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# Minutes

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**To:** NCPA Facilities Committee

**From:** Carrie Pollo

**Subject:** June 5, 2024 Facilities Committee Meeting Minutes

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- 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

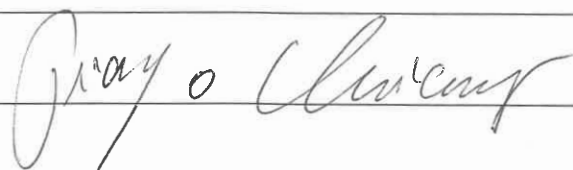



NCPA Facilities Committee Members, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

[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

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**To:** NCPA Facilities Committee

**From:** Carrie Pollo

**Subject:** May 1, 2024 Facilities Committee Meeting Minutes

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- 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 13<sup>th</sup>
  - 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 13<sup>th</sup>
- 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.

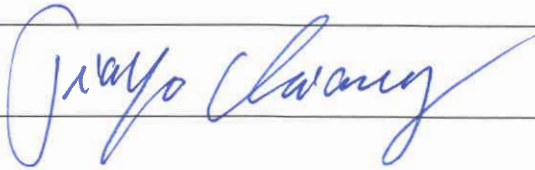

DRAFT

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

[illegible]

**Northern California Power Agency  
May 1, 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

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**To:** NCPA Facilities Committee

**From:** Carrie Pollo

**Subject:** July 3, 2024 Facilities Committee Meeting Minutes

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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, SPCPA – 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, SPCPA, and SPCPA Members.

This is a current NCPA vendor whose agreement is expiring. NCPA has utilized this vendor in the past and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place 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 13<sup>th</sup> and arrive July 17<sup>th</sup> 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.

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



**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

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**To:** NCPA Facilities Committee

**From:** Carrie Pollo

**Subject:** August 7, 2024 Facilities Committee Meeting Minutes

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- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:09 am. Attending via teleconference and on-line presentation were Alan Harbottle, Midson Hay and Ben Rings (Alameda), Elisa Arteaga (Gridley), Brad Wilkie (Lompoc), Nathan Tang and Liem Nguyen (Port of Oakland), Kamryn Hutson (Redding), 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, Healdsburg, Plumas-Sierra, Roseville, 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, June 5, and July 3, 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 – 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, 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 Air Hygiene International and Montrose Air Quality 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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent Calendar.

- 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.

NCPA entered into a three-year Industrial Waste & Disposal Services Agreement with Chemical Waste Management, Inc., effective April 15, 2022, 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. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA does not have any agreements in place for similar services with additional vendors at this time. 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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent Calendar.

- 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.

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. 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 Thermochem, Inc. A draft Commission Staff Report, 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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent Calendar.

- 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.

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.

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, 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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent calendar.

- 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.

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. 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 Koffler Electric Mechanical Apparatus Ind. DBA Kemar, and Vince Sigal Electric, 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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent Calendar.

- 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.

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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent Calendar.

**9. NCPA 2025 Plant Outage Schedule – Staff is seeking a recommendation for Facilities Committee approval of the 2025 Plant Outage Schedule.**

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. CT1 Lodi will be in annual maintenance outage from May 1 – May 31, 2024. Geo Plant 1 Units 1 and 2 will be in a dual unit outage for 31 days from May 1 – 31, 2025. Geo Plant 2, Unit 4 will be in an outage from March 1 – March 31, 2025 Collierville Units 1 and 2 will be in a dual outage October 4, and October 5, 2025 for routine annual maintenance. Collierville Unit 2 will be in an outage October 4 – October 17, 2025. Collierville Unit 1 will be in an outage October 20 – October 31, 2025. Please contact staff with any questions, concerns, or feedback you may have regarding the 2025 planned outage schedule.

**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.**

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

The budgetary funds to complete the CT Facilities 2025 Outages will come from the pre-collected funds in the Maintenance Reserve. 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.

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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission under Discussion/Action items.

- 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.

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)

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.

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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission under Discussion/Action items.

**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”).

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. 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.

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 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"). This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission under Discussion/Action items.

- 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.

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.

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.

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 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. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission under Discussion/Action items.

**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.

NCPA, acting on behalf of the Pool Members<sup>1</sup>, entered into a General Services Agreement dated effective June 1, 2023, (the “Agreement”) pursuant to which Ulteig Engineers, Inc. provides electric meter maintenance and support services for the Pool Member meters located throughout California. The Agreement was subsequently amended (the “First Amendment”) on February 21, 2024, assigning its work from Ulteig Engineers, Inc., to Ulteig Operations, LLC.

NCPA and Ulteig now desire to enter into the Second Amendment to amend Sections, 4.2.1, 4.2.2 and 4.3 of the Agreement to modify each such Section to increase Ulteig’s allowed self-insured retention or deductible limits from \$100,000 to \$500,000, as such limits apply to Ulteig’s Commercial General Insurance, Automobile Liability Insurance, and Professional Liability Insurance requirements.

Work associated with developing the Second Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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 Second Amendment to General Services Agreement between NCPA and Ulteig Operations, LLC for Meter Maintenance (Second Amendment), and to authorize the General Manager of NCPA to enter into the Second Amendment on behalf of NCPA, including any modifications to the Second Amendment approved by the NCPA General Counsel. This item will move forward to the next Commission Meeting scheduled for August 22, 2024 on the Commission Consent Calendar.

## **INFORMATIONAL ITEMS**

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

**NCPA RFP for Renewable Energy Resources** – Staff has reviewed the responses to the NCPA 2024 Renewable/Storage RFP. Please see interest in the projects listed below based on Member feedback.

- Lodi
  - Vine Hill – 50% Share
  - 10 MW Solar / 5 MW BESS (Hawkins, Maestro, Las Camas)
- Alameda
  - 17 MW Solar / BESS (**Hawkins**, Maestro, McCloud)
- Palo Alto
  - 40 MW Solar / BESS (**Hawkins**, McCloud, Trolley)

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<sup>1</sup> The Pool Members including the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, the Port of Oakland, and Plumas-Sierra Rural Electric Cooperative.

- Roseville
  - Terra Gen Index + - 100 % Share
- Redding
  - 70 MW to 100 MW
    - McCloud, Wildcat, Las Camas, Discovery
- SVP
  - 200 MW (Hawkins)
  - Wildcat – 100% Share
  - Las Camas – 100% Share
  - Maestro, McCloud, Vertigo
    - NCPA to confirm subscription level

**16. NCPA Disaster Recovery Center Update** – Staff informed the Committee that the final bid package has been received. The RFP will go out tomorrow, August 8, 2024. The final bids will be due September 9, 2024. Staff would like to get the award of contract approved at the September Commission meeting.

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

**Hydro** – During the month of July, Collierville (CV) Power House was at 100% availability. New Spicer Meadows (NMS) Powerhouse was at 99% availability due to a PG&E TIGO. The monthly generation profiles for CV and NMS were shared with the Committee. The Lake Alpine Handrail project is nearly completed. Concrete maintenance was performed on the New Spicer Spillway during the month. Staff shared photos of the vegetation management that was done on the McKays 17kV ROW. Staff also shared three observed anomalies on the 230 kV line, which included a shifted cotter-key, dislodged corona ring, and foreign material on the insulator. The line was de-energized and staff is awaiting the contractor to re-energize the line again.

#### **Upper Reservoir Positions**

- Alpine/Utica/Spicer: 82%/76%/87%

#### **New Spicer Meadows Reservoir Storage**

- 20,173, acre feet decrease (11%) month-over-month
- 184,055-acre feet to 163,882-acre feet

#### **Current Events**

- Preparing for annual fall Spicer and Collierville outages
- FERC and DSOD upper project inspections next week
- FM insurer inspections upcoming
- Safety trainings 92% complete for the year
- Conducted FYLF training of Hydro staff and site evaluations
- Meeting with CCWD August 29<sup>th</sup>
- Received USFS approval of Pesticide Use Permit for use on Spicer dam to control woody vegetation
- Finalizing FERC Pre-Inspection Preparation Report for Spicer and McKays

**Geo** – The average net generation for the month of July was 75.1 MW. The total net generation was 55.9 GWh. FY 2024 net generation goal = 640.8 GWh. FY forecast net generation = 315.9 GWh. The FY actual net generation = 337.2 GWh at 6.7% above the forecast. Plant 1, Unit 2 casing work has been completed. Plant 1 Unit 2 included vibration testing which was going well, but then tripped. The vibration reached 10 Mills on Steam Turbine bearings 1 and 2. RTS and

NCPA have developed an action plan. The current high-level schedule is August 4 – September 11, without additional discovery work. J seals are also in need of maintenance on the Plant 1 Unit 2 rotor.

▪ **Key Projects Updates**

- Plant 1 – Unit 1 Cooling Tower Fill – Started in July – Progress is 25%
- Plant 2 – Underground Storage Tank – FY 2025
- FM Insurance Annual visit completed in July
- WAPA 230KV and 21KV Line inspections (Lakeville and Fulton) Scheduled in Aug.
- BLM GEO Steam Lease Renewal – In progress – Bring to Sept. Facilities & Commission

**CTs** – CT1 had 2 Ghost starts and 38 actual of 8 forecasted. FYTD total is 40 starts. CT2 had 13 starts of 13 forecasted. FYTD total is 13 starts.

▪ **Outages**

- **CT1 Lodi** – Exceptional dispatch on 7/1/24, unit forced out from 1941 thru 2011. During CT run up, the gas turbine flamed out due to a fault on fuel gas control valve. Dispatched a tech to site, tech inspected and tested SRV gas valve. Unit was restarted with no issues. OMS 16091108.
- Exceptional dispatch on 7/6/24, unit forced out from 1900 thru 2056. During start up, CT encountered a fuel gas compressor trip. Dispatched a tech to site and found a cylinder lubricator issue, conducted repairs and unit was returned back to operations. Unfortunately, CAISO did not want the unit back online. OMS 161220007.
- Exceptional dispatch on 7/11/24, unit forced out from 1703 thru 1911. Alarm came in on excitation cabinet high temp, an operator was dispatch to site, on his way there the unit tripped. He found the HVAC was not turning on, ACCO was called out and unfortunately the AC needs to be replaced. Operators added fans in compartment and opened cabinet doors for cooling. OMS 16156808.
- DA market award 7/20/24, unit forced out from 1900 thru 2100. Excitation system failed to synchronize. We investigated but noticed unit was slow to synchronize. Reached out to OEM and recommended to increase the synchronizer's voltage pulse signal time to the AVR from 20ms to 50ms to increase the system response time. OMS 16217000.
- **CT1 Alameda U1/U2** – Available
- **CT2 STIG** – Forced outage on 7/22/24 from 1850 thru 1940, GT tripped offline due to gas compressor C motor high temp element (found lose connection). Went for a restart and GT LP 8<sup>th</sup> stage bleed drain valve kept malfunctioning. Unit forced outage started from 7/22 @ 2015 thru 7/23 @ 0842, positioner feedback bolting was lose. OMS 16229378 & 16229557.
- On 7/25/24 @ 1622 thru 7/26/24 @ 1926, unit tripped due to HPT high vibrations at 15MW's. Checked accelerometer, accelerometer cable, checked scavenge oil return screens and found C sump had metal babbitt. The metal babbitt is coming from the HPT bearing in the turbine section. OMS # 16251825.

▪ **CT1 Lodi Run Hours**

- YTD hours 76.66 of 200 Allowed (based on calendar year)

▪ **CT1 Alameda Diesel Hours**

- U1= 5.91 hrs. of 42 (during any consecutive 12-month period)
- U2= 3.32 hrs. of 42 (during any consecutive 12-month period)

▪ **Safety**

- A few employees tested positive for Covid. They are back to work and wearing masks until August 12 as part of our protocol.

- **Environmental**
  - No issues to report

Staff reviewed the CAISO Commitment Runs for July 2024.

## **16. Planning and Operations Update**

- **Resource Integrations**
  - Lodi Strategic Reserve Resource – Pending COD
  - Sagebrush BESS – Aug 2024
  - Scarlett II – Nov 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**


**17. Next Meeting** – The next regular Facilities Committee meeting is scheduled for September 4, 2024.

## **ADJOURNMENT**

The meeting was adjourned at 12:02 pm by the Committee Chair.

**Northern California Power Agency  
August 7, 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	

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

[illegible]



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** September 27, 2024

**SUBJECT:** Brenntag Pacific, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

<b>IMPACTED MEMBERS:</b>		
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 First Amendment to the Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the contract expiration date from October 14, 2024 to April 14, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc. effective October 14, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Brenntag desire to amend the existing agreement expiration date from October 14, 2024 to April 14, 2025 to allow for continued chemical purchases until the renewal agreement is executed. NCPA has agreements in place for similar services with Airgas Specialty Products, Hill Brothers Chemical Company, Industrial Solutions, Northstar Chemical, Thatcher Company of CA, Inc. and Univar Solutions (pending).

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$2,500,000 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 September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On September 9, 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 Agreement for Purchase of Supplies with Brenntag Pacific, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc.

## RESOLUTION 24-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF SUPPLIES WITH BRENNTAG PACIFIC, INC.

(reference Staff Report #XXX:24)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Brenntag Pacific, Inc. entered into a Multi-Task Agreement for Purchase of Supplies effective October 14, 2019, to provide such chemicals; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Brenntag Pacific, Inc. desire to amend the existing agreement expiration date from October 14, 2024 to April 14, 2025 to allow for continued chemical purchases until the renewal agreement is completed; 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 Agreement for Purchase of Supplies with Brenntag Pacific, Inc., with any non-substantial changes as approved by the NCPA General Counsel, extending the contract expiration date from October 14, 2024 to April 14, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
AGREEMENT FOR PURCHASE OF SUPPLIES  
BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
BRENNTAG PACIFIC, INC.**

This Agreement for Purchase of Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Brenntag Pacific, Inc., ("Supplier"), whose principal office is located at 10747 Patterson Place, Santa Fe Springs, CA 90670 (individually, a "Party" and together referred to as the "Parties") as of October 14, 2019 (the "Effective Date").

**Section 1. SCOPE.** In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to use commercially reasonable efforts to deliver the supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, on or before the Agency's requested delivery date. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title and risk of loss shall pass as provided in Section 9.3 of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

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

**Section 3. TERM AND TERMINATION OF AGREEMENT.**

- 3.1** This Agreement shall begin upon the Effective Date and shall end on the later of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A pursuant to a Purchase Order issued within five (5) years of the Effective Date.
- 3.2** If at any time either Party files a petition seeking to take the benefit of any bankruptcy or insolvency proceeding, or becomes subject to such a proceeding, the other Party shall have the right, by written notice, to immediately terminate this Agreement.
- 3.3** Either Party may terminate this Agreement upon one hundred and eighty (180) calendar days prior written notice to the other Party.

**Section 4. REQUEST FOR GOODS.** At such time that Agency determines to request Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods are requested to be delivered. Each Purchase Order is subject to Supplier's acceptance, provided, however, that Supplier shall have seven (7) calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier

chooses not to provide the Requested Goods. If Supplier agrees in writing to provide the Requested Goods or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 5.** Any claim for shortage in quantity of the Goods that was reasonably discoverable upon visual inspection shall be deemed to be waived by Agency unless made in writing within thirty (30) days from the date of delivery; provided, however, that this Section 5 shall not be deemed to waive any other claims regarding a defect in the quality or identity of the Goods, which claims shall be governed by Section 8 (Warranty) of this Agreement. No action, regardless of form, arising out of the sale or delivery of Goods hereunder, may be commenced by Agency more than one (1) year after the occurrence and Agency discovery of the event giving rise to such cause of action.

**Section 6. COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

- 6.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 6.3 Financial Responsibility.** If, in the reasonable judgment of Supplier, the financial responsibility of Agency shall at any time become impaired, Supplier may suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt, before shipment, of payment in cash or satisfactory security for such payment.
- 6.4 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have



waived its right to collect its final payment for the Requested Goods from Agency.

**Section 7. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 7.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 7.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles utilized in the transport of the Goods to the Agency's Project Site.
- 7.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury, sudden and accidental release and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage required hereunder.
- 7.4 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 7.5 All Policies Requirements.**
- 7.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary to the extent of Supplier's indemnification obligations in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.
- 7.5.2 Notice of Reduction in or Cancellation of Coverage.** With regard to any insurance policies required under this Agreement, Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation

where such policies will not be replaced with like coverage or materially adverse reduction in scope or amount of the insurance required under this Agreement.

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

**7.5.4 Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention, if any, to the Agency; the amount shall be not more than \$100,000.

**Section 8. WARRANTY.** Upon delivery, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are not subject to any liens or encumbrances; and meet the specifications of Agency, and, if none, then the manufacturer's specifications. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other applicable codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all within industry standards expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WARRANTY WITH RESPECT TO THE RESULTS OBTAINED OR OBTAINABLE FROM THE USE OF ANY GOODS SUPPLIED BY SUPPLIER HEREUNDER. Moreover, if, during the period (i) twelve (12) months from delivery or (ii) the shelf life of the Goods, if stated in writing to be less than twelve (12) months, the Goods provided by Supplier under this Agreement fail to comply with this Section 8, Supplier shall, upon any reasonable written notice from Agency, and provided that (a) Agency's account with Supplier is current and in good standing, as provided under Section 6.2 of this Agreement (ii) Agency has properly stored the Goods in accordance with Supplier's or manufacturer's written instructions, (iii) provided Supplier a sample for testing and (iv) subject to Section 5, replace or repair the same to Agency's reasonable satisfaction.

## **Section 9. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

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

**9.2 Scope.** Subject to the limitations of liability set forth elsewhere herein, Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees,

agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation reasonable costs and fees of litigation), judgments and causes of action of every nature to the extent directly and proximately caused by: (i) any negligent acts or omissions or willful misconduct by Supplier, its officers, officials, agents, and employees, (ii) Supplier's violation of law, or (iii) Supplier's breach of this Agreement.

- 9.3 Transfer of Title and Risk of Loss.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by Agency. In the event a spill, leak, discharge or release directly and proximately caused by Supplier or results from Supplier's transfer to but excluding the integrity of Agency's storage tanks requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier or Agency be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site, Supplier agrees to remediate, remove or cleanup Agency's Site to the extent the leak, spill or release was directly and proximately caused by Supplier or resulted from the Supplier's transfer operation to Agency storage tanks to the standard required by and may include receiving a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

**Section 10. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

**Section 11. FORCE MAJEURE.** Neither Party shall be liable in damages or otherwise, for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond that Party's reasonable control. Notwithstanding anything contained or implied in this Agreement, neither Party shall be required to perform at an economic loss to overcome a force majeure or settle a labor dispute against its will in the performance of its obligations hereunder. If any force majeure event continues for more than thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party.

**Section 12. MISCELLANEOUS PROVISIONS.**

- 12.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein. No provision of any Purchase Order or other document issued by either Party will alter or add to the terms of this Agreement (other than general commercial terms that vary from Purchase Order to Purchase Order such as



quantity, price, desired delivery date and delivery location), and any such provision or modification will be void and of no effect. No modification of this Agreement shall be effected by the Parties' course of dealing, usage, or trade custom.

- 12.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 12.3 Compliance with Applicable Law.** Both Parties shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 12.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 12.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 12.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld, conditioned or delayed. Agency may not assign this Agreement without Supplier's prior credit approval, which approval shall not be unreasonably withheld, conditioned or delayed.
- 12.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California, without reference to its conflict of laws rules, and venue shall lie in the state or federal courts or both located in Placer County or in the county to which the Goods are delivered.
- 12.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 12.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 12.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom the waiver is sought to be enforced.

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

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

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

**12.13 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his designee or successor, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

**12.14 Notices.** Any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (i) certified or registered mail, return receipt requested, (ii) nationally recognized overnight delivery service, or (iii) personal delivery. For any notice relating to a breach or termination hereof to be effective against Supplier, a copy of such notice shall be sent to Brenntag North America, Inc., 5083 Pottsville Pike, Reading, PA 19605, Attention: General Counsel. Notice shall be effective on the date on which it is actually received or refused by the addressee. Notices shall be sent to the addresses specified below, which the Parties agree to promptly update as necessary.

Any written notice to Supplier shall be sent to:

Brenntag Pacific, Inc.  
10747 Patterson Place  
Santa Fe Springs, CA 90670

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

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

- 12.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
- 12.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 12.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails after thirty (30) days of legal counsel's involvement, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 12.15.4** The mediation process shall provide for the selection by both Parties within fifteen (15) days of the failure of resolution by legal counsel of a disinterested third person as mediator, shall be commenced within thirty (30) days of selection of a mediator and shall be concluded within fifteen (15) days from the commencement of the mediation. The mediator shall be knowledgeable in either the chemical or distribution industry and knowledgeable regarding public agencies. Mediation shall take place in Placer County, California or such other location as the Parties mutually agree.
- 12.15.5** Each Party shall bear its own costs relating to the mediation irrespective of its outcome, provided, however that the Parties shall equally bear all other costs of mediation, including the costs of any third party mediator.
- 12.15.6** The mediator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by this Agreement, or injunctive or any other equitable relief. Nothing in this Agreement shall preclude either Party from seeking injunctive or equitable relief in accordance with applicable law or seeking redress from the courts for any dispute involving a third party.
- 12.15.7** 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.*

- 12.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 12.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 12.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 12.19 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto, with no intent to benefit any non-signator third parties.
- 12.20 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.


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

NORTHERN CALIFORNIA POWER AGENCY

BRENNTAG PACIFIC, INC.

Date: 10/14/19

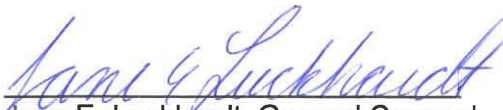
Date: 8/30/2019

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

  
\_\_\_\_\_  
**TIM DEAL,**  
Vice President

Attest:   
\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

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

## EXHIBIT A

### PURCHASE LIST

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

Anhydrous Ammonia (R Grade)	No Quote
Aqueous Ammonia 19%	\$ 0.49 / Lb
Hydrated Lime 90%	\$ 420.00 / Ton
MagOx 93	\$ 672.00 / Ton
Magnesium Sulfate 30%	No Quote
Sodium Bisulfite 40%	\$ 0.37 / Lb
Sodium Hydroxide 15% (Caustic Soda)	No Quote
Sodium Hypochlorite 12.5% (Bleach)	\$ 0.136 / Lb
Sulfuric Acid 93%	No Quote

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

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

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

**EXHIBIT B**

**CERTIFICATION**

**Affidavit of Compliance for Suppliers**

I, Tim Deal V.P. Southern Region

(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

BRENNTAG PACIFIC, 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.

Tim Deal

(Signature of officer or agent)

Dated this 30th day of Aug., 2019.

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

EXHIBIT C

CERTIFICATION

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

I, Tim Deal V.P. Southern Region,

(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,

BRENNTAG PACIFIC, INC.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

Tim Deal  
(Signature of officer or agent)

Dated this 30th day of Aug., 2019

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 AGREEMENT FOR PURCHASE OF SUPPLIES  
BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND BRENNTAG PACIFIC, INC.**

This First Amendment (“Amendment”) to the Multi-Task Agreement for Purchase of Supplies is entered into by and between the Northern California Power Agency (“Agency”) and Brenntag Pacific, Inc. (“Supplier”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Supplies dated effective October 14, 2019, (the “Agreement”) for Supplier to provide chemicals at any of the NCPA Facilities; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of October 14, 2024 to a new expiration date of April 14, 2025; and

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

WHEREAS, in accordance with Section 12.20 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 3—Term and Termination of Agreement** of the Agreement is amended and restated to read in full as follows:

This Agreement shall begin on the Effective Date and shall end no later than April 14, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

///

///



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

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

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

NORTHERN CALIFORNIA POWER AGENCY

BRENNTAG PACIFIC, INC.

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

\_\_\_\_\_  
**TOM CRAIN, President**

Attest:

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

Approved as to Form:

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



## **Brenntag Pacific, Inc. First Amendment to Multi-Task Agreement for Purchase of Supplies**

Facilities Committee  
September 4, 2024

## Background

- NCPA entered into a Five Year Multi-Task Agreement for Purchase of Supplies with Brenntag Pacific, Inc., effective October 14, 2019, to provide chemicals at all NCPA facilities.
- NCPA relies on chemicals purchased from the Supplier for ongoing operations
- NCPA initiated the agreement renewal process in January 2024 and negotiations are still on-going.
- NCPA and Brenntag desire to amend the existing agreement expiration from 10/14/2024 to 4/14/2025 to allow for continued chemical purchases until the renewal agreement is completed.

## **General Scope of Work**

- Cost = Remains Not to Exceed \$2,500,000
- Supplies provided:
  - Various bulk chemicals
- Similar Agreements in Place:
  - Airgas Specialty Products
  - Hill Brothers Chemical Company
  - Industrial Solutions
  - Northstar Chemical
  - Thatcher Company of CA, Inc.
  - Univar Solutions (pending)

## **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 Agreement for Purchase of Supplies, extending the expiration date from October 14, 2024 to April 14, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** September 27, 2024

**SUBJECT:** Hill Brothers Chemical Company – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

<b>IMPACTED MEMBERS:</b>		
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 Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the contract expiration date from October 25, 2024 to April 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company effective October 25, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Hill Brothers desire to amend the existing agreement expiration from October 25, 2024 to April 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed. NCPA has agreements in place for similar services with Airgas Specialty Products, Brenntag Pacific, Inc., Industrial Solutions, Northstar Chemical, Thatcher Company of CA, Inc. and Univar Solutions (pending).

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$2,500,000 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 September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.



AFTER LEC PPC APPROVAL: On September 9, 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 Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company

## RESOLUTION 24-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH HILL BROTHERS CHEMICAL COMPANY

(reference Staff Report #XXX:24)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Hill Brothers Chemical Company entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies effective October 25, 2019, to provide such chemicals; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Hill Brothers Chemical Company desire to amend the existing agreement expiration from October 25, 2024 to April 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed; 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 Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company, with any non-substantial changes as approved by the NCPA General Counsel, extending the contract expiration date from October 25, 2024 to April 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
AGREEMENT FOR PURCHASE OF  
EQUIPMENT, MATERIALS AND SUPPLIES  
BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
HILL BROTHERS CHEMICAL COMPANY**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Hill Brothers Chemical Company, ("Supplier"), whose principal office is located at 3000 E. Birch Street, Suite 108, Brea, CA 92821 (together sometimes referred to as the "Parties") as of October 25, 2019 (the "Effective Date").

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

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

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

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

**Section 5. COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

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

**6.5 All Policies Requirements.**

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

**6.5.2 Notice of Reduction in or Cancellation of Coverage.** Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

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

**6.5.4 Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

**6.5.5 Additional Certificates and Endorsements.** Not Applicable.

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

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



**Section 7. WARRANTY.** In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

**Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

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

discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

## **Section 9. MISCELLANEOUS PROVISIONS.**

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

**9.13 Contract Administrator.** This Agreement shall be administered by 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.

**9.14 Notices.** Any written notice to Supplier shall be sent to:

Hill Brothers Chemical Company  
Attention: Frank Alari  
3000 E. Birch Street, Suite 108  
Brea, CA 92821

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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



- 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16** **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17** **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18** **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19** **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20** **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date: 10/25/19  
Randy S. Howard  
**RANDY S. HOWARD,**  
General Manager

HILL BROTHERS CHEMICAL COMPANY

Date: 11/07/19  
Frank Alari  
**FRANK ALARI,**  
Regional Sales Manager

Attest:

[Signature]  
Assistant Secretary of the Commission

Approved as to Form:

[Signature]  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**PURCHASE LIST**

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

<u>Product</u>	<u>Pricing</u>
Anhydrous Ammonia (R Grade)	\$540/ton + \$525.60 delivery charge
Aqueous Ammonia 19%	\$0.38/Lb delivered
Hydrated Lime 90%	
MagOx 93 HR 325	\$708/ton FOB Gabs, NV PPA \$41.86/ton + 30% fuel surcharge
Magnesium Sulfate 30%	
Sodium Bisulfite 40%	
Sodium Hydroxide 15% (Caustic Soda)	
Sodium Hypochlorite 12.5% (Bleach)	
Sulfuric Acid 93%	

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

**EXHIBIT B**  
**CERTIFICATION**

**Affidavit of Compliance for Suppliers**

I, Frank Alari, Regional Sales Manager,

(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

HILL BROTHERS CHEMICAL COMPANY

(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 7 day of OCTOBER, 2019.

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

**EXHIBIT C**  
**CERTIFICATION**

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

I, Frank Alari, Regional Sales Manager,

(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,

HILL BROTHERS CHEMICAL COMPANY

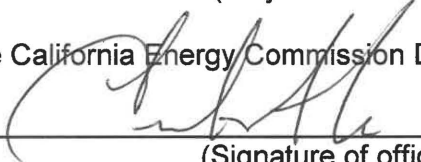
(Company name)

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 7 day of OCTOBER, 2019.

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 AGREEMENT FOR PURCHASE OF EQUIPMENT,  
MATERIALS AND SUPPLIES BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND HILL BROTHERS CHEMICAL  
COMPANY**

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Hill Brothers Chemical Company ("Supplier") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies dated effective October 25, 2019, (the "Agreement") for Supplier to provide chemicals at any of the NCPA Facilities; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of October 25, 2024 to a new date of April 25, 2025; and

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

WHEREAS, in accordance with Section 9.20 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 3—Term of Agreement** of the Agreement is amended and restated to read in full as follows:

This Agreement shall begin upon Effective Date and shall end no later than April 25, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

///

///

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

HILL BROTHERS CHEMICAL COMPANY

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

\_\_\_\_\_  
**PATRICIA SANTANA, Corporate Secretary**

Attest:

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

Approved as to Form:

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



## **Hill Brothers Chemical Company First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies**

Facilities Committee  
September 4, 2024



## Background

- NCPA entered into a Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hill Brothers Chemical Company, effective October 25, 2019, to provide chemicals at all NCPA facilities.
- NCPA relies on chemicals purchased from the Supplier for ongoing operations
- NCPA initiated the agreement renewal process in January 2024 and negotiations are still on-going.
- NCPA and Hill Brothers desire to amend the existing agreement expiration from 10/25/2024 to 4/25/2025 to allow for continued chemical purchases until the renewal agreement is completed.

## **General Scope of Work**

- Cost = Remains Not to Exceed \$2,500,000
- Supplies provided:
  - Various bulk chemicals
- Similar Agreements in Place:
  - Airgas Specialty Products
  - Brenntag Pacific, Inc.
  - Industrial Solutions
  - Northstar Chemical
  - Thatcher Company of CA, Inc.
  - Univar Solutions (pending)

## **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 Agreement for Purchase of Equipment, Materials and Supplies, extending the expiration date from October 25, 2024 to April 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** September 27, 2024

**SUBJECT:** Thatcher Company of California, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

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

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from November 25, 2024 to May 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. effective November 25, 2019, for use at all NCPA facilities. NCPA relies on chemicals purchased from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in January 2024 and negotiations are still on-going. NCPA and Thatcher Company of California, Inc. desire to amend the existing agreement expiration from November 25, 2024 to May 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed. NCPA has agreements in place for similar services with Airgas Specialty Products, Brenntag Pacific, Inc., Hill Brothers Chemical Company, Industrial Solutions, Northstar Chemical and Univar Solutions (pending).

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$2,500,000 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 September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On September 9, 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 Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc.

## RESOLUTION 24-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH THATCHER COMPANY OF CALIFORNIA, INC.

(reference Staff Report #XXX:24)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Thatcher Company of California, Inc. entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies effective November 25, 2019, to provide such chemicals; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Thatcher Company of California, Inc. desire to amend the existing agreement expiration from November 25, 2024 to May 25, 2025 to allow for continued chemical purchases until the renewal agreement is completed; 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 Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc., with any non-substantial changes as approved by the NCPA General Counsel, extending the expiration date from November 25, 2024 to May 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY





**MULTI-TASK  
AGREEMENT FOR PURCHASE OF  
EQUIPMENT, MATERIALS AND SUPPLIES  
BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
THATCHER COMPANY OF CALIFORNIA, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Thatcher Company of California, Inc. ("Supplier"), whose principal office is located at 8625 Unsworth Avenue, Sacramento, CA 95828 (together sometimes referred to as the "Parties") as of November 25, 2019 (the "Effective Date").

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

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

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

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

**Section 5. COMPENSATION.** Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering

all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.

- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.
- 6.4 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 6.5 All Policies Requirements.**
- 6.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.
- 6.5.2 Notice of Reduction in or Cancellation of Coverage.** Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.
- 6.5.3 Waiver of Subrogation.** Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- 6.5.4 Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.
- 6.6 Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand

dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

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

**Section 7. SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW.**

Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES : THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED , WHETHER WITH RESPECT TO ITS RECOMMENDATIONS , INSTRUCTIONS, GOODS , APPARATUS , PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY , SUITABILITY , FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

**LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:**

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS , AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL , CONSEQUENTIAL, SPECIAL , EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY .



- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.

ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

## **Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

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

Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

## **Section 9. MISCELLANEOUS PROVISIONS.**

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

- 9.13 Contract Administrator.** This Agreement shall be administered by 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.
- 9.14 Notices.** Any written notice to Supplier shall be sent to:

Thatcher Company of California, Inc.  
Attention: Craig N. Thatcher, President  
P.O. Box 27407  
Salt Lake City, Utah 84127-0407

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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



- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 9.21 Force Majeure.**
- a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
  - b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

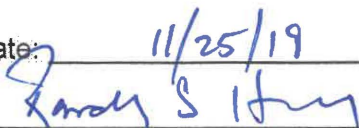
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY  
INC.

THATCHER COMPANY OF CALIFORNIA,

Date:


11/25/19

  
RANDY S. HOWARD,  
General Manager

Date: October 10, 2019

  
CRAIG THATCHER, President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**PURCHASE LIST**

As requested by Agency, Supplier shall provide supplies ("Goods") including, but not limited to the following:

Anhydrous Ammonia (R Grade)	No Quote
Aqueous Ammonia 19%	No Quote
Hydrated Lime 90%	No Quote
MagOx 93 HR 325	No Quote
Magnesium Sulfate 30%	No Quote
Sodium Bisulfite 40%	\$ 0.425 / lb
Sodium Hydroxide 15% (Caustic Soda)	\$ 0.72 / lb
Sodium Hypochlorite 12.5% (Bleach)	\$ 0.878 / GL
Sulfuric Acid 93%	\$ 0.09 / lb

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

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

**EXHIBIT B**  
**CERTIFICATION**

**Affidavit of Compliance for Suppliers**

I, Craig Thatcher, President

(Name of person signing affidavit)(Title)

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

THATCHER COMPANY OF CALIFORNIA, 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 10th day of October, 20 19.

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

**EXHIBIT C**  
**CERTIFICATION**

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

I, Craig Thatcher, President

(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,

THATCHER COMPANY OF CALIFORNIA, INC.

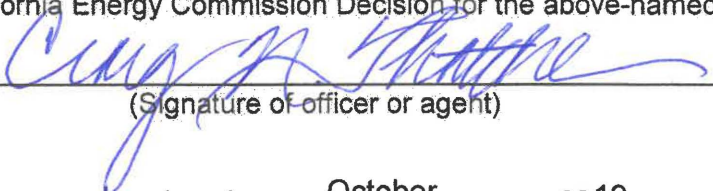
(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

  
(Signature of officer or agent)

Dated this 10th day of October, 2019.

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 AGREEMENT FOR PURCHASE OF EQUIPMENT,  
MATERIALS AND SUPPLIES BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND THATCHER COMPANY OF  
CALIFORNIA, INC.**

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Thatcher Company of California, Inc. ("Supplier") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies dated effective November 25, 2019, (the "Agreement") for Supplier to provide chemicals at any of the NCPA Facilities; and

WHEREAS, the Agency relies on chemicals purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of November 25, 2024 to a new date of May 25, 2025; and

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

WHEREAS, in accordance with Section 9.20 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 3—Term of Agreement** of the Agreement is amended and restated to read in full as follows:

This Agreement shall begin upon Effective Date and shall end no later than May 25, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

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

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

NORTHERN CALIFORNIA POWER AGENCY  
INC.

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

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

THATCHER COMPANY OF CALIFORNIA,

\_\_\_\_\_  
**MICHAEL MITCHELL, President**

Attest:

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

Approved as to Form:

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



## **Thatcher Company of California, Inc. First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies**

Facilities Committee  
September 4, 2024



## Background

- NCPA entered into a Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc., effective November 25, 2019, to provide chemicals at all NCPA facilities.
- NCPA relies on chemicals purchased from the Supplier for ongoing operations
- NCPA initiated the agreement renewal process in January 2024 and negotiations are still on-going.
- NCPA and Thatcher desire to amend the existing agreement expiration from 11/25/2024 to 5/25/2025 to allow for continued chemical purchases until the renewal agreement is completed.

## **General Scope of Work**

- Cost = Remains Not to Exceed \$2,500,000
- Supplies provided:
  - Various bulk chemicals
- Similar Agreements in Place:
  - Airgas Specialty Products
  - Brenntag Pacific, Inc.
  - Hill Brothers Chemical Company
  - Industrial Solutions
  - Northstar Chemical
  - Univar Solutions (pending)

## **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 Agreement for Purchase of Equipment, Materials and Supplies, extending the expiration date from November 25, 2024 to May 25, 2025, with the not to exceed amount to remain unchanged at \$2,500,000, for continued use at any facilities owned and/or operated by NCPA.



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** September 27, 2024

**SUBJECT:** Matheson Tri-Gas, Inc. – First Amendment to Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for CEMS Gases Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

<b>IMPACTED MEMBERS:</b>		
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 Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. for CEMS gases purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the expiration date from October 24, 2024 to April 24, 2025 and amending the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

CEMS gases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. effective October 24, 2019, for use at all NCPA facilities. NCPA relies on CEMS gases from the Supplier for ongoing operations. NCPA initiated the renewal agreement process in March 2024 and negotiations are still on-going. NCPA and Matheson Tri-Gas, Inc. desire to amend the existing agreement expiration from October 24, 2024 to April 24, 2025 to allow for continued CEMS gases purchases until the renewal agreement is completed. Additionally, Matheson Tri-Gas, Inc. desires to amend the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000. NCPA has agreements in place for similar services with Airgas USA, LLC (GEO only) and North Bay Gas.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

Pending Committee review and approval.

**AFTER FACILITIES APPROVAL:** On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On September 9, 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 Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc.
- First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc.

**RESOLUTION 24-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK AGREEMENT FOR PURCHASE OF  
EQUIPMENT, MATERIALS AND SUPPLIES WITH MATHESON TRI-GAS, INC.**

**(reference Staff Report #XXX:24)**

WHEREAS, CEMS gases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, NCPA and Matheson Tri-Gas, Inc. entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies effective October 24, 2019, to provide such CEMS gases; and

WHEREAS, the Agency relies on CEMS gases from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current contract; and

WHEREAS, NCPA and Matheson Tri-Gas, Inc. desire to amend the existing agreement expiration from October 24, 2024 to April 24, 2025 to allow for continued CEMS gases purchases until the renewal agreement is completed; and

WHEREAS, Matheson Tri-Gas, Inc. desires to amend the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000; 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 enter into a First Amendment to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc., with any non-substantial changes as approved by the NCPA General Counsel, extending the expiration date from October 24, 2024 to April 24, 2025 and amending the self-insured retention from not more than \$500,000 to not more than \$2,000,000, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY





**MULTI-TASK  
AGREEMENT FOR PURCHASE OF  
EQUIPMENT, MATERIALS AND SUPPLIES  
BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
MATHESON TRI-GAS, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Matheson Tri-Gas, Inc., ("Supplier"), whose principal office is located at 3080 North State Street, Ukiah, CA 95482 (together sometimes referred to as the "Parties") as of October 24, 2019 (the "Effective Date").

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

**Section 2. PROJECT SITE.** Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement.

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

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

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

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

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

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

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

- 6.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

- 6.4 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 6.5 All Policies Requirements.**
- 6.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.
- 6.5.2 Notice of Reduction in or Cancellation of Coverage.** Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.
- 6.5.3 Waiver of Subrogation.** Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- 6.5.4 Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$500,000.
- 6.5.5 Additional Certificates and Endorsements.** Not Applicable
- 6.6 Pollution Insurance** If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).
- "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

**Section 7. WARRANTY.** In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

**Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.**

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



discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

## **Section 9. MISCELLANEOUS PROVISIONS.**

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

**9.13 Contract Administrator.** This Agreement shall be administered by 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.

**9.14 Notices.** Any written notice to Supplier shall be sent to:

Elijah Smolen  
Regional General Manager  
Matheson Tri-Gas, Inc.  
3080 North State 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

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

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

- 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16** **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17** **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18** **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19** **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20** **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

MATHESON TRI-GAS, INC.

Date: 11/20/19

Date: 10/24/19

Randy S. Howard  
**RANDY S. HOWARD, General Manager**

Eljah Smolen  
**ELIJAH SMOLEN, General Manager**

Attest:

[Signature]  
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt  
Jane E. Luckhardt, General Counsel



## EXHIBIT A

### PURCHASE LIST

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facility locations owned and/or operated by Agency.

Lodi Energy Center (LEC)								
EPA Protocols	Product Description	Cylinder Size	Purity	Cylinder Price \$	Quantity needed on Hand at Site	Frequency Month / Quarter / Yearly	Notes	Rental Cylinder Specialty Codes
Certified Mixes	8.5ppm NH3/bal Air	150A(141 cf)	Cert	\$ 400.00	1	Every 2-3 years	HX G2690175	
	2.5ppm NO/bal N2	150A(141 cf)	EPA	\$ 198.00	1	Every 2-3 years	HX G2678039	HEI
	5.5ppm NO/bal N2	150A(141 cf)	EPA	\$ 198.00	2	1 Every 2 months	HX G2671789	HEI
	90ppm NO/bal N2	150A(141 cf)	EPA	\$ 198.00	2	1 Every 2-3 years	HX G2673459	HEI
	2.5ppm NO/2.5ppm CO/bal N2	150A(141 cf)	EPA	\$ 302.00	1	Every 2-3 years	HX G2676615	HEI
	5.5ppm NO/5.5ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	1	Every 2-3 years	HX G2680595	HEI
	25ppm NO/800ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	1	Every 2-3 years	HX G2696151	
	55ppm NO/1700ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	1	Every 2-3 years	HX G2696152	
	9ppm NO/9ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	2	1 Every 2 months	HX G2680537	HEI
	90ppm NO/2500ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	2	1 Every 2-3 years	HX G2696153	
	18% O2/bal N2	150A(141 cf)	EPA	\$ 176.00	2	1 Every 2 months	HX G2673287	HEI
	5.5% O2/bal N2	150A(141 cf)	EPA	\$ 176.00	1	Every 2-3 years	HX G2672426	HEI
	11% O2/bal N2	150A(141 cf)	EPA	\$ 176.00	1	Every 2-3 years	HX G2673286	HEI
	25ppm NO/bal N2	150A(141 cf)		\$ 198.00	1	Every 2-3 years	HX G2672865	HEI
	54ppm NO/bal N2	150A(141 cf)		\$ 198.00	1	Every 2-3 years	HX G2675481	HEI
	Chromatograph Cal Gas	150A(141 cf)		\$ 684.00	1	Every 2-3 years	HX G2173101	
	Helium, Ultra High Purity 5.0	300 cf		\$ 300.00	2	1 Every 2 months	HE UHP1L	SGL
	Nitrogen CEMS (99.9999%) Grade	255 cf	CEMS	\$ 405.00	2	1 Every 2 months	HX G2173101	SGL
STIG (CT2)								
EPA Protocols	Product Description	Cylinder Size	Purity	Cylinder Price \$	Quantity needed on Hand at Site	Frequency Month / Quarter / Yearly	Notes	Rental Cylinder Specialty Codes
Certified Mixes	22.5% O2/bal N2	150A(141 cf)	EPA	\$ 176.00	2	1 Every 2 months	HX G2676491	HEI
	13.75% O2/bal N2	150A(141 cf)	EPA	\$ 176.00	1	Every 2-3 years	HX G2672880	HEI
	6.25% O2/bal N2	150A(141 cf)	EPA	\$ 176.00	1	Every 2-3 years	HX G2672829	HEI
	9ppm NO/bal N2	150A(141 cf)	EPA	\$ 198.00	2	1 Every 2 months	HX G2673071	HEI
	5.5ppm NO/bal N2	150A(141 cf)	EPA	\$ 198.00	1	Every 2-3 years	HX G2671789	HEI
	2.5ppm NO/bal N2	150A(141 cf)	EPA	\$ 220.00	1	Every 2-3 years	HX G2678039	HEI
	90ppm NO/45ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	2	1 Every 2 months	HX G2696145	HEI
	55ppm NO/27.5ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	1	Every 2-3 years	HX G2696146	HEI
	25ppm NO/12.5ppm CO/bal N2	150A(141 cf)	EPA	\$ 220.00	1	Every 2-3 years	HX G2696147	HEI

Shared Gases								
Industrial	Product Description	Cylinder Size	Purity	Cylinder Price \$	Quantity needed on Hand at Site	Frequency Month / Quarter / Yearly	Notes	Rental Cylinder Specialty Codes
	Argon - Industrial	60 Ind		\$ 40.00			AR 60	HPS
	Propylene	30 Ind		\$ 62.48			FG 30	PR
	Liquid N2	180 Liters	Ind	\$ 125.00	2	1 Every 2 months	NI 180	LC
	Nitrogen	250 Ind		\$ 30.00	2	1 Every 2 months	NI 250	HPL
	Oxygen - Industrial	250 Ind		\$ 25.00	2	1 Every 2 months	OX 250	HPL
	Acetylene	Size 4	Ind	\$ 75.00			AC SM	ACL
	Argon - Industrial	300 Ind		\$ 80.00			AR 300	HPL
	Sulfur Hexafluoride	200 CP		\$ 2,371.00	1	Every 2-3 years	HG G1186101	HEI

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

Monthly Cylinder Rentals: \$5.50 Per Month (Per Cylinder), \$1.50 Per Day for Liquid Nitrogen (per Cylinder) If Applicable

Delivery Charges: \$25.00 Per Delivery, If Applicable

Hazmat Fee: \$7.50 Per Delivery, If Applicable

Miscellaneous Material Purchases: Discounts generally range from 10-30%, can vary depending on product.

Additional products not listed above will be quoted at the time of request.

**EXHIBIT B**

**CERTIFICATION**

**Affidavit of Compliance for Suppliers**

I, Elijah Smolen

(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

Matheson Tri Gas

(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.

E Smolen

(Signature of officer or agent)

Dated this 14 day of November, 2019.

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

**EXHIBIT C**

**CERTIFICATION**

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

I, Elijah Smolen

(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,

Matheson Tri-Gas

(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.

E Smolen  
(Signature of officer or agent)

Dated this 14 day of November, 20 19

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





**FIRST AMENDMENT TO MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,  
MATERIALS AND SUPPLIES BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND MATHESON TRI-GAS, INC.**

This First Amendment ("Amendment") to the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Matheson Tri-Gas, Inc. ("Supplier") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies dated effective October 24, 2019, (the "Agreement") for Supplier to provide CEMS gases, supplies and associated materials at any of the NCPA Facilities; and

WHEREAS, the Agency relies on the products purchased from the Supplier for ongoing operations; and

WHEREAS, negotiations for a renewal contract are taking longer than anticipated, and a new agreement is not likely to be executed prior to expiration of the current agreement; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional 6-month period from the original expiration date of October 24, 2024 to a new date of April 24, 2025; and

WHEREAS, the Supplier now desires to amend the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000; and

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

WHEREAS, in accordance with Section 9.20 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 3 - Term of Agreement** of the Agreement is amended and restated to read in full as follows:

This Agreement shall begin upon Effective Date and shall end no later than April 24, 2025, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

2. **Section 6.5.4 – Self-Insured Retention** of the Agreement is amended and restated to read in full as follows:

Supplier shall declare the amount of self-insured retention to the Agency; the amount shall be not more than \$2,000,000.

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

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

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

MATHESON TRI-GAS, INC.

\_\_\_\_\_  
**CHRISTOPHER T. GEISER, Zone  
Vice President**

Attest:

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

Approved as to Form:

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



# **Matheson Tri-Gas, Inc. First Amendment to Multi-Task Agreement for Purchase of Equipment, Materials and Supplies**

Facilities Committee  
September 4, 2024

## Background

- NCPA entered into a Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc., effective October 24, 2019, to provide CEMS gases at all NCPA facilities.
- NCPA relies on CEMS gases purchased from the Supplier for ongoing operations
- NCPA initiated the agreement renewal process in March 2024 and negotiations are still on-going.
- NCPA and Matheson desire to amend the existing agreement expiration from 10/24/2024 to 4/24/2025 to allow for continued gases purchases until the renewal agreement is completed.
- Matheson also desires to amend the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000



## **General Scope of Work**

- Cost = Remains Not to Exceed \$1,000,000
- Supplies provided:
  - CEMS Gases
- Similar Agreements in Place:
  - Airgas USA, LLC (GEO only)
  - North Bay Gas

## **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 Agreement for Purchase of Equipment, Materials and Supplies, extending the contract expiration date from October 24, 2024 to April 24, 2025 and amending the self-insured retention amount from not more than \$500,000 to not more than \$2,000,000, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** September 27, 2024

**SUBJECT:** Southern Counties Lubricants, LLC – Five Year Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC for oil analysis and related supplies, on-site and off-site oil filtration services, and purchase of miscellaneous lubricants, 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.

## **BACKGROUND:**

Oil analysis and related supplies, on-site and off-site oil filtration services, and purchase of miscellaneous lubricants are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA currently has an agreement in place with Southern Counties Lubricants, LLC, which is expiring. 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 Westgate Petroleum Company, Inc, Nick Barbieri Trucking LLC dba Redwood Coast Fuels, and Valley Pacific Petroleum Service, Inc.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

Pending Committee review and approval.

**AFTER FACILITIES APPROVAL:** On September 4, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On September 9, 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 and Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC

**RESOLUTION 24-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT AND PURCHASE OF  
EQUIPMENT, MATERIALS & SUPPLIES WITH SOUTHERN COUNTIES LUBRICANTS, LLC**

**(reference Staff Report #XXX:24)**

WHEREAS, oil analysis and related supplies, on-site and off-site oil filtration services, and purchase of miscellaneous lubricants, are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Southern Counties Lubricants, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC to provide such services as needed at any facilities owned and/or operated by NCPA; and

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

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

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

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



## **MULTI-TASK GENERAL SERVICES AGREEMENT AND PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SOUTHERN COUNTIES LUBRICANTS, LLC**

This agreement for general services and purchase of equipment, materials, and supplies ("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 Southern Counties Lubricants, LLC, a limited liability company with its office located at Payment Address: P.O. Box 5765, Orange, CA 92863; Physical Address: 992 Hensley Street, Richmond, CA 94801 ("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 equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 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 consistent with the terms of this Agreement.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be



completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION FIVE-HUNDRED THOUSAND dollars (\$1,500,000) 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.

For Goods: Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

Invoices shall be sent to:

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

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

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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 left blank.

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

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

**4.5 All Policies Requirements.**

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

**4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any

reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

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

**4.5.4 Additional Certificates and Endorsements.** Not Applicable.

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

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

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

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

**5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

## **Section 6. STATUS OF CONTRACTOR.**

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

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

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

Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

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

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

**6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

**6.6 Maintenance Labor Agreement.** Not Applicable

## **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.

**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 Generation 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:

Southern Counties Lubricants, LLC  
992 Hensley Street  
Richmond, CA 94801

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

SOUTHERN COUNTIES LUBRICANTS,  
LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**BRETT LEGGITT, Division Manager**

Attest:

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

Approved as to Form:

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



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

Southern Counties Lubricants, LLC ("Contractor") shall provide, but not limited to oil analysis and related supplies, on-site and off-site oil filtration services , and purchase of miscellaneous lubricants as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency:

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

- Lubricant Purchases
- Hydraulic Fluids
- Turbine Oils
- Solvents / Thinners
- Vacuum Dehydration Services
- Vanish Removal
- On & Off-Site Training Services for Operators, Oil Handling Equipment, etc.

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:

SCL Daily Labor Rates Covers - Wage, Overtime

Project Manager - \$1,800 per day/ per 12 Hr. day

Technician Time- \$1,500 per day/ per 12 Hr. day

NOTE: Personnel required for 24 hours projects require a minimum 1 Project Manager and 2 Technicians to be onsite, some projects may require more depending on scope of work.)

Mobilization Fee: \$1,650 – Standard Rate

Demobilization Fee: \$1,650 - Standard Rate

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

---

(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)

\_\_\_\_\_



# **Southern Counties Lubricants, LLC**

## **Multi-Task General Services Agreement and Purchase of Equipment, Materials and Supplies**

Facilities Committee  
September 4, 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 at all facilities owned and/or operated by NCPA.
- Agreements with Similar Vendors:
  - Westgate Petroleum Company, Inc.
  - Nick Barbieri Trucking LLC dba Redwood Coast Fuels
  - Valley Pacific Petroleum Service, Inc.

## Background

- Term of agreement = 5 years
- Cost = Not to Exceed \$1,500,000
- Scope of Work
  - Lubricant purchases
  - Hydraulic fluids
  - Turbine oils
  - Solvents / Thinners
  - Vacuum dehydration services
  - Varnish removal
  - On and off-site training services for operators, oil handling equipment, etc.



## **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 and Purchase of Equipment, Materials and Supplies between NCPA and Southern Counties Lubricants, LLC, in an amount not to exceed \$1,500,000, for use at all facilities owned and/or operated by NCPA.



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** September 27, 2024

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

**AGENDA CATEGORY:** Consent

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

<b>IMPACTED MEMBERS:</b>		
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 General Services Agreement with MP Environmental Services, Inc. for general maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$3,000,000 to \$4,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

## **BACKGROUND:**

General maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five-year Multi-Task General Services Agreement with MP Environmental Services, Inc., effective November 19, 2020, for an amount not to exceed \$3,000,000, for use at any facilities owned and/or operated by NCPA.

This agreement has been primarily used by NCPA's Geothermal Facility for sulfur hauling and bin rental services, and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$3,000,000 to \$4,000,000 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 has an agreement in place for similar services with Gifford's Backhoe Services, Ancon Marine dba Ancon, Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will increase from \$3,000,000 to \$4,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Pending Committee review and approval.

**AFTER FACILITIES APPROVAL:** On September 4, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

**AFTER LEC PPC APPROVAL:** On September 9, 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 General Services Agreement with MP Environmental Services, Inc.
- First Amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc.

**RESOLUTION 24-XX**

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

**(reference Staff Report #XXX:24)**

WHEREAS, general maintenance services including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services are required from time to time for operation and maintenance of facilities owned and/or operated by NCPA; and

WHEREAS, effective November 19, 2020, NCPA entered into a Multi-Task General Services Agreement with MP Environmental Services, Inc. to provide these services for use at any facilities owned and/or operated by NCPA; and

WHEREAS, the agreement has been primarily used by NCPA's Geothermal Facility for sulfur hauling and bin rental services, and is now running low on funds; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$3,000,000 to \$4,000,000 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 a First Amendment to the Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$3,000,000 to \$4,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

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

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

\_\_\_\_\_  
JERRY SERVENTI  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
MP ENVIRONMENTAL SERVICES, INC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and MP Environmental Services, Inc., a California corporation with its office located at 3400 Manor Street, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of November 19, 2020 ("Effective Date") in Roseville, California.

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000) 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 based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be sent to:

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

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

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

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

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



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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable

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

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

**4.5 All Policies Requirements.**

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

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

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

- 4.5.4 Additional Certificates and Endorsements.** Not Applicable

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

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

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

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

## **Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor

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

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

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

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.



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

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

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

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

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

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

**9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement

for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

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

**9.4 Confidential Information and Disclosure.**

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

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

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



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

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

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

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

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

**10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency 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. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or

other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

## **Section 11. WARRANTY.**

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

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

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

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

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

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

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

Gina Blankenship  
Facility Manager  
MP Environmental Services, Inc.  
3400 Manor Street  
Bakersfield, CA 93308

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.

#### **SIGNATURES ON FLOWING PAGE**

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

NORTHERN CALIFORNIA POWER AGENCY

MP ENVIRONMENTAL SERVICES, INC.

Date 11/19/20

Date OCT 13, 2020

  
RANDY S. HOWARD, General Manager

  
GINA BLANKENSHIP, Facility Manager

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

MP Environmental Service, Inc. ("Contractor") shall provide miscellaneous maintenance services which include labor, tools and vehicles to perform services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency.

Services include but not limited to the following:

- Removal and replacement of sulfur bins
- Phase separators
- Vacuum truck services
- Provide, remove and disposal of debris/garbage bins (roll-top)
- Removal and disposal of hazardous material
- As requested, and on an occasional basis, provide labor for outages such as cleaning cooling tower basins and mercury tank rollover of media

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:



### RATE SCHEDULE for Northern California Power Agency October 2020

#### General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 15%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 15%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.



## MP Environmental Services – Rate Schedule

### Labor – California Prevailing Wage

Labor Classifications	ST	OT	PT
Project Manager	\$105.00	\$130.00	\$155.00
Supervisor	\$95.00	\$120.00	\$145.00
Health & Safety Coordinator	\$95.00	\$120.00	\$145.00
Equipment Operator	\$95.00	\$120.00	\$145.00
Technicians	\$75.00	\$95.00	\$105.00

#### Definitions:

Straight Time (ST)	First eight (8) hours in a work day, Monday through Friday
Over Time (OT)	Any time over eight (8) hours in a workday, the first eight (8) hours on a Saturday.
Premium Time (PT)	Any time over twelve (12) consecutive hours in a workday. All day on Sunday and the following holidays: <div><div>New Year's Day Memorial Day Independence Day Labor Day</div><div>Thanksgiving Day Day after Thanksgiving Christmas Day</div></div>
Emergency Response	Rates will be established at 1.50 times the appropriate rate for labor and equipment.
Per Diem	When applicable, will be at standard government rate based on work location



## MP Environmental Services – Rate Schedule

### Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	\$450.00	Day/Person
Level B (Supplied Air)	\$225.00	Day/Person
Level B (Modified)	\$100.00	Day/Person
Level C	\$75.00	Day/Person
Level C (Modified)	\$65.00	Day/Person
Level D	\$35.00	Day/Person

### Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate - PT	UOM
Roll Off Truck– Single or Double	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Vacuum Tank – On Site Services	\$ 135.00	\$155.00	\$175.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	\$ 205.00	\$222.00	\$ 242.00	Hour
Vacuum Truck – 50 to 60 bbl	\$ 98.00	\$ 115.00	\$ 135.00	Hour
End Dump	\$ 98.00	\$ 115.00	\$ 135.00	Hour
End Dump – High Side	\$ 115.00	\$ 132.00	\$ 152.00	Hour
Flatbed or Van – 45' to 53'	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	\$ 125.00	\$ 142.00	\$ 162.00	Hour
<b>Transportation – Load Rates</b>				
Roll-Off Transportation - Switch out loaded bins to HB Ag, Bakersfield, CA			\$2,200.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			\$1,880.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt, Arlington, OR			\$3,150.00	Load
Demurrage – After 1 hour loading/1 hour unloading			\$ 98.00	Hour

Additional load rates available upon request.



## Roll-Off Containers & Consumables

	<b>Rate</b>	<b>UOM</b>
Roll Off Bin 20 Yard	\$12.00	Day
Roll Off Bin 30 Yard	\$12.00	Day
Roll Off Bin 40 Yard	\$12.00	Day
Vacuum Bin	\$50.00	Day
Dewatering Bin	\$55.00	Day
Intermodal Bin	\$60.00	Day
Bin Liners, Poly – 3 mil	\$35.00	Each
Bin Liners, Poly – 8 mil	\$85.00	Each
Bin Liners, Filter Cloth, 130 micron	\$150.00	Each

## Demolition Equipment

<b>Equipment (Un Operated)</b>	<b>Rate</b>	<b>UOM</b>
CAT 330 With A Genesis GXP500R Shear	\$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	\$2,000.00	Day
Genesis 410R Concrete Processor	\$700.00	Day
Hydraulic Hammer (4,000lb Class)	\$500.00	Day
Hydraulic Hammer (8,000lb Class)	\$700.00	Day
Hydraulic Magnets (36" to 54")	\$300.00	Day
Grapple (Excavator Mounted)	\$200.00	Day

## Excavation Equipment

<b>Equipment (Un Operated)</b>	<b>Rate</b>	<b>UOM</b>
CAT 303CR Mini Excavator With Hydraulic Thumb	\$250.00	Day
CAT 307 Excavator With Knuckle Boom	\$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	\$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	\$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	\$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	\$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	\$350.00	Day

## Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	\$600.00	Day
CAT 962H (IT) Wheel Loader	\$850.00	Day
CAT 962H Wheel Loader	\$800.00	Day
CAT 966G Wheel Loader	\$975.00	Day
CAT Skid Steer (Rubber Tired)	\$250.00	Day
CAT Skid Steer (Tracked)	\$300.00	Day

## Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	\$400.00	Day
Water Truck (4000 gal. Three Axle)	\$550.00	Day
Water Buffalo (300 Gallon Towable)	\$200.00	Day
CAT Telehandler	\$550.00	Day
CAT 140H Motor Grader	\$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	\$1,200.00	Day
Fork Lift – up to 5,000 lb.	\$400.00	Day
Dump Truck, 2 axle, 5 yard	\$300.00	Day
Pick Up Truck (un-operated)	\$150.00	Day
One Ton Truck w/ lift gate (un-operated)	\$25.00	Hour
Two Ton Truck (un-operated)	\$50.00	Hour
Emergency Response Trailer	\$200.00	Day
Light Tower, portable	\$155.00	Day
Pressure Washer, trailer mounted	\$300.00	Day
Drum Crusher	\$500.00	Day
Air Compressor – up to 185 CFM	\$250.00	Day

## Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	\$150.00	Hour
Disposable Suction Hose – 4 Inch	\$2.00	Foot
Disposable Suction Hose – 6 Inch	\$4.00	Foot
Filter Socks (Requires 44 Socks Per Change)	\$12.65	Each

## Solids Reduction & Tank Cleaning Equipment

<b>Equipment (Un Operated)</b>	<b>Rate</b>	<b>UOM</b>
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	\$112.50	Hour
Centrisys 21 Inch Three Phase Centrifuge (Un-Operated)	\$137.50	Hour
400 KW Mobile Generator	\$105.00	Hour
Manway/ ROV Tank Cleaning Unit (Un-Operated)	\$125.00	Hour
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal And a 100' Of hose.	\$145.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

## Misc. Equipment

<b>On Site Equipment</b>	<b>Rate</b>	<b>UOM</b>
Hand Tools	\$50.00	Day
Small Power Tools, up to 2.5 HP	\$45.00	Day
Generator – up to 10 kw	\$125.00	Day
Trash Pump (2 Or 3 Inch)	\$45.00	Day
Wet/Dry Vacuum (5 gal.)	\$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	\$85.00	Day
Cutting Torch	\$300.00	Day
Hepa Vac	\$40.00	Day

## Safety Equipment

<b>Safety Equipment</b>	<b>Rate</b>	<b>UOM</b>
Confined Space Entry Equipment (per person	\$75.00	Day
Copus Blower (Intrinsically Safe)	\$125.00	Day
Intrinsically Safe Light	\$40.00	Day
Drum Pump	\$50.00	Day
LEL, O2, H2S Meter	\$85.00	Day
H2S Monitor	\$10.00	Day



## Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	\$45.00	Each
End Dump Liners, full	\$85.00	Each
Visqueen, 6mil, 10' x 100'	\$50.00	Roll
Visqueen, 6 mil 20' x 100'	\$150.00	Roll
Visqueen, 6 mil 40' x 100'	\$200.00	Roll
Drum Liners	\$3.00	Each
Clay based oil absorbent, 50 lb bag	\$10.00	Bag
Vemeculite	\$25.00	Bag
Degreaser (Simple Green, Monster, etc.)	\$20.00	Gal
Plastic pump, disposable	\$20.00	Each
Hazardous Waste Labels	\$2.00	Each
Colorimetric Tests	\$20.00	Each
pH Strips	\$8.50	Box
Duct Tape	\$4.00	Roll
Rags	\$45.00	Box
Drum Thieves	\$1.50	Each
Sample Jars	\$10.00	Each
<b>Containers</b>	<b>New</b>	<b>Recon</b>
Drum – 55 gal, metal, open head	\$80.00	\$ 60.00
Drum – 55 gal, metal, closed head	\$60.00	\$ 50.00
Drum – 55 gal, poly, open head	\$105.00	\$ 50.00
Drum – 55 gal, poly, closed hear	\$95.00	\$ 40.00
Drum – 30 gal, poly, open head	\$80.00	\$ 50.00
Drum – 30 gal, poly, closed head	\$70.00	\$ 40.00
Drum – 14 gal, poly, open head	\$60.00	\$ 40.00
Pail – 5 gal, poly with removable lid	\$20.00	
Over pack – 85 gal, poly	\$300.00	
Over pack – 85 gal, metal	\$240.00	
Cubic yard box	\$80.00	
Light tube box – 4 foot	\$70.00	
Light tube box – 8 foot	\$75.00	



## Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

### Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs.

#### **Energy Costs**

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
\$2.00 and below	1%
\$2.10 to \$2.19	2%
\$2.20 to \$2.29	3%
\$2.30 to \$2.39	4%
\$2.40 to \$2.49	5%
\$2.50 to \$2.59	6%
\$2.60 to \$2.69	7%
\$2.70 to \$2.79	8%

Price Per Gallon	Surcharge %
\$2.80 to \$2.89	9%
\$2.90 to \$2.99	10%
\$3.00 to \$3.09	11%
\$3.10 to \$3.19	12%
\$3.20 to \$3.29	13%
\$3.30 to \$3.39	14%
\$3.40 to \$3.49	15%
\$3.50 to \$3.59	16%

Note – surcharge will continue to increase at the rate of 1% per \$ .10 per gallon above the cost of \$3.60 per gallon

#### **Environmental Compliance**

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 5.7%. The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

#### **Applicability**

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

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,

GINA BLANKENSHIP

(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

MP ENVIRONMENTAL SERVICES INC.

(Company name)

for contract work at:

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

(Project name and location)

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

Anna Blor Gushy

(Signature of officer or agent)

Dated this 13th day of Oct, 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.

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, GINA BLANKENSHIP

(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,

MP ENVIRONMENTAL SERVICES, INC.


(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

  
(Signature of officer or agent)

Dated this 13<sup>TH</sup> day of OCT, 2020

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
MP ENVIRONMENTAL SERVICES, INC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and MP Environmental Services, Inc. ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 19, 2020, (the "Agreement") for MP Environmental Services, Inc to provide miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency; 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 \$3,000,000 to a NOT TO EXCEED amount of \$4,000,000; 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

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 FOUR MILLION** dollars (\$4,000,000) 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.

The remainder of Section 2 of the Agreement is unchanged.

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

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

3. **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

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

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

MP ENVIRONMENTAL SERVICES, INC.

\_\_\_\_\_  
**GINA BLANKENSHIP, Facility Manager**

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 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:



### **RATE SCHEDULE for Northern California Power Agency June 17, 2024**

#### **General Terms and Conditions**

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 12%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 12%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.



## MP Environmental Services – Rate Schedule

### Labor – California Prevailing Wage

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Labor Classifications	ST	OT	PT
Project Manager	\$110.00	\$140.00	\$165.00
Supervisor	\$100.00	\$125.00	\$145.00
Health & Safety Coordinator	\$100.00	\$125.00	\$145.00
Equipment Operator/Driver	\$110.00	\$140.00	\$165.00
Technicians	\$ 98.00	\$118.00	\$138.00

#### Definitions:

Straight Time (ST)	First eight (8) hours in a work day, Monday through Friday	
Over Time (OT)	Any time over eight (8) hours in a workday, the first eight (8) hours on a Saturday.	
Premium Time (PT)	Any time over twelve (12) consecutive hours in a workday. All day on Sunday and the following holidays:	
	New Year's Day Memorial Day Independence Day Labor Day	Thanksgiving Day Day after Thanksgiving Christmas Day
Emergency Response	Rates will be established at 1.50 times the appropriate rate for labor and equipment.	
Per Diem	\$250 per person, per day	



## MP Environmental Services – Rate Schedule

### Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	\$450.00	Day/Person
Level B (Supplied Air)	\$250.00	Day/Person
Level C	\$140.00	Day/Person
Level C (Modified)	\$75.00	Day/Person
Level D	\$55.00	Day/Person

### Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate - PT	UOM
Roll Off Truck– Single or Double	\$ 108.00	\$128.00	\$ 148.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	\$ 108.00	\$128.00	\$ 148.00	Hour
Vacuum Tank – On Site Services (unoperated)	\$ 75.00	\$ 75.00	\$ 75.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	\$ 225.00	\$245.00	\$ 265.00	Hour
Vacuum Truck – 50 to 60 bbl	\$ 108.00	\$ 128.00	\$ 148.00	Hour
End Dump	\$ 108.00	\$ 128.00	\$ 148.00	Hour
End Dump – High Side	\$ 120.00	\$ 140.00	\$ 160.00	Hour
Flatbed or Van – 45' to 53'	\$ 108.00	\$ 128.00	\$ 148.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	\$ 155.00	\$ 175.00	\$ 195.00	Hour
<b>Transportation – Load Rates</b>				
Roll-Off Transportation - Switch out loaded bins to HB Ag, Bakersfield, CA			\$2,310.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			\$1,975.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt, Arlington, OR			\$3,700.00	Load
Demurrage – After 1 hour loading/1 hour unloading			\$ 100.00	Hour

Additional load rates available upon request.



## Roll-Off Containers & Consumables

	<b>Rate</b>	<b>UOM</b>
Roll Off Bin 20 Yard	\$12.00	Day
Roll Off Bin 30 Yard	\$12.00	Day
Roll Off Bin 40 Yard	\$12.00	Day
Vacuum Bin	\$50.00	Day
Dewatering Bin	\$55.00	Day
Intermodal Bin	\$60.00	Day
Bin Liners, Poly – 3 mil	\$35.00	Each
Bin Liners, Poly – 8 mil	\$85.00	Each
Bin Liners, Filter Cloth, 130 micron	\$150.00	Each

## Demolition Equipment

<b>Equipment (Un Operated)</b>	<b>Rate</b>	<b>UOM</b>
CAT 330 With A Genesis GXP500R Shear	\$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	\$2,000.00	Day
Genesis 410R Concrete Processor	\$700.00	Day
Hydraulic Hammer (4,000lb Class)	\$500.00	Day
Hydraulic Hammer (8,000lb Class)	\$700.00	Day
Hydraulic Magnets (36" to 54")	\$300.00	Day
Grapple (Excavator Mounted)	\$200.00	Day

## Excavation Equipment

<b>Equipment (Un Operated)</b>	<b>Rate</b>	<b>UOM</b>
CAT 303CR Mini Excavator With Hydraulic Thumb	\$250.00	Day
CAT 307 Excavator With Knuckle Boom	\$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	\$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	\$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	\$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	\$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	\$450.00	Day

## Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	\$600.00	Day
CAT 962H (IT) Wheel Loader	\$850.00	Day
CAT 962H Wheel Loader	\$800.00	Day
CAT 966G Wheel Loader	\$975.00	Day
CAT Skid Steer (Rubber Tired)	\$250.00	Day
CAT Skid Steer (Tracked)	\$300.00	Day

## Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	\$400.00	Day
Water Truck (4000 gal. Three Axle)	\$550.00	Day
Water Buffalo (300 Gallon Towable)	\$200.00	Day
CAT Telehandler	\$550.00	Day
CAT 140H Motor Grader	\$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	\$1,200.00	Day
Fork Lift – up to 5,000 lb.	\$400.00	Day
Dump Truck, 2 axle, 5 yard	\$350.00	Day
Pick Up Truck (un-operated)	\$165.00	Day
One Ton Truck w/ lift gate (un-operated)	\$25.00	Hour
Two Ton Truck (un-operated)	\$50.00	Hour
Emergency Response Trailer	\$200.00	Day
Light Tower, portable	\$155.00	Day
Pressure Washer, trailer mounted	\$300.00	Day
Drum Crusher	\$500.00	Day
Air Compressor – up to 185 CFM	\$250.00	Day

## Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	\$205.00	Hour
Disposable Suction Hose – 4 Inch	\$4.50	Foot
Disposable Suction Hose – 6 Inch	\$6.75	Foot
Filter Socks (Requires 44 Socks Per Change)	\$20.00	Each

## Solids Reduction & Tank Cleaning Equipment

<b>Equipment (Un Operated)</b>	<b>Rate</b>	<b>UOM</b>
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	\$425.00	Hour
Loading Conveyor	\$125.00	Hour
Mix Tank	\$150.00	Day
Mini Storage Tank – 8,000 gallon	\$50.00	Day
Water Tank	\$125.00	Day
400 KW Mobile Generator	\$175.00	Hour
Digester Booster Pump	\$250.00	Day
Grinder – 6"	\$500.00	Day
Submersible Pump – 6"	\$250.00	Day
Manway/ ROV Tank Cleaning Unit (Un-Operated)	\$1,500.00	Day
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal and 100' hose.	\$245.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

## Misc. Equipment

<b>On Site Equipment</b>	<b>Rate</b>	<b>UOM</b>
Hand Tools – Brooms, Shovels, Squeegees	\$25.00	Day/Person
Small Power Tools, up to 2.5 HP	\$50.00	Day
Generator – up to 10 kw	\$125.00	Day
Trash Pump (2 Or 3 Inch)	\$45.00	Day
Wet/Dry Vacuum (5 gal.)	\$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	\$85.00	Day
Cutting Torch	\$300.00	Day
Hepa Vac	\$40.00	Day

## Safety Equipment

<b>Safety Equipment</b>	<b>Rate</b>	<b>UOM</b>
Confined Space Entry Equipment (per person)	\$75.00	Day
Confined Space Tripod	\$125.00	Day
Copos Blower (Intrinsically Safe)	\$125.00	Day
Intrinsically Safe Light	\$150.00	Day

Drum Pump	\$50.00	Day
LEL, O2, H2S Meter	\$85.00	Day
H2S Monitor	\$10.00	Day

## Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	\$45.00	Each
End Dump Liners, full	\$85.00	Each
Visqueen, 6mil, 10' x 100'	\$75.00	Roll
Visqueen, 6 mil 20' x 100'	\$150.00	Roll
Visqueen, 6 mil 40' x 100'	\$200.00	Roll
Drum Liners	\$5.00	Each
Clay based oil absorbent, 50 lb bag	\$20.00	Bag
Verneclite	\$55.00	Bag
Degreaser (Simple Green, Monster, etc.)	\$25.00	Gal
Cutter – Chemical	\$95.00	Gal
Plastic pump, disposable	\$25.00	Each
Hazardous Waste Labels	\$2.50	Each
Colorimetric Tests	\$20.00	Each
pH Strips	\$10.00	Box
Duct Tape	\$10.00	Roll
Rags – 25lb	\$95.00	Box
Drum Thieves	\$1.50	Each
Sample Jars	\$10.00	Each
Containers	New	Recon
Drum – 55 gal, metal, open head	\$145.00	\$ 80.00
Drum – 55 gal, metal, closed head	\$130.00	\$ 105.00
Drum – 55 gal, poly, open head	\$135.00	\$ 75.00
Drum – 55 gal, poly, closed head	\$110.00	\$ 60.00
Drum – 30 gal, poly, open head	\$90.00	\$ 55.00
Drum – 30 gal, poly, closed head	\$80.00	\$ 45.00
Pail – 5 gal, poly with removable lid	\$40.00	
Over pack – 85 gal, poly	\$405.00	
Over pack – 85 gal, metal	\$365.00	
Cubic yard box	\$100.00	
Light tube box – 4 foot	\$85.00	
Light tube box – 8 foot	\$85.00	



## Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

### **Surcharge Calculation**

The EES contains two main components, Energy Costs and Environmental Compliance costs.

#### **Energy Costs**

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
\$2.00 and below	1%
\$2.10 to \$2.19	2%
\$2.20 to \$2.29	3%
\$2.30 to \$2.39	4%
\$2.40 to \$2.49	5%
\$2.50 to \$2.59	6%
\$2.60 to \$2.69	7%
\$2.70 to \$2.79	8%

Price Per Gallon	Surcharge %
\$2.80 to \$2.89	9%
\$2.90 to \$2.99	10%
\$3.00 to \$3.09	11%
\$3.10 to \$3.19	12%
\$3.20 to \$3.29	13%
\$3.30 to \$3.39	14%
\$3.40 to \$3.49	15%
\$3.50 to \$3.59	16%

Note – surcharge will continue to increase at the rate of 1% per \$ .10 per gallon above the cost of \$3.60 per gallon

#### **Environmental Compliance**

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 6.07%. The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

### **Applicability**

**The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.**

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

Upon 30 days' advance notice and no more than once each calendar year, MP Environmental Services, 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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



## **MP Environmental Services, Inc. First Amendment to Multi-Task Consulting Service Agreement**

Facilities Committee  
September 4, 2024



## Background

- NCPA entered into a Five-Year Multi-Task General Services Agreement with MP Environmental Services, Inc. effective November 19, 2020, for miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency.
- The agreement was set up with a not-to-exceed amount of \$3,000,000
- This agreement has been primarily used by the Geothermal Facility for sulfur hauling and bin rental services, and the agreement is running low on funds.
- The First Amendment will increase the NTE from \$3,000,000 to \$4,000,000 for the remainder of the agreement term.

## General Scope of Work

- Cost = Not to Exceed \$4,000,000
- Services Provided:
  - Removal and replacement of sulfur bins
  - Phase separators and vacuum truck services
  - Removal and disposal of hazardous material
- It is recommended to place this item on the consent calendar.
- Similar Agreements in Place:
  - Gifford's Backhoe Services
  - Ancon Marine dba Ancon
  - Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro.



## **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 General Services Agreement between NCPA and MP Environmental Services, Inc., increasing the not to exceed amount from \$3,000,000 to \$4,000,000, 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.



# Commission Staff Report

**COMMISSION MEETING DATE:** September 27, 2024

**SUBJECT:** Hometown Connections, Inc. – Five Year Multi-Task Consulting Services Agreement for Consulting Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks Assistant General Manager/CFO	<b>METHOD OF SELECTION:</b>	Competitive Pricing Process
<b>Division:</b>	Administrative Services	If other, please describe:	
<b>Department:</b>	Accounting & Finance		

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

Approve Resolution 24-XX authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Hometown Connections, Inc. for various consulting-related tasks including utility operations, cybersecurity, and business strategy, 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, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

## **BACKGROUND:**

Hometown Connections, Inc. (HCI) is a national, non-profit utility services organization specializing in the unique challenges of community-owned utilities. Their team of consultants and vendor partners who help utilities streamline business processes, enhance customer service, improve security, and develop plans for the future. Serving community-owned utilities of every size and type, HCI provides products and services to develop all areas of the utility business, including operations, cybersecurity, business strategy, customer care, finance, workforce, and technology. The services offered can be used at facilities owned and/or operated by NCPA, NCPA Members, SCPPA, or SCPPA Members.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. When services are required, NCPA will bid on the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (other enabling agreements) for similar services and seeks bids from as many qualified providers as possible. NCPA will issue purchase orders based on the cost and availability of the services needed at the time the service is required.

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

Pending.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 24-XX
- Multi-Task Consulting Services Agreement with Hometown Connections, Inc.

## RESOLUTION 24-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH HOMETOWN CONNECTIONS, INC.

(reference Staff Report #xxx:24)

WHEREAS, various consulting-related tasks including utility operations, cybersecurity, and business strategy are needed from time to time for 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, Hometown Connections, Inc., is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Hometown Connections, 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 Multi-Task Consulting Services 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 CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND HOMETOWN CONNECTIONS, 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 Hometown Connections, Inc., a Delaware charitable nonstock corporation created by its Members, with its office located at 12081 W. Alameda Parkway, #464, Lakewood, CO. 80228-2701 ("HCI" or "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) 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 ONE MILLION DOLLARS (\$1,000,000)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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



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

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice 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 \$3,000,000 per occurrence/\$4,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

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

**4.3 Professional Liability Insurance.** Intentionally omitted.

**4.4 All Policies Requirements.**

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

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

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

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

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

**4.5 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

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

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

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

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

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall obtain prior written approval of the Agency whenever using a subcontractor to perform any portion of the Services. 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. This agreement is not intended for use at NCPA's Lodi Energy Center.

**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 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 Monty Hanks, Chief Financial Officer and 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:

Marc Gerken, President & CEO  
Hometown Connections, Inc.  
12081 W. Alameda Parkway, #464  
Lakewood, CO 80228-2701

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

HOMETOWN CONNECTIONS, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**MARC GERKEN, President & CEO**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Hometown Connections, Inc. ("Consultant") shall provide the following consulting services based on public power best practices as requested by the Northern California Power Agency ("Agency") at any facilities\* owned or operated by the Agency, its Members, SCPPA, or SCPPA members, including but not limited to:

- Organization assessment
- Strategic planning
- Customer services
- Market research
- Compensation studies
- Management consulting
- Training and Workshop services
  - Leadership Development
  - Governance Facilitation
- Other services as requested

\*This agreement is not intended for use at NCPA's Lodi Energy Center facility.

## **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 this Agreement.

The hourly rates and or compensation break down and an estimated amount of expenses 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.



# **Hometown Connections, Inc.**

## **Five-Year Multi-Task Consulting Services Agreement**

Monty Hanks  
September 2024

## Background

- NCPA has worked with Hometown Connections, Inc. for many years and has a good working relationship
- The original contract expired in July 2024
- New enabling agreement with no commitment of funds
- Recommended for the consent calendar
- For use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members
- Agreements with other vendors for similar services:
  - Bell Burnett & Edwards, Katama Technologies, AESI

## General Scope of Work

- Term of Agreement = 5 years
- Cost = Not to exceed \$1,000,000
- Scope of Work
  - Consulting-related services
    - Organization assessment
    - Strategic planning
    - Cyber Security
    - Management consulting
    - Training and Workshop services
      - Leadership Development
      - Governance Facilitation



## 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.

## Proposal

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