NCPA
Tony Zimmer	NCPA
Brian Schinrock	NCPA
Ryley Kelly	Roseville

**Northern California Power Agency
May 3, 2023 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

Date: May 23, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: May 18, 2023 Special Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:08 am. Attending via teleconference and/or on-line presentation were Midson Hay (Alameda), Josh Cook (Biggs), Jake Carter (Gridley), Jiayo Chiang (Lodi), CJ Berry (Lompoc), Mike Brozo (Plumas-Sierra), Nick Rossow (Redding), Monica Nguyen and Basil Wong (Santa Clara), and Cindy Sauers (Ukiah). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Palo Alto, Port of Oakland, Shasta Lake, and TID were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. NCPA Geothermal Facility – Geothermal Plant 2, Unit 4 Cooling Tower Temporary Measures Project** – Staff presented background information and was seeking a recommendation for Commission approval of the Geothermal Plant 2, Unit 4 Cooling Tower Temporary Measures 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 \$250,000, to be funded through a Geothermal FY2023 budget augmentation.

NCPA hired an independent contractor specializing in cooling towers to conduct an inspection of the Geothermal Plant 2, Unit 4 cooling tower. Their inspection revealed that the cooling tower fans, sweet gas header, guardrail, and stairs are in urgent need of repair. While items such as stairs and guardrails can be mitigated with scaffolding, the fans and header are critical for operation. The inspection revealed deteriorated supports for the header and large splits and holes in the fans. Out of an abundance of caution and for the safety of all personnel, NCPA shut down the Geothermal Plant 2 on May 8, 2023. Staff and Committee Members discussed the urgency of the repairs and employee safety.

While the FY2024 budget included an \$800,000 project to replace the fan motor frames, blades, and hubs, temporary repairs are needed immediately to stabilize these items in order to get the unit back online. Complete repairs will be proposed in a future budget. The total cost of this project is not to exceed \$250,000. A breakdown of the project scope and associated costs is shown below.

Scope of Work	Cost
Mobilization/Demobilization	\$8,000.00
Repair Sweet Gas Line Supports	\$60,000.00
Remove, Clean, Refurbish/Replace Cooling Tower Fan Blades, Supports, and Equipment	\$140,000.00
Crane and Support	\$17,000.00
Contingency Funds	\$25,000.00
Total Project Cost	\$250,000.00

A FY2023 budget augmentation in the amount of \$250,000 is requested to fund this project. If approved, the additional cost of \$250,000 would require funding from the Geothermal Member agencies in proportion to their individual shares. NCPA will issue a special invoice for \$250,000 on May 26, 2023 and payable by June 15, 2023. Project Participants can elect to provide a letter of direction using their GOR funds or send funds from their bank account.

Motion: A motion was made by CJ Berry and seconded by Brian Schinstock recommending Commission approval authorizing the Geothermal Plant 2, Unit 4 Cooling Tower Temporary Measures 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 \$250,000, to be funded through a Geothermal FY2023 budget augmentation. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Plumas-Sierra, Roseville, Santa Clara and Ukiah. ABSTAIN = Redding The motion passed.

3. NCPA Geothermal Facility – Geothermal Plant 1, Unit 1 Steam Strainer Damage Project –

Staff presented background information and was seeking a recommendation for Commission approval of the Geothermal Plant 1, Unit 1 Steam Strainer Damage 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 \$2,500,000, to be funded through a Geothermal FY2023 budget augmentation.

On March 1, 2023, NCPA's Geothermal Plant 1, Unit 1 was taken offline for routine seasonal Stretford maintenance. During the course of inspections conducted by NCPA staff, steam strainer failures were found which caused strainer material to enter the steam turbine. Staff was unable to remove the upper casing to determine the extent of the damage. NCPA hired Reliable Turbine Services, LLC (RTS) to perform a Steam Path Inspection. RTS removed the upper turbine case and found screen material throughout the turbine rotor and casing diaphragms. Upon initial visual inspection, minimal obvious damage was seen.

RTS is recommending to pull, clean, and conduct nondestructive testing on the turbine rotor and diaphragms, and to remove and inspect the valves. After the turbine rotor, diaphragms, and upper turbine case are examined and any necessary repairs completed, the equipment will be reassembled and returned to service. It is expected that this work will be completed by June 30, 2023.

It is important to note that this unit is scheduled for a regular overhaul in 2026. During the course of this work, staff will be evaluating whether this scope can count as the regular scheduled overhaul, thus enabling NCPA to defer that future work. Committee Members expressed they would like a Special Facilities Committee meeting if an overhaul will be needed at this time and/or extending the outage. Members would like this plant to be up and running by July 1, 2023.

The total cost of the project is not to exceed \$2,500,000. A breakdown of the project scope and associated costs is shown below:

Scope of Work	Cost
Steam Path Inspection	\$93,685.00
RTS Proposal dated May 3, 2023 (includes mobilization, removal, blast-cleaning, non-destructive testing of rotor and stationary, valve removals and visual inspection, upper casing inspection, report of findings)	\$406,980.00
Additional Repairs, Reassembly, Demobilization	\$300,000.00
Contingency Funds	\$1,699,335.00
Total Project Cost	\$2,500,000.00

It should be noted that the large contingency is to allow for unexpected findings, and to allow for the option of completing the work as an overhaul, deferring the 2026 work. NCPA will not collect the contingency portion of the augmentation unless the work scope dictates the need. NCPA will issue a special invoice for \$800,665 on May 26, 2023 and payable by June 15, 2023. Project Participants can elect to provide a letter of direction using their GOR funds or send funds from their bank account. If it is recommended to overhaul the unit, NCPA will issue a subsequent special invoice for \$1,699,335 at a later date, but prior to the FY deadline date of June 30, 2023.

Motion: A motion was made by Josh Cook and seconded by Jiayo Chiang recommending Commission approval authorizing the Geothermal Plant 1, Unit 1 Steam Strainer Damage 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 \$2,500,000, to be funded through a Geothermal FY2023 budget augmentation. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Plumas-Sierra, Roseville, Santa Clara and Ukiah. ABSTAIN = Redding The motion passed.

4. **NCPA Geothermal Facility – FY2023 Geothermal Budget Augmentation for Routine Operations and Maintenance (O&M)** – Staff presented background information and was seeking a recommendation for Commission approval of a FY2023 budget augmentation in the amount of \$2,200,000, for application to NCPA's Geothermal facility Routine Operations and Maintenance (O&M) costs as a result of extraordinary work and extreme weather conditions during the year.

On April 28, 2022, the NCPA Commission approved the FY2023 Annual Budget (Resolution 22-45). Over the course of FY2023, various extraordinary events have resulted in higher than projected expenditures for routine operations and maintenance activities at NCPA's Geothermal facility, including various pump failures requiring the need for maintenance and to purchase parts for the pumps, extreme winter weather conditions causing the need for greater than normal maintenance activities including snow removal services, unexpected transmission line damage requiring emergency repairs, and increasing costs of steam royalties due to the rise in energy prices.

NCPA's Geothermal facility is requesting a budget augmentation to the FY2023 Annual Budget to fund these unexpected maintenance activities. The requested amount of the FY2023 Geothermal

budget augmentation is \$2,200,000. This budget augmentation is needed to fully fund the required operations and maintenance costs. The additional cost of \$2,200,000 would require funding from the Geothermal projects' respective member agencies in proportion to their individual shares. NCPA will issue a special invoice for \$2,200,000 on May 26, 2023 and payable by June 15, 2023. Project Participants can elect to provide a letter of direction using their GOR funds or send funds from their bank account.

Motion: A motion was made by Brian Schinstock and seconded by Cindy Sauers recommending Commission approval authorizing a FY2023 budget augmentation in the amount of \$2,200,000, for application to NCPA's Geothermal facility Routine Operations and Maintenance (O&M) costs as a result of extraordinary work and extreme weather conditions during the year. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Plumas-Sierra, Roseville, Santa Clara and Ukiah. ABSTAIN = Redding. The motion passed.

ADJOURNMENT

The meeting was adjourned at 10:04 am by the Committee Chair.


**Northern California Power Agency
May 18, 2023 Special Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
May 18, 2023 Special Facilities Committee Meeting
Attendance List**

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

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



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Minutes

Date: June 12, 2023
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: June7, 2023 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:09 am. Attending via teleconference and/or on-line presentation were Midson Hay and Ben Rings (Alameda), Jake Carter (Gridley), Shiva Swaminathan (Palo Alto), Nick Rossow (Redding), and Monica Nguyen and Basil Wong (Santa Clara). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Lompoc, Plumas-Sierra, Port of Oakland, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was not established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of minutes from the April 5, 2023 and May 3, 2023 regular Facilities Committee meetings, and the May 18, 2023 Special Facilities Committee meeting.**

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

- 3. All NCPA Facilities, Members, SPCPA – Dee's Design Box LLC First Amendment to MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Consulting Services Agreement with Dee's Design Box LLC, now known as Norwood Creative Group, Inc., for graphic design services, to change the vendor name to Norwood Creative Group, Inc., and to increase the total not-to-exceed amount to \$500,000, for continued use by NCPA, NCPA Members, by SPCPA, and SPCPA Members.

NCPA entered into a five-year MTCSA with Dee's Design Box LLC effective August 31, 2021, for an amount not to exceed \$250,000. On May 9, 2023, Dee's Design Box LLC notified NCPA that its name was changed to Norwood Creative Group, Inc. as of June 1, 2023. This amendment will change the vendor name in the agreement to Norwood Creative Group, Inc.

To date, this agreement has been used by NCPA and several NCPA Members. To ensure sufficient funds are available for the remainder of the contract term, this amendment will increase the not-to-exceed amount from \$250,000 to \$500,000 for continued use by NCPA, NCPA Members, SCPPA, and SCPPA Members. 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 Background Stories Co and Pat Davis Design Group, Inc.

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 First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Dee's Design Box, LLC, now known as Norwood Creative Group, Inc., for graphic design services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to change the vendor name to Norwood Creative Group, Inc., and to increase the total not-to-exceed amount to \$500,000, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

- 4. NCPA Headquarters and Disaster Recovery Center – Brightview Landscape Services, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five year Multi-Task General Services Agreement between NCPA and Brightview Landscape Services, Inc., for commercial landscape maintenance and services, in an amount not-to-exceed \$300,000 for use at NCPA Headquarters and the Agency's Disaster Recovery Center.

In February of 2023, staff issued an RFP soliciting proposals from landscape maintenance companies to perform landscape maintenance services including but not limited to general grounds keeping, horticultural maintenance, irrigation, cleanup of landscape areas, maintenance of irrigation systems, and replacement of plant materials as needed for NCPA Headquarters and the Disaster Recovery Center on Sunrise Avenue.

The vendor is a provider for local municipalities with proven experience in the region. The vendor proposed the lowest first-year cost, with a competitive year-over-year escalation schedule. NCPA desires to enter into a five year, multi-task general services agreement with Brightview Landscape Services, Inc. for competitive bids on small, landscaping projects and services. These activities are intended to provide NCPA properties with well-maintained landscaping, water efficiencies, and overall property appeal. 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.

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 Five Year Multi-Task General Services Agreement with Brightview Landscape Services, Inc. for professional commercial landscape maintenance services, including; horticulture maintenance, irrigation, maintenance to irrigation, and special projects, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years, for use only at any facilities owned and/or operated by NCPA. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

- 5. Execution of Confirmation Number 0304 under the Northern California Power Agency Support Services Program Agreement** – Subject to approval by the Alameda Public Utilities Board of the requested services under the terms of the Northern California Power Agency

Support Services Program Agreement, approval of Resolution 23-36 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0304, with a not-to-exceed amount of \$713,195.50, with any non-substantial changes recommended and approved by the NCPA General Counsel, and issue Purchase Orders to CLEAResult Consulting Inc. (CLEAResult) for electric vehicle (EV) charging outreach and technical assistance services through December 17, 2025.

NCPA entered into a three-year Multi-Task Consulting Services Agreement (Agreement) with CLEAResult Consulting Inc. (CLEAResult) effective December 18, 2020, for electric vehicle (EV) education, electrification education, and additional energy efficiency related services. On April 27, 2023, the Commission approved a First Amendment to Resolution 23-20 authorizing a First Amendment to the Agreement extending the term through December 17, 2025, increasing the not-to-exceed amount to \$2,000,000, and revising Exhibits "A" and "B".

In April 2023, AMP submitted a Member Task Request under the SSPA for CLEAResult services to provide EV charging outreach and technical assistance services through December 17, 2025. Per the CLEAResult Statement of Work and AMP Task Request, the cost for the services is not-to-exceed \$615,270.00. If approved, Confirmation Number 0304 states that NCPA agrees to provide the requested services through its contract with CLEAResult, as amended, in the amount of not-to-exceed \$615,270.00, plus a 15% contingency requested by AMP of \$92,290.50, for a total services not-to-exceed amount of \$707,560.50. With the addition of NCPA's administrative fees of not more than \$5,635.00, the total amount expended under the Confirmation will not exceed \$713,195.50.

On July 17, 2023, the Alameda Public Utilities Board will consider for approval Confirmation Number 0304 under the Support Services Program Agreement for these energy efficiency services provided to AMP by CLEAResult through December 17, 2025, for a Confirmation not-to-exceed amount of \$713,195.50. There is no fiscal impact to NCPA. The services provided by CLEAResult to AMP will be billed to and paid by AMP pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by AMP.

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 subject to approval by the Alameda Public Utilities Board of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 23-36 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0304, with a not-to-exceed amount of \$713,195.50, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to CLEAResult Consulting Inc. (CLEAResult) for electric vehicle (EV) charging outreach and technical assistance services through December 17, 2025. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

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

Veterans Industrial Protection Inc. is a new vendor for NCPA. NCPA Geothermal staff contacted Veterans Industrial Protection Inc. because they offer California Registered Fire Protection Engineer (FPE) services. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Veterans Industrial Protection Inc., so established terms and

conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. 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. Other enabling agreements in place for similar services include Sabah International, Inc., and ORR Protection Systems, Inc.

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 Veterans Industrial Protection Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

- 7. All NCPA Facilities – Rescue Solutions, LLC First Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Rescue Solutions, LLC, increasing the not to exceed amount from \$500,000 to \$1,500,000, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five year Multi-Task General Services Agreement with Rescue Solutions, LLC, effective December 14, 2021, for an amount not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA.

This agreement was used by the Geothermal Facility extensively during the Plant 2, Unit 4 Steam Turbine Rotor and Steam Turbine Generator Overhaul Project and the agreement is now running low on funds. NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$500,000 to \$1,500,000, to ensure there are sufficient funds available for the remainder of the contract term. Exhibit B – Compensation Schedule and Hourly Fees – will also be amended as requested by the vendor to reflect an increase in labor and material costs. This agreement will continue to be available for use at any facility owned and/or operated by NCPA.

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 Advanced Chemical Transport Inc. dba ACTEnviro, Patriot Environmental Services, Inc., Northern Industrial Construction, and Capstone Fire & Safety Management (pending).

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 First Amendment to the Multi-Task General Services Agreement with Rescue Solutions, LLC for rescue response related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

8. **All NCPA Facilities, Members – Siemens Industry, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Siemens Industry, Inc. for Power Distribution maintenance and support services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA and NCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *****This item was pulled from the agenda and will be brought back to a future meeting.*****

9. **All NCPA Facilities – Ballard Marine Construction, LLC MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Ballard Marine Construction, LLC, for underwater maintenance, inspections and bathymetric survey services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA only.

This is a current vendor with NCPA, in which the current agreement has just 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. Other enabling agreements in place for similar services include DRS Marine, Inc. and Global Diving and Salvage.

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 Ballard Marine Construction, LLC for underwater maintenance and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

10. **NCPA Hydro Facility – Andritz Hydro Corporation, Inc. Master Agreement for Supply of Equipment** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Master Agreement for Supply of Equipment with Andritz Hydro Corporation, Inc., for equipment purchasing services, with a not to exceed amount of \$5,000,000, for use at NCPA's Hydroelectric Facility.

This is a current vendor with NCPA, in which the current agreement has just expired. Andritz Hydro Corporation, Inc. is the original equipment designer, manufacturer and supplier (OEM) for the major electromechanical components of the Collierville powerhouse. OEM equipment supply (spare and replacement parts) and consulting services (design review, root cause investigation, troubleshooting, upgrade integration) are routinely needed at the hydro-electric facilities in order to maintain the reliability of the facilities. 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 the NCPA Hydroelectric Facilities need to purchase equipment in the future. 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. As Andritz Hydro Corporation, Inc. is the OEM for certain components used in the Collierville powerhouse, NCPA has no other agreements in place with vendors who can provide these services.

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 Master Agreement for Supply of Equipment with Andritz Hydro Corporation, Inc. for electromechanical parts and equipment for the Collierville powerhouse, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at NCPA's Hydroelectric Facilities. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

11. All NCPA Facilities, Members, SCPPA – Fossil Energy Research Corp dba FERCO MTPSA

– Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Fossil Energy Research Corp dba FERCO for testing services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is an existing vendor with NCPA, in which the current 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 an agreement in place for similar services with Environex, Inc.

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 Fossil Energy Research Corp. dba FERCO for testing 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. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

12. All NCPA Facilities, Members, SCPPA – Montrose Air Quality Services, LLC MTCSA –

Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Montrose Air Quality Services, LLC for testing services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is an existing vendor with NCPA, in which the current 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 Air Hygiene International, Inc. and Blue Sky Environmental.

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 Montrose Air Quality Services, LLC for testing 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. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

13. All NCPA Facilities, Members, SCPPA – Electrical Maintenance Consultants MTGSA –

Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Electrical Maintenance Consultants for specialty electrical related services, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is an existing vendor with NCPA, in which the current 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 Contra Costa Electric, Eaton Corporation, Electric Power Systems and NorCal Power Services.

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 Electrical Maintenance Consultants for specialty electrical related 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. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

14. All NCPA Facilities, Members, SCPPA – Industrial Air Flow Dynamics, Inc. MTGSA – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Industrial Air Flow Dynamics, Inc. seals, expansion joints, and HRSG related services, with a not to exceed amount of \$4,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is an existing vendor with NCPA, in which the current 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 Dekomte De Temple, LLC, HRST, Inc. and Performance Mechanical, Inc.

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 Industrial Air Flow Dynamics, Inc. for seals, expansion joints and HSRG related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years, for use at any facilities owned and/or

operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

15. All NCPA Facilities – EverLine Compliance CA, LLC Second Amendment to MTGSA –

Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to the five-year Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline maintenance and operations related services, amending Exhibits A and B to include additional regulatory services and removing Members/ SCPPA from this agreement, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five year Multi-Task General Services Agreement with Energy Project Solutions, LLC, effective June 1, 2020, to provide such services, 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.

It was recently determined that NCPA did not have a compliant control room under our current services to control the Alameda pipeline. Since the Alameda pipeline is a Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHSMA) regulated asset, NCPA can't add it to the existing LEC control room without significantly increasing the regulatory requirements for NCPA and its employees. These services were previously administered by Dick Brown Technical Services (DBTS) as subcontracted by Energy Project Solutions (EPS), NCPA's previous pipeline compliance contractor. EverLine has acquired both DBTS and EPS, and can provide these services.

NCPA now desires to enter into a Second Amendment to the Multi-Task General Services Agreement amending Exhibits A and B to add these required regulatory control room services. Because the added regulatory services involve gas pipelines and operations, there could be potential liability issues should anyone other than NCPA use this agreement. For that reason, the Second Amendment will also remove usage by NCPA Members, SCPPA and SCPPA Members. NCPA does not have other agreements for similar services at this time.

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 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, amending Exhibits A and B to add required regulatory services and remove usage by NCPA Members, SCPPA and SCPPA Members, for continued use at any facilities owned and/or operated by NCPA. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

16. All NCPA Facilities, Members, SCPPA – Leidos Engineering, LLC MTPSA – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Leidos Engineering, LLC for transmission and distribution design services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

The current agreement with Leidos Engineering, LLC has expired. An NCPA Member has expressed an interest in utilizing this vendor in the future. 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 EN Engineering, LLC, McHale & Associates, Inc., Coffman Engineers, Inc., Mead & Hunt, Inc. and PowerTech Labs, Inc. (pending).

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 Leidos Engineering, LLC for transmission and distribution design 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. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 on the Commission Consent Calendar.

17. Amendment 1 to Contract for Displacement of Base Resource with Central Valley Project Customers – Staff presented background information and was seeking a recommendation for Commission approval of Amendment 1 to the Contract for Displacement of Base Resource with Central Valley Project Customers.

NCPA, among certain other Base Resource customers, entered into Contract 09-SNR-01256 (Displacement Contract) on June 1, 2009. Pursuant to the Displacement Contract, under certain conditions Non-Direct Connect Customers (NDCC) and Direct Connect Customers (DCC) can exchange equal amounts of energy in quality, quantity, and timing to gain certain scheduling and economic efficiencies. The Displacement Contract is currently set to terminate on December 31, 2024.

The Displacement Contract participants desire to extend the term of the Displacement Contract through December 31, 2026. To enable the Displacement Contract Term to be extended, WAPA has developed Amendment 1 to Contract 09-SNR-01256 to extend the term of the contract through December 31, 2026. No other material changes to the Displacement Contract are being proposed at this time. NCPA's authority to act on behalf of Pool Members is provided through the Assignment Administration Agreement (AAA Agreement). This requires an affirmative vote of all assigning Members. Members asked if this agreement is still beneficial per cost for the Members. NCPA is currently evaluating this. The next CVP Board meeting is June 20, 2023.

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 Amendment 1 to Contract 09-SNR-01256, and to authorize the General Manager of NCPA to execute Amendment 1 of Contract 09-SNR-01256, on behalf of NCPA, including any non-substantive modifications to Amendment 1 of Contract 09-SNR-01256 approved by NCPA's General Counsel. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 as a Discussion/Action item.

18. City of Lodi Scheduling Coordinator Agreement – Staff provided background information and was seeking a recommendation for Commission approval of a Scheduling Coordinator Agreement between NCPA and the City of Lodi, for the purpose of scheduling the Lodi Strategic Reserve Project (Resource ID LODI25_6_ERKNG1).

The CDWR is administering the Electricity Supply Strategic Reliability Reserve Program (Strategic Reserve) to develop a new emergency generating capacity to support system reliability. CDWR is working with its contractor, Enchanted Rock Electric, LLC, to construct and interconnect a new Strategic Reserve resource in the City of Lodi. The City of Lodi will provide the site for the resource, and will interconnect the resource to its system (and therefore the CAISO BAA).

Pursuant to the Site Use and Services Agreement, Lodi has agreed to serve, or cause a third party to serve, as the Scheduling Coordinator for the new resource (Facility). The City of Lodi has requested that NCPA supply Scheduling Coordinator (SC) services for the Facility. In response to this request, NCPA has developed a Special Conditions Agreement for Scheduling Coordinator Services for the Facility. The Facility is a 48.97 MW natural gas power plant interconnected to the City of Lodi. The owner of the Facility is CDWR, with Enchanted Rock Electric, LLC, as the operator, and NCPA the Schedule Coordinator of the site. The estimated COD is August 30 2023. This power plant will only be dispatched during CAISO emergency conditions (EEA), or a local transmission emergency. Key terms and conditions of the agreement include a \$200,000 annual fee for services, Lodi to indemnify NCPA for the services provided, all CAISO settlements will be invoiced to Lodi, or Lodi's designee, and CAISO and NCPA security requirements are applicable.

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 Special Conditions Agreement for Scheduling Coordinator Services between NCPA and the City of Lodi ("Special Conditions Agreement"), and to authorize the General Manager of NCPA to execute the Special Conditions Agreement, on behalf of NCPA, including any modifications to the Special Conditions Agreement as approved by NCPA's General Counsel. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 as a Discussion/Action item.

19. Approval of Special Conditions Agreement for Grant Administration between NCPA and Plumas Sierra Rural Electric Cooperative – Staff presented background information and was seeking a recommendation for Commission approval of a Special Conditions Agreement for Grant Administration between NCPA and Plumas Sierra Rural Electric Cooperative.

Plumas-Sierra seeks a transmission interconnection Project between Fort Sage and Nevada Energy, which would provide system reliability and access to additional markets for Plumas-Sierra. Plumas-Sierra is also seeking partial funding for the Project through a United States Department of Defense, Defense Community Infatuation Pilot Program Grant ("Grant"). Only state and local agencies, including multijurisdictional entities like NCPA, can apply for the Grant.

NCPA will act as the applicant and pass-through entity for the Grant on behalf of Plumas Sierra. Plumas-Sierra would act as the Grant's sub-recipient and perform all of the work associated with the development and construction of the Project. As the applicant, NCPA's responsibilities would include oversight of the grant application, management and distribution of funds, designation of Plumas-Sierra as the Grant sub-recipient and, verification of compliance with requirements. Plumas Sierra will be required to assume all other responsibilities of the Grant. Plumas Sierra will indemnify NCPA for costs and risks associated with the Grant. Plumas-Sierra will reimburse NCPA for its costs incurred under the Special Conditions Agreement. Therefore, there is no direct fiscal impact to NCPA.

NCPA will submit the Grant application on behalf of Plumas-Sierra on June 23, 2023. The Office of Local Defense Community Cooperation (OLDCC) will notify NCPA/Plumas-Sierra of whether the Grant is awarded or not. OLDCC anticipated that it would notify applicants by August. If awarded, the grant agreement will be sent for execution. NCPA and Plumas-Sierra have the opportunity to accept or reject the Grant at this juncture. If the Grant is awarded, the deadline for executing the grant agreement to accept the award and commit to the Project is September 30, 2023.

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 Special Conditions Agreement for Grant Administration between NCPA and Plumas Sierra REC

("Special Conditions Agreement"), and to authorize the General Manager of NCPA to (i) execute the Special Conditions Agreement and (ii) upon execution of the Special Conditions Agreement, execute the Grant Agreement if accepted, including any modifications to Special Conditions Agreement approved by NCPA's General Counsel. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled on June 29, 2023 as a Discussion/Action item.

INFORMATIONAL ITEMS

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

Staff discussed recent RFP Renewables offers and activities for biomass, wind, and solar projects. Palo Alto is interested in a new RFP that would be between NCPA, a supplier, and a broker. Staff asked what might be a reasonable brokerage fee. More information will be brought back at a later date.

Staff also reviewed the Zero Waste Energy Development (ZWED). This would be a 1.6 MW LF gas project for Santa Clara and Palo Alto. Products include energy, RPS, and RA. This is for a SB 1383 compliance goal. The City of Lodi Strategic Reserve Project was reviewed as well.

21. NCPA Geothermal Facility – Geothermal Plant 1, Unit 1 Steam Strainer Damage Project – Staff provided results from vendor inspections of Geothermal Plant 1, Unit 1, and was seeking direction from the Facilities Committee regarding repair options.

Plant 1 Unit 1 Steam Strainer Damage Project– Background

- May 18th – Special Facilities Meeting Conducted
- May 25th - Commission Approves Unit 1 Steam Strainer Damager Project
- May 25th – RTS and NCPA Execute New Contract
- May 26th – Purchase Order issued to RTS
- May 28th– RTS mobilizes to the Geysers.
- May 29th – Plant 1 outage commences. Unit disassembly begins.
- May 31st– Plant 1 Crane broke. Casing cracked. Certification completed on May 23rd. This stops forward progress. Options considered but not feasible.
- June 4th– RTS demobilizes. Completed all work able without crane.

Unit 1 Mitigation

- Brief outage on U2 to correct cooling problem
- U2 should be able to pick up nearly all of U1 load
- Re-Run Pmax test and establish U2 at 55MW.
(U1 and U2 combined are 57MW)

Unit 1 Status

- Regarding deferred future outages. We are not recommending increasing scope of work to defer the outage at this time. This is due to the schedule of the generator maintenance.
- Current status, expected return to service July 31st 2023.

Next Steps

- Repair Plant 1 Bridge Crane
- Remobilize RTS for the Disassemble, Clean, Inspect, Repair, Close Scope
- Determine the extent of the steam strainer basket damage and determine path forward
- Complete U4 Cooling tower fan blade repairs and Sweets Gas header
- Return Unit 4 to Service ASAP
- All Units Ready for the Summer Run!

22. NCPA Inter-Agency Resource Plan (IARP) Update – Staff provided an update regarding the development of the NCPA IARP.

Member load projections through 2045, were reviewed and discussed during the meeting. The NQC of NCPA and Pool Members current generation resources was reviewed as well. Staff discussed RPS compliance and resource recommendations.

▪ **Project Deliverables Schedule (Partial)**

- 6/6 - Planning Scenario and Recommendations
- 6/8 - Conclusion
- 6/8 - Executive Summary
- 6/7 – Facilities Committee Informational Presentation
- 6/8 – 6/29 Member Review
- July – Committee Informational Presentations (Facilities, Pooling, PPC, Utility Directors)
- 7/27 – Commission Acceptance/Adoption of IARP

23. Natural Gas Transportation Rates – Staff shared a presentation regarding updates to Natural Gas Transportation Rates, and potential impacts on NCPA Facilities.

In July 2016, PG&E implemented a local gas transmission rate increase of 212% while competitors on the back-bone increased by 6%. This created a major differential in natural gas costs. LEC's capacity factor dropped by 76%. Redding, Roseville, Santa Clara, MID, and NCPA formed an ad-hoc group called the Northern California Gas Coalition (NCGC). NCGC began negotiating a revised rate structure with PG&E. These negotiated rates resulted in a reduced variable rate and added fixed rate, allowing NCGC Members to bid competitively against generators on the back-bone. The capacity factor for LEC resumed to normal by the end of 2017.

In 2019, NCGC participated in the (Gas, Transmission, and Storage) GT&S and Existing Negotiated Rate Agreements and successfully negotiated new proposals from PG&E. These negotiated rates were set to expire by the end of 2022, at which point it was assumed they would smoothly transition into the new 2023 GT&S rates. In February 2022, due to PG&E's delay in establishing the new 2023 GT&S rates, NCGC engaged PG&E in discussions to further extend negotiated rates. In mid-2022, NCGC successfully negotiated an extension option, and each NCGC Member approved those agreements with their boards. NCGC Members are currently still on extended negotiated rates.

NCGC is close to successful completion of a settlement agreement with PG&E and all non-core customers over cost allocation and rate design, via the confidential settlement process Rule 12. NCGC negotiated this agreement to leave open the option for NCGC Members to retain the all-volumetric rate for any of their plants. All customers and PG&E must agree with the settlement agreement as drafted, and submit a motion to the CPUC to approve the settlement by June 8, 2023. Comments on the filed motion to approve will be due by July 7, 2023. If no additional hearings are required, the CPUC will file a proposed decision approving the settlement. After the CPUC approval and filing of the settlement agreement, PG&E will reach out to each of the generators separately to enter into the negotiated rate agreement, as by rate design. The NCPA Commission and others will vote on rate options in early 2024.

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

CTs – CT1 had 1 start of 8 forecasted. FYTD total is 121 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 21 starts.

▪ **Outages**

- **CT1 Lodi-** Available, 13.8Kv cables to SST replaced and returned to service on 5/16/23 @ 1738.

- **CT1 Alameda-** Available, scheduled a one hour outage on 5/31/23 @ 1000 thru 1100am to test our main gas pipeline shutoff valve to comply with DOT PHMSA. Test was successful. NERC PRC-006 testing, outage started on 6/5/23 @ 0700 thru 6/7/23 @ 1900.
- **CT2 STIG-** Available.
- **CT1 Lodi Run Hours**
 - YTD hours 16.6 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
 - U1= 5.27 hrs. of 20 (based on rolling year)
 - U2= 5.66 hrs. of 20 (based on rolling year)
- **Safety and Environmental**
 - No Safety issues to report.
 - No Environmental issues to report.
 - Waiting on PHMSA DOT report.
- **Staff reviewed the CAISO Commitment Runs for April 2023.**

Contra Costa Electric conducted the removal of old 13.8Kv wires, pulled, terminated and tested new wires. CT1 Lodi was returned to service a day early. The new cables total 584 feet.

Geo – There were no safety incidences for the month of May. However, a contractor was taken away by an ambulance due to sickness. Safety Training is 63% complete. Work continues on firebreaks, and Geo received a new helicopter dip tank to be used for wildfires. The average Net Generation for the month of May was 33.3 GWh with the average net generation level at 44.7 MW. FY 2023 actual net Generation = 611.1 GWh, which is 9% under forecast due to Unit 1 turbine rotor repairs, and Unit 4 cooling tower repairs. The Unit 1 return to service date is to be determined. Reliable Turbine Services has been demobilized until the Plant 1 crane is repaired. Project moving forward include the Plant 1 cooling tower, the emergency shower and eyewash stations, and the Enterprise Monitoring System (ClearSCADA).

Hydro – The Hydro project continues with heavy generation schedules. Collierville (CV) Power House was at 96% availability and New Spicer Meadows (NMS) Power House was at 100% availability during the month of May. April precipitation was 1 inch based on the 5 – Station Index. Precipitation is at 62.3 total inches, and is at 161% of average for this date. The SWC dropped from 191 to 79 and is at 322% of average for this date. Alpine, Union, Utica, North Fork, and McKays Point are all currently spilling.

- **New Spicer Meadows Reservoir Storage**
 - 82,238 acre feet increase (110%) month-over-month
 - 74,672 acre feet to ~157,000 acre feet
 - High snow water content and forecasted spill
 - Optimizing stored water
 - Anticipate elevated drafts based on required flushing flows, likelihood of Spicer spill, tailwater management, and market conditions
 - Monitoring snowpack, water rights, runoff, and market

Current Events

- **Projects**
 - Continued FEMA/OES damage coordination
 - Monthly CCWD coordination meetings
 - Commencing preparatory work on all approved FY 2024 projects
 - CV Clarks Creek Drainage Project
 - Detailed design out for proposals
 - Coming back in July meeting for design/permitting authorization
 - 230 KV T-line vegetation management commencing

- 230 KV IR/Corona/Inspection via helicopter
- Snow damage to Spicer fencing and sidelights
 - Developing bid documents
- Snow plowing of Spicer Road planned

25. Planning and Operations Update –

- Resource Integration

- Pool of solar and wind resources: COD Jul. 2023
- Standalone solar: COD Sep. 2023
- Solar + BESS: COD Q3 2023
 - Solar currently delivering test energy
- Two slices of Solar + BESS: COD Oct. 2023
 - Delays due modules being held at customs and meter configuration issue
- Solar + BESS COD: Jan. 2024
- Solar + BESS: COD May 2024
- Standalone BESS: COD Jun. 2024
- RA + Energy option COD: Jun. 2024
- Pool of solar and wind resources: COD Jul. 2023
- Standalone solar: COD Sep. 2023
- Solar + BESS: COD Q3 2023
- Solar currently delivering test energy
- Two slices of Solar + BESS: COD Oct. 2023
- Delays due modules being held at customs and meter configuration issue
- Solar + BESS COD: Jan. 2024
- Solar + BESS: COD May 2024
- Standalone BESS: COD Jun. 2024
- RA + Energy option COD: Jun. 2024

26. Next Meeting – The next regular Facilities Committee meeting is scheduled for July 5, 2023.

ADJOURNMENT

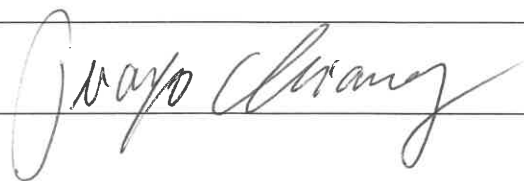

The meeting was adjourned at 12:15 pm by the Committee Chair.

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 7, 2023 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 27, 2023

SUBJECT: Siemens Industry, Inc. – Five Year Multi-Task General Services Agreement for Electrical Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities and NCPA 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:	Hydroelectric	

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 23-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Industry, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA and NCPA Members.

BACKGROUND:

Electrical maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA and NCPA 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 ABB, Inc. and NorCal Power Services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 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 5, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 10, 2023 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 23-XX
- Multi-Task General Services Agreement with Siemens Industry, Inc.

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY, INC.

(reference Staff Report XXX:23)

WHEREAS, electrical maintenance 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) and NCPA Members; and

WHEREAS, Siemens Industry, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Siemens Industry, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA and NCPA 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 \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA and NCPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023 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:

TRISHA ZIMMER
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SIEMENS INDUSTRY, 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 Siemens Industry, Inc., a corporation with its office located at 7000 Siemens Road, Wendell, NC 27591 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("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 will include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

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

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

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 Milestone Payments. Agency shall make milestone payments, based on invoices received, for Work performed in accordance with the specifications, 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 by its performance 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. However, in the event Contractor requests an extension of such period, the Parties shall agree to such extension which shall not be unreasonably withheld.

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.
- 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. 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. . 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 three (3) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within three(3) 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. Not applicable.

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to third party claims for damages to property or bodily injury. 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 third party claims for bodily injury or property damages arising from any negligent acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or negligence of Agency. No part of Agency's Site or other property of Agency (or Site Owner, if applicable) is considered third party property. 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, unless to an affiliate of the Contractor. 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.

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 such termination without cause, Contractor shall be entitled to compensation in accordance with the termination/cancellation schedule attached to the Purchase Order.

- 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;

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 (collectively "Documents") shall be the property of the Agency but for Contractor's proprietary Documents. In regards to Contractor's proprietary Documents or Information Contractor provides to the Agency and grants to the Agency a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Contractor's documents for the sole purpose of operation and maintenance of the equipment upon which the Products and Services have been performed.

Any Documents created specifically for Agency Work that include Agency's specific equipment or configuration, layout, or operation shall be the property of Agency and evaluated for C&I, cyber or physical security or other protection. Any included Contractor proprietary Documents shall be clearly marked wherein no such Agency specific information is marked as proprietary and such information shall be protected and used for the limited purpose as noted above. ,

- 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. Contractor shall have obligation to perform Work, should the Contractor in its reasonable discretion determine that the Project site is no longer safe for Contractor's personnel to perform the Work, until rectified by the Parties.
- 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 Warranties.** Contractor warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in

material and workmanship; (iii) each Product materially conforms to Contractor specifications; and (iv) at the time of delivery, Contractor has title to each Product free and clear of liens and encumbrances (the "Warranties"). The Warranties do not apply to software furnished by Contractor. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

- 11.2 Remedies.** If the Services or Product fail to meet the warranty standards set forth in Paragraph 11.1) within the applicable Warranty period defined in Paragraph 11.4, and Agency promptly reports such non-conformance to Contractor during the above mentioned Warranty period, Contractor shall at its own expense: (i) for Services, re-perform the relevant Services or, in Contractor's sole discretion, refund Agency the pro rata portion of the fees paid to Contractor under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Contractor's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to six months.
- 11.3** Should the Contractor's Warranty obligation require disassembly of third party equipment, which was not previously included in the Services, Agency will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Contractor to perform its warranty obligations; (iii) damage to equipment components or parts resulting in whole or in part from non-compliance by the Agency with Article 11.5. All exchanged Products replaced under this Warranty will become the property of Contractor.
- 11.4 Warranty Period.** Agency must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.
- 11.5 Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Contractor or its authorized representatives other than operations and maintenance performed by Agency employees in accordance with Contractor recommendations; (ii) Agency handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into a Purchase Order, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services;

(iv) Agency discontinuing use of the Product and Equipment after it has knowledge of any defect in the Product or Equipment; (v) Agency providing Contractor with reasonable access to operating and maintenance data as requested by Contractor,. Without expense to Contractor, Agency shall provide to Contractor and Contractor' subcontractors and their respective employees and agents reasonable access to the Site, and each unit,; (vi) Agency providing prompt written notice of any warranty claims within the Warranty Period; (vii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Agency not being in default of any payment obligation.

11.6 Exclusions from Warranty Coverage. The Warranties do not apply to (i) any product not supplied by Contractor; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Contractor pursuant to this Agreement. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Contractor does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Agency and/or end user against unauthorized access.

11.7 THE WARRANTIES IN THIS ARTICLE 11 ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AS TO CONTRACTOR PRODUCTS AND SERVICES.

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 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.
- 12.7** If Contractor is providing Work to an Agency Member 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 LIMITATION OF LIABILITY.** BUT FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES¹ NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR IS NOT LIABLE FOR LOSS OF USE, PROFIT, DATA, POWER OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

BUT FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES, CONTRACTOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED (1.5X) ONE POINT FIVE TIMES THE ACTUAL VALUE OF THE RESPECTIVE PURCHASE ORDER.
- 13.3 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.

¹ For avoidance of doubt the exceptions for personal injury or property damage to third parties in this Section 13.2 includes Agency employees.

- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.*

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

Anish Bokhar
Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

With a copy to:

Michael Honea
Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

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

- 13.10 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.
- 13.11 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.
- 13.12 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:
- 13.12.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.12.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.12.3** If the issue remains unresolved after thirty (30) 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.
 - 13.12.4** 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.

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

13.12.6 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.*

13.13 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.

13.14 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.

13.15 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.

13.16 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.

Section 14. PATENT AND COPYRIGHT INFRINGEMENT. Contractor will, at its own option and expense, defend or settle any suit or proceeding brought against Agency based on an allegation that any processes performed by Contractor in connection with the Contractor Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Agency's Site is located. Agency will promptly give Contractor written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Contractor shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Contractor in any suit or proceeding so defended. Agency shall not make any admission(s) which might be prejudicial to Contractor and shall not enter into a settlement without Contractor's consent. If and to the extent any process performed by Contractor in connection with the Contractor's Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Agency is enjoined, Contractor will, at its option and expense, either: (i) procure for Agency the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Contractor will have no duty or obligation under this Article 14 if the process is: (i) performed according to Agency's design or instructions and compliance therewith has caused Contractor to deviate from its normal course of performance; (ii) modified by Agency or its contractors after performance; or (iii) combined by Agency or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Agency.

THIS ARTICLE 14 IS AN EXCLUSIVE STATEMENT OF CONTRACTOR'S DUTIES AND AGENCY'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

Section 15. INTELLECTUAL PROPERTY. Contractor shall retain all intellectual property rights in the Contractor's Products and Services, works, Contractor's documents, processes, Contractor's confidential information, and any design information and/or documents made by (or on behalf of) Contractor. Upon receipt of all fees, expenses and taxes due in respect of the relevant Contractor Products and Services, Contractor grants to the Agency a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Contractor's intellectual property and documents for the sole purpose of operation and maintenance of the site or facility upon which the Contractor's Products and Services have been performed.

Section 16. FORCE MAJEURE. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control, including without limitation acts of God, unusually severe weather conditions, regional strikes, fire, war or civil disturbance, cyber-attacks, terrorist attacks, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. Contractor will notify Agency within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 90 days in the aggregate, either Party may terminate the Agreement without liability. Failure to pay shall not constitute a force majeure delay if such failure exceeds five (5) business days

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

SIEMENS INDUSTRY, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ANISH BORKAR,
President / Director Business Development

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Siemens Industry, Inc. ("Contractor") shall provide the following routine, recurring, and usual maintenance services or parts as listed below, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, or for its Members at Member locations.

Additional limitations:

- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.
- Contractor will not provide any services involving Hazardous Materials. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

The services may include:

- Power System Studies, including Arc Flash Hazard Analysis
- Technical Field assistance
- Start-up, Installation, and Commissioning
- Change-out / capital projects
- Extended Warranties
- Service Agreements
- Preventative maintenance
- 24/7 Hotline
- On-site condition assessment
- Modernization and retrofit
- Repair and Refurbishment
- Upgrades, Uprates, and Extensions
- Monitoring and Diagnostics
- Thermography
- Asset Management
- Spare parts
- Customer Training

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:

Classification / Rate Schedule

Engineering Service Level	Straight Time Hourly Rate	1.5 Hourly Rate	2.0 Hourly Rate	Minimum Billing Rate
Field Service Engineer II ¹	\$ 240	\$ 360	\$ 480	\$ 960
Field Service Engineer III ²	\$ 280	\$ 420	\$ 560	\$ 1,120
On Demand Call-out	\$ 300	\$ 450	\$ 600	\$ 1,200
Project Manager	\$ 270	\$ 405	\$ 540	\$ 1,080
International	\$ 350	\$ 525	\$ 700	N/A
Per Diem (Local) ³	\$150/day			
Per Diem (Overnight) ⁴	\$325/day			
Per Diem (International)	Actuals +20% Markup			

¹This classification will be utilized for general Time and Expense Work

²This classification will be utilized for sites requiring extensive specialized requirements with limited Siemens personnel availability, such as mining, nuclear, off-shore or federal sites.

³Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses).

⁴Includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses).

Continued on next page

Straight Time is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

Premium Time is defined as time worked in excess of or at times other than the regular straight time schedule.

- Monday thru Friday (except holidays)
After 8 hours - 1.5 times the straight time rate.
- Saturdays (except holidays)
First 12 hours - 1.5 times the straight time rate. After 12 hours until relieved - 2 times the straight time rate.
- Sundays and Holidays
2 times the straight time rate.
Holidays are defined as those days observed by Siemens Industry, Inc.

Per Diem Rates

The Per Diem rates include Field Service Representative meals, local ground transportation (vehicle mileage, tolls, parking, etc.), incidental expenses and hotel expenses (if applicable). Does not include any expenses for air travel.

Itemized Travel, Living and Incidental Expenses

Where required in lieu of Per Diem and not included in any of the hourly rates, shall be invoiced at cost plus 20% Markup. This will include any airfare required in addition to Per Diem.

Travel Time is defined as all time spent by the person traveling to the jobsite, and in returning, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be invoiced at the applicable rate.

Hourly and Daily Rates do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc. before commencing work. See Itemized Travel, Living and Incidental Expenses below.

Minimum Billing

Minimum billing for any day that service is performed will be four (4) hours at the applicable rate. The minimum can include off-site activities such travel time, mobilization, demobilization and report generation.

Other Charges

The following charges will be applied in addition to the service rates:

A. Special Tools and Test Equipment

When a particular job requires the furnishing of specialized tools, equipment, or instruments not included in standard Field Service Representative "Truck Stock", a charge will be made equal to either the cost of acquisition plus 20% markup or we will use the Siemens Price List TER23R0 for Test Equipment Rental Charges.

B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

C. Third Party Labor and Consumable Materials

On selected jobs where it is practical to utilize third party labor (solely at Siemens discretion) to perform a portion of the work, their services, along with any third-party materials will be invoiced at cost plus 25% markup.

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

Contractor shall provide Agency with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, the total compensation shall not exceed the amount set forth in Section 2, Compensation, of 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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Famand, Inc. dba Indoor Environmental Services (IES) – First Amendment to Five Year Multi-Task General Services Agreement for heating, ventilation and air-conditioning (“HVAC”) 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 23-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services (IES) for heating, ventilation and air-conditioning ("HVAC") maintenance services, modifying Exhibits A and B, with no change to the contract term or not to exceed amount, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Heating, ventilation and air-conditioning ("HVAC") maintenance, servicing of heat exchangers, compressors and replacing filter and belts 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 Famand, Inc. dba Indoor Environmental Services effective December 30, 2021, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

NCPA has utilized Famand, Inc. dba Indoor Environmental Services regularly for miscellaneous HVAC maintenance services at the Geothermal Facility. NCPA recently discovered this vendor can perform servicing and replacement of air compressors and dryers, and provide preventive maintenance programs. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add servicing and replacement of air compressors and dryers and providing preventive maintenance programs to the Scope of Work and Exhibit B to reflect changes in pricing. NCPA has agreements in place with Mesa Energy Systems Inc dba EMCOR Services, Johnson Controls, Inc. and ACCO Engineered Systems for similar services.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will remain unchanged at not-to-exceed \$1,000,000. 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 5, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On July 10, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 23-XX
- Multi-Task General Services Agreement with Famand, Inc. dab Indoor Environmental Services.
- First Amendment to Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH FAMAND, INC. DBA INDOOR ENVIRONMENTAL SERVICES

(reference Staff Report #XXX:23)

WHEREAS, Northern California Power Agency (NCPA) and Famand, Inc. dba Indoor Environmental Services entered into a Multi-Task General Services Agreement effective December 30, 2021, for Famand, Inc. dba Indoor Environmental Services to provide heating, ventilation and air-conditioning ("HVAC") maintenance services, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA recently discovered this vendor can also perform servicing and replacement of air compressors and dryers, and provide preventive maintenance programs; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add servicing and replacement of air compressors and dryers, and providing preventive maintenance programs (monthly, quarterly, semi-annual, annually) to the Scope of Work and Exhibit B to reflect changes in pricing; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services for heating, ventilation and air-conditioning ("HVAC") maintenance services, modifying Exhibits A and B, with no change to the contract term or not to exceed amount, with any non-substantial changes as approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023 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:

TRISHA ZIMMER
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FAMAND INC., DBA INDOOR ENVIRONMENTAL SERVICES (IES)**

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 Famand, Inc., dba Indoor Environmental Services (IES), a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 ("Contractor") (together sometimes referred to as the "Parties") as of December 30, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Required

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

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

4.5 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

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

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

Kyle Perry
Regional Account Manager
Famand, Inc., dba Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815

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 FOLLOWING PAGE


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

NORTHERN CALIFORNIA POWER AGENCY

FAMAND INC., DBA INDOOR
ENVIRONMENTAL SERVICES (IES)

Date 12/30/21

Date 11/23/2021

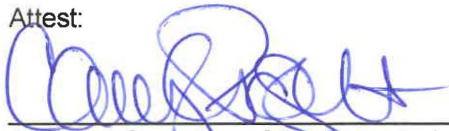


RANDY S. HOWARD, General Manager



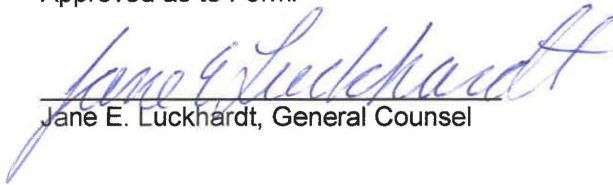
JOHN ANDERSON, CFO

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Famand, Inc., dba Indoor Environmental Services (IES), ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, including, but not limited to the following, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members:

1. Servicing of heat exchangers, which includes but is not limited to maintaining proper fluid levels, adjusting of fluid flows, and adjusting and replacing of heating strips as needed;
2. Compressor servicing and replacement;
3. Removal of ice on units as needed;
4. Replacing filter and belts; and
5. Servicing Bear Canyon station swamp coolers.

All services identified above shall be promptly provided by Contractor to Agency as directed by Agency and in accordance with all Agency specifications.

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

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:

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday / Sunday	\$390.00 per hour
Truck Charge	\$75.00 per service call

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

JOHN ANDERSON

(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

FAMAND, INC. DBA INDOOR ENVIRONMENTAL SERVICES

(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 17 day of DECEMBER, 2021.

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, John Anderson
(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,

FAMAND, INC. dba INDOOR ENVIRONMENTAL SERVICES
(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 17 day of October, 2021.

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: 12/17/2021

Name of Employer

Famand Inc, DBA Indoor Environmental Services

(Authorized Officer & Title)

John Anderson, Vice President of Finance

1512 Silica Ave Sacramento, CA 95815
(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND FAMAND INC. DBA INDOOR
ENVIRONMENTAL SERVICES (IES)**

This First Amendment (“Amendment”) to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Famand Inc. dba Indoor Environmental Services (IES) (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 30, 2021, (the “Agreement”) for Famand Inc. dba Indoor Environmental Services (IES) to provide routine heating, ventilation and air-conditioning (“HVAC”) maintenance services at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members facilities; 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 Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add maintenance of air compressors, dryers and related equipment, and preventative maintenance programs; 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. 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.

2. **EXHIBIT A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
3. **EXHIBIT B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This 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

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

Date:_____

FAMAND INC. DBA INDOOR
ENVIRONMENTAL SERVICES (IES)

JOHN ANDERSON, CFO

EXHIBIT A

SCOPE OF WORK

Famand, Inc. dba Indoor Environmental Services (IES) ("Contractor") shall provide routine, recurring, and usual maintenance services for heating, ventilation and air-conditioning ("HVAC"), air compressors, dryers, and related equipment, and preventative maintenance programs, for the preservation, protection and keeping of facilities in a safe and continually usable condition, as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by the Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

Services identified above shall be promptly provided by Contractor as requested by Agency and in accordance with all Agency specifications.

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, fixed rate fees, and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. The hourly rates and or compensation break down and estimated amount of expenses is as follows:

Time and Material Rates:

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday/Sunday	\$390.00 per hour
Truck Charge	\$100.00 per service call

Pricing for preventative maintenance programs (monthly, quarterly, semi-annually, or annually) may be quoted on a fixed price basis at the time services are requested.

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

Contractor shall provide Agency with 30 days' advance written notice of all rate changes.

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.



Gifford's Backhoe Services, Inc. Multi-Task General Services Agreement

Facilities Committee
July 5, 2023

Background

- This is a current NCPA vendor.
- The current agreement with Gifford's Backhoe Services, Inc. is expiring.
- It is recommended to place this item on the consent calendar.
- Enabling agreement. No commitment of funds.
- For use at the Geothermal Facility.
- Agreements with other vendors for similar services:
 - Epidendio Construction, Inc.
 - Northern Industrial Construction
 - Action Sanitary

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$2,000,000
- Scope of Work
 - Provide miscellaneous maintenance labor services and equipment rental.
 - Provide Trucking, Equipment and Operator Services, including Vacuum truck services, fresh/fire water trucking, dozers, backhoe labor, compactors and excavators
 - Equipment rental related to drilling operation services.

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 with Gifford's Backhoe Services, Inc. to provide miscellaneous maintenance labor and equipment rental services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at NCPA's Geothermal facility.



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Authorize Northern California Power Agency's General Manager to Execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, for Siemens Energy, Inc. Services to the City of Roseville and Issue Corresponding Purchase Orders Under the Support Services Program

AGENDA CATEGORY: Consent

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

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

Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 23-70 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Roseville.

BACKGROUND:

The City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Roseville, and the City of Redding. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants.

In June 2023, Roseville requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Roseville's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,194,020.12.

If approved, Confirmation Number 0307 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,194,020.12. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,196,537.12.

At an upcoming meeting of the Roseville City Council, it will consider for approval Confirmation Number 0307 under the Support Services Program Agreement for these T3000 services provided to Roseville by Siemens, at a total cost not-to-exceed 1,196,537.12.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by Siemens Energy, Inc. to Roseville will be billed to and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville. NCPA and Roseville assume the costs of services will be spread over the five-year term of this Confirmation as set forth therein. Based thereon, NCPA will not request a security deposit. However, NCPA reserves the right to do so should Roseville request a change resulting in an annual amount which exceeds \$250,000.

SELECTION PROCESS:

Siemens is the original equipment manufacturer (OEM) for the control systems. Siemens provides all of the upgrades and patch management for the control systems. This support is only available from the OEM. Alternative options to NCPA executing the Agreement with Siemens were to do nothing or buy a new control system from a different manufacturer, both of which were not feasible.

Roseville will utilize Siemens' services through NCPA's Support Services Program. Roseville has confirmed through submission of its Task Request that it is responsible for satisfying Roseville's Purchasing Policies.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

This item will be reviewed by the Facilities Committee on July 5, 2023.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-70
- Proposed Confirmation Number 0307

RESOLUTION 23-70

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0307, WITH A NOT-TO-EXCEED AMOUNT OF \$1,196,537.12, FOR SIEMENS ENERGY, INC. T3000 SERVICES TO CITY OF ROSEVILLE AND ISSUE PURCHASE ORDERS UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #191:23)

WHEREAS, the City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Roseville, and the City of Redding. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants; and

WHEREAS, in June 2023, Roseville requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Roseville's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,194,020.12; and

WHEREAS, Confirmation Number 0307 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,194,020.12. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,196,537.12; and

WHEREAS, at an upcoming meeting of the Roseville City Council, it will consider for approval Confirmation Number 0307 under the Support Services Program Agreement for these T3000 services provided to Roseville by Siemens, at a total cost not-to-exceed 1,196,537.12; and

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

NOW, THEREFORE BE IT RESOLVED, under the terms of the NCPA Support Services Program Agreement and subject to approval by the Roseville City Council, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0307, with a not-to-exceed amount of \$1,196,537.12, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Roseville.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023, 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:

ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

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

2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the amount of not-to-exceed \$1,194,020.12 for the Siemens Energy, Inc. services described in paragraph 3. This is not a guarantee that the full amount will be paid to Siemens Energy, Inc., but is merely a limit of potential expenditures for services under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member through its Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. dated April 27, 2023.

Siemens Energy, Inc. shall provide a five-year T3000 maintenance and support services program as requested by CITY OF ROSEVILLE staff, including base services, I&C monitors and advisors services via customer portal, parts exchange, remote expert center hours, on-site field service and technical support, cyber security services, onsite T3000 training sessions, and an Omnivise T3000 version upgrade, as more fully detailed in Scope of Work of the Agreement. A copy of the services for Roseville and Siemens pricing is also attached hereto as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not-to-exceed \$2,335.00 (calculated at \$685.00 to develop the Confirmation and first month of administration plus \$165.00 per month for up to ten additional months administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$1,196,537.12.

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

Date: _____

Date: _____

SIGNATURES ON NEXT PAGE

Participating Member:

CITY OF ROSEVILLE

By its Designated Representatives:

Daniel Beans, Electric Utility Director

And

Michelle Sheidenberger, City Attorney

NORTHERN CALIFORNIA POWER AGENCY

Randy S. Howard, General Manager

Attest:

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

EXHIBIT "A" TO CONFIRMATION NO. 0307

SCOPE OF WORK AND PRICING FOR CITY OF ROSEVILLE

Roseville Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Annual Lifecycle Report
- Usage and Summary Reporting
- Assigned Service Manager

- **I&C Monitors and Advisors Services via Customer Portal**
- I&C Condition (Monitor Conditions) (Replaces remote systems check)

- **Parts Exchange**
- 25% discount on parts purchased

- **Remote Expert Center (REC) hours**
- 40 Hours (20% discount off list price for additional hours)

- **On-Site Field Service/Technical Support**
- 40 Hours (20% discount off list price for additional hours)
- 1 Trips to Site

- **Cyber Security Services**
- Malware and Patch Management, annual subscription (US Security Bundle)
- Whitelisting Annual Subscription
- One Cyber Vulnerability & Regulatory Assessment (Quantity per CSA term)

- **Onsite T3000 Training Sessions**
- Annual NCPA 3 days onsite T3000 training up people max per training (Optional scope)
- Annual 3-day onsite operator training for T3000 up to 10 people (Optional scope)
- 10% discount off catalog pricing for additional classes

*Onsite Training does not include travel and living expenses. Travel time invoiced at PL1810 with 20% discount and travel and living expenses billed at cost plus 15%

Version Upgrade – The detailed scope of work for the version upgrade is detailed in the Siemens Energy proposal submitted to NCPA – Roseville entitled Firm - Omnivise T3000 Version Upgrade, dated March 9, 2023.

It includes:

- a. Upgrades includes Terminal server,
- b. Upgrades includes Printer to replace M750
- c. Upgrade includes 5 Thin Clients
- d. Upgrade for scalances (qty 13)
- e. Upgrades includes 4 redundant 410 AP's
- f. Upgrades includes 1 CS3000
- g. Upgrades to include all required engineering, HW/SW, onsite labor, commissioning, travel for install and support.

Roseville Pricing:

Rosville	Pricing	Annual Invoice Amount start of CSA year
5 Year CSA	\$ 551,710.00	\$ 110,342.00
Whitelisting	\$ 57,080.00	\$ 11,416.00
Version upgrade in Fall 2024	\$ 466,374	\$ 93,274.80
Optional Annual NCPA Training (3 days onsite)	\$ 23,771.00	\$ 4,754.20
Optional Annual Operator Training for T3000 (3 days onsite)	\$ 95,085.00	\$ 19,017.00
Total Price	\$ 1,194,020.12	\$ 238,804.02



Commission Staff Report

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Authorize Northern California Power Agency's General Manager to Execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, for Siemens Energy, Inc. Services to the City of Redding and Issue Corresponding Purchase Orders Under the Support Services Program

AGENDA CATEGORY: Consent

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

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

Subject to approval by the Redding City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 23-71 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Redding.

BACKGROUND:

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

NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Redding, and the City of Roseville. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants.

In June 2023, Redding requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Redding's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,164,958.55, which includes the proposal amount of \$1,059,053.23, plus at 10% contingency of \$105,905.32.

If approved, Confirmation Number 0308 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,164,958.55. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,167,293.55.

At its meeting on June 20, 2023, the Redding City Council approved Confirmation Number 0308 under the Support Services Program Agreement for these T3000 services provided to Redding by Siemens, at a total cost not-to-exceed 1,167,293.55.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by Siemens Energy, Inc. to Redding will be billed to and paid by Redding pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding. NCPA and Redding assume the costs of services will be spread over the five-year term of this Confirmation as set forth therein. Based thereon, NCPA will not request a security deposit. However, NCPA reserves the right to do so should Redding request additional services resulting in an annual amount which exceeds \$250,000.

SELECTION PROCESS:

Siemens is the original equipment manufacturer (OEM) for the control systems. Siemens provides all of the upgrades and patch management for the control systems. This support is only available from the OEM. Alternative options to NCPA executing the Agreement with Siemens were to do nothing or buy a new control system from a different manufacturer, both of which were not feasible.

Redding will utilize Siemens' services through NCPA's Support Services Program. Redding has confirmed through submission of its Task Request that it is responsible for satisfying Redding's Purchasing Policies.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

This item will be reviewed by the Facilities Committee on July 5, 2023.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-71
- Proposed Confirmation Number 0308

RESOLUTION 23-71

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0308, WITH A NOT-TO-EXCEED AMOUNT OF \$1,167,293.55, FOR SIEMENS ENERGY, INC. T3000 SERVICES TO CITY OF REDDING AND ISSUE PURCHASE ORDERS UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #192:23)

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

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. (Siemens) effective April 27, 2023, for T3000 control systems maintenance and support services. The Agreement includes services for NCPA, the City of Redding, and the City of Roseville. By combining efforts, NCPA was able to negotiate a discount in pricing applicable to all three participants; and

WHEREAS, in June 2023, Redding requested services under the SSPA for Siemens to provide T3000 maintenance program services for a five-year term and an Omnivise T3000 version upgrade. Per the Agreement's Scope of Work and Redding's Task Request, the cost for the services over the five-year term is not-to-exceed \$1,164,958.55, which includes the proposal amount of \$1,059,053.23, plus at 10% contingency of \$105,905.32; and

WHEREAS, Confirmation Number 0308 states that NCPA agrees to provide the requested services through its contract with Siemens Energy, Inc. dated April 27, 2023, in the amount of not-to-exceed \$1,164,958.55. With the addition of NCPA's administrative fees of not more than \$2,335.00, the total amount expended under the Confirmation will not exceed \$1,167,293.55; and

WHEREAS, at its meeting on June 20, 2023, the Redding City Council approved Confirmation Number 0308 under the Support Services Program Agreement for these T3000 services provided to Redding by Siemens, at a total cost not-to-exceed 1,167,293.55; and

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

NOW, THEREFORE BE IT RESOLVED, under the terms of the NCPA Support Services Program Agreement and subject to approval by the Redding City Council, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0308, with a not-to-exceed amount of \$1,167,293.55, with any non-substantive changes as approved by the NCPA General Counsel, and issue Purchase Orders to Siemens Energy, Inc. for the provision of a five-year T3000 maintenance and support program and an Omnivise T3000 version upgrade for Redding.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023, 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:

ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

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

2. The Participating Member for this Confirmation is the CITY OF REDDING in the amount of not-to-exceed \$1,164,958.55 for the Siemens Energy, Inc. services described in paragraph 3. The Support Services amount includes the proposal amount of \$1,059,053.23, plus a 10% contingency of \$105,905.32. This is not a guarantee that the full amount will be paid to Siemens Energy, Inc., but is merely a limit of potential expenditures for services under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member through its Multi-Task General Services Agreement (Agreement) with Siemens Energy, Inc. dated April 27, 2023.

Siemens Energy, Inc. shall provide a five-year T3000 maintenance and support services program as requested by CITY OF REDDING and Redding Electric Utility, including base services, I&C monitors and advisors services via customer portal, parts exchange, remote expert center hours, on-site field service and technical support, cyber security services, onsite T3000 training sessions, and an Omnivise T3000 version upgrade, as more fully detailed in the Scope of Work of the Agreement. A copy of the services for Redding and Siemens pricing is also attached hereto to this Confirmation as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not-to-exceed \$2,335.00 (calculated at \$685.00 to develop the Confirmation and first month of administration plus \$165.00 per month for up to ten additional months administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$1,167,293.55.

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

Date: _____

Date: _____

SIGNATURES ON NEXT PAGE

Participating Member:

CITY OF REDDING

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

Nick Zettel, Utility Director

Randy S. Howard, General Manager

And

Barry E. DeWalt, City Attorney

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

EXHIBIT "A" TO CONFIRMATION NO. 0308

SCOPE OF WORK AND PRICING FOR CITY OF REDDING

Redding Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Annual Lifecycle Report
- Usage and Summary Reporting
- Assigned Service Manager

- **I&C Monitors and Advisors Services via Customer Portal**
- I&C Condition (Monitor Conditions) (Replaces remote systems check)

- **Parts Exchange**
- 25% discount on parts purchased

- **Remote Expert Center (REC) hours**
- 40 Hours (20% discount off list price for additional hours)

- **On-Site Field Service/Technical Support**
- 10% discount on hours purchased

- **Cyber Security Services**
- Malware and Patch Management, annual subscription (US Security Bundle)
- Whitelisting Annual Subscription (Optional Scope)
- One Cyber Vulnerability & Regulatory Assessment (Quantity per CSA term) (Optional Scope)

- **Onsite T3000 Training Sessions**
- Annual NCPA 3 days onsite T3000 training up to 10 people max per training (Optional scope)
- 10% discount off catalog pricing for additional classes

*Onsite Training does not include travel and living expenses. Travel time invoiced at PL1810 with 20% discount and travel and living expenses billed at cost plus 15%

Version Upgrade – The detailed scope of work for the version upgrade is detailed in the Siemens Energy proposal submitted to NCPA – City of Redding entitled Firm - Omnivise T3000 Version Upgrade, dated March 9, 2023.

It includes:

- a. Upgrades includes 4 redundant 410 AP's
- b. Upgrade includes 7 Thin Clients to replace the tower thin clients
- c. Upgrades to include all required engineering, HW/SW, onsite labor, commissioning, travel for install and support.

///

Redding Pricing:

Redding	Pricing	Annual Invoice Amount start of CSA year
5 Year CSA	\$ 380,505.00	\$ 76,101.00
Version upgrade in 2028	\$ 525,612	\$ 105,122.40
Optional Whitelisting Annual Subscription	\$ 78,885.00	\$ 15,777.00
Optional Annual NCPA Training (3 days onsite)	\$ 23,771.00	\$ 4,754.20
Optional CVRA	\$ 50,280.00	\$ 10,056.00
Total Price	\$ 1,059,053.23	\$ 211,810.65



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: July 27, 2023

SUBJECT: Collierville Stormwater Mitigation Project; Applicable to the following: NCPA Hydroelectric Facility.

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Hydroelectric	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 23-XX authorizing the Collierville Stormwater Mitigation 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, for a total cost not to exceed \$320,000.

BACKGROUND:

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the Collierville Powerhouse (CVPH) and Switchyard, which originally required the relocation of Clarks Creek to an area adjacent and above the CVPH. Clarks Creek frequently floods and endangers the safe, continued operation of the CVPH. The Collierville Stormwater Mitigation Project is intended to preserve and improve the function of the existing flood control system and minimize the potential for flooding of the CVPH. This project will be split into two phases:

- Phase 1: engineering, design and environmental permitting
- Phase 2: completion of the project

NCPA is currently seeking approval from the Commission for Phase 1 of the project only. Authorization for Phase 2 is anticipated to be sought from the Commission in 2024, pending completion of the engineering and permitting.

FISCAL IMPACT:

The FY24 forecast for Phase 1 of the Collierville Stormwater Mitigation Project budget was \$200,000. The current total cost for engineering, design and permitting for the Project is anticipated not to exceed \$320,000. The increase in Phase 1 cost estimates are due to subsequent damage to the Clarks Creek system incurred during the 2023 flood, additional identified environmental permitting processes, and significant cost inflation in outside engineering services.

Funding for Phase 1 of the project will come from NCPA Hydro's 2024 O&M budget. There is sufficient funding available in this budget for the updated Phase 1 costs and, as such, additional funds are not requested from the Members as this time. Phase 2, tentatively planned for 2024, will be dependent on available funding and additional authorizations.

SELECTION PROCESS:

NCPA is currently soliciting competitive proposals from multiple vendors to perform the work required for this phase of the project. NCPA will bid and award the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

The proposed activities of the Collierville Stormwater Mitigation Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d)(h), 15304 (a)(f), and 15309 (Classes 1, 2, and 4) as described in Title 14 of the

California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to existing equipment and facilities. This project will not change the function, size or operation of the equipment and/or facilities. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed with Calaveras County on March 27, 2014. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On July 5, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 23-XX

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE COLLIERVILLE STORMWATER MITIGATION PROJECT

(reference Staff Report #XXX:23)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Collierville Powerhouse (CVPH) on behalf of the project participants in the North Fork Stanislaus River Hydroelectric Development Project; and

WHEREAS, Clarks Creek, located above the CVPH and Switchyard, frequently floods and endangers the safe operation of these facilities. The Collierville Stormwater Mitigation Project is intended to preserve and improve the function of the existing flood control system and minimize the potential for flooding of the CVPH; and

WHEREAS, this project will be split into two phases. Phase 1 is for engineering, design and environmental permitting, and Phase 2 is for completion of the project. NCPA is currently seeking approval from the Commission for Phase 1 of the project only; and

WHEREAS, authorization for Phase 2 is anticipated to be sought from the Commission sometime in 2024, pending completion of the engineering and permitting; and

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

WHEREAS, the proposed activities of the Collierville Stormwater Mitigation Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d)(h), 15304 (a)(f), and 15309 (Classes 1, 2, and 4) as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to existing equipment and facilities. This project will not change the function, size or operation of the equipment and/or facilities. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed with Calaveras County on March 27, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Collierville Stormwater Mitigation Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, in accordance with NCPA purchasing policies and procedures, for a total cost not to exceed \$320,000.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2023, 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:

TRISHA ZIMMER
ASSISTANT SECRETARY