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Facilities Committee Meeting Agenda

Date: August 7, 2024

Subject: NCPA Facilities Committee Meeting

Location: NCPA – 651 Commerce Drive, Roseville, California 95678 // Conference Call

Time: 9:00 am

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

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

ALAMEDA MUNICIPAL PWR 2000 Grand St., Alameda, CA	BAY AREA RAPID TRANSIT 2150 Webster Street, 1 st Floor, Oakland, CA	CITY OF BIGGS 3016 Sixth Street, Biggs, CA
CITY OF GRIDLEY 685 Kentucky Street, Gridley, CA	CITY OF HEALDSBURG 401 Grove Street, Healdsburg, CA	CITY OF LODI 1331 S. Ham Lane, Lodi, CA and 221 W. Pine Street, Lodi, CA
CITY OF LOMPOC 100 Civic Ctr. Plaza, Lompoc, CA	CITY OF PALO ALTO 250 Hamilton Avenue, 3 rd Floor Palo Alto, CA	PLUMAS-SIERRA REC 3524 Mulholland Way, Sacramento CA
PORT OF OAKLAND 530 Water Street, Oakland, CA	CITY OF REDDING 3611 Avtech Pkwy., Redding, CA	CITY OF ROSEVILLE 2090 Hilltop Circle, Roseville, CA
CITY OF SHASTA LAKE 3570 Iron Court, Shasta Lake, CA	SILICON VALLEY POWER 881 Martin Ave., Santa Clara, CA	TURLOCK IRRIGATION DISTRICT 333 E. Canal Drive, Turlock, CA
CITY OF UKIAH 411 W. Clay Street, Ukiah, CA		

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

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

REVIEW SAFETY PROCEDURES

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes** – Approve minutes from the May 1, June 5, and July 3 2024 Facilities Committee meetings.
3. **All NCPA Facilities, Members, SCPPA – CTi ControlTech, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with CTi ControlTech, Inc. for boiler and burner related services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
4. **All NCPA Facilities – Chemical Waste Management, Inc. Seeking Approval to Increase of Authorized Funds for Industrial Waste & Disposal Services Agreement** – Staff is seeking a recommendation for Commission approval to increase the authorized not to exceed amount for industrial waste and disposal services under the three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc. from \$225,000 to \$550,000, with no change to the agreement terms and conditions, 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; Sponsor: Geo*)
5. **All NCPA Facilities, Members, SCPPA – Alpha Analytical Laboratories, Inc. First Amendment to MTCSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc. for various laboratory testing and chemical analysis related services, increasing the not to exceed amount from \$225,000 to \$325,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: Geo*)
6. **NCPA Geo Facility – Veizades & Associates, Inc. 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 Veizades & Associates, Inc. for mechanical, electrical and civil engineering related services, increasing the not to exceed amount from \$225,000 to \$750,000, with no change to the contract term, for continued use at NCPA's Geothermal Facility. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: Geo*)

- 7. All NCPA Facilities, Members, SCPPA – Peterson Power Systems, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Peterson Power Systems, Inc. for miscellaneous inspection, load testing, and preventative maintenance related services, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: Geo)*
- 8. All NCPA Facilities, Members, SCPPA – KGS Group International, Inc. MTPSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with KGS Group International, Inc. for engineering consulting related services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: Hydro)*
- 9. NCPA 2025 Plant Outage Schedule** – Staff is seeking a recommendation for approval of the 2025 Plant Outage Schedule. *(Commission Category: Consent; Sponsor: Generation Services Administration)*
- 10. NCPA CT Facilities – Combustion Turbine Facilities 2025 Outage** – Staff is seeking a recommendation for Commission approval authorizing the Combustion Turbine Facilities 2025 Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not exceed \$627,500, to be funded from the Maintenance Reserve. *(Commission Category: Discussion/Action; Sponsor: CTs)*
- 11. NCPA Geo Facility – Geysers Reservoir Model Calibration & Forecast Project** – Staff is seeking a recommendation for Commission approval of the Geysers Reservoir Model Calibration & Forecast 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 \$263,000 using the approved Geothermal Facility FY 2025 Operations and Maintenance Budget to fund the project. *(Commission Category: Discussion/Action; Sponsor: Geo)*
- 12. NCPA CT Facilities – PG&E Negotiated Gas Transmission Rates** – Staff is seeking a recommendation for Commission approval authorizing the General Manager or his designee to negotiate gas transmission rates with Pacific Gas and Electric (“PG&E”), or accept the standard variable rates, as well as authority to execute agreements Pursuant to D.24-03-002, as approved by the California Public Utility Commission (“CPUC”). *(Commission Category: Discussion/Action; Sponsor: Generation Services Administration)*
- 13. NCPA Hydro Facility – Collierville Powerhouse Tailrace Landslides Repair Project** – Staff is seeking a recommendation for Commission approval of the Collierville Powerhouse Tailrace Landslides Repair Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$1,515,000, and authorizing \$1,515,000 from the approved FY25 Hydroelectric Budget to fund the project. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received. *(Commission Category: Discussion/Action; Sponsor: Hydro)*

- 14. Second Amendment to GSA with Ulteig Operations, LLC for Meter Maintenance** – Staff is seeking a recommendation for approval of a Second Amendment to General Services Agreement between the Northern California Power Agency and Ulteig Operations, LLC for Meter Maintenance. *(Commission Category: Discussion/Action; Sponsor: Power Management)*

INFORMATIONAL ITEMS

- 15. New Business Opportunities** – Staff will provide an update regarding new business opportunities. *(Sponsor: Power Management)*
- 16. NCPA Disaster Recovery Center Update** – Staff will provide an update on the status of activities regarding tenant improvements and buildout of the new property including decommissioning of the leased site. *(Sponsor: Administrative Services)*
- 17. NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. *(Sponsor: Generation Services)*
- 18. Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. *(Sponsor: Power Management)*
- 19. Next Meeting** – The next Facilities Committee meeting is scheduled for September 4, 2024.

ADJOURNMENT

SS/cap



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Minutes

To: NCPA Facilities Committee

From: Carrie Pollo

Subject: July 3, 2024 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Vice Chair Nick Rossow (Redding) at 9:04 am. Attending via teleconference and on-line presentation were Alan Harbottle, Midson Hay and Ben Rings (Alameda), Brad Wilkie (Lompoc), Vincente Rios (Palo Alto), and Monica Nguyen (Santa Clara). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and on-line presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Gridley, Healdsburg, Plumas-Sierra, Port of Oakland, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was not established at the time of roll.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes from the May 1, and June 5, 2024 Facilities Committee meetings.**

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

3. **All NCPA Facilities, Members, SPPA – Worley Group, Inc. MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Worley Group, Inc. for project support services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPPA, and SPPA Members.

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

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

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Worley Group, Inc. for project support related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 on the Commission Consent Calendar.

- 4. All NCPA Facilities, Members, SCPPA – Hatton Crane & Rigging, Inc. MTGSA – Staff** provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Hatton Crane & Rigging, Inc. for crane related services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

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

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hatton Crane & Rigging, Inc. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 on the Commission Consent Calendar.

- 5. All NCPA Facilities, Members, SCPPA – Farwest Insulation Contracting MTGSA – Staff** provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Farwest Insulation Contracting for insulation, electrical tracing, and protective coating related services, with a not to exceed amount of \$3,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Farwest Insulation Contracting for insulation, electrical tracing and protective coating related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 on the Commission Consent Calendar.

- 6. All NCPA Facilities – EverLine Compliance CA, LLC Third Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a Third Amendment to the five-year Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline maintenance operations related services, accepting assignment of the agreement to FR Integrity, LLC dba EverLine Compliance LLC, with no change to the contract term or not to exceed amount, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five-year Multi-Task General Services Agreement with Energy Project Solutions, LLC effective June 1, 2020, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. Effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC. Effective July 25, 2023, NCPA and EverLine Compliance CA, LLC entered into a Second Amendment, removing reference to Agency Members, SCPPA and SCPPA Members and modify Exhibit A to include control room services.

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

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, Third Amendment, previous amendments, and original agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Third Amendment to the Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline operations and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to FR Integrity, LLC dba EverLine Compliance, LLC, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 on the Commission Consent calendar.

- 7. All NCPA Facilities, Members, SCPPA – Conco Services, LLC MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Conco Services, LLC for specialized cleaning and industrial equipment testing services, with a not to exceed amount of \$1,000,000, for use at

all facilities owned and/or operated by NCPA (except LEC), NCPA Members, 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 purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Northern Industrial Construction, Ancon (Ancon Marine dba), Mistras Group, Inc., TEAM Industrial Services, Inc., and Southern Counties Lubricants. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Conco Services LLC for specialized cleaning and testing of industrial equipment services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 on the Commission Consent Calendar.

8. All NCPA Facilities, Members, SCPPA – Plug In America Second Amendment to MTCSA –

Staff presented background information and was seeking a recommendation for Commission approval of a Second Amendment to the Multi-Task Consulting Services Agreement with Plug In America for electrification education and outreach services, to update the Compensation Schedule, for continued use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

NCPA entered into a three-year MTCSA with Plug In America effective December 18, 2020, for an amount not to exceed \$750,000. On June 8, 2023, NCPA and Plug In America entered into a first amendment to the Agreement to extend the term of the Agreement for an additional two-year period. Plug In America has requested adjusted pricing for some of its services provided during the remaining agreement term to address cost increases and to ensure they can continue providing services. This agreement has been used by multiple NCPA Members through NCPA's Support Services program, and there is interest in continuing to utilize Plug In America's services. This second amendment will update the agreement's Compensation Schedule. NCPA has agreements in place for similar services with Acterra: Action for a Healthy Planet and Cool the Earth.

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, Second Amendment, First Amendment, and original agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Plug In America for Electrification Education and Outreach Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 on the Commission Consent Calendar.

- 9. Special Conditions Agreement for Grant Administration for the Plumas-Sierra Rural Electric Cooperative Herlong Battery Energy Storage System (BESS) Project – Staff** provided background information and was seeking a recommendation for approval of the Special Conditions Agreement for Grant Administration by and between the Plumas-Sierra Rural Electric Cooperative (“Plumas”) and the Northern California Power Agency (“NCPA”) (the “Special Conditions Agreement”) for the PSREC Herlong Battery Energy Storage System (“Herlong BESS Project”), and to authorize the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Program Grant (DCIP Program Grant) agreement (the “Grant Agreement”), if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement.

Plumas-Sierra Rural Electric Cooperative (“Plumas”) seeks to reinforce its electric system reliability by developing and constructing a new BESS Project, the Herlong Battery Energy Storage System Project (the “Herlong BESS Project”). To support the development and construction of the Herlong BESS Project, Plumas is seeking partial funding through a DCIP Program Grant. Pursuant to the requirements of the DCIP Program Grant, only state and local agencies, including multijurisdictional entities like the Northern California Power Agency (“NCPA”), can apply for the DCIP Program Grant.

At the request of Plumas, NCPA proposes to act as the applicant and pass-through entity for the DCIP Program Grant, acting on behalf of Plumas. For the DCIP Program Grant, Plumas would act as the DCIP Program Grant sub-recipient and would be responsible for performing all of the work associated with the development and construction of the Herlong BESS Project. As the DCIP Program Grant applicant, NCPA's responsibilities would include oversight of the grant application, designation of Plumas as the DCIP Program Grant sub-recipient, and potentially verifying compliance with the applicable DCIP Program Grant requirements. Plumas will be required to assume all other responsibilities and obligations of the DCIP Program Grant.

As such, NCPA submitted a DCIP Program Grant application on behalf of Plumas on June 17, 2024. The Office of Local Defense Community Cooperation (OLDCC) will notify NCPA and Plumas as to whether the DCIP Program Grant is awarded or not. OLDCC anticipated that it will notify applicants by August 8, 2024. If the application is awarded, in order for NCPA and Plumas to formally accept the DCIP Program Grant, NCPA and Plumas will be required to enter into a formal Grant Agreement with the OLDCC. If the application is awarded, NCPA and Plumas will have the opportunity to review the full terms and conditions of the Grant Agreement, and upon such review will have the opportunity to either accept or reject the DCIP Program Grant at that juncture. If upon such review, including review by the NCPA General Counsel, NCPA and Plumas agree to the terms and conditions of the Grant Agreement to accept the DCIP Program Grant, the deadline for executing the Grant Agreement is September 17, 2024.

If OLDCC awards the DCIP Program Grant to NCPA and Plumas, all three parties will enter into a Grant Agreement, and the Grant Agreement will establish NCPA as a pass-through entity for the DCIP Program Grant and Plumas will be designated as a sub-recipient. Each of these roles are allowed under the terms of the DCIP Program Grant.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval of the Special Conditions Agreement for Grant Administration by and between the Plumas-Sierra Rural Electric Cooperative (“Plumas”) and the Northern California Power Agency (“NCPA”) (the “Special Conditions Agreement”) for the PSREC Herlong Battery Energy Storage System

(“Herlong BESS Project”), and to authorize the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Program Grant (DCIP Program Grant) agreement (the “Grant Agreement”), if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement. This item will move forward to the next Commission Meeting scheduled for July 25, 2024 under the Discussion/Action items.

INFORMATIONAL ITEMS

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

NCPA RFP for Renewable Energy Resources – Staff is still reviewing the responses to the NCPA 2024 Renewable/Storage RFP. This should be completed by the end of July. NCPA staff have received a number of questions regarding the RFP. Member interest depends on the size and type of resource. More battery storage is needed for most Members. Redding needs more RECs. Alameda will join projects based on the interest per Members. Most Members already have enough solar in their portfolios. NCPA to contact certain parties to let them know they have been shortlisted. NCPA will also contact the proposals with no Member interest to let them know as well. Please contact staff with your particular interest, needs and size.

11. Combined Integrated Resource Plan 2024 – Staff provided notice to the Committee that the 2024 Combined Integrated Resource Plan for 2024 (IRP) had been completed, accepted and filed with Western on behalf of the NCPA Pool Members. The Combined Integrated Resource Plan 2024 is available on NCPA Connect.

12. NCPA Disaster Recovery Center Update – Staff informed the Committee that the technical manual had been finalized. Lionakis submitted the plan check to the city on Monday, July 1. Staff should hear back from the city sometime next week.

13. NCPA 2025 Plant Outage Schedule – Staff presented an overview of the draft 2025 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, impact from weather and accessibility (such as snow), market and grid sensitivity, and parts availability. Outages are generally avoided in June, July, August, and during the winter heat load. Other considerations include contractor availability, as NCPA competes with many other power plant operators, and transmission outage coordination with PG&E. Assumptions and opportunity costs were provided to help with an economic approach.

CT1 Alameda Units 1 and 2 will be in a dual outage from January 1 – 31, 2025 for routine annual maintenance. CT2 and LEC are both in an outage from April 1 – April 30, 2025. Geo Plant 1 Units 1 and 2 are in a dual unit outage for 31 days from May 1 – 31, 2025. Collierville Units 1 and 2 will be in a dual outage October 4, and October 6, 2025 for routine annual maintenance. Please contact staff with any questions, concerns, or feedback you may have regarding the 2025 planned outage schedule. Staff will bring this item back in August for approval and submission to the CAISO.

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

Geo – The average net generation for the month of June was 78.1 MW. The total net generation was 56.3 GWh. FY 2024 net generation goal = 743.8 GWh. FY forecast net generation was 743.8 GWh. The FY actual net generation was 542.8 GWh at 27% below the forecast due to the unit outages at Geo. Plant 1, Unit 2 casing work has been completed. The Unit 2 turbine is currently scheduled to be shipped on July 13th and arrive July 17th for assembly. We are working with RTS to improve the completion date. The Plant 1 Unit 2 Cooling Tower fill has been completed. The Geo asset report was reviewed for the month of June.

▪ **Key Projects Updates**

- Plant 2 – Fire System Alarm Annunciators – Moved out to July & Aug – CEC approval
- Plant 2 – MCC 480V Project – Install in 2025 – Eng. has been awarded.
- Plant 2 – Cooling Tower Fans & Stairs – FY 2024/2025 – Fans were ordered in June
- SEGEP Air Compressors – Ordered equipment in June

Hydro – During the month of June, Collierville (CV) Power House was at 97% availability due to Aero Fire Public Safety per CalFire. New Spicer Meadows (NMS) Powerhouse was at 100%. The monthly generation profiles for CV and NMS were shared with the Committee. Precipitation is at 32.7 inches. Hydrology is now tracking slightly below seasonal normal range for snow and rain this year. All the snow is now melted. The Aero Fire ignited on June 17 at 4:00 pm with a very rapid rate of expansion and high winds. CalFire requested de-energization of the 230kV lines. Ultimately there was no damage to the NCPA infrastructure. No water-for-generation was lost during the incident. The Lake Alpine Handrail project is nearly complete. Road maintenance was performed at McKays and the North Fork during the month.

Upper Reservoir Positions

- Alpine/Union/Utica/Spicer: 94%/100%/100%/97%

New Spicer Meadows Reservoir Storage

- Crested at 188,110 acre feet on June 10
- 1,835, acre feet increase (1%) month-over-month
- 182,200-acre feet to 184,055-acre feet
- Spicer draft increased to 275 cfs

CTs – CT1 had 2 Ghost starts and 1 actual of 0 forecasted. FYTD total is 69 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 27 starts.

▪ **Outages**

- **CT1 Lodi** – A Telemetry outage was taken on 6/20/24 @ 0830 through 1200 to test our ECN Network vs. internet business network as we continue to have comm's latency issues. Seems to work a little better on our business network. We have reached out to Drake, as they are some issues with the new controls and refresh time, awaiting Drake's response. OMS Ticket #16010227
- **CT1 Alameda U1/U2** – On 6/13/24 @ 1341 through 6/18/24 @ 1630, we enacted the 3-hour CAISO notification for dispatch as the comm's in Alameda (AT&T) were dropping in/out, very unstable. A trouble ticket was called in and AT&T resolved the issue. OMS Tickets # 15974281 & 15974284.
- **CT2 STIG** – Available

▪ **CT1 Lodi Run Hours**

- YTD hours 13.37 of 200 Allowed (based on calendar year)

▪ **CT1 Alameda Diesel Hours**

- U1= 5.27 hrs. of 42 (during any consecutive 12-month period)
- U2= 2.77 hrs. of 42 (during any consecutive 12-month period)

- **Safety**
 - No issues to report
- **Environmental**
 - No issues to report

Staff reviewed the CAISO Commitment Runs for June 2024.

16. Planning and Operations Update

- **Resource Integrations**
 - Lodi Strategic Reserve Resource – Pending COD
 - Sagebrush BESS – Aug 2024
 - Tumbleweed BESS – July 2024
 - Other PV / BESS integrations
 - **Summer Readiness Activities**
 - **Resource Development**
 - ZWEDC – negotiations complete
 - Grace Solar Project – negotiations complete
 - NCPA Renewable RFP – Under Review
 - **Ongoing daily operational activities**
- The 7-day RA Capacity trend was reviewed and discussed

17. Next Meeting – The next regular Facilities Committee meeting is scheduled for August 7, 2024.

ADJOURNMENT

The meeting was adjourned at 11:32 am by the Committee Vice Chair.

**Northern California Power Agency
July 3, 2024 Facilities Committee Meeting
Attendance List**

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

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

**Northern California Power Agency
July 3, 2024 Facilities Committee Meeting
Attendance List**

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

[illegible]



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Minutes

To: NCPA Facilities Committee

From: Carrie Pollo

Subject: June 5, 2024 Facilities Committee Meeting Minutes

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

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INFORMATIONAL ITEMS

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

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

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

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

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

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

Server Room HVAC Next Steps

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

Upcoming Milestones

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

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

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

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

Staff reviewed the CAISO Commitment Runs for May 2024.

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

▪ **Wildfire Mitigation Plan Update**

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

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

Upper Reservoir Positions

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

New Spicer Meadows Reservoir Storage

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

16. Planning and Operations Update

▪ **Resource Integrations**

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

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

▪ **Resource Development**

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

▪ **Ongoing daily operational activities**

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

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

ADJOURNMENT

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

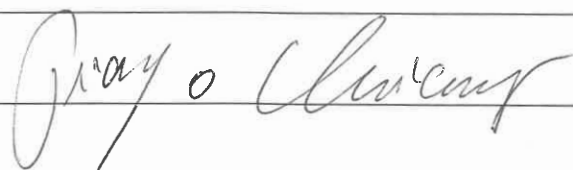

DRAFT

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

[illegible]

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

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

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



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Minutes

To: NCPA Facilities Committee

From: Carrie Pollo

Subject: May 1, 2024 Facilities Committee Meeting Minutes

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

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

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

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

- 3. All NCPA Facilities, Members, SPPA – Mechanical Analysis Repair, Inc. dba Martech MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Mechanical Analysis Repair, Inc. dba Martech for machining and motor maintenance services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPPA, and SPPA Members.

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

Motion: A motion was made by Josh Cook and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Mechanical Analysis Repair, Inc. dba Martech for machining and motor maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INFORMATIONAL ITEMS

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

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

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

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

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

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

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

Upcoming Milestones

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

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

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

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

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

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

▪ Safety

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

▪ **Unit 1 – Unit 1 Update**

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

▪ **Plant 1 – Unit 2 Update**

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

▪ **Establishing the Geo Team**

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

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

Upper Reservoir Positions

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

New Spicer Meadows Reservoir Storage

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

Current Events

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

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

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

Staff reviewed the CAISO Commitment Runs for March 2024.

16. Planning and Operations Update

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

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

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

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

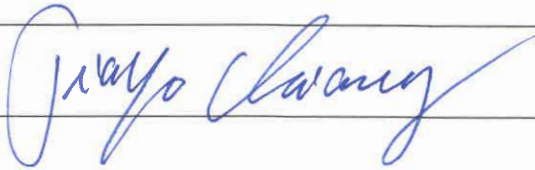

ADJOURNMENT

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

DRAFT

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

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

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



Cti Controltech, Inc.

Multi-Task General Services Agreement

Facilities Committee
August 7, 2024

Background

- This is a current NCPA vendor.
- The current agreement with Cti Controltech is expiring.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members
- Similar Agreements in Place:
 - Air Hygiene International
 - Montrose Air Quality Services

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$500,000
- Services Provided:
 - Design/Engineering/Configuration/Documentation/Field Engineering/Surveying
 - Boiler/Burner Support including:
 - System and Component Set-Up / Testing / Training
 - Supervision / Consultation / Calibration
 - Boiler Load Tests
 - Start-Up / Maintenance
- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

Environmental Analysis

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

Proposal

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

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

AGENDA CATEGORY: Consent

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

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

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

BACKGROUND:

Various boiler and burner related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Air Hygiene International and Montrose Air Quality Services.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Multi-Task General Services Agreement with CTi Controltech, Inc.

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH CTI
CONTROLTECH, INC.**

(reference Staff Report XXX:24)

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

WHEREAS, CTi Controltech, Inc. is a provider of these services; and

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

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CTI CONTROLTECH, 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 CTi Controltech, Inc., a Delaware corporation] with its office located at 22 Beta Court, San Ramon, CA 94583 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident. An alternate employer endorsement shall be endorsed to the Workers Compensation coverage naming Agency as an alternate employer.

4.2 Commercial General and Automobile Liability Insurance.

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

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

insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

5.2 Scope for Professional Services. For services including those provided by licensed architects, licensed engineers, licensed landscape architects, and/or licenses land surveyors, Contractor 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 Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.3 Scope for General Services. 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), judgements 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.

5.4 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential

Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced

in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

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

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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

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

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

conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

CTi Controltech, Inc.
Attention: George Conostas
22 Beta Court
San Ramon, CA 94583

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

CTI CONTROLTECH, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

GEORGE CONSTAS,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

CTi Controltech, Inc. ("Contractor") shall provide boiler and burner maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Design/Engineering/Configuration/Documentation/Field Engineering/Surveying
- Boiler/Burner Support including:
 - System and Component Set-Up
 - Testing
 - Training
 - Supervision
 - Consultation
 - Calibration
 - Boiler Load Tests
 - Start-Up
 - Maintenance

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

<u>Discipline</u>	<u>Base Rate</u>
Controls Engineer	\$275/hr
Project Manager / Engineer	\$260/hr
Systems Engineer	\$260/hr
Service Technician	\$250/hr
CAD Technician	\$200/hr

The above rates are straight time, normal working hours of 8:00am to 5:00pm, Monday through Friday excluding CTi Controltech recognized holidays. Outside of normal working hours, overtime multiplier shall apply as follows:

Outside of normal working hours, hours in excess of 8 hours/day and Saturdays x 1.5

Excess of 12 hours/day x 2.0

Sundays and holidays x 2.0

Minimum Billing

The minimum billing will be four (4) hours unless otherwise stated in the quotation. All billing will be made in one-half (½) hour increments. Off-site standby billing is a minimum of four (4) hours at that day's rate.

Miscellaneous Materials

Any miscellaneous materials required to complete the job will be billed at cost +15% unless otherwise stated in the quotation.

Travel Time and Living Expenses

The maximum billing for travel time, at the applicable rate, will be eight (8) hours per man for any one calendar day. Travel time and expenses for each man are portal to portal. Travel, meals and lodging will be billed at actual cost plus 15%. Mileage to and from the job site in company vehicle will be invoiced at current IRS rates.**

Cancellation or Change Notification

Three (3) day notification of cancellation and/or schedule change is required. Otherwise, the job will be billed in its entirety.

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

CTi Controltech, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Chemical Waste Management, Inc. – Seeking Approval to Increase Authorized Funds for Industrial Waste & Disposal Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to increase the authorized not-to-exceed amount for industrial waste and disposal services under the three-year Industrial Waste & Disposal Services Agreement – Kettleman Hills landfill location with Chemical Waste Management, Inc. from \$225,000 to \$550,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.

BACKGROUND:

Industrial waste and disposal services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. Effective April 15, 2022, NCPA entered into a three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc to provide hazardous waste disposal services for NCPA Plant facilities on an as-needed basis. While the original agreement did not stipulate a dollar amount, NCPA executed the agreement with an authorized not-to-exceed amount of \$225,000, to be managed through its accounting systems process.

This agreement has been used frequently for ongoing hazardous waste disposal of sulfur material as well as larger projects, such as the Geothermal Plant 2 Cooling Tower Basin Cleanout Project, and the authorized funds for services under this agreement are running low. Staff is now seeking Commission approval to increase the authorized funds for this agreement from not-to-exceed \$225,000 to not-to-exceed \$550,000.

NCPA does not have any agreements in place for similar services with additional vendors at this time.

FISCAL IMPACT:

Upon Commission approval, the total authorized not-to-exceed amount for services under the agreement will increase from \$225,000 to \$550,000. As stated above, the agreement does not include an explicit not-to-exceed dollar amount, but NCPA manages the authorized dollar amount through its accounting system process. 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. Because of the nature of the hazardous materials being disposed of under this agreement, NCPA does not have any agreements in place for similar services with additional vendors at this time. NCPA previously had an enabling agreement with Chemical Waste Management's facility in Arlington, Oregon for hazardous waste disposal, however, utilizing that facility is not only cost prohibitive due to the trucking distance (approximately 613 miles) but also comes with increased risk due to hauling hazardous materials so far. For this reason, NCPA awards this work to Chemical Waste Management on a Sole Source Basis. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc.

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
SEEKING APPROVING TO INCREASE AUTHORIZED FUNDS TO THE INDUSTRIAL WASTE &
DISPOSAL SERVICES AGREEMENT WITH CHEMICAL WASTE MANAGEMENT, INC.**

(reference Staff Report #XXX:24)

WHEREAS, industrial waste and disposal services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA; and

WHEREAS, effective April 15, 2022, NCPA entered into a three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc to provide hazardous waste disposal services for NCPA Plant facilities on an as-needed basis; and

WHEREAS, while the original agreement did not stipulate a dollar amount, NCPA executed the agreement with an authorized not-to-exceed amount of \$225,000, to be managed through its accounting systems process; and

WHEREAS, this agreement has been used frequently for ongoing hazardous waste disposal of sulfur material as well as larger projects, such as the Geothermal Plant 2 Cooling Tower Basin Cleanout Project, and the authorized funds for services under this agreement are running low; and

WHEREAS, NCPA is now seeking Commission approval to increase the authorized funds for this agreement from not-to-exceed \$225,000 to not-to-exceed \$550,000; 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 increase the authorized not-to-exceed amount for industrial waste and disposal services under the three-year Industrial Waste & Disposal Services Agreement – Kettleman Hills landfill location with Chemical Waste Management, Inc. from \$225,000 to \$550,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: CWM - Kettleman Hills Landfill
A WASTE MANAGEMENT COMPANY

Address: 35251 Old Ship Lane Road
City/State/Zip: Kettleman City, CA 93221

DocuSigned by:
Signed: Eric Lynch
Name: Eric Lynch
Title: Area Dir - MandI Sales

Address: 851 Commerce Drive
City/State/Zip: Roseville, CA 95678

Signed: Randy S. Howard
Name: Randy S. Howard
Title: General Manager

Effective Date: 04/20/22 Date: 4/15/2022 Term: 3 years

AGREEMENT

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("The Company").

TERMS AND CONDITIONS

1. **SERVICES PROVIDED.** The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"), and Company shall have the exclusive right to manage all such Industrial Waste. "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated-ide-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. **CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. **TERM OF AGREEMENT.** The Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months commencing on the Effective Date set forth above.

(In accordance with Section 8) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries, reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. **SPECIAL HANDLING, TITLE.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. **COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranty and hereby disclaims any other warranty, whether implied or statutory.

7. **LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors' entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. **CHARGES AND PAYMENTS.** Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recover all or any portion of, disposal, transportation, processing and fuel costs or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have

4. **INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY:

CWM - Kettleman Hills Landfill

A WASTE MANAGEMENT COMPANY

Address:

City/State/Zip:

Signed:

DocuSigned by:

Eric Lynch

3046C9BDF16546B Authorized Signature
Eric Lynch

Name:

Area Dir - MandI Sales

Title:

Effective Date:

Date

CUSTOMER: Northern California Power Agency

Address:

651 Commerce Drive

City/State/Zip

Roseville CA 95678

Signed:

Name:

Randy S Howard

Title:

General Manager

Initial Term:

3 years

Date

4/15/2022

AGREEMENT

Approved as to form:
Janel E. Luckhauff

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

- SERVICES PROVIDED.** The Company and/or its affiliates will provide Customer with collection, management/transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"), and Company shall have the exclusive right to manage all such Industrial Waste. "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").
- CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.
- TERM OF AGREEMENT.** The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each (Renewal Term), with Initial Term, collectively, the "Term" unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless

(in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries, reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors' entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing and fuel costs or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increases in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have

otherwise agreed to a different CPI as stated in an Exhibit A. Without limiting the foregoing, Company also reserves the right to adjust all pricing provided in an Exhibit A at any time with ten (10) days' advance written notice to Customer. Changes to the Charges payable under this Agreement may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, pandemics, epidemics, inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. The following shall apply to the collection and recycling of fiber and non-fiber recyclables ("Recyclable Materials"). Special terms and conditions, if any, with respect to such Services shall be set forth on an exhibit to this Agreement and shall be incorporated herein. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper, flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. All Single Stream must be clean, dry, unshredded, empty, loose and unbagged. (ii) Source-separated wastepaper, cardboard, plastics and metals shall consist of Customer's entire volume of such materials and be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iii) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's cost. (iv) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to property, personnel or the public or materially impair the strength or the durability of structures or equipment (all "Excluded Materials"). (v) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer may be charged a contamination fee for increased handling, processing, transportation and disposal, including profit margin, related to such non-conforming Recyclable Materials and any Recyclable Materials which contain Excluded Materials. Additional

charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. (v) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, an RMO credit may apply, at Company's sole discretion.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay any outstanding Charges for the services performed the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

15. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s) or otherwise under its care, custody and control. Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Except as required by law, including specifically the California Public Records Act, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement; (e) Company shall act as an independent contractor pursuant to this Agreement and nothing herein shall create a partnership, joint

venture or any other relationship between the parties.

Certificate Of Completion

Envelope Id: 788D87BEFC5A4DB7BB7ED3EE949C26C7
 Subject: Please DocuSign: Chemical_Waste_Management_Kettleman_Hills_2022.pdf
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Eric Lynch
 P.O. Box 4745
 Portland , OR 97208-4745
 elynch2@wm.com
 IP Address: 98.37.239.123

Record Tracking

Status: Original
 4/26/2022 2:21:42 PM

Holder: Eric Lynch
 elynch2@wm.com

Location: DocuSign

Signer Events

Eric Lynch
 elynch2@wm.com
 Area Dir - Mandl Sales
 CWM - Kettleman Hills Landfill
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 3046C98DF16545B...

Signature Adoption: Pre-selected Style
 Signed by link sent to elynch2@wm.com
 Using IP Address: 98.37.239.123

Timestamp

Sent: 4/26/2022 2:25:06 PM
 Viewed: 4/26/2022 2:25:28 PM
 Signed: 4/26/2022 2:28:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2022 2:25:06 PM
Certified Delivered	Security Checked	4/26/2022 2:25:28 PM
Signing Complete	Security Checked	4/26/2022 2:28:44 PM
Completed	Security Checked	4/26/2022 2:28:44 PM
Payment Events	Status	Timestamps



Chemical Waste Management Seeking Approval to Increase Authorized Funds for Industrial Waste & Disposal Services Agreement

Facilities Committee
August 7, 2024

Background

- NCPA entered into a Three-Year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc., effective April 15, 2022, for industrial waste and disposal services at Kettleman Hills landfill facility.
- The current agreement was set up with a not-to-exceed amount of \$225,000
- This agreement has been used frequently for ongoing hazardous waste disposal of sulfur material as well as larger projects, such as Geothermal Facility Plant 2 Cooling Tower Basin Cleanout Project, and the authorized funds for services under this agreement are running low.
- Increase the authorized not-to-exceed amount from \$225,000 to \$550,000 for the remainder of the contract term.

General Scope of Work

- Cost = Not to Exceed \$550,000
- Services Provided:
 - Industrial Waste & Disposal Services at Kettleman Hills landfill facility.
- Similar Agreements in Place:
 - NCPA does not have any agreements in place for similar services with additional vendors at this time.
 - NCPA previously had an enabling agreement with Chemical Waste Management's facility in Arlington, Oregon for hazardous waste disposal, however, utilizing that facility is not only cost prohibitive due to the trucking distance (approximately 613 miles) but also comes with increased risk due to hauling hazardous materials so far.

Environmental Analysis

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

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval to increase the authorized not-to-exceed amount for industrial waste and disposal services under the three-year Industrial Waste & Disposal Services Agreement – Kettleman Hills landfill location with Chemical Waste Management, Inc. from \$225,000 to \$550,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA.



Alpha Analytical Laboratories, Inc. First Amendment to Multi-Task Consulting Service Agreement

Facilities Committee
August 7, 2024

Background

- NCPA entered into a Five-Year Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc. effective September 24, 2020, for various laboratory testing and chemical analysis services.
- The agreement was set up with a not-to-exceed amount of \$225,000
- This agreement has been primarily used by the Geothermal Facility for laboratory testing and chemical analysis, and the agreement is running low on funds.
- The First Amendment will increase the NTE from \$225,000 to \$325,000 for the remainder of the agreement term.

General Scope of Work

- Cost = Not to Exceed \$325,000
- Services Provided:
 - Water Analysis
 - Sulfur Analysis
 - Geothermal Scale
- It is recommended to place this item on the consent calendar.
- Similar Agreements in Place:
 - Thermochem, Inc.

Environmental Analysis

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

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the First Amendment to the Five-Year Multi-Task Consulting Services Agreement between NCPA and Alpha Analytical Laboratories, Inc., increasing the not to exceed amount from \$225,000 to \$325,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Alpha Analytical Laboratories, Inc. – First Amendment to Five-Year Multi-Task Consulting Services Agreement for Laboratory Testing and Chemical Analysis Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc for various laboratory testing and chemical analysis services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$325,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Various laboratory testing and chemical analysis services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA entered into a five-year Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc., effective September 24, 2020, for an amount not-to-exceed \$225,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has been primarily used by the Geothermal Facility for laboratory testing and chemical analysis, and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task Consulting Services Agreement, increase the not-to-exceed amount from \$225,000 to \$325,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with Thermochem, Inc.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$325,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-XX
- Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc.
- First Amendment to Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc.

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH ALPHA ANALYTICAL LABORATORIES, INC.**

(reference Staff Report #XXX:24)

WHEREAS, various laboratory testing and chemical analysis services are required from time to time for operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, effective September 24, 2020, NCPA entered into a Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, the agreement has been primarily used by the Geothermal Facility for laboratory testing and chemical analysis, and is now running low on funds; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task Consulting Services Agreement to increase the not to exceed amount from \$225,000 to \$325,000 to ensure sufficient funds are available for the remainder of the contract term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$325,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ALPHA ANALYTICAL LABORATORIES, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Alpha Analytical Laboratories, Inc., a corporation with its office located at 208 Mason Street, Ukiah, CA 95482 ("Consultant") (together sometimes referred to as the "Parties") as of September 24, 2020 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND** dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. 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 two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured 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, SCPA or SCPA 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Robbie C. Phillips
President
Alpha Analytical Laboratories, Inc.
208 Mason Street
Ukiah, CA 95482

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

10.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or

agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

10.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date 9/24/20



RANDY S. HOWARD, General Manager

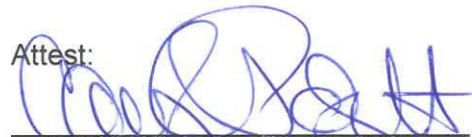
ALPHA ANALYTICAL LABORATORIES, INC.

Date 9-16-20



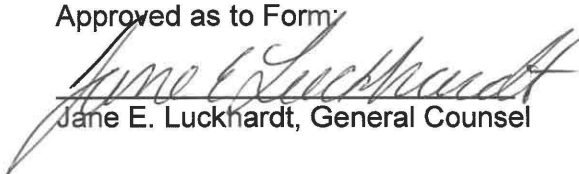
ROBERT C. PHILLIPS, President

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Alpha Analytical Laboratories, Inc., ("Consultant") shall provide various laboratory testing and chemical analysis for but not limited to the following, as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

Services include:

- Water Analysis
- Sulphur Analysis
- Geothermal Scale

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price
Other (W)				
Digest-Metals (Sulphur Furnace Digest)	-	1	10	\$10.00
Handling & Disposal	-	1	10	\$3.00
Hg EPA 7471 Modified for Sulphur	EPA 7471M	1	10	\$65.00
Hg EPA 7471 Standard	EPA 7471A	1	10	\$65.00
V EPA 6010 Standard	EPA 6010B	1	10	\$25.00

Turnaround Pricing

Digest-Metals (Sulphur Furnace Digest) by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$12.50	\$12.50
3 days	2 days	1 day	Same Day			
\$12.50	\$15.00	\$20.00	\$30.00			

Handling & Disposal by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
3 days	2 days	1 day	Same Day			
\$3.00	\$3.00	\$3.00	\$3.00			

Hg EPA 7471 Standard by EPA 7471A

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$65.00	\$68.25	\$71.50	\$74.75	\$78.00	\$81.25	\$91.00
3 days	2 days	1 day	Same Day			
\$97.50	\$113.75	\$130.00	\$195.00			

Hg EPA 7471 Modified for Sulphur by EPA 7471M

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$81.25	\$81.25
3 days	2 days	1 day	Same Day			
\$81.25	\$97.50	\$130.00	\$195.00			

Turnaround Pricing

V EPA 6010 Standard by EPA 6010B

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$25.00	\$26.25	\$27.50	\$28.75	\$30.00	\$31.25	\$35.00
3 days	2 days	1 day	Same Day			
\$37.50	\$43.75	\$50.00	\$75.00			

Analysis Details							
Analyte	MDL	Reporting Limit	Surrogate %R	Dup RPD	Matrix Spike %R RPD	Blank Spike %R RPD	
Metals by EPA 6000/7000 Series Methods							
Hg EPA 7471 Standard in Other (W) (EPA 7471A)							
Mercury	0.050	0.20 mg/kg		20	60 - 140	20	80 - 120 20
V EPA 6010 Standard in Other (W) (EPA 6010B)							
Vanadium	0.20	5.0 mg/kg		20	70 - 130	20	85 - 115 20
Metals by Modified EPA 6000/7000 Series Method							
Hg EPA 7471 Modified for Sulphur in Other (W) (EPA 7471)							
Mercury	1.0	1.0 mg/kg		20	60 - 140	20	80 - 120 20

Container Information				
Analysis	Container	Preservation	Volume Required	Hold (Days)
Matrix: Other (W)				
Hg EPA 7471 Modified for Sulphur	2 oz. jar	<6°C	25g	28
Hg EPA 7471 Standard	2 oz. jar	<6°C	25g	28
V EPA 6010 Standard	4 oz. jar	None	1g	180

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

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

NOTE: As a public agency, NCPA shall not reimburse 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, Bobie Phillips
(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

Alpha Analytical Labs, 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 16 day of Sept, 20 20.

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



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ALPHA ANALYTICAL LABORATORIES, INC.**

This First Amendment (“Amendment”) to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Alpha Analytical Laboratories, Inc. (“Consultant”) (collectively referred to as “the Parties”) as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective September 24, 2020, (the “Agreement”) for Alpha Analytical Laboratories, Inc. to provide various laboratory testing and chemical analysis services at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority (“SCPPA”) or SCPPA members, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a not to exceed amount of \$225,000 to a not to exceed amount of \$325,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows: Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE HUNDRED TWENTY-FIVE THOUSAND** dollars (\$325,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 10.7 Contract Administrator is replaced in its entirety as follows:

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.

///

///

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

ALPHA ANALYTICAL LABORATORIES, INC.

RANDY S. HOWARD, General Manager

ROBERT C. PHILLIPS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Veizades & Associates, Inc. – First Amendment to Five Year Multi-Task Professional Services Agreement for Mechanical, Electrical, or Civil Engineering Services; Applicable to the following: Geothermal Facility.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Veizades & Associates, Inc. for mechanical, electrical, or civil engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, with no change to the contract term, for continued use at NCPA's Geothermal Facility.

BACKGROUND:

Mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of NCPA's Geothermal Facility. NCPA entered into a five-year Multi-Task Professional Services Agreement with Veizades & Associates, Inc. effective March 22, 2021 for an amount not to exceed \$225,000 at for use at NCPA's Geothermal Facility.

This agreement has been used by the Geothermal Facility extensively during the previous years, and the agreement is running low on funds. NCPA now desires to enter into a First Amendment to the current Multi-Task General Professional Services Agreement, increasing the not to exceed amount from \$225,000 to \$750,000 to ensure there are sufficient funds available for the remainder of the contract term, and amending Exhibit B – Compensation Schedule and Hourly Fees to reflect an increase in costs for existing and additional services, as requested by the vendor. This agreement will continue to be available for use at the Geothermal Plant Facility.

NCPA has agreements in place for similar services with Coffman Engineers, Inc., GHD, Inc., Power Engineers and Mesa Associates, Inc.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$750,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-XX
- Multi-Task Professional Services Agreement with Veizades & Associates, Inc.
- First Amendment to Multi-Task Professional Services Agreement with Veizades & Associates, Inc.

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH VEIZADES & ASSOCIATES, INC.

(reference Staff Report #XXX:24)

WHEREAS, mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of NPCA's Geothermal Facility; and

WHEREAS, the Northern California Power Agency (NCPA) and Veizades & Associates, Inc entered into a Multi-Task General Services Agreement, effective March 22, 2021 to provide such services; and

WHEREAS, this agreement has been used extensively during the previous years, and the agreement is running low on funds; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term, and amend Exhibit B – Compensation Schedule and Hourly Fees to reflect an increase in costs for existing and additional services, as requested by the vendor; 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 any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, with no change to the contract term, for continued use at NCPA's Geothermal Facility.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
VEIZADES & ASSOCIATES, INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Veizades & Associates, Inc., a corporation with its office located at 5 Third Street, Suite 400, San Francisco, CA 94103 ("Consultant") (together sometimes referred to as the "Parties") as of March 22, 2021 ("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.** Services provided under this Agreement by Consultant may include Services directly to the 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 does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2.

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

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

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

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
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 \$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 hired and non-owned vehicles. 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. 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 two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) Consultant shall obtain extended reporting coverage (tail coverage) or renewal coverage with the same liability limits for a minimum of 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 Additional Certificates and Endorsements. 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 ensues 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 clause. This indemnification clause shall apply to any damages as set forth in section 5.2 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 that 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 that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** Not applicable.
- 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Olga M. Etcheverry
Office Manager
Veizades & Associates, Inc.
Consulting Engineers
5 Third Street, Suite 400
San Francisco, CA 94103

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

VEIZADES & ASSOCIATES, INC.

Date 3/22/21

Date MARCH 12, 2021

Randy S. Howard
RANDY S. HOWARD, General Manager

Henry Veizades
HENRY VEIZADES, President

Attest:
[Signature]
Assistant Secretary of the Commission

Approved as to Form:
Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Veizades & Associates, Inc. ("Consultant") shall provide mechanical, electrical, or civil engineering services dedicated to the geothermal industry as requested by Northern California Power Agency ("Agency") for use at the Geothermal Plant Facility.

Such services will include, but are not limited to:

- Providing certified engineered drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports.

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:



VEIZADES & ASSOCIATES, INC.
CONSULTING ENGINEERS

RATES FOR OUR PROFESSIONAL SERVICES

(Effective July 1, 2019)

<u>STAFF POSITION</u>	<u>RATES</u>
Project Director	\$250.00
Engineering Manager	\$225.00
Senior Consultant	\$210.00
Project Manager	\$185.00
Project Engineer	\$170.00
Reservoir Engineer	\$180.00
Design Engineer	\$160.00
Junior Engineer	\$140.00
CAD Manager	\$140.00
CAD Designer	\$130.00
Office Manager	\$110.00
Services of Special Consultants/Subcontractors	At cost plus 15% handling charges
Shipping, reproduction, Travel Expenses, Telecommunications	At cost plus 10% handling charges
Mileage	\$0.575 per mile
In- House Reproduction:	
8 1/2 x 11"	No Charge
11 x 17" Prints	\$.50 each
11 x 17" Color Prints	\$2.50 each
Full Size CAD Drawings	\$7.50 each

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



**FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND
VEIZADES & ASSOCIATES, INC.**

This First Amendment ("Amendment") to Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Veizades & Associates, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective March 22, 2021, (the "Agreement") for Veizades & Associates, Inc. to provide mechanical, electrical, or civil engineering services at the NCPA Geothermal Plant Facility, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a not to exceed amount of \$225,000 to a not to exceed amount of \$750,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2024 calendar year and to allow for annual rate increases for new purchase orders upon 30 days' advance written notice; and

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

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

WHEREAS, the Parties now desire to amend Section 10.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 10.7 contract Administrator is replaced in its entirety as follows:

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

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

VEIZADES & ASSOCIATES, INC.

RANDY S. HOWARD, General Manager

HENRY VEIZADES, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed 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:



RATES FOR OUR PROFESSIONAL SERVICES

(Effective June 1, 2024)

<u>STAFF POSITION</u>	<u>RATES</u>
Project Director	\$290.00
Engineering Manager	\$260.00
Senior Consultant / Senior Project Manager	\$230.00
Project Manager	\$220.00
Project Engineer	\$200.00
Design Engineer	\$185.00
Junior Engineer	\$170.00
CAD Manager	\$185.00
Senior CAD Designer	\$170.00
Office Manager	\$130.00
Services of Special Consultants/Subcontractors	At cost plus 15% handling charges
Shipping, reproduction, Travel Expenses, Telecommunications	At cost plus 10% handling charges
Mileage	IRS Posted Rates
Drone Service Charged	\$300/day
In- House Reproduction:	
8 ½ x 11"	No Charge
11 x 17" Prints	\$.50 each
11 x 17" Color Prints	\$2.50 each
Full Size CAD Drawings	\$7.50 each

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

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



Veizades & Associates, Inc.
First Amendment to
Multi-Task Professional Services Agreement

Facilities Committee
August 7, 2024

Background

- NCPA entered into a Five Year Multi-Task Professional Services Agreement with Veizades & Associates, Inc., effective March 22, 2021, to provide mechanical, electrical, or civil engineering services for the Geothermal Plant Facility.
- This agreement was set up with a not-to-exceed amount of \$225,000
- The Geothermal Facility uses them extensively to perform geothermal engineering services for the entire facility.
- The First Amendment will increase the NTE from \$225,000 to \$750,000 for the remainder of the agreement term.

General Scope of Work

- Cost = Not to Exceed \$750,000
- Scope of Work –
 - Providing certified engineered drawings
 - AutoCAD drawings
 - Technical specification
 - Piping and instrumentation diagrams
 - Engineering evaluations, calculations and reports.
- Similar Agreements in Place:
 - Coffman Engineers, Inc.
 - GHD, Inc.
 - Power Engineers
 - Mesa Associates, Inc.

Environmental Analysis

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

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the First Amendment to the Five Year Multi-Task Professional Services Agreement between NCPA and Veizades & Associates, Inc. for mechanical, electrical, or civil engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, with no changes to the contract term, for continued use at NCPA's Geothermal Facility.



Peterson Power Systems, Inc. Multi-Task General Services Agreement

Facilities Committee
August 7, 2024

Background

- This is a current NCPA vendor.
- Enabling agreement. No commitment of funds
- It is recommended to place this item on the consent calendar.
- For use by all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- Agreements with other vendors for similar work:
 - Koffler Electric Mechanical Apparatus Ind. dba Kemar
 - Vince Sigal Electric, Inc.

General Scope of Work

- Term of agreement = 5 years
- Cost = Not to Exceed \$1,000,000
- Scope of Work
 - Services to include, but not limited to the following:
 - Provide miscellaneous inspection, testing, and preventive maintenance related services.
- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

Environmental Analysis

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

Proposal

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

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

AGENDA CATEGORY: Consent

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

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

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

BACKGROUND:

Miscellaneous inspection, testing, and preventive maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently had an agreement in place with Peterson Power Systems, Inc., which has expired. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Koffler Electric Mechanical Apparatus Ind. DbA Kemar, and Vince Sigal Electric, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On August 12, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-XX
- Multi-Task General Services Agreement with Peterson Power Systems, Inc.

RESOLUTION 24-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH PETERSON
POWER SYSTEMS, INC**

(reference Staff Report #XXX:24)

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

WHEREAS, Peterson Power Systems, Inc. is a provider of these services; and

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

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PETERSON POWER SYSTEMS, 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 Peterson Power Systems, Inc., a corporation with its main office located at 2828 Teagarden Street, San Leandro, CA 94577 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20____ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally Omitted

4.4 Pollution Insurance. Intentionally Omitted

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without 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 of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Either Party may cancel this Agreement at any time for cause upon ten (10) business days' prior written notice to the other Party, unless Contractor is performing Work on an open Purchase Order, in such case, Contractor must provide thirty (30) days' notice. Either Party may cancel this Agreement at any time for convenience upon thirty (30) days' prior written notice to the other Party.

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 shall issue a written notice to cure to Contractor. If, following ten (10) business days from the Contractor's receipt of written notice to cure from Agency, Contractor has not adequately cured the default, 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 to the extent prepared by Contractor for 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 for or obtains under this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to return 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 beyond its consultants, subcontractors, vendors or manufacturers with a direct need-to-know, any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all project records or documents (excluding financials) 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 project 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 reasonable prior 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/vendors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

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

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

assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and/or in good condition.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** Agency acknowledges that Contractor is not the manufacturer of the new and used equipment, trucks, attachments, components, technology and parts (collectively, "Goods"). Contractor will pass through to Agency the manufacturer's warranty to the extent permitted by the terms of such warranty as to the Goods or any manufacturer's warranty of or for such goods. For services purchased by Agency from Contractor, Contractor warrants that its services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In addition to all other rights and remedies which Agency may have, during the applicable warranty period(s), 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 applicable warranty period(s) 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 material 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 assignable warranties.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations

and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

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

Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

- 13.7 Contract Administrator.** This Agreement shall be administered by General Services, Assistant General Manager, or his/her designee, who shall act as the

Agency's representative. All correspondence shall be directed to or through the representative.

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

Contract Review
Peterson Power Systems, Inc.
2828 Teagarden Street
San Leandro, CA 94577

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 and conditions 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 terms and conditions of the Exhibits attached hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms and conditions of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

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

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

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

13.16 Limitation of Liability/Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

13.17 Non-Solicitation. To the extent permitted by law, during the term of this Agreement and for one (1) year thereafter, the Parties will not, except with the prior written consent of the other Party, directly or indirectly, solicit or hire, or encourage the solicitation or hiring of any person who is, or was within a six (6) month period prior to such solicitation or hiring, an employee of the other Party or any of its affiliates for any position as an employee, independent contractor, consultant or otherwise. Nothing herein shall preclude either Party from hiring the other Party's employee or former employee if said individual was identified by the hiring Party solely, without any solicitation or encouragement of any sort by the hiring Party, as a result of said individual's response to a general advertisement, including but not limited to advertisements through newspapers, trade publications, periodicals, or internet database, or efforts by any recruiting or employment agencies, not specifically directed at employees of the other Party or any of its affiliates, or former employees of the other Party or any of its affiliates.

13.18 Force Majeure. Neither party shall be liable for delays due to events beyond its reasonable control.

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

NORTHERN CALIFORNIA POWER AGENCY

PETERSON POWER SYSTEMS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

JOHN KRUMMEN, Executive VP

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Peterson Power Systems, Inc. ("Contractor") shall provide miscellaneous inspection, testing, and preventive maintenance related services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Services included, but not limited to the following:

- Inspection services
- Load testing
- Air compressor engine service only
- Generator and Stand-by Generator service
- Engine service
- Replacement parts
- Rental or Equipment

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

2024 Labor Rates & Service Fees

On-Site Hourly Labor Rates

- \$239/hr. Normal Business Hours 7:30am – 4pm, weekdays
- \$335/hr. Before 7:30am and after 4pm weekdays & Saturday (overtime)
- \$450/hr. Sundays (double time)

Environmental Fee 3%: Calculated on total work order labor.

Misc. Supplies Fee 3%: Calculated on total work, with a cap of \$500

Fuel Surcharge \$90. Calculated per truck, per each visit to customer's site.

Note: Emergency call outs are subject to a 4-hour minimum.

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

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)



KGS Group International, Inc. Multi-Task Professional Services Agreement

Facilities Committee
August 7, 2024

Background

- This is a new NCPA vendor.
- We would like to enter into an agreement with KGS to add to the vendor pool for similar services.
- It is recommended to place this item on the consent calendar.
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members
- Similar Agreements in Place:
 - AECOM Technical Services Inc
 - Condor Earth Technologies Inc
 - Gannett Fleming Inc
 - GEI Consultants
 - GHD Inc
 - Mead & Hunt Inc
 - Provost & Pritchard Consulting Group

General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to Exceed \$2,000,000
- Services Provided:
 - Engineering Consulting
 - Civil, Environmental, Geotechnical and Structural Engineering
 - Engineering Geology;
 - Mechanical / Electrical Plant Engineering
 - Mapping / Land Surveying / GIS
 - Development of Construction Drawings, Plans, Specifications, Technical Documents, Reports and Presentations
 - Verification of Greenhouse Gas Reporting

Environmental Analysis

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

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Five Year Multi-Task Professional Services Agreement between NCPA and KGS Group International, Inc., in an amount not to exceed \$2,000,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with KGS Group International, Inc. for project support related engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various project support related engineering consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA 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 AECOM Technical Services Inc, Condor Earth Technologies Inc, Gannett Fleming Inc, GEI Consultants, GHD Inc, Mead & Hunt Inc, and Provost & Pritchard Consulting Group.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On August 12, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

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

RESOLUTION 24-XX

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

(reference Staff Report XXX:24)

WHEREAS, various project support related engineering 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, KGS Group International, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and KGS Group International, Inc., a C-corporation, with its office located at 410 Bellevue Way SE, Suite 301, Bellevue, WA 98004 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. 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. 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 two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

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

Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.3 Limitation of Liability. Notwithstanding any other provision of this Agreement, and subject to the provisions of California law (see, e.g., civ. Code § 1668) the aggregate liability of the Consultant, and the Consultant's officers, directors, employees, subcontractors, agents and anyone for whom the consultant is responsible at law, for any losses, obligations, claims, demands, damages,

liabilities, suits, actions, costs, fees and/or expenses arising out of or in connection with this agreement or the performance or non-performance of the services, including negligent acts and omissions, or howsoever arising shall be and is hereby limited four million dollars (\$4,000,000.)

The liability of each party with respect to a claim (which includes demands, losses, expenses, causes of action, liabilities and costs, including legal costs) against the other is limited to direct damages only and neither party will have any liability whatsoever for indirect, incidental, economic or consequential loss or damage, including and whether or not the following are determined in any proceeding to be direct damages: loss of profit, revenue, production, business, contracts or opportunity and/or increased cost of capital, financing or overhead.

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 exercise usual and customary professional care and judgment in complying with applicable laws in effect as of the Effective Date.

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. Consultant hereby agrees to deliver those documents to the

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

10.7 Contract Administrator. This Agreement shall be administered by 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:

KGS Group International, Inc.
Andi Bogdanovic
410 Bellevue Way SE, Suite 301
Bellevue, WA 98004

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive

Roseville, CA 95678

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

KGS GROUP INTERNATIONAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ANDI BOGDANOVIC,
General Manager and Regional Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

KGS Group International, Inc. ("Consultant") shall provide engineering consulting related as requested by Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Engineering Consulting;
- Civil, Environmental, Geotechnical and Structural Engineering;
- Engineering Geology;
- Mechanical/Electrical Plant Engineering;
- Mapping / Land Surveying / GIS;
- Development of Construction Drawings, Plans, Specifications, Technical Documents, Report and Presentation;
- Verification of Greenhouse Gas Reporting;
- Other Regulatory Reporting and Consulting;
- Construction Observation and Testing;
- Special Inspections; and
- Other Miscellaneous Engineering Tasks.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Billing Category	2024 Cali Rates USD
Clerical 1	\$104
Clerical 2	\$114
Clerical 3	\$125
Tech Level 1	\$125
Tech Level 2	\$140
Tech Level 3	\$151
Tech Level 4	\$166
Tech Level 5	\$192
Tech Level 6	\$205
Tech Level 7	\$218
Prof Level 1	\$140
Prof Level 2	\$161
Prof Level 3	\$192
Prof Level 4	\$218
Prof Level 5	\$244
Prof Level 6	\$286
Prof Level 7	\$320
Prof Level 8	\$345

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

KGS Group International, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



2025 Plant Outage Schedule

Overview of Presentation

- Outage Planning Timeline
- Maintenance Scope and Considerations
- NCPA Plant Outage 3 Year Outlook
 - 2025 – Proposed Schedule for CAISO Scheduling
 - 2026 – Tentative Scheduling
 - 2027 – Tentative Scheduling
- 2025 Outage Schedule Approval

Planning Schedule Overview

- May 9th – NCPA Internal Discussion and Planning.
- Continuous – PGE received our Outage Schedule.
- June 12th – Internal Discussion and Planning.
- July 3rd – Facility Committee as an informational item.
- July 8th – LEC PPC as an informational item.
- August 7th – Facility Committee for approval.
- August 12th – LEC PPC for approval.
- October 15th – Per CAISO Tariff 9.3.6.2, provide the CAISO with a proposed schedule of all known Maintenance Outages it wishes to undertake in the following year.

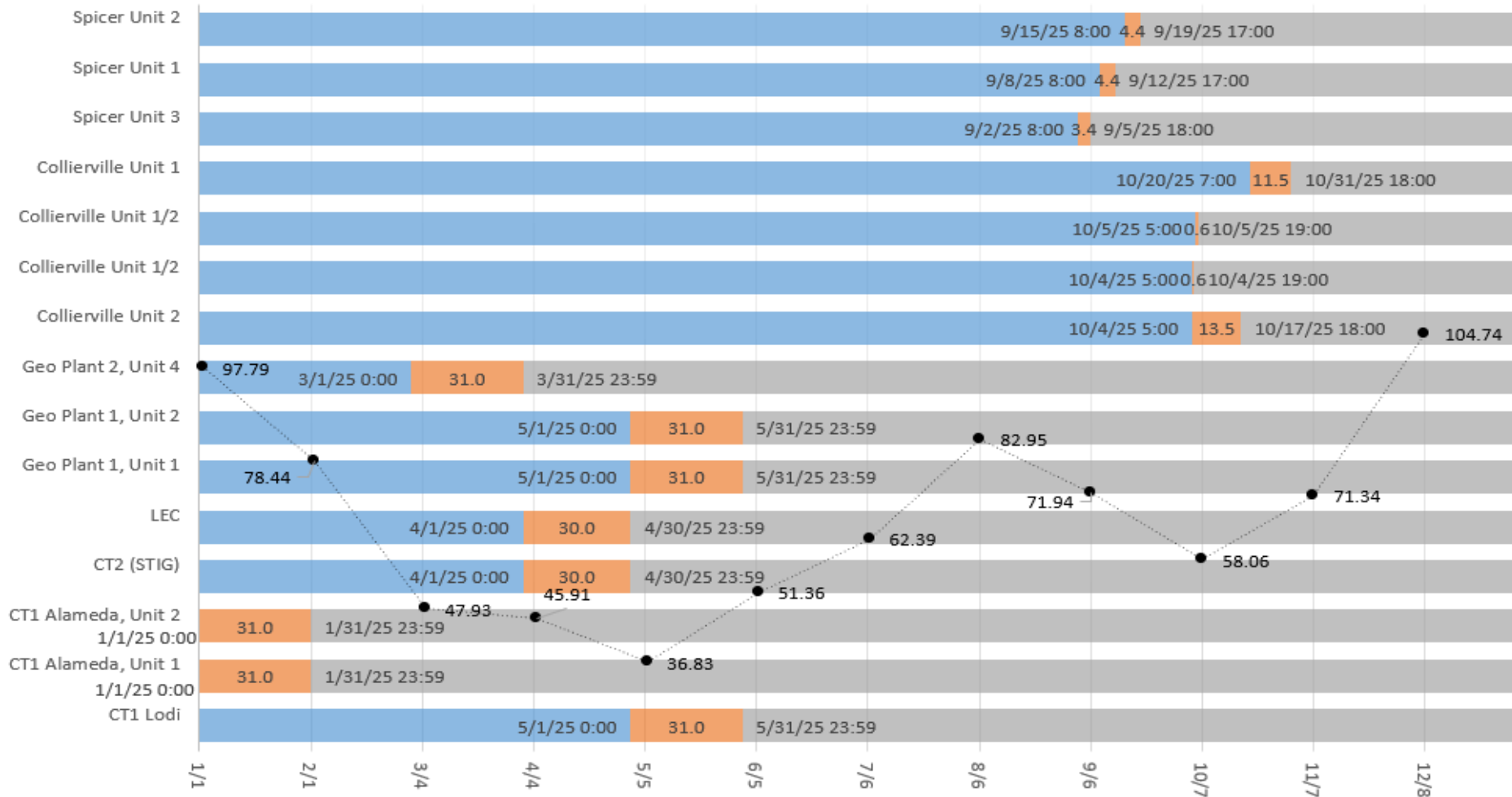
Maintenance Scope and Considerations

- Annual Maintenance Scope
 - Includes required regulatory compliance, electrical, mechanical, and civil type work.
- Assumptions
 - Scheduling - Each outage balances multiple factors such as: cost, impact from weather and accessibility (such as snow), market and grid sensitivity, and parts availability.
 - Avoid June, July, August and some of the winter heat load.
 - Contractor availability - NCPA competes with many other power plant operators.
 - Transmission outage coordination with PGE.

Draft Schedule

DRAFT: NCPA 2025 PLANT OUTAGE SCHEDULE

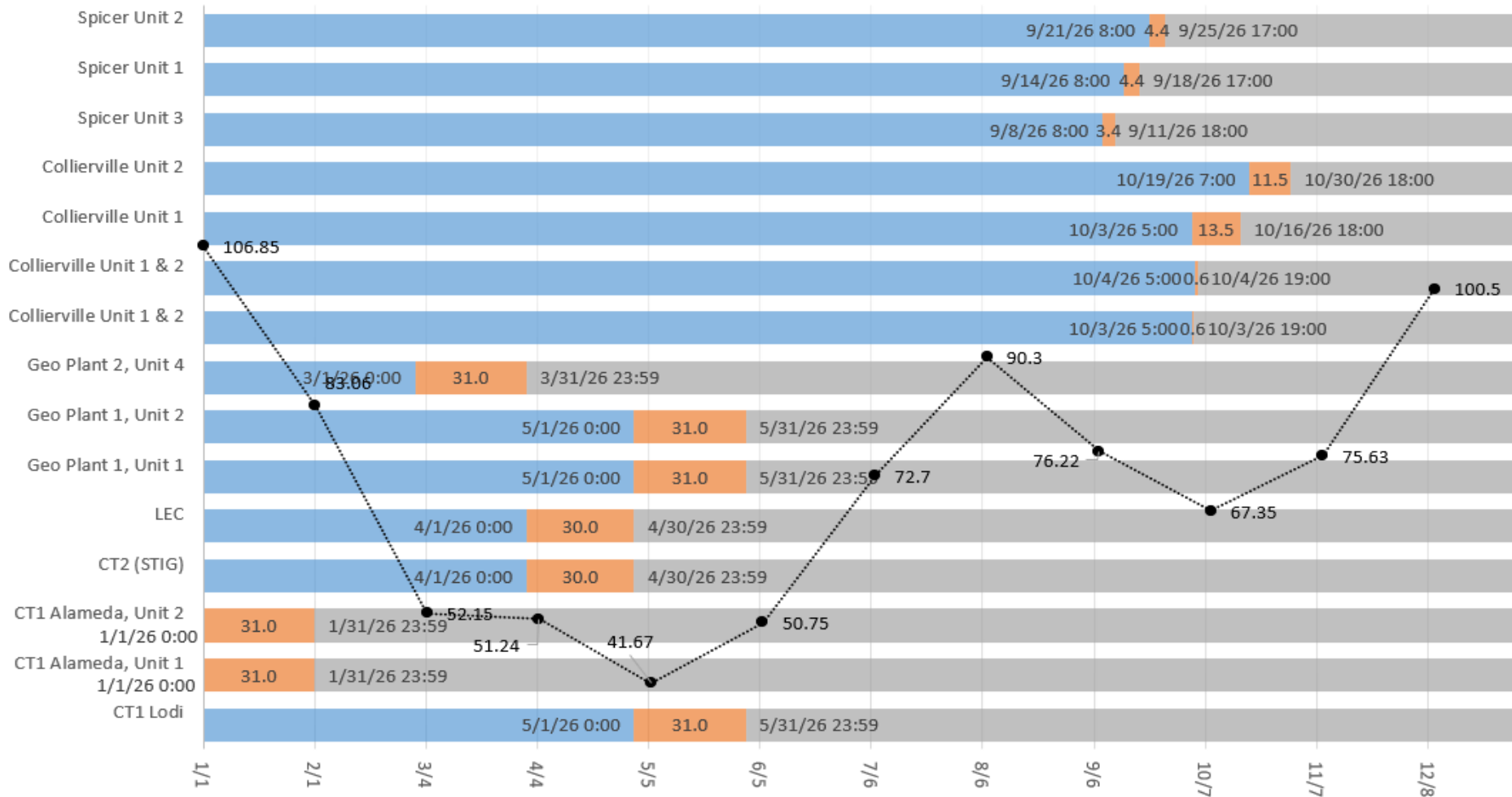
INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



Tentative Schedule

DRAFT: NCPA 2026 PLANT OUTAGE SCHEDULE

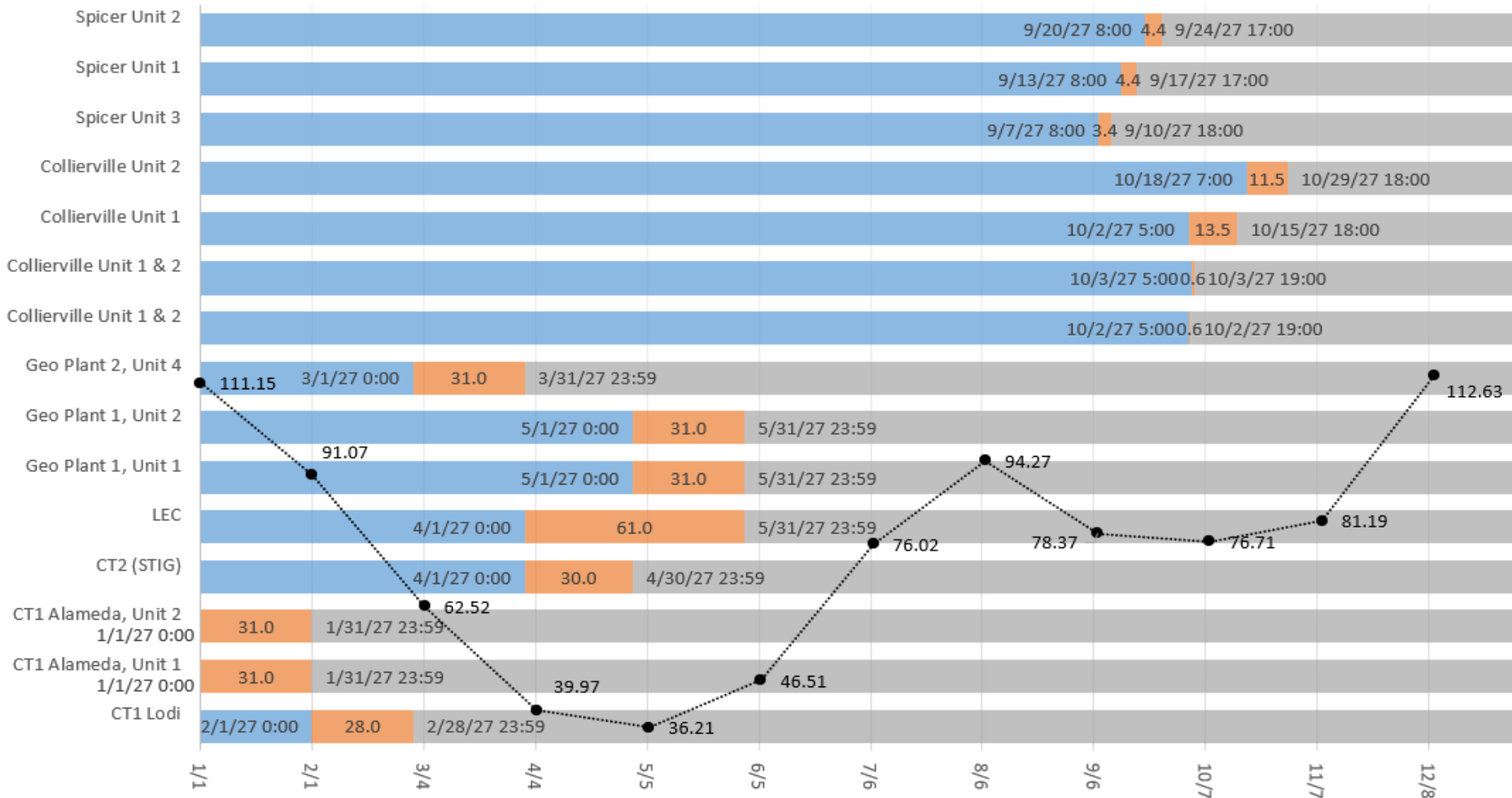
INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



Tentative Schedule

DRAFT: NCPA 2027 PLANT OUTAGE SCHEDULE

INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



Recommendation

- Staff is seeking approval from the Facilities Committee of the NCPA 2025 Plant Outage Schedule as presented for submission to the CAISO.



NCPA 2025 Project Outage Schedule

Plant	Unit Name	Resouce ID	MW	Start Date/Time	End Date/Time	Duration	Work Description
CT	CT1 Lodi	LODI25_2_UNIT 1	23.4	5/1/25 0:00	5/31/25 23:59	31	Routine Annual Maintenance
CT	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	23.5	1/1/25 0:00	1/31/25 23:59	31	Routine Annual Maintenance
CT	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	23.8	1/1/25 0:00	1/31/25 23:59	31	Routine Annual Maintenance
CT	CT2 (STIG)	STIGCT_2_LODI	49.9	4/1/25 0:00	4/30/25 23:59	30	Routine Annual Maintenance
CT	LEC	LODIEC_2_PL1X2	302.58	4/1/25 0:00	4/30/25 23:59	30	Routine Annual Maintenance
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	31	5/1/25 0:00	5/31/25 23:59	31	Plant 1 Stretford Outage / Unit 2 Overhaul / Unit 2 GSU Refurb / Unit 1 & 2 Steam Strainer Inspection
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	28	5/1/25 0:00	5/31/25 23:59	31	Plant 1 Stretford Outage / Unit 2 Overhaul / Unit 2 GSU Refurb / Unit 1 & 2 Steam Strainer Inspection
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	43	3/1/25 0:00	3/31/25 23:59	31	Plant 2 Stretford / BOP Activities / U4 Steam Strainer Inspections
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/4/25 5:00	10/17/25 18:00	14	Routine Annual Maintenance - GSU Maintenance
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/4/25 5:00	10/4/25 19:00	1	Routine Annual Maintenance - CV Dual Unit Outage Weekend includes CV Dual unit trip tests, fire system maintenance, & MPDD intake trash rack cleaning
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/5/25 5:00	10/5/25 19:00	1	Routine Annual Maintenance - CV Dual Unit Outage Weekend includes CV Dual unit trip tests, fire system maintenance, & MPDD intake trash rack cleaning
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/20/25 7:00	10/31/25 18:00	11	Routine Annual Maintenance
Hydro	Spicer Unit 3	SPICER_1_UNITS	0.5	9/2/25 8:00	9/5/25 18:00	3	NSM3 & Intake Annual Maintenance
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/8/25 8:00	9/12/25 17:00	4	NSM1 Annual Maintenance
Hydro	Spicer Unit 2	SPICER_1_UNITS	2.8	9/15/25 8:00	9/19/25 17:00	4	NSM2 Annual Maintenance



Combustion Turbine Facilities 2025 Outages

Rafael Santana
CT Plant Manager
August 7, 2024

Outage Scope of Work

Planned Outage Dates:

CT Alameda U1/U2 - January 1st through January 31st, 2025

CT Lodi - May 1st through May 31st, 2025

During the outages, the Combustion Turbine Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the units are operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2025 maintenance outages.

- Fire System Inspection and Testing
- Gas Compressor Maintenance (Lodi Rider band piston upgrade and elec. motor rebuild)
- CT Borescope Inspection
- Scaffold and Insulation Support
- BOP Maintenance
- Gas Turbine Inlet Expansion Joint Repairs
- Gas Turbine Lube Oil Replacement Project

CT1 Outage Costs and Funding

CT1 2025 Outage Costs

Balance of Plant	\$127,000
Electrical Systems	\$193,500
Gas Turbine	\$143,500
Stacks	\$10,000
Buildings and Grounds	\$85,000
Incidentals	\$15,000
Water Treatment	\$3,500
Contingency	\$50,000
	\$627,500

FY25 Budget

Maintenance Reserve	\$627,500
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CT1 Maintenance Reserve Schedule

Balances

Maintenance Reserve Balance (6/30)	\$3,256,613
FY25 Contributions	\$729,000
Outage Work	(\$627,500)
Approved FY2025 Budget Funds	\$645,771
End of FY25 Balance	\$3,358,113

5-Year Maintenance Reserve Projections

	FY26	FY27	FY28	FY29	FY30
Project Spending	320,867	749,120	1,495,512	1,649,542	501,445
Annual Contribution	787,320	850,306	892,821	937,462	984,335
End of FY Balance	3,806,294	3,907,480	3,304,789	2,592,709	3,075,599

Environmental Analysis

- These activities have already been subject to CEQA equivalent review.
- The proposed activities of the Combustion Turbine Facilities 2025 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

Recommendation

- Staff is seeking a recommendation from the Facilities Committee for Commission approval ~~supporting staff's maintenance recommendations for~~ authorizing the Combustion Turbine Facilities 2025 ~~CT1-Outages funding~~ and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA procurement policies and procedures, without further approval by the Commission, for a total cost not to exceed \$627,500, to be funded from the Maintenance Reserves.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Combustion Turbine Facilities 2025 Outages; Applicable to the following: NCPA's Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-XX authorizing the Combustion Turbine Facilities 2025 Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$627,500, to be funded from the Maintenance Reserve.

BACKGROUND:

NCPA's Combustion Turbine Facilities have planned outages scheduled from January 1, 2025 through January 31, 2025 (CT1 Alameda) and May 1, 2025 through May 31, 2025 (CT1 Lodi) for work related to the 2025 outages. During the outages, the CT1 Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the units are operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2025 outages.

Listed below are highlights of work to be performed as a part of the outages:

- Fire System Inspection and Testing
- Gas Compressor Maintenance
- CT Borescope Inspection
- Scaffold and Insulation Support
- BOP Maintenance
- Gas Turbine Inlet Expansion Joint Repairs
- Gas Turbine Lube Oil Replacement Project

FISCAL IMPACT:

CT1 2025 Outage Costs	
Balance of Plant	\$127,000
Electrical Systems	\$193,500
Gas Turbine	\$143,500
Stacks	\$10,000
Buildings and Grounds	\$85,000
Incidentals	\$15,000
Water Treatment	\$3,500
Contingency	\$50,000
	\$627,500

FY25 Budget	
Maintenance Reserve	\$627,500

The budgetary funds to complete the CT Facilities 2025 Outages will come from the pre-collected funds in the Maintenance Reserve (Account # 265-010-005-610-044-002). A table detailing the impact of these expenses on the Maintenance Reserve is included below.

<u>Balances</u>	
Maintenance Reserve Balance (6/30)	\$3,256,613
FY25 Contributions	\$729,000
Outage Work	(\$627,500)
Approved FY2025 Budget Funds	\$645,771
End of FY25 Balance	\$3,358,113

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, NCPA will solicit bids to perform the work required for this Project. Bids will be evaluated and work will be awarded to the contractors 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:

These activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2024 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

Pending Committee Review.

On August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-XX

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE COMBUSTION TURBINE FACILITIES 2025 OUTAGES

(reference Staff Report #XXX:24)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Combustion Turbine facility near Alameda, CA, consisting of two power plants, and a Combustion Turbine facility near Lodi, CA, consisting of one power plant; and

WHEREAS, in accordance with proper maintenance of the facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in January and May 2025; and

WHEREAS, during the outages, the Combustion Turbine Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outages; and

WHEREAS, on August 7, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval; and

WHEREAS, these activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2024 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Combustion Turbine Facilities 2025 Outages and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not to exceed \$627,500, to be funded from the Maintenance Reserve.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Pacific Gas & Electric (PG&E) Negotiated Gas Transmission Rates; Applicable to the following: Northern California Power Agency (NCPA) Combustion Turbine Facilities

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approve Resolution 24-XXX authorizing the General Manager or his designee to negotiate gas transmission rates with Pacific Gas and Electric ("PG&E"), or accept the standard variable rates, as well as authority to execute agreements Pursuant to D.24-03-002, as approved by the California Public Utility Commission ("CPUC").

BACKGROUND:

In July 2016, PGE increased local gas transmission rates by 212% for LEC, while raising Back-Bone transmission rates by just 6% for many competitors. This large price differential led to a ~70% reduction in LEC generation.

NCPA, working through the Northern California Generation Coalition ("NCGC"), participated in negotiating a revised rates structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate, allowing NCPA's Combustion Turbines to bid competitively against generators on the back-bone. Due to these negotiated rates, LEC's capacity factor resumed to normal by the end of 2017.

In December 2022, the NCPA Commission approved an extension of the previously negotiated Rate Agreement. This extension enabled NCPA's Combustion Turbines to operate under the agreed rates beyond the original expiration date of December 31, 2022. At the same time, NCGC and other stakeholders engaged in settlement workshops with PG&E to establish a long-term "EG-LT Fixed or Variable Rate Option" through a comprehensive all-party settlement agreement process.

On July 22, 2024, the CPUC approved PG&E's GT&S CARD Advice Letter filing, 4913-G. This approval allows for the implementation of end-use gas and unbundled rates based on the revenue requirements set by the 2023 General Rate Case (GRC), along with the allocations and rate design outlined in the CARD Settlement agreement, including the "EG-LT Fixed or Variable Rate Option."

On July 24, 2024, PG&E sent an email to NCPA and other settlement parties to offer negotiated "EG-LT Fixed or Variable Rate Options." The following includes a timeline of events, in 2024, and next steps:

- July 22, 2024 - CPUC approved PG&E's advice letter, 4913-G, to implement revenue requirements from the 2023 GRC along with the CARD Settlement
- July 24, 2024 - Parties received an offer letter for negotiated rates.
- **August 9, 2024 - Last day for parties to respond to PG&E email offer letter**
- August 10-31, 2024 - Draft Negotiated Rate Contracts
- **September 6, 2024 - Contract must be signed**
- September 30, 2024 - Current Contract end if electing a new negotiated rate
- October 1, 2024 - If elected, new negotiation rated begin
- October 31, 2024 - Current negotiated rates end

NCPA staff is recommending that the General Manager be delegated the authority to negotiate gas transmission rates with PG&E, or accept the standard variable rates, as well as the authority to execute any agreements or related forms as needed. If this authority is not granted or NCPA

chooses not to enter into negotiated agreements with PG&E, NCPA's Combustion Turbines plants will default to the standard variable rate structure previously approved by the CPUC.

FISCAL IMPACT:

The negotiated rate structure will allow NCPA to effectively choose the best rate design for CT1, CT2, or LEC to reduce cost and maximize market efficiency.

SELECTION PROCESS:

PG&E is the only provider of natural gas delivery in Lodi and Alameda.

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 7, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On August 12, 2024, Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 24-XX

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE PACIFIC GAS & ELECTRIC (PG&E) NEGOTIATED GAS TRANSMISSION RATES

(reference Staff Report #XXX:24)

WHEREAS, in July 2016, PGE increased local gas transmission rates by 212% for LEC, while raising Back-Bone transmission rates by just 6% for many competitors. This large price differential led to a 76% reduction in LEC generation; and; and

WHEREAS, NCPA, working through the Northern California Generation Coalition ("NCGC"), participated in negotiating a revised rates structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate, allowing NCPA's Combustion Turbines to bid competitively against generators on the back-bone; and

WHEREAS, in December 2022, the NCPA Commission approved an extension of the previously negotiated Rate Agreement. This extension enabled NCPA's Combustion Turbines to operate under the agreed rates beyond the original expiration date of December 31, 2022; and

WHEREAS, on July 22, 2024 the CPUC approved PG&E's GT&S CARD Advice Letter filing, 4913-G. This approval allows for the implementation of end-use gas and unbundled rates based on the revenue requirements set by the 2023 General Rate Case (GRC), along with the allocations and rate design outlined in the CARD Settlement agreement, including the "EG-LT Fixed or Variable Rate Option"; and

WHEREAS, NCPA staff now recommends that the General Manager be delegated the authority to negotiate gas transmission rates with PG&E, or accept the standard variable rates, as well as the authority to execute any agreements or related forms as needed. If this authority is not is not granted or NCPA chooses not to enter into negotiated agreements with PG&E, NCPA's Combustion Turbines plants will default to the standard variable rate structure previously approved by the CPUC; 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 negotiate gas transmission rates with Pacific Gas and Electric ("PG&E"), or accept the standard variable rates, as well as authority to execute agreements Pursuant to D.24-03-002, as approved by the California Public Utility Commission ("CPUC").

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY



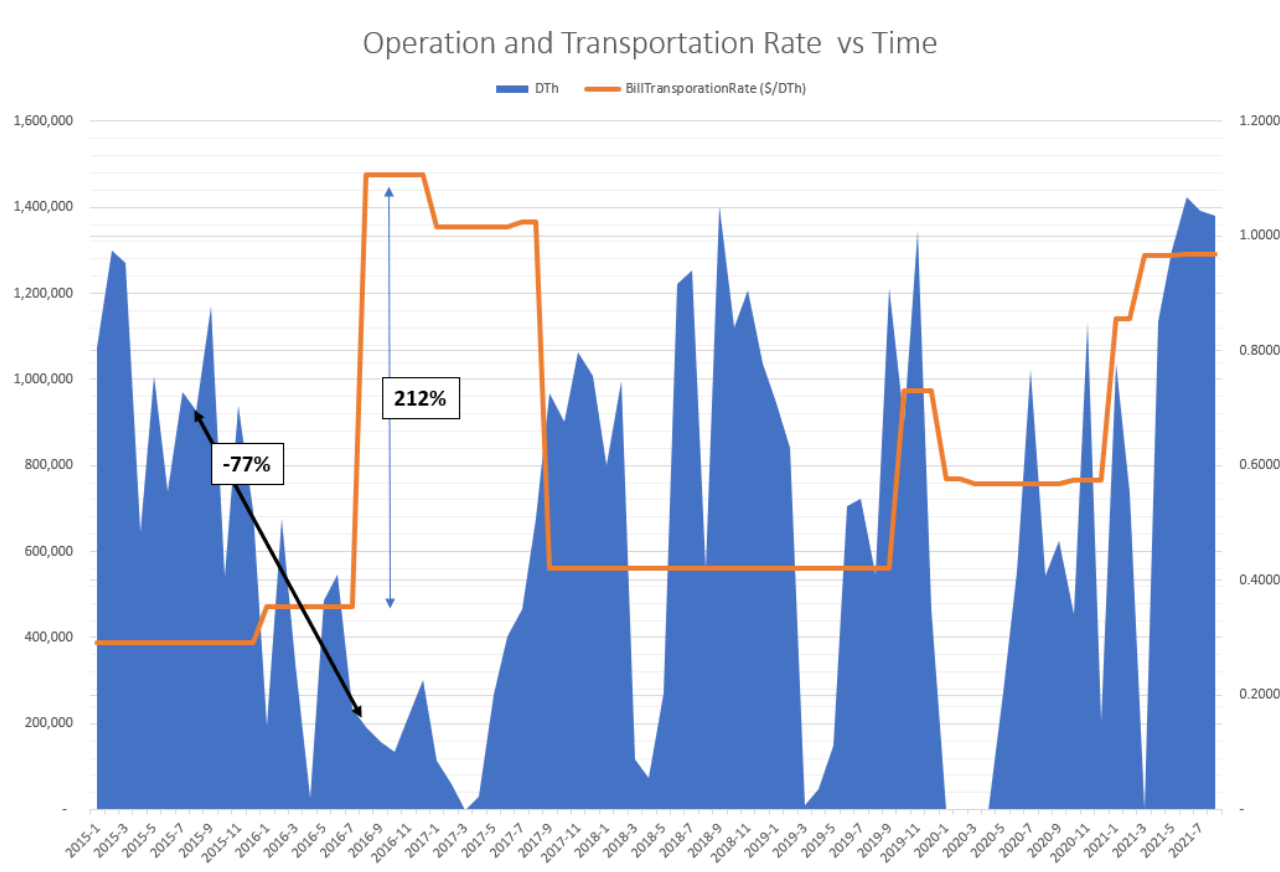
PG&E Negotiated Gas Transmission Rate Agreement

Facilities Committee
August 7, 2024

Background

- In July 2016, PG&E implemented a local gas transmission rate increase of 212% while the LEC's competing market generator on the Back-Bone rates increased only by 6% resulting in a ~70% decrease in capacity factor LEC.
- NCGC (Redding, Roseville, SVP, MID, NCPA, and TID) participated in negotiating a revised rate structure with PG&E.
- These negotiations resulted in converting local gas transmission rates into a fixed monthly fee cost.
- LEC returned to expected operation by the end of 2017 because of the negotiated rate.

Background



Details

- In December 2022, the NCPA Commission approved an extension of the previously negotiated rate agreement.
- In parallel, NCGC and other stakeholders engaged in settlement workshops with PGE to establish a long-term "EG-LT Fixed or Variable Rate Option" through a comprehensive all-party settlement agreement process
- On July 22, 2024, the CPUC approved PG&E's GT&S CARD Advice Letter allows for the settlement terms, including the "EG-LT Fixed or Variable Rate Option."
- On July 24th, 2024, PG&E sent NCPA an email, and other settlement parties, to offer negotiated "EG-LT Fixed or Variable Rate Options."

Schedule and Next Steps

- July 22nd - CPUC approved PG&E's advice letter, 4913-G, to implement revenue requirements from the 2023 GRC along with the CARD Settlement
- July 24th - Parties received an offer letter for negotiated rates.
- **August 9th - Last day for parties to respond to PG&E email offer letter**
- August 10-31 - Draft Negotiated Rate Contracts
- **September 6th - Contract must be signed**
- September 30th - Current Contracts end if electing a new negotiated rate
- October 1st - If elected, new negotiation rated begin
- October 31st - Current negotiated rates end

Options

1. Choose default all variable rate
 2. Choose the negotiated fixed rate option as proposed by PG&E's offer letter.
 - A CPUC approved design option.
 - NCPA will use historic and forecast volumetric gas use to determine the best rate option
- Note: Strictly Proprietary and Confidential rates so values are not shown.

Recommendation

- NCPA staff is recommending that the General Manager be delegated the authority to negotiate gas transmission rates with PG&E, or accept the standard variable rates, as well as the authority to execute any agreements or related forms as needed. If this authority is not granted or NCPA chooses not to enter negotiated agreements with PG&E, NCPA's Combustion Turbines plants will default to the standard variable rate structure previously approved by the CPUC.



Geysers Reservoir Model Calibration & Forecast Project

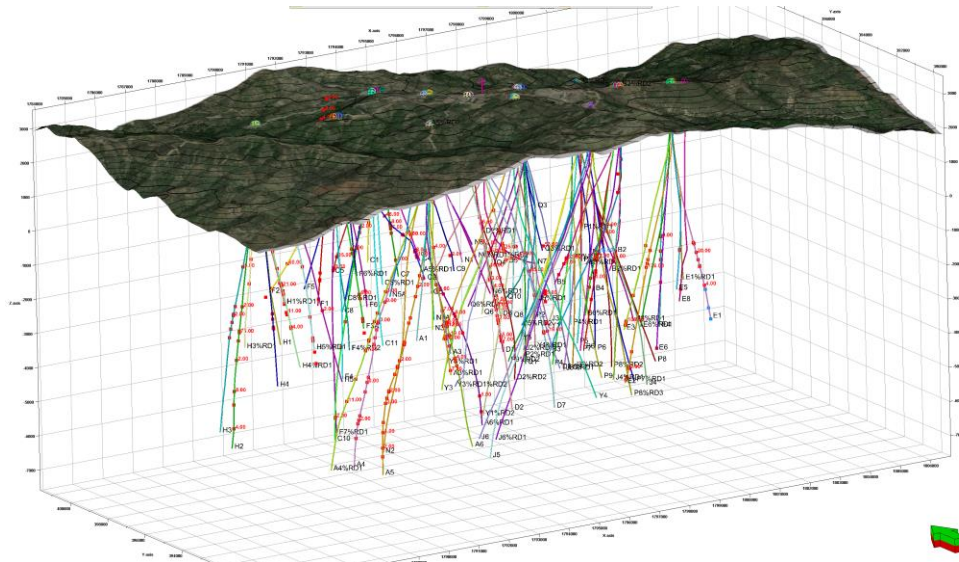
Facilities Committee
August 7, 2024

Background

- NCPA's Geothermal Facility uses reservoir modeling software to simulate the long-term steam production and generation that would occur under various operating scenarios. This software is used as a modeling tool to guide injection strategy in an effort to maximize generation from the facility
- 2022, NCPA upgraded to a new reservoir modeling software called ECLIPSE, which is more effective at modeling superheated reservoir conditions as found in the Geysers, resulting in better forecasts of steam production
- Results from the updated forecasts indicated that the deeper reservoir has cooled and new injection strategies should be considered.

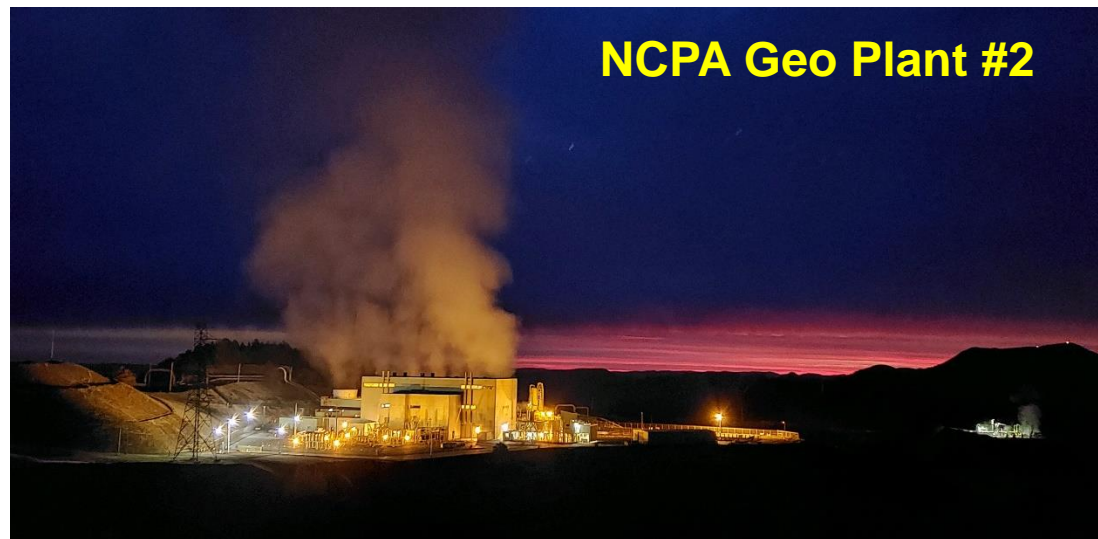
Background Continued

- The Scope of Work for the proposed Geysers Reservoir Model Calibration and Forecast Project includes:
 - Update production & injection data in the new model
 - Calibrate the model with emphasis on superheated conditions
 - Incorporate 24 shallow injectors in the model
 - Provide six forecast runs at various injection rates
 - Optimize injection strategy (additional forecasts)



Fiscal Impact

Description	Cost
Update Historical Production & Injection Data	\$9,000
Calibrate Model to Historically Match Data	\$125,000
Incorporate 24 Shallow Wells into Model	\$12,000
Perform Six Forecast Runs	\$42,000
Contingency ~ 40% (Additional Forecast Runs)	\$75,000
Total	\$263,000



Selection Process

- The ECLIPSE software used by NCPA in the geothermal modeling was adapted for use specifically for geothermal resources by GeothermEx. Additionally, GeothermEx is the only contractor familiar with the NCPA modeling. As such, they are the only vendor capable of updating and running the model to provide forecasts in a timely manner.
- There are no other vendors with the ability to update the model in the ECLIPSE software as required in the scope of work for this project. For that reason, staff is recommending awarding the project to GeothermEx on a Sole Source Basis.

Environmental Analysis

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

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Geysers Reservoir Model Calibration and Forecast Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$263,000 using the approved Geothermal Facility FY 2025 Operations and Maintenance Budget to fund the project.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Geysers Reservoir Model Calibration and Forecast Project;
Applicable to NCPA's Geothermal Facility

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli	METHOD OF SELECTION:
	Assistant General Manager	<i>Sole Source</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"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>
	<i>If other, please specify</i>	Other <input checked="" type="checkbox"/>
		Turlock

RECOMMENDATION:

Approve Resolution 24-XX authorizing the Geysers Reservoir Model Calibration and Forecast Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$263,000 using the approved Geothermal Facility FY 2025 Operations and Maintenance Budget to fund the project.

BACKGROUND:

NCPA's Geothermal Facility uses reservoir modeling software to simulate the long-term steam production and generation that would occur under various operating scenarios. This software is used as a modeling tool to guide injection strategy in an effort to maximize generation from the facility. NCPA previously used an older simulation software called TETRAD, however, in 2022, NCPA upgraded to a new simulation software called ECLIPSE. The ECLIPSE software is more effective at modeling superheated reservoir conditions as found in the Geysers, resulting in better forecasts of steam production.

Forecast runs using the new model suggest that deep parts of the reservoir have cooled from too much water injection and new injection strategies should be considered. To investigate new injection strategies, NCPA is proposing the Geysers Reservoir Model Calibration and Forecast Project. The proposed scope of work for this project is to:

- Update the production and injection history data in the model
- Recalibrate the model to better match the superheated conditions in the reservoir
- Provide six forecast runs under various injection strategies.
- Provide additional forecasts to optimize injection strategies (optional)

FISCAL IMPACT:

The total cost of this project is anticipated not to exceed \$263,000. The Commission specifically approved funds in the Geothermal Facility's FY2025 Operations and Maintenance Budget for reservoir modeling and if approved, the project will be funded in this manner.

A breakdown of the project costs is shown in the table below

Description	Amount \$
Update production & injection history	\$9,000
Recalibrate Model	\$125,000
Implement new injection strategy	\$12,000
Perform 6 forecasts	\$42,000
Contingency ~ 40% (Additional Forecasts)	\$75,000
Total	\$263,000

SELECTION PROCESS:

The ECLIPSE software used by NCPA in the geothermal modeling was adapted for use specifically for geothermal resources by GeothermEx. Additionally, GeothermEx is the only contractor familiar with the NCPA modeling. As such, they are the only vendor capable of updating and running the model to provide forecasts in a timely manner. There are no other vendors with the ability to update the model in the ECLIPSE software as required in the scope of work for this project. For that reason, staff is recommending awarding the project to GeothermEx on a Sole Source Basis.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-XX

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEYSERS RESERVOIR MODEL CALIBRATION & FORECAST PROJECT

(reference Staff Report #XXX:24)

WHEREAS, NCPA's Geothermal Facility uses reservoir modeling software to simulate the long-term steam production and generation that would occur under various operating scenarios. This software is used as a modeling tool to guide injection strategy in an effort to maximize generation from the facility; and

WHEREAS, in 2022, NCPA upgraded to a new reservoir modeling software called ECLIPSE, which is more effective at modeling superheated reservoir conditions as found in the Geysers, resulting in better forecasts of steam production; and

WHEREAS, forecast runs using the reservoir model suggest that deep parts of the reservoir have cooled from too much water injection and new injection strategies should be considered. To investigate new injection strategies, NCPA is proposing the Geysers Reservoir Model Calibration and Forecast Project; and

WHEREAS, the scope of work for the project will include updating the production and injection history data in the model, recalibrating the model to better match the superheated conditions in the reservoir, providing six forecast runs under various injections strategies, and providing additional forecasts to optimize injection strategies; and

WHEREAS, the total cost of this project is anticipated not to exceed \$263,000, to be funded from the approved FY 2025 Geothermal Operations and Maintenance Budget; and

WHEREAS, the ECLIPSE software used by NCPA in the geothermal modeling was adapted for use specifically for geothermal resources by GeothermEx. Additionally, GeothermEx is the only contractor familiar with the NCPA modeling. As such, they are the only vendor capable of updating and running the model to provide forecasts in a timely manner. There are no other vendors with the ability to update the model in the ECLIPSE software as required in the scope of work for this project. For that reason, staff is recommending awarding the project to GeothermEx on a Sole Source Basis; 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 Geysers Reservoir Model Calibration and Forecast 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 to exceed \$263,000, to be funded from Geothermal Facility FY 2025 Operations and Maintenance Budget to fund the project.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Collierville Powerhouse Tailrace Landslides Repair Project

Facilities Committee
August 7, 2024

CVPH Tailrace Landslides Repair Project

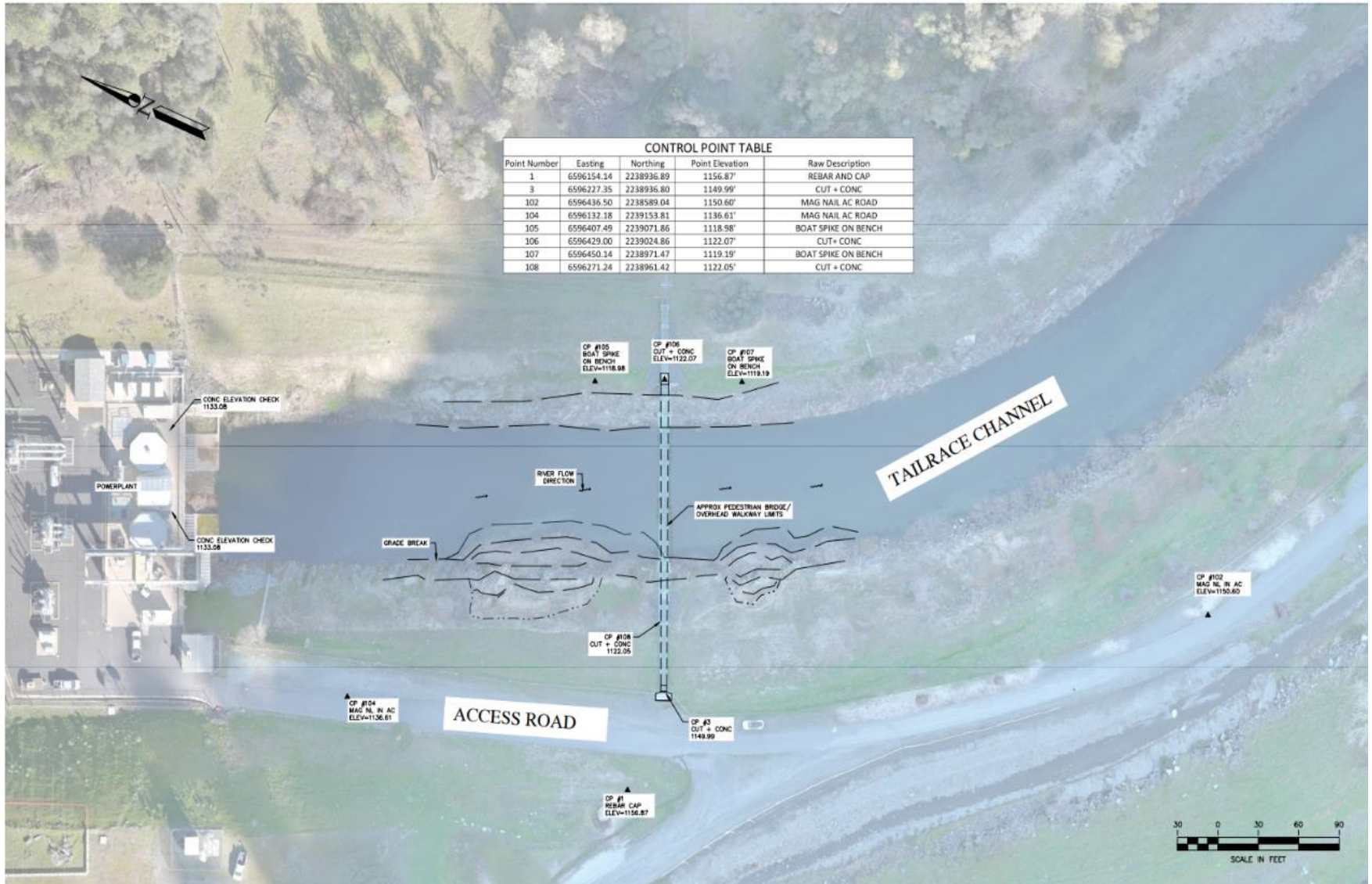
- The tailrace landslides occurred due to the winter 2023 storms later declared a winter disaster
- Continued safe access is required to operate, inspect, and maintain the powerhouse
- The tailrace requires debris removal and replacement with rock slope protection to restore safe access and design capacity for the powerhouse
- Permitting:
 - Two of four permits received
 - Remaining two anticipated to be received by September



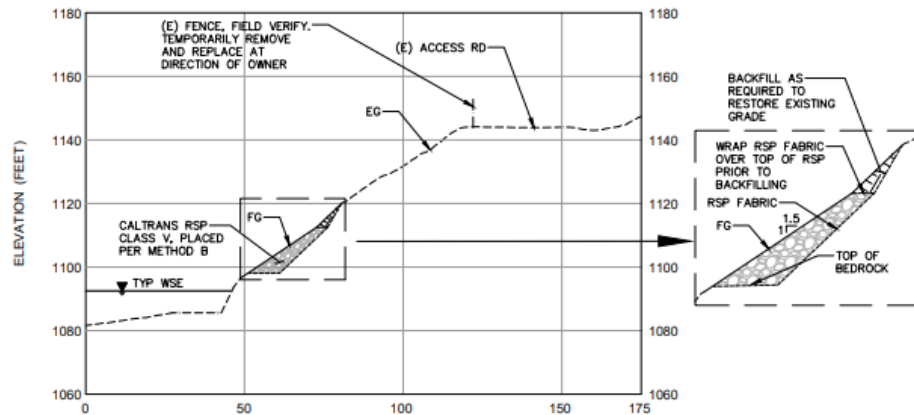
CVPH Tailrace Landslides Repair Project

- Staff has submitted a FEMA claim for reimbursement and provided a staff inspection/tour of the damaged locations
- Repair design is complete and bids for site work are due on August 21, 2024
- Site work is planned for September - November 2024

Tailrace Landslides



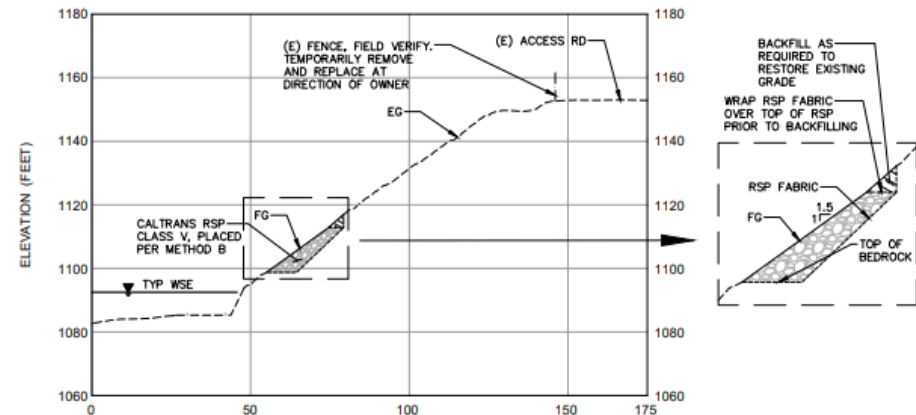
Engineering Drawings



FINAL CONSTRUCTION
UPSTREAM LANDSLIDE

C2 SECTION
A C3 SCALE: 1" = 20'

NOTE:
REMOVE ALL DEBRIS THAT HAS SLUMPED INTO
THE TAILRACE AT THE IDENTIFIED LANDSLIDE
SITES. CONTINUE DEBRIS REMOVAL UNTIL
BEDROCK OR REFUSAL IS REACHED.



FINAL CONSTRUCTION
DOWNSTREAM LANDSLIDE

C2 SECTION
B C3 SCALE: 1" = 20'

CVPH Tailrace Landslides Project Budget

- Estimated Cost Breakdown:
 - \$1,200,000 – Maintenance services estimate
 - \$60,000 – Engineering services during work
 - \$120,000 – Onsite management
 - \$135,000 – Contingency (10%)
 - \$1,515,000 Total**

- Project identified in the FY25 budget
- Staff initiated a FEMA claim

Environmental Analysis

- These activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), (d) of the CEQA Guidelines. A Notice of Exemption for this project was filed on June 26, 2024.
- Permits:
 - 1600: Exempt - consulted with CA Department of Fish and Wildlife
 - 404: Received from Army Corps of Engineers (non-reportable)
 - 401: Anticipate receiving State Water Quality Control Board 401 WQC in August
 - FERC: Anticipate receiving FERC authorization-to-construct in September

Proposal

- Staff is seeking a recommendation from the Facilities Committee for Commission approval of the Collierville Powerhouse Tailrace Landslides Repair Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not-to-exceed amount of \$1,515,000, and authorizing \$1,515,000 from the approved FY25 budget. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: August 22, 2024

SUBJECT: Collierville Powerhouse Tailrace Landslides Repair Project; Applicable to the following: NCPA's Hydroelectric Facility

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-XX authorizing the Collierville Powerhouse (CVPH) Tailrace Landslides Repair Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$1,515,000, and authorizing \$1,515,000 from the approved FY25 Hydroelectric Budget to fund the project. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

BACKGROUND:

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the Collierville Powerhouse (CVPH) and tailrace.

During the 2023 winter storms, the CVPH tailrace landslides occurred, during a declared winter disaster. A FEMA claim was submitted. The removal of debris removal and replacement of the rock slope protection is needed to restore safe access to the powerhouse and full unobstructed powerhouse flows.

Two out of four permits have been received for the CVPH Tailrace Landslides Repair Project. The remaining two permits should be received by September 2024. The site work is planned for September 2024 – November 2024. Should the Project not be approved, the work will need to be conducted in October 2025, due to weather, and NCPA will need to resubmit the approval(s) and permit process next year.

FISCAL IMPACT:

The total cost for engineering, design, maintenance services and permits for the Project is anticipated not to exceed \$1,515,000. Funds for the Project were included in the approved FY25 Hydroelectric budget.

Estimated Cost Breakdown:

\$1,200,000	Maintenance services estimate
\$60,000	Engineering services during work
\$120,000	Onsite management
\$135,000	Contingency (10%)
\$1,515,000 TOTAL	

SELECTION PROCESS:

NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA

procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required. Bids will be due on August 21, 2024.

ENVIRONMENTAL ANALYSIS:

The proposed activities of the Collierville Powerhouse Tailrace Landslides Repair Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d). A Notice of Exemption for this project was filed on June 26, 2024. This project consists of routine, recurring maintenance to existing equipment and facilities.

The CVPH Tailrace Landslides Repair Project requires four permits from various Agencies for approval. The California Department of Fish and Wildlife (CDFW) determined that the project is exempt from CDFW's Permit 1600. The Army Corps of Engineers (USACE) Permit 404 has reviewed and determined the project is non-reportable under NWP 3(a). The State Water Resources Control Board (SWRCB) Permit 401 WQC is anticipated for approval in August 2024. The Federal Energy Regulatory Commission (FERC) authorization is anticipated for approval in September 2024.

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On August 7, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-XX

RESOLUTION 24-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE COLLIERVILLE POWERHOUSE TAILRACE LANDSLIDES REPAIR PROJECT

(reference Staff Report #XXX:24)

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

WHEREAS, the 2023 winter storms caused the CVPH tailrace landslides, declaring a winter disaster and a FEMA claim submission. The removal of debris and replacement of the rock slope protection is needed to restore safe access to the powerhouse and full powerhouse flows; and

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

WHEREAS, the proposed activities of the Collierville Powerhouse Tailrace Landslides Repair Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d). A Notice of Exemption for this project was filed on June 26, 2024. This project consists of routine, recurring maintenance to existing equipment and facilities; and

WHEREAS, the Collierville Powerhouse Tailrace Landslides Repair Project requires four permits from various Agencies for approval. We are exempt from Permit 1600 with the California Department of Fish and Wildlife (CDFW). The Army Corps of Engineers (USACE) Permit 404 has reviewed and determined the project is non-reportable under NWP 3(a). The State Water Resources Control Board (SWRCB) Permit 401 WQC is anticipated for approval in August 2024. The Federal Energy Regulatory Commission (FERC) authorization is anticipated for approval in September 2024; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Collierville Powerhouse Tailrace Landslides Repair 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 to exceed amount of \$1,515,000, and approval of these funds to come from the approved FY25 Hydroelectric Budget. A FEMA claim has been submitted and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, by the following vote on roll call:

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

JERRY SERVENTI
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY