



651 Commerce Drive
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September 27, 2018

TO: Facilities Committee

FROM: Carrie Pollo

SUBJECT: Notice of the Facilities Committee Meeting

Facilities Committee: In compliance with the Brown Act, if participating on the conference call **and/or online presentation**, please attend one of the locations listed below and post this notice at a publicly accessible location at the participation location **72-hours** before the call begins.

| | |
|------------------|---|
| Date: | Wednesday, October 3, 2018 |
| Time: | 9:00 am |
| Where: | NCPA Headquarters 651 Commerce Drive Roseville, CA 95678 |
| Contact at NCPA: | Carrie Pollo 916.781.4282 |

| | | |
|---|---|---|
| ALAMEDA MUNICIPAL PWR 2000 Grand St., Alameda 510.748.3901 | BAY AREA RAPID TRANSIT 300 Lakeside Drive, Oakland 510.464.6435 | CITY OF BIGGS 465 "C" Street, Biggs 530.868.5493 |
| CITY OF GRIDLEY 685 Kentucky Street, Gridley 530.846.5695 | CITY OF HEALDSBURG 435 Allen Ct., Healdsburg 707.431.3317 | CITY OF LODI 1331 S. Ham Lane, Lodi 209.333.6762 |
| CITY OF LOMPOC 100 Civic Ctr. Plaza, Lompoc 805.875.8299 | CITY OF PALO ALTO 250 Hamilton Ave, Palo Alto 650.329.2273 | PORT OF OAKLAND 530 Water Street, Oakland 510.627.1100 |
| PLUMAS-SIERRA REC 73233 Hwy 70, Portola 530.832.4261 | CITY OF REDDING 3611 Avtech Parkway, Redding 530.339.7344 | CITY OF ROSEVILLE 2090 Hilltop Circle, Roseville 916.774.5602 |
| CITY OF SANTA CLARA 881 Martin Avenue, Santa Clara 408.261.5490 | TURLOCK IRR. DISTRICT 333 E. Canal Drive, Turlock 209.883.8300 | CITY OF UKIAH 300 Seminary Ave, Ukiah 707.463.6200 |



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Agenda

Date: Wednesday, October 3, 2018
Subject: Facilities Committee Meeting
Location: NCPA Headquarters, 651 Commerce Drive, Roseville CA.
Time: 9:00 am

The Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an Action Item, a Report or an Informational Item. This agenda is often supplemented by various documents which are available to the public upon request. Pursuant to Government Code Section 54957.5, the following is the location at which the public can view agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville California, or www.ncpa.com.

Persons requiring accommodation 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.

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who wishes to address the Committee on matters not on the Agenda, but within the subject matter jurisdiction of the Committee, or 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.

OPEN SESSION

- 2. Approve Minutes from the August 1, 2018 and September 5, 2018 Facilities Committee Meetings, and the August 14, 2018 Special Facilities Committee Meeting.**
- 3. All Generation Services Facilities, Members, SCPPA – WSA Engineered Systems MTGSA –**
Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with WSA Engineered Systems for equipment, materials, and off-site maintenance labor of automatic brush/ball tube cleaning systems, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. (*Commission Category: Consent; Sponsor: Geo*)
- 4. NCPA Generation Services Plant Updates –** NCPA Plant Staff will provide the Committee with an informational update on current plant activities and conditions. (*Commission Category: Informational; Sponsor: Generation Services*)

5. **SFWPA Services Update** – Staff will provide an update regarding ongoing discussions with South Feather Water and Power Agency (SFWPA) about NCPA's possible provision of Services to SFWPA. (*Commission Category: Informational; Sponsor: Power Management*)
6. **Cotenancy Agreement** – Staff will provide an update regarding ongoing discussions in response to CDWR's notice of termination of its entitlement in the Agreement of Cotenancy in the Castle Rock Junction-Lakeville 230-kV Transmission Line. (*Commission Category: Informational; Sponsor: Power Management*)
7. **Planning and Operations Update** – Staff will provide an update on issues related to planning and operations.
8. **Schedule Next Meeting Date** – The next Facilities Committee Meeting is currently scheduled for November 7, 2018.

ADJOURNMENT

/cp



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Minutes

Date: August 2, 2018
To: NCPA Facilities Committee
From: Michelle Schellentrager
Subject: August 1st, 2018 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Mike Brozo at 9:04 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Tikan Singh (Lompoc), Shiva Swaminathan (Palo Alto), Basil Wong and Jared Carpenter (Port of Oakland), Steve Hance (Santa Clara), and Willie Manuel (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Truckee-Donner, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approve minutes from the July 5, 2018 Facilities Committee meetings.** A motion was made by Jiayo Chiang and seconded by Mike Brozo recommending approval of the July 5, 2018 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.
3. **All Generation Services Facilities, Members, SCPPA – Eaton Corporation MTGSA** – Staff presented background information on the Multi-Task General Services Agreement with Eaton Corporation for electrical services. This agreement will have a not to exceed amount of \$2,000,000, and will be for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available to review.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Eaton Corporation for electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, with a not to

exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

- 4. All Generation Services Facilities, Members, SCPPA – Montrose Air Quality Services, LLC MTGSA** – Staff presented background information on the Multi-Task General Services Agreement with Montrose Air Quality Services, LLC for rata, source and emissions testing. This agreement has a not to exceed amount of \$250,000, and will be for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available to review.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Montrose Air Quality Services, LLC, for rata, source and emissions testing, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

- 5. All Generation Services Facilities, Members, SCPPA – Titan Crane & Rigging, Inc. MTGSA** – Staff presented background information on the Multi-Task General Services Agreement with Titan Crane & Rigging, Inc. for trucking and crane services. This agreement has a not to exceed amount of \$500,000, and will be for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. Mike DeBortoli noted that NCPA has multiple enabling agreements in place for crane work, which is critical because of the difficulty in booking crane services during peak season. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available to review.

Motion: A motion was made by Jiayo Chiang and seconded by Mike Brozo 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 trucking and crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Port of Oakland. The motion (passed).

- 6. All Generation Services Facilities, Members, SCPPA – Danick Mechanical, Inc. MTGSA** – Staff presented background information on the Multi-Task General Services Agreement with Danick Mechanical, Inc. for T&M mechanical maintenance services. This agreement has a not to exceed amount of \$1,000,000, and will be for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available to review.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending

Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Danick Mechanical, Inc. for T&M mechanical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Port of Oakland, and TID. The motion passed.

- 7. All Generation Services Facilities, Members, SCPPA – KW Emerson, Inc. MTGSA –** Staff presented background information on the Multi-Task General Services Agreement with KW Emerson, Inc. for maintenance services, including earthwork, asphalt patching, utility easement work, and minor road and tunnel maintenance. This agreement has a not to exceed amount of \$1,000,000, and will be for use at all facilities owned and/or operated by NCPA, with exception of NCPA's Lodi Energy Center. It will also be available to NCPA Members, SCPPA, and SCPPA Members. The exclusion of Lodi Energy Center is due to the fact that the vendor has declined to sign Exhibit E (Agreement to be bound to the LEC Maintenance Labor Agreement). It was noted that the Commission Staff Report and Resolution should be updated to reflect the exclusion of LEC. This is an enabling agreement with no commitment of funds. A draft Staff Report and the draft agreement were available to review.

Motion: A motion was made by Jiayo Chiang and seconded by Mike Brozo recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with KW Emerson, Inc., for maintenance services to include earthwork, asphalt patching, utility easement work, minor road maintenance and tunnel maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00, for use at all facilities owned and/or operated by NCPA, with the exception of the Lodi Energy Center, its Members, SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Port of Oakland, and TID. The motion passed.

- 8. NCPA Geothermal Facility – Gifford's Backhoe Services, Inc. MTGSA –** Staff presented background information on the Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc. for maintenance labor services and equipment rental. This agreement has a not to exceed amount of \$1,000,000.00, and will be for use at NCPA's Geothermal facility only. There was a brief discussion amongst the Committee regarding enabling agreements and how they function. Staff explained that the terms of all of NCPA's enabling agreements are similar, and that all of these jobs are put out to bid by multiple qualified vendors as work is needed. This is an enabling agreement with no commitment of funds. A draft Staff Report and the draft agreement were available to review.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or designee to enter into a Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc. for maintenance labor services and equipment rental including equipment related drilling operations services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00, for use at NCPA's Geothermal Geyser's facility. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Plumas-Sierra, Roseville, Santa Clara, and TID. ABSTAIN = Palo Alto, Port of Oakland. The motion passed.

9. NCPA Generation Services Plant Updates – NCPA Generation Services staff provided the Committee with informational updates on current plant activities and conditions.

Heatwave – Staff presented a chart which outlined the energy demand on the hottest day of the recent heatwave (Tuesday, July 24th). Total peak demand on that day was approximately 46,000 MW. Staff also shared the impacts of the heat wave on energy prices, which peaked at \$900/MWh. Of all of NCPA's generation plants, LEC and Hydro saw the greatest increase in margins.

Shiva Swaminathan asked when Western stopped delivery (as a result of the wildfires). Staff explained that Western stopped delivery on Thursday night, with the initial d-rate being partial. After midnight on Thursday night, all of Base Resource schedules were cut. The pool was over supplied at the time, so the impact was limited, although staff did have to complete some supplemental procurement to fill gaps during the evening ramp. Real time prices have been stable, in large part due to the CAISO over forecasting demand in the day-ahead market. CAISO's recent calls for flex alerts has also contributed to lower demand on the system in real-time.

Geothermal Status Update – Marty Lebrecht gave the Committee an update on the impacts that the Mendocino Complex fire was having on NCPA's Geo facility. While the plant itself is not in any immediate danger, it has impacted some of the Geo employees who live in areas under evacuation orders. Geo is currently running with a slightly reduced staff as a result.

Marty also shared the generation level forecast for the year. There has been a dip due to the recent fires and a PG&E maintenance project (replacement of some transmission lines back in May) which resulted in the unit being taken out of service. Current and upcoming projects at the Geo facility were reviewed with the Committee.

CT1 Status Update – Mike DeBortoli shared an update on CT1 project. He outlined some of the recent issues with the units, and outlined some of the troubleshooting that staff had to complete in order to correct the problems. Mike explained that the units are very well-maintained, so there was no real early indicator of these issues. Most issues are just a result of general wear and tear on parts, and replacement or upgrade of these parts being deferred.

Hydro Status Update – Randy Bowersox presented an update on the Hydro plant. New Spicer Meadows releases continued at a relative high level in the month of July, with the level of storage going down by about 6"/day. NSM Unit 3 was out for a little over 2 weeks for maintenance. The unit was completely disassembled and then cleaned and inspected. This maintenance is completed roughly every 10 years.

Randy reviewed upcoming projects for the Hydro facility. The largest upcoming project is the Collierville Unit 2 Generator Rewind. Staff hope to start this outage on September 5th and hope to have all work completed by the end of December. There was a discussion regarding the possibility of delaying the project if energy prices continue to stay high in September. Staff explained that this work includes mobilization of a crew from Austria, and any delay would likely mean NCPA could not reschedule the work for at least 1 year (as this company is booked up well in advance). There was a brief discussion of potential CAISO impacts on this project. Randy Howard recommended that NCPA staff coordinate with Facilities Committee members to schedule a tour while Unit 2 is disassembled.

NCPA Solar Project Update – Ron Yuen gave an update on the status of the NCPA Solar Project. Phase 1 of the project has been completed. Phase 2 is currently underway. This phase includes site viability screening and preliminary development. Ron reviewed each of the current project participants, and shared information on the potential solar site(s) each participant is exploring. Ron noted that Lompoc was no longer able to pursue the site they had originally selected, as the site they were targeting was taken off the market, but that they had expressed interest in joining another participant's site if any of them might have room for some extra capacity. There was a discussion among the Committee as to whether these projects would become MSS resource upon completion. There was also a discussion around how these resources would be operated.

- 10. NCPA Wildfire Mitigation Plan** – Ron presented the Committee with background on the Public Utilities Code, Division 4.1, Chapter 6, under which this wildfire mitigation plan became necessary. Under this code, all utilities must have a plan in place. Ron reviewed the plan requirements as outlined in the Public Utilities Code. NCPA has determined that the Geothermal and Hydro plants are the highest risk sites, based on the fire risk zones identified in the CPUC Fire Threat Map. It was noted that the agreement may have to be analyzed and updated, based on new standards. Ron reviewed the mitigation measurements currently in place; most have been in place for some time.

It may be necessary to bring in assistance from a third party that has already implemented a Wildfire Mitigation Plan, to assist NCPA and ensure that we are adhering to new standards; of particular concern were the new GO 95 standards. There was some debate by the Committee as to whether approval should be deferred until next month. Ultimately, it was decided that it would be prudent to approve the current plan, so that NCPA has something in place, with the understanding that it will likely need to be amended and re-approved.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval of the NCPA Wildfire Mitigation Plan, to be applied at all NCPA owned/operated facilities, and to be updated as needed by the NCPA Commission. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = TID. The motion passed.

- 11. CDWR WSPP Agreements** – Tony Zimmer provided background on the CDWR WSPP Master Confirmation Agreement. NCPA is a WSPP member, and can transact with other WSPP members. CDWR is also a WSPP member, however, NCPA is required to enter into a Master Confirmation Agreement in order to become fully enabled with CDWR under the WSPP. This will allow NCPA to transact with CDWR going forward. The RA market has become more volatile and constrained, and it is becoming increasingly difficult to find additional capacity to purchase. CDWR typically has available significant amounts of capacity that qualify as RA. This agreement will ensure NCPA has access to this supply, if needed.

This agreement is still in final Legal review, however, staff would prefer to have this in place sooner rather than later, especially in light of the recent fires and the upcoming Collierville outage. Tony outlined some of the unique elements of the agreement. Jane Luckhardt stated that the agreement appears straightforward, but she plans to review it further with HR.

Motion: A motion was made by Bill Forsythe and seconded by Jiayo Chiang recommending Commission approval of the CDWR WSPP Master Confirmation and associated materials (the "Contracting Package"), as further described herein, subject to the NCPA General Counsel's review and approval of the Contracting Package. A vote was taken by roll call: YES = Alameda,

Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = TID. The motion passed.

12. CY 2019 NCPA Capacity Pool Rates– Tony Zimmer provided some background on the NCPA Capacity Pool. The NCPA Capacity Pool enables participants within that program to trade capacity amongst themselves. The price for the capacity rate is determined on a yearly basis. Tony reviewed the historical factors used to determine the rate. The 2018 capacity pool rates were reviewed as well.

Over the course of the previous year, the Resource Adequacy market was volatile. Some of the contributing factors include the impacts of CCA's forming; these CCA's need capacity, which results in an increase in capacity prices and a decrease in availability. Tony shared with the Committee the proposed calendar year 2019 capacity pool rates.

Randy Howard asked whether the current annual review schedule still makes sense. Tony said that the possibility of seasonal or quarterly rate evaluations has been discussed by the Pooling Committee, particularly with the recent volatility in the market. The Pooling Committee has opted not to change the current cycle at this time, however, they recognize that the structure may need to be changed in the future. They have also discussed the possibility of flexible capacity being added.

Motion: A motion was made by Jiayo Chiang and seconded by Bill Forsythe recommending Commission approval establishing the following as the System and Local Resource Adequacy Capacity prices to be used in the CY 2019 NCPA Capacity Pool: System Capacity - \$2.75 / kW-Month; Local Capacity - \$3.25 / kW-Month. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, and Roseville. ABSTAIN = Santa Clara and TID. The motion passed.

13. Planning and Operations Update –

- The City of Redding has executed the Facilities Agreement and will now be joining the Facilities Committee. Meeting materials and contact lists will be updated accordingly.
- A previously-scheduled meeting between NCPA and PG&E staff regarding the Fire Safety Program has been rescheduled due to recent fire activities.
- Staff reviewed the impacts to Members and NCPA staff as a result of the Carr Fire and the Mendocino Complex Fires. Staff also reviewed the impacts to Western Base Resources and the Bureau of Reclamation. NCPA purchased supplemental power to fill gaps in Members' portfolios as a result of base resource delivery being suspended. Individual needs of Members will be discussed in this afternoon's Pooling Committee meeting.
- Staff reviewed the reporting tools available to Members on the NCPA Connect website. Examples of some of the operational reports and graphs available were shown. Members are encouraged to use the tools available on the website.
- The recent spike in gas prices was discussed. Key contributing factors include the recent heat waves, as well as the higher gas rates in southern California. The high gas prices in southern California are due to the ongoing gas storage and transportation issues.
- It was announced that CDWR has notified NCPA that they would like to terminate their share in the Cotenancy Agreement. This agreement was put into place when the Geo units were developed. The Committee discussed the impacts of CDWR opting out of the agreement. Staff will bring this back to the Committee in the coming months.




14. Schedule next meeting date – the next regular Facilities Committee meeting is scheduled for September 5, 2018.

ADJOURNMENT

The meeting was adjourned at 11:50 am.

**Northern California Power Agency
August 1, 2018 Facilities Committee Meeting
Attendance List**

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

| MEMBER | NAME |
|--------------------------|--|
| ALAMEDA | |
| BART | |
| BIGGS | |
| GRIDLEY | |
| HEALDSBURG | |
| LODI |  |
| LOMPOC | |
| PALO ALTO | |
| PLUMAS-SIERRA REC |  |
| PORT OF OAKLAND | |
| ROSEVILLE |  |
| SANTA CLARA | |
| TID | |
| UKIAH | |

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

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Minutes

Date: August 17, 2018
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: August 14, 2018 Facilities Committee Special Meeting Minutes

1. **Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Mike Brozo at 9:04 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Melissa Price (Lodi), Tikan Singh (Lompoc), Shiva Swaminathan (Palo Alto), and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **All Generation Services Facilities, Members, SCPPA – Electrical Maintenance Consultants MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Electrical Maintenance Consultants for electrical related services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. The current agreement is expiring. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by William Forsythe and seconded by Melissa Price recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Electrical Maintenance Consultants for electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi,

Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

- 3. NCPA Combustion Turbine 1 Facilities – Alameda Unit 1** – Staff presented background information and reviewed three proposals for repairs for Alameda Unit 1, as well as options offered by vendors, and was seeking a motion for Commission approval of the staff recommended option.

Proposals were reviewed from Allied, Ethos, and Sulzer. Each vendor provided two different options which were: 1) Refurbish all parts from Unit 1; or, 2) Provide an already refurbished rotor ready to go. Option 1 is less expensive, but takes more time, while option 2 will take less time, but costs more. Staff evaluated the proposals based on lost revenue, RAAIM penalties, and RA, plus considered the use based maintenance cost differential through 2030.

After reviewing all options staff recommended the Sulzer option replacing the turbine with advance parts at a cost of \$2,638,750 plus \$161,250 contingency, for a total amount of \$2,800,000. This is \$800,000 more than previously approved by the Commission. The maintenance reserve budget will cover the extra \$800,000, with members being invoiced monthly during FY2019. The overall cost of this option is the lowest due to a reduction in cost for maintenance. The maintenance will be lower due to the advanced parts, with coatings that help preserve each part, and extend the time between maintenance outages. Regular use based maintenance will be done every other year with major maintenance scheduled every 8 years.

Motion: A motion was made by Alan Hanger and seconded by Melissa Price recommending Commission approval authorizing an increase of the authority of the General Manager to enter into agreements and issue purchase orders for necessary turbine maintenance of Alameda CT Unit 1 with an updated not to exceed amount of \$2,800,000, and approval of an increase in the FY19 budget for the Alameda CT Unit 1. Maintenance reserve will be used to fund the additional \$800,000, and members will be invoiced monthly through FY2019 (net any revenues). A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

ADJOURNMENT

The meeting was adjourned at 9:58 am by Committee Chair Mike Brozo.

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

[illegible]

**Northern California Power Agency
August 14, 2018 Special Facilities Committee Meeting
Attendance List**

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

| MEMBER | NAME |
|--------------------------|--|
| ALAMEDA | |
| BART | |
| BIGGS | |
| GRIDLEY | |
| HEALDSBURG | |
| LODI | |
| LOMPOC | |
| PALO ALTO | |
| PLUMAS-SIERRA REC |  |
| PORT OF OAKLAND | |
| ROSEVILLE |  |
| SANTA CLARA | |
| TID | |
| UKIAH | |



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Minutes

Date: September 12, 2018
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: September 5, 2018 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by William Forsythe, Representative from the City of Roseville. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Debbie Whiteman and Alan Hanger (Alameda), Paul Eckert (Gridley), Shiva Swaminathan (Palo Alto), Jared Carpenter (Port of Oakland), and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, Lompoc, Plumas-Sierra, Redding, TID, and Ukiah were absent. A quorum of the Committee was not established.

PUBLIC FORUM

No public comment.

2. **Approve minutes from the August 1, 2018 Facilities Committee Meeting, and the August 14, 2018 Special Facilities Committee Meeting** – Since there was not a quorum of the Committee, no action was taken. These minutes will be taken to the next Facilities Committee Meeting on October 3, 2018 for approval.
3. **All Generation Services Facilities, Members, SCPPA – Advanced Turbine Support, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with Advanced Turbine Support, LLC for borescope inspections and non-destructive testing services, with a not to exceed amount of \$250,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds. The current agreement is expiring.

The general consensus of the Facilities Committee recommends 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 \$250,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

4. **All Generation Services Facilities, Members, SCPPA – Ernie and Sons Scaffolding dba Unique Scaffold MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Ernie and Sons Scaffolding dba Unique Scaffold for scaffolding services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

The general consensus of the Facilities Committee recommends 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 \$250,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

5. **All Generation Services Facilities, Members, SCPPA – Fairchild & Wells dba Fairchild and Associates MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with Fairchild & Wells, Inc. dba Fairchild and Associates for well related consulting services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Fairchild & Wells, Inc. dba Fairchild & Associates for well inspections and testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

6. **All Generation Services Facilities, Members, SCPPA – Burns & McDonnell First Amendment to MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Professional Services Agreement Burns & McDonnell, updating the not to exceed amount of from \$1,000,000 to \$4,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft

agreement were available for review. This is an enabling agreement with no commitment of funds. This amendment is to increase the not to exceed dollar amount only, as the agreement is currently low on funds. There is no additional time needed for the agreement.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a First Amendment to Multi-Task General Services Agreement with Burns and McDonnell Engineering Company, Inc., 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 all facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

- 7. All Generation Services Facilities, Members, SCPPA – ABB, Inc. MTGSA –** Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with ABB, Inc., for generator inspection, testing, troubleshooting, winding, and repair, with a not to exceed amount of \$10,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

ABB purchased the GE Industrial Solutions group, which was instrumental in getting the plant back up and running in the past. Concerns regarding the high not to exceed amount of \$10,000,000, were discussed among the Committee. Typically NCPA agreements do not have this high of dollar amount. All POs will be processed per NCPA's Purchase Order policy with a clear amount stated on each PO. This verbiage will be added to the Staff Report. All POs over \$250,000 will come back through the Facilities Committee for a recommendation of Commission approval.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with ABB, Inc. (formerly GE International) for generator inspection, testing, troubleshooting and repair services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$10,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

- 8. All Generation Services Facilities, Members, SCPPA – Nozomi Networks, Inc. MTCSA –** Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with Nozomi Networks, Inc., for cyber security consulting, vulnerability testing and solutions, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nozomi Networks, Inc. for cyber security consulting, vulnerability testing and solutions, 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 all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

- 9. All Generation Services Facilities, Members, SCPPA – Western Hydrologic Consulting, LLP MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with Western Hydrologic Consulting LLP, for environmental regulatory compliance reporting, forecasting/modeling, and design services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds. A new firm developed after consultants left the company ECORP, which has helped with previous work. ECORP will still be able to help with sub work.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Western Hydrologics, LLP for regulatory compliance advice, and complex engineering modeling services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

- 10. All Generation Services Facilities, Members, SCPPA – Petrochem Insulation, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Petrochem Insulation, Inc., for pipe maintenance, including sound abatement, and scaffolding, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Petrochem Insulation, Inc. for maintenance to include but not limited to insulation on steam piping and tanks, noise abatement, scaffolding, fireproofing, and other necessary 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 all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

- 11. All Generation Services Facilities, Members, SCPPA – Rodney Bray MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with Rodney Bray, for consulting services and supervision, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase

orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

NCPA General Manager, Randy Howard, requested this agreement not be opened up to NCPA Members or SCPPA. This recommended change will be incorporated into the Staff Report. NCPA General Counsel has tightened up all insurance requirements, especially at the plant facilities, with no flexibility. More drilling contracts will be coming through the Committee due to the P-Site Well Workovers. It was also recommended not to use any more Sole Proprietors for Geothermal work.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Rodney Bray for assisting in development of new or production well workover, interpretation of well analysis reports and supervision during drilling operations, 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 all facilities owned and/or operated by NCPA. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

- 12. NCPA Geothermal Facility – P-Site Well Workover Project** – Staff reviewed the proposed P-Site Well Workover Project, including additional wells which may need work, with an estimated timeline, and budget for this project.

The slope at the P-Site well pad has been sliding downhill for the last 30 years. Damage on the P-Site wells is being accelerated due to external corrosion. Staff is recommending 4 P-Site well workovers during the next couple of years. Contracts need to be established for drilling on two wells, with an option to add work on two more wells. The current plan is to perform two well workovers for P-9 and P-4, beginning in Spring 2019 with completion by the end of FY 2019. Then possibly doing two more wells, P-7 and P-5, the beginning of FY 2020 while the drill rig is still on site. Keeping the drill rig on site saves mobilization and demobilization of the drill rig, which saves \$300,000. Pricing is also better for 4 wells versus 2 wells.

The funding plan needs to be developed with the current budget of \$6m. Two more wells have gone bad since the budget was approved. More money may need to be approved to have the work completed. Loss during the well workovers will be approximately 5MW in generation. Overall loss will occur within 5 years unless workovers are performed.

- 13. Generation Services 2019 Outage Schedule** – Staff reviewed the 2019 Outage Schedule for NCPA's CT, Geo, and Hydro facilities, and was seeking a recommendation for Facilities Committee approval. Major outages include the Collierville Unit 1 generator rewind at Hydro, from August 31 through December 8, as well as the Geo Plant 1 Units 1 & 2 overhauls, during April and May. Other outages include routine maintenance.

The general consensus of the Facilities Committee recommends approval of the 2019 Outage Schedule for NCPA's CT, Geo, and Hydro facilities. The outage schedule needs to be filed with the CAISO by October 15, 2018. Staff will file as soon as possible.

- 14. All NCPA Facilities, Members, SCPPA – MFP Connect, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with MFP Connect, LLC for energy workforce

services on an interim basis and to mentor staff for success in public power, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, Southern California Public Power Authority ("SCPPA"), and SCPPA members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating budgets and/or passed through the Support Services Program. A draft Commission Staff Report and the draft agreement were available for review. This is an enabling agreement with no commitment of funds.

The general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with MFP Connect, LLC for the provision of energy workforce services to fill critical skills gaps on an interim basis and mentor staff for success in public power, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. This item will move forward to the next Commission Meeting September 28, 2018, and placed on the consent calendar.

15. RA Bidding Requirements – Staff presented and reviewed the STIG RA Bidding requirements, and the status of the Lodi CT run hours.

STIG may be sold as RA capacity to non-MSSA Load Serving Entities. Certain requirements differ for Day Ahead Markets (DAM), Hour Ahead Markets (HAM), and Real Time Markets (RTM). STIG is not a short-start unit, so is not obligated to bid into the RTM. To avoid the RTM cycling, and 5-minute ramping, NCPA elected to stop bidding STIG into the RTM when no DAM award is issued. The CAISO treated the no RTM bid as a lack of performance, with potential RAAIM penalties. This is inconsistent with the CAISO Best Practice Manual (BPM). To avoid the RAAIM penalties, NCPA reinstated the RTM bidding of STIG, until further clarification is received from CAISO. NCPA has filed a formal dispute with CAISO. Penalties will be allocated to the Member that sold the RA. NCPA will keep the Committee updated with the CAISO's response to the formal dispute.

The Lodi CT operation of the gas turbine shall be limited to less than 200 hours during any one year, except in response to a CAISO declared system emergency, or transmission emergency. The total operation hours is limited to 877 per any calendar year. If operated in excess of the 200 hour limit, the unit is subject to emission penalties, which are approximately \$70/MWh. Currently NCPA has no offset for this penalty. The current run hours are 137. The run hours may be exhausted during the balance of CY 2018. The CT was built to provide capacity for Members. Staff recommends bidding at the maximum rate and hours. Members will need to procure capacity. NCPA will research the CAISO settlement process if the 200 run hours are exhausted for the unit.

16. Planning and Operations Update –

Plant Updates

CTs – The CT1 Alameda U2 Diesel had water leaking into the exhaust system. When inspected it was discovered there was a broken head. This was a major loss for the unit. The unit has been restored with a new head, and new cylinders. Since there is not a lot of instrumentation, the unit will be observed while running. The unit is back in service.

Hydro – The Donnell Fire has been burning for 5 weeks now, since August 1, 2018. The fire is next to New Spicer, but not affecting NCPA operations, with lots of granite around the reservoir

this is not much of a concern. There is a large fire crew camp near Lake Alpine with 30-50 personnel. The only impact is the boat ramp, as well as debris and sediment into the reservoir. Currently the fire is 85% contained. The Collierville crane refurb has been completed, and is now being used. Collierville Unit 2 is now out of service for the generator rewind, starting yesterday, September 4, and through approximately December 21. Contractors are on site, and have begun work disassembling the stator. Staff will update the Committee next month with progress of the rewind.

Geo – There were no safety issues over the past month at Geo. The generation is currently 1% over the predicted forecast for the year. The public works project for the road repairs is almost completed. Abatement will be up and running soon, and electrical work should be finished by November. Contracts are being negotiated for next year's well workovers. There is an entire management team now in place at Geo.

Solar Project – Phase 1 of this project has been completed, with 5 project participants including Alameda, Healdsburg, Lodi, Plumas-Sierra, and Redding fully engaged. Ukiah and Truckee Donner PUD are interested as well. Most members are in Phase 2B, site screening and development. The original plan was to have Phase 2B completed by September. B&M will re-evaluate the schedule, since the site screening took longer than expected. NCPA is currently awaiting IRS clarification to qualify for full ITC. The current schedule is to begin construction by the end of 2019, with service by the end of 2023.

- Scheduling services began September 1, 2018 with San Jose Clean Energy. Things are going smoothly with the integration of these services.
- NCPA has setup a meeting to engage with PG&E regarding terminating the Co-Tenancy Agreement. As well, regular monthly meetings will be scheduled going forward to discuss outstanding issues. Staff is working on a standing agenda with regular updates, and improving the process for outages.
- Meetings with South Feather Water and Power (SFWAP) continue as they express much interest in services from NCPA, when their contract expires with PG&E in 2020. These services would be very similar to Merced Irrigation District (MEID). Staff will be touring the SFWAP facilities September 19.
- NCPA would like to setup an in-person meeting with the CAISO to get answers to several pending questions, including the \$70MWh price.
- The NCPA 2019 Plant Outage Schedule will be filed at the CAISO next week.

17. Schedule Next Meeting Date – The next regular Facilities Committee meeting is scheduled for October 3, 2018.

ADJOURNMENT

The meeting was adjourned at 11:34 am.

Attendance List

members of the public is voluntary.

[illegible]

**Northern California Power Agency
September 5, 2018 Facilities Committee Meeting
Attendance List**

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

| MEMBER | NAME |
|--------------------------|---------------------|
| ALAMEDA | |
| BART | |
| BIGGS | |
| GRIDLEY | |
| HEALDSBURG | |
| LODI | <i>Siargo Chang</i> |
| LOMPOC | |
| PALO ALTO | |
| PLUMAS-SIERRA REC | |
| PORT OF OAKLAND | |
| REDDING | |
| ROSEVILLE | <i>W. H. A.</i> |
| SANTA CLARA | |
| TID | |
| UKIAH | |



Commission Staff Report – *DRAFT*

Date September 27, 2018

COMMISSION MEETING DATE: October 25, 2018

SUBJECT: WSA Engineered Systems, Inc. – Five Year Multi-Task General Services Agreement to provide equipment, materials and offsite maintenance labor of brush/ball recirculation skids for; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution XX-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with WSA Engineered Systems, Inc. to provide equipment, materials, and offsite maintenance labor of brush/ball tube cleaning systems, as well as on-site supervision and operator training on new systems, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

It is recommend that this item be placed on the Commission Consent Calendar.

BACKGROUND:

Purchasing of equipment, materials and offsite maintenance labor of automatic brush/ball tube cleaning systems, as well as on-site technical supervision, including start-up commissioning and operator training on new systems, are required from time to time at facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members.

FISCAL IMPACT:

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

SELECTION PROCESS

This enabling agreement does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA is soliciting additional vendors for similar services, including Ovivo and Beaudrey, and will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. 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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

Pending committee review.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with WSA Engineered Systems, Inc.

DRAFT

RESOLUTION 18-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH WSA ENGINEERED SYSTEMS, INC.

(reference Staff Report #xxx:18)

WHEREAS, purchasing of equipment, materials, and off-site maintenance labor of automatic brush/ball tube cleaning systems, as well as on-site technical supervision, including start-up commissioning and operator training on new systems, are required from time to time at facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members; and

WHEREAS, WSA Engineered Systems, Inc. is a provider of this equipment and services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with WSA Engineered Systems, Inc., to provide such equipment and services as needed in the amount not to exceed \$1,000,000 over five years; 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 WSA Engineered Systems, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, to provide equipment, materials and offsite maintenance labor of brush/ball tube cleaning systems, as well as on-site supervision and operator training on new systems, for use at facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority ("SCPPA"), and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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 | _____ | _____ | _____ |

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
WSA ENGINEERED SYSTEMS, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and WSA Engineered Systems, Inc., a corporation with its office located at 12040 West Feerick Street, Unit G, Wauwatosa, WI 53222 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.5 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.

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.** Not Applicable.
- 7.5 **Registration with DIR.** Not Applicable.
- 7.6 **Prevailing Wage Rates.** Not Applicable.

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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

WSA Engineered Systems, Inc.
Dan Barta
Manager Engineering & Technical Services
12040 West Feerick Street, Unit G
Wauwatosa, WI 53222

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

WSA ENGINEERED SYSTEMS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

DANIEL BARTA, Manager Engineering & Technical Services

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

As requested by the Agency, its Members, South California Power Authority ("SCPPA" and SCPPA Members, WSA Engineered Systems, Inc. ("Contractor") shall provide equipment, materials and offsite maintenance labor at the WSA Engineered Systems facility located in Wauwatosa, Wisconsin to dismantle, clean, inspect, and provide miscellaneous required parts for:

- Automatic Brush Tube Cleaning Systems
- Automatic Ball Tube Cleaning Systems
- Automatic Backwash Systems
- Self Flushing Filter

In addition, if requested, Contractor shall provide on-site technical supervision, including start-up commissioning and operator training on new systems at any Facilities owned and/or operated by NCPA, its Members, Southern California Power Authority ("SCPPA"), or SCPPA Members.

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:

1. WSA requires a purchase order in one of the following forms prior to dispatch:
 - a) Formal customer purchase order, Fax confirming a verbal order or Approval of verbal order by WSA Service manager or VP of Operations.
2. Standard Rate
 - a) \$1150 per day (Minimum charge and billing unit ½ day)
 - b) Above rate based on a six day workweek 8 hours per day - Monday through Saturday.
3. Over time Rate
 - a) Monday through Saturday (other than above) -----\$180 per hour
4. Sunday and Holiday Rate
 - a) \$210 per hour
5. Air transportation expenses from WSA's home office to and from location of job site will be invoiced to the customer at cost based on economy class round trip airfare. Evidence by receipt will be submitted as proof of travel.
 - a) a) Travel labor rate of \$575 per day or portion of day will be charged for travel time from home office to and from city or location of project.
6. Accommodation (lodging & meals) charges, transportation and incidental expenses will be invoiced at cost + 10% to customer. Applicable receipts will be submitted as evidence (only Meal receipts over \$25 are retained per WSA Company policy).
7. Other expenses: The cost of rental equipment and tools, replacement parts and expendable items purchased from local suppliers by the service representative for the repair and/or service of the customers equipment will be billed to the customer at cost plus 15%.
8. Taxes: Any occupation, income, use, or sales tax imposed by any government authority on the transaction shall be paid by the customer.
9. Insurance: WSA maintains a program of insurance, which includes Worker's Compensation coverage, General Liability and Automobile Liability coverage. Insurance certificates will be furnished upon customer request.
10. Payment to be made within 30 days of receipt of invoice.

The rates for supervisory services mentioned above are in effect until January 1, 2020.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – Not Applicable

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 – Not Applicable

**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)