



651 Commerce Drive  
Roseville, CA 95678

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# Facilities Committee Meeting Agenda

**Date:** September 6, 2023

**Subject:** NCPA Facilities Committee Meeting

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

**Time:** 9:00 am

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

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

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

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

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

## REVIEW SAFETY PROCEDURES

### 1. Call Meeting to Order and Roll Call

#### PUBLIC FORUM

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

#### OPEN SESSION

#### DISCUSSION / ACTION ITEMS

2. **Approval of Minutes** – Approve minutes from the August 2, 2023 Facilities Committee meeting.
3. **All NCPA Facilities, Members, SCPPA – Wagner Mechanical, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Wagner Mechanical, Inc. for general T&M maintenance services, with a not to exceed amount of \$4,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
4. **All NCPA Facilities, Members, SCPPA – Well Analysis Corporation, Inc. dba WELACO, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Well Analysis Corporation, Inc. dba WELACO, Inc. for well related services, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
5. **All NCPA Facilities, Members, SCPPA – Bay Cities Pyrotector, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services and parts, updating Exhibit A to revise description of services, with no change to the not to exceed amount or contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
6. **All NCPA Facilities, Members, SCPPA – Wunderlich-Malec Systems, Inc. MTCSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Wunderlich-Malec Systems, Inc. for control systems services, with a not to exceed amount of \$750,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
7. **All NCPA Facilities, Members, SCPPA – The Boldt Company MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement

with The Boldt Company for general T&M maintenance services, with a not to exceed amount of \$4,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPA, and SCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: CTs)*

- 8. All NCPA Facilities – Western Area Power Administration (WAPA) Amendment 2 (Term Extension) to Contract for Maintenance Services** – Staff is seeking a recommendation for Commission approval of Amendment 2 (Term Extension) to the Contract for Maintenance Services with Western Area Power Administration (WAPA) for transmission line, transformer, and substation maintenance services, extending the agreement for an additional five-years through September 30, 2028 and increasing the not to exceed amount for services under the contract from \$1,000,000 to \$2,000,000, for continued use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: Geo)*
- 9. NCPA CT Facilities – Combustion Turbine Facilities 2024 Outage** – Staff is seeking a recommendation for Commission approval authorizing the Combustion Turbine Facilities 2024 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 \$402,000, to be funded from the Maintenance Reserve. *(Facilities Category: Discussion/Action; Sponsor: CTs)*

#### **INFORMATIONAL ITEMS**

- 10. New Business Opportunities** – Staff will provide an update regarding new business opportunities. *(Sponsor: Power Management)*
- 11. NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. *(Sponsor: Generation Services)*
- 12. Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. *(Sponsor: Power Management)*
- 13. Next Meeting** – The next Facilities Committee meeting is scheduled for October 11, 2023.

#### **ADJOURNMENT**

AH/cp



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# Minutes

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**Date:** August 14, 2023  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** August 2, 2023 Facilities Committee Meeting Minutes

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- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Alan Harbottle (Alameda) at 9:09 am. Attending via teleconference and on-line presentation were Midson Hay and Ben Rings (Alameda), Jake Carter (Gridley), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), and Monica Nguyen and Basil Wong (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Lompoc, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

- 2. Approval of Minutes** – Approve minutes from the July 5, 2023 Facilities Committee meeting.

Motion: A motion was made by Brian Schinstock and seconded by Khaly recommending approval of the minutes from the July 5, 2023 Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Advanced Turbine Support, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC for borescope and non-destructive turbine inspection services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a current NCPA vendor. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. The current agreement is expiring. 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 one other agreement in place with Allied Power Group, LLC for similar services. A draft Commission Staff Report, and agreement were available for review. It is recommend to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC for borescope inspection and non-destructive testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

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

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

Motion: A motion was made by Jake Carter and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Titan Crane & Rigging, Inc. for crane 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. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 5. Scheduling Coordination Program Agreement Appendix B – Staff** reviewed updates to Appendix B (new version 25), that include new settlement charge codes associated with the CAISO's Real Time Assistance Energy Transfer allocation and surcharge, and was seeking a recommendation for Commission approval.

Appendix B to the Scheduling Coordination Program Agreement (SCPA) defines how settlement amounts received by the CAISO are allocated to Members' aggregated loads and jointly owned resources. Modifications are occasionally necessary to keep current with CAISO's evolving market settlements design changes as well as updated to accurately reflect NCPA's business model that operates as a Load Following Metered Subsystem Aggregator (MSSA). NCPA utilizes a two-step process for settlement allocation to Members: 1) Energy Service Providers (ESP) Estimates that represent aggregate entitlement shares at the parent level; such as NCPA

Pool, Santa Clara, Roseville, etc., and 2) Pool Member allocation based on the applicable allocation basis.

The two new modifications include a Real Time Assistance Energy Transfer Surcharge which applies to ESP Net Measure Demand less load served by Custom Load Aggregation Point (CLAP) and/or Transmission Ownership Rights (TOR). Pool Allocation – City Net Metered Demand less TOR. The second modification is a Real Time Assistance Energy Transfer Allocation, which applies to the generating resources bill determinant – each resource’s net positive imbalance energy, summed over the ESP level based on each applicable Member’s incremental IIE quantities for each resource. These modifications and new charge codes became effective July 1, 2023.

Due to the lack of a quorum, no formal action was taken. However, the Members present at the meeting voiced their support of the recommendation for Commission approval of Version 25 of Appendix B to the Scheduling Coordination Program Agreement effective operating date July 1, 2023 and authorize NCPA staff under the direction of the NCPA General Manager to implement the provisions thereto. No other meeting attendees had any objections or questions. This item will move forward to the next Commission Meeting scheduled August 24, 2023 on the Commission Consent Calendar.

**6. CY 2024 NCPA Capacity Pool Rates** – Staff reviewed the proposed CY 2024 NCPA Capacity Pool Rates and was seeking a recommendation for Commission approval of the Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during calendar year 2024.

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

- The price may be develop via one (or a combination) of the following methods:
  - Negotiated Price
  - Market Price Survey
  - CAISO backstop procurement proxy value

**CY 2023 NCPA Capacity Rates**

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

**NCPA Staff recommends establishing the following as the Resource Adequacy Capacity rates to be used in the CY 2024 NCPA Capacity Pool (\$/kW-month):**

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Local	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.50	\$ 5.50	\$ 6.50	\$ 8.50	\$ 10.50	\$ 7.50	\$ 4.00	\$ 4.00
System	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 5.00	\$ 5.00	\$ 6.00	\$ 8.00	\$ 10.00	\$ 7.00	\$ 3.50	\$ 3.50
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

- ***Please note – Cindy Sauers with the City of Ukiah joined during the presentation of item #6.***

Motion: A motion was made by Jiayo Chiang and seconded by Shiva Swaminathan recommending, subject to an alternative recommendation as may be provided by the NCPA Pooling Committee, Commission approval of the Resource Adequacy Capacity rates to be used in the CY 2023 NCPA Capacity Pool, as presented at the August 2, 2023 Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, and Port of Oakland. ABSTAIN = Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 7. Scheduling Coordinator Agreement for Yuba City Strategic Reserve Resource –** Staff presented background information and reviewed the Scheduling Coordinator Services Agreement between NCPA and the California Department of Water Resources (CDWR) to supply scheduling coordinator services for the Strategic Reserve Resource located in Yuba City, California.

CDWR has inquired with NCPA about supplying SC Services for the Yuba City Strategic Reserve Project. This project is very similar to the Lodi Strategic Reserve with the same design, however the technology is different. The resource is two 30 MW combustion turbines certified as energy only to be used during emergency operations per CAISO 4420. The owner of the facilities is CDWR and the operator is Calpine.

The scope of services includes development and submission of schedules and bids for the facility into the CAISO markets, planned and forced outage coordination with the CAISO, collect SQMD to perform CAISO settlement validation, and to review, validate, and reconcile CAISO settlement charges and credits, dispatch the facility in accordance with scheduling procedures, call-out field and emergency personnel, and operational coordination. Staff is requesting feedback from Members.

NCPA has presented a Statement of Qualification to CDWR for review and is working on a draft SC Agreement for review as well. The NCPA technical team is working with CDWR to better understand the technical requirements. Staff is waiting on feedback from CDWR. This item will be brought back to a future Facilities Committee meeting for final review and a recommendation for Commission approval.

- 8. NCPA 2024 Plant Outage Schedule –** Staff presented and was seeking Facilities Committee approval of the proposed 2024 NCPA 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, Mother Nature and her impact on weather and accessibility, such as snow, impact from the market, and grid sensitivity. 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.

There were no changes to the proposed plant outages as presented in the July Facilities Committee meeting. Please note that Geo Plant 1 Units 1 and 2 are in a dual unit outage for 31 days from March 1 – 31, 2024. Work during this outage includes Plant 1 Stretford maintenance, BOP activities, Units 1 and 2 strainer basket inspections, and NERC relay testing. CT2 and LEC are both in an outage from April 1 – April 30, 2024 for routine annual maintenance and AVR. The CT1 Alameda Units 1 and 2, includes a dual unit outage for 31 days from May 1 – 31, 2024 for a controls upgrade and protection upgrade. And, Collierville Units 1 and 2 are in a dual outage October 5, 2024, and October 6, 2024 for routine maintenance.

Motion: A motion was made by Brian Schinstock and seconded by Shiva Swaminathan recommending approval of the NCPA 2024 Plant Outage Schedule as presented in the August 2, 2023 Facilities Committee meeting, for submission to the CAISO. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, Santa Clara and Ukiah. ABSTAIN = Redding. The motion passed.

## **INFORMATIONAL ITEMS**

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

Staff reviewed the Zero Waste Energy Development (ZWED) that is an existing 1.6 MW LF Gas Facility that will meet the SB 1383 compliance goal for the cities of Santa Clara and Palo Alto. Products include energy, RPS, and RA. The term would be 10 years and seller is to act as the scheduling coordinator. Staff is in negotiations with an updated draft of the PPA as well as price negotiations.

Staff also discussed the Grace 50 MW Photovoltaic (PV) Solar + 50 MW/ 4 hour lithium-ion battery energy storage system (BESS) in Blythe, Riverside County, California. Total size of project is 400 MW. NextEra has site control for approximately 3,000 acres of private land for the project site. They are also seeking 120 acres of adjacent BLM land as a supplement. Grace proposes to interconnect at the transmission level to Southern California Edison (SCE) Colorado River 203 kV substation via a 10-mile gen-tie. The project is Q1761 in Cluster 13 and has an executed LGIA. The project has accepted energy-only status but will continue to seek FCDS through CAISO's transmission plan deliverability (TPD) allocation process.

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

**CTs – CT1 had 9 ghost and 7 actual starts of 67 forecasted. FYTD total is 16 starts. CT2 had 9 starts of 24 forecasted. FYTD total is 9 starts.**

#### **▪ Outages**

- **CT1 Lodi – Available.**
  - Conducted Reliability run on 7/13/23 @ HE2100.
- **CT1 Alameda – Available.**
  - Conducted Reliability runs on U1/U2 on 7/12/23 @ HE2100.
  - Communication issues with AT&T continue, OMS ticket with CAISO submitted on 6/26/23 and extended thru 8/31/23. Ulteig conducted meter reading for both units and where submitted to CAISO along with meter outage exemption request prior to 8/11/23 deadline to prevent meter decertification.
  - U2 Forced outage due to faulty Gas Comp. lubricator no flow switch from 7/16/23 @ 1920 thru 7/17/23 @ 1139.
- **CT2 STIG – Available.**
- **CT1 Lodi Run Hours**
  - YTD hours 17.8 of 200 Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**
  - U1= 5.63 hrs. of 20 (based on rolling year)
  - U2= 4.48 hrs. of 20 (based on rolling year)
- **Staff reviewed the CAISO Commitment Runs for July 2023.**

**Geo –** There were no safety issues in the month of July. Safety Training is 71% complete. Firebreaks have been completed for the season. The helicopter dip tank has been hooked up, filled, and is available to Cal Fire. The average Net Generation for the month of July was 62.1 GWh with the average net generation level at 83.5 MW. FY 2023 actual net Generation = 317.2 GWh, which



is 9.1% under forecast. The Unit 1 return to service date is to be determined, due to the Plant 1 crane repairs. Crane repairs are expected to start August 7, 2023.

**Hydro** – The Hydro project continues with above average generation schedules. Collierville (CV) Power House was at 100% availability and New Spicer Meadows (NMS) Power House was at 99% availability during the month of July. July precipitation was .3 inches for the month. Precipitation is at 62.7 total inches, and is at 160% of average for this date. Union and Utica are currently spilling.

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

- 12,687 acre feet decrease (7%) month-over-month
- 189,360 acre feet to 176,673 acre feet
- Optimizing stored water
  - Monitoring snowpack, water rights, runoff, and market

#### **Current Events**

- Projects
  - Filed the Spicer DSSMR
  - Continued FEMA/OES damage coordination
  - Monthly CCWD coordination meetings
  - 230 KV T-line vegetation management progressing
  - Hazard tree removal from campgrounds
  - Developing bid packages for winter snow damage work
  - Normal annual fall outage preparations for Spicer/CV

#### **11. Planning and Operations Update** – Staff provided an update on issues related to planning and operations.

- **Summer 2023 Readiness** – Staff has been in contact with Members regarding their Estimate Aggregate Liability (EAL) collateral requirements for the CAISO, and recommend planning in advance for projected deficiencies. NCPA and Members credit looks good right now. Staff performed the Annual NCPA Manual Load Shedding Procedure Training on July 12, 2023. This information can also be found on NCPA Connect under Training courses and under Learning Resources.
- **CAISO Market Conditions – EEA Events** – High demand in the WAPA region of the Desert Southwest increased exports from the CAISO. Market conditions were higher than normal the week of July 21, 2023 and July 28, 2023. CAISO internal transmission constraints include Path 26 limitations and unit issues. The large scale steam coastal once-through cooling unit in the LA Basin is now on life-support.
- **NCPA Operations** – Staff reviewed the Generator Market Performance Daily Reports for Collierville, Geothermal Plants 1 and 2, and LEC. As well as the LEC Operation and Margin Report and the Calaveras Project Margin Report. These generation reports are available on NCPA Connect.
- **Resource Integration** – COD dates were reviewed for new resource integration.

#### **12. Next Meeting** – The next Facilities Committee meeting is scheduled for September 6, 2023.

#### **ADJOURNMENT**

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



**Northern California Power Agency  
August 2, 2023 Facilities Committee Meeting  
Attendance List**

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

<u>MEMBER</u>	<u>NAME</u>
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	<i>James Clancy</i>
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
REDDING	
ROSEVILLE	<i>B-S-L-T-D</i>
SANTA CLARA	
SHASTA LAKE	
TID	
UKIAH	



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

**SUBJECT:** Wagner Mechanical, Inc. – Five Year Multi-Task General Services Agreement for T&M Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli	<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>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Wagner Mechanical, Inc. for routine, recurring and usual T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

**BACKGROUND:**

Routine, recurring and usual T&M maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with The Boldt Company (pending), Performance Mechanical, RAM Mechanical, TCB Industrial and TNT Industrial.

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$4,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

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

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Pending Committee review and approval.

**AFTER FACILITIES APPROVAL:** On September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

**AFTER LEC PPC APPROVAL:** On September 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task General Services Agreement with Wagner Mechanical, Inc.

DRAFT

**RESOLUTION 23-XX**

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

**(reference Staff Report XXX:23)**

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

WHEREAS, Wagner Mechanical, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$4,000,000 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 \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
WAGNER MECHANICAL, 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 Wagner Mechanical, Inc., an S-corporation with its office located at 11149 Shelton Road, Linden, CA 95236 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

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

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



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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FOUR MILLION dollars (\$4,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

- 4.3 Professional Liability Insurance.** Not Applicable.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

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

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

**Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

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

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the

Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

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

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

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

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

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

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

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

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

have paid Contractor pursuant hereto if Contractor had completed the Work.

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

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



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

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

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

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

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

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

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

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

Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

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

## **Section 11. WARRANTY.**

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

reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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

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

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

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

**Section 13. MISCELLANEOUS PROVISIONS.**

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

in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Wagner Mechanical, Inc.  
Attention: Daniel Solis  
11149 Shelton Road  
Linden, CA 95236

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
  - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

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

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

NORTHERN CALIFORNIA POWER AGENCY

WAGNER MECHANICAL, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**DANIEL SOLIS,**  
President

Attest:

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

Approved as to Form:

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

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

Wagner Mechanical, Inc. ("Contractor") shall provide routine, recurring and usual T&M maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Piping work
- Hydrotesting
- HRSG maintenance
- Boiler work
- Catalyst maintenance
- Troubleshooting
- Underground piping maintenance
- Outage support
- Other services as requested

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:

**WAGE RATES THRU DECEMBER 31, 2023**

	<u>REG</u>	<u>OT</u>	<u>DT</u>
General Foreman	\$ 157.00	\$ 201.00	\$ 245.00
Journeyman	\$ 141.00	\$ 177.00	\$ 213.00
WMI Foreman	\$ 154.00	\$ 195.00	\$ 236.00
Apprentice	\$ 130.00	\$ 163.00	\$ 195.00
HVAC Technician	\$ 141.00	\$ 177.00	\$ 213.00

NCPA acknowledges that Contractor's rates are subject to change. Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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

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

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

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

Wagner Mechanical, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

---

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

**SUBJECT:** Well Analysis Corporation, Inc. dba WELACO, Inc. – Five Year Multi-Task General Services Agreement for Well Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<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>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Well Analysis Corporation, Inc. dba WELACO, Inc. for well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

**BACKGROUND:**

Various well related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Canepa & Sons Drilling, Drill Tech Drilling, Halliburton Energy Services (pending) and WildHeron Drilling.

**FISCAL IMPACT:**

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

**SELECTION PROCESS:**

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

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Pending Committee review and approval.

**AFTER FACILITIES APPROVAL:** On September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

**AFTER LEC PPC APPROVAL:** On September 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task General Services Agreement with Well Analysis Corporation, Inc. dba WELACO, Inc.

DRAFT

**RESOLUTION 23-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH WELL ANALYSIS  
CORPORATION, INC. DBA WELACO, INC.**

**(reference Staff Report XXX:23)**

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

WHEREAS, Well Analysis Corporation, Inc. dba WELACO, Inc. is a provider of these services; and

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

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY





**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
WELL ANALYSIS CORPORATION, INC. dba WELACO, 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 Well Analysis Corporation, Inc. dba WELACO, Inc., a corporation with its office located at 5500 Woodmere Drive, Bakersfield, CA 93313 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](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.** Not Applicable.
- 4.5 **All Policies Requirements.**
- 4.5.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 **Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

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

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

**Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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



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

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

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

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

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

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

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

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

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

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

**Section 10. PROJECT SITE.**

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

**Section 11. WARRANTY.**

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

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

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

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

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

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

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

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

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

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Well Analysis Corporation, Inc. dba WELACO, Inc.  
Attention: Martin Feldt  
5500 Woodmere Drive  
Bakersfield, CA 93313

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

WELL ANALYSIS CORPORATION, INC.  
DBA WELACO, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**MARTIN FELDT,**  
General Manager

Attest:

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

Approved as to Form:

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



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

Well Analysis Corporation, Inc., WELACO, Inc. ("Consultant") shall provide well related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Well Inspections
- Well Testing

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:

Line Item	Qty	Unit	Description	Unit Price	Amount
1	2	Well	Service Charge	\$750.00	\$1,500.00
2	2	Well	Pressure Control	\$1,100.00	\$2,200.00
3	2	Survey	Gamma/Ray-CCL-RA Tracer-Temperature; first 8 hours (MIT)	\$3,300.00	\$6,600.00
4	16	Hours	(Estimated) Overtime after 8 hours (8 Hours x 2 wells) @ \$250.00/Hour	\$2,000.00	\$4,000.00
5	2	Well	RA Tracer, handling and processing	\$195.50	\$391.00
6			Estimated total for MIT (2 wells)	\$7,345.50	\$14,691.00
7					
8	1	Well	Equipment charge memory gauges	\$750.00	\$750.00
9	1	Well	Service charge primary gauge	\$300.00	\$300.00
10	1	Well	Service charge secondary gauge	\$150.00	\$150.00
11	2	Tools	Battery charge (2 @ \$160.00 each)	\$160.00	\$320.00
12	1	Well	Logging charge	\$1,200.00	\$1,200.00
13	8	Hours	Overtime charge @ \$100.00 per hour	\$100.00	\$800.00
14			Estimated total for Falloff Test (1 well)		\$3,520.00
15			Sub Total (MIT and Falloff Test)		\$18,211.00
16	440	Miles	Mileage line unit	\$2.75	\$1,210.00
17	440	Miles	Mileage pick up	\$1.75	\$770.00
18	4	Days	Per Diem 2 men @ \$220.00 per man per day	\$880.00	\$1,760.00
19			Estimated total less processing and prints		\$21,951.00
20			Drafting and processing charged at \$75.00 per hour (to be determined when completed)		
21			Prints charged at \$30.00 each (depending on number requested)		
			<b>Any Additional Field Time Over the 8 Hour Minimum Charge or Other Services Provided</b>		
			<b>Charges Will Apply: \$250.00 per hour</b>		
			Price valid through 12/31/2023		

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

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

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

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

Well Analysis Corporation, Inc. dba WELACO, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

---

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

**SUBJECT:** Bay Cities Pyrotector, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Fire System Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli	<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>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services, modifying Exhibit A, with any non-substantial changes recommended and approved by the NCPA General Counsel, with no change to the contract term or not to exceed amount, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**BACKGROUND:**

Fire system maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. effective May 25, 2021, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

NCPA has utilized Bay Cities Pyrotector, Inc. regularly for fire system maintenance services at its CT facilities. Recent discussions between NCPA and Bay Cities have led to the discovery that the scope of work contains inaccurate information regarding equipment at the CT facilities. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to revise the descriptions of services provided for clarity and to accurately reflect the plant equipment at the CT facilities. NCPA has an agreement in place with Sabah International for similar services.

**FISCAL IMPACT:**

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

**SELECTION PROCESS:**

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

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

**PENDING COMMITTEE APPROVAL:**

On September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 23-XX
- Multi-Task General Services Agreement with Bay Cities Pyrotecator, Inc.
- First Amendment to Multi-Task General Services Agreement with Bay Cities Pyrotecator, Inc.



**RESOLUTION 23-XX**

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

**(reference Staff Report #XXX:23)**

WHEREAS, Northern California Power Agency (NCPA) and Bay Cities Pyrotector, Inc. entered into a Multi-Task General Services Agreement effective May 25, 2021, for Bay Cities Pyrotector, Inc. to provide fire system maintenance services, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA has utilized Bay Cities Pyrotector, Inc. regularly for fire system maintenance services at its CT facilities. Recent discussions between NCPA and Bay Cities have led to the discovery that the scope of work contains inaccurate information regarding equipment at the CT facilities; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to revise the descriptions of services provided for clarity and to accurately reflect the plant equipment; 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 Bay Cities Pyrotector, Inc. for fire system maintenance services, modifying Exhibit A, with any non-substantial changes as approved by the NCPA General Counsel, with no change to the contract term or not to exceed amount, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST: \_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
BAY CITIES PYROTECTOR, 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 Bay Cities Pyrotector, Inc., a California corporation with its office located at 1315 67<sup>th</sup> Street, Emeryville, CA 94608 ("Contractor") (together sometimes referred to as the "Parties") as of May 25, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

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

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

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

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

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

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

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

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

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

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

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

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

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

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

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

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

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

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

**Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

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

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

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

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

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

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

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

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

**Section 10. PROJECT SITE.**

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

**Section 11. WARRANTY.**

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

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

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

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

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

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by 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:

Bay Cities Pyrotecator, Inc.  
Attention: Lloyd Ernst  
1315 67<sup>th</sup> Street  
Emeryville, CA 94608

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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



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

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

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

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


NORTHERN CALIFORNIA POWER AGENCY

BAY CITIES PYROTECTOR, INC.

Date 5/25/21

Date 5/20/2021





**RANDY S. HOWARD,**  
General Manager

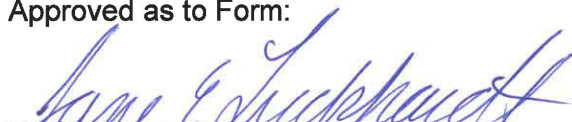
**KATHI LINGSCHEID,**  
Executive Administrator

Attest:



Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF WORK

Bay Cities Pyrotector, Inc. ("Contractor") shall provide fire system maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

General services to include, but not be limited to the following:

- Fire Alarm System Testing & Inspection
- Special Hazard Suppression System I Hood Inspections
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection I Fire Pump I Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications

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

Lodi Energy Center:

<b>ANNUAL: NFPA 25-2016 CA EDITION</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Annual Sprinkler Inspection &amp; Test – 2 systems</b>	<b>\$ 2,960.00</b>	<b>\$ 3,049.00</b>	<b>\$ 3,140.00</b>	<b>\$ 3,234.00</b>	<b>\$ 3,332.00</b>
(Wet sprinkler systems: water treatment facility & steam turbine building)					
<b>Annual Private Service Main Test – 2 systems</b>	<b>\$ 2,960.00</b>	<b>\$ 3,049.00</b>	<b>\$ 3,140.00</b>	<b>\$ 3,234.00</b>	<b>\$ 3,332.00</b>
<b>Annual Deluge System Test</b>	<b>\$ 645.00</b>	<b>\$ 664.00</b>	<b>\$ 684.00</b>	<b>\$ 704.00</b>	<b>\$ 726.00</b>
(Located over the lube oil tank in the steam turbine building)					
<b>Annual Preaction Sprinkler System Inspection &amp; Test</b>	<b>\$ 645.00</b>	<b>\$ 664.00</b>	<b>\$ 684.00</b>	<b>\$ 704.00</b>	<b>\$ 726.00</b>
(Located over the bearings in the steam turbine building)					
<b>Annual Foam Inspection, Test &amp; Maintenance of High Expansion Foam System</b>	<b>\$ 3,440.00</b>	<b>\$ 3,543.00</b>	<b>\$ 3,650.00</b>	<b>\$ 3,759.00</b>	<b>\$ 3,872.00</b>
(Located in steam turbine building)					

<b>ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<sup>3</sup> Annual Fire Alarm System Test	\$ 3,600.00	\$ 3,708.00	\$ 3,820.00	\$ 3,935.00	\$ 4,053.00
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

<b>SEMI-ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<sup>4</sup> Semi-annual Sprinkler Inspection & Test	\$ 1,800.00	\$ 1,854.00	\$ 1,910.00	\$ 1,968.00	\$ 2,027.00
Semi-annual Private Service Main Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

<b>QUARTERLY: NFPA 25-2016 CA EDITION</b>	<b>ANNUALIZED (billed quarterly)</b>				
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Sprinkler, preaction & deluge systems inspection	\$17,760.00	\$18,288.00	\$18,840.00	\$19,404.00	\$19,992.00

<b>10-YEAR: NFPA 25-2016 CA EDITION</b>	
10-Year Foam Bladder Integrity & Hydro Test	\$ 2,960.00
2 - 5,000 gallon vac trucks	\$15,962.00
Total of 10,000 gallons; if not needed will revise pricing	

<b>5-YEAR: NFPA 25-2016 CA EDITION</b>	
5-Year Sprinkler Inspection & Test - 2 systems (Wet sprinkler systems: water treatment facility & turbine building)	\$ 5,920.00
5-Year Private Service Main – 2 systems	\$ 5,920.00
5-Year Deluge System Test (Located over the lube oil tank in the steam turbine building)	\$ 860.00
5-Year Preaction Sprinkler System Inspection & Test (Located over the bearings in the steam turbine building)	\$ 860.00
5-Year Foam Inspection, test & Maintenance of the High Expansion Foam System (Located in steam turbine building. To ensure no accidental discharge of foam through the generators, BCPI will utilize a double block method to close down the piping to the foam generators.)	\$ 5,160.00
<sup>2</sup> 5-Year Water Storage Tank Inspection/Service	\$17,030.00

CT2/STIG:

<b>ANNUAL: NFPA 25-2016 CA EDITION</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Annual Sprinkler Inspection &amp; Test</b> (2 wet systems – Office & water treatment warehouse)	<b>\$ 2,960.00</b>	<b>\$ 3,049.00</b>	<b>\$ 3,140.00</b>	<b>\$ 3,234.00</b>	<b>\$ 3,332.00</b>
<b>Annual Private Service Main Test</b>	<b>\$ 1,110.00</b>	<b>\$ 1,143.00</b>	<b>\$ 1,178.00</b>	<b>\$ 1,213.00</b>	<b>\$ 1,249.00</b>
<b>Annual Deluge System Test</b> (Cooling tower riser. Includes a full flow trip test of the deluge sprinklers. Excludes water recovery or equipment protections.)	<b>\$ 645.00</b>	<b>\$ 664.00</b>	<b>\$ 684.00</b>	<b>\$ 705.00</b>	<b>\$ 726.00</b>
<b>Annual Preaction Sprinkler System Inspection &amp; Test</b> (3 systems – 2 office & 1 shop)	<b>\$ 1,935.00</b>	<b>\$ 1,993.00</b>	<b>\$ 2,053.00</b>	<b>\$ 2,114.00</b>	<b>\$ 2,178.00</b>
<b>Annual Water Storage Tank Inspection &amp; Test</b>	<b>\$ 975.00</b>	<b>\$ 1,004.00</b>	<b>\$ 1,034.00</b>	<b>\$ 1,065.00</b>	<b>\$ 1,097.00</b>
<b>Annual Diesel Fire Pump Test</b> (Excludes fluid & filter maintenance. Excludes weekly pump runs.)	<b>\$ 1,520.00</b>	<b>\$ 1,566.00</b>	<b>\$ 1,613.00</b>	<b>\$ 1,661.00</b>	<b>\$ 1,711.00</b>

<b>ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<sup>1</sup> Annual Fire Alarm System Test	\$ 7,200.00	\$ 7,416.00	\$ 7,639.00	\$ 7,869.00	\$ 8,105.00
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

<b>SEMI-ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<sup>2</sup> Semi-annual Sprinkler Inspection & Test	\$ 3,600.00	\$ 3,708.00	\$ 3,820.00	\$ 3,935.00	\$ 4,053.00
Semi-annual Private Service Main Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

<b>QUARTERLY: NFPA 25-2016 CA EDITION</b>	<b>ANNUALIZED (billed quarterly)</b>				
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Sprinkler, preaction & deluge systems inspection	\$13,320.00	\$13,720.00	\$14,127.00	\$14,554.00	\$14,990.00

**Quantity and Description**

- 1 – Confined space diver \$ 7,398.00
- Lot – Material sales tax @ 8.25% \$ 610.34

Confined Space Amount **\$ 8,008.34**

<b>5-YEAR: NFPA 25-2016 CA EDITION</b>	
<b>5-Year Sprinkler Inspection &amp; Test</b> (2 wet systems – Office & water treatment warehouse)	<b>\$ 5,920.00</b>
<b>5-Year Private Service Main</b>	<b>\$ 2,405.00</b>
<b>5-Year Deluge System Testing</b> (Cooling tower riser)	<b>\$ 860.00</b>
<b>5-Year Preaction Sprinkler System Inspection &amp; Test</b> (3 systems – 2 office & 1 shop)	<b>\$ 2,580.00</b>
<b>5-Year Water Storage Tank Inspection &amp; Test</b> (The inspection will utilize a certified confined space diver to conduct the internal visual inspections without draining the tanks)	<b>\$ 975.00</b>

CT1 Alameda:

<b>ANNUAL: NFPA 25-2016 CA EDITION</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Annual Private Service Main Test – 2 systems	\$ 460.00	\$ 474.00	\$ 488.00	\$ 503.00	\$ 518.00
<b>ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
<b>SEMI-ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Semi-annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
<b>5-YEAR: NFPA 25-2016 CA EDITION</b>					
5-Year Private Service Main	\$ 690.00				

CT1 Lodi:

<b>ANNUAL: NFPA 25-2016 CA EDITION</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Annual Private Service Main Test – 2 systems	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00	\$ 225.00
<b>ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
<b>SEMI-ANNUAL: NFPA 72</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Semi-annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
<b>5-YEAR: NFPA 25-2016 CA EDITION</b>					
5-Year Private Service Main	\$ 690.00				

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:

See Exhibit A for CT Facilities pricing.

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, Kathi Lingscheid

(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

Bay Cities Pyrotector, 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.

Kathi Lingscheid

(Signature of officer or agent)

Dated this 20th day of May, 20 21.

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



**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BAY CITIES PYROTECTOR, INC.**

This First Amendment (“Amendment”) to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Bay Cities Pyrotector, Inc. (“Contractor”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective May 25, 2021, (the “Agreement”) for Contractor to provide fire system maintenance services at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to revise the descriptions of services provided for clarity and to accurately reflect the plant equipment; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

BAY CITIES PYROTECTOR, INC.

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

\_\_\_\_\_  
**KATHI LINGSCHEID,**  
**Executive Administrator**

Attest:

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

Approved as to Form:

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

## EXHIBIT A

Bay Cities Pyrotector, Inc. ("Contractor") shall provide fire system maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

General services to include, but not be limited to the following:

- Fire Alarm System Testing & Inspection
- Special Hazard Suppression System I Hood Inspections
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection I Fire Pump I Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications

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

**Lodi Energy Center:**

ANNUAL: NFPA 25-2016 CA EDITION					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Annual Sprinkler Inspection &amp; Test</b>					
Wet sprinkler systems: LEC water treatment building & steam turbine building	\$2,960	\$3,049	\$3,140	\$3,234	\$3,332
<b>Annual Private Service Main Test</b>					
LEC PIV's, FDC's & hydrants	\$2,960	\$3,049	\$3,140	\$3,234	\$3,332
<b>Annual Deluge System Inspection &amp; Test</b>					
Steam turbine lube oil tank	\$645	\$664	\$684	\$704	\$726
<b>Annual Preaction Sprinkler System Inspection &amp; Test</b>					
Steam turbine bearings	\$645	\$664	\$684	\$704	\$726
<b>Annual Foam System Inspection, Test &amp; Maintenance</b>					
Steam turbine high expansion foam system	\$3,440	\$3,543	\$3,650	\$3,759	\$3,872
ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Annual Fire Alarm System Test</b>	\$3,600	\$3,700	\$3,820	\$3,935	\$4,053
<b>Annual Fire Suppression System Test</b>	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
SEMI-ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Semi-annual Fire Alarm System Test</b>	\$1,800	\$1,854	\$1,910	\$1,968	\$2,027
<b>Semi-annual Fire Suppression System Test</b>	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
QUARTERLY: NFPA 25-2016 CA EDITION					
	3x per year. Annual service covers 4th interval				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Quarterly Sprinkler, Preaction, Deluge, Foam Inspection</b>					
LEC water treatment building, steam turbine lube oil tank, steam turbine bearings, steam turbine	\$17,760	\$18,288	\$18,840	\$19,404	\$19,992
5-YEAR NFPA 25-2016 CA EDITION					
<b>5-Year Sprinkler Inspection &amp; Test</b>					
Wet sprinkler systems: LEC water treatment building & steam turbine building	\$5,920				
<b>5-Year Private Service Main Test</b>					
LEC PIV's, FDC's & hydrants	\$5,920				
<b>5-Year Deluge System Inspection &amp; Test</b>					
Steam turbine lube oil tank	\$860				
<b>5-Year Preaction Sprinkler System Inspection &amp; Test</b>					
Steam turbine bearings	\$860				
<b>5-Year Foam System Inspection, Test &amp; Maintenance</b>					
Steam turbine high expansion foam system	\$5,160				
<b>5-Year Water Storage Tank Inspection/Service</b>					
LEC service water storage tank	\$17,030				
10-YEAR NFPA 25-2016 CA EDITION					
<b>10-Year Foam Bladder Integrity Test</b>	\$2,960				
<b>2 - 5,000 gallon vac trucks</b>					
Total of 10,000 gallons; if not needed will revise	\$15,962				

**CT2 STIG:**

ANNUAL: NFPA 25-2016 CA EDITION					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Annual Sprinkler Inspection &amp; Test</b>					
Wet sprinkler systems: Admin building/maintenance shop & water treatment	\$2,960	\$3,049	\$3,140	\$3,234	\$3,332
<b>Annual Private Service Main Test</b>					
LEC PIV's, FDC's & hydrants	\$1,110	\$1,143	\$1,178	\$1,213	\$1,249
<b>Annual Deluge System Inspection &amp; Test</b>					
Anhydrous Ammonia Tank	\$645	\$664	\$684	\$705	\$726
<b>Annual Preaction Sprinkler System Inspection &amp; Test</b>					
Main transformer & Aux transformers	\$1,935	\$1,993	\$2,053	\$2,114	\$2,178
<b>Annual Water Storage Tanks Inspection &amp; Test</b>					
North & South fire water storage tanks (Quantity 2)	\$975	\$1,004	\$1,034	\$1,065	\$1,097
<b>Annual Diesel Fire Pump Test</b>					
Excludes fluid/filter maintenance & weekly pump r	\$1,520	\$1,566	\$1,613	\$1,661	\$1,711
ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Annual Fire Alarm System Test</b>	\$7,200	\$7,416	\$7,639	\$7,869	\$8,105
<b>Annual Fire Suppression System Test</b>	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
SEMI-ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Semi-annual Fire Alarm System Test</b>	\$3,600	\$3,708	\$3,820	\$3,935	\$4,053
<b>Semi-annual Fire Suppression System Test</b>	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
QUARTERLY: NFPA 25-2016 CA EDITION					
	3x per year. Annual service covers 4th interval				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Quarterly Sprinkler, Preaction, Deluge, Inspection</b>					
Admin building/maintenance shop, water treatment building/warehouse, anhydrous ammonia tank, main transformer & aux	\$17,760	\$18,288	\$18,840	\$19,404	\$19,992
5-YEAR NFPA 25-2016 CA EDITION					
<b>5-Year Sprinkler Inspection &amp; Test</b>					
Wet sprinkler systems: Admin building/maintenance shop, water treatment	\$5,920				
<b>5-Year Private Service Main Test</b>					
CT2-STIG PIV's, FDC's & hydrants	\$2,405				
<b>5-Year Deluge System Inspection &amp; Test</b>					
Anhydrous ammonia tank	\$860				
<b>5-Year Preaction Sprinkler System Inspection &amp; Test</b>					
Main transformer and aux transformers	\$860				
<b>5-Year Water Storage Tanks Inspection &amp; Test</b>					
Fire water storage tanks (Quantity 2) amount	\$975				
Confined space amount	\$8,008				
<b>Total Amount</b>	\$8,983				

**CT1 Alameda:**

ANNUAL: NFPA 25-2016 CA EDITION					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Private Service Main Test Total of 2 hydrants	\$460	\$474	\$488	\$503	\$518
ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Fire Suppression System Test Each suppression system is charged the annual rate. Total of 2 suppression systems on site.	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
SEMI-ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
Semi-annual Fire Suppression System Test Each suppression system is charged the annual rate. Total of 2 suppression systems on site.	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
5-YEAR NFPA 25-2016 CA EDITION					
5-Year Private Service Main Total of 2 hydrants	\$690				

**CT1 Lodi:**

ANNUAL: NFPA 25-2016 CA EDITION					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Private Service Main Test Total of 2 hydrants	\$200	\$206	\$212	\$219	\$225
ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Fire Suppression System Test	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
SEMI-ANNUAL: NFPA 72					
	Year 1	Year 2	Year 3	Year 4	Year 5
Semi-annual Fire Suppression System Test	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252
5-YEAR NFPA 25-2016 CA EDITION					
5-Year Private Service Main Total of 2 hydrants	\$690				

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



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

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

**AGENDA CATEGORY:** Consent

<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>		
_____		
_____		



**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Wunderlich-Malec Systems, Inc. for control systems support related services, 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, NCPA Members, by SCPPA and SCPPA Members.

**BACKGROUND:**

Various control systems support related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an additional agreement in place with Nor-Cal Controls ES, Inc. for similar services.

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$750,000 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 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

**AFTER LEC PPC APPROVAL:** On September 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task Consulting Services Agreement with Wunderlich-Malec Systems, Inc.

DRAFT

**RESOLUTION 23-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH  
WUNDERLICH-MALEC SYSTEMS, INC.**

**(reference Staff Report XXX:23)**

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

WHEREAS, Wunderlich-Malec Systems, Inc. is a provider of these services; and

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

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 \$750,000 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 \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
WUNDERLICH-MALEC SYSTEMS, 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 Wunderlich-Malec Systems, Inc., a corporation with its office located at 6101 Blue Circle Drive, Eden Prairie, MN 55343 (“Consultant”) (together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 2023 (“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** SEVEN HUNDRED FIFTY THOUSAND dollars (\$750,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](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. Applicable sales taxes for equipment will be itemized and reflected on the invoice.

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

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

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

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

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

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

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

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

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

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

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

**4.4 Cyber Risk Liability.** Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$5,000,000, with a self-insured retention or deductible of no more than \$100,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

**4.5 All Policies Requirements.**

**4.5.1 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.

- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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.
- 4.5.5 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.
- 4.6 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

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

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



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

**Section 6. STATUS OF CONSULTANT.**

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

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

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

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

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

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

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

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

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

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

**7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will

maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

**8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, and fails to commence and diligently continue to remedy such breach within five (5) days written notice, 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. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.**

### **9.1 Keeping and Status of Records.**

**9.1.1 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 ("Agency Records") 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. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.

**9.1.2 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.

**9.1.3 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.

### **9.2 Confidential Information and Disclosure.**

**9.2.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)<sup>1</sup>, proprietary,

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<sup>1</sup> CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;

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.

**9.2.2 Restricted Use of Confidential Information.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

**9.2.3 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 with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement;; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

**9.2.4 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 9.2.4.2 or 9.2.4.3. 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

- 
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
  4. Gives strategic information beyond the location of the critical infrastructure.

*Critical energy/electric infrastructure* means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

([Critical Energy/Electric Infrastructure Information \(CEII\) | Federal Energy Regulatory Commission \(ferc.gov\)](#)),

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

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

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

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

**9.2.5** **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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

**9.2.6** **Unauthorized Disclosure.**

**9.2.6.1** **Security Breach.** Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

**9.2.6.2** **Action Upon Unauthorized Disclosure.** If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party will reasonably assist the other party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such party is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

**9.3 Cyber Security.** Contractor agrees to abide by Agency's CIP-013<sup>2</sup> policies, processes, and procedures as outlined below for completing the Work. In addition, Contractor takes all responsibility and liability to ensure all Work is free from malicious code. Malicious code means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs. In addition, Contractor shall take all of the following actions.

**9.3.1 Notification.** Contractor shall notify Agency of Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

Contractor is required to notify Agency of all identified, threatened, attempted, or successful breaches or vulnerabilities of Contractor's products, software, systems, components, or services. Contractor's notification will also provide Agency with all known mitigations, controls, patches, components Agency can implement to prevent and/or correct the identified breach, issue, or incident.

Contractor shall provide all notifications to:

NCPA Support  
Email: support@ncpa.com

**9.3.2 Coordination.** Contractor shall coordinate responses to Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

As stated in Section 9.3.1, Contractor is required to notify Agency of any breaches or vulnerabilities related to Contractor's products or services. In the event Contractor's products or services pose a cyber security risk to Agency or otherwise cause a cyber security incident for Agency, Contractor is required to collaborate with Agency to mitigate and correct the cyber security risk, breach or vulnerability.

Contractor shall provide Agency with:

- List of Contractor's specific products or services at risk
- Precautions, mitigations, or controls to minimize risks
- Action plan to correct the risk

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<sup>2</sup>See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2019/07/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)) .

- Status reports (if risk is ongoing)
- Final resolution of issue

**9.3.3 Remote or Onsite Access.** Contractor shall notify Agency when remote or onsite access should no longer be granted to Contractor representatives.

Contractor will notify Agency within 24 hours:

- Contractor's employees, or Contractor's authorized subcontractors no longer require access.
- Contractor's employees, or Contractor's authorized subcontractors are no longer qualified to maintain access.
- Contractor's employees', or Contractor's authorized subcontractors' employment has ended or been terminated.

**9.3.4. Disclosure of Vulnerabilities.** Contractor shall promptly disclose known vulnerabilities related to the Work provided to Agency.

Contractor will provide Agency with summary documentation describing security breaches in Contractor's products or Contractor's supply chain impacting Agency's BES Cyber System. Contractor will also provide Agency with summary documentation describing any uncorrected security vulnerabilities.

Contractor's disclosure should be made to Agency within 48 hours of identifying the breach or vulnerability. The disclosure should include:

- Summary description of the breach or vulnerability
- Potential impact of the breach or vulnerability
- Root cause
- Corrective actions, compensating controls, mitigations, or other steps Agency should take as a result of the breach or vulnerability

**9.3.5 Integrity and Authenticity.** Contractor shall verify the integrity and authenticity of all software and patches provided by Contractor for use by Agency.



- 9.3.6 Access Controls.** Contractor shall coordinate controls with Agency for (a) Contractor-initiated interactive remote access, and (b) system to system remote access.

If Contractor uses remote access, Contractor will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Contractor agrees to use individual user accounts to limit access and permissions. Contractor also agrees to maintain Contractor's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Contractor and Contractor's employees agree to not disclose or share account credentials, passwords, or established connections.

**Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

Wunderlich-Malec Systems, Inc.  
Attention: Joe Gruber  
267 Nevada St.  
Auburn, CA 95603

With a copy to:

Wunderlich-Malec Systems, Inc.  
Attention: Legal  
6101 Blue Circle Drive  
Eden Prairie, MN 55343  
legal@wmeng.com

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.
- 10.16 Force Majeure.** In the event either party is unable to perform its obligations (other than a payment obligation) under the terms of this Agreement because of Acts of God, fire, flood, explosion, earthquake, or other natural forces, acts of war or terrorism, civil unrest, a regional strike or labor disturbance, epidemic, pandemic, quarantine, acts of government, or other causes reasonably beyond its control (each a "Force Majeure"), such party shall not be liable for damages to the other resulting from such failure to perform or otherwise from such causes. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. The parties agree to when reasonable, mutually extend the applicable schedule to account for the time of impact of such Force Majeure. If performance is delayed 60 days or more, the parties will meet and confer on whether to cancel or continue the Work.
- 10.17 Limitation of Liability.** Notwithstanding any provision herein to the contrary, neither party shall be liable to the other or any third party for any incidental, indirect, punitive, or consequential damages arising out of or connected in any way to this Agreement or the work performed hereunder. Consultant's maximum aggregate liability for any and all claims and damages arising under this Agreement is limited to the insurance limits in Section 4.

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

NORTHERN CALIFORNIA POWER AGENCY

WUNDERLICH-MALEC SYSTEMS, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**JOE GRUBER,**  
Business Unit Manager

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Wunderlich-Malec Systems, Inc. ("Contractor") shall provide control systems support related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Control systems support
- PLC systems support
- SCADA systems support

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

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

To be provided on a project-specific basis with Consultant's proposal.

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

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

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

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

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

Wunderlich-Malec Systems, Inc.  
(Company name)

for contract work at:

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

(Project name and location)

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

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

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

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





# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

**SUBJECT:** The Boldt Company – Five Year Multi-Task General Services Agreement for General T&M Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Michael DeBortoli	<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>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with The Boldt Company for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

**BACKGROUND:**

Various routine, recurring and usual T&M maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. The Boldt Company is a new vendor for NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has an agreement in place for similar services with Performance Mechanical, Inc., RAM Mechanical, TCB Industrial, TNT Industrial and Wagner Mechanical.

**FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$4,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

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

**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

**PENDING COMMITTEE APPROVAL:**

On September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task General Services Agreement with The Boldt Company

DRAFT

**RESOLUTION 23-XX**

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

**(reference Staff Report XXX:23)**

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

WHEREAS, The Boldt Company is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

ATTEST:

\_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
THE BOLDT COMPANY**

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 The Boldt Company, a corporation with its corporate headquarters office located at 2121 E Capitol Dr, Appleton, WI 54911 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2023 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. The Purchase Order shall reference this Agreement and include the compensation type allowed for the Work. 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** FOUR MILLION dollars (\$4,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B, and which rates shown in Exhibit B may, from time to time, be adjusted by the Agency to allow Contractor to perform Work. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

**4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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 that unreasonably limits coverage.

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

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

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

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

**4.4 Pollution Insurance.** Not Applicable.

**4.5 Property Insurance.** Contractor shall obtain and maintain a Builder's Risk Policy in the amount of the Purchase Order. This insurance shall also name the Agency and the Contractor's Subcontractors and Material Suppliers as insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. Deductible amounts are a reimbursable cost under this Agreement. This policy shall provide for a waiver of subrogation in favor of Agency, Contractor and Contractor's Subcontractors and Material Suppliers. This insurance shall remain in effect until substantial completion. Partial occupancy or use of the Work shall not commence until Contractor has secured the consent of the insurance company or companies providing the coverage required in this section. Agency and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors for damages caused by risks covered by such property insurance except such rights as they may have to the proceeds of the insurance.

**4.6 All Policies Requirements.**

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

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

**4.6.3 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.6.1, naming the specific



Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

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

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

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

**5.3 Transfer of Title.** Not Applicable.

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

**6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by

which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the

Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

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

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

as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

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

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

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

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

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

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

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

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

**9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 11. WARRANTY.**

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

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

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

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

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



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

Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

**Section 13. MISCELLANEOUS PROVISIONS.**

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

The Boldt Company

Attention: Nathan Johnson, General Council  
2121 E. Capitol Drive  
Appleton, WI 54911  
Nathan.johnson@boldt.com

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 Waiver of Consequential Damages.** Notwithstanding anything to the contrary contained in this Agreement, Agency and Contractor waive all claims against each other (and against their respective Subcontractors, members, shareholders, officers, directors, agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; and increased cost of capital) (“Consequential Damages”); and, regardless of whether any such claim arises out of breach of contract, guaranty or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory, and Agency and Contractor each hereby releases the other and each of such persons from any such liability. Any liquidated damages payable by Contractor under this Agreement shall not be deemed Consequential Damages, and any amounts payable or recoverable by either party pursuant to its indemnity obligations under this Agreement shall not be deemed Consequential Damages.

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

THE BOLDT COMPANY

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**STEVE LIND,**  
Vice President & General Manager

Attest:

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

Approved as to Form:

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

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

The Boldt Company ("Contractor") shall provide routine, recurring and usual T&M maintenance services under T&M or other compensation as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members and included in a Purchase Order.

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

- Boilermaker services
- Operator services
- Ironworker services
- Millwright services
- Laborer services
- Pipefitter services
- Carpenter services
- Piping work and installation
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Troubleshooting
- Underground piping maintenance
- Outage support
- Rotating Equipment Alignment
- Such concrete, structural steel, and related work as necessary to provide access for necessary facility maintenance

Contractor may provide services at all Project Site Locations.

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

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. Compensation can be provided to the Contractor by the Agency on a T&M or other basis as agreed to by the Agency and Contractor and memorialized in each project Purchase Order. For compensation of T&M services, the hourly rates and reimbursable schedules are attached. Such labor rates and reimbursable schedules may, from time to time, be updated by the Contractor to reflect changes in labor agreements or market conditions as long as those updated rates are agreed to by Agency and will be included in the Purchase Order for each project.

**The Boldt Company - Western Operations**  
**Craft Labor Rate Book 2023**

\*Rates do not include consumables / incidentals  
 \*Annual union rate adjustments in January, June

Union Code	Union Name	Union Name	Class Description	Rate
#0613	Sacramento, CA Carpenters	Sacramento, Ca Carpenters Dc	Journeyman	ST 127.00
#0613	Sacramento, CA Carpenters	Sacramento, Ca Carpenters Dc	Journeyman	OT 165.00
#0613	Sacramento, CA Carpenters	Sacramento, Ca Carpenters Dc	Journeyman	DT 203.00
#0613	Sacramento, CA Carpenters	Sacramento, Ca Carpenters Dc	Foreman	ST 135.00
#0613	Sacramento, CA Carpenters	Sacramento, Ca Carpenters Dc	Foreman	OT 177.00
#0613	Sacramento, CA Carpenters	Sacramento, Ca Carpenters Dc	Foreman	DT 218.00

#0612	Sacramento, CA Drywall Carpenters	CA Drywall Carp #109 Sacramento	Foreman	ST 138.00
#0612	Sacramento, CA Drywall Carpenters	CA Drywall Carp #109 Sacramento	Foreman	OT 179.00
#0612	Sacramento, CA Drywall Carpenters	CA Drywall Carp #109 Sacramento	Foreman	DT 221.00
#0612	Sacramento, CA Drywall Carpenters	CA Drywall Carp #109 Sacramento	Journeyman	ST 130.00
#0612	Sacramento, CA Drywall Carpenters	CA Drywall Carp #109 Sacramento	Journeyman	OT 168.00
#0612	Sacramento, CA Drywall Carpenters	CA Drywall Carp #109 Sacramento	Journeyman	DT 206.00

#0626	California Laborers Rate B	CA Laborers #324 Rate B	Group 3	ST 92.00
#0626	California Laborers Rate B	CA Laborers #324 Rate B	Group 3	OT 117.00
#0626	California Laborers Rate B	CA Laborers #324 Rate B	Group 3	DT 142.00
#0626	California Laborers Rate B	CA Laborers #324 Rate B	Foreman	ST 97.00
#0626	California Laborers Rate B	CA Laborers #324 Rate B	Foreman	OT 124.00
#0626	California Laborers Rate B	CA Laborers #324 Rate B	Foreman	DT 151.00

#0655	Northern California Operating Engineers	CA OE #3 A1 - Northern CA	Boom Truck	ST 123.00
#0655	Northern California Operating Engineers	CA OE #3 A1 - Northern CA	Boom Truck	OT 161.00
#0655	Northern California Operating Engineers	CA OE #3 A1 - Northern CA	Boom Truck	DT 199.00

#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	Journeyman	ST 128.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	Journeyman	OT 167.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	Journeyman	DT 207.00

Union Code	Union Name	Union Name	Class Description	Rate
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	Foreman	ST 135.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	Foreman	OT 179.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	Foreman	DT 222.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	General Foreman	ST 140.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	General Foreman	OT 186.00
#0601	Sacramento, CA Millwright	CA MW #102 A3 - SACRAMENTO	General Foreman	DT 232.00

#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	Journeyman	ST 127.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	Journeyman	OT 176.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	Journeyman	DT 226.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	Foreman	ST 129.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	Foreman	OT 179.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	Foreman	DT 229.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	General Foreman	ST 130.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	General Foreman	OT 180.00
#0675	Northern California Boilermakers	CA BM #549 - NORTHERN CA	General Foreman	DT 231.00



<b>Position</b>	<b>Rate</b>
Sr. Project Manager	\$ 190.00
Project Manager	\$ 150.00
Project Engineer	\$ 104.00
Superintendent	\$ 190.00
Project Coordinator	\$ 98.00
Safety Manager	\$ 155.00
Admin/Accounting	\$ 98.00

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested and memorialized in the Purchase Order for each project.

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

The Boldt 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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

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

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

\_\_\_\_\_



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

**SUBJECT:** Western Area Power Administration (WAPA) – Amendment 2 to Extend Existing Contract for Maintenance Services for Electrical 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>		
_____		
_____		

**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into Amendment 2 (Term Extension) to the Contract for Maintenance Services with Western Area Power Administration (WAPA) for transmission line, transformer, and substation maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement for an additional five-years through September 30, 2028, and increasing the not-to-exceed amount for services under the Contract from \$1,000,000 to \$2,000,000, for continued use at all facilities owned and/or operated by NCPA.

**BACKGROUND:**

Transmission line, transformer, and substation service maintenance are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. Effective September 30, 2013, NCPA entered into a five-year Contract for Maintenance Services with Western Area Power Administration (WAPA) to provide such services for NCPA's electrical facilities on an as-needed basis, as requested by NCPA.

On August 16, 2018, NCPA and WAPA entered into Amendment 1 (Term Extension) to the Maintenance Services Contract, extending the agreement for an additional five years. NCPA continues to utilize WAPA for transmission line, transformer, and substation services, and seeks to extend the term for an additional five years through September 30, 2028. Further, staff seeks Commission approval to increase the authorized funds for services under this contract from not-to-exceed \$1,000,000 to not-to-exceed \$2,000,000 over the contract term. NCPA has agreements in place for similar maintenance services with NorCal Power Services, ABB, Inc., and Hitachi Energy USA Inc.

**FISCAL IMPACT:**

Upon Commission approval, the total not-to-exceed amount for services under the agreement will increase from \$1,000,000 to \$2,000,000 over the contract term. The agreement does not include a stated not-to-exceed dollar amount, but NCPA manages the Commission's authorized dollar amount through its accounting system process. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

**SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. 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 APPROVAL:**

On September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 11, 2023 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission Approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

**Attachments (4):**

- Resolution 23-XX
- Contract for Maintenance Services with Western Area Power Administration
- Amendment 1 (Term Extension) to Contract for Maintenance Services with Western Area Power Administration
- Amendment 2 (Term Extension) to Contract for Maintenance Services with Western Area Power Administration

**RESOLUTION 23-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A SECOND AMENDMENT TO EXTEND EXISTING MAINTENANCE SERVICES  
AGREEMENT WITH WESTERN AREA POWER ADMINISTRATION (WAPA)**

**(reference Staff Report #XXX:23)**

WHEREAS, transmission line, transformer and substation service maintenance are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA; and

WHEREAS, effective September 30, 2013, NCPA entered into a five-year Contract for Maintenance Services with Western Area Power Administration (WAPA) to provide such services for NCPA’s electrical facilities on an as-needed basis, as requested by NCPA; and

WHEREAS, on August 16, 2018, NCPA and WAPA entered into Amendment 1 (Term Extension) to the Maintenance Services Contract, extending the agreement for an additional five years; and

WHEREAS, NCPA continues to utilize WAPA for transmission line, transformer, and substation services; and

WHEREAS, NCPA now desires to enter into Amendment 2 (Term Extension) to the Maintenance Services Contract with WAPA to extend the term for an additional five years through September 30, 2023; and

WHEREAS, NCPA seeks Commission approval to increase the authorized funds for services under this contract from not-to-exceed \$1,000,000 to not-to-exceed \$2,000,000 over 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 Amendment 2 (Term Extension) to the Contract for Maintenance Services with Western Area Power Administration (WAPA) for transmission line, transformer, and substation maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement for an additional five-years through September 30, 2028, and increasing the not-to-exceed amount for services under the Contract from \$1,000,000 to \$2,000,000, for continued use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote on roll call:

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

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

\_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY



AUTHENTICATED COPY

Contract 13-SNR-01735

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
CENTRAL VALLEY PROJECT, CALIFORNIA  
  
CONTRACT FOR  
MAINTENANCE SERVICES  
  
WITH  
NORTHERN CALIFORNIA POWER AGENCY

AUTHENTICATED COPY

GS-VOW-2013-109

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

CONTRACT FOR  
MAINTENANCE SERVICES

WITH  
NORTHERN CALIFORNIA POWER AGENCY

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1  
2  
3  
4 UNITED STATES  
5 DEPARTMENT OF ENERGY  
6 WESTERN AREA POWER ADMINISTRATION  
7 CENTRAL VALLEY PROJECT, CALIFORNIA  
8

9 CONTRACT FOR  
10 MAINTENANCE SERVICES  
11 WITH  
12 NORTHERN CALIFORNIA POWER AGENCY  
13

14 1. **PREAMBLE:**

15 This Contract is effective September 30<sup>th</sup>, 2013, pursuant to the Acts of  
16 Congress approved June 17, 1902 (32 Stat. 388); August 26, 1937 (50 Stat. 844, 850);  
17 August 4, 1939 (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and acts  
18 amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF  
19 AMERICA, acting by and through the Administrator, Western Area Power  
20 Administration, Department of Energy, hereinafter called Western, represented by the  
21 officer executing this Contract or a duly appointed successor, hereinafter called the  
22 Contracting Officer; and the Northern California Power Agency, hereinafter called NCPA  
23 or Contractor, its successors and assigns; each sometimes hereinafter individually  
24 called the Party, and both sometimes hereinafter collectively called the Parties.  
25

26 2. **EXPLANATORY RECITALS:**

27 2.1 Western operates an electric power system as part of the Central Valley  
28 Project; and owns, and/or has entitlement to, portions of the Pacific A.C. Intertie,

1 and the California-Oregon Transmission Project (COTP); all hereinafter  
2 collectively referred to as Western's Electric System.

3  
4 2.2 NCPA may request Western to provide maintenance services on certain of  
5 its facilities on an as-needed basis.

6  
7 2.3 Providing maintenance services to NCPA's facilities on an as-needed  
8 basis will help NCPA avoid or shorten maintenance related outages that may  
9 occur if NCPA's system is not maintained effectively and efficiently.

10  
11 2.4 Western is willing to provide maintenance services on an as-needed  
12 basis, provided that Western has the staff available to perform such requested  
13 work and Western can show a relationship between the requested work and  
14 Western's mission or transmission system.

15  
16 2.5 NCPA agrees to pay Western in advance for all costs associated with said  
17 maintenance services.

18  
19 3. **AGREEMENT:**

20 The Parties agree to the terms and conditions set forth herein.

21  
22 4. **TERM OF CONTRACT:**

23 This Contract shall become effective on January 15, 2014, and shall remain in effect for  
24 five (5) years following its date of execution; provided, that either Party may terminate  
25 this Contract by giving the other Party sixty (60) days advance written notice; provided  
26 further, that any obligations incurred hereunder shall remain in effect until satisfied.

27 ///

28 ///

1 5. **DEFINITION OF TERMS:**

2 As used herein, the following terms have the following meanings when used with initial  
3 capitalization, whether singular or plural:

4 5.1 "Electric System" shall mean all properties and assets that are owned by  
5 any entity, including any interests in joint power agency facilities, such as the  
6 COTP, and that are used for or pertain to the generation, transmission,  
7 transformation, or distribution of electric power, including all additions,  
8 replacements, extensions, expansions, improvements, and betterments thereto,  
9 and equipment associated therewith. Communication systems and equipment  
10 associated with operation of electric power shall be included as part of the  
11 Electric System. To the extent an entity is not the sole owner of an asset or  
12 property, only that entity's ownership or entitlement interest in such asset or  
13 property shall be considered to be part of its Electric System.

14  
15 5.2 "Prudent Utility Practice" shall mean those practices, methods, and  
16 procedures, as modified from time-to-time, that are currently and commonly used  
17 by electric utilities to design, engineer, select, construct, operate, and maintain  
18 electric power facilities and equipment, including transmission facilities,  
19 dependably, reliably, safely, efficiently, and economically, with due regard to the  
20 state of the art in the electric power industry, as applied within the area of the  
21 Western Electric Coordinating Council.

22  
23 6. **MAINTENANCE SERVICES:**

24 6.1 When NCPA determines that it has maintenance work on its Electric  
25 System that it would like to request Western to perform on its behalf, NCPA will  
26 contact Western and describe in writing the work it would like Western to perform  
27 and its desired schedule.

28 ///

1 6.2 Western will evaluate NCPA's request and make a determination as to  
2 whether there is a causal relationship between the requested maintenance  
3 service and Western's Electric System. That is, Western will determine on a  
4 case-by-case basis whether the proposed maintenance work has a benefit or  
5 relationship to Western's mission or Western's system. If it is determined that  
6 such benefit or relationship exists, then Western will have the option to perform  
7 maintenance services on NCPA's Electric System to the extent that providing  
8 such services will not interfere with Western's other maintenance commitments  
9 and maintenance scheduled for Western's Electric System.  
10

11 6.3 NCPA understands that Western will have to schedule the requested  
12 maintenance work around Western's existing maintenance work planned on  
13 Western's Electric System, and other maintenance work scheduled, and Western  
14 may not be able to perform the requested work immediately for NCPA.  
15

16 6.4 Western's and NCPA's execution of this Contract does not imply a present  
17 agreement or future obligation on Western's behalf to perform any type of  
18 maintenance services on NCPA's Electric System.  
19

20 6.5 Western shall estimate the cost of the requested maintenance services  
21 and will advise NCPA of such estimated costs. Upon written approval from  
22 NCPA's authorized representative to perform such maintenance services, NCPA  
23 shall pay Western in advance the full estimated amount of the work according to  
24 the terms of Section 7 of this Contract.  
25

26 6.6 Each time that work is requested by NCPA and performed by Western  
27 under this Contract, Western will prepare a new written document in the form  
28

///

1 provided in Exhibit A, attached hereto, to identify the specific work to be  
2 performed and the cost identified for such work.

3  
4 **7. FUNDING FOR MAINTENANCE WORK:**

5 7.1 Upon reaching agreement on NCPA's request to have Western perform  
6 maintenance services on NCPA's Electric System, as provided in Section 6,  
7 NCPA shall, provide compensation to Western in the amount of Western's cost  
8 estimate, or as otherwise billed by Western.

9  
10 7.2 NCPA shall advance funds to a Western trust account in response to, and  
11 in accordance with, Western's bill for collection.

12  
13 7.3 Funds advanced to Western by NCPA for maintenance services provided  
14 under this Contract shall be sent via wire transfer in accordance with the  
15 instructions included on the Western bill for collection or as otherwise directed by  
16 Western.

17  
18 7.4 Western shall not be obligated to perform any work or make any  
19 expenditure, pursuant to this Contract and the applicable Exhibit A, without  
20 advance payment of funds by NCPA.

21  
22 7.5 In the event Western's costs exceed or are projected to exceed the  
23 amount of funds advanced by NCPA and NCPA wants Western to proceed with  
24 the requested or modified maintenance work, NCPA shall, within 10 days after  
25 receipt of written notice from Western, advance such additional funds as  
26 requested by Western. In the event of any change in work scope, the Parties  
27 shall modify the applicable Exhibit A.

28 ///

1 7.6 Any funds advanced by NCPA, pursuant to this Contract and the  
2 applicable Exhibit A, in excess of the actual total cost incurred by Western to  
3 perform requested maintenance activities will be returned to NCPA as soon as  
4 practicable after completion of such maintenance work by Western.  
5

6 8. **MATERIALS TO BE PROVIDED BY NCPA:**

7 8.1 Materials necessary to perform the requested work in Section 6 will  
8 normally be provided by NCPA at NCPA's expense and shall be specified in the  
9 applicable Exhibit A.  
10

11 8.2 Whenever materials are not provided by NCPA, Western will use its best  
12 effort to provide the needed materials at NCPA's expense and shall be specified  
13 in the applicable Exhibit A.  
14

15 9. **RIGHTS OF ENTRY:**

16 Upon NCPA's request and Western's acceptance to perform maintenance under this  
17 Contract, NCPA hereby grants to Western, its successors and assigns, permission to  
18 erect, maintain, replace, remove, and repair facilities on NCPA's Electric System across  
19 and on lands owned by NCPA, together with the right of ingress to and egress from said  
20 lands owned by NCPA.  
21

22 10. **OWNERSHIP, CONTROL, AND MAINTENANCE OF NCPA'S ELECTRIC**  
23 **SYSTEM:**

24 10.1 The Electric System of NCPA shall at all times be, and remain, in the  
25 exclusive possession and control of NCPA, and this Contract shall not be  
26 construed to grant to Western any rights of ownership in or possession of said  
27 Electric System.  
28

///



1 10.2 Title to any property installed by Western pursuant to this Contract shall  
2 remain with NCPA. This Contract shall not be construed to grant to Western any  
3 rights of ownership or possession of such property.  
4

5 11. **GENERAL POWER CONTRACT PROVISIONS:**

6 The General Power Contract Provisions, effective September 1, 2007, attached hereto,  
7 are hereby made a part of this Contract the same as if they had been expressly set forth  
8 herein.  
9

10 12. **EXHIBIT MADE PART OF CONTRACT:**

11 Each Exhibit A (Specific Maintenance Activities) agreed upon under this Contract shall  
12 become a part of this Contract during the term fixed by its provisions. Each Exhibit A is  
13 attached hereto, and it shall be in force and effect in accordance with its terms until  
14 completion of work as specified in such Exhibit A, as allowed by the terms of this  
15 Contract.

16 ///

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18 ///

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1 **IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed  
2 the day and year first above written.

3  
4 **WESTERN AREA POWER ADMINISTRATION**

5  
6 By: 

7 **Thomas R. Boyko**

8 Title: Regional Manager

9 Address: 114 Parkshore Drive

10 Folsom, CA 95630

11  
12 (Seal)

**NORTHERN CALIFORNIA POWER AGENCY**

13  
14 By: 

15 Name: J.H. Pope

16 Title: GM

17 Address: \_\_\_\_\_

18 Attest

19 By: 

20 Title: Executive Assistant

21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATE

I, Cary Padgett, certify that I am the Executive Assistant  
of the Northern California Power Agency; that James H. Pope, who  
signed Contract 13-SNR-01735 on behalf of NCPA was then its  
General Manager; that said contract was duly signed for and in behalf of  
NCPA by authority of its governing body and is within the scope of its authority and  
powers.

Seal

Signature   
Date 9/16/13

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.
  
2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:
  - 2.1 Description of Work:
  
  - 2.2 Start Date:
  
  - 2.3 Completion Date:
  
  - 2.4 Estimated Cost:

**WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS**

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WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

I. **APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. **DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or



discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

### III. RATES, BILLING, AND PAYMENT PROVISIONS:

#### 11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### 12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### 13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. POWER SALES PROVISIONS.

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. FACILITIES PROVISIONS.

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. **OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.



38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Term Extension)

CONTRACT FOR  
MAINTENANCE SERVICES

WITH

THE NORTHERN CALIFORNIA POWER AGENCY

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Term Extension)

CONTRACT FOR  
MAINTENANCE SERVICES

WITH

THE NORTHERN CALIFORNIA POWER AGENCY

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1  
2  
3  
4 UNITED STATES  
5 DEPARTMENT OF ENERGY  
6 WESTERN AREA POWER ADMINISTRATION  
7 SIERRA NEVADA REGION

8 AMENDMENT 1  
9 (Term Extension)

10 CONTRACT FOR  
11 MAINTENANCE SERVICES

12 WITH

13 THE NORTHERN CALIFORNIA POWER AGENCY

14 **1. PREAMBLE:**

15 This Amendment 1 (Amendment) to Contract 13-SNR-01735 (Contract) is made this  
16 16 day of August, 2018, between the UNITED STATES OF  
17 AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER  
18 ADMINISTRATION (WAPA) and the NORTHERN CALIFORNIA POWER AGENCY  
19 (NCPA), also hereinafter referred to individually as Party and together as Parties,  
20 pursuant to the same authorities as the Contract.

21 **2. EXPLANATORY RECITALS:**

22 2.1 The Parties entered into the Contract on September 30, 2013, and it  
23 became effective on January 15, 2014. Under the Contract, WAPA provides  
24 maintenance services for NCPA's electrical facilities on an as-need basis, at the  
25 request of NCPA.

26 2.2 The original termination date of the Contract is September 30, 2018.  
27 NCPA has requested an extension of the term of the Contract.

28 ///

1           2.3    WAPA is willing to extend the Contract term through September 30, 2023.

2  
3    **3.    AGREEMENT:**

4    The Parties agree to the terms and conditions set forth herein.

5  
6    **4.    TERM OF AMENDMENT:**

7    This Amendment shall become effective upon execution and shall remain in effect  
8    concurrently with the Contract.

9  
10   **5.    MODIFICATION OF SECTION 4 (TERM OF CONTRACT) OF THE**  
11 **CONTRACT:**

12   Section 4 of the Contract is hereby deleted and the following substituted therefor:

13           “4.    This Contract shall become effective on January 15, 2014, and  
14           shall remain in effect through September 30, 2023; provided, that either  
15           Party may terminate this Contract by giving the other Party sixty (60) days’  
16           advance written notice; provided further, that any obligations incurred  
17           hereunder shall remain in effect until satisfied.”

18  
19   **6.    CONTRACT TO REMAIN IN EFFECT:**

20   Except as expressly modified by this Amendment, the Contract shall remain in full force  
21   and effect, and this Amendment shall be subject to all provisions of the Contract, except  
22   as herein amended.

23  
24   **7.    AUTHORITY TO EXECUTE:**

25   Each individual signing this Amendment certifies that the Party represented has duly  
26   authorized such individual to execute this Amendment that binds and obligates the  
27   Party.

28   ///

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be  
2 executed the day and year first above written.

3  
4 WESTERN AREA POWER ADMINISTRATION

5 By: *Dawn Roth Lindell*  
6 Dawn Roth Lindell  
7 Title: Acting Senior Vice President and  
8 Sierra Nevada Region Regional Manager  
9 Address: 114 Parkshore Drive  
Folsom, California 95630

10 NORTHERN CALIFORNIA POWER AGENCY

11  
12 (Attest)

13 By: *Randy S Howard*  
14 Name: Randy S. Howard  
15 Title: General Manager  
16 Address: 651 Commerce Drive  
Roseville, CA 95678-6420

17 By: *Carol Pickett*  
18 Title: *Executive Asst.*

19 Approved as to form:


20 By: *Jane Luckhardt*  
21 Jane Luckhardt, General  
22 Counsel  
23  
24  
25  
26  
27  
28

EXHIBIT A  
(Specific Maintenance Activities)

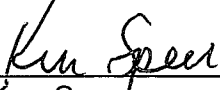
1. This Exhibit A, Revision 1, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.
2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:
  - 2.1 Description of Work:
    - 2.1.1 NCPA has a planned outage on the Geysers #9 Lakeville 230-kilovolt line on September 8, 2014. NCPA has asked Western to perform an inspection on a gang-operated switch designated #1225 on the 230-kV transmission line that is available to be taken out of service during the planned plant outage and provide a repair recommendation and time estimate for the proposed work.
    - 2.1.2 NCPA has a planned outage of its Geothermal Plant #2 beginning on or around September 9, 2014. NCPA has asked Western to perform an inspection on a gang-operated switch designated #1235 on the 230-kV transmission line that is available to be taken out of service during the planned plant outage and provide a repair recommendation and time estimate for the proposed work.
  - 2.2 Start Date: September 8, 2014
  - 2.3 Completion Date: September 9, 2014
  - 2.4 Estimated Cost: \$22,200



WESTERN AREA POWER ADMINISTRATION

By:   
Name: Subhash Paluru  
Title: Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630

NORTHERN CALIFORNIA POWER AGENCY

By:   
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678

Attest:


By:   
Title: Executive Assistant

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 2, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 2, shall not terminate Exhibit A, Revision 1, and both Exhibit A, Revision 1, and Exhibit A, Revision 2, shall remain in effect until such time as either an Exhibit A, Revision 3, is executed or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1 Description of Work:

2.1.1 NCPA has a planned generator outage on their Collierville Unit #1 starting on October 20, 2014, to last approximately 4 weeks. NCPA has asked Western to provide them the use of our SF6 gas reclaiming cart and a craftsman to operate the cart and provide technical assistance on Unit breaker 413 maintenance. This maintenance will be performed under the Unit #1 clearance.

2.1.2 Start Date: October 26, 2014 (Unit breaker 413)

2.1.3 Completion Date: October 31, 2014

2.1.4 Estimated Cost: \$10,436

2.2 Description of Work:

2.2.1 NCPA has a planned generator outage on their Collierville Unit #2 starting on December 1, 2014, to last approximately 4 weeks. NCPA has asked Western to provide them the use of our SF6 gas reclaiming cart and a craftsman to operate the cart and provide technical assistance on Unit breaker 423 maintenance. This maintenance will be performed under the Unit #2 clearance.


2.2.2 Start Date: November 30, 2014 (Unit breaker 423)

2.2.3 Completion Date: December 5, 2014

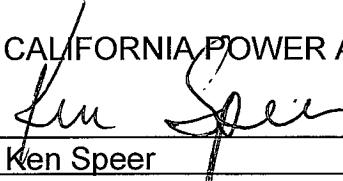
2.2.4 Estimated Cost: \$10,436

2.3 **Total Estimated Cost: \$20,872**

WESTERN AREA POWER ADMINISTRATION

By:   
Name: Subhash Paluru  
Title: Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630

NORTHERN CALIFORNIA POWER AGENCY

By:   
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678

Attest:

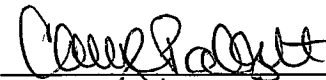
By:   
Title: Executive Assistant

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 3, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 3, shall not terminate Exhibit A, Revision 1, and Exhibit A, Revision 2; and Exhibit A, Revision 1, Exhibit A, Revision 2, and this Exhibit A, Revision 3 shall all remain in effect until such time as either an Exhibit A, Revision 4, is executed or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1 Description of Work:

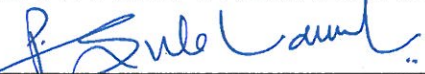
2.1.1 NCPA has a requested that Western provide assistance with their breaker PCB 1442.

2.1.2 Start Date: January 27, 2015

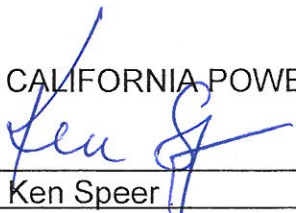
2.1.3 Completion Date: Approximately January 30, 2015

2.1.4 Estimated Cost: \$6,500

WESTERN AREA POWER ADMINISTRATION

By:   
Name: Subhash Paluru  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630

NORTHERN CALIFORNIA POWER AGENCY

By:   
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678

Attest:

By:   
Title: Executive Assistant

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 4, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 4, shall not terminate Exhibit A, Revision 1, Exhibit A, Revision 2, and Exhibit A, Revision 3; and Exhibit A, Revision 1, Exhibit A, Revision 2, Exhibit A, Revision 3, and this Exhibit A, Revision 4 shall all remain in effect until such time as either an Exhibit A, Revision 5, is executed or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following training. The details of the training are as follows:

2.1 Description of Training:

2.1.1 Basic Grounding and Employee Safety training class by Western employee Gary Zevenbergen P.E.

2.1.2 Discussion on the 2009 Collierville to Bellota 230-kilovolt (kV) line #2 "polymer insulator" failure

2.1.3 Discussions of various types of line outage and emergency response scenarios

2.1.4 230-kV transmission line first responder employee and public safety issues

2.1.5 230-kV transmission emergency field grounding discussion and practical exercise

2.1.6 Start Date: April 14, 2015 at 0800 hours

2.1.7 Completion Date: April 14, 2015 at 1600 hours

2.1.8 Estimated Cost: \$4,500.00

WESTERN AREA POWER ADMINISTRATION

By: 

Name: Subhash Paluru

Title: Senior Vice President and

Sierra Nevada Regional Manager

Address: 114 Parkshore Drive

Folsom, CA 95630

Date: MAR 16 2015

NORTHERN CALIFORNIA POWER AGENCY

By: 

Name: Ken Speer

Title: Assistant General Manager

Address: 651 Commerce Drive

Roseville, CA 95678

Date: 2-17-2015

Attest:

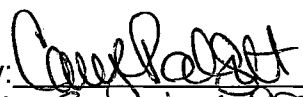
By:   
Title: Executive Assistant

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 5, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 5, shall not terminate Exhibit A, Revision 1, Exhibit A, Revision 2, Exhibit A, Revision 3, and Exhibit A, Revision 4; and Exhibit A, Revision 1, Exhibit A, Revision 2, Exhibit A, Revision 3, Exhibit A, Revision 4, and this Exhibit A, Revision 5 shall all remain in effect until such time as either an Exhibit A, Revision 6, is executed or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1 Description of Work:

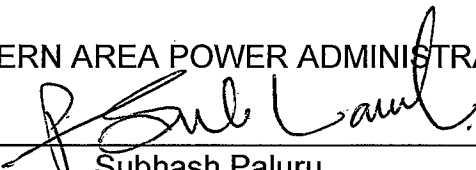
2.1.1 NCPA has a requested that Western remove the old tower-mounted Switch 1235 and replace it with a new switch to be provided by NCPA.

2.1.2 Start Date: On or about April 20, 2015

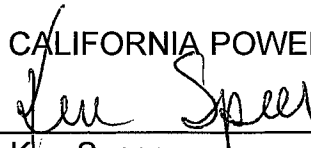
2.1.3 Completion Date: On or about April 28, 2015

2.1.4 Estimated Cost: \$62,585

WESTERN AREA POWER ADMINISTRATION

By:   
Name: Subhash Paluru  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630

NORTHERN CALIFORNIA POWER AGENCY

By:   
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678

Attest:

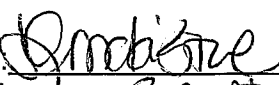
By:   
Title: Executive Assistant

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 6, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 6, shall not terminate Exhibit A, Revision 4 and Exhibit A, Revision 5; and Exhibit A, Revision 4, Exhibit A, Revision 5, and this Exhibit A, Revision 6 shall all remain in effect until such time as the work under each respective exhibit is completed and Western has terminated such exhibit, or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1 Description of Work:

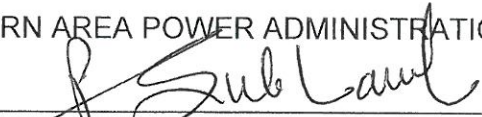
2.1.1 NCPA has a requested that Western replace instrument transformers at NCPA's Geysers.

2.1.2 Start Date: On or about April 20, 2015


2.1.3 Completion Date: On or about April 28, 2015

2.1.4 Estimated Cost: \$40,000

WESTERN AREA POWER ADMINISTRATION

By:   
Name: Subhash Paluru  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: 4-10-15

NORTHERN CALIFORNIA POWER AGENCY

By:   
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 4-10-15

Attest:

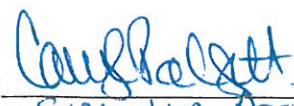
By:   
Title: Executive Assistant

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 7, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 7, shall not terminate Exhibit A, Revision 4, Exhibit A, Revision 5, and Exhibit A, Revision 6; and Exhibit A, Revision 4, Exhibit A, Revision 5, Exhibit A, Revision 6, and this Exhibit A, Revision 7 shall all remain in effect until such time as the work under each respective exhibit is completed and Western has terminated such exhibit, or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1 Description of Work:

2.1.1 NCPA has requested that Western perform work on the vibration dampers and polymer insulators on Tower #115 on the Collierville to Bellota 230-kV Transmission Line. Specifically, Western is to replace all six polymer insulators on Tower #115; replace missing and damaged vibration dampers on Tower #115; and finally, add a second set of vibration dampers to all six conductors in both directions on Tower #115.

2.1.2 Start Date: Either August 10, 2015, or August 17, 2015

2.1.3 Completion Date: Either August 10, 2015, or August 17, 2015

2.1.4 Estimated Cost: \$12,100.00

WESTERN AREA POWER ADMINISTRATION

By: [Signature]  
Name: Subhash Paluru  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: JUN 29 2015

NORTHERN CALIFORNIA POWER AGENCY

By: [Signature]  
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 6/19/15

Attest:

By: [Signature]  
Title: Executive Assistant



EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 8, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution of this Exhibit A; Provided, That this Exhibit A, Revision 8, shall not terminate Exhibit A, Revision 4, Exhibit A, Revision 5, Exhibit A, Revision 6, and Exhibit A, Revision 7; and Exhibit A, Revision 4, Exhibit A, Revision 5, Exhibit A, Revision 6, Exhibit A, Revision 7 and this Exhibit A, Revision 8 shall all remain in effect until such time as the work under each respective exhibit is completed and Western has terminated such exhibit, or termination of the Contract.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following training. The details of the training are as follows:

2.1 Description of Training:

2.1.1 Basic Grounding and Employee Safety for Substation and Generation Facilities training class by Western employee Gary Zevenbergen P.E. This observation and training by Gary Zevenbergen will include the following:

2.1.1.1 Observation of 230kv tower #115 insulator and vibration damper replacement work by Western Line Department and supported by NCPA crews on August 17, 2015.

2.1.1.2 Basic Grounding and Employee Safety for Substations and Generation Facilities classroom training on August 18, 2015 at NCPA's LEC facility.

2.1.1.3 Observation and review of NCPA electrical job planning, Lock Out/Tag Out (LOTOT) and hands-on Protective Grounding procedure review and training on NCPA generating plant equipment August 19, 2015.

2.1.2 Start Date: August 17, 2015 at 0800 hours

2.1.3 Completion Date: August 19, 2015 at 1600 hours

2.1.4 Estimated Cost: \$4,700.00

///

///

///

Northern California Power Agency  
Exhibit A, Revision 8 to  
Contract 13-SNR-01735

WESTERN AREA POWER ADMINISTRATION

By: *[Signature]*  
Name: Subhash Paluru  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

Attest:

By: *[Signature]*  
Title: PA Executive Asst.

By: *[Signature]*  
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 8/3/2015

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 9, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution and shall all remain in effect until such time as the work is completed, at which time Western will terminate this Exhibit A, Revision 9.

2. Under Section 6 of the Contract, NCPA has requested and Western has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1.1 Description of Work: NCPA has a requested Insulator replacement on the Collierville to Bellota 230kv lines #1 & #2 (Towers 157A & B). Western Line crew to replace all twelve suspension and six post insulators on two single transmission towers. Per the job walk down it was determined that one lince could be done at a time. Line #1 clearance will be scheduled in the morning and Line #2 clearance will be scheduled in the afternoon. The Western line crew will be working under the NCPA line clearance. The 230-kilovolt line clearances will be done per the NCPA-Pacific Gas and Electric Company Interagency line clearance procedure. NCPA's Brent Helm will be holding the clearances and be on location.

2.1.2 Start Date: April 4, 2016 at 0700 hours

2.1.3 Completion Date: April 4, 2016 at 1700 hours

2.1.4 Estimated Cost: \$17,655.00

WESTERN AREA POWER ADMINISTRATION

By: [Signature]  
Name: Subhash Paluru  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

By: [Signature]  
Name: Ken Speer  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: MAR 16 2016

Attest:

By: [Signature]  
Title: Executive Assistant

**EXHIBIT A**  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 10, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution and shall remain in effect until such time as the work is completed, at which time WAPA will terminate this Exhibit A, Revision 10.

2. Under Section 6 of the Contract, NCPA has requested and WAPA has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1.1 Description of Work: NCPA has a requested WAPA line crews perform 230-kV transmission line work on the following towers:

**Towers and pole cap sizes:**

- Towers (51 L/R – 20" cap)
- Towers (67 L/R – 20" cap)
- Towers (69 L/R – 20" cap)
- Towers (73 L/R – 20" cap)
- Towers (80 L/R – 20" cap)
- Towers (87 L/R – 19" cap)

The scope of work will consist of the installation of Kaddas pole cap covers on top of twelve (12) monopoles at six (6) different tower locations.

2.1.2 Start Date: September 15, 2019 at 0600 hours

2.1.3 Completion Date: September 16, 2019 at 1830 hours

2.1.4 Estimated Cost: \$56,177.93

**WESTERN AREA POWER ADMINISTRATION**

By: *Sonja A Anderson*  
Name: Sonja A. Anderson  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: \_\_\_\_\_

**NORTHERN CALIFORNIA POWER AGENCY**

Attest: *Cary Padgett*  
By: \_\_\_\_\_  
Name: Cary Padgett  
Title: Assistant Secretary

By: *Joel Ledesma*  
Name: Joel Ledesma  
Title: Assistant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 8/27/2019

NCPA

### Project Cost Estimator O & M

(enter information in white boxes only)

rev: 6-14-18

Facility Name	Collerville/Bellota 230 kV line	FID Code	
Project Name:	NCPA bird diverter project	Location (State)	
Work Description:	Install bird diverters on 12 mono poles		
Start Date:	9/15/19	Est. End Date:	
Today's Date:	8/14/19		
Estimator:	Brian Adams	<b>Type of Job (enter "x" in one box only):</b>	
Project Manager:	Brian Adams	Normal maintenance	
Daily Per Diem & MI&E Rate:		Equip replacement (minor)	
Trust Job? (X):		Equip replacement (capitalized)	
Reimbursable? (X):		New equip installation (minor)	
Contingency (%):		New equip installation (capitalized)	
Customer 1:		%	
Contract #:			
Outages and dates required:			

A. Labor Costs	FTE	Days	Hrs/Day	Total PD Days	Total Hours	Labor	Per Diem	Labor Total
Linemen								
Foreman II Linemen								
Foreman III Linemen								
1.5 X Linemen	5.0	1.0	12.0		60	11196.00		11196.00
1.5 X Foreman II Linemen	1.0	1.0	12.0		12	2687.40		2687.40
1.5 X Foreman III Linemen								
2 X Linemen	5.0	1.0	12.0		60	14926.80		14926.80
2 X Foreman II Linemen	1.0	1.0	12.0		12	3583.32		3583.32
Longline Linemen	5.0	2.0	6.0		60	2434.35		2434.35
Longline Foreman II Lineman	1.0	2.0	6.0		12	606.06		606.06

B. Contract Costs (construction or services)	Cost

C. Installed Equipment and Material Costs	No.	Unit Cost	Item Total

**D. Heavy & Helicopter Equipment Costs (including leased)**

(Use Heavy Equipment Rate worksheet to enter data and estimated cost will return)

Heavy Equipment cost total RMF	
Heavy Equipment cost total EMF	1,800.00
Helicopter cost total	18,944.00

**E. Cost Summary:**

Direct Labor Hours	216		
Direct Labor Cost		35,433.93	
Per Diem and Travel Costs			
Contract/Service Costs			
Installed Equipment and Material Costs			
Equipment and Helicopter Costs		20,744.00	
Contingency			
<b>Grand Total Cost:</b>			<b>\$ 56177.93</b>

*infernal estimate*

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 11, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution and shall remain in effect until such time as the work is completed, at which time WAPA will terminate this Exhibit A, Revision 11.

2. Under Section 6 of the Contract, NCPA has requested and WAPA has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1.1 Description of Work: NCPA has a requested WAPA line crews perform 230-kV transmission inspection and line work on the following towers:

**Towers Inspection:**

Towers TT-1 and TT-2

Towers T-1 thru T-9

**Tower Repair:**

Tower TT-1 Repair Walked Clevis Pin

The scope of work will consist of climbing inspections of eleven (11) towers and documenting issues and repair of Tower TT-1 as previously identified.


2.1.2 Start Date: March 21, 2022 at 0600 hours

2.1.3 Completion Date: March 23, 2022 at 1830 hours


2.1.4 Estimated Cost: \$32,140.71

3. Execution of Counterparts: This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

4. Electronic Signatures: The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Attest:   
By: \_\_\_\_\_  
Name: Cary Padgett  
Title: Executive Assistant

NORTHERN CALIFORNIA POWER AGENCY

By:   
Name: Randy Bowersox  
Title: Assitant General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 2/16/22

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Name: Sonja A. Anderson  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: \_\_\_\_\_

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 12, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution and shall remain in effect until such time as the work is completed, at which time WAPA will terminate this Exhibit A, Revision 12.

2. Under Section 6 of the Contract, NCPA has requested and WAPA has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1	Description of Work:	WAPA line crew to replace damaged insulator corona ring clamp on one of NCPA's transmission towers.
2.2	Transmission Line:	Collierville-Bellota 230-kV transmission line, Line 1.
2.3	Tower:	T44
2.4	Heavy Equipment Required:	Bronto Aerial Lift Truck
2.5	Start Date:	May 17, 2022
2.6	Completion Date:	May 31, 2022
2.7	Estimated Cost:	\$15,000.00

3. Execution of Counterparts: This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

4. Electronic Signatures: The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.



Northern California Power Agency  
Exhibit A, Revision 12 to  
Contract 13-SNR-01735

NORTHERN CALIFORNIA POWER AGENCY

DocuSigned by:  
Attest: Cary Padgett  
By: \_\_\_\_\_  
Name: Cary Padgett  
Title: Executive Assistant

DocuSigned by:  
By: Randy S Howard  
Name: Randy S Howard  
Title: General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 5/11/2022

WESTERN AREA POWER ADMINISTRATION

DocuSigned by:  
By: Sonja Anderson  
Name: Sonja A. Anderson  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: 5/11/2022



**Department of Energy**  
Western Area Power Administration  
Sierra Nevada Region  
114 Parkshore Drive  
Folsom, CA 95630-4710  
5/16/2022

Sent via Email

Mr. Marc Pelletier  
Generation Services, Assistant General Manager  
Northern California Power Agency  
651 Commerce Circle  
Roseville, CA 95678

Dear Mr. Pelletier:

Please find enclosed Exhibit A, Revision 13 to Contract 13-SNR-01735 (Exhibit) between the Western Area Power Administration (WAPA) and the Northern California Power Agency (NCPA). The Exhibit provides funding for WAPA to perform maintenance and repair work for NCPA as specified in the Exhibit. The estimated cost for this work is \$50,138.42. A bill for collection will be sent to you once the Exhibit is fully executed.

If the terms and conditions the in Exhibit are acceptable, please sign and attest via DocuSign. Once we have countersigned, DocuSign will automatically send you a fully executed version of the Exhibit for your files.

If you have any questions regarding the above, please contact Ms. Sharol Lynch at [slynch@wapa.gov](mailto:slynch@wapa.gov).

Sincerely,

DocuSigned by:

*Sonja Anderson*

BC223A909FD34D8...

Sonja A. Anderson  
Senior Vice President and  
Sierra Nevada Regional Manager

Enclosure

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 13, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution and shall remain in effect until such time as the work is completed, at which time WAPA will terminate this Exhibit A, Revision 13.

2. Under Section 6 of the Contract, NCPA has requested and WAPA has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1.1 Description of Work: NCPA has a requested WAPA line crews perform 230-kV transmission line work, switch maintenance, and repairs on the following towers:

**Tower Repairs:**

Tower TT-1 Repair incorrectly installed hardware on 2 phases  
Tower TT-2 Move jumper and make necessary repairs  
Tower TT-8 Repair damaged insulators  
Tower TT-9 Repair broken bell and switch 1235

The scope of work will consist of completing repairs identified and documented during the climbing inspections of eleven (11) towers.

2.1.2 Start Date: June 4, 2022 at 0600 hours

2.1.3 Completion Date: June 11, 2022 at 1830 hours

2.1.4 Estimated Cost: \$50,138.42

3. A bill for collection will be issued for the estimated cost upon execution of this Exhibit. Payment must be received in full no later than five (5) business days prior to the scheduled work start date or the work may be rescheduled.

4. Execution of Counterparts: This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

Northern California Power Agency  
Exhibit A, Revision 13 to  
Contract 13-SNR-01735

5. Electronic Signatures: The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

NORTHERN CALIFORNIA POWER AGENCY

DocuSigned by:  
Attest: Cary Padgett  
By: \_\_\_\_\_  
Name: Cary Padgett  
Title: Executive Assistant

DocuSigned by:  
By: Marc Pelletier  
Name: Marc Pelletier  
Title: Generation Services, Assistant  
General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 5/16/2022

WESTERN AREA POWER ADMINISTRATION

DocuSigned by:  
By: Sonja Anderson  
Name: Sonja A. Anderson  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: 5/17/2022

EXHIBIT A  
(Specific Maintenance Activities)

1. This Exhibit A, Revision 14, to be effective under and as a part of Contract 13-SNR-01735 (Contract), shall become effective upon execution and shall remain in effect until such time as the work is completed, at which time WAPA will terminate this Exhibit A, Revision 14.

2. Under Section 6 of the Contract, NCPA has requested and WAPA has agreed to perform the following maintenance work. The details of the maintenance work are as follows:

2.1 Description of Work: WAPA inspected NCPA's geothermal 230-kV gen-tie and towers on March 21-22, 2022. Based on its inspection, WAPA made recommendations for suggested maintenance work on the inspected equipment. Based on WAPA's recommendations, NCPA has requested that WAPA's line crew perform the following maintenance work:

	Equipment Description	Maintenance Work
2.1.1	Tower TT-1	Install hardware correctly, replace broken insulators
2.1.2	Tower TT-7	Replace broken insulators
2.1.3	Tower TT-8	Replace broken insulators

2.2 Start Date: July 22, 2022 at 0600 hours

2.3 Completion Date: July 24, 2022 at 1830 hours

2.4 Estimated Cost: \$69,485.37

3. Billing and Payment: A bill for collection will be issued for the estimated cost upon execution of this Exhibit. Payment must be received in full no later than five (5) business days prior to the scheduled work start date or the work may be rescheduled.

4. Execution of Counterparts: This Exhibit may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit may be detached by any counterpart of this Exhibit without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Exhibit identical in form hereto, by having attached to it one or more signature pages.

Northern California Power Agency  
Exhibit A, Revision 14 to  
Contract 13-SNR-01735

5. Electronic Signatures: The Parties agree that this Exhibit may be executed by handwritten signature or digitally signed using DocuSign, Adobe Sign, or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

NORTHERN CALIFORNIA POWER AGENCY

DocuSigned by:  
Attest: Cary Padgett  
By: \_\_\_\_\_  
Name: Cary Padgett  
Title: Executive Assistant

DocuSigned by:  
By: Marc Pelletier  
Name: Marc Pelletier  
Title: Generation Services, Assistant  
General Manager  
Address: 651 Commerce Drive  
Roseville, CA 95678  
Date: 7/14/2022

WESTERN AREA POWER ADMINISTRATION

DocuSigned by:  
By: Sonja Anderson  
Name: Sonja A. Anderson  
Title: Senior Vice President and  
Sierra Nevada Regional Manager  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: 7/14/2022

## Project Cost Estimator O & M

(enter information in white boxes only)

Rev: 2/4/2021

Facility Name:	Geysers	FID Code:	
Project Name:	NCPA Inspection and Repair	Location (State):	
Work Description:	Climbing inspection of towers, document and repair issues		
Start Date:	7/22/22	Est. End Date:	7/24/22
Today's Date:	6/29/22		
Estimator:	James Hill	<b>Type of Job (enter "x" in one box only):</b>	
Project Manager:	James Hill	Normal maintenance	x
Daily Per Diem & MI&E Rate:	\$226.00	Trust Job? (X):	<input checked="" type="checkbox"/>
		Reimbursable? (X):	<input checked="" type="checkbox"/>
		Contingency (%):	<input type="checkbox"/>
		Equip replacement (minor)	<input type="checkbox"/>
		Equip replacement (capitalized)	<input type="checkbox"/>
		New equip installation (minor)	<input type="checkbox"/>
		New equip installation (capitalized)	<input type="checkbox"/>
Customer 1:		%	
Contract #:			
Outages and dates required:			

A. Labor Costs	FTE	Days	Hrs/Day	Total PD Days	Total Hours	Labor	Per Diem	Labor Total
Lineman	4.0	1.0	10.0	1.0	40	7302.55		7302.55
Foreman I Lineman	1.0	1.0	10.0	1.0	10			
Foreman II Lineman								
Foreman III Lineman								
1.5 X Lineman	4.0	1.0	10.0	1.0	40	7527.35		7527.35
1.5 X Foreman I Lineman								
1.5 X Foreman II Lineman	1.0	1.0	10.0	1.0	10	2258.27		2258.27
1.5 X Foreman III Lineman								
2 X Lineman	4.0	1.0	10.0	1.0	40	10036.19		10036.19
2 X Foreman I Lineman								
2 X Foreman II Lineman	1.0	1.0	10.0	1.0	10	3011.02		3011.02
2 X Foreman III Lineman								
Barehand Premium Pay								
Longline Premium Pay								

B. Contract Costs (construction or services)	Cost

C. Installed Equipment and Material Costs	No.	Unit Cost	Item Total
30K insulators	68	55	3,740

**D. Heavy & Helicopter Equipment Costs (including leased)**

(Use Heavy Equipment Rate worksheet to enter data and estimated cost will return)

Heavy Equipment cost total RMF	<input type="text"/>
Heavy Equipment cost total EMF	2,250.00
Helicopter cost total	24,960.00

**E. Cost Summary:**

Direct Labor Hours	<input type="text" value="150"/>	
Direct Labor Cost		30,135.37
Per Diem and Travel Costs		3,400.00
Premium Pay		
Contract/Service Costs		
Installed Equipment and Material Costs		3,740.00
Equipment and Helicopter Costs		27,210.00
Contingency		5,014.63
<b>Grand Total Cost:</b>		<b>\$ 69,500.00</b>

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 2  
(Term Extension)

CONTRACT FOR  
MAINTENANCE SERVICES

WITH

THE NORTHERN CALIFORNIA POWER AGENCY



UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 2  
(Term Extension)

CONTRACT FOR  
MAINTENANCE SERVICES  
WITH

THE NORTHERN CALIFORNIA POWER AGENCY

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1  
2  
3  
4 UNITED STATES  
5 DEPARTMENT OF ENERGY  
6 WESTERN AREA POWER ADMINISTRATION  
7 SIERRA NEVADA REGION

8 AMENDMENT 2  
9 (Term Extension)

10 CONTRACT FOR  
11 MAINTENANCE SERVICES  
12 WITH

13 THE NORTHERN CALIFORNIA POWER AGENCY

14 **1. PREAMBLE:**

15 This Amendment 2 (Amendment) to Contract 13-SNR-01735 (Contract) is made this  
16 \_\_\_\_\_ between the UNITED STATES OF AMERICA, DEPARTMENT OF  
17 ENERGY, WESTERN AREA POWER ADMINISTRATION (WAPA) and the  
18 NORTHERN CALIFORNIA POWER AGENCY (NCPA), also hereinafter referred to  
19 individually as Party and together as Parties, pursuant to the same authorities as the  
20 Contract.

21 **2. EXPLANATORY RECITALS:**

22 2.1 The Parties entered into the Contract on September 30, 2013, and it  
23 became effective on January 15, 2014. Under the Contract, WAPA provides  
24 maintenance services for NCPA's electrical facilities on an as-need basis, at the  
25 request of NCPA.

26 2.2 The original termination date of the Contract was September 30, 2018.

27 ///

28 ///

1 2.3 The Parties desired to extend the Contract through September 30, 2023,  
2 and did so through Amendment 1.

3  
4 2.4 NCPA has requested another extension of the term of the Contract.  
5 WAPA is willing to extend the Contract term through September 30, 2028.  
6

7 **3. AGREEMENT:**

8 The Parties agree to the terms and conditions set forth herein.  
9

10 **4. TERM OF AMENDMENT:**

11 This Amendment shall become effective upon execution and shall remain in effect  
12 concurrently with the Contract.  
13

14 **5. MODIFICATION OF SECTION 4 (TERM OF CONTRACT) OF THE**  
15 **CONTRACT:**

16 Section 4 of the Contract is hereby deleted and the following substituted therefor:

17 "4. This Contract shall become effective on January 15, 2014, and  
18 shall remain in effect through September 30, 2028; provided, that either  
19 Party may terminate this Contract by giving the other Party sixty (60) days'  
20 advance written notice; provided further, that any obligations incurred  
21 hereunder shall remain in effect until satisfied."  
22

23 **6. CONTRACT TO REMAIN IN EFFECT:**

24 Except as expressly modified by this Amendment, the Contract shall remain in full force  
25 and effect, and this Amendment shall be subject to all provisions of the Contract, except  
26 as herein amended.

27 ///

28 ///

1 **7. AUTHORITY TO EXECUTE:**

2 Each individual signing this Amendment certifies that the Party represented has duly  
3 authorized such individual to execute this Amendment that binds and obligates the  
4 Party.

5  
6 **8. EXECUTION BY COUNTERPARTS:**

7 This Amendment may be executed in any number of counterparts and, upon execution  
8 and delivery by each Party, the executed and delivered counterparts together shall have  
9 the same force and effect as an original instrument as if all Parties had signed the same  
10 instrument. Any signature page of this Amendment may be detached by any  
11 counterpart of this Amendment without impairing the legal effect of any signatures  
12 thereon and may be attached to another counterpart of this Amendment identical in  
13 form hereto, by having attached to it one or more signature pages.

14  
15 **9. ELECTRONIC SIGNATURES:**

16 The Parties agree that this Amendment may be executed by handwritten signature or  
17 digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital  
18 signature is the same as a handwritten signature and shall be considered valid and  
19 acceptable.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment to be  
2 executed the day and year first above written.

3  
4 WESTERN AREA POWER ADMINISTRATION

5  
6 By: \_\_\_\_\_  
7 Name: \_\_\_\_\_  
8 Title: Acting Senior Vice President and  
9 Sierra Nevada Region Regional Manager  
10 Address: 114 Parkshore Drive  
11 Folsom, California 95630

12  
13 NORTHERN CALIFORNIA POWER AGENCY

14 (Attest)

15 By: \_\_\_\_\_  
16 Title: \_\_\_\_\_

17 By: \_\_\_\_\_  
18 Name: Randy Howard  
19 Title: General Manager  
20 Address: 651 Commerce Drive  
21 Roseville, CA 95678-6420

22 Approved as to form:

23 By: \_\_\_\_\_  
24 Jane Luckhardt,  
25 General Counsel



# Commission Staff Report – *DRAFT*

**COMMISSION MEETING DATE:** October 6, 2023

**SUBJECT:** Combustion Turbine Facilities 2024 Outages; Applicable to the following:  
Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility

**AGENDA CATEGORY:** Discussion/Action

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

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

**RECOMMENDATION:**

Approve Resolution 23-XX authorizing the Combustion Turbine Facilities 2024 Outages 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 \$402,000, to be funded from the Maintenance Reserve.

**BACKGROUND:**

NCPA’s Combustion Turbine Facilities have planned outages scheduled from January 1, 2024 through January 31, 2024 (CT1 Lodi) and May 1, 2024 through May 31, 2024 (CT1 Alameda) for work related to the 2024 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 2024 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 (IGV/R0 & R1 Eddy Current Testing)
- Scaffold Support
- BOP Maintenance (CT1 Lodi XFRM oil cleaning)
- Generator Compartment Roof Leak Repairs
- Controls Upgrade

**FISCAL IMPACT:**

CT1 2024 Outage Costs	
Balance of Plant	\$122,000
Electrical Systems	\$115,000
Gas Turbine	\$60,000
Stacks	\$30,000
Incidentals	\$20,000
Water Treatment	\$5,000
Contingency	\$50,000
	\$402,000

FY24 Budget	
Maintenance Reserve	\$402,000

The budgetary funds to complete the CT Facilities 2024 Outages will come from the pre-collected funds in the Maintenance Reserve (Account # 265-010-005-610-044-002). A table detailing the impact of these expenses on the Maintenance Reserve is included below.

<u>Balances</u>	
Maintenance Reserve Balance (6/30)	\$3,495,882
FY24 Contributions	\$675,000
Outage Work	(\$402,000)
End of FY24 Balance	\$3,768,882

**SELECTION PROCESS:**

In accordance with NCPA’s procurement policies and procedures, NCPA will solicit bids to perform the work required for this Project. Bids will be evaluated and work will be awarded to the contractors providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**

These activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2024 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

**COMMITTEE REVIEW:**

**PENDING COMMITTEE APPROVAL:**

On September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

**Attachments:**

- Resolution 23-XX



**RESOLUTION 23-XX**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE COMBUSTION TURBINE FACILITIES 2024 OUTAGES**

**(reference Staff Report #XXX:23)**

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Combustion Turbine facility near Alameda, CA, consisting of two power plants, and a Combustion Turbine facility near Lodi, CA, consisting of one power plant; and

WHEREAS, in accordance with proper maintenance of the facilities, NCPA's Combustion Turbine facilities will be conducting their annual outages in January and May 2024; and

WHEREAS, during the outages, the Combustion Turbine Facilities team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the outages; and

WHEREAS, on September 6, 2023 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval; and

WHEREAS, these activities have already been subject to CEQA equivalent review. The proposed activities of the Combustion Turbine Facilities 2024 Outages are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Combustion Turbine Facilities 2024 Outages and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total cost not exceed \$402,000, to be funded from the Maintenance Reserve.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote on roll call:

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

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

ATTEST: \_\_\_\_\_  
TRISHA ZIMMER  
ASSISTANT SECRETARY