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# Facilities Committee Agenda

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**Date:** August 3, 2022  
**Subject:** NCPA Facilities Committee Meeting  
**Location:** NCPA, 651 Commerce Drive, Roseville, California 95678 / Conference Call  
**Time:** 9:00 am

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**\*\*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 300 Lakeside Drive, 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 <sup>rd</sup> Floor Palo Alto, CA	PORT OF OAKLAND 530 Water Street, Oakland, CA
PLUMAS-SIERRA REC 3524 Mulholland Way, Sacramento 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](http://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 July 6, 2022 Facilities Committee meeting.
3. **All NCPA Facilities – EN Engineering, LLC First Amendment to MTPSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing services, modifying the Scope of Work to broaden services and include root cause analysis services, for continued use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures. *(Category: Consent; Sponsor: CTs)*
4. **All NCPA Facilities – Fremouw Environmental Services, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying Exhibit B pricing, for continued use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; CTs)*
5. **All NCPA Facilities, Members, SCPPA – Ascend Analytics, LLC MTCSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Ascend Analytics, LLC for Integrated Resource Plan (IRP) related consulting 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. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: Generation Services Engineering)*
6. **Approval of Second Amendment to the Antelope Expansion 1B, LLC Power Purchase Agreement** – Staff will present and seek a recommendation for approval of the Second Amendment to the Power Purchase Agreement between Northern California Power Agency and Antelope Expansion 1B, LLC. *(Commission Category: Consent; Sponsor: Power Management)*
7. **NCPA 2023 Plant Outage Schedule** – Staff is seeking Facilities Committee approval of the proposed 2023 NCPA Plant Outage Schedule. *(Category: N/A; Sponsor: Generation Services Engineering)*

- 8. NCPA Geothermal Facility – Geothermal Plant 1 Cooling Tower Refurbishment Project –** Staff is seeking a recommendation for Commission approval of the Geothermal Plant 1 Cooling Tower Refurbishment 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, without further approval by the Commission, for a total not to exceed of \$2,858,647. (*Category: Discussion/Action; Sponsor: Geo*)
- 9. Approval of Special Conditions Agreement for Grant Administration between NCPA and Plumas Sierra Rural Electric Cooperative –** Staff will present and seek a recommendation for Commission approval of a Special Conditions Agreement for Grant Administration between NCPA and Plumas Sierra Rural Electric Cooperative. (*Commission Category: Discussion/Action Item; Sponsor: Power Management*)

#### **INFORMATIONAL ITEMS**

- 10. New Business Opportunities –** Staff will provide an update regarding new business opportunities. (*Sponsor: Power Management*)
- 11. NCPA Generation Services Plant Updates –** Plant Staff will provide the Committee with an informational update on current plant activities and conditions. (*Sponsor: Generation Services*)
- 12. Planning and Operations Update –** Staff will provide an update on issues related to planning and operations. (*Sponsor: Power Management*)
- 13. Next Meeting –** The next Facilities Committee meeting is scheduled for September 7, 2022.

#### **ADJOURNMENT**

JC/cp



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# Minutes – Draft

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**Date:** July 8, 2022  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** July 6, 2022 Facilities Committee Meeting Minutes

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- 1. Call Meeting to Order and Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 9:03 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Cliff Wagner (Gridley), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Basil Wong and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-In Sheet. Committee Representatives from BART, Biggs, Healdsburg, Lompoc, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

- 2. Approval of Minutes from the June 1, 2022 Facilities Committee meeting.**

Motion: A motion was made by Basil Wong and seconded by Shiva Swaminathan recommending approval of the June 1, 2022 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Sierra Hydrographics MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Sierra Hydrographics for hydrographic related services, with a not to exceed amount of \$600,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a new NCPA vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. This enabling agreement does not commit NCPA to any expenditure of funds. NCPA does not currently have agreements in place for similar services with any other vendors. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Staff plan to seek out other vendors for these services to add to the vendor pool. A draft

Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Sierra Hydrographics for hydrographic related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$600,000 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, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Provost & Pritchard Engineer Group, Inc. dba Provost & Pritchard Consulting Group for engineering related consulting services, with a not to exceed of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a new NCPA vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects, and to add to the vendor pool for similar services. NCPA has agreements in place for similar services with Condor Earth Technologies, Inc., GEI Consultants, and GHD, Inc. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Provost & Pritchard Consulting Group for engineering related consulting 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, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

5. **All NCPA Facilities (Except LEC), Members, SCPPA – Gold Electric, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Gold Electric, Inc. for electrical maintenance services, with a not to exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA (except LEC), NCPA Members, by SCPPA, and SCPPA Members.

NCPA currently has an agreement in place with Gold Electric, Inc., which is expiring. NCPA has utilized this vendor in the past to rewire an electrical panel at Hydro and for bucket truck rentals. NCPA has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Knight's Electric, Contra Costa Electric, Schneider Electric USA, and Vince Segal Electric. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cliff Wagner and seconded by Khaly Nguyen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Gold Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – Summit Crane Company of Solano, Inc. dba Summit Crane MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Summit Crane Company of Solano, Inc. dba Summit Crane for crane related services, with a not to exceed of \$1,500,000, 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.

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

Motion: A motion was made by Shiva Swaminathan and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Summit Crane Company of Solano, Inc. dba Summit Crane for crane 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, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 7. All NCPA Facilities – Ponder Environmental Services, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Ponder Environmental Services, Inc. for waste removal and emergency response related services, with a not to exceed of \$500,000, for use at all facilities owned and/or operated by NCPA.

The current agreement with Ponder Environmental Services, Inc. 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 projects. NCPA currently has agreements in place for similar services with Fremouw Environmental Services, Inc., Patriot Environmental (pending), and Rescue Solutions. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Ponder Environmental Services, Inc. for waste removal and emergency response related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 8. All NCPA Facilities – Industrial Solution Services, Inc. MTEMS** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Industrial Solution Services, Inc. for chemical purchases, with a not to exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA.

This is a new NCPA 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 Apex Engineering Products, Brenntag Pacific, Hill Brothers, KAAM Group (pending), Northstar Chemical, Thatcher Chemical, and Univar USA. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Industrial Solution Services, Inc. for chemical purchases, 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. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 9. NCPA Geothermal Facility – Carroll Mark Mendenhall dba Mendenhall Electric MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Carroll Mark Mendenhall dba Mendenhall Electric for general electrical maintenance services, with a not to exceed of \$750,000, for use at NCPA Geothermal Facility. All purchase orders will be issued following NCPA procurement policies and procedures.

Carroll Mark Mendenhall dba Mendenhall Electric is a new vendor for NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with Knights' Electric, Inc., Vince Sigal Electric, Inc., Schneider Electric USA, Inc., and Coastal Mountain Electric. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cliff Wagner and seconded by Jiayo Chiang recommending Commission approval of the authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Carroll Mark Mendenhall dba Mendenhall Electric for

general electrical maintenance services, including troubleshooting electrical equipment and circuits, removal of existing equipment, and facility lighting, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at the NCPA Geothermal Facility. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- Prior to the presentation of item # 10, Willie Manual (Voting Representative from TID) joined the meeting via teleconference and online presentation.

**10. CY 2023 NCPA Capacity Pool Rates** – Staff reviewed and was seeking a recommendation for Commission approval of the Resource Adequacy capacity rates, to be used in the NCPA Capacity Pool during calendar year 2023.

Each Pool Member has established a Resource Adequacy Program that works in conjunction with the CAISO Resource Adequacy Program. To enable efficient transfers of Resource Adequacy Capacity between the Pool Members, NCPA developed the Capacity Pool that is fully described in Pooling Agreement Schedule 4. Pursuant to Section 3.8 of Pooling Agreement Schedule 4, capacity pricing for system, local area and flexible capacity will be developed annually, and will be established pursuant to Commission adoption and approval. The price may be developed via one (or a combination) of the following methods:

- Negotiated Price
- Market Price Survey
- CAISO backstop procurement proxy value

Staff recommends establishing the following as the Resource Adequacy Capacity rates to be used in the CY 2023 NCPA Capacity Pool (\$/kW-month):

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Local	\$ 4.50	\$ 4.50	\$ 4.25	\$ 4.25	\$ 5.00	\$ 6.50	\$ 6.50	\$ 7.50	\$ 8.50	\$ 7.50	\$ 4.50	\$ 4.50
System	\$ 4.00	\$ 4.00	\$ 3.75	\$ 3.75	\$ 4.50	\$ 6.00	\$ 6.00	\$ 7.00	\$ 8.00	\$ 7.00	\$ 4.00	\$ 4.00
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

Motion: A motion was made by Shiva Swaminathan and seconded by Cliff Wagner recommending Commission approval, subject to an alternative recommendation as may be provided by the NCPA Pooling Committee, of the Resource Adequacy Capacity rates to be used in the CY 2023 NCPA Capacity Pool, as presented at the July 6, 2022, Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, and Santa Clara. ABSTAIN = Redding, Roseville, and TID. The motion passed.

**11. Approval of Services Agreement with San Jose Clean Energy** – Staff presented background information and was seeking a recommendation for approval of a Services Agreement between NCPA and San Jose Clean Energy (SJCE), under which NCPA will supply certain wholesale power supply services to SJCE.

NCPA currently provides a variety of wholesale energy services to SJCE. The current SJCE Services Agreement will terminate on August 31, 2022. SJCE issued a Request for Proposal (RFP) seeking wholesale energy services from third party suppliers. NCPA responded to SJCE's RFP by submitting a proposal to continue its supply of certain wholesale energy services, including CAISO Scheduling Agency services. NCPA was short listed in SJCE's RFP process as SJCE's preferred services provider. The scope of services for this agreement will include scheduling services, control center services, and portfolio management.

Key terms of the agreement include the following:

- Term: Initial Term of 3 years, with the option to extend term for additional 3 two-year terms
  - Can be terminated by either party at end of Initial Term, or any Optional Term via advance notice of termination
- Full indemnification
- NCPA to act as SJCE's Scheduling Agent, SJCE to act as Scheduling Coordinator
- Compensation: \$733,466 annual fee; 3% per year escalation
  - \$2.26 Million during Initial Term

Motion: A motion was made by Shiva Swaminathan and seconded by Khaly Nguyen recommending Commission approval of the Services Agreement between San Jose Clean Energy (SJCE) and Northern California Power Agency (NCPA), and to authorize the General Manager of NCPA to execute the Services Agreement between SJCE and NCPA on behalf of NCPA, including any non-substantive modifications approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. ABSTAIN = TID. The motion passed.

### **INFORMATIONAL ITEMS**

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

#### **NCPA Renewables RFP Update**

##### **Calpine Geothermal Offer**

- Term: 10 years commencing 1/1/2025
- Volume: 50 MW base 7x24; potentially up to an additional 50 MW
- Price: To Be Discussed
- All other terms per the term sheet

##### **Recent NextEra Proposals**

- Grace Solar Energy Center
  - Term: 20 years commencing 6/1/2025
  - Volume: 100 MW Solar
- Descendant Ranch
  - Term: 20 years commencing 6/1/2025
  - Product: 100 MW Solar + 24 MW / 5 Hour Storage
- Yellow Pine III
  - Term: 20 years commencing 6/1/2025
  - Size: 60 MW Solar + 45 MW / 4 Hour Storage
- Corby
  - Term: 20 years commencing 6/1/2025
  - 100 MW / 4 Hour Storage

#### **M-S-R Scheduling Coordinator RFP**

- M-S-R Members: Modesto Irrigation District, Silicon Valley Power, Redding Electric Utility
- NCPA has been contacted to discuss possible Scheduling Coordinator services with M-S-R
- M-S-R currently has off-take contracts with two wind projects located in the NW
  - Big Horn I
  - Big Horn II

- NCPA has a meeting scheduled with M-S-R representatives to discuss further
- Prior to the presentation of AB 205, Jane Luckhardt stepped out of the conference room due to a conflict of interest.

### **AB 205 – Electricity Supply Strategic Reserve Agreements**

- Strategic Reserve Requirements
  - New emergency power generators of 5 MW or more (100 hours/yr. op.)
  - New energy storage systems of 20 MW or more that are capable of discharging for at least two hours
- Strategic reserve will cover power generation, fuel management, site lease, and power settlement costs
- Contract execution by October 31, 2022 or December 31, 2022
- Prior to the presentation of item # 13, Jane Luckhardt stepped back into the conference room.

**13. Combined Integrated Resource Plan 2022 Annual Update** – Staff provided notice to the Committee that the 2022 Combined Integrated Resource (IRP) Plan Annual Update was filed with Western, on behalf of the NCPA Pool Members. This document has been published on NCPA Connect, as well as the NCPA public website.

**14. NCPA Inter-Agency Resource Plan Project** – Staff provided an update regarding the NCPA Inter-Agency Resource Plan Project.

The California Air Resources Board (CARB) has established a plan that guides the state's transition to a clean electrical energy economy by 2045, which drastically reduces the amount of fossil fuels used, achieves carbon neutrality, and meets energy efficiency goals. The Inter-Agency Resource Plan (IARP) is a plan that allows the Agency to evaluate its electrical generation resources and map a future course of NCPA's portfolio. This plan also follows NCPA's 2021-2026 Strategic Plan of repurposing facilities and preparing for growth while lowering GHG emissions, and to perform studies to determine technical and financial feasibility to develop green resources.

### **IARP Evaluation Goals**

- Short Term 2021-2026
  - Identify Member's Common Needs
  - Conceptual Plans of Transition Periods
  - Proposal and Economic Evaluation
- Transition Term 2027-2030
  - New Capital Projects
  - Repower – CT 2
  - Storage Resources – H<sub>2</sub> and BESS
- Long Term 2031-2045
  - Baseload Resources such as GEO Capital Improvements
  - Peaking Resources such as CT 1 H<sub>2</sub>
  - Storage Resources such as Emerging Technology
  - Emergency Resources – Wildfire & Emergency Readiness (EPC Ready)

NCPA has developed the IARP Request for Proposal (RFP), and posted it to APPA, NCPA, and CMUA's public websites. Staff also distributed the RFP to multiple vendors. Seven vendors requested to receive the RFP. Two vendors submitted proposals. NCPA is currently in the process of evaluating the proposals. NCPA will select a vendor this month (July 2022). The first draft of the IARP is due December 2022, and the final draft due early January 2023. Members asked if the

Annual Western IRP can be combined with this IARP. Power Management has a lot of the data already. Staff will bring this item back next month with a specific scope of work for review by the Committee.

**15. NCPA 2023 Plant Outage Schedule** – Staff provided an overview of the draft 2023 Plant Outage Schedule to allow Members to review and provide comments.

The annual maintenance scope includes required regulatory compliance, electrical, mechanical, and civil type of work. Scheduling considerations include balancing multiple factors such as: cost, Mother Nature and her impact on weather and accessibility such as snow, the impact from the market, and grid sensitivity. Outages are generally avoided in June, July, August, and some of the winter heat load. Other considerations include contractor availability, as NCPA competes with many other power plant operators, and transmission outage coordination. Assumptions and opportunity costs were provided to help with an economic approach.

The CT1 Alameda Units 1 and 2, includes a dual unit outage for 31 days from March 1 – 31, 2023 for routine controls and excitation. Geo Plant 1 Units 1 and 2 are also in a dual outage for 16 days from March 1 – 16, 2023. This needs to be a dual outage due to clearance issues for annual yardwork, and both units need to shut down. Collierville Unit 1 and 2 is also in a dual outage on September 30, 2023, and October 1, 2023 for maintenance. Please contact staff with any questions, concerns, or feedback you may have regarding the 2023 outage schedule. Staff will bring this item back in August for approval.

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

**CTs** – June was a busy month for the CTs. CT1 had 19 actual starts, and 1 ghost start bringing the FYTD total to 235, of 22 forecasted. CT2 had 4 starts this month of 10 forecasted, bringing the FYTD total to 52 starts. Alameda Unit 1 was still in a forced outage due to an oil system leak. The unit was back online July 5, 2022. CT1 Lodi has used 84.1 hours (42%) of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 12.2 hours of 20, and Unit 2, 12.7 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for May 2022.

**Hydro** – Collierville (CV) Power House was 100% available during the month of June, and New Spicer Meadows Power House was at 57% due to a PG&E transmission forced outage. New Spicer Meadows storage decreased by 4,800 acre feet at 4% month over month from 128,700 acre feet to 123,900 acre feet. The San Joaquin precipitation is 62% of average as of July 5, 2022. Current operations are continuing in the water conservation mode. Union, Utica, and Alpine spills are finished for the year, as well as the North Fork Tunnel Diversion. Staff initiated a Spicer storage draft due to the runoff tapering. The flow variance request from CDWF on May 12, 2022, has been withdrawn due to a new fish species. Current regulatory activities include FERC review of QCIP for annual dam maintenance. The McKays and Spicer DSSMRs have been completed, and SWRCB curtailment inspections are also complete. Completed maintenance activities include campground hazardous tree removal, annual North Fork Road maintenance, work to the Highland Creek Wilderness Bridge, and the 5 year preventative maintenance to Spicer PH during the PG&E forced outage July 17 – 29, 2022. The 230 kV ROW vegetation management is 85% complete.

**Geo** – There were two safety incidents to report for the month of June. Safety training is 36% complete. Vegetation management continued for the month. The average estimated net generation level for the month was 89.2 MW. Total estimated net generation was 64.2 GWh. Actual FY 2022 net generation is 805.5 GWh YTD, 1% over forecasted. The FY 2022 Net Generation Forecast has been revised to 800.8 GWh. The Fulton Transmission line outage, Plant 2, was June 4 – 11, 2022. Maintenance activities during the outage included work on generator seals, lube oil pump, and the hydrogen system. The condensers were cleaned, and transmission towers repaired. Projects still in

progress include Plant 1 and 2 Yard Repair, Plant 1 Fire System Upgrade, Plant 2 Diesel Tank Upgrade, and the Towerbrom Test Skid.

## **17. Planning and Operations Update –**

- **Resource Integrations In Progress**

- Antelope Solar (NCPA) – TBD
- Deer Creek – July 2022
- Sandborne Storage – Q1 2023
- Scarlet Solar / Storage – Q1 2023
- Dagget Solar / Storage – Q2 2023
- Proxima Solar / Storage – Q3 2023

- **Meter Maintenance Program Development**

- In the past, NCPA administered a Meter Maintenance Program on behalf of select Members
  - o The program is now expired
- CAISO Certified Meters must be certified and repaired in short order
- NCPA staff have been experiencing a growing number of challenges without a Meter Maintenance Program
- Staff propose developing new Meter Maintenance Program to enable timely response to issues
- Do Members support development of a Meter Maintenance Program?
- What should NCPA's role be regarding meter maintenance and repairs?
  - o Preference for program design:
  - o Separate program agreement
  - o Budget augmentation
  - o Other
- Is the program scope aligned with your needs?
- Other questions – Please contact staff with any questions or comments

**18. Next Meeting –** The next Facilities Committee meeting is scheduled for August 3, 2022.

## **ADJOURNMENT**

The meeting was adjourned at 12:17 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  
July 6, 2022 Facilities Committee Meeting  
Attendance List**

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

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



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** August 25, 2022

**SUBJECT:** EN Engineering, LLC – First Amendment to Five Year Multi-Task Professional Services Agreement for Engineering and Testing Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 22-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying the Scope of Work, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

Engineering and testing related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, including excitation system upgrade services, transmission/distribution services and NERC/WECC compliance testing/report services, effective March 7, 2022, for an amount not to exceed \$1,000,000, for use at all NCPA facilities.

NCPA now desires to enter into a First Amendment to the Multi-Task Professional Services Agreement modifying the Scope of Work to include root cause analysis services. NCPA currently has agreements in place for similar services with BBA USA, Inc., Nor-Cal Controls, ES, Inc. and Utility System Efficiencies.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Pending Committee Review.

On August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 8, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

Assistant General Manager  
General Manager

Attachments (3):

- Resolution 22-XX
- Multi-Task Professional Services Agreement with EN Engineering, LLC
- First Amendment to Multi-Task Professional Services Agreement with EN Engineering, LLC

## RESOLUTION 22-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH EN ENGINEERING, LLC

(reference Staff Report #XXX:XX)

WHEREAS, engineering and testing 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

WHEREAS, NCPA and EN Engineering, LLC entered into a Multi-Task Professional Services Agreement effective March 7, 2022, to provide such services; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task Professional Services Agreement modifying the Scope of Work to include root cause analysis services; 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 Professional Services Agreement with EN Engineering, LLC, with any non-substantial changes as approved by the NCPA General Counsel, modifying the Scope of Work, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



## MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EN ENGINEERING, LLC

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and EN Engineering, LLC, a corporation with its office located at 28100 Torch Parkway, Suite 400, Warrenton, IL 60555 ("Consultant") (together sometimes referred to as the "Parties") as of March 7, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$500,000. No endorsement shall be attached limiting the coverage.

- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$500,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Not applicable.**

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

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such negligence, recklessness or willful misconduct, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. In accordance with California Civil Code §2782.8, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of its Liabilities.
- 5.3 Limitation of Liability.** Neither Agency nor Consultant shall be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, whether based in contract, warranty or other legal theory. The total and aggregate liability of consultant for any and all liabilities, losses, claims, damages, judgements and awards shall be limited to the greater of the applicable insurance limits required to be maintained by Consultant under this agreement or \$5,000,000.

## **Section 6. STATUS OF CONSULTANT.**

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

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

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

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

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

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

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

## **Section 7. LEGAL REQUIREMENTS.**

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

## **Section 9.     KEEPING AND STATUS OF RECORDS.**

**9.1     Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Such documents or materials prepared by Consultant shall become the property of Agency upon payment for the Services as required under this Agreement. This notwithstanding, Consultant shall maintain its ownership rights in its independently developed and pre-existing intellectual property rights ("Consultant IP"). If and to the extent any such Consultant IP is incorporated within any documents or materials delivered to Agency under this Agreement, Consultant grants Agency an irrevocable, worldwide, royalty free license to use, maintain and repair such Consultant IP to the extent necessary to gain the full advantage and benefits of the Services provided by Consultant. Any IP developed through this Agreement shall be jointly owned by Agency and Consultant. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Consultant shall not be responsible or liable for any unintended reuse or revisions or modifications made to the documents or materials prepared by and delivered to Consultant under this Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such

remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

Mike Fogarty, Vice President  
EN Engineering, LLC  
28100 Torch Parkway, Suite 400  
Warrenville, IL 60555

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

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

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

**10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date 3/7/22



**RANDY S. HOWARD, General Manager**

EN ENGINEERING, LLC

Date 2/22/22



**MICHAEL FOGARTY, Vice President**

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

EN Engineering, LLC ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, including:

- Excitation System Upgrade Services;
- Transmission and distribution (T&D) consulting; and
- NERC / WECC Compliance Testing and Reporting.

## **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. Pricing for services to be performed at NCPA will be quoted at the time services are requested. Worked to be performed on quoted fixed price basis.

Consultant may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, Michael Fogarty, Vice-President

(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 EN Engineering, LLC

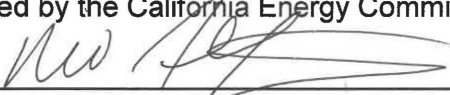
(Company name)

for contract work at:

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

(Project name and location)

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

  
(Signature of officer or agent)

Dated this 22 day of February, 2022.

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.



## FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EN ENGINEERING, LLC

This First Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EN Engineering, LLC ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2022.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective March 7, 2022, (the "Agreement") for Consultant to provide excitation system upgrade services, transmission & distribution consulting and NERC/WECC compliance testing and reporting services at all NCPA facilities; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add root cause analysis services; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

EN ENGINEERING, LLC

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**DAVE KLIMAS, COO**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

EN Engineering, LLC ("Consultant") shall provide engineering and testing related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

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

- Excitation System Upgrade Services
- Transmission and Distribution (T&D) Consulting
- NERC / WECC Compliance Testing and Reporting
- Root Cause Analysis Services



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** August 25, 2022

**SUBJECT:** Fremouw Environmental Services, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Waste Cleanup Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 22-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying Exhibit B pricing, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

Waste cleanup services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. effective March 28, 2019, for an amount not to exceed \$3,000,000, for use at all NCPA facilities.

In February 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA and Advanced Chemical Transport, Inc. dba ACTEnviro also wish to modify pricing listed in Exhibit B. NCPA has agreements in place for similar services with Patriot Environmental (pending) and Ponder Environmental Services, Inc.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Pending Committee Review.

On August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 8, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 22-XX
- Multi-Task General Services Agreement with Fremouw Environmental Services, Inc.
- First Amendment to Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. Accepting Assignment to Advanced Chemical Transport, Inc. dba ACTEnviro

## RESOLUTION 22-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH FREMOUW ENVIRONEMTAL SERVICES, INC. ACCEPTING ASSIGNMENT TO ADVANCED CHEMICAL TRANSPORT, INC. DBA ACTENVIRO

(reference Staff Report #XXX:XX)

WHEREAS, waste cleanup 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

WHEREAS, NCPA and Fremouw Environmental Services, Inc. entered into a Multi-Task General Services Agreement effective March 28, 2019, to provide such services; and

WHEREAS, in February 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro; and

WHEREAS, NCPA and Advanced Chemical Transport, Inc. dba ACTEnviro desire to modify the pricing in Exhibit B; 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 Fremouw Environmental Services, Inc., with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying pricing in Exhibit B, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
FREMOUW ENVIRONMENTAL SERVICES, 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 Fremouw Environmental Services, Inc., a corporation with its office located at 6940 Tremont Road, Dixon, CA 95620 ("Contractor") (together sometimes referred to as the "Parties") as of MARCH 28, 2019 ("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.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

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

**2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the

Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable.

- 4.4 Pollution Liability Insurance.** Contractor shall 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 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor with the exception of Pollution Liability 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 with the exception of legal requirements contained in CFR 49 and all generator responsibilities pertaining to waste, 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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

## **Section 8. TERMINATION AND MODIFICATION.**

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however,

may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

## **Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

**9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

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

## **Section 10. PROJECT SITE.**

**10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; 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. The Agency 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 shall be solely as an accommodation and the Agency shall have no 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 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.

- 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.

### **Section 13. MISCELLANEOUS PROVISIONS.**

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

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

Fremouw Environmental Services, Inc.  
Attention: Phil Fremouw  
6940 Tremont Road  
Dixon, CA 95620

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.


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

NORTHERN CALIFORNIA POWER AGENCY

FREMOUW ENVIRONMENTAL  
SERVICES, INC.


Date 3-28-19

Date 3-01-2019

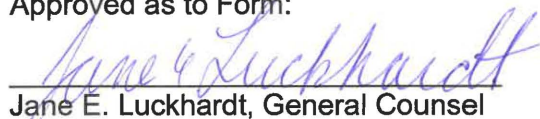
  
**RANDY S. HOWARD,**  
General Manager

  
**PHIL FREMOUW,**  
Vice President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

Fremouw Environmental Services, Inc. ("Contractor") shall provide waste cleanup services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

NCPA CT Facilities specific services to include, but not be limited to the following:

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a) 24-hour turnaround for waste bin(s) drop-off and pickup.
- b) Waste cake profiling quarterly for bins prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c) Classification of all materials where applicable
- d) Supply 2x20 yard lined bins on site at all times for disposal of Filter Cake.
- e) Remove and replace filter cake bins on a regular schedule.
- f) Transport bins to final disposal facilities.
- g) Provide all paperwork, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h) Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT1 sites to state permitted treatment, storage, or disposal facilities (TSFD). Services will include but not be limited to the manifesting and transportation of used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, and universal waste.

## **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:

#### **CT Facilities Specific Rates:**

- (1) Filter Cake Bins and Disposal Service Rates - See Following Rate Sheets
- (2) Emergency Response Rates - See Following Rate Sheets
- (3) Miscellaneous Waste Removal Rates - See Following Rate Sheets

## Filter Cake Management

### Services & Provisions Provided by FES

- Assistance with classification and Profiling of Wastes to Disposal Facility.
- Two 20yd<sup>3</sup> Closed top bins at the Power plant in the filter press shelter and two in reserve.
- Removal and replacement of filter cake bins as applicable to NCPA production schedule.  
Note: Bin replacement and "cake" disposal requested by NCPA <24 hours in advance of required service will constitute a rapid service event and subject to applicable charges listed in the table below. In addition, bin service requested after normal business hours (from 6am to 3pm) will be billed at the elevated rate for transportation also listed in the table below. This rate applies to loads arriving at the disposal facility after 4:00pm M-F.
- All bin replacement activity will include transport to class I or II landfill, disposal charges and replacement of empty 20 yd<sup>3</sup> bins in the filter press shelter area.
- Provisions for all transport documentation including profile acceptance, manifesting and labeling in accordance with local state and federal regulation.
- Filter cake waste sampling, analytical testing and updated profiling acceptance annually or as required by the disposal facility.

### Assumptions & Provisions to be Facilitated by NCPA

- Greater than 24hrs notice to FES for bin pickup and replacement.
- Same day bin replacement (rapid service) to be communicated to FES prior to 8am M-F.

## Pricing Table

### Transportation:

"Portal-to-portal" complete service from FES Dixon, CA to NCPA Lodi facility including disposal at landfill and return to FES facility

Bin Delivery Fee (empty bins, no swap)	\$ 450.00/per delivery
Remove & Replace bins for disposal (6am – 3pm M-F)	\$ 650.00/per service
Bin Service after 3 pm M-F, Weekends or Holidays	\$ 810.00/per trip
Demurrage time at Landfill >1 hr. on site off-loading	\$ 125.00/per hr.
Off-loads (not dropping or receiving scheduled loads)	\$ 450.00 minimum
Fuel Surcharge (Calculated on transportation hours)	\$ 15%

### Disposal of Non-Hazardous Filter Cake to Landfill

2 x 20 yd. bins of 15 yards minimum	\$ 35.00:Yard	\$ 1,050.00
Energy & Security Fees (County Fees)	10% of Rate: ton	\$ 0.00

Note: 2 bin total weight not to exceed 18 Tons

### Rental & Expendable Materials:

4 x Bin Rental: Monthly	\$ 285.00: mo	\$ 1,140.00 Monthly
Bin Liners		\$ 25.00 ea + tax
Required annual analytical sampling		\$ 395.00
Bin rental (In addition to the 4 bins covered above)		\$ 14.00: Day

*Note: Bin damage occurring at the NCPA facility or the direct result of NCPA activity will be charged to NCPA with no markup (actual repair or replacement charges only).*

## Emergency & Standard Services

Labor	Mon-Fri (6:00 am to 3:00 pm)	Saturday (up to 8 hrs)	Sunday Saturday (>8 hrs) Holidays
Project Manager	\$105.00/hr.	\$126.00/hr.	\$136.00/hr.
Environmental Technician	\$ 95.00/hr.	\$114.00/hr.	\$123.00/hr.
Administration	\$ 75.00/hr.	\$ 85.00/hr.	\$ 92.50/hr.

### Emergency Fees

Emergency Response Call Out Fee "Minor" 1 truck w/operator	\$ 250.00
Emergency Response Call Out Fee "Standard" > 1 truck w/operator	\$ 750.00
Emergency Response Call Out Fee "Major" need crew w/numerous trucks	\$ 1,500.00
Emergency Response Trailer "Major"	\$ 500.00: day

### Personal Protection Levels

#### LEVEL B (respiratory protection extra)

Severe protective suit, neoprene/nylon	\$ 125.00/man: day
Intermediate protection disposable suit	\$ 110.00/man: day
PVC splash suit, heavy duty	\$ 75.00/man: day
PVC splash suit, light duty	\$ 45.00/man: day
Tyvek light weight suit	\$ 35.00/man: day

#### LEVEL C (respiratory protection extra)

Severe protective suit, neoprene/nylon	\$ 105.00/man: day
Intermediate protection disposable suit	\$ 100.00/man: day
PVC splash suit, heavy duty	\$ 95.00/man: day
PVC splash suit, light duty	\$ 85.00/man: day
Tyvek light weight suit	\$ 65.00/man: day

#### LEVEL D

\$ 35.00/man: day

### OTHER PROTECTIVE CLOTHING

Flame resistant / Nomex coveralls	\$ 135.00each
Flame resistant/ Nomex hood	\$ 122.00each
Nalgene gloves	\$ 2.50: pair
Light duty gloves	\$ 5.50: pair
Heavy duty gloves	\$ 10.00: pair
Specialty gloves	\$ 50.00: pair
Leather gloves	\$ 5.00: pair
Light duty boot covers	\$ 12.00: pair
Heavy duty boot covers	\$ 18.00: pair
Chemical resistant boots	\$ 30.00: pair
Hip boots	\$ 80.00: pair
Waders	\$ 110.00: pair

**RESPIRATORY EQUIPMENT .**

Full face respirator	\$ 85.00: man: day
Half Face respirator	\$ 65.00: man: day
Respirator cartridges (HEPA)	\$ 30.00: set
Respirator cartridges (standard)	\$ 25.00: set
Half face disposable respirator	\$ 45.00: man: day

**Monitoring/Sampling Equipment**

LEL, O2, H2S meter	\$ 80.00: day
Combustible Gas Indicator	\$ 125.00: day
Ph meter	\$ 30.00: day
Plastic Kalawasa	\$ 20.00: each
Glass Thief	\$ 5.00: each
Gas detector w/o tubes	\$ 125.00: day
Gas detector tubes	\$ 15.00: each
Pocket transit	\$ 75.00: each
Air monitoring pump	\$ 150.00: day
Samples for TPH oil, diesel, gas & Cam 17 (Tiles 22 for metals)	\$ 395.00: each

**Safety Equipment**

Communication systems	\$ 65.00: day
Decon pool	\$ 40.00: day
Decon trailer	\$ 500.00: day
Face shield	\$ 5.00: each
Fire Extinguisher	\$ 15.00: day
First aid kit	\$ 45.00: day
Fluorescent safety vest	\$ 10.00: each
Goggles	\$ 6.00: each
GFI's	\$ 10.00: day
Full Body Fall Protection Harness	\$ 87.00: each
Lock out/ tag out tags	\$ 5.00: each
Top entry extraction device (tri-pod & winch)	\$ 200.00: day

**Transport Equipment**

**Note: All equipment subject to 15% Energy Surcharge. All hours calculated "portal-portal"**

One-ton Stake Bed Service Truck with Lift Gate	\$ 50.00: hour
Three-ton Stake Bed Service Truck	\$ 82.50: hour
Five-ton Enclosed Box Truck with Lift Gate	\$ 85.00: hour
Positive Displacement Pump Truck	\$ 95.00: hour
Water Truck (5300 gallon) Operated	\$ 145.00: hour
Vacuum Trucks, operated) 70 bbl-130 bbl-150 bbl	\$ 145.00: hour
Sludge Vacuum Truck or Stainless Vacuum Truck, operated	\$ 165.00: hour
Vacuum Tank Hoses (20-30' Sections): Day	\$ 20.00: each

Air Mover (Guzzler) – W/operator @ (PW Rate)	\$ 285.00: hour
Sewer Jetting Machine, 60 gpm @ 2,000 psi (trailer)	\$ 125.00: hour

**Bin Trucks W/operators @ (PW Rate)**

Bob-tail (holds- 1 bin)	\$ 140.00: hour
Doubles (holds 2 bins, AKA Rocket Launcher)	\$ 140.00: hour

**Note: Operated equipment is subject to overtime and double-time rates.**

**Overtime rates, >8 hrs, calculated at 1.2X standard rate**

**Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate**

Bin Ramp, 10 yd. & 20 yd (facilitates equipment dump to bin)	\$ 50.00: day
Bin Rental (10, 20, 30, 40 yard)	\$ 14.00: day
Dewatering Bin Rental	\$ 75.00: day
Vacuum Bin Rental	\$ 65.00: day
Bin/ Truck Liners (Non-Bio Poly')	\$ 45.00: each

### Miscellaneous Equipment (Not Including Mobilization & Demobilization)

Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Price on Request
245/235/225/215 Excavator - crawler	Price on Request
Long R: each - 46' 56'	Price on Request
Hydraulic concrete breaker	Price on Request
Excavator – rubber tire	Price on Request
400 series rubber tire backhoe/loader	\$ 950.00: day
7-900 series front-end loader (3-yard bucket )	Price on Request
Front-end loaders	Price on Request
Forklifts and Extended Reach Forklifts	
5000 lb.	\$ 600.00: day
15,000 lb.	\$ 750.00: day
> 15k lb.	Price on Request
Small/Medium Extended Reach Forklift	\$ 950.00: per day
Air Compressors	
85-125 CFM	\$ 375.00: day
Man-Portable compressor	\$ 125.00: day
Generators	
1-5 kw	\$ 160.00: day
6-10 kw	\$ 300.00: day
Lights - portable	
Twin Flood 8' 500W	\$ 35.00: day
Light Tower, 12' 1-4,000W	\$ 195.00: day
Pumps	
Centrifugal self priming 1.5hp	\$ 55.00: day
Trash Pump 2" cast iron 5hp	\$ 100.00: day
Utility Pump 1" aluminum 2hp	\$ 45.00: day
Submersible utility – manual 110v	\$ 38.00: day
Sump pump	\$ 45.00: day
Diaphragm 1"	\$ 85.00: day
Diaphragm 2"	\$ 170.00: day
Economy manual drum pump	\$ 29.00: day
Vacuum Drummer Machine, Diesel Powered (transfer to 55-gal drum)	\$ 375.00: day
Vacuum Drum Machine, Light Duty Electric	\$ 100.00: day
Wet/Dry Vacuum (15 gallon)	\$ 30.00: day
Wet/Dry Vacuum (5 gallon)	\$ 20.00: day
Industrial Pressure Washer, Trailer Mounted, 4K psi, Hot	\$ 375.00: day
Pressure Washer, 2-3k psi	\$ 150.00: day

### Hydroblast Equipment

Price on Request

## Miscellaneous Equipment Continued

30 foot Extension Ladder	\$ 45.00: day
Safety Cones : each	\$ 2.00: day
Blower (intrinsically safe – coppus style)	\$ 145.00: day
Chain saw	\$ 55.00: day
Chop saw	\$ 145.00: day
Cutting Torch and Rig	\$ 290.00: day
Drum de-header	\$ 20.00: day
Drum dolly	\$ 25.00: day
Electric cords (: each)	\$ 6.00: day
Hand Tools (: each)	\$ 3.00: day
Hand truck	\$ 10.00: day
Hydraulic jack – 20 ton	\$ 20.00: day
Non-sparking tools	Price on Request
Small Power Tools	\$ 45.00: day
Welder Arc/Wire Feed	\$ 190.00: day
Wheelbarrow	\$ 10.00: day

## Materials, Supplies & Expendables

### Absorbent Materials

Oil sorbent (3M or equivalent)	
HP 15" x 18" pads	\$ 75.00: case
HP 16" x 20" pads	\$ 95.00: case
HP 8" x 10' sorbent booms	\$ 60.00: each
HP 5" x 10' sorbent booms	\$ 50.00: each
HP 4' mini boom	\$ 112.50: case
HP 8' mini boom	\$ 112.50: case
HP 12' mini boom	\$ 112.50: case
HP 14" x 25" x 5" pillows (10 pillows per bag)	\$ 165.00: case
Granular absorbent	
A. Granular Dry Absorbent (multipurpose)	\$ 15.00: bag
B. Oil Dry (petroleum)	\$ 12.00: bag
C. Solid – A – Sorb (chemicals, PCB's)	\$ 15.00: bag
D. Vermiculite	\$ 35.00: bag
Universal sorbent (3M or equivalent)	
A. 15" x 19" pad	\$ 95.00: bag
B. 15" x 150' roll	\$ 135.00: roll
C. 38" x 150' roll	\$ 225.00: roll
D. 4' mini boom	\$ 195.00: case
E. 8' mini boom	\$ 195.00: case
F. 12' mini boom	\$ 195.00: case

Acid Neutralizer	Price on Request
Alkaline Neutralizer	Price on Request
Chlor-D-Test Test	\$ 20.00: each
Specialty Materials Not Included Herein	Cost + 20%

## Waste Containers

14 gallon Poly'	\$ 55.00: each
30 gallon Poly'	\$ 75.00: each
55 gallon Poly' – closed top	\$ 75.00: each
55 gallon Poly' – open top	\$ 65.00: each
95 gallon Poly' – overpack	\$ 195.00: each
55 gallon 1A2 – recycled open top	\$ 52.50: each
55 gallon 1A1 – recycled: closed top	\$ 55.50: each
85 gallon Steel –overpack	\$ 185.00: each
5 gallon poly' bucket	\$ 21.00: each
30-55 gallon -fiber	\$ 45.00: each
Drum Liners (roll)	\$ 145.00: roll
Drum Liners (individual)	\$ 4.00: each
M. Drum Thieves	\$ 5.00: each

## Miscellaneous Items Continued

Cement (50lb bag)	\$ 10.00: each
Deionized Water	\$ 3.50: gal
Floor Dry	\$ 15.00: bag
Concrete Degreaser	\$ 21.00: gal
Industrial Detergent/Degreaser	\$ 15.00: gal
Soda Ash	\$ 35.00: bag
Solidification material (Sure Pak 25lb bag)	\$ 10.00: bag
Sand Bags	\$ 5.00: bag
Barricade Tape	\$ 29.80: roll
Duct Tape	\$ 5.90: roll
Hazardous Waste Label Kits	\$ 2.00: each
Manifests	\$ 5.00: each
pH Strips	\$ 26.50: box
Rags	\$ 50.00: box
Sample bottles	\$ 5.00: each
Visqueen 6 mil (20' x 100')	\$ 187.00: roll

## Disposal (Various)

### Disposal of Bulk Liquids

#### Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$ .98: gal	\$ 275.00
>10% in 10% increments	\$ .15: gal.	

#### Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$ .15: gal.	

RCRA Hazardous waste liquid (Bulk)	Price on Request
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### Disposal by the Drum

#### Non-Hazardous Liquids

Liquids 55 gallon	\$ 145.00
Sludge 55 gallon	\$ 160.00

#### Non-RCRA Hazardous waste liquid

Liquids 55 gallon	\$ 255.00
Sludge 55 gallon	\$ 295.00

#### Non-Hazardous Solids

55 gallon drum	\$ 165.00
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#### Non-RCRA Hazardous waste Solids

55 gallon drum	\$ 275.00
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#### RCRA Hazardous waste Solids

Price on Request

#### RCRA Hazardous waste liquid

Price on Request

**Disposal of Bulk Solids** (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids Minimum 10 Yards/Ton	\$ 85.00/Yd./Ton
Non-RCRA Hazardous Waste Solids Minimum 10 Yards/Ton	\$ 145.00/Yd./Ton
RCRA Hazardous Waste Solids Minimum 10 Yards/Ton	\$ 265.00/Yd./Ton

<b>Analytical Testing</b>	<b>Price on Request</b>
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## Disposal

<b>Used Oil {pumped out/or per drum}</b>		
55 Gallon drums {w/free replacement drums}		\$ 65.00/per drum
Pumped out > 100 gallons		\$ 65.00/flat fee
Note: Includes Chlor-detect <sub>m</sub> test on site as well as retain sample		
<b>Properly drained Used Oil Filters</b>		
55 Gallon Drums {with free replacement drums}		\$ 65.00/per drum
<b>Fluid Containing Used Oil Filters {Non-RCRA Haz-Waste Liquid}</b>		
55 Gallon Drum		\$225.00/per drum
<b>Oily Debris Waste (Absorbent sweep, pads, boom, socks, soil, etc.)</b>		
55 Gallon Drums		\$275.00/per drum
<b>Oily Sludge</b>		
55 Gallon Drums		\$295.00/per drum
<b>Used Antifreeze</b>		
55 Gallon drums (with replacement drum free of charge)		\$125.00/per drum
Bulk >100 gallons		\$ 1.85/per gal.
<b>Waste Aerosol</b>		
55 Gallon Drums		\$325.00/per drum
30 Gallon Drums		\$265.00/per drum
<b>Latex Paint &amp; Non-RCRA Concrete Sprays &amp; Curing Material</b>		
55 Gallon Drums	(Bulk or commodity-pack)	\$295.00/per drum
<b>Waste Paint Related Material, Mixed Fuels</b>		
(Oil Based Paints, Thinners or otherwise flammable/combustible with BTU Value)		
55 Gallon Drums	(Bulk)	\$295.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon bucket)	\$395.00/per drum
Cubic Yard Boxes	(Commodity-pack = 1-5 gallon bucket)	\$895.00/per box
<b>Common Corrosives</b>		
55 Gallon Drums	(Bulk)	\$395.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon buckets)	\$455.00/per drum
<b>Empty Hazardous Material drums</b>		\$ 30.00/per drum
<b>Universal Waste</b>		
Fluorescent Lamps		
4 ft. & 8 ft. lamps		\$ 0.25/per ft.
PCB & Non-PCB Ballast	(5 gallon DOT drums)	\$125.00/per drum
Electronic Scrap	(monitors, keyboards etc.)	\$ .65/per lb
All Batteries	(5gal or less \$95.00 min)	\$ .95/per lb

## Bulk Liquids

### Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$ .98: gal	\$ 275.00
>10% in 10% increments	\$ .15: gal.	

### Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$ .15: gal.	

RCRA Hazardous waste liquid (Bulk)

Price on Request

## Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

### Non-Hazardous Solids

Minimum 10 Yards/Ton \$ 85.00: Yd or Ton

### Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 145.00: Yd or Ton

### RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 265.00: Yd or Ton

## Analytical Testing

Price on Request

All wastes not listed

Price on Request

### Waste drum container size breakdown

5 gallon drum (40% of 55 gal. price)/15-30 gal. drums(75% of 55 Gallon price)

Page 3 – NCPA Miscellaneous Waste Removal Blanket Pricing w/ Project Work

## Transportation

**Service vehicle stop fee relates to small container waste pickup. All other transportation or operated hours will be calculated "portal-to-portal" and subject to 15% energy surcharge**

1 Ton pickup/Flat bed or Box Truck "includes labor for 1 up to one hour"	\$150.00: Stop
28 ft. Truck & Trailer/includes pump for oil and antifreeze	\$250.00: Stop
Pump truck for oil/antifreeze 4 hr. "minimum"	\$ 95.00: hr.
Sludge Vac/w/operator "for transferring sludge on site"	\$165.00: hr.
Vacuum Truck, 80 bbl Operated <8 hrs.	\$132.00: hr.
Vacuum Truck, 150 bbl Operated <8 hrs.	\$137.50: hr.
Roll-Off Truck, Operated <8 hrs	\$137.50: hr

**Note: Operated equipment is subject to overtime and double-time rates.**

**Overtime rates, >8 hrs, calculated at 1.2X standard rate**

**Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate**

Pricing for services to be performed at other NCPA facilities 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, Phil Fremouw VP Sales

(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

Fremouw Environmental Services, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

[Signature]  
(Signature of officer or agent)

Dated this 1<sup>st</sup> day of March, 20 19.

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, Phil Fremouw VP Sales,

(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,

Fremouw Environmental Services, Inc.


(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 1<sup>st</sup> day of March, 20 19

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Officer & Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND FREMOUW ENVIRONMENTAL  
SERVICES, INC. ACCEPTING ASSIGNMENT TO ADVANCED CHEMICAL TRANSPORT INC.  
DBA ACTENVIRO**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Advanced Chemical Transport, Inc. dba ACTEnviro ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 202\_\_.

WHEREAS, the Agency and Fremouw Environmental Services, Inc. entered into a Multi-Task General Services Agreement dated effective March 28, 2019, (the "Agreement") for Contractor to provide waste cleanup services for the Agency; and

WHEREAS, on February 28, 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro; and the Agency desires to agree to the assignment of the Agreement to Advanced Chemical Transport, Inc. dba ACTEnviro; and

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

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

WHEREAS, the Agency now desires to amend Exhibit A entitled "Scope of Work" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the parties now desire to amend Exhibit B entitled "Compensation Schedule and Hourly Fees", to add language allowing price adjustments; and

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

WHEREAS, the Parties now desire to amend Exhibit D entitled "Affidavit of Compliance for Hazardous Materials Transport Vendors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Fremouw Environmental Services, Inc. agree to the assignment of the Agreement to Advanced Chemical Transport, Inc. dba ACTEnviro; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

“This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Advanced Chemical Transport, Inc. dba ACTEnviro, a Corporation, with its office located at 967 Mabury Road, San Jose, CA 95133 (“Contractor”) (together sometimes referred to as the “Parties”) as of March 28, 2019 (“Effective Date”) in Roseville, California.”

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

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

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

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

Advanced Chemical Transport, Inc. dba ACTEnviro  
Attn: Phil Fremouw  
6940 Tremont Road  
Dixon, CA 95620

Any written notice to Agency shall be sent to:

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

With a copy to:

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

4. **Exhibit A – SCOPE OF WORK** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
6. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include Advanced Chemical Transport, Inc. dba ACTEnviro and shall be executed as set forth in the attached Exhibit C.

7. **Exhibit D – CERTIFICATION – Affidavit of Compliance for Hazardous Materials Transport Vendors** is amended to include Advanced Chemical Transport, Inc. dba ACTEnviro and shall be executed as set forth in the attached Exhibit D.

8. Agency hereby approves the name change of the Agreement from Fremouw Environmental Services, Inc. to Advanced Chemical Transport, Inc. dba ACTEnviro, Contractor.

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

Date:\_\_\_\_\_

Date:\_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

ADVANCED CHEMICAL TRANSPORT, INC.  
DBA ACTENVIRO

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**SHAWN BALL, Vice President**

FREMOUW ENVIRONMENTAL SERVICES, INC.

\_\_\_\_\_  
**PHIL FREMOUW,**  
**Vice President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF WORK

Advanced Chemical Transport, Inc. dba ACTEnviro ("Contractor") shall provide waste cleanup services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

NCPA CT Facilities specific services to include, but not be limited to the following:

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a) 24-hour turnaround for waste bin(s) drop-off and pickup.
- b) Waste cake profiling quarterly for bins prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c) Classification of all materials where applicable
- d) Supply 2x20 yard lined bins on site at all times for disposal of Filter Cake.
- e) Remove and replace filter cake bins on a regular schedule.
- f) Transport bins to final disposal facilities.
- g) Provide all paperwork, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h) Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT1 sites to state permitted treatment, storage, or disposal facilities (TSFD). Services will include but not be limited to the manifesting and transportation of used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, and universal waste.

## **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:

CT Facilities Specific Rates:

- (1) Filter Cake Bins and Disposal Service Rates - See Following Rate Sheets
- (2) Emergency Response Rates - See Following Rate Sheets
- (3) Miscellaneous Waste Removal Rates - See Following Rate Sheets

## Filter Cake Management

### Services & Provisions Provided by FES

- Assistance with classification and Profiling of Wastes to Disposal Facility.
- Two 20yd3 Closed top bins at the Power plant in the filter press shelter and two in reserve.
- Removal and replacement of filter cake bins as applicable to NCPA production schedule.  
Note: Bin replacement and "cake" disposal requested by NCPA <24 hours in advance of required service will constitute a rapid service event and subject to applicable charges listed in the table below. In addition, bin service requested after normal business hours (from 6am to 3pm) will be billed at the elevated rate for transportation also listed in the table below. This rate applies to loads arriving at the disposal facility after 4:00pm M-F.
- All bin replacement activity will include transport to class I or II landfill, disposal charges and replacement of empty 20 yd3 bins in the filter press shelter area.
- Provisions for all transport documentation including profile acceptance, manifesting and labeling in accordance with local state and federal regulation.
- Filter cake waste sampling, analytical testing and updated profiling acceptance annually or as required by the disposal facility.

### Assumptions & Provisions to be Facilitated by NCPA

- Greater than 24hrs notice to FES for bin pickup and replacement.
- Same day bin replacement (rapid service) to be communicated to FES prior to 8am M-F.

## Pricing Table

### Transportation:

"Portal-to-portal" complete service from FES Dixon, CA to NCPA Lodi facility including disposal at landfill and return to FES facility

Bin Delivery Fee (empty bins, no swap)	\$ 450.00/per delivery
Remove & Replace bins for disposal (6am – 3pm M-F)	\$ 650.00/per service
Bin Service after 3 pm M-F, Weekends or Holidays	\$ 810.00/per trip
Demurrage time at Landfill >1 hr. on site off-loading	\$ 125.00/per hr.
Off-loads (not dropping or receiving scheduled loads)	\$ 450.00 minimum
Fuel Surcharge (Calculated on transportation hours)	\$ 15%

### Disposal of Non-Hazardous Filter Cake to Landfill

2 x 20 yd. bins of 15 yards minimum	\$ 35.00:Yard	\$ 1,050.00
Energy & Security Fees (County Fees)	10% of Rate: ton	\$ 0.00

Note: 2 bin total weight not to exceed 18 Tons

### Rental & Expendable Materials:

4 x Bin Rental: Monthly	\$ 285.00: mo	\$ 1,140.00 Monthly
Bin Liners		\$ 25.00 ea + tax
Required annual analytical sampling		\$ 395.00
Bin rental (In addition to the 4 bins covered above)		\$ 14.00: Day

*Note: Bin damage occurring at the NCPA facility or the direct result of NCPA activity will be charged to NCPA with no markup (actual repair or replacement charges only).*

## Emergency & Standard Services

Labor	Mon-Fri (6:00 am to 3:00 pm)	Saturday (up to 8 hrs)	Sunday Saturday (>8 hrs) Holidays
Project Manager	\$105.00/hr.	\$126.00/hr.	\$136.00/hr.
Environmental Technician	\$ 95.00/hr.	\$114.00/hr.	\$123.00/hr.
Administration	\$ 75.00/hr.	\$ 85.00/hr.	\$ 92.50/hr.

### Emergency Fees

Emergency Response Call Out Fee "Minor" 1 truck w/operator	\$ 250.00
Emergency Response Call Out Fee "Standard" > 1 truck w/operator	\$ 750.00
Emergency Response Call Out Fee "Major" need crew w/numerous trucks	\$ 1,500.00
Emergency Response Trailer "Major"	\$ 500.00: day

### Personal Protection Levels

#### LEVEL B (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 125.00/man: day
Intermediate protection disposable suit	\$ 110.00/man: day
PVC splash suit, heavy duty	\$ 75.00/man: day
PVC splash suit, light duty	\$ 45.00/man: day
Tyvek light weight suit	\$ 35.00/man: day

#### LEVEL C (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 105.00/man: day
Intermediate protection disposable suit	\$ 100.00/man: day
PVC splash suit, heavy duty	\$ 95.00/man: day
PVC splash suit, light duty	\$ 85.00/man: day
Tyvek light weight suit	\$ 65.00/man: day

LEVEL D	\$ 35.00/man: day
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### OTHER PROTECTIVE CLOTHING

Flame resistant / Nomex coveralls	\$ 135.00each
Flame resistant/ Nomex hood	\$ 122.00each
Nalgene gloves	\$ 2.50: pair
Light duty gloves	\$ 5.50: pair
Heavy duty gloves	\$ 10.00: pair
Specialty gloves	\$ 50.00: pair
Leather gloves	\$ 5.00: pair
Light duty boot covers	\$ 12.00: pair
Heavy duty boot covers	\$ 18.00: pair
Chemical resistant boots	\$ 30.00: pair
Hip boots	\$ 80.00: pair
Waders	\$ 110.00: pair

### RESPIRATORY EQUIPMENT

Full face respirator	\$ 85.00: man: day
Half Face respirator	\$ 65.00: man: day
Respirator cartridges (HEPA)	\$ 30.00: set
Respirator cartridges (standard)	\$ 25.00: set
Half face disposable respirator	\$ 45.00: man: day

### Monitoring/Sampling Equipment

LEL, O <sub>2</sub> , H <sub>2</sub> S meter	\$ 80.00: day
Combustible Gas Indicator	\$ 125.00: day
Ph meter	\$ 30.00: day
Plastic Kalawasa	\$ 20.00: each
Glass Thief	\$ 5.00: each
Gas detector w/o tubes	\$ 125.00: day
Gas detector tubes	\$ 15.00: each
Pocket transit	\$ 75.00: each
Air monitoring pump	\$ 150.00: day
Samples for TPH oil, diesel, gas & Cam 17 (Tiles 22 for metals)	\$ 395.00: each

### Safety Equipment

Communication systems	\$ 65.00: day
Decon pool	\$ 40.00: day
Decon trailer	\$ 500.00: day
Face shield	\$ 5.00: each
Fire Extinguisher	\$ 15.00: day
First aid kit	\$ 45.00: day
Fluorescent safety vest	\$ 10.00: each
Goggles	\$ 6.00: each
GFI's	\$ 10.00: day
Full Body Fall Protection Harness	\$ 87.00: each
Lock out/ tag out tags	\$ 5.00: each
Top entry extraction device (tri-pod & winch)	\$ 200.00: day

### Transport Equipment

**Note: All equipment subject to 15% Energy Surcharge. All hours calculated "portal-portal"**

One-ton Stake Bed Service Truck with Lift Gate	\$ 50.00: hour
Three-ton Stake Bed Service Truck	\$ 82.50: hour
Five-ton Enclosed Box Truck with Lift Gate	\$ 85.00: hour
Positive Displacement Pump Truck	\$ 95.00: hour
Water Truck (5300 gallon) Operated	\$ 145.00: hour
Vacuum Trucks, operated) 70 bbl-130 bbl-150 bbl	\$ 145.00: hour
Sludge Vacuum Truck or Stainless Vacuum Truck, operated	\$ 165.00: hour
Vacuum Tank Hoses (20-30' Sections): Day	\$ 20.00: each
Air Mover (Guzzler) – W/operator @ (PW Rate)	\$ 285.00: hour
Sewer Jetting Machine, 60 gpm @ 2,000 psi (trailer)	\$ 125.00: hour
Bin Trucks W/operators @ (PW Rate)	
Bob-tail (holds- 1 bin)	\$ 140.00: hour
Doubles (holds 2 bins, AKA Rocket Launcher)	\$ 140.00: hour

**Note: Operated equipment is subject to overtime and double-time rates.**

**Overtime rates, >8 hrs, calculated at 1.2X standard rate**

**Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate**

Bin Ramp, 10 yd. & 20 yd (facilitates equipment dump to bin)	\$ 50.00: day
Bin Rental (10, 20, 30, 40 yard)	\$ 14.00: day
Dewatering Bin Rental	\$ 75.00: day
Vacuum Bin Rental	\$ 65.00: day
Bin/ Truck Liners (Non-Bio Poly')	\$ 45.00: each

## Miscellaneous Equipment (Not Including Mobilization & Demobilization)

Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Price on Request
245/235/225/215 Excavator - crawler	Price on Request
Long R: each - 46' / 56'	Price on Request
Hydraulic concrete breaker	Price on Request
Excavator – rubber tire	Price on Request
400 series rubber tire backhoe/loader	\$ 950.00: day
7-900 series front-end loader ( 3-yard bucket )	Price on Request
Front-end loaders	Price on Request
Forklifts and Extended Reach Forklifts	
5000 lb.	\$ 600.00: day
15,000 lb.	\$ 750.00: day
> 15k lb.	Price on Request
Small/Medium Extended Reach Forklift	\$ 950.00: per day
Air Compressors	
85-125 CFM	\$ 375.00: day
Man-Portable compressor	\$ 125.00: day
Generators	
1-5 kw	\$ 160.00: day
6–10 kw	\$ 300.00: day
Lights - portable	
Twin Flood 8' 500W	\$ 35.00: day
Light Tower, 12' 1-4,000W	\$ 195.00: day
Pumps	
Centrifugal self priming 1.5hp	\$ 55.00: day
Trash Pump 2" cast iron 5hp	\$ 100.00: day
Utility Pump 1" aluminum 2hp	\$ 45.00: day
Submersible utility – manual 110v	\$ 38.00: day
Sump pump	\$ 45.00: day
Diaphragm 1"	\$ 85.00: day
Diaphragm 2"	\$ 170.00: day
Economy manual drum pump	\$ 29.00: day
Vacuum Drummer Machine, Diesel Powered (transfer to 55-gal drum)	\$ 375.00: day
Vacuum Drum Machine, Light Duty Electric	\$ 100.00: day
Wet/Dry Vacuum (15 gallon)	\$ 30.00: day
Wet/Dry Vacuum (5 gallon)	\$ 20.00: day
Industrial Pressure Washer, Trailer Mounted, 4K psi, Hot	\$ 375.00: day
Pressure Washer, 2-3k psi	\$ 150.00: day

## Hydroblast Equipment

Price on Request

## Miscellaneous Equipment Continued

30 foot Extension Ladder	\$ 45.00: day
Safety Cones : each	\$ 2.00: day
Blower (intrinsically safe – coppus style)	\$ 145.00: day
Chain saw	\$ 55.00: day
Chop saw	\$ 145.00: day
Cutting Torch and Rig	\$ 290.00: day
Drum de-header	\$ 20.00: day
Drum dolly	\$ 25.00: day
Electric cords (: each)	\$ 6.00: day
Hand Tools (: each)	\$ 3.00: day
Hand truck	\$ 10.00: day
Hydraulic jack – 20 ton	\$ 20.00: day
Non-sparking tools	Price on Request
Small Power Tools	\$ 45.00: day
Welder Arc/Wire Feed	\$ 190.00: day
Wheelbarrow	\$ 10.00: day

## Materials, Supplies & Expendables

### Absorbent Materials

Oil sorbent (3M or equivalent)	
HP 15" x 18" pads	\$ 75.00: case
HP 16" x 20" pads	\$ 95.00: case
HP 8" x 10' sorbent booms	\$ 60.00: each
HP 5" x 10' sorbent booms	\$ 50.00: each
HP 4' mini boom	\$ 112.50: case
HP 8' mini boom	\$ 112.50: case
HP 12' mini boom	\$ 112.50: case
HP 14" x 25" x 5" pillows (10 pillows per bag)	\$ 165.00: case
Granular absorbent	
A. Granular Dry Absorbent (multipurpose)	\$ 15.00: bag
B. Oil Dry (petroleum)	\$ 12.00: bag
C. Solid – A – Sorb (chemicals, PCB's)	\$ 15.00: bag
D. Vermiculite	\$ 35.00: bag
Universal sorbent (3M or equivalent)	
A. 15" x 19" pad	\$ 95.00: bag
B. 15" x 150' roll	\$ 135.00: roll
C. 38" x 150' roll	\$ 225.00: roll
D. 4' mini boom	\$ 195.00: case
E. 8' mini boom	\$ 195.00: case
F. 12' mini boom	\$ 195.00: case

Acid Neutralizer	Price on Request
Alkaline Neutralizer	Price on Request
Chlor-D-Tect Test	\$ 20.00: each
Specialty Materials Not Included Herein	Cost + 20%

## Waste Containers

14 gallon Poly'	\$ 55.00: each
30 gallon Poly'	\$ 75.00: each
55 gallon Poly' – closed top	\$ 75.00: each
55 gallon Poly' – open top	\$ 65.00: each
95 gallon Poly' – overpack	\$ 195.00: each
55 gallon 1A2 – recycled open top	\$ 52.50: each
55 gallon 1A1 – recycled: closed top	\$ 55.50: each
85 gallon Steel –overpack	\$ 185.00: each
5 gallon poly' bucket	\$ 21.00: each
30-55 gallon -fiber	\$ 45.00: each
Drum Liners (roll)	\$ 145.00: roll
Drum Liners (individual)	\$ 4.00: each
M. Drum Thieves	\$ 5.00: each

## Miscellaneous Items Continued

Cement (50lb bag)	\$ 10.00: each
Deionized Water	\$ 3.50: gal
Floor Dry	\$ 15.00: bag
Concrete Degreaser	\$ 21.00: gal
Industrial Detergent/Degreaser	\$ 15.00: gal
Soda Ash	\$ 35.00: bag
Solidification material (Sure Pak 25lb bag)	\$ 10.00: bag
Sand Bags	\$ 5.00: bag
Barricade Tape	\$ 29.80: roll
Duct Tape	\$ 5.90: roll
Hazardous Waste Label Kits	\$ 2.00: each
Manifests	\$ 5.00: each
pH Strips	\$ 26.50: box
Rags	\$ 50.00: box
Sample bottles	\$ 5.00: each
Visqueen 6 mil (20' x 100')	\$ 187.00: roll

## Disposal (Various)

### Disposal of Bulk Liquids

#### Non-Hazardous Liquids

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
1-10%	\$ .98: gal	\$ 275.00
>10% in 10% increments	\$ .15: gal.	

#### Non-RCRA Hazardous Waste Liquid

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$ .15: gal.	

RCRA Hazardous waste liquid (Bulk) Price on Request

### Disposal by the Drum

Non-Hazardous Liquids  
 Liquids 55 gallon \$ 145.00  
 Sludge 55 gallon \$ 160.00

Non-RCRA Hazardous waste liquid  
 Liquids 55 gallon \$ 255.00  
 Sludge 55 gallon \$ 295.00

Non-Hazardous Solids  
 55 gallon drum \$ 165.00

Non-RCRA Hazardous waste Solids  
 55 gallon drum \$ 275.00

RCRA Hazardous waste Solids Price on Request  
 RCRA Hazardous waste liquid Price on Request

### Disposal of Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids  
 Minimum 10 Yards/Ton \$ 85.00/Yd./Ton

Non-RCRA Hazardous Waste Solids  
 Minimum 10 Yards/Ton \$ 145.00/Yd./Ton

RCRA Hazardous Waste Solids  
 Minimum 10 Yards/Ton \$ 265.00/Yd./Ton

### Analytical Testing

**Price on Request**

## Disposal

### Used Oil {pumped out/or per drum}

55 Gallon drums {w/free replacement drums}

\$ 65.00/per drum

Pumped out > 100 gallons

\$ 65.00/flat fee

Note: Includes Chlor-detect™ test on site as well as retain sample

### Properly drained Used Oil Filters

55 Gallon Drums {with free replacement drums}

\$ 65.00/per drum

### Fluid Containing Used Oil Filters {Non-RCRA Haz-Waste Liquid}

55 Gallon Drum

\$225.00/per drum

### Oily Debris Waste (Absorbent sweep, pads, boom, socks, soil, etc.)

55 Gallon Drums

\$275.00/per drum

### Oily Sludge

55 Gallon Drums

\$295.00/per drum

### Used Antifreeze

55 Gallon drums (with replacement drum free of charge)

\$125.00/per drum

Bulk >100 gallons

\$ 1.85/per gal.

### Waste Aerosol

55 Gallon Drums

\$325.00/per drum

30 Gallon Drums

\$265.00/per drum

### Latex Paint & Non-RCRA Concrete Sprays & Curing Material

55 Gallon Drums (Bulk or commodity-pack)

\$295.00/per drum

### Waste Paint Related Material, Mixed Fuels

(Oil Based Paints, Thinners or otherwise flammable/combustible with BTU Value)

55 Gallon Drums

(Bulk)

\$295.00/per drum

55 Gallon Drums

(Commodity-pack = 1-5 gallon bucket)

\$395.00/per drum

Cubic Yard Boxes

(Commodity-pack = 1-5 gallon bucket)

\$895.00/per box

### Common Corrosives

55 Gallon Drums

(Bulk)

\$395.00/per drum

55 Gallon Drums

(Commodity-pack = 1-5 gallon buckets)

\$455.00/per drum

### Empty Hazardous Material drums

\$ 30.00/per drum

### Universal Waste

Fluorescent Lamps

4 ft. & 8 ft. lamps

\$ 0.25/per ft.

PCB & Non-PCB Ballast

(5 gallon DOT drums)

\$125.00/per drum

Electronic Scrap

(monitors, keyboards etc.)

\$ .65/per lb

All Batteries

(5gal or less \$95.00 min)

\$ .95/per lb

## Bulk Liquids

### Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$ .98: gal	\$ 275.00
>10% in 10% increments	\$ .15: gal.	

### Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$ .15: gal.	

RCRA Hazardous waste liquid (Bulk)

Price on Request

## Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids

Minimum 10 Yards/Ton \$ 85.00: Yd or Ton

Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 145.00: Yd or Ton

RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 265.00: Yd or Ton

## Analytical Testing

Price on Request

All wastes not listed

Price on Request

### Waste drum container size breakdown

5 gallon drum (40% of 55 gal. price)/15-30 gal. drums(75% of 55 Gallon price)

Page 3 – NCPA Miscellaneous Waste Removal Blanket Pricing w/ Project Work

## Transportation

**Service vehicle stop fee relates to small container waste pickup. All other transportation or operated hours will be calculated "portal-to-portal" and subject to 15% energy surcharge**

1 Ton pickup/Flat bed or Box Truck "includes labor for 1 up to one hour"	\$150.00: Stop
28 ft. Truck & Trailer/includes pump for oil and antifreeze	\$250.00: Stop
Pump truck for oil/antifreeze 4 hr. "minimum"	\$ 95.00: hr.
Sludge Vac/w/operator "for transferring sludge on site"	\$165.00: hr.
Vacuum Truck, 80 bbl Operated <8 hrs.	\$132.00: hr.
Vacuum Truck, 150 bbl Operated <8 hrs.	\$137.50: hr.
Roll-Off Truck, Operated <8 hrs	\$137.50: hr

**Note: Operated equipment is subject to overtime and double-time rates.**

**Overtime rates, >8 hrs, calculated at 1.2X standard rate**

**Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate**

Any reference to "FES" above is Advanced Chemical Transport, Inc. dba ACTEnviro.

Contractor may revise rates above with 30 days' advance written notice to Agency.

Pricing for services to be performed at other NCPA facilities will be quoted at the time services are requested.

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

Advanced Chemical Transport, Inc. dba ACTEnviro

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

**EXHIBIT D**

**CERTIFICATION**

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

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

Advanced Chemical Transport, Inc. dba ACTEnviro

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** August 25, 2022

**SUBJECT:** Ascend Analytics, LLC – Five Year Multi-Task Consulting Services Agreement for Integrated Resource Plan (IRP) Related Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

Approve Resolution 22-XX authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Ascend Analytics, LLC for Integrated Resource Plan (IRP) related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

NCPA recently issued a Request for Proposal (RFP) for development of an Inter-Agency Resource Plan (IARP). The objective of the IARP is to evaluate NCPA's current electricity generation resource portfolio, identify ways for NCPA to better optimize its current facilities, and study new opportunities for additional assets and/or resources, with the end goal of helping NCPA and its Members to prepare for sustainable growth into the future. The Scope of Work contained within the RFP included the ability for NCPA Members, SCPPA, and SCPPA Members to utilize the services of responding vendors for development of their own Integrated Resource Plans (IRP).

NCPA posted the RFP on several public sites, and also sent copies directly to several vendors. After evaluating the bids received, Ascend Analytics, LLC has been determined to be the responsive, winning bidder for this work. NCPA desires to enter into this agreement so established terms and conditions are in place with Ascend Analytics, LLC for this Scope of Work for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

NCPA bid out the Scope of Work for this project in accordance with NCPA's procurement policies and procedures. The RFP was posted publicly on the NCPA, APPA, and CMUA websites. NCPA also directly reached out to multiple vendors notifying them of this project. Seven vendors requested copies of the RFP, and two vendors submitted proposals. An evaluation team made of NCPA staff and representatives from Palo Alto analyzed the proposals received based on the following criteria:

1. Quality and completeness of proposal
2. Knowledge, experience, and skills of respondents
3. Experience of staff
4. Competitive rates for the requested services
5. Respondents' ability to perform the work within the time specified
6. Customer references
7. The ability of the respondents' technical approach as it pertains to the Scope of Work.
8. Respondent's willingness to accept NCPA's standard contract terms and conditions

After completing their analysis, the evaluation team has determined that Ascend Analytics, LLC is the responsive, winning bidder for this work.

**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 August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 22-XX
- Multi-Task Consulting Services Agreement with Ascend Analytics, LLC

## RESOLUTION 22-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ASCEND ANALYTICS, LLC

(reference Staff Report #XXX:22)

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

WHEREAS, Ascend Analytics, LLC is a provider of these services; and

WHEREAS, NCPA recently solicited bids for development of an Inter-Agency Resource Plan (IARP), and after completing a thorough evaluation of bids received Ascend Analytics, LLC is determined to be the responsive, winning bidder; and

WHEREAS, NCPA now desires to enter into this agreement so established terms and conditions are in place with Ascend Analytics, LLC for this and any future IRP related projects; and

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

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

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

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ASCEND ANALYTICS, LLC**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Ascend Analytics, LLC, a limited liability company with its office located at 1877 Broadway, Suite 706, Boulder, CO 80302 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2022 ("Effective Date") in Roseville, California.

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

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

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

- 1.6 Software Ownership.** Consultant owns all software licensed to end users. End-users own deliverables, but cannot distribute for resale or beyond immediate business needs. As used in this subsection, software is source or object code that qualifies for copyright protection. Any source or object code developed by Agency, obtained by Agency from another source or developed through this Agreement and paid for by Agency is not “software” as used in this subsection.

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

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

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

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

**4.3 Professional Liability Insurance.** Not Required.

**4.4 All Policies Requirements.**

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

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

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

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

**4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the

Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

## **Section 6. STATUS OF CONSULTANT.**

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

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

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

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

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

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

itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

## **Section 7. LEGAL REQUIREMENTS.**

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

## **Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information,

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

David Millar  
Managing Director, Resource Planning  
Ascend Analytics  
1877 Broadway, STE 706  
Boulder, CO 80302

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

**10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;

- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may

be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

ASCEND ANALYTICS, LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**DAVID R. MILLAR, Managing Director**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

Ascend Analytics, LLC ("Consultant") shall provide the following Integrated Resource Plan (IRP) related consulting services as requested by the Northern California Power Agency ("Agency"), its Members, the Southern California Public Power Authority ("SCPPA"), or SCPPA Members:

The Scope of Work (SOW) is outlined below first with a brief description of each section in the IARP and secondly in a table outlining the IARP. The table is intended to outline the Table of Contents (TOC) of NCPA's IARP. Additionally, a Division of Responsibility (DOR) tabulates who is responsible for what and who supports both content and data within the IARP. The Consultant is responsible for all researching, developing, drafting, revising, and delivering a finalized NCPA IARP. NCPA Generation Services (GS), NCPA Power Management (PM), Member IRP's (MIRP) provide a supporting role. The Consultant is responsible regardless of the amount of assistance from the supporting party listed in the DOR. If the supporting party is unable to respond, the Consultant must propose an alternative plan, schedule, and cost to manage milestone dates.

It is expected that the Consultant will develop an aggregate load forecast, consideration of the impacts of present/future energy efficiency and demand side management programs. In addition, a resource supply forecast to meet aggregate member load shall be undertaken with the following: assessment and modeling of current and potential power supply resources, all in the context of forward energy, gas fuel, and capacity price forecasts. Planning considerations would include regional transmission constraints/rights, CAISO mandated resource adequacy and local capacity requirements, CAISO transmission rates, current/probable future renewable portfolio standards, and greenhouse gas (GHG) rules.

The key outcome of this RFP would be for NCPA to obtain a strategic power supply "roadmap" to include the acquisition of various simplified models/tools that will assist the agency in updating/reevaluating various power supply resources after completion of the study. The Consultant shall provide this report in both .PDF and .DOCX file format and model results in Excel format. Like all deliverables, NCPA will own this report and model results provided in Excel format, modify as needed, and have full ownership rights to share.

#### **Task/Deliverable 1 – Develop the NCPA Inter-Agency Resource Plan (IARP)**

The scope of work is summarized below. The Consultant shall provide NCPA an IARP using the following outline:

1. Executive Summary – The executive summary shall explain the IARP, discuss the data and information collected for the analysis, identify key assumptions made, identify solutions and options to consider, and finally steps and recommendations to move forward.
2. NCPA Background and Objective

- a. The background and objective shall summarize NCPA, its current resource, and how the IARP supports its objectives and goals (to evaluate NCPA's resources and assets to better optimize its strengths and areas of repurposing facilities, to prepare for sustainable growth. )
  - b. The background shall also include assumptions including outside driving legislative and regulative driving forces; including meeting the statewide goal to supply 100% of electricity needs with renewable and zero-carbon resources by 2045. This area is intended to describe and acknowledge potential future risks to NCPA's generation resources.. It may be assumed that the data from NCPA and Members' IRPs reflect these future risks. The consultant shall incorporate a sensitivity (+/- % in error, energy, capacity) to each of these assumptions to help assess the relative uncertainty related to each assumption.
  - c. The purpose includes goals set in the NCPA's strategic plan and commitments made. The methodology includes this specific Inter-Agency Resource Plan (IARP) and additionally using the supporting roles as defined in the DOR.
3. Energy and Peak Demand Forecasts (2021 – 2045) – The energy and peak demand forecasts shall come from NCPA, MIRP's, or other dependable data sources. Analyze and evaluate the data for yearly load demand and as an hourly seasonal load demand. Analyze and evaluate both energy and capacity requirements for each season from now until 2045 (i.e. demand on an hourly basis for a representative day in spring, summer, fall, and winter). Contractor to provide options on model analysis with pricing and accuracy estimates.
4. Resources and Capacity – Summarize current resources, any planned new resources, and planned retiring resources. This scope includes only resources and contracts (PPAs) in NCPA and Member portfolios. Current resources and contracts should be categorized by generation type (i.e. solar PV, wind, geothermal, natural gas, landfill gas, biomass, hydro), and RPS renewable status [CEC qualified renewable, Zero Carbon (e.g. large hydro, nuclear)]
5. Load-Resource Balance – Provide net balance analysis of the above energy, RPS, and peak demand forecasts compared to the resources and capacity. This section shall illustrate potential surpluses and shortfalls. Analyze and evaluate RPS adequacy, by member, in 2026 (50% RPS target) and 2030 (60% RPS target).
6. Planning Scenario and Recommendations
  - a. Define short, medium (transition), and long-term timelines.
  - b. Within the Resource Analysis section shall include the Levelized Cost of Energy (LCOE) for generating and storage resources. Include feasible emerging technology, decarbonized resources, and battery energy storage resources. (NCPA can support this section with recent cost comparative reports, decarbonizing resource reports such as NCPA's LEC Hydrogen technology, and a recent white paper on battery technology).
  - c. The Resource Considerations section shall both evaluate various current NCPA assets and evaluate paths for new development. Resources to consider include:

- i. Baseload resources, including capital performance improvements for NCPA Geothermal.
  - ii. Storage resources such as batteries at the NCPA STIG or Geo facility. These facilities have available real estate and interconnection capabilities to lower LCOE.
  - iii. Peaking resources such as the existing CT1 assets and their value in relieving congestion and systems strains greater than 4 hours in duration.
  - iv. Repowering resources scheduled to retire. The STIG is a 50MW gas turbine expected to retire in 2026. Include a Resource Adequacy cost evaluations..
  - v. Emergency resources to support wildfire and state energy emergency interruptions. The consultant shall investigate and provide various options to support emergency generators of 10MW net capacity or greater. Include considerations for a public entity to be “EPC Ready” with process flows and timeline estimates.
  - vi. Intermittent renewable resources such as wind and photovoltaic.
  - vii. Load resources such as NCPA LEC electrolyzers.
  - viii. Environmental RPS resources.
7. Conclusion – The Consultant shall summarize the major highlights of energy, RPS, and capacity shortfalls, both in short-term and long-term positions, and finally recommend steps to optimize NCPA’s current assets, repurpose, and/or develop new resources.
8. Appendix – Includes all supportive data in tabulated forms.
9. Graphs – Include graphs, flow diagrams, and models throughout the report to help illustrate sections as needed. The consultant shall also include a “graph section” at the end of the report to include a copy of all graphs, flow diagrams, and models used in the report.

### Task/Deliverable 1 – Division of Responsibility

*Key: (R – Responsible, S – Support, GS – NCPA Generation Services Department, PM – NCPA Power Management, MIRP – Member Integrated Resource Plan)*

The Consultant is responsible regardless of the amount of assistance from the supporting party listed in the DOR. If the supporting party is unable to respond, the Consultant must propose an alternative plan, schedule, and cost to manage milestone dates.

Scope	Vendor	GS	PM	MIRP	Notes
1) Executive Summary	R	S			
2) NCPA Background, Assumptions, and Purpose	R				
i) Overall IARP Description	R	S			
ii) Assumptions in Future Forecasts	R				High Level Awareness
(1) CEC's IEPR forecast	R				Same as above
(2) CAISO's Transmission Planning Process	R				Same as above

(3) RA Methodology Changes (CAISO Regulation Changes)	R		S		
(3) CARB's Scoping Plan	R				Same as above
(4) GRC Gas Transmission Costs	R	S			NCGC Events
(6) Regionalization Considerations/Risks	R		S		
(7) Resource Retirements (Nuclear and OTC Plants)	R				
(8) SB100 Renewable / Zero Carbon Energy Targets	R				
iii) Purpose and Methodology	R				Strategic Plan
3) Energy and Peak Demand Forecasts (2021 – 2045)	R				
i) Peak Load Forecast Year over Year (per member)	R		S	S	PM Data or Member IRP
ii) Maximum Hourly Peak Demand (per member)	R		S	S	PM Data or Member IRP
a) Winter	R		S	S	PM Data or Member IRP
b) Spring	R		S	S	PM Data or Member IRP
c) Summer	R		S	S	PM Data or Member IRP
d) Fall	R		S	S	PM Data or Member IRP
4) Resources and Capacity	R				
i) Current Member Resources	R		S	S	
ii) Current NCPA Assets	R		S	S	
iii) Resource Retirements (STIG or Member Local Assets)	R	S	S	S	
5) Load - Resource Balance	R				Summary of 3 and 4
6) Planning Scenario and Recommendations	R				
i) Definition Summary	R				
a) Short Term (Now – 2026)	R				
b) Transition Period (2027 – 2030)	R				
c) Long Term (2031 – 2045)	R				
ii) Resource Analysis	R				
a) Emerging Technology	R	S			Cost Comparative Report
b) Decarbonized Sources (LEC Hydrogen)	R	S			LEC APPA Report
c) Battery Technology Models	R	S			Battery White Paper
iii) Resource Considerations (Using Definition Above)	R				
a) Baseload Resources (GEO Capital Improvements)	R	S			
b) Storage Resources (STIG Storage or GEO Storage)	R	S			
c) Peaking Resources (CT1)	R	S			CT1 Data for Grid Congestion
d) Resource Repower (STIG)	R	S			
e) Emergency Resources	R				
1. Wildfire Support (EPC Ready)	R	S			Plumas Effort Data
2. State Emergency Readiness (EPC Ready)	R	S			Plumas Effort Data
f) Intermittent Renewable Resources	R				
1. Wind	R	S			Cost Comparative Report
2. Solar PV Resources	R	S			Cost Comparative Report
3. Solar PV plus Storages Resources	R	S			Cost Comparative Report

g) Load Shifting Resources	R				
1. Hydrogen Electrolyzers (LEC H2 Electrolyzers)	R	S			LEC APPA Report
2. Other Long Term Storage Systems					
h) Renewable Portfolio Standards (RPS)	R				
1. RPS Resource Options	R				
7) Conclusion	R				
a) Load Gaps from short to long term	R				
b) Alternative Options to support Gaps short to long term	R				
c) Planning Risk (Joint Planning as a Group for Execution)	R		S		
<b>Appendix</b>	R				
Member Hourly Load Forecast (For Seasonal Average Profiles)	R		S		PM Data
Member Yearly Load Forecast	R		S		PM Data
Member Resources	R		S		PM Data
NCPA Resources	R		S		PM Data
<b>Graphs</b>	R				
Resource Procurement Timeline	R				
Load Forecast by Member (2023 – 2045)	R				
Peak Load Forecast (2023 – 2045)	R				
Maximum Hourly Demand by Season (2023 – 2045)	R				
Energy Balance (2023 – 2045)	R				
Resource Adequacy Balance	R				
Base Load Scenarios (2023 – 2045)	R				
Solar Generation Profile (2023 – 2045)	R				
EV and Charging Load Forecast (2023 – 2045)	R				
Electrification Forecast (2023 – 2045)	R				
Others Graphs are Expected, No Limit set	R				

## Task/Deliverable 2 – Develop the IARP Presentation

The Consultant shall develop a presentation to summarize the IARP. The presentation shall include notes for a presenter. The goal is to have a turn key presentation ready for NCPA to present. The Consultant shall use NCPA's presentation template and provide in .PPTX, non-secure format. Like all deliverables, NCPA will own this presentation, modify as needed, and have full ownership rights to share.

NCPA shall be able to share the developed program and Vendor assessments with NCPA Members, SCPPA, and SCPPA Members. The Consultant shall offer similar pricing to NCPA and SCPPA Members.

No energy products including but not limited to energy, capacity, resource adequacy, forwards of any kind, environmental attributes, renewable energy credits, low carbon fuel standard credits or any related products, can be purchased under the terms of this Agreement. Furthermore, no hedging instruments such as natural gas or congestion revenue rights may be purchased under this Agreement.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

Analysts	Leadership	Rate
Energy Analyst		\$225
Senior Energy Analyst I		\$250
Senior Energy Analyst II	Manager	\$275
Lead Energy Analyst	Senior Manager	\$325
	Director	\$350
	Managing Director	\$400
	Vice President	\$500
	CEO	\$650

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

\_\_\_\_\_  
(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

## 2023 Plant Outage Schedule

PLANT	UNIT NAME	SLIC UNIT ID	MW	START DATE/TIME	END DATE/TIME	WORK TO BE PERFORMED
CT's	CT1 Lodi	LODI25_2_UNIT 1	25	2/1/23 0:00	2/28/23 23:59	Controls & Excitation / Routine
CT's	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	25	3/1/23 0:00	3/31/23 23:59	Controls & Excitation / Routine
CT's	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	25	3/1/23 0:00	3/31/23 23:59	Controls & Excitation / Routine
CT's	CT2 (STIG)	STIGCT_2_LODI	49.9	4/1/23 0:00	4/30/23 23:59	Annual Maintenance
CT's	LEC	LODIEC_2_PL1X2	304	4/1/23 0:00	4/30/23 23:59	GrBx/Torque/SP4/Routine
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	27	3/1/23 0:00	3/16/23 23:59	Annual Maintenance
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	27	3/1/23 0:00	3/16/23 23:59	Annual Maintenance
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	40	11/1/23 0:00	11/5/23 23:59	Annual Maintenance
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/16/23 7:00	10/27/23 18:00	CV1 Annual Maintenance
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/31/23 5:00	10/31/23 18:00	Move GSU2 past GSU1 to storage
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	9/30/23 5:00	9/30/23 19:00	CV Dual unit outage
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/1/23 5:00	10/1/23 19:00	CV Dual unit outage
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/1/23 5:00	10/13/23 18:00	CV2 Annual Maintenance
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/11/23 8:00	9/15/23 17:00	NSM1 Annual Maintenance
Hydro	Spicer Unit 2	SPICER_1_UNITS	2.8	9/18/23 8:00	9/22/23 17:00	NSM2 Annual Maintenance



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** August 26, 2022

**SUBJECT:** Geothermal Plant 1 Cooling Tower Refurbishment Project; Applicable to the following: NCPA Geothermal Facility.

**AGENDA CATEGORY:** Discussion/Action

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## RECOMMENDATION:

Approve Resolution 22-XX authorizing the Geothermal Plant 1 Cooling Tower Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed of \$2,858,647.

## BACKGROUND:

The Geothermal Plant 1 Cooling Tower needs refurbishment and thermal upgrade services. NCPA staff have identified possible thermal performance deficiencies due to aging structure and fill technology. The Geothermal facility is seeking to replace the existing aging cooling tower splash fill with a modern fill that will increase thermal performance, thus increasing net MW output to the grid. Pre-project work, including engineering, estimating, and RFP issuance, has already been completed.

The Plant 1 Cooling Tower Refurbishment Project will be broken out into two phases:

- Phase 1 - Material Procurement and Delivery **(FY23)**
- Phase 2 – Cooling Tower Refurbishment Installation **(FY24)**

## FISCAL IMPACT:

Funds for this project will come from the FY23 and FY24 budget (including encumbered funds). Funds from the FY24 budget are contingent upon future approval of the FY24 budget, and no commitment of funds will be made until that date. No cash collection or budget augmentation is required. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures.

The Plant 1 Cooling Tower Refurbishment Project cost breakdown is show below.

• Phase 1 – Material Procurement & Delivery <b>(FY23)</b>	\$ 755,564
• Contingency (~24%)	<u>\$ 244,436</u>
• Phase 1 Total:	\$1,000,000
• Phase 2 – Cooling Tower Refurbishment <b>(FY24)</b>	\$1,548,873
• Contingency (~20%)	<u>\$ 309,774</u>
• Phase 2 Total:	\$1,858,647
• <b>Total Plant 1 Cooling Tower Refurbishment Project Cost</b>	<b>\$2,858,647</b>

## SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, a formal competitive bid process was followed. On March 16, 2022, a Request for Proposal for the Geothermal Plant 1 Cooling Tower Refurbishment Project was released, with final bids due May 26, 2022. A bid walk

took place on March 29, 2022, and there were two attendees. Two vendors submitted bids: EvapTech, Inc. and SPX Cooling Technologies, Inc. The bids received are currently being evaluated by NCPA staff, and work for this project will be awarded to the most qualified bidder.

**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 August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 22-XX

## RESOLUTION 22-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEOTHERMAL PLANT 1 COOLING TOWER REFURBISHMENT PROJECT

(reference Staff Report #XXX:22)

WHEREAS, the Geothermal Plant 1 Cooling Tower needs refurbishment and thermal upgrade services. NCPA staff have identified possible thermal performance deficiencies due to aging structure and fill technology. The Geothermal Facility is seeking to refurbish the existing cooling tower in order to increase net MW output to the; and

WHEREAS, on March 16, 2022, NCPA put out a Request for Proposal for the Geothermal Plant 1, Cooling Tower Refurbishment project. A bid walk took place on March 29, 2022, and there were two attendees. Bids were due on May 26, 2022. Two bids were received: one from EvapTech, Inc. and one from SPX Cooling Technologies, Inc. The bids received are currently being evaluated by NCPA staff, and work for this project will be awarded to the most qualified bidder; and

WHEREAS, on August 3, 2022 the Facilities Committee approved; 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 Geothermal Plant 1 Cooling Tower Refurbishment Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not exceed \$2,858,647.

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY