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Facilities Committee Agenda

Date: November 2, 2022
Subject: NCPA Facilities Committee Meeting
Location: NCPA, 651 Commerce Drive, Roseville, California 95678 / Conference Call
Time: 9:00 am

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

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

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

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

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

REVIEW SAFETY PROCEDURES

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes** – Approve minutes from the October 5, 2022 Facilities Committee regular and special meetings.
3. **Geysers Power Company, LLC Power Purchase Agreement** – Staff will present and seek a recommendation for Commission approval of a Power Purchase Agreement (PPA) between NCPA and Geysers Power Company, LLC, pursuant to which NCPA will purchase Products produced by certain geothermal resources owned and operated by the Geysers Power Company, LLC. *(Commission Category: Discussion/Action; Sponsor: Power Management)*
4. **All NCPA Facilities, Members, SPPA – Performance Mechanical, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Performance Mechanical, Inc. for general T&M maintenance services, with a not to exceed amount of \$4,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SPPA, and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: CTs)*
5. **All NCPA Facilities, Members, SPPA – TNT Industrial Contractors, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement TNT Industrial Contractors, Inc. for general T&M maintenance services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SPPA, and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: CTs)*
6. **All NCPA Facilities, Members, SPPA – NorCal Power Services, LLC First Amendment MTGSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with NorCal Power Services, LLC for electrical maintenance related services, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SPPA, and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *(Commission Category: Consent; Sponsor: Geo)*
7. **NCPA Geothermal Facility – WSA Engineered Systems, Inc. First Amendment MTGSA** – Staff is seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with WSA Engineered Systems, Inc. for equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect automatic brush/ball tube cleaning systems, accepting assignment to WSA Engineered Systems, LLC, with no change to the

contract term or not-to-exceed amount, for continued use at NCPA's Geothermal Facility. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: Geo*)

8. **BART Meter Data Management Agent Services Agreement** – Staff will present and seek a recommendation for Commission approval of a Meter Data Management Agent Services Agreement (MDMA) between NCPA and Trimark Associates, Inc., to provide MDMA services to the San Francisco Bay Area Rapid Transit District (BART) pursuant to the BART Single Member Services Agreement (SMSA). (*Commission Category: Consent; Sponsor: Power Management*)
9. **Settlements Summary Results for FY2022** – Staff is seeking a recommendation for Commission approval of the FY2022 Annual Billing Settlement for the period of July 1, 2021 through June 30, 2022. (*Commission Category: Consent; Sponsor: Administrative Services*)
10. **Reserve and Security Deposit Policies Study** – Staff will provide a follow-up discussion of the draft recommendations of the deposit and reserve requirements study based on feedback received at the October Facilities Committee meeting. ****Informational Only**** (*Sponsor: Administrative Services*)
11. **Market Purchase Program, Gas Purchase Program, NCPA Green Power Project, and Third Phase Agreement Deposit Requirement Adjustments** – Staff will present and seek a recommendation for Commission approval authorizing the General Manager or his designee to temporarily implement revised deposit requirements for the Market Purchase Program, Gas Purchase Program, NCPA Green Power Project, and Third Phase Agreements. (*Commission Category: Discussion/Action; Sponsor: Administrative Services*)
12. **Appointment of Facilities Committee Chair and Vice Chair** – The 2022 Vice Chair will be appointed as the 2023 Chair and the Committee will be asked to nominate and elect a new Vice Chair.

INFORMATIONAL ITEMS

13. **New Business Opportunities** – Staff will provide an update regarding new business opportunities. (*Sponsor: Power Management*)
14. **NCPA Geothermal Steam Field Model Update** – Staff will provide a presentation regarding a status report pertaining to the Geo Steam Field Model currently being performed by GeothermEx. (*Sponsor: Geo*)
15. **NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. (*Sponsor: Generation Services*)
16. **Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. (*Sponsor: Power Management*)
17. **Next Meeting** – The next Facilities Committee meeting is scheduled for December 7, 2022.

ADJOURNMENT

JC/cp



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Minutes – Draft

Date: October 14, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: October 5, 2022 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 9:02 am. Attending via teleconference and on-line presentation were Alan Harbottle and Roger Yang (Alameda), Dennis Schmidt (Biggs), Cliff Wagner (Gridley), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Nick Rossow and Kamryn Hutson (Redding), and Basil Wong, and Steve Hance (Santa Clara). Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Plumas-Sierra, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of minutes from the September 7, 2022 Facilities Committee meeting.**

Motion: A motion was made by Cliff Wagner and seconded by Khaly Nguyen recommending approval of the September 7, 2022 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. Reserve and Security Deposit Policies Study** – Staff and Utility Financial Solutions (UFS) presented the draft recommendations of the deposit and reserve requirements study and asked for Committee feedback. *****Informational Only*****

Mark Beauchamp, President, UFS presented a Cash Reserve Methodology Study to the committee.

The methodologies reviewed included:

- **Operating Reserves**
 - Hydroelectric Maintenance Reserve
 - Geothermal Maintenance Reserve
 - CT1 Maintenance Reserve

- CT2 Maintenance Reserve
- LEC Maintenance Reserve + O&M Reserve
- **NCPA Working Capital**
- **Security Deposits**
 - SCPA Balancing Account
 - Market Power Purchase Program
 - Gas Purchase Program

After discussion with Committee Members and UFS, staff will create a model based on information gathered. The model will include methodologies for the recommended range of reserves by plant and NCPA working capital, reserve calculation summaries for the plants based on the FY 2023 budget, NCPA working capital, and security deposit calculations.

The security deposit methodology recommendations are listed below:

- **SCPA Account**
 - 2 Max months of the gross budgeted cost by Member
 - Justification: Necessary to cover NCPA float days between CAISO payment date and Pre-bill and to mitigate the risk of a member not paying or paying late
 - Lodi Energy Center Market Risk – LEC participants only
- **MPP and GPP Accounts**
 - Max Budgeted Contract Month by Member
 - 3 Max months Mark to Market by Member
 - Justification: Necessary to cover the risk of a Member not paying or paying late plus the risk of variance between real-time market pricing and budget

Staff will bring this item back next month for further discussion.

- During the presentation of item # 3, Mike Brozo (Plumas-Sierra) joined the meeting via teleconference and online presentation at 9:30 am.

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

Various battery related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with American Power Systems and Nor-Cal Battery. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

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

The motion passed.

- 5. All NCPA Facilities, Members, SCPPA – Precision Iceblast Corporation First Amendment to MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Precision Iceblast Corporation for inspection and maintenance related services, increasing the not-to-exceed from \$1,000,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with Precision Iceblast Corporation effective June 23, 2021 for an amount not to exceed \$1,000,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

A NCPA Member is interested in using this agreement for services through NCPA's Support Services Program, which will result in this agreement running low on funds. To ensure there are sufficient funds available for the remainder of the contract term, NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$1,000,000 to \$3,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA has agreements in place for similar services with Environex, Inc., Groome Industrial Services Group, Inc., and Tetra Engineering Group, Inc.

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, original agreement, and draft First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Mike Brozo recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the five-year Multi-Task General Services Agreement with Precision Iceblast Corporation for inspection and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$1,000,000 to \$3,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – Sunshine Metal Clad, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Sunshine Metal Clad, Inc. for routine maintenance services, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

Motion: A motion was made by Alan Harbottle and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sunshine Metal Clad, Inc. for routine, recurring, and usual insulation maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

7. **Property Insurance Program Renewal for CY 2023** – Staff provided background information and was seeking a recommendation for Commission approval to renew the Agency's property insurance program for CY 2023.

One of the goals identified in the 2021-2026 Strategic Plan was to develop a long-term, cost-effective insurance coverage strategy while building solid relationships between the Agency and its insurers. FM Global was new to the Agency as of 2021 and quickly established itself as a valued partner. NCPA has excellent relationships with the account managers and engineers as well as company executives. FM Global offers engineering support, cyber security assessments, and responsive account managers/engineers. In addition, FM Global provides membership credits.

FM Global Credits for 2022

NCPA will receive a 5% Membership Credit from FM Global in the amount of \$194,178 to be applied directly to the policy premium at renewal for CY23. In addition, NCPA will also receive a Resiliency Credit of \$194,178 (5%) to be used for loss control recommendations to increase plant resiliency and help reduce FM Global's risk profile.

Plant Appraisals

In CY22, appraisals were performed for Geo and LEC. For Hydro and the CTs, a standard 7% increase over the CY22 values was used to obtain actual values for FY23. Of note, Geo saw a 16% decrease in appraised value compared to the CY22 book value. The appraisals were commissioned and paid for by FM Global. NCPA expects Hydro and the CTs to be appraised in CY23.

Business Interruption Insurance (BI)

Business interruption insurance was quoted for CY23. Since LEC declined BI in CY22 and FM Global agreed to a two-year rate lock, BI insurance will not be available to LEC for CY23; this can be revisited for the CY24 renewal. Forecasted revenue for Geo is up \$27M YOY, driven by higher forward energy price curves. Forecasted revenue for Hydro is up \$12M YOY, also driven by higher forwards but a lower forecasted generation expected for FY23.

CY23 Property Insurance Premium

The property insurance premium is allocated based on the total insured value, calculated as Property Value + BI. FM Global has indicated the expected CY23 Property Insurance Renewal Premium at a not-to-exceed of \$3,800,000. NCPA's commitment is a NTE of \$2,480,000, while LEC's commitment is a NTE of \$1,320,000 for the CY23 property renewal.

NCPA signed a two-year rate lock with FM Global at the inception of the CY22 insurance program. This lock keeps the rate used to calculate the total premium from CY22 to CY23 the same. While the rate remained unchanged, NCPA saw an increased total insured value for its assets in CY23. This increase in value is the driver for why NCPA's property premium will go up approximately 5% in CY23, but those premium increases are offset by membership credits. The two-year rate lock proved to be beneficial since the property market is experiencing increases north of 10%. A draft Commission Staff Report was available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Cliff Wagner recommending Commission approval authorizing the General Manager or his designee to negotiate and bind Property coverage with FM Global for CY23 at a not-to-exceed premium of \$3,800,000. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 8. Authorize NCPA's General Manager to Execute Confirmation Number 0268 for Precision Iceblast Corporation Services to Roseville/Roseville Electric Utility and issue a Purchase Order Under the Support Services Program –** Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency Support Services Program Agreement, staff was seeking a recommendation for Commission approval of Resolution 22-108 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0268 in the amount not-to-exceed \$687,492.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to Precision Iceblast Corporation for Heat Recovery Steam Generator Deep Cleaning Services.

The City of Roseville is a signatory to the NCPA Support Services Program Agreement (SSPA). In August 2022 the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for Precision Iceblast Corporation to provide HRSG Deep Cleaning services for Unit One and Unit Two located at Philip Road, scaffolding for both units, and confined space rescue team services during Roseville's 2023 spring outage. Pursuant to the Precision Iceblast Corporation proposal, the cost for the services is \$623,770.00. In addition, Roseville staff has requested the addition of a ten percent contingency of \$62,377.00 to allow for additional services as may be requested.

If approved, Confirmation Number 0268 states that NCPA agrees to provide the requested services through its contract with Precision Iceblast Corporation in the amount of not-to-exceed \$686,147.00. There is no guarantee that the full amount of possible services will be paid to Precision Iceblast Corporation but is merely a limit of potential expenditures for services under Confirmation Number 0268. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$687,492.00. This item will be considered by the Roseville City Council at an upcoming meeting, and is subject to that approval. A draft Commission Staff Report was available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommends subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, Commission approval of Resolution 22-108 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0268, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Precision Iceblast Corporation for Heat Recovery Steam Generator (HRSG) Deep Cleaning Services. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 9. FY 2023 Schedule Coordination Program Agreement Deposit Requirement Deferral –** Staff presented background information and was seeking a recommendation for Commission approval to defer the SCPA deposit requirement for Fiscal Year 2023 until the draft recommendations of the Reserve and Security Deposit Policies study can be reviewed with the Commission.

NCPA provides various Power Management services to its Members pursuant to service-based agreements. One of those agreements is the Amended and Restated Scheduling Coordination Program Agreement (SCPA). Scheduling Coordination Services include but are not limited to, the

submission of schedules and bids on behalf of Members, obtaining and maintaining settlement quality meter data, performing outage coordination for planned and unplanned outages, validation and reconciliation of CAISO settlement charges and credits, and allocating CAISO charges and credits among the Members.

Per Section 10.1 of the SCPA: "...a Participant shall deposit into the Balancing Account held by NCPA an amount equal to the highest three (3) months of estimated CAISO invoices for the succeeding twelve (12) months..." When the FY 2023 budget was prepared and approved, forward market prices indicated higher than normal prices significantly increasing the calculated deposit requirement. Participants were expected to deposit an additional \$9.5 million to stay in compliance with the terms of the agreement. During the budget review process, participants commented that their costs were already strained with other, non-controllable increases such as Transmission and Load Aggregation costs and this deposit requirement only exasperated their challenges. The participants and NCPA agreed to collect the incremental requirement on a quarterly basis starting with the September ARB bill as opposed to the standard practice of collecting 100% of the deposit requirement with the July ARB. The purpose of this one-time change was to allow time for the participants to collect summer-related receipts from their ratepayers and allow NCPA time to engage with a consultant to study the various reserve and program security deposit agreement requirements and compare them with industry best practices.

NCPA's 2021-2026 Strategic Plan identified a goal to review the reserve and program security deposit policies to ensure collected balances are meeting the emerging market risks and opportunities. In conjunction with that goal and the Member sentiments about the additional SCPA collection, staff solicited an RFP for a Reserve and Program Security Deposit Study in May. NCPA selected Utility Financial Solutions (UFS) to perform the study. Work commenced in June. Over the next two months, staff met several times with UFS providing documentation, answering questions, and reviewing each project reserve and program deposit requirement. The draft recommendations were reviewed with the Finance Committee at a Special Meeting in September prior to the October Facilities Committee meeting. The consultant's draft recommendations are based on industry best practices, and in regards to the SCPA program, UFS recommended that NCPA collect the highest two months of estimated CAISO costs (an amount roughly equal to what NCPA is holding today) instead of the three months currently required by the program agreement. This was largely based on NCPA's cash flow with the timing of collections from participants and payments to CAISO. The Finance Committee made a motion for staff to review with the Facilities Committee and request a recommendation for Commission approval to defer the FY2023 deposit collection until the study and final recommendations can be reviewed and approved by the Commission.

Motion: A motion was made by Cliff Wagner and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to defer the FY 2023 \$9.5 million deposit collection for the Schedule Coordination Program Agreement Balancing Account until the draft recommendations of the Reserve and Program Security Deposit Study can be shared with the Commission. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed with a majority of a quorum of the SCPA Participants.

INFORMATIONAL ITEMS

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

NCPA Renewables RFP Update – Calpine Geothermal Offer (Geysers)

- Term: 12 years term commencing 1/1/2025
- Volume:
 - 50 MW base load generation 7x24 – first two (2) years

- 100 MW base load generation 7x24 – last ten (10) years
- Price: To Be Discussed
- All other terms per the term sheet
- Key items under discussion:
 - Definition of Products
 - Credit terms
 - Delivery terms
 - Regulatory risk
 - Pricing
- Key Next Steps
 - NCPA staff is working on updated drafts of transaction confirmations
 - Discussed with Member staff
 - Once completed, provided to Calpine for consideration
 - Work with Member staff to confirm subscription percentages
 - Develop draft Third Phase Agreement
 - Possible assignment concept

11. FY 2022 Annual Billing Settlements Review – Staff presented a draft of the FY2022 Annual Billing Settlement and encumbrances for the period of July 1, 2021 through June 30, 2022.

After internal accounting review, the final draft of the FY2022 Annual Billing Settlement was reviewed by the Facilities Committee. The draft results include an approximate \$2.4 million refund from plant operations, and approximately \$1.9 million refund coming from management services. Pass-through costs, and third party revenues still need to be determined. Encumbered funds for FY2022 total \$4.3 million.

The next steps in this process are to present this draft to the LEC PPC October 10, 2022, then the Utility Directors at the October 13, 2022 UD meeting. The final version of the FY2022 Annual Billing Settlement will be presented to the Facilities Committee at the November 2, 2022 Facilities Committee meeting, seeking a recommendation for Commission approval. After that it will be presented to the LEC PPC for approval, and again to the UDs in November. Staff will be seeking Commission approval at the December 1, 2022 Commission meeting.

12. Overview of FY 2024 Budget Process and Approach – Staff presented an overview of the FY2024 Budget process and recommended operating budget directions.

The proposed budget process will continue with review of the draft budgets through the Facilities, LEC PPC, and L&R Committees, and UD meeting, seeking a recommendation for Commission approval. The budget is prepared on a project/program basis. Allocation for all allocated costs are Power Management, Legislative and Regulatory, Judicial Action, Administrative and General, and direct allocations. Previously approved methods will continue to be used at this time with focus on NCPA controllable costs and aligning budgets with expectations and previous actuals. Reserves and Program Security Deposits will be based on agreements and/or Commission direction.

Issues impacting the FY 2024 budget include an increase of Power Supply at 54%, which is a 30% increase from FY 2022. Transmission is also up 33% from FY 2022. Inflation continues to rise causing continued pressures and impacts to plant O&M budgets. Interest rates have gone up from 0 – 0.25% to 3 – 3.25% driving prices up. Other issues impacting the FY 2024 budget include the PERS Pension with an increase of \$300,000, OPEB, and the CPI index at 8.5%.

Recommendations for the FY 2024 budget include a target increase of 8% for regular operating and maintenance of the plants. All maintenance and capital projects will be reviewed and vetted by the Facilities Committee and the LEC PPC Committee prior to seeking a recommendation for Commission approval. Transmission costs are based on the published rate. CAISO energy load

costs are based on the forward curve. The salary increase target range of \$1.0 - \$1.5 million includes union negotiated general wage increases and broad banding adjustment for merits, promotions, and upgrades. The target range for all other operating expenses is a 5 – 8% increase from the previous year's base budget and staff will continue to refine by aligning closer to actuals.

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

Hydro – Collierville (CV) Power House was 100% available during the month of September. New Spicer Meadows Power House was at 99% availability. New Spicer Meadows storage decreased by 12,000 acre feet at 12% month over month from 99,150 acre feet to 87,450 acre feet as of October 4, 2022. At this time last year New Spicer Meadows Reservoir storage was only 59,820 acre feet. Maintenance in the upper watershed includes Phase II work on Alpine Dam in mid-October, Union Dam Phase II work scheduled October 10, 2022, and Utica valve operator replacement during October. The intake cleanouts for Beaver Creek and North Fork Reservoirs was completed in September. Planned maintenance outages for Spicer Powerhouse Units 1, 2, and 3 were completed September 23, 2022. The Collierville dual unit outage was completed October 1-2. CV Unit 2 will be in an outage October 3 – 14, 2022, and Unit 1 October 17 – 28, 2022.

CTs – CT1 had 25 actual starts, with 6 in real time and 9 ghost, of 17 forecasted. FYTD total is 75 starts. CT2 had 10 starts this month of 16 forecasted. FYTD total is 15 starts. Planned outages coming up include CT1 Lodi – February 1 – 28, 2023, CT1 Alameda Unit 1 and 2 – March 1 – 31, 2023, and CT2 STIG – April 1 – 30, 2023. CT1 Lodi has used 171 hours (85%) of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 12.27 hours of 20, and Unit 2, 11.74 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for August 2022.

Geo – There were no safety incidents to report for the month of September. Hydro personnel performed a safety audit at Geo during the month. Safety training is 71% complete. The plant conducted a third round of hands on CPR/AED training, and active shooter training. Vegetation management continued for the month. The average net generation level for the month was 90.7 MW. Total net generation was 65.3 GWh. Actual year 2022 net generation was 592 GWh YTD, 2.6% over forecasted. The year 2022 Net Generation Forecast was 577 GWh YTD. Routine maintenance was performed on plant equipment and the SEGEP. The refurbished Unit 4 turbine rotor is back on site, and Unit 3 generator rotor is being evaluated.

14. Planning and Operations Update

- **Resource Integrations In Progress**
 - o Antelope Solar (NCPA) – October 2022
 - o Deer Creek – TBD
 - o Sandborne Storage – Q1 2023
 - o Dagget Solar / Storage – Q2 2023
 - o Scarlet Solar / Storage – Q3 2023
 - o Proxima Solar / Storage – Q3 2023
- **Meter Maintenance Program Development Status –** NCPA staff is working on a draft program agreement and consulting services agreement. Once the draft agreements are completed staff will present to Members for review and comment.

15. Next Meeting – The next regular Facilities Committee meeting is scheduled for November 2, 2022.

ADJOURNMENT



The meeting was adjourned at 12:45 pm by the Committee Chair.

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

[illegible]

**Northern California Power Agency
October 5, 2022 Facilities Committee Meeting
Attendance List**

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

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



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Minutes – Draft

Date: October 24, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: October 5, 2022 Special Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi). Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Dennis Schmidt (Biggs), Cliff Wagner (Gridley), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), and Basil Wong (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Peter Lorenz (non-voting Representative with TID) also attended via teleconference and online presentation. Committee Representatives from BART, Healdsburg, Lompoc, Plumas-Sierra, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. NCPA Inter-Agency Resource Plan (IARP) Project – Long Term CAISO Market Outlook Discussion** – Staff and representatives from Ascend Analytics, LLC lead a discussion regarding long-term CAISO market outlook data and forecasts (including long-run power market, RA market, REC, and ancillary services market forecasts), and provided background into their market forecasting approach. Also discussed was CAISO load and supply stack assumptions as it relates to the NCPA IARP Project and California's move to decarbonize the economy.

James Mearns of NCPA introduced the speaker – Dr. Brent Nelson, Director of Market Intelligence with Ascend Analytics, LLC. Dr. Nelson presented information covering the following topics:

- A. Introduction of Ascend Analytics, LLC and their capabilities and products
- B. Invitation to the Ascend Summit meeting scheduled October 18-20, 2022 in Boulder, CO
- C. Brief metrics concerning Ascend Analytics, LLC project financing track record and clients
- D. Key members of the Ascend Analytics, LLC leadership team
- E. An overview of Ascend Analytics, LLC energy market price forecasting framework
- F. An overview of energy market price trajectories and influences for the CAISO footprint
- G. Influences of both regulated and deregulated market structures on the CAISO forecast
- H. Impact on markets of “must-run” resource deployments
- I. Planning responsibility splits between the CAISO and CPUC

- J. Impacts of weather-related risks
- K. Trajectory of the CAISO resource mix and potential price impacts
- L. Volatility in Real Time markets, including potential for curtailment
- M. Impact of proximity of renewable resources to load centers
- N. Trajectories for on-peak, off-peak and carbon prices
- O. Potential shifts in Resource Adequacy policy
- P. Trajectory for short term storage
- Q. Gas price trends
- R. Overview of Inflation Reduction Act impacts on renewable energy projects
- S. Opportunity zone maps for coal mine and plant retirements

Dr. Nelson took limited questions from the Members amplifying responses to certain topics of interest.

ADJOURNMENT

The meeting was adjourned at 2:16 pm by the Committee Chair.

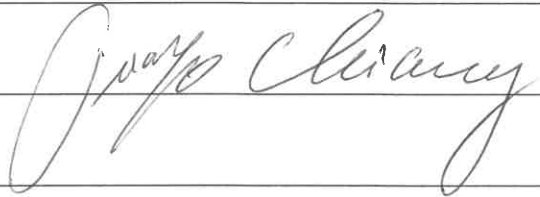
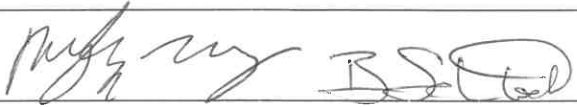
**Northern California Power Agency
October 5, 2022 Special Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
October 5, 2022 Special Facilities Committee Meeting
Attendance List**

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

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: December 1, 2022

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 22-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Performance Mechanical, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

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

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On November 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On November 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

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

RESOLUTION 22-XX

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

(reference Staff Report XXX:22)

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

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

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

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PERFORMANCE MECHANICAL, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Performance Mechanical, Inc., a California corporation, with its office located at 701 Willow Pass Road, Suite 2, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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** FOUR MILLION dollars (\$4,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

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

Section 11. WARRANTY.

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

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

Performance Mechanical, Inc.
Attention: Dimitri Hrovat
701 Willow Pass Road, Suite 2
Pittsburg, CA 94565

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

PERFORMANCE MECHANICAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DIMITRI HROVAT,
Vice President - CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

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

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

- Piping work and installation
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Troubleshooting
- Underground piping maintenance
- Outage support
- Rotating Equipment Alignment
- Such structural steel work as necessary to provide access for necessary facility maintenance

Contractor may provide services at all Project Site Locations.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Please see following pages for current rates effective July 1, 2022 through June 30, 2023.

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

Pricing for services to be performed at NCPA Member or SCPA 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.



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

NCPA

San Joaquin County

| Labor Rates Effective: | 1-Jul-22 | To | 30-Jun-23 | | | |
|----------------------------|----------|--------|-----------|--------------------------------------|--------|--------|
| | ST | TH | DT | ST | TH | DT |
| BOILERMAKERS | | | | | | |
| JOURNEYMAN | 124.82 | 167.08 | 209.34 | | | |
| ASST FOREMAN | 126.61 | 169.59 | 212.57 | | | |
| FOREMAN | 128.40 | 172.10 | 215.79 | | | |
| GENERAL FOREMAN | 139.17 | 187.20 | 235.22 | | | |
| SUPERINTENDENT | 146.35 | 197.25 | 248.16 | | | |
| HELPER | 64.62 | 83.64 | 102.66 | | | |
| APPR 1 | 103.30 | 136.90 | 170.51 | | | |
| APPR 2 | 106.88 | 141.93 | 176.98 | | | |
| APPR 3 | 110.47 | 146.96 | 183.45 | | | |
| APPR 4 | 114.06 | 151.99 | 189.92 | | | |
| APPR 5 | 117.65 | 157.02 | 196.40 | | | |
| APPR 6 | 121.23 | 162.05 | 202.87 | | | |
| CARPENTERS | | | | | | |
| JOURNEYMAN | 117.77 | 147.25 | 176.72 | | | |
| FOREMAN | 134.37 | 170.51 | 206.66 | | | |
| GENERAL FOREMAN | 152.35 | 195.73 | 239.11 | | | |
| LABORERS | | | | | | |
| JOURNEYMAN | 86.31 | 106.02 | 125.73 | | | |
| FOREMAN | 90.61 | 112.05 | 133.48 | | | |
| MILLWRIGHTS | | | | | | |
| JOURNEYMAN | 123.30 | 154.22 | 185.13 | | | |
| FOREMAN | 136.16 | 172.25 | 208.33 | | | |
| GENERAL FOREMAN | 141.17 | 179.27 | 217.37 | | | |
| APPR 1 | 70.10 | 88.65 | 107.20 | | | |
| APPR 2 | 78.35 | 98.44 | 118.54 | | | |
| APPR 3 | 86.84 | 108.48 | 130.13 | | | |
| APPR 4 | 90.69 | 113.88 | 137.06 | | | |
| APPR 5 | 107.92 | 132.65 | 157.38 | | | |
| APPR 6 | 111.76 | 138.04 | 164.32 | | | |
| APPR7 | 115.61 | 143.43 | 171.26 | | | |
| APPR8 | 119.46 | 148.83 | 178.20 | | | |
| PIPEFITTERS - FIELD | | | | PIPEFITTERS - Sacramento Shop | | |
| JOURNEYMAN | 121.47 | 150.68 | 179.89 | 119.62 | 150.91 | 182.20 |
| GALVANIZED | | | | | | |
| WELDER | 135.43 | 161.57 | 196.27 | 119.62 | 150.91 | 182.20 |
| FOREMAN | 135.43 | 161.57 | 196.27 | 132.08 | 168.38 | 204.67 |
| GENERAL FOREMAN | 140.45 | 167.96 | 204.46 | 136.77 | 174.95 | 213.13 |
| SUPERINTENDENT | 148.80 | 178.56 | 218.04 | 144.54 | 185.84 | 227.15 |
| APPR 1 | 58.05 | 71.19 | 84.33 | 58.23 | 70.75 | 83.27 |
| APPR 2 | 68.37 | 82.97 | 97.57 | 62.13 | 76.21 | 90.29 |
| APPR 3 | 73.81 | 89.87 | 105.94 | 66.02 | 81.67 | 97.31 |
| APPR 4 | 79.30 | 96.82 | 114.35 | 69.91 | 87.12 | 104.33 |
| APPR 5 | 84.74 | 103.72 | 122.71 | 88.48 | 107.25 | 126.03 |



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

| | | | | | | |
|--------------------|--------|--------|--------|--------|--------|--------|
| APPR 6 | 90.23 | 110.68 | 131.12 | 92.37 | 112.71 | 133.05 |
| APPR 7 | 95.68 | 117.59 | 139.49 | 96.26 | 118.17 | 140.07 |
| APPR 8 | 101.41 | 124.77 | 148.14 | 100.16 | 123.63 | 147.09 |
| APPR 9 | 106.88 | 131.70 | 156.53 | 104.05 | 129.08 | 154.12 |
| APPR 10 | 112.37 | 138.66 | 164.94 | 107.94 | 134.54 | 161.14 |
| FIELD STAFF | | | | | | |
| EST/PROJECT MGR | 143.00 | 200.00 | 258.00 | | | |
| PROJECT ENGINEER | 110.00 | 153.00 | 196.00 | | | |
| FIELD ENGINEER | 92.00 | 127.00 | 162.00 | | | |
| SCHEDULER | 136.00 | 191.00 | 246.00 | | | |
| QC | 134.00 | 189.00 | 243.00 | | | |
| SAFETY | 105.00 | 146.00 | 187.00 | | | |
| TIMEKEEPER | 54.00 | 74.00 | 95.00 | | | |
| CLERICAL | 49.00 | 67.00 | 85.00 | | | |

NOTE: PMI RESERVES THE RIGHT TO ISSUE CHANGES AS NEGOTIATED
WITH THE UNIONS/AND OR CHANGES RELATED TO OTHER VARIABLES
WITHIN THE RATE STRUCTURE.



PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

EFFECTIVE JULY 1, 2022
EXPIRE JUNE 30, 2023

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|---|--------|----------|----------|
| ROLLING EQUIPMENT (LESS OPERATOR): | | | |
| * DUMP-TRUCK, 2 AXLE | 290.00 | 875.00 | 2,650.00 |
| * FLATBED TRUCK, 1 TON | 205.00 | 610.00 | 1,850.00 |
| * FLATBED TRUCK, 5-TON | 255.00 | 765.00 | 2,315.00 |
| * FORKLIFT, 5000#, INDUSTRIAL PNEUMATIC | 215.00 | 640.00 | 1,950.00 |
| * FORKLIFT, 5 TON, (GRADALL or LULL) | 405.00 | 1,210.00 | 3,650.00 |
| * BACKHOE, CASE 580 OR EQUAL | 355.00 | 1,040.00 | 3,150.00 |
| EXTENSION BOOM FOR FORKLIFT | 20.00 | 65.00 | 200.00 |
| MANUAL MECHANICAL LIFT (HYLIFT) | 35.00 | 100.00 | 300.00 |
| TRASH HOPPER FOR FORKLIFT | 20.00 | 65.00 | 200.00 |
| MAN BASKET FOR CRANE | 20.00 | 60.00 | 120.00 |
| PICKUP TRUCK WITH RACK | 180.00 | 550.00 | 1,650.00 |
| CONTRACTORS UTILITY TRUCK (CIVIL WORK) | 230.00 | 700.00 | 2,100.00 |
| IRONWORKER CREW TRUCK, incl welder | 300.00 | 900.00 | 2,700.00 |
| PIPEFITTER WELDER TRUCK, incl welder | 300.00 | 900.00 | 2,700.00 |
| ELECTRIC CART | 65.00 | 200.00 | 600.00 |

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

2/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|---------------------------------------|--------|----------|----------|
| ROLLING EQUIPMENT (Continued): | | | |
| UTILITY VEHICLE (JOHN DEERE GATOR) | 80.00 | 250.00 | 750.00 |
| PIPE WAGON | 60.00 | 180.00 | 550.00 |
| TRAILER W/500 GALLON WATER TANK | 75.00 | 230.00 | 700.00 |
| HYDRO TEST PUMP AND TRAILER | 550.00 | 1,650.00 | 3,630.00 |

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

3/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|--|--------|----------|----------|
| MISCELLANEOUS EQUIPMENT: | | | |
| HYDRO TEST PUMP, AIR (LOW PRESSURE) | 40.00 | 100.00 | 300.00 |
| HIGH PRESSURE WASHER & TESTER | 100.00 | 300.00 | 900.00 |
| TRASH PUMP HOMELITE / MULTIQUIP | 40.00 | 100.00 | 300.00 |
| METAL GANG BOX | 10.00 | 30.00 | 90.00 |
| MULTI-TON ROLLERS (SET 4) | 20.00 | 60.00 | 180.00 |
| LIGHT TOWER | 88.00 | 303.00 | 650.00 |
| TEST PUMP - GAS POWERED/HIGH VOLUME | 85.00 | 255.00 | 765.00 |
| WALKIE-TALKIE, INTRINSICALLY SAFE (EA.) | 17.00 | 50.00 | 150.00 |
| HOLIDAY DETECTOR | 40.00 | 120.00 | 360.00 |
| GRASSHOPPER | 25.00 | 75.00 | 225.00 |
| UNI-HYDRO IRONWORKER | 75.00 | 225.00 | 675.00 |
| HEPA VACUUM CLEANER | 20.00 | 60.00 | 180.00 |
| DIGITAL VIBRATION METER W/ PROBE | 40.00 | 100.00 | 300.00 |
| CALIBRATION & RECORDING EQUIPMENT | 350.00 | 1,000.00 | 1,924.00 |
| MQ 45 GENERATOR | 140.00 | 400.00 | 1,250.00 |
| GAS GENERATOR, HONDA /YAMAHA | 90.00 | 260.00 | 780.00 |
| LASER ALIGNMENT EQUIPMENT (ROTALIGN) | 300.00 | 900.00 | 2,700.00 |
| PNEUMATIC / HYDRAULIC TORQUE WRENCH -includes pump, drives (1/2",1" and 1 1/2") and sockets | 330.00 | 1,000.00 | 3,000.00 |
| WIRE MICROMETER HEADSET ALIGNMENT KIT | 150.00 | 500.00 | 1,500.00 |
| FARO 3D LASER SCANNER -includes LapTop Computer and reference spheres | 400.00 | 1,200.00 | 3,600.00 |
| PORTABLE HEATER | 35.00 | 100.00 | 300.00 |

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

4/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|---|--------|--------|----------|
| AIR COMPRESSORS AND ACCESSORIES: | | | |
| * 125 CFM - DIESEL FUEL | 120.00 | 365.00 | 1,080.00 |
| * 150 CFM - DIESEL FUEL | 130.00 | 390.00 | 1,200.00 |
| EXTRA 50' 3/4" HOSE | 5.00 | 20.00 | 40.00 |
| AIR TOOLS: | | | |
| AIR DRILL ROCK, 30# | 45.00 | 180.00 | 400.00 |
| AIR DRILL ROCK, 60# | 45.00 | 180.00 | 400.00 |
| PAVEMENT BREAKER, 60# | 25.00 | 85.00 | 225.00 |
| PAVEMENT BREAKER, 90# | 25.00 | 85.00 | 225.00 |
| AIR TAMPER | 30.00 | 90.00 | 270.00 |
| FEIN AIR SAW | 44.00 | 136.00 | 340.00 |
| HD IMPACT WRENCH, 1/2" | 25.00 | 85.00 | 225.00 |
| HD IMPACT WRENCH, 3/4" | 30.00 | 120.00 | 250.00 |
| BUSHING GUN | 25.00 | 85.00 | 225.00 |
| RIVET BUSTER | 25.00 | 85.00 | 225.00 |
| COPPUS AIR BLOWER (24" DIA) | 30.00 | 95.00 | 280.00 |
| ELECTRIC TOOLS: | | | |
| BENCH GRINDER | 15.00 | 45.00 | 135.00 |
| MAG BASE DRILL MOTOR (HOUGEN) (DRILL BITS FOR HOUGEN MUST BE PURCHASED BY CLIENT) | 75.00 | 225.00 | 675.00 |
| MAGNETIC DRILL MOTOR | 45.00 | 135.00 | 405.00 |
| BAND SAW (WILTON) | 25.00 | 75.00 | 225.00 |

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

5/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|---|--------|--------|----------|
| HOISTS & JACKS: | | | |
| BOTTLE JACK | 15.00 | 45.00 | 135.00 |
| CHAIN FALL, 2 TON | 20.00 | 50.00 | 150.00 |
| CHAIN FALL, 5 TON | 22.00 | 66.00 | 180.00 |
| CM PULLER, 1 1/2 TON | 10.00 | 30.00 | 90.00 |
| CM PULLER, 3 TON | 22.00 | 66.00 | 180.00 |
| GEAR PULLER, HYDRAULIC | 60.00 | 180.00 | 540.00 |
| GRIP HOIST, 1 1/2 TON | 20.00 | 50.00 | 150.00 |
| HYDRAULIC JACK, 25 TON | 20.00 | 60.00 | 120.00 |
| HYDRAULIC JACK, 50 TON | 40.00 | 120.00 | 280.00 |
| PORT-A-POWER, 25 TON | 40.00 | 120.00 | 360.00 |
| PORT-A-POWER, 50 TON | 60.00 | 180.00 | 540.00 |
| PUSH-PULL MECHANICAL JACK | 15.00 | 45.00 | 135.00 |
| RAM-SET POWER DRIVE | 20.00 | 50.00 | 150.00 |
| SCREW JACK, 20 TON | 20.00 | 60.00 | 120.00 |
| INFLATABLE JACK SYSTEM 12 TON(POWER TEAM) | 266.00 | 798.00 | 1,995.00 |

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

6/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|--|--------|--------|----------|
| PIPE TOOLS: | | | |
| TABLE SAW | 20.00 | 60.00 | 180.00 |
| POWER MITER SAW | 15.00 | 55.00 | 160.00 |
| PORTABLE POWER PANEL | 40.00 | 80.00 | 160.00 |
| * TEE DRILL | 25.00 | 75.00 | 225.00 |
| DIE W/UNIVERSAL 2 1/2"-4" | 30.00 | 90.00 | 270.00 |
| 535 PIPE THREADING MACHINE | 100.00 | 300.00 | 900.00 |
| BONDSTRAND SHAVER | 25.00 | 75.00 | 225.00 |
| 1224 PIPE THREADING MACHINE | 125.00 | 375.00 | 1,125.00 |
| FLASH CUTOFF SAW, ELECTRIC | 50.00 | 125.00 | 250.00 |
| FLASH CUTOFF SAW, GAS | 80.00 | 240.00 | 720.00 |
| HAND THREADER, ELEC (TO 2") | 12.00 | 36.00 | 108.00 |
| LINED PIPE END PREP EQUIP FOR POLY PRO & TEFLON | 60.00 | 180.00 | 540.00 |
| PIPE MULE | 25.00 | 75.00 | 225.00 |
| PIPE BEVELING MACHINE & ATTACHMENTS | 80.00 | 240.00 | 720.00 |
| GEORGE FICHER STAINLESS PIPE BEVELOR | 140.00 | 430.00 | 1,300.00 |
| 920 ROLL GROOVER | 165.00 | 500.00 | 1,500.00 |
| CLAMSHELL AFC 10 SEVER AND BEVEL MACHINE | 250.00 | 750.00 | 2,200.00 |
| 10" - 54" REFORMING CLAMPS (Dearman Clamps) | 75.00 | 250.00 | 750.00 |
| 1K POSITIONER | 130.00 | 400.00 | 1,200.00 |

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

7/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|---------------------------------------|--------|--------|----------|
| WELDING EQUIPMENT: | | | |
| CARBON ARC | 12.00 | 36.00 | 108.00 |
| OXY & ACETYLENE W/CART & 50' OXY HOSE | 40.00 | 120.00 | 360.00 |
| ELECTRIC WELDER, 130XP | 35.00 | 105.00 | 315.00 |
| ELECTRIC WELDER, 250 AMP | 40.00 | 120.00 | 360.00 |
| ELECTRIC WELDER, 8 PAC | 110.00 | 440.00 | 1,320.00 |
| ELECTRIC WELDER, 4 PAC | 80.00 | 240.00 | 720.00 |
| REMOTE CONTROL UNITS (EACH) | 7.00 | 14.00 | 42.00 |
| REMOTE CONTROL EXTENSION | 20.00 | 60.00 | 125.00 |
| WELDER, 250 AMP (DIESEL) | 150.00 | 350.00 | 1,000.00 |
| WELDING CART | 150.00 | 350.00 | 1,000.00 |
| HELIARC OUTFIT | 16.00 | 48.00 | 144.00 |
| PIPE BEVEL CUTTER (SPLIT TO SIZES) | 22.00 | 66.00 | 198.00 |
| PLASMA ARC CUTTING MACHINE | 100.00 | 300.00 | 900.00 |
| WELDING TABLE W/WISE | 10.00 | 30.00 | 90.00 |
| THERMAL ARC 130S TIG WELDER | 40.00 | 120.00 | 360.00 |
| LN 25 MIG WELDER | 60.00 | 180.00 | 450.00 |
| MILLER XMT 304 | 40.00 | 120.00 | 360.00 |
| STUD WELDER | 100.00 | 400.00 | 1,200.00 |
| SUPERFLEX RAIL CUTTING SYSTEM | 110.00 | 330.00 | 1,000.00 |

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

8/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|---|-------|--------|----------|
| CIVIL ACCESSORIES: | | | |
| GEORGIA BUGGIE | 15.00 | 45.00 | 105.00 |
| BUILDERS LEVEL | 30.00 | 95.00 | 250.00 |
| * CEMENT MIXER, GAS 1/4 YD | 50.00 | 155.00 | 470.00 |
| CONCRETE VIBRATOR, 110 VOLT | 37.00 | 140.00 | 280.00 |
| LASER-LEVEL W/TRIPOD AND TARGET | 72.00 | 216.00 | 648.00 |
| OPTICAL LEVEL | 65.00 | 195.00 | 585.00 |
| VIBRA PLATE | 66.00 | 264.00 | 594.00 |
| WACKER CVR-100 | 70.00 | 280.00 | 700.00 |
| * CONCRETE SLAB SAW (BLADES NOT INCLUDED) | 65.00 | 215.00 | 600.00 |
| HILTI FASTENER | 12.00 | 40.00 | 150.00 |
| CLAY BLADE | 75.00 | 300.00 | 1,300.00 |
| BARRICADES | 1.00 | | |
| POWDER ACTIVATED ANCHOR BOLT KIT | 35.00 | 100.00 | 300.00 |

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

9/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|--|-------------------------|--------|---------|
| SAFETY EQUIPMENT | | | |
| TRI POD RESCUE SYSTEM | 60.00 | 240.00 | 700.00 |
| SCBA - SCOTT AIR PACK | 40.00 | 160.00 | 400.00 |
| FALL PROTECTION RETRACTABLE LANYARD | 40.00 | 160.00 | 400.00 |
| CONFINED SPACE KIT | 100.00 | 300.00 | 900.00 |
| FRESH AIR SET UP (FOR 2 MEN) | 75.00 | 225.00 | 650.00 |
| 5 MINUTE SCBA ESCAPE PACK | 40.00 | 100.00 | 300.00 |
| ESCAPE RESPIRATOR | 21.32 (SINGLE USE ITEM) | | |
| H2S PERSONNEL MONITOR | 5.00 | 20.00 | 60.00 |
| TMX412, FOUR GAS MONITOR (LEL,02,CO,H2S) | 80.00 | 240.00 | 720.00 |
| PORTABLE HEPA VENTILATION VACUUM | 30.00 | 100.00 | 300.00 |
| COOL VESTS | 10.00 | 40.00 | 120.00 |
| JOB SHACKS & TRAILERS: | | | |
| 20' TOOL TRAILER | | 200.00 | 600.00 |
| 20' C VAN | | | 200.00 |
| 40' C-VAN | | | 300.00 |
| JOB SHACK 8 X 12 | | | 200.00 |
| JOB SHACK 8 X 16 | | | 200.00 |
| JOB SHACK 10 X 16 | | | 250.00 |
| JOB SHACK 10 X 24 | | | 300.00 |

NOTE: TRANSPORTATION BILLED FOR SEPARATELY

*MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

10/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

| DESCRIPTION | DAILY | WEEKLY | MONTHLY |
|-------------|-------|--------|---------|
|-------------|-------|--------|---------|

RENTAL CONDITIONS

STAND-BY TIME WILL BE CHARGED AT 80% OF THE APPLICABLE RATE.

HOURLY RATE TO BE 20% OF DAILY RATE.

TIME BASIS OF DATES:

RENTAL RATES WILL BE CHARGED ON A DAILY (8 HOUR DAY), WEEKLY OR MONTHLY BASIS AS CONSECUTIVELY USED ON THE JOB. THE LESSER OF THE

DAILY CHARGES VERSUS THE WEEKLY RATE AND THE WEEKLY CHARGES VERSUS THE MONTHLY RATE WILL BE USED AFTER ONE WEEK OF CONTINUOUS USE, ADDITIONAL DAYS WILL BE CHARGED AT 1/5 OF THE WEEKLY RATE. AFTER ONE MONTH OF CONTINUOUS USE, ADDITIONAL DAYS WILL BE CHARGED AT 1/20 OF THE MONTHLY RATE, WITHIN THE SAME CALENDAR MONTH. TWO SHIFTS AT 1 1/2 TIMES SINGLE SHIFT RATE, THREE SHIFTS AT TWO TIMES SINGLE SHIFT RATE.

OPERATOR:

IN NO CASE DOES THE RENTAL RATE INCLUDE THE COST OF THE OPERATOR.

SALES TAX:

SALES TAX IS NOT INCLUDED IN THESE RATES.

DELIVERY:

RENTAL RATES DO NOT INCLUDE COSTS FOR PICK-UP AND DELIVERY.

GENERAL TERMS:

RENTAL RATES DO NOT INCLUDE TIRE SERVICE, REPAIRS (OTHER THAN NORMAL WEAR AND TEAR), OR TOOL SHARPENING CHARGES.

FUEL:

GAS AND DIESEL ARE INCLUDED IN THESE RENTAL RATES. RATES ARE BASED ON CURRENT FUEL PRICES, IF FUEL PRICES BECOME EXCESSIVE A FUEL SURCHARGE MAY BE ADDED.

THIRD PARTY RENTALS :

THIRD PARTY RENTALS DO NOT INCLUDE CONSUMABLES.

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

11/12

PERFORMANCE MECHANICAL, INC.

NORMALLY USED CONSUMABLES

| | |
|--|---|
| ACETYLENE | MOPS |
| BAGS (PLASTIC TRASH/BURLAP) | OIL |
| BROOMS | OXYGEN |
| BRUSHES | OXYGEN & ACETYLENE HOSE (FIRST 50') |
| CHISELS | PAPER CUPS |
| CABLE CLAMPS | PAPER TOWELS |
| CLEANING COMPOUNDS | PENDANT ROPE |
| CRAYONS (INDUSTRIAL) | PIPE DIES |
| CUTTING TIPS | PLIERS |
| DISINFECTANTS | RAGS (FOR GENERAL CLEAN UP ONLY) |
| EMERY CLOTH | RAINGEAR |
| FACE SHIELDS | (WEATHER PROTECTION ONLY) |
| FILES | RESPIRATOR FILTERS (FOR EMERGENCY USE ONLY) |
| FLASHLIGHT BATTERIES | RIGGING CHAIN |
| FLINTS | ROPE (FOR TIE-OFF/RIGGING/TIE-DOWN) |
| FLUX | SAFETY GLASSES |
| FRICTION TAPE | SCRAPERS |
| FUEL CANS | SKILLSAW BLADES |
| FUNNELS | SOAP |
| FUSES | SOAPSTONE |
| GARDEN HOSE | STEEL WOOL |
| GOGGLES | STENCILS |
| GLOVES (COTTON) | STONES (CARBORUNDUM) |
| GLUE | SLINGS (WIRE/NYLON) (TYPICAL USAGE ONLY) |
| GRAPHITE | (RIGGING FOR MAJOR LIFTS REQUIRING |
| GREASE | ENGINEERED LIFT DESIGN OR LOADS |
| GRINDING DISKS | IN EXCESS OF 20,000# ARE NOT INCLUDED.) |
| HACKSAW BLADES | TAPE |
| HARD HATS | TARPAULIN |
| HAT BANDS | TEMP. STICKS |
| HEARING PROTECTION | TIP CLEANERS |
| HOLE SAWS | TIE WIRE (#9) |
| LENSES | TRASH BARRELS |
| (WELDING/FACE SHIELDS) (NO PRESCRIPTIONS) | TUNGSTEN |
| LIGHT BULBS (INCANDESCENT) | TWINE |
| GENERAL - SMALL TOOLS < \$500 ARE INCLUDED | WEDGES |
| | WELDING GLOVES |
| | WELDING HOOD |

NOTE:

ITEMS NOT ON THIS LIST ARE BILLABLE. THIRD PARTY RENTALS ARE NOT CONSUMABLES.
SMALL TOOLS > \$500 ARE NOT INCLUDED
SPECIALTY WELDING GASES, INCLUDING ARGON AND NITROGEN ARE NOT INCLUDED.
WELDING ROD AND ELECTRODES ARE NOT INCLUDED

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

Performance Mechanical, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: December 1, 2022

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 22-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with TNT Industrial Contractors, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

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

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On November 2, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On November 7, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-XX
- Multi-Task General Services Agreement with TNT Industrial Contractors, Inc.

RESOLUTION 22-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH TNT INDUSTRIAL CONTRACTORS, INC.

(reference Staff Report XXX:22)

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

WHEREAS, TNT Industrial Contractors, Inc. is a provider of these services; and

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

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TNT INDUSTRIAL CONTRACTORS, 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 TNT Industrial Contractors, Inc., a corporation with its office located at 3800 Happy Lane, Sacramento CA 95827 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 202_ ("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** TWO MILLION dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

TNT Industrial Contractors, Inc.
Attention: Joshua Twist
3800 Happy Lane
Sacramento, CA 95827

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

TNT INDUSTRIAL CONTRACTORS, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

JOSHUA TWIST,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

TNT Industrial Contractors, Inc. ("Contractor") shall provide T&M maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Piping work
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Troubleshooting Underground piping maintenance
- Outage support
- Rotating Equipment Alignment
- Structural steel work as necessary to provide access for necessary facility maintenance

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Please see following pages for current rates effective June 30, 2023.

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

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

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

TNT Industrial Contractors Inc., is pleased to offer the following time and material rates for skilled labor craftsmen for your Sacramento, California facility

These rates are effective through June 30, 2023

| Classification | Straight Time | Overtime | Double-time |
|--------------------------------|---------------|----------|-------------|
| <u>Pipefitter Journeyman</u> | \$120.69 | \$154.88 | \$189.05 |
| <u>Pipe Welder / Foreman</u> | \$130.93 | \$170.25 | \$209.56 |
| <u>Superintendent</u> | \$135.73 | \$177.44 | \$219.14 |
| <u>Carpenter</u> | \$123.05 | \$161.22 | \$204.12 |
| <u>Laborer</u> | \$87.34 | \$113.47 | \$139.58 |
| <u>Shop man / Truck Driver</u> | \$87.34 | \$113.47 | \$139.58 |
| <u>Project Manager</u> | \$120.00 | | |
| <u>Sr. Project Manager</u> | \$130.00 | | |

Working Hours: - Straight time pay for the first 8 hours in a regular working shift, and time and one half pay up to 10 hours. After 10 hours they shall receive double time pay. On Saturdays, Pipefitters receive time and one half for the first 10 hours of work, and double time after 10 hours. On Sundays and holidays Pipefitters will receive double-time pay.

Show up time: - Workers whom show up for work and no work is provided shall receive the following show up time pay: Pipefitters – 4 hours, Laborers – 2 hours. This is language that is in our collective bargaining agreements. We will organize and manage our projects to make sure our craftsmen are properly utilized to prevent all non-productive expenditures.

Shop Fabrication: - Any shop fabrication that takes place will have a \$175 fee per day.

Equipment: - All rental equipment will be charged at local rental rates plus 10% overhead and 10% profit.

Materials: - Will be billed at cost plus 10% overhead and 10% profit markup.

Subcontractors: Will be billed at cost plus ten percent markup. Our payment terms are Net Fifteen Days.

Bookkeeping services will be billed at \$75.00 per hour, not to exceed forty hours per work week.

These rates are subject to change due to insurance or other unforeseen costs. You will be notified in advance of any possible changes.

| Equipment | Standard Equipment Stock 3/4T Truck | T & M Per Hourly Rate | T & M Per Day Rental Price |
|--------------------------------------|--|--------------------------------------|---|
| Cutting torch setup | Yes | \$ 5.00 | \$ 40.00 |
| Bandsaw, portable | Yes | \$ 1.88 | \$ 15.00 |
| Air impact wrenches | | \$ 3.13 | \$ 25.00 |
| Chain hoist | Yes | \$ 8.75 | \$ 70.00 |
| Cable come-a-long | Yes | \$ 1.88 | \$ 15.00 |
| Magnetic drill press | | \$ 6.25 | \$ 50.00 |
| 7.5 Ton boom truck | | \$ 62.50 | \$ 500.00 |
| Forklift 4K electric | | \$ 18.75 | \$ 150.00 |
| Portable generator | | \$ 6.25 | \$ 50.00 |
| Electrical distribution panel | | \$ 7.50 | \$ 60.00 |
| Gang box | | \$ 3.13 | \$ 25.00 |
| Ironworker / press | | \$ 18.75 | \$ 150.00 |
| Multi ton rollers | | \$ 3.13 | \$ 25.00 |
| 9 inch grinder | Yes | \$ 1.88 | \$ 15.00 |
| 4.5 inch grinder | Yes | \$ 1.13 | \$ 9.00 |
| Straight grinder | Yes | \$ 2.50 | \$ 20.00 |
| Roto-hammer | Yes | \$ 3.13 | \$ 25.00 |
| Gas cut-off saw | | \$ 6.25 | \$ 50.00 |
| Electric cut-off saw 10" | | \$ 6.25 | \$ 50.00 |
| 7.25" worm drive carpenter saw | Yes | \$ 3.13 | \$ 25.00 |
| Pipe cutter 1/2" - 4" | Yes | \$ 3.13 | \$ 25.00 |
| Pipe roller | Yes | \$ 10.00 | \$ 80.00 |
| Pipe alignment clamp | Yes | \$ 1.25 | \$ 10.00 |
| Hydrostatic test pump (10,000 psig) | | \$ 6.25 | \$ 50.00 |
| Fabrication table | | \$ 1.25 | \$ 10.00 |
| Builders level | | \$ 3.13 | \$ 25.00 |
| Laser level w/ tri-pod | | \$ 6.25 | \$ 50.00 |

| | | | |
|--|-----|----------|-----------|
| Tri-pod pipe vise | Yes | \$ 3.13 | \$ 25.00 |
| Pipe jacks | Yes | \$ 0.63 | \$ 5.00 |
| Threading Machine 1/2" - 2" | | \$ 12.50 | \$ 100.00 |
| Auto wire feed welders | | \$ 9.38 | \$ 75.00 |
| 250 Amp (gas) portable welder w/ 50' leads | | \$ 17.00 | \$ 136.00 |
| 250 & 300 amp (480/3/60) portable welder w/ 50' leads | | \$ 14.00 | \$ 112.00 |
| Weld lead, 50 feet | | \$ 1.88 | \$ 15.00 |
| Stud welder | | \$ 12.50 | \$ 100.00 |
| 150A Tig welder (110/1/60) | | \$ 12.50 | \$ 100.00 |
| Plasma torch (480/3/60) | | \$ 9.38 | \$ 75.00 |
| 1/2 & 3/4 Ton pick up truck | | \$ 24.00 | \$ 192.00 |
| 1 Ton 12ft. Flatbed | | \$ 33.00 | \$ 264.00 |
| 24 ft. Flat Bed Truck | | \$ 37.00 | \$ 296.00 |
| PVC heater | | \$ 1.88 | \$ 15.00 |
| Takeuchi T285 Mini Excavator | | \$ 62.5 | \$ 500.00 |
| Gehl 10K Extendable Forklift | | \$ 62.50 | \$ 500.00 |
| 310 Deere Backhoe | | \$ 50.00 | \$ 400.00 |
| Sullair 185 cfm Air Compressor | | \$ 18.75 | \$ 150.00 |
| 2 axle Dump Trailer | | \$ 15.00 | \$ 120.00 |
| Gas Powered Wacker | | \$ 12.50 | \$ 100.00 |
| Victaulic Groover | | \$ 12.50 | \$ 100.00 |
| PAC III Walk behind concrete saw (plus blade replacement) | | \$ 16.00 | \$ 128.00 |

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

TNT Industrial Contractors, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: November 3, 2022

SUBJECT: NorCal Power Services, LLC – First Amendment to Five Year Multi-Task General Services Agreement for Electrical Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 22-115 authorizing the General Manager or his designee to enter into a First Amendment to the five year Multi-Task General Services Agreement with NorCal Power Services, LLC for electrical maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Electrical maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with NorCal Power Services, LLC effective September 1, 2020, for an amount not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has been used by NCPA Members through NCPA's Support Services Program. NCPA's Geothermal Facility recently awarded work to NorCal Power Services, LLC for SF6 breaker testing and refurbishment services, which will result in this agreement running low on funds. NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$500,000 to \$1,500,000 to ensure there are sufficient funds available for the remainder of the contract term. Exhibit B – Compensation Schedule and Hourly Fees will also be amended as requested by the vendor to reflect an increase in labor and material costs. This agreement will continue to be available for use at any facility owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with Electrical Maintenance Consultants, Gold Electric, Inc., Eaton Corporation, Electrical Power Systems International, Inc., and Knight's Electric, Inc.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$500,000 to \$1,500,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: The Facilities Committee will review this proposal at its meeting on November 2, 2022.

AFTER LEC PPC APPROVAL: The Lodi Energy Center Project Participant Committee will review this proposal at its meeting on November 7, 2022.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 22-115
- Multi-Task General Services Agreement with NorCal Power Services, LLC
- First Amendment to Multi-Task General Services Agreement with NorCal Power Services, LLC

RESOLUTION 22-115

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH NORCAL POWER SERVICES, LLC

(reference Staff Report #243:22)

WHEREAS, Northern California Power Agency (NCPA) entered into a Multi-Task General Services Agreement with NorCal Power Services, LLC for electrical maintenance related services, effective September 1, 2020, for an amount not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, this agreement has been used by NCPA Members through NCPA's Support Services Program. NCPA's Geothermal Facility recently awarded work to NorCal Power Services, LLC for SF6 breaker testing and refurbishment services, which will result in this agreement running low on funds; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$500,000 to \$1,500,000 to ensure sufficient funds are available for the remainder of the contract term, and to amend Exhibit B – Compensation Schedule and Hourly Fees as requested by the vendor to reflect an increase in labor and material costs; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NORCAL POWER SERVICES LLC**

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 NorCal Power Services LLC, a sole proprietorship with its office located at 3917 Auburn Folsom Road, Loomis, CA 95650 ("Contractor") (together sometimes referred to as the "Parties") as of September 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

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

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

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

6.6 Maintenance Labor Agreement. If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

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

7.3 Licenses and Permits. Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

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

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

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

- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

NorCal Power Services LLC
Attention: Aaron Stone
3917 Auburn Folsom Road
Loomis, CA 95650

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.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

Date 9/1/20



RANDY S. HOWARD,
General Manager

NORCAL POWER SERVICES LLC

Date 8/6/20



AARON STONE,
Owner

Attest:



Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

NorCal Power Services LLC ("Contractor") shall provide electrical maintenance related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Protection relay testing
- NERC PRC and MOD standards compliance services
- Substation and generation electrical equipment maintenance and testing
- Limited repair capabilities of substation and generation electrical equipment
- Power system studies
- Protection relay upgrades
- OSIsoft PI support
- Emerson Ovation and ABB Bailey DCS support
- General combined cycle power plant troubleshooting including process equipment and instrumentation
- Engineering

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:

- Travel time = \$50/hr
- Vehicle miles charge = current year federal mileage rate
- Electrical equipment field testing w/specialized test equipment = \$170/hr straight time
- Protective relay testing = \$170/hr straight time
- Protective relay programming = \$150/hr straight time
- On-site troubleshooting = \$150/hr straight time
- Licensed Professional Engineer = \$200/hr straight time

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, AARON STONE OWNER

(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

NorCal Power Services LLC

(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 6th day of August, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NORCAL POWER SERVICES, LLC**

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and NorCal Power Services, LLC (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2022.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective September 1, 2020, (the “Agreement”) for NorCal Power Services, LLC to provide electrical maintenance related services at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$500,000 to a “NOT TO EXCEED” amount of \$1,500,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

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Date:_____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date:_____

NORCAL POWER SERVICES, LLC

AARON STONE, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- Travel time = \$70/hr
- Vehicle miles charge = current year federal mileage rate
- Electrical equipment field testing w/specialized test equipment = \$180/hr straight time
- Protective relay testing = \$180/hr straight time
- Protective relay programming = \$150/hr straight time
- On-site troubleshooting = \$160/hr straight time
- Licensed Professional Engineer = \$220/hr straight time

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

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: November 3, 2022

SUBJECT: WSA Engineered Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement to Provide Equipment, Materials and Off-Site Maintenance Labor (Wisconsin) to Dismantle, Clean and Inspect Automatic Brush/Ball Tube Cleaning Systems Services; Applicable to the following: NCPA Geothermal Facility.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 22-114 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with WSA Engineered Systems, Inc for equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect automatic brush/ball tube cleaning systems, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to WSA Engineered Systems, LLC, for continued use at NCPA's Geothermal facility.

BACKGROUND:

Overhauls of equipment are required from time to time for the operation and maintenance of NCPA's Geothermal facility. NCPA entered into a five year Multi-Task General Services Agreement with WSA Engineered Systems, Inc., effective November 1, 2018, to provide equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect the automatic brush/ball tube cleaning systems at NCPA's Geothermal facility.

Effective September 29, 2022, WSA Engineered Systems, Inc. changed its name to WSA Engineered Systems, LLC. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to WSA Engineered Systems, LLC.

WSA Engineered Systems, Inc. is the original equipment manufacturer (OEM) for the brush/ball tube cleaning system at NCPA's Geothermal facility and, as such, NCPA does not have other agreements in place for similar services at this time.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will solicit a quote from this vendor for the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: The Facilities Committee will review this proposal at its meeting on November 2, 2022.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 22-114
- Multi-Task General Services Agreement with WSA Engineered Systems, Inc
- First Amendment to Multi-Task General Services Agreement with WSA Engineered Systems, Inc. Accepting Assignment to WSA Engineered Systems, LLC

RESOLUTION 22-114

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH WSA ENGINEERED SYSTEMS, INC. ACCEPTING ASSIGNMENT TO
WSA ENGINEERED SYSTEMS, LLC**

(reference Staff Report #242:22)

WHEREAS, Northern California Power Agency (NCPA) and WSA Engineered Systems, Inc. entered into a Multi-Task General Services Agreement effective November 1, 2018, for WSA Engineered Systems, Inc. to provide equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect automatic brush/ball tube cleaning systems, for use at NCPA's Geothermal facility; and

WHEREAS, effective September 29, 2022, WSA Engineered Systems, Inc. changed its name to WSA Engineered Systems, LLC; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to WSA Engineered Systems, LLC; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with WSA Engineered Systems, Inc., with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to WSA Engineered Systems, LLC, for continued use at NCPA's Geothermal facility.

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

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

JERRY SERVENTI
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 November 1st, 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.
- 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

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not applicable.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages

whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

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

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. This agreement can only be used when no responsive bids have been received from vendors who perform the needed scope of work at facilities located in the State of California. Consulting services are not subject to monitoring by DIR.
- 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.

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.
Attention: 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.

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

NORTHERN CALIFORNIA POWER AGENCY

WSA ENGINEERED SYSTEMS, INC.

Date 11/1/18

Date 10-23-18


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, WSA Engineered Systems, Inc. ("Contractor") shall provide new equipment and/or 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

NO MAINTENANCE WORK MAY BE PERFORMED UNDER THIS AGREEMENT IN CALIFORNIA WITHOUT CONTRACTOR'S PRIOR REGISTRATION WITH DIR.

As requested, Contractor shall provide on-site consulting services including technical supervision, start-up commissioning, and operator training on new systems at NCPA's Geothermal facility.

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.

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 – Not Applicable

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)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND WSA ENGINEERED SYSTEMS, INC.
ACCEPTING ASSIGNMENT TO WSA ENGINEERED SYSTEMS, LLC**

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and WSA Engineered Systems, LLC (“Contractor”) (collectively referred to as “the Parties”) and is effective as of _____, 2022.

WHEREAS, the Agency and WSA Engineered Systems, Inc. entered into a five-year Multi-Task General Services Agreement dated effective November 1, 2018, (the “Agreement”) for Contractor to provide equipment, materials and off-site maintenance labor at the WSA Engineered Systems facility located in Wauwatosa, Wisconsin, to dismantle, clean and inspect Automatic Brush/Ball Tube Cleaning Systems, Automatic Backwash Systems, and provide on-site consulting services including technical supervision, start-up commissioning, and operator training on new systems at the Geothermal Facilities; and

WHEREAS, effective June 2021, WSA Engineered Systems, Inc. was acquired by WSA Engineered Systems, LLC and the Parties now desire to assign the Agreement to WSA Engineered Systems, LLC; and

WHEREAS, the Agency now desires to amend Section 13.7 entitled “Contract Administrator” of the Agreement to reflect the change of the administrator’s name; and

WHEREAS, the Contractor now desires to amend Section 13.8 entitled “Notices” of the Agreement to reflect the change of the Contractor’s name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled “Scope of Work” of the Agreement to reflect the change of the Contractor’s name; and

WHEREAS, the Parties now desire to amend Exhibit B entitled “Compensation Schedule and Hourly Fees”, to confirm that the rates continue in effect unchanged through January 1, 2023; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **As of the Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

“This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and WSA Engineered Systems,

LLC, a Florida limited liability company, with its main office located at 3000 West Nine Mile Road, Pensacola, FL 32534 ("Contractor") (together sometimes referred to as "Parties") as of November 1, 2018 ("Effective Date") in Roseville, California."

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

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

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

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

WSA Engineered Systems, LLC
3000 W. Nine Mile Rd.
Pensacola, FL 32534
Attention: Mary Carabajal
Manager, Sales & Marketing
Email: maryc@wsaes.com

Any written notice to Agency shall be sent to:

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

With a copy to:

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

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
6. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.
7. Agency hereby approves the assignment of the Agreement from WSA Engineered Systems, Inc. to WSA Engineered Systems, LLC.

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

Date:_____

WSA ENGINEERED SYSTEMS, LLC

RANDY S. HOWARD, General Manager

WILLIAM W. BOESCH, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

WSA ENGINEERED SYSTEMS, INC. consents to the foregoing.

Date: _____

Authorized Signatory

EXHIBIT A

SCOPE OF WORK

As requested by the Agency, WSA Engineered Systems, LLC ("Contractor") shall provide new equipment and/or 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

NO MAINTENANCE WORK MAY BE PERFORMED UNDER THIS AGREEMENT IN CALIFORNIA WITHOUT CONTRACTOR'S PRIOR REGISTRATION WITH DIR.

As requested, Contractor shall provide on-site consulting services including technical supervision, start-up commissioning, and operator training on new systems at NCPA's Geothermal facility.

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, 2023.

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.



Commission Staff Report

COMMISSION MEETING DATE: December 1, 2022

SUBJECT: FY 2021-2022 Annual Billing Settlements

AGENDA CATEGORY: Consent

FROM: Monty Hanks

Assistant General
Manager/CFO

METHOD OF SELECTION:

N/A

Division: Administrative Services

Department: Accounting & Finance

IMPACTED MEMBERS:

All Members ☒

City of Lodi ☐

City of Shasta Lake ☐

Alameda Municipal Power ☐

City of Lompoc ☐

City of Ukiah ☐

San Francisco Bay Area
Rapid Transit ☐

City of Palo Alto ☐

Plumas-Sierra REC ☐

City of Biggs ☐

City of Redding ☐

Port of Oakland ☐

City of Gridley ☐

City of Roseville ☐

Truckee Donner PUD ☐

City of Healdsburg ☐

City of Santa Clara ☐

Other ☐

If other, please specify

RECOMMENDATION:

Approve Resolution 22-XX and the attachments thereto regarding the FY 2021-2022 Annual Billing Settlements.

BACKGROUND:

The attached FY 2021-2022 Annual Billing Settlements Summary shows a comparison of Actual Costs and Final Billing Settlements (i.e., Collections vs. Actual).

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$5.73 million or 0.9% of Collections (net of credits) to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$3.0 million; (2) Management Services costs of \$2.0 million; and (3) Pass-Through Costs and Interest and Other Income of \$0.7 million.

[Pending] The Utility Directors have reviewed the final draft of the FY 2021-2022 Annual Billing Settlements Summary and supporting data, which is currently available on NCPA Connect. Supporting data includes the final re-run of the All Resources Bill to reflect the final settlement amounts, explanations of the primary refund drivers, and schedules reflecting annual costs, collections, and resulting over/under collections by month.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

FISCAL IMPACT:

Upon approval by the Commission, the amount of \$5,733,207 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts. Non-members will receive a credit or debit miscellaneous billing in early December.

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] The recommendation was reviewed by the Facilities Committee on November 2nd and the LEC Project Participant Committee on November 7th. Both Committees recommended Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments: Resolution 22-XX
Billing Settlements Summary

RESOLUTION 22-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE FY 2021-2022 ANNUAL BILLING SETTLEMENTS

(reference Staff Report #XXX:22)

WHEREAS, the Northern California Power Agency, (Agency) FY 2021-2022 Annual Billing Settlements has been closed, reconciled, and finalized; and

WHEREAS, the independent audit of the Agency's financial statements has been completed; and

WHEREAS, the Agency's generating, transmission, energy contract resources, and other programs are billed monthly throughout the fiscal year on an estimated basis; and

WHEREAS, the Agency's monthly billings to participants for FY 2021-2022 have been re-run using the finalized FY 2021-2022 Annual Billing costs; and

WHEREAS, these processes have resulted in a final billing cost settlement for each program; and

WHEREAS, the Facilities and Lodi Energy Center Project Participant Committees and Utility Directors reviewed the detailed support for the FY 2021-2022 Annual Billing Settlements Summary, the related Project and Program Cost Summary Reports, and the re-run of the monthly All Resources Bills and have found all to be satisfactory; 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 adopts the FY 2021-2022 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that the net refund of \$5,733,207 due to participants be distributed.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

**Northern California Power Agency
FY 2022 Billing Settlement Summary - By Participant and Customers**

| | Collections | Actual Costs | Refund (Charge) |
|---|-----------------------|-----------------------|---------------------|
| Summary all Participants and Customers | \$ 649,126,028 | \$ 643,392,821 | \$ 5,733,207 |
| Summary By Participant | | | |
| Alameda | \$ 33,746,542 | \$ 32,958,286 | \$ 788,256 |
| BART | 37,318,211 | 37,084,360 | 233,851 |
| Biggs | 1,661,834 | 1,610,925 | 50,909 |
| Gridley | 3,904,919 | 3,844,720 | 60,199 |
| Healdsburg | 7,325,718 | 7,132,013 | 193,705 |
| Lodi | 50,842,716 | 50,158,048 | 684,668 |
| Lompoc | 13,347,659 | 13,099,266 | 248,393 |
| Palo Alto | 93,801,065 | 93,402,485 | 398,580 |
| Plumas Sierra | 10,558,473 | 10,420,657 | 137,816 |
| Port of Oakland | 11,811,373 | 11,691,646 | 119,727 |
| Redding | 1,422,967 | 1,348,339 | 74,628 |
| Roseville | 3,338,587 | 2,984,555 | 354,032 |
| Santa Clara | 227,015,051 | 225,053,433 | 1,961,618 |
| Shasta Lake | 155,863 | 130,572 | 25,291 |
| Truckee-Donner | 142,569 | 138,152 | 4,417 |
| Ukiah | 11,597,132 | 11,320,104 | 277,028 |
| Other Project Participants: | | | |
| TID | (622,918) | (765,936) | 143,018 |
| Azusa | 750,442 | 754,236 | (3,794) |
| California Department of Water Resources | 8,466,530 | 8,488,244 | (21,714) |
| MID | (248,771) | (254,983) | 6,212 |
| Power & Water Resources Pooling Authority | 1,136,227 | 1,139,860 | (3,633) |
| Total - Participants | 517,472,189 | 511,738,982 | 5,733,207 |
| Summary By Customer | | | |
| East Bay Community Energy | 45,090,365 | 45,090,365 | - |
| Merced Irrigation District | 431,087 | 431,087 | - |
| Pioneer Community Energy | (1,610) | (1,610) | - |
| Placer County Water Agency | 447,044 | 447,044 | - |
| San Jose Clean Energy | 37,203,890 | 37,203,890 | - |
| Nevada Irrigation District | (347,813) | (347,813) | - |
| Sonoma Clean Power | 49,044,768 | 49,044,768 | - |
| South Sutter Water District | (213,892) | (213,892) | - |
| Total - Customers | 131,653,839 | 131,653,839 | - |
| Total for Participants | \$ 649,126,028 | \$ 643,392,821 | \$ 5,733,207 |
| | | | 0.9% |