

Staff Report

TO: Board of Directors

FROM: Keane Sommers, P.E., Hydroelectric Manager
Nathan Droivold, Project Manager

DATE: May 11, 2022

SUBJECT: Award of Contract for the Fall Creek Flume Repair
Project # 2404 (Consent)

HYDROELECTRIC DEPARTMENT

RECOMMENDATION:

Award a sole-sourced agreement to Pacific Gas & Electric Co. (PG&E) in the amount of \$125,000 for construction support for the Fall Creek Flume Repair Project (Project) and authorize the General Manager to execute the necessary documents.

BACKGROUND:

The Fall Creek Crossing Flume (Flume) is located in the upper-section of the Bowman-Spaulding Canal (BS Canal), and is a critical connection between the upper and middle section of one of NID's largest water conveyance systems. On October 27, 2021, the NID Board of Directors approved a material purchase for the project which allowed District staff to procure necessary materials ahead of the annual BS Canal outage in June.

Since then, staff have been in contact with PG&E to request construction support for the Project. In 2013, NID entered into a five year Products and Services Agreement (Attachment 1) with PG&E to provide on call products and services to the District upon request of a proposal for necessary work. This contract was amended to extend the agreement for another five years in 2018 (Attachment 2).

District staff believe that pursuing this work using the existing agreement with PG&E will employ a unique benefit that other contractors are not able to provide: staff training and knowledge transfer. If approved, NID staff will work directly with the PG&E team in order to learn methods and procedures used to work on other flumes. This will be important as NID will soon take over ownership of the South Yuba Canal, which consists of many miles of flume used to convey water downstream. In addition,

NID also has plans to complete a flume repair project for the Fall Creek Diversion Flume (a smaller flume near the Fall Creek Crossing Flume) that may occur within the next two years. Working with PG&E on the Project will provide an excellent training opportunity while building professional relationships with PG&E staff that will benefit the District in the future.

The scope of the project also requires the use of customized tool sets to work on a flume of this size that NID does not own or have the ability to rent. PG&E is the only known entity that owns the necessary tools and safety equipment (specialized scaffolding and fall protection gear) to complete the Project safe and effectively.

In early 2022, NID solicited support from PG&E for the construction phase of the Project and traveled to the Project site to determine what support would be needed from PG&E. Afterward, PG&E provided NID a proposal for their services included as Attachment 3. The scope of work for this effort includes the disassembly/demolition of the existing flume sheets and associated hardware, as well as the installation of new materials. PG&E will provide the specialized tools and safety equipment needed to complete the work. The work will take place during the two-week annual outage for the BS Canal in June, during which time crews will complete as much work as possible given budgetary and time constraints established in the attached proposal. District staff have reviewed the proposal from PG&E and have concluded that the cost of services is reasonable.

Deferral of the Project could lead to worsening leakage and potential failure of the BS Canal, which would have detrimental effects to power generation, water supply downstream, and environmental consequences in Fall Creek below the Flume. The exceptionally large size of the Flume would make emergency repairs difficult because it requires specialized tools and skilled labor that would result in a very costly emergency restoration effort. As mentioned, the District does not own the tools or safety equipment needed to complete flume repairs in the event of an emergency failure. For these reasons, staff identified this preventative maintenance project as essential to avoid delays and expenses associated with a future failure of the Flume.

Therefore, the Hydroelectric Department recommends awarding a sole-sourced agreement to PG&E for construction support for the Project.

This sole source award complies with the following District Procurement Policy Section:

3080.3.J.3 In order to obtain a necessary item that is only available from one source.

This expenditure is in alignment with Goal No. 1 of the District's Strategic Plan, as replacement of the Fall Creek Flume is preventative maintenance that avoids catastrophic failure and associated consequences, and continues the reliable delivery of water for power generation and downstream District customers.

BUDGETARY IMPACT:

The 2022 Hydroelectric Department Budget includes \$150,000 for the Project that will be used to cover the cost of this contract. To date, none of the 2022 Project budget has been spent.

ND

Attachments: (3)

- September 27, 2013 Products and Services Agreement with PG&E
- August 6, 2018 Amendment 1 to the 2013 Products and Services Agreement with PG&E (Extension)
- May 3, 2022 Proposal from PG&E



PG&E PRODUCTS AND SERVICES AGREEMENT

This Agreement is made and entered into as of 09/27, 2013 (“Effective Date”) by and between Nevada Irrigation District with offices at 1036 W. Main Street, Grass Valley, CA 95945 (“Customer”) and Pacific Gas and Electric Company (“PG&E”).

RECITALS

WHEREAS, Customer desires PG&E to provide test and repair services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

AGREEMENT

1. Services Offered. PG&E offers the following services:

1.1. Off-Site Testing and Repair of High Voltage Equipment (4kv To 60kv).

These services may include the test and repair of pad and pole mount transformers, line voltage regulators, line capacitor banks, line re-closers distribution circuit breakers and line switches. Customer ships the equipment to a facility designated by PG&E. Once received, PG&E visually inspects the equipment, performs preliminary electrical testing on the equipment to determine the cause of the problem, performs repairs to the equipment, performs a high voltage electrical test to confirm the repairs and packages the equipment for shipment back to Customer. Customer is responsible for all risks to the equipment while in transit, and for arranging and paying for shipping and insurance to and from the PG&E facilities.

1.2. On-Site Testing and Repair of High Voltage Equipment. These services may include the test and repair of the equipment described above. However, PG&E travels to Customer’s site and tests and repairs the equipment in place. During the work, the equipment is de-energized, but not removed.

1.3. Meter Testing and Repair. These services may include the test and repair of electric and gas revenue meters, such as gas diaphragm, rotary and turbine meters, electric single phase and three phase watt-hour meters, demand and time of use meters, gas regulators and monitors up to 2 inches, electric metering potential and current transformers, load research meters equipped with cellular paging capabilities and meter records with local profile and modem capabilities. Customer ships the meter to a facility designated by PG&E. Once received, PG&E visually inspects the meter, performs preliminary testing to determine the cause of the problem, performs repairs, performs a test to confirm repairs and packages the meter for shipment to Customer. Customer is responsible for all risks to the meters while in transit and for arranging and paying for shipping and insurance to and from the PG&E facilities.



1.4. Test Lab Facilities. PG&E operates lab facilities that are capable of delivering up to 700,000 volts under environmentally controlled conditions (temperature and humidity) and up to 80,000 amps. At these facilities, PG&E may perform acceptance testing of electrical components such as fault current limiters and conductor wire and dielectric (insulator) testing for equipment used for electric system maintenance and repair such as vehicles, bucket liners and rubber gloves. Tests can be performed to national standards or Customer's own specifications. Customer may retain PG&E to assist Customer in the development of acceptance test plans. PG&E can also perform root cause analysis on failed electrical components. Customer ships the electrical components to the facility designated by PG&E. Once received, PG&E conducts the testing per the test plan and provides the test results to Customer. Customer may also retain PG&E to interpret the test results and make recommendations to Customer on how to improve the performance of Customer's electrical components. Customer is responsible for all risks to the electrical components while in transit, and for arranging and paying for shipping and insurance to and from the PG&E facilities.

1.5 Facility Maintenance. PG&E offers a variety of services to maintain electric and gas systems. Services offered by PG&E include, infrared scanning, non-invasive testing/troubleshooting, transmission maintenance, engineering, planning, hot washing of electrical equipment, pipeline maintenance, excavation and leak detection, meter cabinet construction and piping extension, painting and coating of substation equipment, emergency and non emergency repairs, gas pressure regulation and flow analysis, preventative maintenance, emergency transformer loans (as-available service), clearance, grounding, switching and tie-in services, and compressed natural gas station maintenance and repair and other services authorized by the California Public Utilities Commission.

1.6 Portable Natural Gas. PG&E offers support for planned natural gas outages through a portable natural gas injection service. Services include emergency response, planned backup, supply distribution pipeline upgrade and large customer support.

1.7 Nondestructive (NDE) Services. PG&E provides a broad range of nondestructive testing and inspection services. NDE techniques can detect the extent of fabrication and service-generated defects on all types of equipment, components, and materials. NDE services are particularly valuable where other forms of inspections are impractical (e.g., buried conduit) or may damage the integrity of the component

1.8 Instrument Calibration and Repair Services. PG&E provides quality calibration and repair services for a wide variety of equipment. Services include measuring and test equipment testing, calibration, and repair services. PG&E has primary and secondary capabilities in several areas including AC and DC voltage and current, resistance, temperature, airflow, dimension, time and frequency. Calibrations performed for nuclear power plants are performed in accordance with federally mandated nuclear quality assurance program requirements.



1.9 Civil and Mechanical Engineering Services. PG&E provides a range of civil and mechanical testing, analysis, and inspection services. Facilities include a 300,000 pound compression testing machine to determine concrete strength to ASTM standards, a complete soils lab to determine soil properties, mechanical strength testing machines capable of 420,000 lbs. and 12,000 lbs. tension or compression, a 100,000 lb. horizontal tensile machine capable of testing components up to 50 feet long, a complete vibration testing lab with a 4000 lb dynamic force shaker table capable of displacements of 4 inches along with several other field portable shakers, and a complete machine shop. Analysis capabilities include finite element modeling (ANSYS) and fluid/gas pulsation analysis (PULS).

1.10 Meteorology Services. PG&E provides a range of weather forecasting and meteorology applications, in-field measurement capabilities of meteorology, and data base management services. Facilities include an operational weather forecast office with satellite data downlinks, local network, and dedicated server, instruments laboratory, measurement and calibration equipment and field vehicle.

1.11 Materials, Chemistry and Environmental Support. PG&E provides a wide range of welding, metallurgy, corrosion and coatings services, as well as acid washing/acid etching of gas pipelines to locate seam welds. Facilities include a 2400 square foot laboratory/shop serviced by a 3 ton bridge crane, and the latest welding machines supporting gas tungsten arc, gas metal arc, flux cored arc and shielded metal arc welding processes and plasma, air carbon arc and oxy-acetylene cutting processes, and a versatile and well-equipped laboratory that provides critical and timely support for evaluating materials and coating properties, corrosion testing, and failure analysis.

1.12 Performance Testing and Analysis Services. PG&E provides testing and analysis services for assessing the performance of thermal, hydraulic, and other engineering systems and components. Work is typically performed to determine if systems meet operating performance criteria, to investigate options to improve performance, or to trend performance over time as an aid in predictive maintenance. PG&E uses specialized equipment for field and laboratory testing, including equipment for temperature, pressure, flow, and power measurements, data acquisition, calibration, and leak detection

2. Proposals. During the term of this Agreement, Customer may request that PG&E provide services as described above. Upon receipt of a request for services, PG&E will consult with Customer and develop a proposal covering the services in the Form of Proposal attached hereto as Exhibit A. Once prepared, PG&E will provide the proposal to Customer for review and approval. If Customer approves the proposal, Customer will sign and return the proposal to PG&E for PG&E's acceptance. Once a proposal is signed by both Customer and PG&E, the proposal will become an "Accepted Proposal" under this Agreement and the Accepted Proposal shall be attached hereto as Proposal 1, 2, etc. PG&E agrees to provide services in accordance with the Accepted Proposal subject to the terms and conditions of this Agreement. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing. Each



Accepted Proposal will identify Customer's and PG&E's primary business contacts with respect to the Accepted Proposal.

3. Fees. Customer shall pay PG&E for services performed in accordance with each Approved Proposal on a time and materials basis or as otherwise specified in the Accepted Proposal. The costs incurred by PG&E for materials and rentals shall be marked-up as set forth in the Accepted Proposal. Customer agrees to pay the reasonable cost of travel expenses incurred by PG&E personnel in performing services at PG&E's cost. Customer shall pay PG&E the estimated cost for services to be performed in advance, unless otherwise agreed by PG&E in its sole discretion. PG&E will submit invoices to Customer for services performed and reimbursable expenses incurred during the course of performing the services. Each invoice will reference this Agreement and the Accepted Proposal and be submitted to Customer's billing address as set forth in the Accepted Proposal. To the extent PG&E charges exceed the estimated cost Customer will remit payment to PG&E within 14 days after receipt of the invoice. If the actual cost incurred by PG&E to complete the services is less than the estimated cost paid in advance by Customer, PG&E will refund the difference to Customer. Late payments will be assessed interest at the rate of 1.5% per month. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
Attn: Roxanne Fong, Manager Business Development
P.O. Box 770000, Mailcode: N10D
San Francisco, CA 94177

4. Limited Warranties. PG&E warrants that the services will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in repaired equipment within 14 days of completion of the repair, or with respect to a repair performed at PG&E facilities, within 60 days of shipment from PG&E or 14 days after installation by Customer, whichever is earlier ("Warranty Period"). If Customer notifies PG&E within the Warranty Period of a potential defect in repaired equipment, and PG&E confirms the defect, PG&E will either re-perform the repair at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the repair. This limited warranty will not apply to any defect caused by improper assembly or installation, testing, transport, handling, use or care of the repaired equipment by Customer or other third parties. With respect to services not involving equipment repair, Customer must notify PG&E of any defect within 30 days following performance of the services, and if PG&E confirms the defect, PG&E will either re-perform the services at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the defective services. THESE WARRANTIES EXTEND TO CUSTOMER ONLY AND CANNOT BE ASSIGNED BY CUSTOMER. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. If PG&E determines that any equipment should be returned to PG&E to allow PG&E to correct a repair defect, PG&E will issue Customer a Return Material



Authorization (“RMA”) number and Customer may return such equipment to the PG&E facility within thirty 30 days of Customer’s receipt of the RMA number. Customer may not return any equipment to PG&E without first obtaining a RMA number. Customer is responsible for removal of the equipment, , arranging and paying for shipping and insurance for the equipment to and from PG&E facilities (and for all risk of loss to the equipment while in transit), and installation of the equipment upon return.

5. Customer Responsibilities. In the event the performance of particular services by PG&E depends upon approvals or other decisions by Customer, or Customer furnishing particular documents or information, and Customer does not timely perform or provide the same, the minimum time estimate for PG&E’s completion of the particular services which are dependent thereon shall be extended by the period of Customer’s delay with respect thereto. Should PG&E or Customer determine that the repair of any equipment is not feasible or cost effective, Customer agrees to promptly arrange and pay for either the disposal of the equipment or the return of the equipment to Customer. If Customer fails to have any equipment removed from PG&E facilities within 60 days after completion of the repair or a determination that the repair is not feasible or cost effective, PG&E may dispose of the equipment in a manner determined by PG&E in its sole discretion and invoice Customer for any costs incurred by PG&E in connection with such disposal.

6. Data. Customer shall own any documents or information prepared or created by PG&E during the performance of the services under this Agreement (“Data”). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer’s prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E.

7. PG&E’s Utility Obligations. Customer acknowledges that PG&E has an obligation to maintain, repair and service its own facilities, including those under the operation and control of the California Independent System Operator, in order to perform its duties as a public utility, which obligation takes precedence over any obligations undertaken in this Agreement. Accordingly, if PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of services for Customer under this Agreement in order to maintain adequate service to PG&E’s other customers or to fulfill its duties as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements. If as a result of such action, PG&E is unable to perform its obligations under this Agreement, PG&E shall be excused from whatever performance is affected by such action to the extent so affected. In that event, PG&E shall have no liability to Customer, and shall not be considered in default under this Agreement, for such failure to perform.

8. On-site Services. Customer shall be responsible for ensuring that Customer’s facilities are safe for PG&E personnel performing work at Customer’s facilities. Customer shall de-



energize all equipment being tested and repaired by PG&E. Customer shall also cooperate with PG&E personnel working on-site and shall promptly take such actions that may be requested by PG&E personnel to help ensure a safe working environment.

9. Title and Insurance. Customer warrants that it is either the owner or lessee of the equipment to be tested or repaired and that Customer has all necessary rights to allow PG&E access to such equipment for testing or repair. Customer agrees to carry commercially reasonable property insurance covering the equipment being tested or repaired by PG&E, including coverage for the period when the equipment is in transit or in PG&E's custody or control.

10. LIMITATION OF PG&E'S LIABILITY. IN THE EVENT THAT PG&E IS HELD TO BE LIABLE TO CUSTOMER OR TO ANY PARTY CLAIMING BY OR THROUGH CUSTOMER BY REASON OF PG&E'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF PG&E WITH RESPECT TO LOSSES RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE ESTIMATED PRICE FOR THE SERVICE GIVING RISE TO THE CLAIM OR THE FULL AMOUNT PAID TO PG&E WITH RESPECT TO SUCH SERVICE. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of PG&E, and will extend to the affiliates, subsidiaries, parent company, officers, managers, directors, agents and employees of PG&E. Customer acknowledges and agrees that the limitations of liability set forth in this section may be far less than Customer's loss in the event of any loss or damage to Customer's equipment while in PG&E's care or custody, and Customer expressly assumes this risk of loss. The parties agree that the limitations of liability set forth in this section are fundamental elements of this Agreement

11. Term and Termination. The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Agreement. Either party may terminate this Agreement or any Accepted Proposal, on which work has not yet commenced, at any time for convenience by giving the other party 14 days written notice, provided, however, that any such termination shall not apply to PG&E's obligation to complete its performance of services already commenced under any Accepted Proposals and Customer's obligation to pay PG&E for services rendered under any Accepted Proposal to the date of termination, including Proposals for which work has begun until completion of the work. Termination of any individual Accepted Proposal by either party for convenience shall not affect this Agreement or any other Accepted Proposals. Additionally, either party may terminate this Agreement and all Accepted Proposals upon written notice to the other party if the other party:



(i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 3 Fees, 4 Limited Warranty, 5 Customer Responsibilities, 6 Data, 9 Title and Insurance, 10 Limitation of Liability and 12 General. Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.

12. General.

12.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, PG&E may, without such consent, assign this Agreement to a parent, subsidiary or other affiliate. PG&E may also subcontract all or part of the services. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns.

12.2. Independent Contractor. In performing services under this Agreement, PG&E is an independent contractor with the authority to control and direct the performance of the services.

12.3. Prevailing Wages. PG&E understands that unless otherwise specified by Customer, the work requested hereunder will be considered "Public Work" under the provisions of the California Labor Code Section 1720 and following. Such work generally includes construction, alteration, demolition, installation or repair work, including maintenance work and inspection in preparation for the activities described above. If "Public Work", as defined by Labor Code Section 1720 is to be performed by PG&E under this Agreement, PG&E shall be responsible to ensure that its workers engaged in such work shall be paid no less than the applicable prevailing wage for the type and class of work performed, as required by California Labor Code Section 1770 and following.

12.4. Waiver and Modification. The failure of either party to exercise any right under this Agreement or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or of any other rights in the event of a subsequent breach of a like



or different nature. This Agreement may be modified or amended only if authorized representatives of both parties agree in writing.

12.5. Force Majeure: Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder for services previously performed, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. In the event either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other party of that fact, and of the circumstances preventing or delaying performance. Such party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

12.6. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to Customer, to the primary business contact address given in the Accepted Proposal and, if to PG&E, to the address set forth above for payment.

12.7. Governing Law, Forum. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Agreement shall be litigated in a California Superior Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California Superior Court, in a Federal District Court of competent jurisdiction situated in the State of California, and Customer hereby consents to the personal jurisdiction of such courts.

12.8. Entire Agreement. This Agreement and each Accepted Proposal constitutes the entire agreement and understanding between the parties as to the subject matter thereof and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between PG&E and the Customer, whether oral or written. Neither PG&E nor the Customer shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to such subject matter. Any Purchase Order or similar documents issued by Customer in connection with the services performed under this Agreement are only for the Customer's convenience in processing payment to PG&E under this Agreement. The terms and conditions which may be included on any such Purchase Order or other documents are null and void and do not apply to this Agreement.

12.9. Severability. In the event that any of the provisions or application of any of the provisions, of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or



invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of this Agreement.

12.10. Counterparts. This Agreement may be executed in one or more original counterparts, all of which together will constitute one agreement. Facsimile signatures will have the same effect as original signatures.


13. Safety Waiver and Repair Work. If in the process of performing the Services, a condition is discovered at the Customer's facility ("Facility") that, in the sole judgment of PG&E, 1) represents an extreme safety hazard to its worker's safety or other personnel, 2) may cause operational failure of the equipment comprising the Facility, or 3) may cause damage to other equipment being served by the Facility, PG&E will immediately notify Customer in writing of such condition and the work necessary to remedy the condition. Customer will be asked to sign this written notification in the form of Exhibit B—Safety Waiver. Failure or refusal to sign the Safety Waiver will relieve PG&E of any responsibility to reassemble or return to service the Customer's facility.

If, for any reason, the Customer chooses not to immediately correct such condition, as specified in Exhibit C—Additional Repair Work Agreement, PG&E shall be relieved of any and all responsibility for work performed on or damage caused by the failure of said facilities or equipment.; PG&E retains the right to refuse to reassemble or return to service the Customer's facility; and, PG&E shall also be relieved of any obligation it may have to warrant any of its work performed at the Facilities to date (Section 4).




IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

NEVADA IRRIGATION DISTRICT

Sign: 
Name (print): Remyeh Scherzinger
Title General Mgr
Date: 9/23/13

PACIFIC GAS AND ELECTRIC COMPANY

Sign: 
Name (print): ROXANNE FONG
Title: MANAGER
Date: 09/27/2013



**EXHIBIT A
FORM OF PROPOSAL**

PROPOSAL NUMBER _____

This Proposal is made and entered into as of _____, 20__ by and between Nevada Irrigation District (“Customer”) and Pacific Gas and Electric Company (“PG&E”). This Proposal is subject to the terms and conditions of the Test and Repair Services Agreement between Customer and PG&E dated as of _____, 20__ (the “Agreement”).

DESCRIPTION OF SERVICES

Equipment: _____

Scope of Work: _____

Estimated minimum number of days to complete scope of work: _____.

PG&E address to which equipment is to be shipped
(for **off-site** testing and repair):

Attn: _____

Customer address to which equipment is to be returned
(for **off-site** testing and repair):

Attn: _____



Customer site where equipment is to be tested and repaired
(for **on-site** testing and repair):

Customer representative at customer site:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

RATES

_____	\$__ per hour
_____	\$__ per hour
_____	\$__ per hour
_____	\$__ per hour
Test Lab Facility Fee	\$__ per shift (up to 8 hours)

Straight time labor charges will be based on a work week of five (5) eight (8) hour workdays, Monday through Friday. Each workday consists of eight (8) consecutive hours comprising the normal day shift. The foregoing described charges are no less than established prevailing wages for the work and classifications described.

Overtime labor charges are applicable to all time worked or traveled outside the normal eight (8) hour day shift on any weekday (Monday through Friday), and all time worked or traveled on Saturdays, Sundays or holidays.

Overtime shall be billed at 1.50 times the applicable hourly billing rate. In the event an employee performing services is needed to work for 8 or more hours at the Overtime rate during a 16 hour period, the employee is required to take a rest period of up to 8 hours. Customer will be charged for the rest period at the Regular Time rate.

Materials and parts used in the provision of services under this Proposal shall be billed to Customer at cost plus a mark-up of 15%.

Equipment rentals used in the provision of services under this Proposal shall be billed to Customer at cost plus a mark-up of 10%.



ESTIMATED COST AND PAYMENT

PG&E estimates the services under this Proposal will cost \$_____. However, this estimate is non-binding and Customer will be responsible for actual time and expenses incurred even if they exceed the estimate. The estimate will not be exceeded without Customer's prior written approval.

Customer shall pay PG&E the estimated cost for services to be performed under this Proposal in advance. PG&E will submit invoices to Customer for services performed and reimbursable expenses incurred during the course of performing the services. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth in this Proposal. To the extent PG&E charges exceed the estimated cost, Customer will remit payment to PG&E within 14 days after receipt of the invoice. If the actual cost incurred by PG&E to complete the services is less than the estimated cost paid in advance by Customer, PG&E will refund the difference to Customer.



BUSINESS CONTACTS

PG&E's primary business contact for this Proposal:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Customer's primary business contact for this Proposal:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____



IN WITNESS THEREOF, the parties have caused this Proposal to be executed as of the date first set forth above.

NEVADA IRRIGATION DISTRICT

Sign: _____

Name (print): _____

Title _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

Sign: _____

Name (print): _____

Title: _____

Date: _____



**EXHIBIT B
SAFETY WAIVER**

PG&E has informed the Customer's on-site representative of the following equipment condition which, in the opinion of PG&E's on-site representative, should be remedied before the Customer's facility is reassembled or returned to service. Customer recognizes that if the below-listed equipment at the Customer's station is not remedied as recommended by PG&E, said equipment could fail, possibly causing collateral damage and/or injury.

By signing this waiver, Customer acknowledges and accepts all liability associated with this condition of the below-listed equipment.

Equipment ID#: _____

Description of condition:

Executed this ___ day of _____, 20__.

Facility name: _____

NEVADA IRRIGATION DISTRICT

Sign: _____

Name (print): _____

Title _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

Sign: _____

Name (print): _____

Title: _____

Date: _____



**EXHIBIT C
ADDITIONAL REPAIR WORK AGREEMENT**

PG&E has informed the Customer of a repairable condition described below which, in the opinion of PG&E's on-site representative, should be repaired before the Customer's Facility is returned to service. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer's equipment described below.

Description of repairable condition:

PG&E will invoice the Customer on a time and materials basis at the following labor rates:

Straight time (8AM-5PM M-F): \$/hour
Overtime: \$/hour

Executed this ___ day of _____, 20__.

Facility name: _____

NEVADA IRRIGATION DISTRICT

Sign: _____

Name (print): _____

Title _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

Sign: _____

Name (print): _____

Title: _____

Date: _____



**AMENDMENT NO. 1
TO PG&E PRODUCTS AND SERVICES AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY
AND NEVADA IRRIGATION DISTRICT**

This AMENDMENT NO. 1 TO PG&E PRODUCTS AND SERVICES AGREEMENT (“Amendment”) is entered into as of this 6th day of August 2018 between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”) and NEVADA IRRIGATION DISTRICT (“Customer”).

RECITALS

WHEREAS, PG&E and Customer entered into the PG&E PRODUCTS AND SERVICES AGREEMENT dated September 27, 2013 (“Agreement”); and

WHEREAS, PG&E and Customer desire to amend the Agreement to extend the term for an additional five years.

NOW, THEREFORE, in consideration of the promises and the mutual obligations and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, PG&E agree to amend the Agreement as follows:

1. The first sentence of Section 11 of the Agreement is deleted in its entirety and replaced with the following:

The term of this Agreement shall run until September 27, 2023, unless sooner terminated by Customer or PG&E as permitted by this Agreement.

2. Except as expressly modified by the terms of this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date last signed below.

NEVADA IRRIGATION DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

Signature: _____

Signature: _____

Name: Remleh Scherzinger, P.E.

Name: Roxanne Fong

Title: General Manager

Title: Manager, Business Development

Date: _____

Date: _____

PROPOSAL NUMBER 10

This Proposal is made and entered into as of the date of last signature by and between Nevada Irrigation District with offices at 1036 W. Main Street, Grass Valley, CA 95945 (“Customer” or “NID”) and Pacific Gas and Electric Company (“PG&E”). This Proposal is subject to the terms and conditions of the Products and Services Agreement entered into by and between Customer and PG&E on September 27, 2013 and amended by Amendment No. 1 dated August 6, 2018.

A. DESCRIPTION OF SERVICES, TERMS AND CONDITIONS

NID has requested PGE to provide services for NID’s Fall Creek Flume Replacement project (the “Project”) located at the Bowman Canal and PG&E has agreed to provide such services, in accordance with the terms and conditions defined below.

Project Scope

The Project scope covers the replacement of deteriorated flume sheets and associated hardware on the Fall Creek Crossing Flume during NID’s planned canal outage.

Project Duration

The Project duration is for an estimated period of three (3) weeks from June 6, 2022 through June 30, 2022.

PG&E’s Responsibilities

- PG&E will provide a six-man crew to commence flume sheet replacement works. Included in PG&E’s services will be the supervision of its crew.
- PG&E will provide services in accordance with the Estimated Cost and Payment described in Section D below.
- PG&E will be responsible for developing all onsite safety plans for PG&E crew only, including but not limited to fall protection, oil containment, heat stress, sparks/fire, and heavy equipment operation.

Customer Responsibilities

- NID will provide all materials required for the Project as listed below.

Item	Quantity
264" Flume Sheets	43
264" Angles	8
Joint Rod 5/8" x 22'-8"	110
Compression Rod HR 1" x 22'-1 1/2"	60
Intermediate Rod 5/8" x 23'-9"	100
Heavy Duty Hex Nuts - 5/8" dia.	420
Hanger Bracket 4"W x 13.25"L	50
Bracer Hillside washer I.L.O. 4x4	50
J Bolts 5/8" x 5"	50

- NID will have the stream bed for Fall Creek staked prior to the start of construction to mark the no disturbance zone.
- NID will be responsible for implementing procedures based on its observations of PG&E’s flume replacement work at its own risk and discretion.

Note: Observation by NID laborers and employees will be allowed by PG&E for review and learning purposes only. At no time will NID crew members, laborers, and/or employees participate in PG&Es scope of work beside to observe PG&E procedures.

B. CUSTOMER REPRESENTATIVE AT CUSTOMER SITE:

Name: Phil Nedved
Address: 28311 Secret Town Road, Colfax, CA 95713
Telephone: (530) 271-6752
Email: nedved@nidwater.com

C. RATES

Straight Time	\$265/hour
Overtime	\$310/hour
Administrative Support - Clerical	\$200/hour

Straight time labor charges will be based on a work week of four (4) ten (10) hour workdays, Monday through Thursday. Each workday consists of ten (10) consecutive hours comprising the normal day shift. The foregoing described charges are no less than established prevailing wages for the work and classifications described.

Overtime labor charges are applicable to all time worked or traveled outside the normal ten (10) hour day shift on (Monday through Thursday), and all time worked or traveled on Fridays, Saturdays, Sundays, or holidays.

Overtime shall be billed at 1.50 times the applicable hourly billing rate. In the event an employee performing services is needed to work for 8 or more hours at the Overtime rate during a 16-hour period, the employee is required to take a rest period of up to 8 hours. Customer will be charged for the rest period at the Regular Time rate.

Materials and parts used in the provision of services under this Proposal shall be billed to Customer at cost plus a mark-up of 15%.

Equipment rentals used in the provision of services under this Proposal shall be billed to Customer at cost plus a mark-up of 10%.

D. ESTIMATED COST AND PAYMENT

- Under this proposal, NID will pay PG&E a not to exceed fee of **\$125,000** (One Hundred Twenty-Five Thousand Dollars) as defined below:
 - Labor and administrative support costs to be calculated based on the actual hours provided by PG&E crew at RATES as defined above.

- **PG&E will provide services only up to a total cost of \$125,000 and will cease providing services at that point, thereby, NID shall be responsible to complete the remaining works on the Project, unless a change order for additional fee to PG&E is executed by NID.**

Customer shall pay PG&E the fee for services to be performed under the Proposal in advance. PG&E will submit invoices to Customer for services performed and reimbursable expenses incurred during the course of performing the services. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth in this Proposal.

D. BUSINESS CONTACTS

PG&E'S PRIMARY BUSINESS CONTACT FOR THIS PROPOSAL:

Name: Sean Maguire
Address: 77 Beale Street, San Francisco, CA 94105
Telephone: (312) 898-0696
Email: sean.maguire@pge.com

CUSTOMER'S PRIMARY BUSINESS CONTACT FOR THIS PROPOSAL:

Name: Nathan Droivold
Address: 28311 Secret Town Road, Colfax, CA 95713
Telephone: (530) 271-6757
Email: droivoldn@nidwater.com

CUSTOMER BILLING CONTACT

Name: Kathryn Schwartz
Address: 28311 Secret Town Road, Colfax, CA 95713
Telephone: (530) 273-8571 ext. 1341
Email: invoices@nidwater.com

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the parties have caused this Proposal to be executed as of the date first set forth above.

NEVADA IRRIGATION DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

Sign:

Sign:

Name: Jennifer Hanson

Name Nick Burke

Title: General Manager

Title: Manager, Energy Consulting Services

Date:

Date:

**AMENDMENT NO. 1
TO PG&E PRODUCTS AND SERVICES AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY
AND NEVADA IRRIGATION DISTRICT**

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IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date last signed below.

NEVADA IRRIGATION DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

Signature: _____

Signature: _____

Name: Remleh Scherzinger, P.E.

Name: Roxanne Fong

Title: General Manager

Title: Manager, Business Development

Date: _____

Date: _____