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Facilities Committee Agenda

Date: December 7, 2022
Subject: NCPA Facilities Committee Meeting
Location: NCPA, 651 Commerce Drive, Roseville, California 95678 / Conference Call
Time: 9:00 am

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

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

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

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

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 November 2, 2022 Facilities Committee meeting, and the November 15, 2022 and November 28, 2022 Special Facilities Committee meetings.
3. **Appointment of Facilities Committee Chair and Vice Chair** – Approve the appointment of the 2022 Vice Chair, Alan Harbottle, as the 2023 Chair and the nomination of Shiva Swaminathan as the new Vice Chair.
4. **All NCPA Facilities, Members, SCPPA – Mead & Hunt, Inc. MTPSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Mead & Hunt, Inc. for engineering services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: Hydro*)
5. **All NCPA Facilities, Members, SCPPA – Trinity Consultants, Inc. MTPSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Trinity Consultants, Inc. for air quality compliance support services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
6. **All NCPA Facilities, Members, SCPPA – Nor-Cal Battery Company MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Nor-Cal Battery Company for battery related maintenance services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
7. **All NCPA Facilities, Members, SCPPA – Sabah International MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Sabah International for fire system maintenance services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)

- 8. Resolution 23-01, Authorize NCPA General Manager to Execute Confirmation Number 0280 for EvapTech, Inc. services to the City of Roseville and Issue a Purchase Order under the Support Services Program Agreement** – Approval of Resolution 23-01 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0280 with a not-to-exceed amount of \$282,320.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to EvapTech, Inc. for cooling tower maintenance, rehabilitation, and parts supply services for the Roseville Generation Park generation facilities. *(Commission Category: Consent; Sponsor: Administrative Services)*
- 9. Reserve and Security Deposit Policies Study** – Staff will present and seek a recommendation for Commission approval to revise deposit calculation methodologies for the Schedule Coordination Program Agreement, Market Purchase Program, Gas Purchase Program, NCPA Green Power Project, and Third Phase Agreements and approval for authorizing the General Manager or his designee to temporarily implement revised deposit requirements until respective program agreement terms are amended. *(Commission Category: Discussion/Action; Sponsor: Administrative Services)*

INFORMATIONAL ITEMS

- 10. New Business Opportunities** – Staff will provide an update regarding new business opportunities. *(Sponsor: Power Management)*
- 11. Review of Power Supply Assumptions** – Staff will provide an overview of the Power Supply Assumptions for FY 2024 Annual Budget Schedule. *(Sponsor: Pooling and Portfolio 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 January 4, 2023.

ADJOURNMENT

JC/cp



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Minutes – Draft

Date: November 10, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 2, 2022 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 9:03 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Dennis Schmidt (Biggs), Cliff Wagner (Gridley), Melissa Price, and Janice Magdich (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Nick Rossow (Redding), Basil Wong, Suds Jain, and Steve Hance (Santa Clara), and Cindy Sauers (Ukiah). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra, Port of Oakland, Shasta Lake, and TID were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the October 5, 2022 Regular and Special Facilities Committee Meetings.**

Motion: A motion was made by Cliff Wagner and seconded by Basil Wong recommending approval of the October 5, 2022 Regular and Special Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

- 3. Geysers Power Company, LLC Power Purchase Agreement** – Staff presented background information and was seeking a recommendation for Commission approval of a Power Purchase Agreement (PPA) between NCPA and Geysers Power Company, LLC, pursuant to which NCPA will purchase Products produced by certain geothermal resources owned and operated by the Geysers Power Company, LLC.

The Calpine Geothermal Offer (Geysers Power Company, LLC PPA) is for a twelve year term commencing on January 1, 2025. Volume of the project is 50 MW daily for the first two years, and then 100 MW daily for an additional ten years for a total term of twelve years. Products from this project include renewable energy and resource adequacy capacity with the energy value delivered via IST. Price is being negotiated. The proposed transaction structure will include two transaction

confirmations for resource adequacy and renewable energy. The transactions are based on the WSPP Agreement dated August 12, 2021. Staff reviewed and discussed both transactions with the Committee.

Key considerations were also discussed including credit and risk management, regularity change risk and product definitions, event of default provisions, and other commercial terms. Credit and collateral for the Geysers Power Company, LLC were discussed with the Committee. Staff has asked for feedback from Members regarding credit and collateral. No action was taken on this item. The Committee will schedule a Special Facilities Committee meeting to discuss and approve this item before taking it to the Commission for final approval in December.

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

This is a new agreement with an existing NCPA vendor. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with RAM Mechanical, TCB Industrial, TNT Industrial and Wagner Mechanical. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Performance Mechanical, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

- 5. All NCPA Facilities, Members, SCPPA – TNT Industrial Contractors, Inc. MTGSA – Staff** presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement TNT Industrial Contractors, Inc. for general T&M maintenance services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This is a new agreement with an existing NCPA vendor. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Performance Mechanical, RAM Mechanical, TCB Industrial and Wagner Mechanical. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cindy Sauers and seconded by Alan Harbottle recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task

General Services Agreement with TNT Industrial Contractors, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

6. All NCPA Facilities, Members, SCPPA – NorCal Power Services, LLC First Amendment

MTGSA – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with NorCal Power Services, LLC for electrical maintenance related services, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with NorCal Power Services, LLC effective September 1, 2020, for an amount not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. This agreement has been used by NCPA Members through NCPA's Support Services Program. NCPA's Geothermal Facility recently awarded work to NorCal Power Services, LLC for SF6 breaker testing and refurbishment services, which will result in this agreement running low on funds. NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$500,000 to \$1,500,000 to ensure there are sufficient funds available for the remainder of the contract term. Exhibit B – Compensation Schedule and Hourly Fees will also be amended as requested by the vendor to reflect an increase in labor and material costs. This agreement will continue to be available for use at any facility owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with Electrical Maintenance Consultants, Gold Electric, Inc., Eaton Corporation, Electrical Power Systems International, Inc., and Knight's Electric, Inc. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, original agreement, and draft First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the five year Multi-Task General Services Agreement with NorCal Power Services, LLC for electrical maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

7. NCPA Geothermal Facility – WSA Engineered Systems, Inc. First Amendment MTGSA – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with WSA Engineered Systems, Inc. for equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect automatic brush/ball tube cleaning systems, accepting assignment to WSA Engineered Systems, LLC, with no change to the contract term or not-to-exceed amount, for continued use at NCPA's Geothermal Facility.

NCPA entered into a five year Multi-Task General Services Agreement with WSA Engineered Systems, Inc., effective November 1, 2018, to provide equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect the automatic brush/ball tube cleaning systems at NCPA's Geothermal facility. Effective September 29, 2022, WSA Engineered Systems, Inc. changed its name to WSA Engineered Systems, LLC. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to WSA Engineered Systems, LLC. WSA Engineered Systems, Inc. is the original equipment manufacturer (OEM) for the brush/ball tube cleaning system at NCPA's Geothermal facility and, as such, NCPA does not have other agreements in place for similar services at this time. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, original agreement, and draft First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cindy Sauers 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 General Services Agreement with WSA Engineered Systems, Inc. for equipment, materials and off-site maintenance labor (Wisconsin) to dismantle, clean and inspect automatic brush/ball tube cleaning systems, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to WSA Engineered Systems, LLC, for continued use at NCPA's Geothermal facility. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Redding. The motion passed.

- 8. BART Meter Data Management Agent Services Agreement** – Staff presented background information and was seeking a recommendation for Commission approval of a Meter Data Management Agent Services Agreement (MDMA) between NCPA and Trimark Associates, Inc., to provide MDMA services to the San Francisco Bay Area Rapid Transit District (BART) pursuant to the BART Single Member Services Agreement (SMSA).

Under the existing NCPA and San Francisco Bay Area Rapid Transit District (BART) Single Member Services Agreement (SMSA), NCPA can acquire the services of a third party (with authorization from BART) to supply meter data management services to obtain, process, adjust, validate, and maintain BART's settlement quality meter data in accordance with the CAISO Tariff.

Trimark Associates, Inc. has historically provided Meter Data Services on behalf of NCPA for BART. The current agreement between Trimark Associates, Inc. and NCPA is set to expire the middle of December 2022. This is a renewal agreement with Trimark Associates, Inc. for meter data management services.

Trimark Associates, Inc. provides specialized services to complete the Scope of Services requested, including the technical systems required to collect and process meter data. Trimark Associates, Inc. is currently the only company able to provide these specialized services. This is a critical service required to ensure BART can schedule, transact, and perform settlements in accordance with the CAISO Tariff requirements. The existing vendor has established the process and procedure for polling a significant number of BART meters and metering equipment, and works directly with PG&E to collect and validate meter data that is not directly accessible from the metering equipment. This agreement is for use at BART facilities only. A draft agreement was available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a two year General Services Agreement between NCPA and Trimark Associates, Inc. in an amount not to exceed \$300,000 for use to supply Meter Data Management Agent services on behalf of the San Francisco Bay Area Rapid Transit District; including any modifications to the General Services

Agreement approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

9. Settlements Summary Results for FY 2022 – Staff presented the settlements summary results for FY 2022 and was seeking a recommendation for Commission approval of the FY 2022 Annual Billing Settlement for the period of July 1, 2021 through June 30, 2022.

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

Next steps include presenting the final FY 2022 Annual Billing Settlement for the period of July 1, 2021 through June 30, 2022 to the LEC PPC on November 7, the Utility Director's on November 17, with final Commission approval on December 1, 2022.

Motion: A motion was made by Jiayo Chiang and seconded by Shiva Swaminathan recommending Commission approval of the FY 2021-2022 Annual Billing Settlements. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

10. Reserve and Security Deposit Policies Study – Staff provided a follow-up discussion of the draft recommendations of the deposit and reserve requirements study based on feedback received at the October Facilities Committee meeting. *****Informational Only*****

The methodologies of the studies reviewed included:

- **Operating Reserves**
 - Hydroelectric Maintenance Reserve
 - Geothermal Maintenance Reserve
 - CT1 Maintenance Reserve
 - CT2 Maintenance Reserve
 - LEC Maintenance Reserve + O&M Reserve
- **NCPA Working Capital**
- **Security Deposits**
 - SCPA Balancing Account
 - Market Power Purchase Program
 - Gas Purchase Program

After discussion with Committee Members and UFS, staff created a model based on information gathered, which includes methodologies for the recommended range of reserves by plant and NCPA working capital, reserve calculation summaries for the plants based on the FY 2023 budget, NCPA working capital, and security deposit calculations. During these discussions, UFS agreed that NCPA was holding too much on deposit. As a best practice, they recommend NCPA hold the highest, single month of contract costs plus the two highest months of negative mark-to-market contract costs over the upcoming twelve months. In addition, NCPA also recommends that these programs' deposit requirements be updated biannually during the first and third quarters and/or at the time a market purchase(s) is completed.

The final security deposit methodology recommendations are listed below:

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

11. Market Purchase Program, Gas Purchase Program, NCPA Green Power Project, and Third Phase Agreement Deposit Requirement Adjustments – Staff presented background information and was seeking a recommendation for Commission approval authorizing the General Manager or his designee to temporarily implement revised deposit requirements for the Market Purchase Program, Gas Purchase Program, NCPA Green Power Project, and Third Phase Agreements.

NCPA provides various Power Management services to its Members pursuant to various program-based agreements that are signed by the participating Member. These agreements provide for the obligation of participating Members to cover all costs and liabilities incurred through the program, thereby shielding non-participating Members from the procurement costs and risks of the program. The agreements in question are: 1) Market Purchase Program (MPP), 2) Gas Purchase Program (GPP), 3) Third Phase Agreements (e.g. PPAs), 4) NCPA Green Power Program (NGPP), and 5) Single Member Services Agreement (SMSA). Security Deposit Requirements in those agreements state the following:

“...a Participant shall insure that sufficient Security Deposit funds have been deposited with and are held by NCPA equal to the highest three (3) months of estimated [Project Costs / Commodity Costs, etc.]...”

In discussions with the consultant (UFS) who performed the Reserve and Security Deposit Study, they agreed that NCPA was holding too much on deposit. As a best practice, they recommended that NCPA hold the highest, single month of contract costs plus the two highest months of negative market-to-market contract costs over the upcoming twelve months. The Facilities Committee and NCPA recommend the Commission temporarily implement the revised deposit requirements until final recommendations and modified program agreements can be approved. In addition, the Committee also recommended that these programs’ deposit requirements be updated biannually during the first and third quarters and/or at the time a market purchase(s) is completed.

No formal action was taken due to the lack of a quorum at the time this item was presented. However, the general consensus of the Facilities Committee recommends Commission approval authorizing the General Manager or his designee to temporarily implement revised deposit requirements for the Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively “Programs”) based on the highest single-month contract costs plus the two highest months of negative Mark-to-Market over the upcoming twelve months period until final recommendations of the Reserve and Program Security Deposit Study can be approved by the Commission. The Programs’ deposit requirements shall be updated biannually during the first and third quarters and/or market purchase(s). This item will move forward to the next Commission Meeting on December 1, 2022.

12. Appointment of Facilities Committee Chair and Vice Chair – The 2022 Vice Chair Alan Harbottle will be appointed as the 2023 Chair and the Committee has nominated Shiva Swaminathan as the new Vice Chair.

No formal action was taken due to the lack of a quorum at the time this item was presented. This item will be brought back next month for final approval.

INFORMATIONAL ITEMS

13. New Business Opportunities – No update was provided at the time of this meeting.

14. NCPA Geothermal Steam Field Model Update – Staff provided a presentation regarding a status report pertaining to the Geo Steam Field Model currently being performed by GeothermEx.

NCPA's project scope is to develop a numerical reservoir model of the Geysers Geothermal Field with an emphasis on the NCPA lease. NCPA has utilized its TETRAD model for years in addressing strategic resource questions including future steam production, pressure decline, and injection strategy. NCPA is transitioning from the previous TETRAD software to ECLIPSE simulation software. The ECLIPSE software allows for additional inputs and improvements to better address those questions, with more advanced modeling capabilities, higher model resolution, marked improvement on visualization, field management, geological representation, and well data repository.

Milestones of the Project include:

- Task 1: Prepare well and resource data/history for model
 - Utilize a resource software named Petrel
 - Petrel is a subsurface analyzation software and works as the data platform for ECLIPSE
 - Establish a well data repository (Well locations, designs, steam entries, etc.)
 - Conduct a comprehensive Quality Control Process (all well and production data in one location)
- Task 2: History matching and model calibration
 - Conceptual Model Review (fluid flow, reservoir boundaries)
 - Model Initialization (Grid set up, thermodynamic conditions)
 - History Matching (production and injection allocations)
- Task 3: Reservoir Forecast (8 scenarios)
- Task 4: Formal Report

Task 1 objectives have been completed by GeothermEx (Schlumberger). Task 2 is currently underway with grid set up, property assignment, and history matching.

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

CTs – CT1 had 5 actual starts, with 2 in real time, of 13 forecasted. FYTD total is 80 starts. CT2 had 3 actual starts, all in real time this month, of 12 forecasted. FYTD total is 18 starts. CT2 was in a forced outage October 31 – November 1, 2022 to repair HRSG tube leaks. Planned outages coming up include CT1 Lodi – February 1 – 28, 2023, CT1 Alameda Unit 1 and 2 – March 1 – 31, 2023, and CT2 STIG – April 1 – 30, 2023. CT1 Lodi corrected run hours is 172.5 (86%) of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 7.66 hours of 20, and Unit 2, 8.15 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for October 2022.

Hydro – Collierville (CV) Power House had 52% availability due to the annual outage during the month of October. New Spicer Meadows Power House was at 100% availability. New Spicer Meadows storage decreased by 7,160 acre feet at 8% month over month from 87,450 acre feet to 80,290 acre feet as of November 2, 2022. At this time last year New Spicer Meadows Reservoir

storage was 60,040 acre feet. Planned maintenance outages for Spicer Powerhouse Units 1, 2, and 3 were completed September 23, 2022. The CV dual unit outage was completed October 1-2, 2022. CV Units 1 and 2 annual maintenance was completed October 28, 2022. The CV cooling water pump installation will be completed November 4, 2022. Maintenance in the upper watershed included Alpine Dam face repairs which will be completed November 4, 2022, maintenance at Union Dam to be completed November 11, 2022, and Utica valve operator replacement mid-November.

Geo – There were no safety incidents to report for the month of October. Safety training is 74% complete. Plant 1 fire system testing was completed October 26, 2022. The average net generation level for the month was 85.5 MW. EH&S notables for October include H-Line pipeline repairs, and 230 kV transmission line repairs. Total net generation was 63.6 GWh. The actual year 2022 net generation was 655.7 GWh YTD, 1.9% over forecasted. The year 2022 net generation forecast was 643.4 GWh YTD. Maintenance for the month included preparation for the Plant 2 Unit 4 overhaul, Unit 3 Cooling Tower Basin Clean-Out Project was completed, and Steam Field wireline surveys were performed.

16. Planning and Operations Update –

- **Current Resource Integration Activities**
 - Resource Integrations In Progress
 - Antelope Solar (NCPA) – November 2022
 - Sandborne Storage – Q1 2023
 - Dagget Solar / Storage – Q2 2023
 - Scarlet Solar / Storage – Q3 2023
 - Pending Lodi Thermal Project – June 2023
 - Proxima Solar / Storage – Q1 2024
 - Deer Creek – On Hold
- **Meter Maintenance Program Development Status** – NCPA staff is working on a draft Program Agreement and a consulting services agreement. Once the draft agreements are complete, staff will present both agreements to the Committee for review and comments before a recommendation for Commission approval.

17. Next Meeting – The next regular Facilities Committee meeting is scheduled for December 7, 2022.

ADJOURNMENT

The meeting was adjourned at 1:04 pm by the Committee Chair.

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

[illegible]

**Northern California Power Agency
November 2, 2022 Facilities Committee Meeting
Attendance List**

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

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



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Minutes – Draft

Date: November 17, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 15, 2022 Joint Facilities Committee and Legal Committee Special Meeting Minutes

1. **Call Meeting to Order & Roll Call** – The joint meeting was called to order by the Facilities Committee Chair Jiayo Chiang (Lodi) at 1:04 pm.

Facilities Committee. Attending via teleconference and on-line presentation for the Facilities Committee were Alan Harbottle (Alameda), Dennis Schmidt (Biggs), Cliff Wagner (Gridley), Terry Crowley (Healdsburg), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), Basil Wong, and Steve Hance (Santa Clara), Willie Manuel (TID), and Cindy Sauers (Ukiah). Committee Representatives from BART, Lompoc, Plumas-Sierra, and Shasta Lake were absent. A quorum of the Facilities Committee was established.

Legal Committee. Attending via teleconference and on-line presentation for the Legal committee were Yibin Shen (Alameda), Mary Wilke (BART), Anthony Galyean (Gridley), Janice Magdich (Lodi), Joseph Pannone (Lompoc), Amy Bartell (Palo Alto), Rachel Sommovilla (Port of Oakland), Legal Committee Chair Barry DeWalt (Redding), Daniel Ballin (Santa Clara), and David Rapport (Ukiah). Michael Vergara (Plumas-Sierra) joined after roll call. Committee representatives from Biggs, Healdsburg, Roseville, Shasta Lake, and Truckee Donner PUD were absent. A quorum of the Legal Committee was established.

2. **Public Comment** – No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

3. **Geysers Power Company, LLC Power Purchase Agreement and Third Phase Agreement** – Staff presented background information and was seeking a recommendation for Commission approval of a Power Purchase Agreement (PPA) between NCPA and Geysers Power Company, LLC, and Third Phase Agreement for the Purchase Power Agreement with Geysers Power Company, LLC.

The Calpine Geothermal Offer (Geysers Power Company, LLC PPA) is for a twelve-year term commencing on January 1, 2025. Volume of the project is 50 MW daily for the first two years, and

then 100 MW daily for an additional ten years for a total term of twelve years. Products from this project include renewable energy and resource adequacy capacity with the energy value delivered via IST. The proposed transaction structure will include two transaction confirmations for resource adequacy and renewable energy. The transactions are based on the WSPP Agreement dated August 12, 2021. The Geysers Power Company, LLC has agreed to sell to NCPA, and NCPA has agreed to purchase products produced by certain geothermal resources owned and operated by the Geysers Power Company, LLC.

To enable NCPA to enter into the PPA on behalf of the Participant/s, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, the Third Phase Agreement provides all means necessary for NCPA to fulfill obligations incurred on behalf of NCPA and the Participant/s pursuant to the PPA, and to enable and obligate the Participant/s to take delivery of and pay for such electric capacity and energy and to pay NCPA for all costs it incurs for undertaking the foregoing activities. The Third Phase Agreement specifies the rights and obligations of NCPA and the Participant/s regarding governance and administration of the PPA, and obligates each Participant to pay for its Project Participation Percentage share of all Project Costs, Administrative Services Costs, scheduling coordination costs, and all other costs related to the PPA.

Structure of the Third Phase Agreement Assignment will include a two-step process. SVP will be the initial signatory of the Third Phase Agreement, with subsequent assignment to other Participating Members. Final project participation schedule will be established after the assignments are complete.

Upon full execution of the Third Phase Agreement, NCPA will be authorized to enter into the PPA on behalf of the Participant/s, and such PPA shall be deemed a NCPA Project by the Commission pursuant to the Amended and Restated Facilities Agreement.

Facilities Committee. A motion was made by Shiva Swaminathan and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager of Northern California Power Agency (NCPA) to enter into (i) the Power Purchase Agreement between Geysers Power Company, LLC and Northern California Power Agency (PPA), and (ii) the Third Phase Agreement for Power Purchase Agreement with Geysers Power Company (Third Phase Agreement), including any modifications to the Third Phase Agreement and any modifications to the PPA approved by the NCPA General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. ABSTAIN = TID. The motion passed.

Legal Committee. A motion was made by Amy Bartell and seconded by Janice Magdich recommending Commission approval authorizing the NCPA General Manager to enter into a Power Purchase Agreement between NCPA and Geysers Power Company, LLC and a Third Phase Agreement for the Power Purchase Agreement with Geysers Power Company, LLC, including any modifications to the agreements approved by the NCPA General Counsel. A roll call vote was taken. The Legal Committee did not establish a quorum. The Legal Committee Members in attendance during the vote supported the motion.

- 4. PG&E Negotiated Gas Transmission Rate Agreement – PG&E Negotiated Gas Transmission Rate Agreement Extension** – Staff is seeking a recommendation for approval authorizing the General Manager or his designee to execute an extension of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E, not to exceed the proposed 2023 volumetric rate. *****This item was not presented at this meeting.*****

5. **Approval of Third Amendment to the Antelope Expansion 1B, LLC Power Purchase Agreement** – Staff will present and seek authority from the Commission to execute a Third Amendment to the Power Purchase Agreement between Northern California Power Agency and Antelope Expansion 1B, LLC. *****This items was not presented at this meeting.*****
6. **Resolution 22-121, Authorize NCPA General Manager to Execute Confirmation Number 0282 for Ascend Analytics, LLC Services to the City of Vernon and Issue Corresponding Purchase Order under the Shared Services Program Agreement** – Approval of Resolution 22-121 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0282, with any non-substantive changes as approved by the NCPA General Counsel and SCPPA General Counsel, and issue a corresponding Purchase Order to Ascend Analytics, LLC for Integrated Resource Plan services.

NCPA and SCPPA executed a Shared Services Agreement effective August 1, 2015. NCPA executed an Agreement with Ascend Analytics, LLC for Integrated Resource Plan services in August 2022. SCPPA Member City of Vernon/Vernon Public Utilities (Vernon) submitted a SCPPA Member Task Request for services from Ascend Analytics in October 2022. Confirmation 0282 includes a not-to-exceed amount of \$372,735 which includes cost of services, contingency, and NCPA administrative fees. There is no guarantee that the full amount of services will be paid to Ascend Analytics, but is merely a not-to-exceed limit of potential expenditures under the Confirmation. The Confirmation exceeds the NCPA General Manager's signing authority and requires Commission approval. A draft Commission Staff Report and draft Confirmation 0282 was available for review. This item is recommended to be placed on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Brian Schinstock recommending Commission approval authorizing the NCPA General Manager or his designee to execute Confirmation Number 0282, with any non-substantive changes as approved by the NCPA General Counsel and SCPPA General Counsel, and issue a corresponding Purchase Order to Ascend Analytics, LLC for Integrated Resource Plan services to the City of Vernon/Vernon Public Utilities. A vote was taken by roll call: YES = Alameda, Biggs, Healdsburg, Lodi, Palo Alto, Port Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

ADJOURNMENT

The meeting was adjourned at 2:57 pm by the Facilities Committee Chair.

**Northern California Power Agency
November 15, 2022 Special Facilities Committee Meeting
Attendance List**

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

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

**Northern California Power Agency
November 15, 2022 Special Facilities Committee Meeting
Attendance List**

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

[illegible]



651 Commerce Drive
Roseville, CA 95678

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

Minutes – Draft

Date: November 29, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 28, 2022 Special Facilities Committee Meeting Minutes

1. **Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 9:03 am. Attending via teleconference and on-line presentation were Midson Hay (Alameda), Dennis Schmidt (Biggs), Cliff Wagner (Gridley), Terry Crowley (Healdsburg), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Nick Rossow (Redding), Brian Schinstock (Roseville), and Basil Wong and Steve Hance (Santa Clara). Staff attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Port of Oakland, Plumas-Sierra, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **NCPA Geothermal Facility – Find:** 1) the California Energy Commission (CEC) exercised its exclusive jurisdiction and licensed Northern California Power Agency's Geothermal Plant 2 on December 29, 1982, 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a California Environmental Quality Act (CEQA) equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Geothermal Plant 2 Unit 4 Overhaul Project is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c) and 15311(c) (Classes 1, 2 and 11 as described in Title 14 of the California Code of Regulations at §§15000 et seq.) – Staff presented background information and was seeking a recommendation for Commission approval finding: 1) the CEC exercised its exclusive jurisdiction and licensed Northern California Power Agency's Geothermal Plant 2 on [March 12, 1980/December 29, 1982], 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a CEQA equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Geothermal Plant 2 Unit 4 Overhaul Project is a maintenance project subject to and consistent with the CEC's license as all

work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c) and 15311(c) (Classes 1, 2 and 11 as described in Title 14 of the California Code of Regulations at §§15000 et seq.).

Prior to the presentation of this item, Jane Luckhardt, NCPA General Counsel, briefed the Facilities Committee regarding new requirements for CEQA Guidelines, including findings, and categorical exemptions for public projects. As a Public Agency, NCPA is now required to list any CEQA findings including categorical exemptions as a separate agenda item along with the public project item. These items will be listed on the agenda in the order of the CEQA findings first, and then the public project item next.

In accordance with proper maintenance of Geothermal facilities, NCPA's Geothermal Plant 2 Unit 4 is currently undergoing an overhaul. The Scope of Work for the Geothermal Plant 2 Unit 4 Overhaul Project includes the following:

1. Unit 4 Turbine Rotor 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. Miscellaneous Cooling Tower Maintenance

All of the work described above involves maintaining existing equipment and is regular and recurring work.

ENVIRONMENTAL ANALYSIS:

The CEC licensed NCPA's Geothermal Plant 2 (described in the CEC license as Geothermal Project 3) in 1982. The CEC exercised its exclusive siting authority under its CEQA equivalent program and as such has adopted conditions of certification within its license to address environmental impacts of regular and routine maintenance at this facility. Thus, these activities have already been subject to CEQA equivalent review. To the extent the CEC's license does not cover the Geothermal Plant 2, Unit 4 Overhaul Project, the proposed activities are The Plant 2 Unit 4 Overhaul Project is exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), and 15311(c) of the CEQA Guidelines (Class 1, 2, and/or 11 as applied to electric utility systems). This project consists of routine, recurring maintenance to the existing Steam Turbine Generator. This project will not change the function, size or operation of the Steam Turbine Generator. 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 on October 31, 2012. Thus, this project conforms to these exemptions.

Motion: A motion was made by Basil Wong and seconded by Terry Crowley recommending Commission approval of Resolution 22-126 finding: 1) the CEC exercised its exclusive jurisdiction and licensed Northern California Power Agency's Geothermal Plant 2 on [March 12, 1980 / December 29, 1982], 2) the CEC's power plant site certification program has been certified by the Secretary of Resources as a CEQA equivalent program (14 C.C.R. §15251[j]), 3) all maintenance activities are subject to the conditions of certification adopted by the CEC, 4) the Geothermal Plant 2 Unit 4 Overhaul Project is a maintenance project subject to and consistent with the CEC's license as all work will be done within the existing power plant building, and 5) to the extent this project is not covered by the above, the proposed activities qualify for CEQA categorical exemptions found in the CEQA Guidelines Sections 15301(b), 15302(c) and 15311(c) (Classes 1, 2 and 11 as described in Title 14 of the California Code of Regulations at §§15000 et seq.). A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Redding. The motion passed.

- 3. NCPA Geothermal Facility – Geothermal Plant 2 Unit 4 Overhaul Project Modifying the Scope and Requesting Additional Funds** – Staff presented background information and was seeking a recommendation for Commission approval of an Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project, modifying the scope of work and increasing the total not to exceed amount of this project from \$3,500,000 to \$5,000,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, and authorizing the use of \$1,500,000 from the Maintenance Reserve.

In accordance with proper maintenance of the Geothermal facilities, NCPA's Geothermal Plant 2, Unit 4 is currently undergoing an overhaul. The NCPA Geothermal Plant 2 Unit 4 Overhaul Project was originally approved in the December 2, 2021 Commission Meeting (Staff Report: 244:21 and Resolution: 21-109) with a budget of not to exceed \$3,500,000, with project funds approved to come from the Maintenance Reserve.

During the course of inspections performed as a part of the overhaul by the main contractor, Reliable Turbine Services, LLC ("RTS") and CTi ControlTech, it was discovered that the turbine internals were extensively damaged due to a steam strainer failure which traveled through the turbine. Additional required work has been identified resulting in modifications to the original scope for this project. This work is being evaluated for a potential insurance claim.

Additions to the scope include the following:

- Main stop and control valve repairs
- Roundtrip shipping of Diaphragms
- Diaphragm major repairs
- Mechanical support demobilization and remobilization
- Tops on horizontal joint contact area
- Oil deflector rings repairs

Based on the extent of the damage, RTS required the steam turbine internals to be shipped to their shops located in Missouri and Texas, where the parts will be inspected in greater detail. The result of these inspections may lead to additional changes in scope, schedule, and/or costs. The high contingency of 33% is in relation to the uncertainty of the extent of the damage.

The project is currently funded to \$3,500,000 from the Maintenance Reserve. This amendment will result in an updated total not to exceed amount to \$5,000,000. An additional \$1,500,000 of funds is

being requested from Members for project completion. The proposed project costs is \$1,127,048 with a 33% contingency of \$372,952 bringing the additional project authorization total to \$1,500,000. NCPA staff is recommending funding for these additional services through the Maintenance Reserve. Sufficient funds remain in the Maintenance Reserve to complete the additional work, however, the Maintenance Reserve will need to be replenished over the next three years at \$500,000 per year to offset these expenditures. Any funds received from insurance proceeds will be deposited back into the Maintenance Reserve account.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval of an Amendment to Resolution 21-109 for the NCPA Geothermal Plant 2 Unit 4 Overhaul Project, 1) modifying the scope of work and increasing the total not-to-exceed amount of this project from \$3,500,000 to \$5,000,000, 2) delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, 3) authorizing the use of \$1,500,000 from the Maintenance Reserve, and 4) adding \$500,000 per year for the next three fiscal budget years to replenish the Maintenance Reserve to the extent not recovered from insurance. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Redding. The motion passed.

- 4. PG&E Negotiated Gas Transmission Rate Agreement Extension** – Staff provided background information and was seeking a recommendation for approval authorizing the General Manager or his designee to execute an extension of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E, not to exceed the proposed 2023 volumetric rate.

In July 2016, PG&E implemented a local gas transmission rate increase of 212% which resulted in a 76% decrease in generation at NCPA's Lodi Energy Center (LEC), while competing market generators on the Back-Bone increased only by 6%.

NCPA, working through the Northern California Gas Coalition (NCGC), participated in negotiating a revised rates structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate, allowing NCPA's Combustion Turbines to bid competitively against generators on the back-bone. The capacity factor resumed to normal by the end of 2017. Since that time, NCPA has been successful in maintaining the negotiated rate structure.

The current negotiated rates are set to terminate on December 31, 2022. The California Public Utilities Commission (CPUC) is expected to have a hearing on the Proposed Decision in the third quarter of 2023 (per PG&E's new proposal) for the new rate case. If approved, PG&E is expected to file and implement new rates in the third quarter of 2023. Unless there is an agreement for a negotiated rate between January 1, 2023 and the implementation of the new rate, NCPA's Combustion Turbines will resume the uncompetitive default rate structure last approved by the CPUC.

NCPA and NCGC have been working with PG&E to extend the current negotiated rates as is. Due to retirements and replacements at PG&E, they have been slow to act and commit to anything. It is not clear if PG&E will agree to a clean extension of the expiration date or negotiate any modified terms. As a result of PG&E's delays, the looming expiration date, and the dates of the NCPA committee meetings, staff is recommending that the General Manager be delegated the authority to negotiate and execute terms for this gap period. The negotiated rate structure will allow NCPA's Combustion Turbines (LEC, CT2, and CT1) to be more competitive in the market, which will allow for a higher capacity factor and increased margins.

Motion: A motion was made by Basil Wong and seconded by Terry Crowley recommending Commission approval authorizing the General Manager or his designee to negotiate and execute an extension of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E, not to exceed the proposed 2023 volumetric rate. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 5. Approval of Third Amendment to the Antelope Expansion 1B, LLC Power Purchase Agreement** – Staff provided background information and was seeking authority from the Commission to execute a Third Amendment to the Power Purchase Agreement between Northern California Power Agency and Antelope Expansion 1B, LLC.

Motion: A motion was made by Terry Crowley and seconded by Jiayo Chiang recommending authority from the Commission to authorize the General Manager of NCPA to execute a Third Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC (PPA), including any modifications to Third Amendment to the PPA approved by NCPA's General Counsel, to extend the Outside Commercial Operations Date to February 28, 2023 as may be required. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, and Redding. ABSTAIN = Roseville and Santa Clara. The motion passed.

ADJOURNMENT

The meeting was adjourned at 11:03 am by the Committee Chair.

**Northern California Power Agency
November 28, 2022 Special Facilities Committee Meeting
Attendance List**

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

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

**Northern California Power Agency
November 28, 2022 Special Facilities Committee Meeting
Attendance List**

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

[illegible]



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: January 19, 2023

SUBJECT: Mead & Hunt, Inc. – Five Year Multi-Task Professional Services Agreement for engineering, environmental and regulatory services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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 23-XX authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Mead & Hunt, Inc. for engineering, environmental and regulatory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000.00 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Engineering, environmental and regulatory 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. Mead & Hunt, Inc. is a new vendor for NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with AECOM Technical Services, Black & Veatch, Condor Earth Technologies, GEI Consultants, Provost & Pritchard Consulting Group, and HDR Engineering.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,500,000.00 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 December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task Professional Services Agreement with Mead & Hunt, Inc.

RESOLUTION 23-XX

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH MEAD &
HUNT, INC.**

(reference Staff Report #XXX:23)

WHEREAS, engineering, environmental and regulatory 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, Mead & Hunt, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000.00 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND MEAD & HUNT, INC.

This Professional 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 Mead & Hunt, Inc., a corporation with its office located at 2440 Deming Way, Middleton, Wisconsin, 53562 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

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

specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly by Consultant or by any subcontractors of Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

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

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

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

4.4 All Policies Requirements.

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

4.4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the

payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to damages or claims for damages whether or not such insurance policies shall have been determined to apply but only to the extent caused by Consultant's negligence. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3** The Agency and Consultant are not liable, in contract or tort or otherwise, for any special, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, or similar damages ("damages").

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

Mead & Hunt, Inc.
Attn: Nathan Rockwood
180 Promenade Circle, Suite 240
Sacramento, CA 95834

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, 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 Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

MEAD & HUNT, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

NATHAN ROCKWOOD,
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Mead & Hunt, Inc. ("Consultant") shall provide engineering, environmental and regulatory services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include but not be limited to the following:

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Environmental Studies*
- Regulatory Support*
- Execution Planning
- Operations and Maintenance Evaluation and Support (consulting and engineering only)
- Vendor Quality Assurance
- Construction Management (see note on Public Works projects below)
- Start-up and Commissioning Services (engineering support only)

*These services do not include hydroelectric relicensing services as they will be subject to a stand-alone request for proposals and single task agreement.

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

Effective January 1, 2022

Standard Billing Rates

Clerical	\$84.00 / hour
Technical Editor	\$120.00 / hour
Senior Editor	\$196.00 / hour
Registered Land Surveyor	\$153.00 / hour
Accounting, Administrative Assistant	\$108.00 / hour
Technician I, Technical Writer	\$108.00 / hour
Technician II, Surveyor - Instrument Person	\$124.00 / hour
Technician III	\$143.00 / hour
Technician IV	\$159.00 / hour
Senior Technician	\$170.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$138.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$156.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$176.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$196.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$216.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$249.00 / hour
Senior Associate	\$278.00 / hour
Principal	\$303.00 / hour
Senior Client/Project Manager	\$303.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit) (Title)

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

Mead & Hunt, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: January 19, 2023

SUBJECT: Trinity Consultants, Inc. – Five Year Multi-Task Professional Services Agreement for Air Quality Compliance Support Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Trinity Consultants, Inc. for air quality compliance support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various air quality compliance support services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with Montrose Air Quality Services LLC and Yorke Engineering LLC.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task Professional Services Agreement with Trinity Consultants, Inc.

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH TRINITY CONSULTANTS, INC.

(reference Staff Report XXX:23)

WHEREAS, air quality compliance support 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, Trinity Consultants, Inc. is a provider of these services; and

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

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND TRINITY CONSULTANTS, INC.

This Professional 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 Trinity Consultants, Inc., a Delaware corporation with its office located at 12700 Park Central Drive, Suite 2100, Dallas, TX 75251 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

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

Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2.

COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's initial fee schedule, attached hereto and incorporated herein as Exhibit B. Exhibit B rates may be updated on an annual basis provided Consultant provides Agency with updated rates sixty (60) days in advance. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

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

4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of cancellation of the policies referenced in Section 4.

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

4.4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims are caused by the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

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

contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

Consultant disclaims all warranties, expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purchase. Consultant shall have no liability for damages if the damage is covered by its comprehensive general liability or auto insurance, beyond the limits of the applicable insurance coverage. Consultant will not be responsible or liable for any special, indirect, consequential, incidental, punitive, or exemplary damages arising out of such services of this Agreement, whether such damages are suffered by Agency, any client of Agency, or any other third party, even if Consultant has been advised of the possibility of such damages.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Either party may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice to the other party, provided Consultant may not so terminate this Agreement at any time that it is then obligated to perform Services under an active Work Order.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

Trinity Consultants, Inc.
Attention: Jeffrey D. Adkins, Principal Consultant
7919 Folsom Blvd, Suite 320
Sacramento, CA 95826

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, 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 Services 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

TRINITY CONSULTANTS, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DAVID LARSEN,
CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Trinity Consultants, Inc. ("Consultant") shall provide air quality compliance support services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Preparing periodic compliance reports to the air district and other agencies
- Preparing deviation reports for equipment breakdowns and other violations of permit conditions Tracking new applicable requirements
- Performing feasibility studies related to new and existing regulatory requirements
- Interpreting permit conditions and requirements
- Preparing written submittals, such as permit modifications, permit renewal applications, and variance applications and reports
- Preparing responses to notices of violation and negotiating settlements
- Other air quality compliance-related services can be provided upon request.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

NCPA Price Schedule

(Price schedule subject to annual revision)

January 1, 2022

PERSONNEL SERVICE COSTS		
Service Scale	Job Titles	Rate (\$/hr)
1	Clerical Assistant I	80.00
2	Clerical Assistant II	100.00
3	Technical Assistant I	120.00
4	Technical Assistant II	140.00
T	Travel outside normal business hours	140.00
11	Technician	160.00
12	Consultant I	190.00
13	Consultant II	215.00
14	Consultant III	240.00
15	Consultant IV	260.00
16	Senior Consultant I	285.00
17	Senior Consultant II	305.00
18	Senior Consultant III	325.00
19	Manager I	340.00
20	Manager II	360.00
21	Senior Manager I	380.00
22	Senior Manager II	400.00
23	Litigation Support/Expert Witness	430.00

EFFECTIVE DATE

All charges are based on the price schedule in effect when the charges are incurred. Price schedules are subject to revision annually.

COST INFORMATION FOR AUDIT

Trinity maintains records of all charges for at least one year. A research fee will apply when a client desires documentation of charges.

Consultant may revise the hourly rates each year upon the giving of 60 days' advance written notice to NCPA.

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

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

POLICY ON TRAVEL

Travel time for employees is billed as follows:

1. At the rate of \$140.00 per hour if traveling outside normal working hours.
2. At the full rate if traveling during normal business hours.

REIMBURSED COSTS

All reimbursed costs such as travel, overnight delivery charges, and other services purchased from outside vendors, are billed at cost plus a 15 percent accounting fee.

COSTS OF ITEMS SUPPLIED BY TRINITY

Certain reimbursed cost items are supplied by Trinity Consultants as shown below.

INFORMATION MANAGEMENT

Information and knowledge management costs are billed at 5 percent of total project labor cost. Costs for projects involving extensive scientific computer resources shall be billed up to 30 percent of project labor costs. All projects are subject to a minimum computer charge of \$500.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

Trinity Consultants, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: January 19, 2023

SUBJECT: Nor-Cal Battery Company – Five Year Multi-Task General Services Agreement for Battery Related Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Nor-Cal Battery Company for battery related maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various battery related maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with American Power Systems and Exponential Power, Inc. (pending).

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task General Services Agreement with Nor-Cal Battery Company

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH NOR-CAL BATTERY COMPANY

(reference Staff Report XXX:23)

WHEREAS, battery related 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, Nor-Cal Battery Company is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Nor-Cal Battery Company to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NOR-CAL BATTERY COMPANY**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Nor-Cal Battery Company, a C-corporation with its office located at 3432 Cherokee Road, Suite D, Stockton, CA 95205 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors

shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

Nor-Cal Battery Company
Attention: Phil Estrada
3432 Cherokee Road, Suite D
Stockton, CA 95205

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.

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

NORTHERN CALIFORNIA POWER AGENCY

NOR-CAL BATTERY COMPANY

Date_____

Date_____

RANDY S. HOWARD,
General Manager

JUSTIN BOYCE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Nor-Cal Battery Company ("Contractor") shall provide battery 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:

- Battery Testing - IEEE Capacity, Internal Resistance Capacity
- Battery Maintenance - Preventive, Basic, Extended, Customized
- Battery Installation
- Battery Monitoring - Central Office, Cell Sites, UPS, Remote, VRLA, Flooded
- Temporary Battery Systems - Hot Cuts, Rentals, Emergencies
- Engineering - Designs, Layouts, Material, Logistics
- Project Management - Installation and Multi-Site Scheduling
- Installation and Removal -Telecom, UPS, System Upgrades, Central Office, Cell Site, Substation, Remote Sites, Power Plants, Distribution, Batteries, Grounding, Cabling, Iron Work, Buss Work
- Site Audits - Power, Grounding, Infrastructure
- Spill Containment - Telecom, UPS, Utility, VRLA, Flooded
- Logistical Support - Labor, Material Procurement, Site Delivery, Warehousing
- Certified Battery Disposal - Removal and Recycling I Disposal of Lead Acid Batteries
- Training - System Design, Batteries, Power, Applications, Sizing, Safety, Maintenance

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Normal Hours: \$125.00/Hour

Off Hours Weeknights and Saturday: \$187.50/Hour

Sunday / Holidays / Holiday Weekends: \$250.00/Hour

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Nor-Cal Battery Company

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report – *DRAFT*

COMMISSION MEETING DATE: January 19, 2023

SUBJECT: Sabah International Incorporated – Five Year Multi-Task General Services Agreement for Fire System Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

Approve Resolution 23-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sabah International Incorporated for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various fire system maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with Bay Cities Fire Protection, Bay Cities Pyrotector and ORR Protection Systems, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Committee review and approval.

AFTER FACILITIES APPROVAL: On December 7, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

AFTER LEC PPC APPROVAL: On December 12, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 23-XX
- Multi-Task General Services Agreement with Sabah International Incorporated

RESOLUTION 23-XX

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SABAH INTERNATIONAL INCORPORATED

(reference Staff Report XXX:23)

WHEREAS, fire system 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, Sabah International Incorporated is a provider of these services; and

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

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

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

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SABAH INTERNATIONAL INCORPORATED**

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 Sabah International Incorporated, a corporation with its office located at 5925 Stoneridge Drive, Pleasanton, CA 94588-2705 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed,

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

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

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

Section 11. WARRANTY.

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

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any

Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Sabah International Incorporated
Attention: Matt Ramsey
5925 Stoneridge Drive
Pleasanton, CA 94588

With a copy to:

Sabah International Incorporated
Attention: Contracts Department
5925 Stoneridge Drive
Pleasanton, CA 94588

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

SABAH INTERNATIONAL
INCORPORATED

Date_____

Date_____

RANDY S. HOWARD,
General Manager

MATT RAMSEY,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Sabah International Incorporated ("Contractor") shall provide fire system 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.

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

- Fire Alarm System Testing, Inspection & Maintenance
- Security System Testing & Maintenance
- Special Hazard Suppression System I Hood Inspections
- Detection – PA
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- Leak Detection Inspection Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection I Fire Pump I Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications
- Critical Inventory Maintenance

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Hourly Rates – Effective 06/20/2022 (subject to change)

Sabah Technician Labor	Sabah International	
Service (minimum 4 hours)	*Contract	Non-Contract
M-F; 8am-5pm	\$205	\$256
M-F; 5pm-8am	\$308	\$385
Saturday	\$308	\$385
Sunday and Holidays	\$410	\$513
Trip Charge	\$80	\$100
Temporary Fuel Surcharge	\$24	\$24

Sprinkler Labor	Pleasanton Office	
Service (minimum 4 hours)	*Contract	Non-Contract
M-F; 8am-5pm	\$216	\$268
M-F; 5pm-8am	\$338	\$418
Saturday	\$338	\$418
Sunday and Holidays	\$450	\$560
Trip Charge	\$80	\$100
Temporary Fuel Surcharge	\$24	\$24

These rates are portal-to-portal with a four (4) hour minimum.

Contractor may revise the hourly rates upon 30 days' advance written notice to NCPA. If the Parties cannot agree on revised rates, NCPA may terminate the Agreement.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Sabah International Incorporated

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: January 19, 2023

SUBJECT: Authorize Northern California Power Agency General Manager to Execute Confirmation Number 0280 for EvapTech, Inc. Services to the City of Roseville/Roseville Electric Utility and Issue a Purchase Order Under the Support Services Program

AGENDA CATEGORY: Consent

FROM:	Monty Hanks Chief Financial Officer/Assistant General Manager	METHOD OF SELECTION: <i>Other</i>
Division:	Administrative Services	<i>Roseville Acknowledged Satisfaction of City's Purchasing Policies</i>
Department:	Accounting & Finance	

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

RECOMMENDATION:

Subject to approval by the Roseville City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 23-01 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0280 with a not-to-exceed amount of \$282,320.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to EvapTech, Inc. for cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities.

BACKGROUND:

The City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

In October 2022 the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for EvapTech, Inc. to provide cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities during its Spring 2023 outage. Pursuant to the EvapTech, Inc. proposal, the cost for the services is \$260,645.00. In addition, Roseville staff has requested the addition of a \$20,000.00 contingency to allow for additional services as may be requested.

If approved, Confirmation Number 0280 states that NCPA agrees to provide the requested services through its contract with EvapTech, Inc. in the amount of not-to-exceed \$280,645.00. There is no guarantee that the full amount of possible services will be paid to EvapTech, Inc. but is merely a limit of potential expenditures for services under Confirmation Number 0280. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$282,320.00.

This item will be considered by the Roseville City Council at an upcoming meeting, and is subject to that approval.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by EvapTech, Inc. to Roseville will be billed to and paid by Roseville pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Roseville.

SELECTION PROCESS:

Roseville will utilize EvapTech, Inc. services through NCPA's Support Services Program and has confirmed through submission of its Task Request that it is responsible for satisfying the City of Roseville's Purchasing Policies.

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:

On December 7, 2022, the Facilities Committee will review this item.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-01
- Proposed Confirmation Number 0280

RESOLUTION 23-01

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0280 FOR EVAPTECH, INC. SERVICES TO THE CITY OF ROSEVILLE/ROSEVILLE ELECTRIC UTILITY AND ISSUE A PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #100:23)

WHEREAS, the City of Roseville became a signatory to the NCPA Support Services Program Agreement (SSPA) on October 5, 2015, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, the City of Roseville/Roseville Electric Utility (Roseville) submitted a Member Task Request under the SSPA for EvapTech, Inc. to provide cooling tower maintenance, rehabilitation, and parts supply for the Roseville Energy Park facilities during its Spring 2023 outage. Pursuant to the EvapTech, Inc. proposal, the cost for the services is \$260,645.00. In addition, Roseville staff has requested the addition of a \$20,000.00 contingency to allow for additional services as may be requested; and

WHEREAS, Confirmation Number 0280 states that NCPA agrees to provide the requested services through its contract with EvapTech, Inc. in the amount of not-to-exceed \$280,645.00. There is no guarantee that the full amount of possible services will be paid to EvapTech, Inc. but is merely a limit of potential expenditures for services under Confirmation No. 0280. With the addition of NCPA's administrative fees which will be billed out as actually incurred, the total amount expended under the Confirmation will not exceed \$282,320.00; and

WHEREAS, this item will be considered by the Roseville City Council at an upcoming meeting and is subject to that approval; 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, subject to approval by the Roseville City Council of the requested services under the terms of the Support Services Program Agreement, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0280 with a not-to-exceed amount of \$282,320.00, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to EvapTech, Inc. for cooling tower maintenance, rehabilitation, and parts supply for the City of Roseville/Roseville Electric Utility.

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

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

JERRY SERVENTI
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the amount of not-to-exceed \$280,645.00 for the EvapTech, Inc. work described in paragraph 3. The amount includes the proposal amount of \$260,645.00, plus a \$20,000.00 contingency. The dollar amount is not a guarantee that the full amount will be paid to EvapTech, Inc. but is merely a limit of potential expenditures under this Confirmation.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member:

EvapTech, Inc. shall provide cooling tower maintenance, rehabilitation, and parts supply services for the Roseville Energy Park generation facilities located at Phillip Road, as more fully detailed in the revised proposal dated November 18, 2022, copy attached as Exhibit "A".

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not to exceed \$1,675.00 (\$685.00 to develop the Confirmation and first month of administration, plus \$165 per month for six additional months) to be billed as costs are actually incurred, in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$282,320.00.

5. A Security Account deposit is not required for this Confirmation.

Date: _____

Date: _____

Participating Member:

CITY OF ROSEVILLE

By its Designated Representatives:

NORTHERN CALIFORNIA POWER AGENCY

Daniel Beans, Electric Utility Director

Randy S. Howard, General Manager

And

Michelle Sheidenberger, City Attorney

Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

EXHIBIT "A"

Confidential Property of EvapTech Inc.



Roseville Energy Park
5120 Phillip Road, Roseville, California 95747

Submitted by

EvapTech, Inc.
2644 South 96th Street, Edwardsville, Kansas 66111
www.evaptech.com (o) 913-322-5165 (f) 913-322-5166

Joe Padilla
Business Development Manager - West, EvapTech
jpadilla@evaptech.com (c) 530-957-4793

Evapjet, Opti-Bar, Opti-Pak, Techclean, are registered trademarks of EVAPCO, Inc.
Franklin Fill, Franklin Eliminators, SafeWall, FireStop are trademarks of EvapTech,



Prepared by Chris Bickerstaff
CBickerstaff@evaptech.com
(913)322-5165



Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

Cooling Tower Data

Marley 4-cell wood-structure counterflow cooling tower, each cell measuring approximately 48' long x 48' wide with a 28' diameter, 10-bladed fan and a 250hp motor.

Scope of Work

During April of 2023, perform the following scope of work, working one cell at a time:

- Remove the four fans and replace with a new Marley HP7336-10 fans on the existing gearboxes.
- Provide a spare Addax driveshaft, model LRA850_625-SS-128.500.
- Perform a basic inspection and detailed mechanical inspection as defined on page 9 of this proposal.

Price Details

<i>Prevailing Wage Labor, Supervision, & Equipment (includes hardware & consumables) -</i>	<i>\$90,765</i>
<i>Four HP7336-10 Fan Assemblies -</i>	<i>\$128,435</i>
<i>LRA850_625-SS-128.500 (materials only) -</i>	<i>\$5,800</i>
<i>Estimated Freight (Actual Invoiced at PPA+10%) -</i>	<i>\$8,600</i>
<i>Basic & Detailed Mechanical Inspection -</i>	<i>\$8,295</i>
<i>Estimated Sales Tax (7.75% of Material & Labor) -</i>	<i>\$18,750</i>
TOTAL -	\$260,645

Customer and EvapTech Responsibilities Summary

EvapTech will furnish the proposed labor & construction requirements on the following basis:

Description	Responsible Party
Supervision, Labor (Non-Union) & Small Tools	EvapTech
Equipment – Material Handling (forklift)	EvapTech
Equipment – Access (MEWP - mobile elevated work platform)	Not Required
Equipment – Lifting (crane)	Others
Sanitary facilities with disposal & Potable Water	EvapTech
Receive, unload, and store material deliveries	EvapTech
Electrical Wiring, if applicable	Not Required
Dumpsters & disposal for non-hazardous materials	Others
Hazardous or asbestos material abatement w/disposal	Not Required
Protection of cold water basin water from falling debris	Not Required
Isolate cooling tower (or cell) water and power	Others
Provide electrical power for hand tool use (3 to 4 outlets, GFI 30 amps, 110 V, within 10' of tower)	Others
Permit-required confined space (Hole watch, Respirators, Monitoring, etc.)	Not Required
Building permits, certificates, special licenses and/or PE stamps	Not Required
Offsite training, drug testing, background checks, etc.	Not Required
Site-Specific Dedicated Safety Manager (in lieu of safety management by superintendent)	Not Required



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Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

Pricing Notes

a) Proposal Validity – December 31, 2022

- **NOTE:** Currently lumber, steel, & resin products (such as FRP structural members & plastic fill), mechanical equipment (such as gears, motors, & fans) and freight are all experiencing significant market instability. EvapTech has assumed current costs and availability. Though in normal market conditions, significant leeway can often be assumed, the present conditions require that the proposal validity date be considered firm and final. After this date, price and often significant schedule adjustments may be required due to market volatility.

b) Schedule:

- Mobilization: 12 – 16 weeks ARO
- Schedule: 5 – 6 persons @ 4 – 5 days / 10 hours per day / 6 days per week

c) Freight & Taxes:

- Freight prepaid and added at cost plus 10%.
- EvapTech proposal prices do not include the costs of sales tax or use tax unless explicitly stated and identified with a dedicated line item. Sales tax will be billed unless an exemption certificate or direct pay permit is provided. If use tax is applicable as determined by project location and contract type, then a change order will be required to adjust the material portion of the contract by the applicable use tax rate. Note that payroll taxes are always included in the proposal price.

d) Contract Terms:

Per 2021 NCPA MTGSA ESA Agreement.

e) Comments:

- Any subdivision of pricing is for reference only and assume purchase of the total scope.
- EvapTech reserves the right to subcontract any or all portions of the work to be performed, but such subcontracting shall not relieve EvapTech of any of its liabilities.
- All quoted delivery schedules are based upon EvapTech's receipt of customer's written purchase order, in good form, within two weeks after receipt of notice to proceed.
- The schedule includes an estimated crew size, work-day, and work-week. EvapTech may adjust these aspects of the work plan to complete the scope of work within schedule in the safest and most cost-effective way. Lump sum prices will not be adjusted unless the scope is modified.
- Price includes two hours per employee for badging, permitting, lockout/tagout, etc. Additional delays due to site procedures or to tower inaccessibility caused by concurrent work will be billed as T&M. Superintendents are available for a maximum of one hour per week for site meetings.
- EvapTech's standard practice is to send extra materials to cover unforeseens of shipment or emergent work. Any materials remaining at demobilization is considered property of EvapTech.
- Any material testing for disposal is to be performed by others prior to EvapTech's mobilization to site and all manifesting of disposed materials is by others.
- See EvapTech Construction Standards below for scope execution assumptions.
- Standard qualification documents including W9 & Trade References can be found [here](#).
- EvapTech's standard assumption is that fan hub removal will require up to 10 labor hours and the use of a 5000lb puller. If the hub and/or shaft condition prevents this method, the additional time to remove the fan and gearbox to grade and apply heat (provided by others) for removal or send the gearbox to a local shop for removal will be billed as T&M.

Confidential Property of EvapTech Inc.



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Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

EvapTech Safety

EvapTech field services approach all projects with a focus on safety, efficiency, and quality. Our safety programs are updated annually to include industry best practices and maintain a stellar rating with multiple contractor management services.

Avetta ID#: 3467

ISNetwork ID#: 400-142642

EvapTech's 2022/2023 **EMR is 0.81** and has **never** been higher than 1.0! EvapTech will execute the project using EvapTech staff trained to execute our projects as designed using the most advanced erection techniques to assure on-time performance, a quality product, and an impeccable safety record. A review of our enclosed safety statistics reveals the dedication to safe site erection labor.

Please note that EvapTech provides our safety information on third-party letterhead and with the original OSHA documentation. This ensures that EvapTech is providing current, fully accurate representation of our safety performance.

Year	OSHA Recordable Rate	EMR
2022	TBD	0.81
2021	0.95	0.72
2020	0.98	0.62
2019	0.80	0.58



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Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

EvapTech Construction Standards

Please review the below comments describing EvapTech's minimum standards. If EvapTech is aware of additional project/facility-specific requirements, the comment will be amended to include it. If a project/facility-specific requirement is not addressed, then additional costs may apply in order to meet those requirements.

- Screening – EvapTech's standard drug testing policy includes at least a 5-panel urine test at hire with a 10% random chance of a 10-panel urine test each month. EvapTech's standard background check policy includes E-Verify social security number confirmation at hire and a criminal records check (up to \$150/employee) as required.
- Training – EvapTech includes 15-minutes per employee for customer-provided site-specific training and two hours per employee for EvapTech's site-specific safety orientation. In addition, each day includes a 15-minute morning safety meeting held prior to that day's work. All established EvapTech field employees are OSHA 10 card holders. All established EvapTech supervising personnel are OSHA 30 card holders with three-year-or-better recency.
- Dedicated Personnel – EvapTech assumes that on-site safety, QAQC, and mobile-elevated-work-platform monitoring (as defined by ANSI A92) is the superintendent's responsibility to perform directly or, if desired, by delegation. If the crew size is 25 persons or more, then a dedicated on-site safety coordinator will be designated. Equipment in use, or groups of like equipment if operating in close proximity, will have a single dedicated spotter.
- Personal Protective Equipment – EvapTech's standard PPE includes safety glasses, hardhat, safety-toed boots, full leg covering, long-sleeves, hi-vis shirts/vests, fall protection per OSHA code 1926 and – as required – gloves.
- Site Conditions – EvapTech assumes open and unobstructed area for a distance equal to the height of the fan deck above grade on all four sides of the cold-water basin, material laydown area within 100', stable ground for equipment, crew parking within ¼ mile, rest & office area within 150', and that approved work areas are appropriate for equipment, storage, and construction traffic without the need for site restoration. The tower surroundings will be maintained or returned to mobilization conditions. If events outside of EvapTech control such as adverse weather or work by others contributes to degraded conditions, then site restoration will be performed on a T&M basis.
- Basin Conditions – EvapTech assumes the basin curb is no more than 5' above grade and that the collection basin drained and substantially clean prior to EvapTech's arrival on site. If the basin was free of mud prior to mobilization, EvapTech will broom sweep the basin if required during cleanup. For muddy basin, cleaning will be limited to removal of any debris larger than 4" square.
- Deliveries – Material and dumpster delivery may require unrestricted or timely access for trucks to enter the property to reach the tower. Mobilization and/or demolition may require as many as ten delivery/pickups per day.
- Weather – EvapTech's standard practice is to add one day per ten days of the schedule as non-work weather days. Non-work weather days include adverse weather days, weather preparation days, and weather recovery days which impact at least 50% of the scheduled work hours. Adverse weather days are assumed to be any day with more than 0.1" of precipitation, heat index above 100°F, wind chill below 0°F, and/or winds in excess of 20mph. Weather recovery days are those in which prior adverse weather days have made the site conditions unworkable. In the event additional non-work weather days are experienced, the schedule will be extended one day per non-work weather day. EvapTech may choose to bill labor per diem and equipment rental for excess non-work weather days.
- Lockout/Tagout – EvapTech-supplied locks will be placed on equipment prior to work being performed in a cell.
- Confined Space – EvapTech assumes that the tower is a non-permitted confined space with no atmospheric or engulfing hazards. As such no rescue teams, dedicated hole watch, respirators, or air testing/monitoring is required.
- Reporting – EvapTech can provide daily reports summarizing the day's activities. If schedule updates or progress reporting are required, such will be developed in Excel or Project for import into preferred software by others.

Confidential Property of EvapTech Inc.



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(913)322-5165



Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

EvapTech Financial Strengths

EvapTech, Inc. is a wholly owned subsidiary of Evapco, Inc. Unlike some suppliers in the field erected cooling tower industry, EvapTech operates from a position of financial strength that provides our customers peace of mind when executing large contracts. We highly recommend a thorough review of all bidders' financial risk and would like to proactively offer the information below detailing EvapTech's strong financial position.

- Payment Term Flexibility - Within the context of mutually agreeable contract terms, because of Evapco's strong cash position, EvapTech can accept payment terms beyond Net 30 on a case-by-case basis if this is of benefit to our customers and is open to other flexible payment arrangements.
- Bonding & Insurance - Because of the strong history mentioned above, EvapTech can satisfy nearly any project bonding or insurance requirements. Please contact EvapTech for specifics if required.
- Financial References - Evapco has long standing relationships with our surety (RCM&D/Travelers) and bank (Bank of America), and a good faith letter is always available if requested. Additionally, EvapTech has a long history of strong supplier relationships based on prompt payment available for reference:
 - Amarillo Gear Company: Amarillo, TX (806) 622-1273
 - Hudson Products Corporation: Beasley, TX (281) 396-8165
 - Infinity Fasteners: Lenexa, KS (913) 438-2252
 - Ryan Transportation Services: Overland Park, KS (913) 310-2204
- Established History - EvapTech has been in business as an Evapco subsidiary since 2005, while Evapco has been in business since 1976.
- Employee Owned - Evapco is a participating ESOP company since 1984, with all employees receiving Evapco stock after just one year of service. This fosters a culture of financial responsibility and a long-term outlook among all employee-owners.
- Diversification - Evapco provides & manufactures a [full spectrum of heat transfer products](#) for several industries, allowing our company to maintain its strong financial position through downturns in any particular industry or product type.
- Private Company - Evapco is a private organization and does not publish financial statements, but we are happy to share this information when required via conference call. Please contact EvapTech's Controller, Laura Chilcote, at (410)756-2600x3446 or lchilcote@evapco.com if a financial statement review is beneficial.



FEIN 20-2114254
DUNS# 186712662



52-1059673
080546625



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Confidential Property of EvapTech Inc.

Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

EvapTech Standard Terms and Conditions

1. Taxes and Permits

All taxes are excluded in the quoted price, unless otherwise stated. Sales Tax, Personal Property Tax, Use Tax, Excise Tax, or other taxes imposed by Federal, State, or municipal authority and incurred by **EvapTech** through performance on the contract shall be to the Purchaser's account and are in addition to the prices quoted in the proposal except as noted in this proposal. **EvapTech** shall not be responsible for any additional costs associated with the Purchaser's tax exemption certificate and the governing body's acceptance of it. Permits as required for business purposes are included in this proposal. Any project specific permits shall be supplied by others.

2. Payment Terms and Schedule

100% materials and labor will be invoiced progressively as material & equipment are delivered or available for shipment to the jobsite and as work progresses (monthly, based upon percent complete). Unless otherwise agreed, all payments shall be received at **EvapTech** within thirty (30) days of presentation of an invoice. Payments not received by the due date shall be subject to a monthly interest charge at the rate of 1% per month or the maximum allowed by law, whichever is less, due and payable until the payment is received.

3. Warranty

EvapTech warrants to Purchaser that the equipment manufactured by it is free from defects in material, workmanship and design under normal use and service for a period of eighteen (18) months after completion of erection or twelve (12) months after initial operation, whichever occurs first. Initial operation is defined as the date of first heat load of the equipment. All auxiliary equipment not manufactured by **EvapTech** carries such warranty as given by the manufacturer thereof and which is hereby assigned to Purchaser.

4. Implied Warranties Disclaimer:

The warranties furnished by **EvapTech** as expressly included herein constitute **EvapTech's** sole obligation hereunder and are in lieu of any other warranties or guarantees, express or implied, including warranties of merchantability or fitness for a particular purpose.

5. Disclaimer of Consequential Damages:

Neither party shall be liable to the other party for lost profits, lost savings, personal injuries, incidental damages, economic loss, loss of capability to generate power, losses arising out of failures of the cooling systems, property damage, or any other consequential, incidental, indirect, or punitive damages, even if a party has been advised of the possibility of such damages.

6. Purchaser's Negligence and Insurance:

EvapTech shall not be responsible for losses or damages arising out of the negligence of the Purchaser, its employees, agents or architects or losses for which the Purchaser has agreed to provide insurance. In the event that both **EvapTech** and the Purchaser are negligent and the negligence of both is proximate cause of the accident, then in such event each party will be responsible for their portion of the liability or damages (excluding consequential or indirect damages which are disclaimed by **EvapTech**) resulting there from equal to such party's comparative share of the total negligence. Both **EvapTech** and the Purchaser hereby agree to mutually waive any rights which each may have against the other with respect to subrogation under any policy of insurance relating to the equipment or services provided under this contract.

7. Limitation of Liability:

In no case shall any of the Parties be liable to the other for moral, special, punitive, consequential or indirect damages, damages, loss of profit, loss of business, loss of contract and / or loss of profits that could be suffered by any of the Parties and that are derived or related to the performance or breach of this Agreement by the other Party; provided that liquidated damages and damages flowing from a breach of confidentiality shall not be considered consequential damages. By way of example and not limitation, damages flowing from an inability to generate power (whether full or partial capacity), shall be considered to be consequential damages so excluded. **EvapTech's** overall cumulative liability for damages to the Purchaser arising under or in relation to this Agreement will in no event exceed an amount equal to one hundred percent (100%) of the Agreement Price; provided, however, such limitation of liability shall not apply to, and no credit shall be issued against such limitations for the proceeds of insurance required under this Agreement.

8. Force Majeure:

Neither party shall be liable to the other party for any delays or failures in performance beyond its reasonable control including, without limitation, acts of God or of the public enemy, freight embargoes or transportation delays, shortage of labor, inability to secure material at current prices or on account of shortages thereof, any existing or future laws, acts, orders, rules or regulations issued by any official or agency of the Federal or of any State Government; and each party agrees to make a good faith effort to perform its obligations in the event of such an occurrence.

9. Safer Federal Workforce Task Force:

By entering into the transaction contemplated herein, EvapTech, Inc. and its affiliates do not agree to be subject to Executive Order 14042, dated September 9, 2021 (or any modification thereof) or any requirements of the Safer Federal Workforce Task Force.



Prepared by Chris Bickerstaff
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Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

Hudson Ranch Power I Geothermal Fill Replacement

Calipatria, California

Owner: Hudson Ranch Energy Service (Energy Source Minerals)
Contact: Paul Hanson – Sr. Process Engineer
Phone: (760) 693-2275
Email: phanson@energysource.us.com

Replaced extremely fouled fill in seven large cooling tower cells with new EvapTech VertiClean anti-fouling film fill, as well as new drift eliminators, during a 20-day outage. (21004398)



Bonanza Power Plant

Vernal, Utah

Owner: Deseret Power Electric Cooperative
Contact: Colin Lewis – Project Manager
Phone: (435) 781-5716
Email: clewis@deseretpower.com

Structural rebuild and fiberglass material conversion for a 16-cell wood counterflow cooling tower during two-time sensitive consecutive outages. Scope also included fill, drift eliminators, partition walls and fan deck. (19003353)



Lawrence Livermore National Laboratory ECFM Project

Livermore, California

Owner: Lawrence Livermore National Laboratory
Contact: Roy Bayani – Contract Analysis
Phone: (925) 424-5322
Email: bayani1@llnl.gov

New 6-cell fiberglass counterflow FM approved cooling tower for the Exascale Computing Facility Modernization (ECFM) Project. This cooling tower helps enable supercomputers that are capable of one quintillion calculations per second to the NNSA laboratories including LLNL, Los Alamos, and Sandia. (20003913)



Calpine Geysers Unit 14 Rebuild

Middletown, California

Owner: Calpine
Contact: Ryne Pearce – Project Manager
Phone: (707) 431-6140
Email: Ryne.Pearce@calpine.com

Structural rebuild for a fire damaged 10-cell wood crossflow cooling tower. Scope also included fill, drift eliminators, & distribution basins. Passed thermal performance test at 103%. This project was just one of four major cooling tower refurbishments that Evaptech safely completed at the Geysers facility. (20003816)



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Roseville Fan & Gearbox Replacement

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INSPECTION SERVICES

Cooling tower inspections are a vital part of proper maintenance. However, the scope can vary both in delivery and expectation. EvapTech offers the following standard inspection services for consideration.

Any maintenance or repair work is not included with a standard inspection scope; discovery work will be performed during inspection will be performed on a T&M basis. The inspection crew sent will be minimal and often not sufficient for significant discovery work without additional mobilization costs.

Standard inspections assume access to at least one cell at a time with no more than one hour of LOTO time between cells and that the tower is a non-permitted confined space without known atmospheric or engulfing hazards. If facility requirements include a dedicated hole watch, this will incur an additional cost. Otherwise, EvapTech's lockout/tagout and confined space procedures will be followed.

Summary Inspection

The tower will be visually evaluated – even during operation – by representatives & regional managers who will provide recommended action items in consideration of budget, schedule, & criticality.

Basic Inspection

The cooling tower inspection will be performed by experienced construction personnel to provide an overview of structure, fill media, drift eliminators, distribution piping & nozzles, fan stacks, and mechanical equipment. A preliminary report will be provided within 1 – 3 days with initial recommendations and a formal inspection report with photos will follow within 3 – 4 weeks. A sample report can be found [here](#).

Inspections will be scheduled for execution within a two-week window with the exact date of inspection coordinated one week before mobilization. Additional costs will apply if an exact date is required during the months of March, April, May, September, October, or November. In addition, the formal report may require up to 4 – 6 weeks to complete, though the preliminary report will be provided within 1 -3 days.

Detailed Mechanical Inspection

In addition to the basic inspection, the mechanical equipment – fan assemblies, motor, and gear reducer – will be inspected in accordance with the [EvapTech](#) 18-Point Maintenance. This inspection includes documenting settings such as blade tracking, tip clearance & pitch angle and motor & gearbox alignment.

Detailed Structural Inspection

In addition to the basic inspection, particular attention will be paid to the condition of all accessible structural members. Any members found to be in poor condition will be marked for replacement on a sketch of the tower structure which will be provided with the inspection report. More thorough structural inspections using laboratory testing or engineer evaluation is available, if required.

Detailed Fill Inspection

In addition to the basic inspection, the fill will be inspected thoroughly and weighed. A full depth of fill will be removed from one bay in each cell and each removed pack will be weighed. The removed fill will be replaced and the fill weights will be provided in a table included with the inspection report.



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Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

COOLING TOWER 18 POINT MECHANICAL INSPECTION CHECKLIST

MECHANICAL EQUIPMENT SUPPORT SYSTEM

1. Inspect mechanical equipment support and drive shaft guards.

FAN ASSEMBLY

2. Check fan blade pitch for uniformity.
3. Check fan blade tip track and tip clearance.
4. Check fan blade for loose or corroded hardware.

GEARBOX

5. Check gearbox pinion shaft backlash.
6. Check gearbox pinion shaft for leaks.
7. Check gearbox fan shaft for leaks.
8. Check pinion and fan shaft bearings for smooth operation.
9. Inspect Oil line and fittings for leaks or corrosion.
10. Check gearbox oil level at the gear
11. Check adjustment of dip stick or sight glass placard.
12. Inspect gearbox hold-down bolts for signs of loose hardware. Check if gearbox is dowelled down.

DRIVESHAFT

13. Inspect driveshaft grommets or flex elements.
14. Check driveshaft for loose or missing hardware.
15. Check driveshaft alignment.

MOTOR

16. Check for smooth operation.
17. Check shaft for radial movement.
18. Check hold-down bolts for loose or missing hardware.

NOTE: Pricing does not include blade correction, realignment of driveshaft, or replacement of gear oil or motor grease. These scopes can be completed on a T&M basis when the mobilized crew and available material allows.

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Roseville Fan & Gearbox Replacement

EQ22-0738.3

November 18, 2022

TIME & MATERIAL RATE SCHEDULE

Labor Type: Open Shop (prevailing wage Carpenter – Plater County)

Expiration Date: 03/31/2023

Classification	Straight Time	Hourly Rates			Per Diem
		Overtime	Holiday		
Superintendent	\$172.61	\$238.24	\$303.88		\$160.00
Foreperson	\$136.38	\$183.89	\$231.40		\$125.00
Carpenter	\$125.00	\$166.83	\$208.65		\$105.00
Laborer	\$47.41	\$66.14	\$84.86		\$105.00

- 1) Labor rates are inclusive of base wages, payroll taxes, workers' compensation insurance, tools, consumables, overhead and profit.
 - 2) Overtime rates are applicable to all hours worked in excess of 40 hours for the work week Monday through Friday. Saturday and Sunday are overtime days.
 - 3) Holiday rates apply on all federal holidays plus the fourth Friday of November and December 24th.
 - 4) Workers mobilized from outside the area will be paid living expenses for each day worked, travelled and on standby. Travel time will be paid hourly at the straight time rate plus per diem. Standby time for unworked weekdays will be paid two hours at the straight time rate plus per diem.
 - 5) Field Safety will be billed at Foreperson hourly rates and per diem rates. Site Project Manager will be billed at Superintendent hourly rates and per diem rates.
 - 6) Emergency work (defined as work requiring ≤ 4 business days for mobilization) will be billed with a 1.1 multiplier on hourly rates and a 2.0 multiplier on per diem rates.
 - 7) Overtime and per diem will be calculated differently when both T&M and lump sum work is performed. The percentage of total hours for the week worked as overtime will be applied to the total T&M hours to determine the overtime T&M hours. The percentage of total hours which were T&M hours will be applied to the total per diem to determine the T&M per diem.
 - 8) If lodging cannot be found within 10 miles from site for less than \$100/night, then per diem may be increased to cover the difference.
 - 9) Some scopes may require rental facilities or tool shipments which would be billed at the rates below.
 - 10) Office support will be billed at the following hourly rates when applicable: Staff (\$100), Designer (\$150), Safety Manager (\$150), Engineer (\$200).
- Materials incorporated into the work will be billed at invoiced cost plus 15%.
 - All third-party equipment rentals (including fuel and disposal fees, if applicable) and subcontracted trades will be billed at invoiced cost plus 10%.
 - Freight will be billed at cost plus 10%.
 - Sales & use taxes are not included.

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Commission Staff Report

COMMISSION MEETING DATE: February 23, 2023

SUBJECT: Revised Deposit Calculation for Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements

AGENDA CATEGORY: Discussion/Action

FROM:	Monty Hanks Assistant General Manager/CFO	METHOD OF SELECTION:	N/A
Division:	Administrative Services		
Department:	Accounting & Finance		

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

RECOMMENDATION:

Approve Resolution 23-XXX authorizing revised deposit calculation requirements for the Schedule Coordination Program Agreements, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Service Agreements (collectively “Programs”) and approving the General Manager or his designee to temporarily implement revised deposit requirements until respective program agreement terms are amended. The revised Schedule Coordination Program Agreements deposit calculation will be based on the highest two months of estimated CAISO costs, and the revised deposit calculation for the other Programs will be based on the highest single-month contract cost(s) plus the two highest months of negative Mark-to-Market.

BACKGROUND:

The Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program. The identified agreements are:

Amended and Restated Scheduling Coordination Program Agreement (SCPA)

Scheduling Coordination Services include but are not limited to, the submission of schedules and bids on behalf of members, obtaining and maintaining settlement quality meter data, performing outage coordination for planned and unplanned outages, validation and reconciliation of CAISO settlement charges and credits, and allocating CAISO charges and credits among the members.

Third Phase Agreement (TPA) “Power Purchase Agreements”

Participants in a TPA have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects including entering into a Power Purchase Agreement (PPA) with a counterparty on behalf of a member participant. For NCPA to fulfill the obligations of the PPA, member participants agree to take delivery of and pay for such electric capacity and energy and to pay NCPA for all costs it incurs for undertaking the foregoing activities.

Market Purchase Program (MPP)

The MPP is a joint action activity under which NCPA is enabled to transact energy-related products to meet a member participant’s need for a period of up to five (5) years forward. Transaction activities are performed using Commission-approved transaction instruments in accordance with the Amended and Restated Market Purchase Program Agreement.

Gas Purchase Program (GPP)

The GPP is a joint action activity under which NCPA is enabled to purchase natural gas supply to meet a member participant’s need for a period of up to five (5) years forward. Transaction activities are performed using Commission-approved transaction instruments in accordance with the Natural Gas Program Agreement.

NCPA Green Power Program (NGPP)

The NGPP was established to allow a member participant to jointly pursue eligible renewable resources in the form of Power Purchase Agreements, Project Agreements, or through funding of project development activities that result in Power Purchase Agreements or similar types of agreements that count toward Renewable Portfolio Standard obligations.

Single Member Services Agreement (SMSA)

A member participant in a SMSA has executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects including entering into a SMSA providing Member Advisory Services, Agency Services, Pooled Subscription Services, and Power Procurement Services.

Security Deposit Requirements

Section 10.1 of the SCPA details the following Security Deposit Requirements:

“...a Participant shall deposit into the Balancing Account held by NCPA an amount equal to the highest three (3) months of estimated CAISO invoices for the succeeding twelve (12) months...”

The contractual language for the Security Deposit Requirements for the other non-SCPA Programs have similar contractual language stating:

“...a Participant shall insure that sufficient Security Deposit funds have been deposited with and are held by NCPA equal to the highest three (3) months of estimated [Project Costs / Commodity Costs, etc]...”

NCPA’s 2021-2026 Strategic Plan identified a goal to review the reserve and program security deposit policies to ensure collected balances are meeting the emerging market risks and opportunities. In conjunction with that goal and the member sentiments about Deposit Requirements for the programs, staff issued an RFQ for a Reserve and Program Security Deposit Study in May 2022. NCPA selected Utility Financial Solutions (UFS) to perform the study and work commenced in June. Over the last few months, staff met several times with UFS providing documentation, answering questions, and reviewing each project reserve and program deposit requirement. The draft recommendations were reviewed with the Finance Committee at a Special Meeting in September prior to reviewing this study with the Facilities and LEC Project Participant Committee over the months of October through December.

The consultant’s draft recommendations were based on industry best practices, and in regards to the SCPA program, UFS recommended that NCPA collect the highest two months of estimated CAISO costs (an amount roughly equal to what NCPA is holding today) instead of the three months currently required by the program agreement. This was largely based on NCPA’s cash flow with the timing of collections from participants and payments to CAISO.

Revised Deposit Calculation for Power Management Services Programs

February 23, 2023

Page 4

Each of the non-SCPA Program related agreements have unique attributes in that:

1. Each respective contract has a value; and/or
2. Each contract will – at some point - be scheduled into the CAISO market.

Depending on the terms, a contract's value will move up or down with energy, capacity, and renewable prices. For example, if a contract has a right to buy price at \$50/MWh and forward price curves reflect similar contracts trading at \$70/MWh, the contract's value is \$20/MWh more than what was originally negotiated, meaning the contract is worth more creating a positive mark-to-market value for the member participant. If the member were to default on payment, NCPA would sell the product to the market at a gain. The same concept applies if forward energy prices reflected \$30/MWh. The same contract would reflect a negative mark-to-market value. In either circumstance, the member participant is obligated to pay the counterparty the number of delivered units times \$50/MWh. If the actual price is higher or lower at the time the contract is scheduled into the CAISO market, the participant will net the difference. As such, it is excessive to calculate the deposit based on the three highest months without taking into account the mark-to-market attribute.

In discussions with the consultant (UFS) who performed the Reserve and Security Deposit Study, they agreed that NCPA was holding too much on deposit for the non-SCPA Programs. As a best practice, they recommended that NCPA hold the highest, single largest month of contract cost(s) plus the two highest months of negative mark-to-market contract costs over the next twelve month period.

The Facilities Committee and NCPA recommend the Commission temporarily implement the revised deposit calculation requirements for the SCPA and other Programs until the respective agreements have been amended by the Commission and members'/participants' governing bodies. The Committee also recommended that the Programs' deposit calculation requirements be updated biannually during the first and third quarters and/or at the time a market purchase(s) is completed.

The following table illustrates the estimated change in individual member SCPA Deposit Requirements using the new methodology:

Members	Max Month 1 (2023 Budget)	Max Month 2 (2023 Budget)	Total Load Aggregation	Total Revised SCPA Deposit	Current SCPA Balance	Estimated Change
ALA	\$ 1,354,784	\$ 1,208,803	\$ 2,563,587	\$ 2,563,587	\$ 2,610,855	\$ (47,268)
BART	1,686,020	1,647,892	3,333,912	3,333,912	2,808,300	\$ 525,612
BIG	85,146	66,288	151,434	152,821	118,555	\$ 34,266
GRI	89,204	72,675	161,879	172,050	238,895	\$ (66,845)
HEA	258,367	243,884	502,251	510,757	583,623	\$ (72,866)
LOD	2,117,877	2,033,209	4,151,086	4,200,275	3,606,709	\$ 593,566
LOM	477,897	432,156	910,053	920,593	1,076,108	\$ (155,514)
PAL	3,009,888	2,985,292	5,995,180	5,995,180	6,551,438	\$ (556,258)
PLU	569,626	560,469	1,130,095	1,134,163	903,506	\$ 230,658
POR	549,712	547,516	1,097,228	1,097,228	1,180,022	\$ (82,794)
SNCL	6,009,439	5,933,225	11,942,664	11,942,664	13,665,423	\$ (1,722,759)
UKI	523,116	414,791	937,907	947,153	917,671	\$ 29,481
Subtotal Member Deposits			\$ 32,877,276	\$ 32,970,383	\$ 34,261,105	\$ (1,290,723)

The tables below compare the Original Methodology to the Revised Methodology resulting in an estimated total increase of approximately \$7.9 million to the Members' GOR Uncommitted Fund balances:

Fiscal Year Ending 2023 General Operating Reserves and Commitments												
Original Methodology												
Participant	GOR Beginning Balance	Interest Income	Deposits	Withdrawals	GOR Ending Balance	Single Member Service Agreement	Market Purchase Program	MPP Letter of Credit	NCPA Green Purchase Program	Gas Purchase Program	Third Phase Agreement	GOR Uncommitted Funds
Alameda	\$30,301	\$127	\$0	\$0	\$30,428	\$0	\$0	\$0	\$0	\$0	\$18,946	\$11,482
BART	\$11,321,350	\$47,403	\$0	\$0	\$11,368,753	\$143,460	\$938,908	\$0	\$182,766	\$0	\$200,600	\$9,903,019
Biggs	\$633,198	\$2,650	\$0	\$0	\$635,847	\$0	\$70,884	\$0	\$0	\$11,362	\$10,600	\$543,001
Gridley	\$273,158	\$1,143	\$0	\$0	\$274,301	\$0	\$55,572	\$0	\$74,599	\$42,349	\$31,805	\$69,977
Healdsburg	\$5,912,910	\$24,743	\$0	\$0	\$5,937,654	\$0	\$45,456	\$0	\$0	\$95,909	\$174,911	\$5,621,378
Lodi	\$12,471,043	\$50,476	\$308,500	\$2,518,292	\$10,311,727	\$0	\$1,833,767	\$0	\$0	\$676,188	\$874,664	\$6,927,108
Lompoc	\$14,024,745	\$58,722	\$0	\$0	\$14,083,467	\$0	\$220,387	\$0	\$0	\$154,481	\$125,372	\$13,583,227
Palo Alto	\$389,558	\$1,630	\$0	\$0	\$391,189	\$0	\$2,282,736	\$7,000,000	\$0	\$0	\$0	\$5,108,453
Plumas-Sierra	\$1,252,167	\$5,240	\$0	\$0	\$1,257,407	\$0	\$0	\$0	\$0	\$0	\$0	\$1,257,407
Port of Oakland	\$1,067,652	\$4,472	\$0	\$0	\$1,072,124	\$0	\$354,128	\$0	\$0	\$0	\$301,694	\$416,302
Redding	\$304,040	\$1,272	\$0	\$0	\$305,313	\$0	\$0	\$0	\$0	\$0	\$0	\$305,313
Roseville	\$4,017,291	\$16,811	\$0	\$0	\$4,034,102	\$0	\$0	\$0	\$0	\$0	\$1,002,990	\$3,031,111
Santa Clara	\$16,515,750	\$68,682	\$0	\$1,030,047	\$15,554,385	\$0	\$0	\$0	\$0	\$0	\$3,946,143	\$11,608,241
Shasta Lake	\$42,144	\$176	\$0	\$0	\$42,320	\$0	\$0	\$0	\$0	\$0	\$0	\$42,320
Truckee-Donner	\$155,385	\$650	\$0	\$0	\$156,035	\$0	\$0	\$0	\$0	\$0	\$0	\$156,035
Ukiah	\$7,720,872	\$32,735	\$151,530	\$37,493	\$7,867,644	\$0	\$204,131	\$0	\$0	\$64,916	\$100,299	\$7,498,297
						=====	=====	=====	=====	=====	=====	=====
						\$ 143,460	\$ 6,005,970	\$ 7,000,000	\$ 257,365	\$ 1,045,205	\$ 6,788,025	\$ 66,082,670
Revised Methodology												
Participant	GOR Beginning Balance	Interest Income	Deposits	Withdrawals	GOR Ending Balance	Single Member Service Agreement	Market Purchase Program	MPP Letter of Credit	NCPA Green Purchase Program	Gas Purchase Program	Third Phase Agreement	GOR Uncommitted Funds
Alameda	\$30,301	\$127	\$0	\$0	\$30,428	\$0	\$0	\$0	\$0	\$0	\$6,511	\$23,917
BART	\$11,321,350	\$47,403	\$0	\$0	\$11,368,753	\$47,849	\$938,908	\$0	\$63,593	\$0	\$71,564	\$10,246,840
Biggs	\$633,198	\$2,650	\$0	\$0	\$635,847	\$0	\$54,490	\$0	\$0	\$8,290	\$3,579	\$569,488
Gridley	\$273,158	\$1,143	\$0	\$0	\$274,301	\$0	\$55,572	\$0	\$25,151	\$17,349	\$10,736	\$165,493
Healdsburg	\$5,912,910	\$24,743	\$0	\$0	\$5,937,654	\$0	\$45,456	\$0	\$0	\$43,562	\$61,214	\$5,787,422
Lodi	\$12,471,043	\$50,476	\$308,500	\$2,518,292	\$10,311,727	\$0	\$917,958	\$0	\$0	\$271,880	\$306,102	\$8,815,787
Lompoc	\$14,024,745	\$58,722	\$0	\$0	\$14,083,467	\$0	\$89,746	\$0	\$0	\$63,188	\$44,727	\$13,885,807
Palo Alto	\$389,558	\$1,630	\$0	\$0	\$391,189	\$0	\$820,096	\$7,000,000	\$0	\$0	\$0	\$6,571,093
Plumas-Sierra	\$1,252,167	\$5,240	\$0	\$0	\$1,257,407	\$0	\$0	\$0	\$0	\$0	\$0	\$1,257,407
Port of Oakland	\$1,067,652	\$4,472	\$0	\$0	\$1,072,124	\$0	\$232,210	\$0	\$0	\$0	\$105,616	\$734,297
Redding	\$304,040	\$1,272	\$0	\$0	\$305,313	\$0	\$0	\$0	\$0	\$0	\$0	\$305,313
Roseville	\$4,017,291	\$16,811	\$0	\$0	\$4,034,102	\$0	\$0	\$0	\$0	\$0	\$357,820	\$3,676,281
Santa Clara	\$16,515,750	\$68,682	\$0	\$1,030,047	\$15,554,385	\$0	\$0	\$0	\$0	\$0	\$1,417,579	\$14,136,806
Shasta Lake	\$42,144	\$176	\$0	\$0	\$42,320	\$0	\$0	\$0	\$0	\$0	\$0	\$42,320
Truckee-Donner	\$155,385	\$650	\$0	\$0	\$156,035	\$0	\$0	\$0	\$0	\$0	\$0	\$156,035
Ukiah	\$7,720,872	\$32,735	\$151,530	\$37,493	\$7,867,644	\$0	\$204,131	\$0	\$0	\$26,281	\$35,782	\$7,601,449
						=====	=====	=====	=====	=====	=====	=====
						\$ 47,849	\$ 3,358,568	\$ 7,000,000	\$ 88,744	\$ 430,549	\$ 2,421,231	\$ 73,975,755
						\$ (95,611)	\$ (2,647,402)	\$ -	\$ (168,621)	\$ (614,655)	\$ (4,366,795)	\$ 7,893,085

The deposit language that will be included in the updated agreements will read “Each Participant shall ensure that sufficient Security Deposit funds have been deposited with and are held by NCPA in an amount not to exceed the highest three (3) months of estimated program costs in accordance with a Commission resolution”. Resolution 23-XXX and future resolutions will contain the calculation specifics. This combination of authority provides the flexibility to make future approved methodology revisions that do not exceed the three highest months without requiring additional amendments to the respective agreements.

FISCAL IMPACT:

Approval of Resolution 23-XXX will not have a direct impact on the appropriations already authorized by the approval of the FY2023 budget. The action will free up committed funds for the non-SCPA Programs in members' GOR balances and result in an estimated deposit of approximately \$1.3 million into members' GOR accounts for the release of the excess of SCPA Program deposits.

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] On December 7, 2022, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 23-XXX
- NCPA's Reserve and Program Security Deposit Presentation prepared by UFS