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Facilities Committee Agenda

Date: November 3, 2021
Subject: NCPA Facilities Committee Meeting
Location: NCPA, 651 Commerce Drive, Roseville, California 95678 / Conference Call
Time: 9:00 am

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

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

ALAMEDA MUNICIPAL PWR 2000 Grand St., Alameda, CA	BAY AREA RAPID TRANSIT 300 Lakeside Drive, Oakland, CA	CITY OF BIGGS 465 C 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 4563 Meyer Park Cir., Fremont, CA	PORT OF OAKLAND 3393 Cydonia Ct., Dublin, 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
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 6, 2021, Facilities Committee meeting, and the October 14, 2021 Special Facilities Committee meeting.
3. **Appointment of Facilities Committee Chair and Vice Chair** – The 2021 Vice Chair will be appointed as the 2022 Chair and the Committee will be asked to nominate and elect a new Vice Chair.
4. **All NCPA Facilities, Members, SCLPA – Contra Costa Electric, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for Commission approval of the First Amendment to the five-year Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance services, increasing the not-to-exceed amount to \$1,500,000, with no other changes to the contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCLPA, and SCLPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
5. **All NCPA Facilities – Airgas Specialty Products, Inc. MTEMS** – Staff is seeking a recommendation for Commission approval of the five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with a not-to-exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
6. **Settlements Summary Results for FY21** – Staff is seeking a recommendation for Commission approval of the FY21 Annual Billing Settlement for the period of July 1, 2020 through June 30, 2021. (*Commission Category: Consent; Sponsor: Administrative Services*)
7. **NCPA Geothermal Facility – Geothermal Plant 2 Unit 4 Overhaul Project** – Staff is seeking a recommendation for Commission approval of the Geothermal Plant 2 Unit 4 Overhaul Project, including delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, in an amount not to exceed \$3,500,000, and authorizing the use of \$3,500,000 from Maintenance Reserve to fund this project. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Discussion/Action; Sponsor: Geo*)

8. **2025 Western Base Resource Contract** – Staff will present contracts and materials in support of the 2025 Western Base Resource Contract, and will seek a recommendation for Commission approval of the 2025 Western Base Resource Contracts. (*Commission Category: Discussion/Action; Sponsor: Power Management*)
9. **Camp Far West PPA and Third Phase Agreement** – Staff will review and seek a recommendation for Commission approval of the Camp Far West Power Purchase Agreement and Third Phase Agreement. (*Commission Category: Discussion/Action; Sponsor: Power Management*)
10. **SFWPA Operations Procedure** – Staff will review and seek a recommendation for Commission approval of a new Amended and Restated Facilities Agreement Facilities Schedule to document the SFWPA Operations procedures. (*Commission Category: Discussion/Action; Sponsor: Power Management*)

INFORMATIONAL ITEMS

11. **New Business Opportunities** – Staff will provide an update regarding new business opportunities. (*Sponsor: Power Management*)
12. **NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. (*Sponsor: Generation Services*)
13. **Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. (*Sponsor: Power Management*)
14. **Next Meeting** – The next Facilities Committee meeting is scheduled for December 1, 2021.

ADJOURNMENT

BW/cp



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Minutes – Draft

Date: October 7, 2021
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: October 6, 2021 Facilities Committee Meeting Minutes

1. **Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong (Santa Clara) at 9:04 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Catalina Sanchez (Gridley), Jiayo Chiang and Melissa Price (Lodi), CJ Berry and Matthew MacDonald (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), Monica Nguyen, Bill Her and Suds Jain (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approval of Minutes from the September 1, 2021 Facilities Committee Meeting.**

Motion: A motion was made by Jiayo Chiang and seconded by Mark Sorensen recommending approval of the minutes from the September 1, 2021, Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

*****Prior to this item at 9:10 am, Jane Luckhardt, NCPA General Counsel, stepped out of the conference room due to a conflict of interest.*****

3. **All NCPA Facilities, Members, SCPPA – Black & Veatch Corporation Second Amendment to MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of the Second Amendment to the five-year Multi-Task Professional Services Agreement with Black & Veatch Corporation for consulting services related project support and plant operations, extending the contract expiration date to January 31, 2022, with no other changes to the contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task Professional Services Agreement with Black & Veatch Corporation effective May 26, 2016. NCPA has been working on a renewal agreement with Black & Veatch, however this process is taking longer than anticipated. A First Amendment was executed on May 10, 2021 extending the agreement expiration date from May 26, 2021 to November 26, 2021. NCPA is currently utilizing Black & Veatch for hydrogen expertise support and consulting regarding Lodi's Lakehouse Development Project, neither of which is completed. This Second Amendment will extend the agreement expiration date from November 26, 2021 to January 31, 2022, to avoid any lapse in coverage while NCPA continues to work on the new agreement with Black & Veatch. NCPA has agreements in place for similar services with HDR Engineering, Inc., and Worley Group, Inc. This enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report, draft Second Amendment, the original MTPSA, and First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Professional Services Agreement with Black & Veatch Corporation for consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel or her designee, extending the agreement expiration date from November 26, 2021 to January 31, 2022, 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, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

*****After this item was completed, at 9:16 am, Jane Luckhardt, NCPA General Counsel, stepped back into the conference room.*****

- 4. All NCPA Facilities, Members, SCPPA – ACCO Engineered Systems, Inc. First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of the First Amendment to the five-year Multi-Task General Services Agreement with ACCO Engineered Systems, Inc. for HVAC maintenance services, extending the contract expiration date to January 31, 2022, with no other changes to the contract terms, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task General Services Agreement with ACCO Engineered Systems, Inc. effective November 17, 2016, for an amount not to exceed \$750,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. NCPA has utilized this vendor for the past five years for HVAC maintenance services at its CT plants, and this vendor has shown themselves to be competent and responsible.

The current agreement is set to expire on November 17, 2021. NCPA is currently in the process of obtaining bids for maintenance services for the CT facilities for the next five year term. NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to extend the agreement expiration date to January 31, 2022 to allow NCPA additional time to obtain bids and negotiate terms of the agreement with the winning bidder. NCPA has agreements in place for similar services with ABM Building Solutions, Comfort Air, Inc., Creative Cooling Technologies, EMCOR Services Mesa Energy, Johnson Controls, Inc. and Pullman Heating & Cooling, Inc. This enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report, draft First Amendment, and the original MTGSA were 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 Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with ACCO Engineered Systems, Inc. for HVAC maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement expiration from November 17, 2021 to January 31, 2022, 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, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 5. All NCPA Facilities, Members, SCPPA – CH2M Hill Engineers, Inc. First Amendment to MTPSA –** Staff presented background information and was seeking a recommendation for Commission approval of the First Amendment to the five-year Multi-Task Professional Services Agreement with CH2M Hill Engineers, Inc. for compliance support for biological monitoring and general compliance support services, increasing the not to exceed from \$200,000 to \$500,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task Professional Services Agreement with CH2M Hill Engineers, Inc., effective April 23, 2018 for an amount not to exceed \$200,000, for use at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members. This agreement has been used frequently by NCPA for CEC certification at its plants and biological monitoring for various projects, and this agreement is now running low on funds. To ensure sufficient funds are available for the remainder of the contract term, this amendment will increase the not to exceed amount from \$200,000 to \$500,000, for continued 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 EGS Consulting and Stratus Environmental. This enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report, draft First Amendment, and the original MTPSA were 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 Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with CH2M Hill Engineers, Inc. for compliance support services, including biological monitoring and general compliance support, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$500,000, 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, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – Evoqua Water Technologies, LLC First Amendment to MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of the First Amendment to the five-year Multi-Task General Services Agreement with Evoqua Water Technologies, LLC, to modify the warranty language in Sections 12.1 and 12.2 and add emergency delivery pricing to Exhibit B, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task General Services Agreement with Evoqua Water Technologies, LLC effective November 1, 2020. Per Section 12.1 of the Agreement, "For the Lodi Energy Center Condensate Polishers, Contractor will guarantee, by way of an amendment to the

Agreement, a throughput amount to be determined and mutually agreed upon...". Discussions were had between Evoqua and NCPA and a throughput amount of 28,000,000 gallons was mutually agreed upon. This First Amendment will modify the warranty language in Sections 12.1 and 12.2 and add emergency delivery pricing to Exhibit B. This enabling agreement does not commit NCPA to any expenditure of funds. There is no other agreement currently in place for similar services. A draft Commission Staff Report, draft First Amendment, and the original MTGSA were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning and other water treatment support services, with any non-substantial changes recommended and approved by the NCPA General Counsel or her designee, modifying the warranty language in Sections 12.1 and 12.2 and adding emergency delivery pricing in Exhibit B, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPA, and SCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 7. All NCPA Facilities, Members, SCPA – Hometown Connections, Inc. First Amendment to MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Five-Year Multi-Task Consulting Services Agreement with Hometown Connections, Inc. for various consulting related tasks including but not limited to organization assessments, strategic planning, market research, and training, increasing the not to exceed amount from \$250,000 to \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPA, and SCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

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

On July 19, 2019, NCPA entered into a five-year Multi-Task Consulting Services Agreement with HCI, for services to the Agency and/or its Members in an amount not-to-exceed \$250,000. Since inception, HCI's contract has been used six times by NCPA Members (Redding (3), Alameda, Lompoc, and Truckee Donner) nearing the not-to-exceed limit. Due to expressed Member interest, the Agency now desires to amend the agreement to increase the total compensation from the not-to-exceed amount of \$250,000 to a not-to-exceed amount of \$1,000,000 over the term. NCPA's investment in HCI as a founding member in 2018 was for just this purpose – to provide access to technology and services and integrated solutions that are specifically designed to help public power utilities succeed in the communities they serve. A draft Commission Staff Report, draft First Amendment, and the original MTCSA were 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 Mark Sorensen recommending Commission approval authorizing the Northern California Power Agency (NCPA) General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Hometown Connections, Inc. for various consulting related tasks including but not limited to organization assessments, strategic planning, market research, and training, with any non-substantial changes recommended and approved by the NCPA General

Counsel, increasing the not to exceed to \$1,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 8. NCPA HQ Facilities – Consolidated Communications** – Staff provided background information and was seeking a recommendation for Commission approval of the Third Amendment to the Lease Agreement with Consolidated Communications for the Disaster Recovery Center extending the term of the lease for up to 24 months. The lease is included in the General Services budget.

In 2009 the NCPA Commission approved the lease of a 3,797 square foot facility from SureWest Telephone (now Consolidated Communications) as the backup site for our mission critical 24/7 Scheduling and Dispatch operations. This facility provides replicated hardware, software, and data to provide seamless transfer of personnel to this site in case of an emergency.

In early 2021, Consolidated Communications approached NCPA with an offer to purchase the building. Since multiple buildings sit on the parcel sharing utilities (electric, gas, water, wastewater, etc.), NCPA needed to engage with an architect firm to analyze the scope of work and provide an estimated cost to split the parcel, add independent utilities, an emergency generator, and impacts of other property attributes. With the current lease set to expire in April 2022, staff requested a two-year extension to the current lease. This will allow sufficient time to analyze the financial impacts of a parcel split. If a parcel split is not financially feasible, it allows additional time to seek alternatives such as an ownership percentage of the same property or finding another building to purchase.

The terms of this third amendment are largely unchanged with monthly base rent increasing 2% each year, the same as previous amendments. New language was added to terminate the lease upon sale of the building to NCPA. There will be no further options to extend the lease when it ends on April 30, 2024. Approval of the third amendment will cost \$130,608 through April 2024. The lease is included in the current fiscal year budget with funds available in the General Services budget. A draft Commission Staff Report, and draft Third Amendment to the Lease Agreement with Consolidated Communications were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Mark Sorensen and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to execute the Third Amendment to the Lease Agreement extending the period for up to two years or April 30, 2024, with any non-substantial changes recommended and approved by the General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 9. CT1 Alameda Electric Start Project** – Staff presented background information and was seeking a recommendation for Commission approval of the CT1 Alameda Electric Start Project including delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$2,900,000.

The Bay Area Air Quality Management District limits the CT1 Alameda diesel starting motors to 20 hours of operation per rolling 12-month period. This means that the availability of the Alameda units is based off the previous 12-months' combined usage, with the units being placed in a forced outage when the operating limits are met. The NCPA CT1 Alameda Electric Start Project would replace the diesel starting motors with electric starting motors, removing the use restriction. Electric motors will also reduce site noise and the prevalence of diesel exhaust fumes, two of the most common neighborhood complaints. If this project is approved, expected completion will be in the

January 2023 outage. In addition, this project is expected to realize some de minimis benefits. These include increased start reliability and reduced maintenance cost.

On August 9, 2020, NCPA put out a Request for Proposals (RFP) for the CT1 Alameda Electric Start Project. A bid request went out to several contractors. NCPA's RFP was refined over the course of the year, with the final draft of bids due on September 3, 2021. GE Power, Siemens Energy, Inc., and TTS Construction Corporation were the only contractors that submitted final bids. Bids submitted ranged in price from \$2,853,625 to \$5,149,664. TTS Construction Corporation was selected as the winning bidder due to having the lowest project cost, previous project experience, and the most complete project proposal.

The total cost is anticipated not to exceed \$2,900,000. Funds for the project were encumbered from the approved FY21 CT1 Alameda budget and Maintenance Reserves.

The NCPA CT1 Alameda Electric Start Project cost breakdown is shown below.

TTS Construction	
Equipment Identification & Procurement	\$ 1,050,000.00
Engineering, Installation & Site Support	\$ 1,060,000.00
Optional SSS Starting Clutch	\$ 100,000.00
Subtotal	\$ 2,210,000.00
Sales Tax (10.75%)	\$ 123,625.00
Shipping (estimated)	\$ 20,000.00
Contingency (~22.5%)	\$ 500,000.00
Total Estimated Cost	\$ 2,853,625.00

Motion: A motion was made by Alan Harbottle and seconded by Mark Sorensen recommending Commission approval authorizing the NCPA CT1 Alameda Electric Start Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$2,900,000, with \$650,000 being used from the Maintenance Reserve Fund, and \$2,250,000 from the encumbered FY 2021 funds. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Plumas-Sierra, Port of Oakland, and Santa Clara. ABSTAIN = Palo Alto, Redding, and Roseville. The motion passed.

10. 2025 Western Base Resource Contract – Staff presented contracts and materials in support of review and approval of the 2025 Western Base Resource Contract.

Staff presented background information regarding Western's (WAPA) 2025 Base Resource Contract. This is the contract used for marketing output produced by the Central Valley Project (CVP). The Assignment Administration Agreement (AAA) is the agreement under which NCPA manages the Base Resource Contract (BR) assignments on behalf of Members. The Request for Assignment of BR is a letter agreement used by a Member to assign its share of BR to NCPA's BR Contract.

NCPA will need to execute the 2025 BR Contract to become a "Customer" of WAPA. This will enable NCPA to receive Member assignments. Once this agreement is signed a new AAA will need to be developed for administration of the 2025 BR Contract assignments. The existing AAA can also be amended and restated as an alternative to developing a new AAA. The AAA will need to be

approved by each assigning Member. Once NCPA has executed the 2025 BR Contract, NCPA can accept assignments by executing individual Requests for Assignment. NCPA and Members will be required to execute the AAA prior to accepting assignment, ensuring the assigning Member accepts financial responsibility of assignment.

Next steps include NCPA distributing a new AAA for Member review and comment. The first draft should be distributed by October 15, 2021. NCPA will seek Member comments and feedback prior to the November 2021 Facilities Committee Meeting. Staff will seek approval of the 2025 BR Contract, the AAA, and the Request for Assignment at the November Facilities and Commission meetings.

- 11. Glover Solar PPA and Third Phase Agreement** – Staff will review and seek a recommendation for Commission approval of the Power Purchase Agreement between Northern California Power Agency and Glover Solar, LLC, and the Third Phase Agreement for Power Purchase Agreement with Glover Solar, LLC.

***** This item was pulled from the agenda, and will be brought back to the Committee at a later time. *****

INFORMATIONAL ITEMS

- 12. New Business Opportunities** – Staff provided an update regarding new business opportunities. Listed below are active projects under consideration.

Glover Solar, LLC – PPA negotiations are nearly complete. The next steps will to seek approval of the PPA and Third Phase Agreement.

Camp Far West – A PPA is currently being negotiated. Staff is seeking SSWD feedback on current draft of PPA.

McCloud Solar – A PPA is currently being negotiated. Next steps will be to present the updated PPA to the developer. Then coordinate with Members regarding continued interest in project.

Stagecoach Solar – Staff is currently performing due diligence on the project offer. Depending on Member continued interest, staff will seek to enter into Letter of Intent to engage in active PPA negotiations. Term would be 10 to 20 years with the quantity to be determined. The product includes energy, capacity and environmental attributes through the Calpine Geothermal Resource at approximately \$68.00 per MWh (to be negotiated with counterparty).

- 13. FY2021 Annual Billing Settlements Review** – Staff presented a draft of the FY2021 Annual Billing Settlement and encumbrances for the period of July 1, 2020 through June 30, 2021.

After internal accounting review, the final draft of the FY2021 Annual Billing Settlement was reviewed by the Facilities Committee. The draft results include an approximate \$1.5 million charge from the plant operations, and approximately \$930,000 refund coming from management services, pass-through costs, and third party revenues. Encumbered funds for FY2021 total \$5.36 million.

The next steps in this process are to present this draft to the LEC PPC October 11, 2021, then the Utility Directors at the October 14, 2021 UD meeting. The final version of the FY2021 Annual Billing Settlement will be presented to the Facilities Committee at the November 3, 2021 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 2, 2021 Commission meeting.

14. Overview of FY2023 Budget Process and Approach – Staff provided an overview of the FY2023 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 be continued at this time with focus on NCPA controllable costs and aligning budgets with expectations and previous actuals. Issues impacting the FY2023 budget include the PERS Pension with an increase of \$200,000, OPEB, and the CPI index at 5.3%, which will impact the plants O&M budgets. Other issues include insurance premiums with property increasing 20% and casualty by 15%, and legal and consulting costs with increased use of legal contracts and integration of new projects.

Recommendations for the FY2023 budget include a target increase of 5.3% 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. The salary increase target of \$1 million includes union negotiated general wage increases and broad banding adjustment for merits, promotions, and upgrades. All other operating expenses will target no more than a 5.3% increase as well.

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

Hydro – Collierville Powerhouse was in a dual unit outage from October 1 – 3, 2021. CAISO approved the outage just days prior to the outage. McKays intake maintenance was performed removing several baskets of debris during the outage, as well as other annual maintenance to the project. Emergency Action Plan binders have been updated per the five year FERC mandate, and distributed. Other highlights of the month include the FERC Part 12 Five Year Dam Safety Inspection and Potential Failure Modes Analysis Workshop, annual maintenance outages for New Spicer Meadows Units 1, 2, and 3, Beaver Creek and North Fork Diversion Dams were drained for maintenance, ongoing maintenance is occurring at Lake Alpine Dam, the New Spicer Powerhouse is undergoing roof sealing maintenance, and SWRCB Water Rights and been filed.

Geo – There were no safety recordable incidents to report for the month of September. Safety training is 62.6% complete. Per CalFire recommendation fire proof signage has been installed at the Geo project. The average net generation for the month was 94.5 MW. Total net generation was 68.1 GWh. CY 2021 net generation is 581.8 GWh at 7.3% over forecast. Maintenance activities included replacing air relief valves on the SEGEP, repairing the evaporation tower in Stretford, and insulation repairs are completed. The Plant 1 Fire Protection Project is currently in the second phase, and the Plant 1 Cooling Tower Test has been completed.

CTs – September was another busy month for the CTs. CT1 had 24 actual starts, with 4 ghost starts bringing the FYTD total to 112. CT2 had 6 actual starts this month bringing the FYTD total to 43 starts. There were two forced outages during the month. CT1 Alameda Unit 2 was due to the diesel starter and both air compressors. CT1 was out due to a generator oil leak. There were no planned outages for the month of September. CT1 Lodi has used 155 hours already out of 200 allowed. CT1 Alameda Diesel Unit 1 has used 7.44 hours of 20, and Unit 2, 7.35 hours of 20.

16. Planning and Operations Update –

Resource Integration

- SFWPA (Members) – December 19, 2021
- Sky River Wind (BART) – September 1, 2021
- Slate 1 Solar (BART) – October 31, 2021
- Ukiah Mendocino Hydro (Ukiah) - Ongoing
- Antelope Solar (NCPA) – December 1, 2021
- Camp Far West (SVP) – Q4, 2021
- Henrietta D Energy Storage – October 2021
- Golden Fields Solar III – March 31, 2022
- Rosamond Solar – 2022
- CT Project No. 1 – AGC Controls

Key Areas Impacted by Resource Integration – Bid-to-Bill software application, scheduling, operations, dispatch and controls, and settlements/accounting. Organization impacts include people, the process and the prioritization of activities. Mitigation strategies include focusing on the need to have elements, and then nice to have elements, utilization of external support and services, and evaluation of resource staffing and bandwidth. Staff is working on a coordinated integration plan, focused on controlled staggering of the integration of projects.

17. Next Meeting – The next Facilities Committee meeting is scheduled for November 3, 2021.

ADJOURNMENT

The meeting was adjourned at 12:21 pm by the Committee Chair.

Teleconference call only due to Covid19

Northern California Power Agency October 6, 2021 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	✓
TID	
UKIAH	

**Northern California Power Agency
October 6, 2021 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]



651 Commerce Drive
Roseville, CA 95678

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

Minutes – Draft

Date: October 19, 2021
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: October 14, 2021 Special Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong (Santa Clara) at 2:03 pm. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Terry Crowley (Healdsburg), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Jared Carpenter and Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), Steve Hance (Santa Clara), and Willie Manual and Owen Goldstrom (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Lompoc, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. 2022 Major Insurance Renewal Proposal** – Staff presented background information and was seeking a recommendation for Commission approval of the NCPA Major insurance renewals for 2022.

Shortly after the last renewal, staff reached out to FM Global directly given their significant experience and strong reputation in the property insurance market. Founded in 1835, FM Global insures more than a third of the Fortune 1000 companies and total assets in excess of \$25 billion. FM Global takes an engineering-first approach helping their clients be resilient against natural disasters—and this philosophy matched our core principles. FM Global is guided by the belief that most losses are preventable and they will dig deep to understand each business' needs to help reduce risk. In order to have FM Global quote the agency, NCPA held weekly meetings beginning in February and eventually scheduled site visits in April, May and June. After FM Global completed its review, a meeting with the Plant Managers was held to review findings and recommendations. This was the critical last step prior to FM Global providing a quote. To put this in perspective, AEGIS, the current incumbent with a 39% share, scheduled virtual loss control visits. Feedback received from the Plant Managers regarding the loss control process was more positive with the FM Global team than the AEGIS team.

FM Global's proposal has several enhancements in critical areas such as providing a policy limit of \$500 million versus \$325 million and higher sublimits. In addition to the policy enhancements and reduced premium, FM Global provides other value-added services that help reduce NCPA risk, truly making this a partnership. Loss control visits and engineering services are included at no additional charge. For example, if staff engages in a large or complex project, the FM Global team of engineers are ready to assist with plan review services providing their input based on their experiences and data fact sheets, where applicable. To reflect their commitment to a long-term partnership, FM Global's proposal also includes a two-year rate lock. The property premium quoted in Option 2 is \$1 million less than 2021 premiums and \$2 million less than what is estimated from the other markets for 2022. Coupled with a 2-year team, the Agency is set to save over \$4 million.

The remaining markets have been directed to provide their indications by the week of October 18th. Unless they can competitively quote, match (or improve) policy coverages, and provide similar value-added services, staff plans to bind property coverages with FM Global.

Motion: A motion was made by Brian Schinstock and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager to negotiate and bind policy year 2022 property and liability coverages at a not-to-exceed amount of \$5,700,000. This authority includes a not-to-exceed of \$3,700,000 for property insurance and \$2,000,000 for casualty insurance. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and TID. The motion passed.

3. **Glover Solar PPA and Third Phase Agreement** – Staff will review and seek a recommendation for Commission approval of the Power Purchase Agreement between Northern California Power Agency and Glover Solar, LLC, and the Third Phase Agreement for Power Purchase Agreement with Glover Solar, LLC. *****This item was pulled from the agenda.*****

Non-essential Members and NCPA staff left the meeting for the closed session discussion Items #4 and #5.

CLOSED SESSION

4. **CONFERENCE WITH LEGAL COUNSEL** – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.
5. **CONFERENCE WITH LEGAL COUNSEL** – Anticipated Litigation, significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – two cases.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated no reportable action was taken on the closed session Items #4 and #5.

ADJOURNMENT

The meeting was adjourned at 3:29 pm by the Committee Chair.

Teleconference call only due to Covid19

Northern California Power Agency October 14, 2021 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	✓
TID	✓
UKIAH	

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

[illegible]



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Contra Costa Electric, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Electrical 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:	Generation Services	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 21-XX authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance 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, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Electrical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Contra Costa Electric, Inc. effective December 6, 2019, for an amount not to exceed \$500,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Contra Costa was recently awarded the LEC Motor Cable Replacements Project (pending December Commission approval) totaling \$467,762. In order to avoid using up the entire agreement funds available, NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$500,000 to \$1,500,000. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Maintenance Consultants, GE Energy and Schneider Electric.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will be not to exceed \$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.

On November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 15, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 21-XX
- Multi-Task General Services Agreement with Contra Costa Electric, Inc.
- First Amendment to Multi-Task General Services Agreement with Contra Costa Electric, Inc.

RESOLUTION 21-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH CONTRA COSTA ELECTRIC, INC.

(reference Staff Report #XXX:21)

WHEREAS, electrical 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, NCPA and Contra Costa Electric, Inc. entered into a Multi-Task General Services Agreement effective December 6, 2019, to provide such services; and

WHEREAS, Contra Costa was recently awarded the LEC Motor Cable Replacements Project (pending December Commission approval) which will use up a majority of the funds of the agreement; and

WHEREAS, NCPA now desires to increase the not-to-exceed amount from \$500,000 to \$1,500,000; and

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CONTRA COSTA ELECTRIC, 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 Contra Costa Electric, Inc., a corporation with its office located at 825 Howe Road, Martinez, CA 94553 ("Contractor") (together sometimes referred to as the "Parties") as of December 6, 2019 ("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. \$1,000,000 EL disease-ea employee; and \$1,000,000 EL disease-policy limit.

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 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. Contra Costa Electric is responsible for the \$500,000 deductible. 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, 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 with a cap limited to \$10,000,000.00.

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 willful misconduct, 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:
- Contra Costa Electric, Inc.
Attention: Joey Ramirez
825 Howe Road
Martinez, CA 94553

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 NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

CONTRA COSTA ELECTRIC, INC.

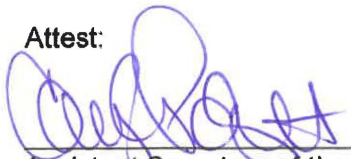
Date 12/4/19

Date December 05, 2019


RANDY S. HOWARD,
General Manager


JOEY RAMIREZ,
Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Contra Costa Electric, Inc. ("Contractor") shall provide electrical maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Electrical Maintenance
- Instrumentation
- High Voltage

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:

NCPA Inside Wireman

Rates Effective June 1st, 2019 Through May 31st, 2020

Normal Day Shift - Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman	EGF	\$ 154.59	\$ 204.73	\$ 254.86
Elec Cable Splicer	ECS	\$ 141.76	\$ 186.10	\$ 230.44
Elec Certified Welder	EJCW	\$ 141.76	\$ 186.10	\$ 230.44
Elec Foreman	EF	\$ 141.76	\$ 186.10	\$ 230.44
Elec Journeyman	EJ	\$ 128.86	\$ 167.45	\$ 206.03
Elec Apprentice - 85%	EA85	\$ 113.01	\$ 145.80	\$ 178.57
Elec Apprentice - 80%	EA80	\$ 107.73	\$ 138.56	\$ 169.41
Elec Apprentice - 75%	EA75	\$ 102.42	\$ 131.36	\$ 160.29
Elec Apprentice - 70%	EA70	\$ 97.10	\$ 124.11	\$ 151.10
Elec Apprentice - 65%	EA65	\$ 91.85	\$ 116.93	\$ 142.00
Elec Apprentice - 60%	EA60	\$ 86.55	\$ 109.69	\$ 132.82
Elec Apprentice - 55%	EA55	\$ 81.27	\$ 102.49	\$ 123.70
Elec Apprentice - 50%	EA50	\$ 75.97	\$ 95.25	\$ 107.73
Elec Apprentice - 45%	EA45	\$ 61.64	\$ 79.02	\$ 96.38
Elec Apprentice - 40%	EA40	\$ 57.37	\$ 72.80	\$ 88.24

Swing Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman_ss	EGF_ss	\$ 176.79	\$ 235.62	\$ 256.97
Elec Cable Splicer_ss	ECS_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Certified Welder_ss	EJCW_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Foreman_ss	EF_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Journeyman_ss	EJ_ss	\$ 146.61	\$ 191.87	\$ 207.68
Elec Apprentice - 85%_ss	EA85_ss	\$ 128.29	\$ 166.78	\$ 181.04
Elec Apprentice - 80%_ss	EA80_ss	\$ 122.15	\$ 158.37	\$ 171.72
Elec Apprentice - 75%_ss	EA75_ss	\$ 116.11	\$ 150.07	\$ 162.49
Elec Apprentice - 70%_ss	EA70_ss	\$ 110.00	\$ 141.67	\$ 153.18
Elec Apprentice - 65%_ss	EA65_ss	\$ 103.89	\$ 133.34	\$ 143.90
Elec Apprentice - 60%_ss	EA60_ss	\$ 97.79	\$ 124.95	\$ 134.59
Elec Apprentice - 55%_ss	EA55_ss	\$ 91.70	\$ 116.57	\$ 125.31
Elec Apprentice - 50%_ss	EA50_ss	\$ 85.59	\$ 108.23	\$ 122.15
Elec Apprentice - 45%_ss	EA45_ss	\$ 69.89	\$ 90.25	\$ 97.14
Elec Apprentice - 40%_ss	EA40_ss	\$ 64.86	\$ 82.94	\$ 88.91

Grave Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman_gs	EGF_gs	\$ 195.81	\$ 261.69	\$ 258.71
Elec Cable Splicer_gs	ECS_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Certified Welder_gs	EJCW_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Foreman_gs	EF_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Journeyman_gs	EJ_gs	\$ 161.98	\$ 212.68	\$ 209.04
Elec Apprentice - 85%_gs	EA85_gs	\$ 141.64	\$ 184.74	\$ 183.45
Elec Apprentice - 80%_gs	EA80_gs	\$ 134.86	\$ 175.41	\$ 174.01
Elec Apprentice - 75%_gs	EA75_gs	\$ 128.08	\$ 166.12	\$ 164.62
Elec Apprentice - 70%_gs	EA70_gs	\$ 121.29	\$ 156.77	\$ 155.17
Elec Apprentice - 65%_gs	EA65_gs	\$ 114.53	\$ 147.48	\$ 145.77
Elec Apprentice - 60%_gs	EA60_gs	\$ 107.73	\$ 138.16	\$ 136.31
Elec Apprentice - 55%_gs	EA55_gs	\$ 100.95	\$ 128.82	\$ 126.89
Elec Apprentice - 50%_gs	EA50_gs	\$ 94.19	\$ 119.52	\$ 134.86
Elec Apprentice - 45%_gs	EA45_gs	\$ 77.09	\$ 99.92	\$ 97.76

NCPA Linemen

Local 47 & 1245 - Western Line Construction

Rates Effective June 1st, 2019 Through December 31st, 2019

Day Shift Rates		St	Or	Dr
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Line Superintendent	LSGF	\$ 153.78	N/A	\$ 248.59
Line General Foreman	LGF	\$ 152.11	N/A	\$ 245.41
Line Cable Splicer Foreman	LFCS	\$ 141.55	N/A	\$ 226.31
Line Foreman	LF	\$ 141.55	N/A	\$ 226.31
Lineman Welder	LW	\$ 136.26	N/A	\$ 216.77
Line Jym Cable Splicer - Technician	LCS	\$ 131.08	N/A	\$ 207.39
Line Journeyman	LJ	\$ 131.08	N/A	\$ 207.39
Line Powderman	LPDM	\$ 119.55	N/A	\$ 186.73
Line Equipment Man	LES	\$ 110.18	N/A	\$ 169.35
Line Groundman-Truck Driver	LGMN	\$ 91.59	N/A	\$ 134.73
Underground Foreman (Civil Work PG&E)	ULFrm	\$ 118.08	N/A	\$ 184.04
Line Substation Technician Foreman	LSTF	\$ 141.55	N/A	\$ 226.31
Line Substation Technician	LST	\$ 131.08	N/A	\$ 207.39
Line Substation Technician Trainee 1st/Yr	LSTT1	\$ 86.17	N/A	\$ 128.42
Line Substation Technician Trainee 2nd/Yr	LSTT2	\$ 103.04	N/A	\$ 158.07
Line Substation Technician Trainee 3rd/Yr	LSTT3	\$ 119.86	N/A	\$ 187.65
Line Fabricator Tech	LFT	\$ 100.97	N/A	\$ 156.78
Line Fabricator Tech Trainee	LFTT	\$ 95.34	N/A	\$ 146.34
Line Apprentice - 90%	LApr90	\$ 120.19	N/A	\$ 187.98
Line Apprentice - 85%	LApr85	\$ 115.27	N/A	\$ 178.77
Line Apprentice - 80%	LApr80	\$ 110.28	N/A	\$ 169.56
Line Apprentice - 75%	LApr75	\$ 105.38	N/A	\$ 160.41
Line Apprentice - 70%	LApr70	\$ 100.40	N/A	\$ 151.18
Line Apprentice - 65%	LApr65	\$ 95.47	N/A	\$ 141.99
Line Apprentice - 60%	LApr60	\$ 90.52	N/A	\$ 132.77

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED TO ALL VARIABLES WITHIN THE RATE COMPUTATION

NCPA Plumbers and Steamfitters

Rates Effective July 1st, 2019 Through June 30th, 2020

Day Shift Rates			St	Ot	Dt
Craft Classification	Abrv.		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGF		\$ 170.15	\$ 230.18	\$ 290.23
Steamfitter Gen Foreman	SFGF		\$ 161.06	\$ 216.83	\$ 272.60
Steamfitter Foreman	SFF		\$ 153.87	\$ 205.58	\$ 257.28
Steamfitter Alloy Welder / Crew	SFW		\$ 149.80	\$ 199.56	\$ 249.34
Steamfitter Journeyman	SFJ		\$ 142.55	\$ 188.89	\$ 235.24
Steamfitter Apprentice 10th	SFA85		\$ 128.92	\$ 168.85	\$ 208.77
Steamfitter Apprentice 9th	SFA80		\$ 124.39	\$ 162.15	\$ 199.96
Steamfitter Apprentice 8th	SFA75		\$ 119.84	\$ 155.48	\$ 191.14
Steamfitter Apprentice 7th	SFA70		\$ 115.30	\$ 148.83	\$ 182.35
Steamfitter Apprentice 6th	SFA65		\$ 110.75	\$ 142.16	\$ 173.52
Steamfitter Apprentice 5th	SFA60		\$ 106.23	\$ 135.48	\$ 164.68
Steamfitter Apprentice 4th	SFA55		\$ 101.68	\$ 128.80	\$ 155.89
Steamfitter Apprentice 3rd	SFA50		\$ 97.14	\$ 122.12	\$ 147.08
Steamfitter Apprentice 2nd	SFA45		\$ 71.56	\$ 91.43	\$ 111.27
Steamfitter Apprentice 1st	SFA40		\$ 67.03	\$ 84.75	\$ 102.48

Swing & Grave Shift Rates			St	Ot	Dt
Craft Classifications	Abrv.		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGFsg		\$ 188.11	\$ 256.62	\$ 325.14
Steamfitter Gen Foreman	SFGFsg		\$ 177.69	\$ 241.28	\$ 304.87
Steamfitter Foreman	SFFsg		\$ 169.20	\$ 228.12	\$ 287.02
Steamfitter Alloy Welder / Crew	SFWsg		\$ 164.51	\$ 221.22	\$ 277.92
Steamfitter Journeyman	SFJsg		\$ 156.15	\$ 208.93	\$ 261.68
Steamfitter Apprentice 10th	SFA85sg		\$ 140.49	\$ 185.89	\$ 231.26
Steamfitter Apprentice 9th	SFA80sg		\$ 135.26	\$ 178.18	\$ 221.12
Steamfitter Apprentice 8th	SFA75sg		\$ 130.07	\$ 170.54	\$ 211.02
Steamfitter Apprentice 7th	SFA70sg		\$ 124.85	\$ 162.87	\$ 200.86
Steamfitter Apprentice 6th	SFA65sg		\$ 119.60	\$ 155.15	\$ 190.69
Steamfitter Apprentice 5th	SFA60sg		\$ 114.38	\$ 147.49	\$ 180.58
Steamfitter Apprentice 4th	SFA55sg		\$ 109.17	\$ 139.81	\$ 170.44
Steamfitter Apprentice 3rd	SFA50sg		\$ 103.95	\$ 132.13	\$ 160.29
Steamfitter Apprentice 2nd	SFA45sg		\$ 77.80	\$ 100.60	\$ 123.37
Steamfitter Apprentice 1st	SFA40sg		\$ 72.61	\$ 92.94	\$ 113.26

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE
STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED
TO ALL VARIABLES WITHIN THE RATE COMPUTATION

Rolling Stock Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Pickup Truck	\$ 13.23	\$ 99.00	\$ 330.00	\$ 1,320.00
Service Truck/Van	\$ 14.33	\$ 105.00	\$ 386.00	\$ 1,598.00
Bucket Truck @ (25 Ft)	\$ 44.10	\$ 291.00	\$ 1,251.00	\$ 4,141.00
Bucket Truck @ (50 Ft)	\$ 62.84	\$ 415.00	\$ 1,668.00	\$ 5,955.00
Bucket Truck @ (60 Ft)	\$ 65.05	\$ 436.00	\$ 1,818.00	\$ 6,254.00
Bucket Truck @ (65 Ft)	\$ 73.87	\$ 473.00	\$ 2,062.00	\$ 7,093.00
42 Passenger Bus	\$ 19.85	\$ 165.00	\$ 495.00	\$ 2,010.00
17 Passenger Bus	\$ 16.54	\$ 127.00	\$ 442.00	\$ 1,494.00
12 Passenger Bus	\$ 14.33	\$ 105.00	\$ 498.00	\$ 1,384.00
Line Truck	\$ 63.95	\$ 422.00	\$ 1,671.00	\$ 5,965.00
Boom Truck @ (7 Ton)	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Boom Truck @ (18 Ton)	\$ 60.64	\$ 424.00	\$ 1,696.00	\$ 6,173.00
Golf Cart	\$ 9.27	\$ 75.00	\$ 250.00	\$ 625.00
Highway Digger	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Pole Dolly	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Reel Truck @ (1 ton)	\$ 30.87	\$ 233.00	\$ 932.00	\$ 3,495.00
5th Wheel - Reel Trailer	\$ 15.45	\$ 131.00	\$ 523.00	\$ 1,961.00
Single Drum U/G Cable Puller (6,000 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Single Drum O/H Cable Puller (6,000 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Four Drum Distribution Puller (1,500 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Wash Trailer	\$ 75.19	\$ 544.00	\$ 2,176.00	\$ 8,160.00
Winch Truck @ (5 ton)	\$ 44.10	\$ 326.00	\$ 1,304.00	\$ 4,890.00
Tractor Truck	\$ 44.10	\$ 350.00	\$ 1,400.00	\$ 5,250.00
5th Wheel Trailer	\$ 6.18	\$ 38.00	\$ 151.00	\$ 569.00
Highway Van	\$ 2.06	\$ 20.00	\$ 78.00	\$ 292.00
Connex	\$ 2.06	\$ 8.00	\$ 33.00	\$ 99.00
Stakebed Truck @ (1 ton)	\$ 16.54	\$ 140.00	\$ 559.00	\$ 2,096.00
Office Trailer @ (30 ft)	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Office Trailer @ (50 ft)	\$ 6.18	\$ 38.00	\$ 151.00	\$ 814.00
Instrument Calibration Trailer @ 32 ft)	\$ 38.11	\$ 229.00	\$ 916.00	\$ 3,435.00
Instrument Calibration Trailer @ 20 ft)	\$ 32.96	\$ 196.00	\$ 784.00	\$ 2,940.00
Bending/Threading Trailer @ (1/2" thru 2")	\$ 13.39	\$ 76.00	\$ 304.00	\$ 1,231.00
Hydraulic Bending Trailer @ (5" - 6")	\$ 14.42	\$ 88.00	\$ 350.00	\$ 1,313.00
Hand Trencher	\$ 14.33	\$ 82.00	\$ 328.00	\$ 1,230.00
Ride On Trencher	\$ 50.72	\$ 349.00	\$ 1,396.00	\$ 5,235.00
Bobcat Trencher (small)	\$ 37.49	\$ 240.00	\$ 946.00	\$ 2,914.00
Bobcat Trencher (large)	\$ 48.51	\$ 306.00	\$ 1,239.00	\$ 4,374.00
Welding Machine - Electric @ (200 amp)	\$ 8.24	\$ 57.00	\$ 175.00	\$ 656.00
Welding Machine - Gas @ (200 amp)	\$ 19.85	\$ 140.00	\$ 559.00	\$ 2,096.00
50 amp Plasma Cutter w/Compressor	\$ 12.13	\$ 87.00	\$ 349.00	\$ 1,309.00
Welding Truck w/ 200 amp Welder	\$ 26.46	\$ 204.00	\$ 814.00	\$ 3,053.00
Air Compressor - Gas @ (160 cfm)	\$ 20.95	\$ 152.00	\$ 605.00	\$ 2,269.00
Forklift	\$ 36.38	\$ 200.00	\$ 400.00	\$ 900.00

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, Joey Ramirez, VP / Industrial Mgr.

(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

CONTRA COSTA ELECTRIC, 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 05 day of December, 20 19.

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

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: December 05, 2019

Name of Employer

Contra Costa Electric, Inc.


(Authorized Officer & Title)

Joey Ramirez, VP/Indust Mgr.

(Address)

825 Howe Road, Martinez, CA 94553



**FIRST AMENDMENT TO MUTLI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND CONTRA COSTA ELECTRIC, INC.**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Contra Costa Electric, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 6, 2019, (the "Agreement") for Contractor to provide electrical maintenance services; 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 \$500,000.00 to a 'NOT TO EXCEED' amount of \$1,500,000.00; 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 (\$1,500,000.00) 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.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

///

///

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

Date:_____

CONTRA COSTA ELECTRIC, INC.

RANDY S. HOWARD, General Manager

TOM TATRO, COO - Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: December 2, 2021

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

AGENDA CATEGORY: Consent

FROM:	Generation Services	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 21-XX authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA 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 purchases with Apex Engineering Products, Brenntag Pacific, Hill Brothers, Northstar Chemical, Thatcher Chemical and Univar USA, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On November 15, 2021 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 21-XX
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc.

RESOLUTION 21-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH AIRGAS SPECIALTY PRODUCTS, INC.

(reference Staff Report XXX:21)

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

WHEREAS, Airgas Specialty Products, Inc. is a provider of these chemicals; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. to provide such chemicals as needed at any facilities owned and/or operated by NCPA; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 Agreement for Purchase of Equipment, Materials and Supplies, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Airgas Specialty Products, Inc., ("Supplier"), whose office is located at 2530 Sever Road, Suite 300, Lawrenceville, GA 30043 (together sometimes referred to as the "Parties") as of _____, 2021 (the "Effective Date").

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

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

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

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

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

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

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

- 6.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of one million dollars (\$1,000,000) per accident.
- 6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, resulting from the operation, maintenance or use of Supplier's owned, non-owned and hired vehicles, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with \$6,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$2,000,000/\$6,000,000 aggregate for bodily injury and property damage, on an

occurrence basis. No endorsement shall be attached materially limiting the coverage.

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

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide prior written notice of any cancellation or material change of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation, up to the policy limits specified herein, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

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

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

Section 7. WARRANTY. Supplier warrants that, at the time of delivery, all gas or liquid Goods furnished hereunder will comply with Compressed Gas Association (CGA) or applicable industry guidelines. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with the terms of this Agreement applicable to such Goods. SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE . SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF GOODS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

8.2 Scope. Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, 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. For avoidance of doubt, third party includes Agency's employees.

In the event that Agency becomes a supplier as in provides products for sale to Supplier, Agency shall indemnify, defend with counsel reasonably acceptable to the Supplier, and hold harmless Supplier, and its officials, commissioners, officers, employees, agents and volunteers from and against all third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation),

judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, except as caused by the sole or gross negligence of Supplier. 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 Supplier. For avoidance of doubt, third party includes Supplier's employees.

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

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

- 9.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in federal or state courts located in Sacramento County, California.
- 9.8 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.11 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 9.12 **Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Supplier shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 9.13 **Contract Administrator.** This Agreement shall be administered by 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.
- 9.14 **Notices.** Any written notice to Supplier shall be sent to:

Airgas Specialty Products, Inc.
2530 Sever Road, Suite 300
Lawrenceville, GA 30043

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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

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

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

the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 9.21 Excuse of Performance.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.
- 9.22 Allocation.** If sufficient Goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate Goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources if and only if confirmed in writing by Agency, that Agency will pay a higher fee to cover all additional costs associated with such Goods.
- 9.23 Remedies; Limitation of Liability.** SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SUPPLIER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION.

SIGNATURES FOLLOW ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AIRGAS SPECIALTY PRODUCTS, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

FRANK BURKUS,
Vice President, Sales

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A PURCHASE LIST

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

Anhydrous Ammonia (R-grade) - \$950.00 / Ton

Aqueous Ammonia (19%) - \$0.65 / Solution Lb.

Additional products not listed above to be provided as requested in writing by NCPA facilities. Pricing for additional products not listed above will be quoted by Supplier at the time product is requested.

*NCPA acknowledges that Supplier's pricing for ammonia may be subject to change every six to twelve (6 - 12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

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

AIRGAS SPECIALTY PRODUCTS, 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.

EXHIBIT C

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,

AIRGAS SPECIALTY PRODUCTS, INC.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Commission Staff Report

November 3, 2021

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: FY 2020-2021 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:

Northern California Power Agency (NCPA) staff recommends the Commission approve Resolution 21-XX and the attachments thereto regarding the FY 2020-2021 Annual Billing Settlements.

BACKGROUND:

The attached FY 2020-2021 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 \$1.32 million or 0.2% of Collections (net of credits) to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of (\$0.64 million); (2) Management Services costs of \$0.68 million; and (3) Pass-Through Costs and Interest and Other Income of \$1.28 million.

[Pending] The Utility Directors have reviewed the final draft of the FY 2020-2021 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 \$1,322,423 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts while collections will be billed on a miscellaneous billing in December, which will include a General Operating Reserve (GOR) letter of direction template. 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 3rd and the LEC Project Participant Committee on November 15th. Both Committees recommended Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments: Resolution 21-XX
Billing Settlements Summary

SR: XXX:21

RESOLUTION 21-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE FY 2020-2021 ANNUAL BILLING SETTLEMENTS

(reference Staff Report #XXX:21)

WHEREAS, the Northern California Power Agency, (Agency) FY 2020-2021 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 2020-2021 have been re-run using the finalized FY 2020-2021 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 2020-2021 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 2020-2021 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that the net refund of \$1,322,423 due to participants be distributed.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021
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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

**Northern California Power Agency
FY 2021 Billing Settlement Summary - By Participant and Customers**

	Collections	Actual Costs	Refund (Charge)
Summary all Participants and Customers	\$ 555,485,862	\$ 554,163,439	\$ 1,322,423
Summary By Participant			
Alameda	\$ 31,880,131	\$ 31,849,761	\$ 30,370
BART	31,199,981	30,888,794	311,187
Biggs	1,559,498	1,537,449	22,049
Gridley	3,353,274	3,330,817	22,457
Healdsburg	6,728,055	6,707,937	20,118
Lodi	42,733,214	42,810,240	(77,026)
Lompoc	11,256,672	11,238,363	18,309
Palo Alto	81,205,451	80,878,891	326,560
Plumas Sierra	9,814,953	9,763,934	51,019
Port of Oakland	10,085,801	10,015,444	70,357
Redding	1,224,281	1,191,974	32,307
Roseville	5,352,544	5,426,802	(74,258)
Santa Clara	155,527,550	154,850,591	676,959
Shasta Lake	162,669	151,954	10,715
Truckee-Donner	318,551	308,214	10,337
Ukiah	9,476,647	9,441,005	35,642
Other Project Participants:			
TID	311,713	297,568	14,145
Azusa	619,051	633,591	(14,540)
California Department of Water Resources	6,923,369	7,044,045	(120,676)
MID	(793,116)	(763,432)	(29,684)
Power & Water Resources Pooling Authority	671,076	685,000	(13,924)
Total - Participants	409,611,365	408,288,942	1,322,423
Summary By Customer			
East Bay Community Energy	73,879,462	73,879,462	-
Merced Irrigation District	423,962	423,962	-
Pioneer Community Energy	(23,494)	(23,494)	-
Placer County Water Agency	436,141	436,141	-
San Jose Clean Energy	54,214,924	54,214,924	-
Nevada Irrigation District	(146,946)	(146,946)	-
Sonoma Clean Power	17,090,448	17,090,448	-
Total - Customers	145,874,497	145,874,497	-
Total	\$ 555,485,862	\$ 554,163,439	\$ 1,322,423
			0.2%



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Geothermal Plant 2 Unit 4 Overhaul Project; Applicable to the following: NCPA Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:		
All Members	<input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>
	<i>If other, please specify</i>	Other <input checked="" type="checkbox"/>
		Turlock

RECOMMENDATION:

Approve Resolution 21-XX authorizing the Geothermal Plant 2 Unit 4 Overhaul Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,500,000, and authorizing the use of \$3,500,000 from Maintenance Reserve to fund this project.

BACKGROUND:

The Geothermal Plant 2, Unit 4 is due for an overhaul. The Geothermal Plant 2 Unit 4 Overhaul Project was originally scheduled to take place in Spring of 2022, but due to planning delays, COVID-19 concerns, and budgeting requirements, the outage was deferred to Fall of 2022.

Listed below are highlights of major work to be performed as a part of the Geothermal Plant 2 Unit 4 Overhaul Project:

1. Unit 4 Turbine Roto and Generator
 - a. All work to transport, inspect, clean, perform preventative maintenance, test, and return one redesigned Ansaldo steam turbine rotor.
 - b. All inspections, removal, cleaning, installation, and documentation of turbine.
2. Main Condenser and NCG Heat Exchanger
 - a. General tube maintenance cleaning
3. Balance of Plant (BOP)
 - a. Pull, refurbish, test and install motor and pumps.
 - b. Replace MCC Breakers
 - c. Upgrade Siemens DCS to version 8.3
 - d. Replace Stretford MCC
 - e. Install actuators to enable jet transfer to vacuum pump
 - f. Refurbish circulation water system actuators
 - g. EHC (Electro-hydraulic Control)
 - h. Seal Oil
 - i. Gland Steam Condenser
 - j. Cooling Tower

In preparation for the overhaul, some equipment will need to be sent out for repair and refurbishment. Long lead items also need to be ordered. Funds are needed in advance of the overhaul to refurbish the spare turbine rotor, turbine diaphragms, spare generator rotor, and other miscellaneous balance of plant equipment. This equipment and materials are to be staged and ready for installation at the beginning of the overhaul.

FISCAL IMPACT:

The estimated cost of the Geothermal Plant 2 Unit 4 Overhaul Project is not to exceed \$3,500,000. The FY2022 budget was approved to pre-collect funds in the Maintenance Reserve for this work. All proposed work performed shall be funded through the Maintenance Reserve account.

The scope of work and estimated costs are as follows.

<u>Geothermal Plant 2 Unit 4 Overhaul Project Work</u>	Estimated Cost
Overhaul of Unit #4 Turbine Rotor and Generator	\$1,850,000
Cleaning of Main Condenser and Gas Removal System Heat Exchangers	\$ 150,000
Repairs and Cleaning of Unit #4 Cooling Tower	\$ 250,000
Repairs and Cleaning of Unit #4 Stretford System	\$ 200,000
Replace Motor Control Center Breakers	\$ 150,000
Inspect and Test Main GSU Transformer and Electrical Switch Gear	\$ 50,000
Overhaul of Large Pumps and Motors	\$ 250,000
Subtotal	\$2,900,000
Contingency (~20%)	\$ 600,000
Total Project Cost	\$3,500,000

SELECTION PROCESS:

NCPA is currently soliciting competitive bids from multiple vendors to perform multiple scopes required for this project. NCPA will bid these specific scopes 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:

These activities are categorically exempt under Class 1, 2, 3, 4, and/or 11 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County.

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-XX

SR: XXX:21

RESOLUTION 21-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEOTHERMAL PLANT 2 UNIT 4 OVERHAUL PROJECT

(reference Staff Report #XXX:21)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal facility near Middletown, CA consisting of two power plants; and

WHEREAS, NCPA's Geothermal Plant 2, Unit 4 is due for an overhaul. The Geothermal Plant 2 Unit 4 Overhaul Project was originally scheduled to take place in Spring of 2022, but due planning delays, COVID-19 concerns, and budgeting requirements, the outage was deferred to Fall of 2022; and

WHEREAS, in preparation for the overhaul, some equipment will need to be sent out for repair and refurbishment. Long lead items also need to be ordered. Funds are needed in advance of the overhaul to refurbish the spare turbine rotor, turbine diaphragms, spare generator rotor, and other miscellaneous balance of plant equipment. This equipment and materials are to be staged and ready for installation at the beginning of the overhaul; and

WHEREAS, NCPA is currently soliciting competitive bids from multiple vendors to perform multiple scopes required for this project; and

WHEREAS, on December 2, 2021 the Facilities Committee reviewed and approved the recommendation for Commission approval; and

WHEREAS, these activities are categorically exempt under Class 1, 2, 3, 4, and/or 11 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines and a Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Geothermal Plant 2 Unit 4 Overhaul Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cumulative cost not to exceed \$3,500,000, and authorizes the use of \$3,500,000 from Maintenance Reserve to fund this project .

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021, 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	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY