LEC PPC Agenda

Date: April 1, 2020
Subject: April 6, 2020 Lodi Energy Center Project Participant Committee Meeting
Location: 651 Commerce Drive, Roseville, CA 95678 and/or via Teleconference
Time: 10:00 a.m.

*** This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, Governor Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued on March 17, 2020 that allows attendance by LEC PPC Members, staff, and the public to participate and conduct the meeting by teleconference.

In compliance with the Executive Department, State of California, Executive Order N-29-20, and the Brown Act, you may participate in the meeting via teleconference by:
Dial: 1-877-309-2073
Access Code: 149-969-445

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.
The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If 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, 651 Commerce Drive, Roseville, CA or www.ncpa.com

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item considered by the Lodi Energy Center Project Participant 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 Lodi Energy Center Project Participant Committee on any item within the jurisdiction of the Lodi Energy Center Project Participant Committee and not listed on the Agenda may do so at this time.

3. Meeting Minutes – Approval of March 9, 2020 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for March 2020 – (Rafael Santana)


7. Bidding Strategies Report – No update due to ongoing outage

CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Project Participant or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Participants will be polled to determine if any Participant wishes to abstain from one or more items on the Consent Calendar.

8. Treasurer’s Report for February 2020 – Accept by all Participants


10. GHG Reports (excerpted from Monthly ARB) – Accept by all Participants

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.
11. **Vince Sigal Electric, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for general specialized electrical services, with a not to exceed amount of $1,500,000, for use at all facilities owned and/or operated by NCPA or NCPA Members.

12. **Safety Management Systems, LLC MTCSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with Safety Management Systems, LLC for safety consulting and training services, with a not to exceed amount of $1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

13. **Pacific Power Engineers, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the Multi-Task General Services Agreement with Pacific Power Engineers, Inc., accepting assignment of the agreement to Ulteig Engineers, Inc., with no change to the not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

14. **ORR Protection Systems, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with ORR Protection Systems, Inc. for fire system maintenance services, with a not to exceed amount of $1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

15. **Famand, Inc. dba SitelogIQ MTGSA** – Staff is seeking a recommendation for approval of a Multi-Task General Services Agreement with Famand, Inc. dba SitelogIQ for heating, ventilation, and air-conditioning services, with a not to exceed amount of $1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

16. **OSIsoft Enterprise Program Agreement** – Staff is seeking a recommendation for approval of a five-year PI Software License Agreement with OSIsoft for PI software licensing and remote monitoring, with a not to exceed amount of $481,000, for use at all facilities owned and/or operated by NCPA.

17. **Stephens Mechanical Corporation MTGSA** – Staff is seeking a recommendation for approval of a Multi-Task General Services Agreement with Stephens Mechanical Corporation for miscellaneous mechanical maintenance services, with a not to exceed amount of $1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

Consent Items pulled for discussion: __________________________________________

**BUSINESS ACTION ITEMS**

None.

18. **Lodi Energy Center Unit Outage Update** – Staff will provide an informational-only update on the status of the Lodi Energy Center Unit.

_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._
19. **Additional Operational Updates** – Staff will provide an update on issues related to Operations.

**ADJOURNMENT**

Next Regular Meeting: Monday, May 11, 2020 at 10:00 a.m.
LEC PPC Meeting Minutes

Date: March 9, 2020
Time: 10:00am
Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference
Subject: Lodi Energy Center Project Participant Committee Meeting

1. **Review Safety Procedures**

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. **Call Meeting to Order and Roll Call**

The PPC meeting was called to order at 10:00am by Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

<table>
<thead>
<tr>
<th>Participant</th>
<th>Attendance</th>
<th>Particulars / GES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa - Robledo</td>
<td>Present</td>
<td>2.7857%</td>
</tr>
<tr>
<td>BART - Lloyd</td>
<td>Absent</td>
<td>6.6000%</td>
</tr>
<tr>
<td>Biggs - Sorenson</td>
<td>Present</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR - Alqaser</td>
<td>Present</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley - Borges</td>
<td>Present</td>
<td>1.9643%</td>
</tr>
<tr>
<td>Healdsburg - Crowley</td>
<td>Absent</td>
<td>1.6428%</td>
</tr>
<tr>
<td>Lodi - Chiang</td>
<td>Present</td>
<td>9.5000%</td>
</tr>
<tr>
<td>Lompoc - Singh</td>
<td>Absent</td>
<td>2.0357%</td>
</tr>
<tr>
<td>MID - Costalupes</td>
<td>Present</td>
<td>10.7143%</td>
</tr>
<tr>
<td>Plumas-Sierra - Brozo</td>
<td>Absent</td>
<td>0.7857%</td>
</tr>
<tr>
<td>PWRPA - Bradley</td>
<td>Present</td>
<td>2.6679%</td>
</tr>
<tr>
<td>SVP - Wong</td>
<td>Present</td>
<td>25.7500%</td>
</tr>
<tr>
<td>Ukiah - Grandi</td>
<td>Absent</td>
<td>1.7857%</td>
</tr>
</tbody>
</table>

**Summary**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Present</td>
<td>8</td>
<td>87.1501%</td>
</tr>
<tr>
<td>Absent</td>
<td>5</td>
<td>12.8499%</td>
</tr>
</tbody>
</table>

Quorum by #: Yes
Quorum by GES: Yes
Public Forum

Chairman Chiang asked if any members of the public were present in Lodi or at any of the other noticed meeting locations who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present.

3. Meeting Minutes

The draft minutes from the January 6, 2020 and February 10, 2020 Regular Meetings and January 24, 2020 and February 19, 2020 Special Meetings were considered. The LEC PPC considered the following motion:

Date: 3/9/2020
Motion: The PPC approves the minutes from the January 6, 2020 and February 10, 2020 Regular Meetings, and January 24, 2020 and February 19, 2020 Special Meetings.

Moved by: CDWR
Seconded by: MID

Discussion: There was no further discussion

<table>
<thead>
<tr>
<th>Participant</th>
<th>Vote</th>
<th>Particulars / GES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa</td>
<td>Yes</td>
<td>2.7857%</td>
</tr>
<tr>
<td>BART</td>
<td>Absent</td>
<td>6.6000%</td>
</tr>
<tr>
<td>Biggs</td>
<td>Yes</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR</td>
<td>Yes</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley</td>
<td>Yes</td>
<td>1.9643%</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>Absent</td>
<td>1.6428%</td>
</tr>
<tr>
<td>Lodi</td>
<td>Yes</td>
<td>9.5000%</td>
</tr>
<tr>
<td>Lompoc</td>
<td>Absent</td>
<td>2.0357%</td>
</tr>
<tr>
<td>Modesto</td>
<td>Yes</td>
<td>10.7143%</td>
</tr>
<tr>
<td>Plumas-Sierra</td>
<td>Absent</td>
<td>0.7857%</td>
</tr>
<tr>
<td>PWRPA</td>
<td>Yes</td>
<td>2.6679%</td>
</tr>
<tr>
<td>Silicon Valley Power</td>
<td>Yes</td>
<td>25.7500%</td>
</tr>
<tr>
<td>Ukiah</td>
<td>Absent</td>
<td>1.7857%</td>
</tr>
</tbody>
</table>

Vote Summary on Motion

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Ayes</td>
<td>8</td>
<td>87.1501%</td>
</tr>
<tr>
<td>Total Noes</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Abstain</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Absent</td>
<td>5</td>
<td>12.8499%</td>
</tr>
</tbody>
</table>
MONTHLY REPORTS

4. **Operational Reports for February 2020**

Rafael Santana presented the Operational Report for February 2020. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and the forced outage from January 16, 2020 continues. Rafael mentioned the CT Transformer replacement is on track for May 2020 and the CT major outage is scheduled for 2022/2023.

The operational report reflected monthly production of 0 MWH, 0 service hours, and equivalent operating availability of 0%. The report set for the Capacity Factor @ 302MW Pmax of 0%. There were 0 hot starts, 0 warm starts, and 0 cold starts during the month.

5. **Market Data Report for January 2020**

Zackary Liske presented the operating and financial settlement results for the month. LEC was committed to CAISO 0 out of 0 available days. There were no startups in the month of February, due to the January 2020 forced outage.

6. **Monthly Asset Report**

Michael DeBortoli presented the monthly asset report for January 2020. Michael mentioned the month of January was good until the forced outage on January 16, 2020.

7. **Bidding Strategies Report**

Ken Geoke mentioned, due to the January 2020 forced outage, there was no update or presentation for the Bidding Strategies Report for February 2020. When LEC returns online, they will continue to review bidding and calculating net start-up costs, along with DA and RT net revenues over the month with the Committee.

Consent Calendar (Items 8-13)

The consent calendar was considered. Chairman Chiang asked if any Participant wished to have any item removed for separate discussion. Hearing no requests, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

**Date:** 3/9/2020  
**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no.:  
10. GHG Reports (excerpted from the Monthly ARB); 11. Integrity Inspections, LLC MTGSA for specialty mechanical and inspection services, not to exceed $500,000 over five years, for use at all NCPA facilities and Members/SCPPA; 12. Hunt & Sons, Inc. MTEMS for purchase and delivery of diesel fuel, propane, and other oils and lubricants, with a not to exceed of $500,000, for use at all NCPA facilities; 13. Coffman Engineers, Inc. MTPSA for fire protection, mechanical, electrical, and civil engineering services, with a not to exceed of $1,000,000, for use at all NCPA facilities and Members/SCPPA.

Moved by: SVP
Seconded by: CDWR

Discussion: There was no further discussion.

<table>
<thead>
<tr>
<th>Participant</th>
<th>Vote</th>
<th>Particulars / GES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa</td>
<td>Yes</td>
<td>2.7857%</td>
</tr>
<tr>
<td>BART</td>
<td>Absent</td>
<td>6.6000%</td>
</tr>
<tr>
<td>Biggs</td>
<td>Yes</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR</td>
<td>Yes</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley</td>
<td>Yes</td>
<td>1.9643%</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>Absent</td>
<td>1.6428%</td>
</tr>
<tr>
<td>Lodi</td>
<td>Yes</td>
<td>9.50000%</td>
</tr>
<tr>
<td>Lompoc</td>
<td>Absent</td>
<td>2.0357%</td>
</tr>
<tr>
<td>Modesto</td>
<td>Yes</td>
<td>10.7143%</td>
</tr>
<tr>
<td>Plumas-Sierra</td>
<td>Absent</td>
<td>0.7857%</td>
</tr>
<tr>
<td>PWRPA</td>
<td>Yes</td>
<td>2.6679%</td>
</tr>
<tr>
<td>Silicon Valley Power</td>
<td>Yes</td>
<td>25.7500%</td>
</tr>
<tr>
<td>Ukiah</td>
<td>Absent</td>
<td>1.7857%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vote Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Ayes</td>
</tr>
<tr>
<td>Total Noes</td>
</tr>
<tr>
<td>Total Abstain</td>
</tr>
<tr>
<td>Total Absent</td>
</tr>
</tbody>
</table>

Result: Motion Passes

**BUSINESS ACTION ITEMS**

14. **Lodi Energy Center FY21 Annual Budget**

Monty Hanks reviewed the proposed FY21 annual budget with a PowerPoint presentation and discussed the budget process and timeline. Monty discussed the challenges with market pricing, insurance increases and plant O&M projects, capital projects and maintenance reserve.
The PPC considered the following motion:

**Date:** 3/9/2020  
**Motion:** The PPC approves the Lodi Energy Center FY21 Annual Budget.

Moved by: Lodi  
Seconded by: CDWR

Discussion: There was no further discussion.

<table>
<thead>
<tr>
<th>Participant</th>
<th>Vote</th>
<th>Particulars / GES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa</td>
<td>Yes</td>
<td>2.7857%</td>
</tr>
<tr>
<td>BART</td>
<td>Absent</td>
<td>6.6000%</td>
</tr>
<tr>
<td>Biggs</td>
<td>Yes</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR</td>
<td>Yes</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley</td>
<td>Yes</td>
<td>1.9643%</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>Absent</td>
<td>1.6428%</td>
</tr>
<tr>
<td>Lodi</td>
<td>Yes</td>
<td>9.5000%</td>
</tr>
<tr>
<td>Lompoc</td>
<td>Absent</td>
<td>2.0357%</td>
</tr>
<tr>
<td>Modesto</td>
<td>Yes</td>
<td>10.7143%</td>
</tr>
<tr>
<td>Plumas-Sierra</td>
<td>Absent</td>
<td>0.7857%</td>
</tr>
<tr>
<td>PWRPA</td>
<td>Yes</td>
<td>2.6679%</td>
</tr>
<tr>
<td>Silicon Valley</td>
<td>Yes</td>
<td>25.7500%</td>
</tr>
<tr>
<td>Power</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ukiah</td>
<td>Absent</td>
<td>1.7857%</td>
</tr>
</tbody>
</table>

**Vote Summary**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Ayes</td>
<td>8</td>
<td>87.1501%</td>
</tr>
<tr>
<td>Total Noes</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Abstain</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Absent</td>
<td>5</td>
<td>12.8499%</td>
</tr>
</tbody>
</table>

Result: Motion Passes

15. **Lodi Energy Center Spring Outage**

Michael DeBortoli presented a PowerPoint outlining the scope of work, cost, and recommendation for the Spring 2020 outage. Chairman Jiayo Chiang confirmed this is the
planned May 2020 outage. Vice Chairman Ghassan AlQaser wanted to know how the forced outage and planned outages were scheduled. Michael mentioned it will be a careful balance to schedule the install of the new gas turbine and switch out the transformer. The PPC considered the following motion:

**Date:** 3/9/2020  
**Motion:** The PPC approves the Lodi Energy Center 2020 Spring Outage, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed $2,060,000.

**Moved by:** CDWR  
**Seconded by:** MID

**Discussion:** There was no further discussion.

### Vote Summary on Motion

<table>
<thead>
<tr>
<th>Participant</th>
<th>Vote</th>
<th>Particulars / GES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa</td>
<td>Yes</td>
<td>2.7857%</td>
</tr>
<tr>
<td>BART</td>
<td>Absent</td>
<td>6.6000%</td>
</tr>
<tr>
<td>Biggs</td>
<td>Yes</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR</td>
<td>Yes</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley</td>
<td>Yes</td>
<td>1.9643%</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>Absent</td>
<td>1.6428%</td>
</tr>
<tr>
<td>Lodi</td>
<td>Yes</td>
<td>9.5000%</td>
</tr>
<tr>
<td>Lompoc</td>
<td>Absent</td>
<td>2.0357%</td>
</tr>
<tr>
<td>Modesto</td>
<td>Yes</td>
<td>10.7143%</td>
</tr>
<tr>
<td>Plumas-Sierra</td>
<td>Absent</td>
<td>0.7857%</td>
</tr>
<tr>
<td>PWRPA</td>
<td>Yes</td>
<td>2.6679%</td>
</tr>
<tr>
<td>Silicon Valley Power</td>
<td>Yes</td>
<td>25.7500%</td>
</tr>
<tr>
<td>Ukiah</td>
<td>Absent</td>
<td>1.7857%</td>
</tr>
</tbody>
</table>

### Vote Summary

<table>
<thead>
<tr>
<th>Vote Summary</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Ayes</td>
<td>8</td>
<td>87.1501%</td>
</tr>
<tr>
<td>Total Noes</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Abstain</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Absent</td>
<td>5</td>
<td>12.8499%</td>
</tr>
</tbody>
</table>

**Result:** Motion Passes

### INFORMATIONAL ITEMS
16. **Lodi Energy Center Unit Outage Update**

Michael DeBortoli updated the Committee with the latest information on the status of the forced LEC outage. The Siemens Energy, Inc. contract for the purchase of the new F4 model gas turbine is complete. The next step is the approval from the San Joaquin Valley Air Pollution Control District to replace the F3 model gas turbine with the available F4 model.

Monty Hanks presented the AEGIS insurance letter to the Committee that indicated the property damage deductible exception for a turbine/generator unit for the forced outage is a $1 Million and not the standard $500,000 deductible for property damage.

Monty also proved the AIG insurance letter stating they are the recovery agents for Lexington Insurance Company and our carrier intends to pursue a subrogation action against any responsible party(s). The Committee will decide whether to include the deductible in the subrogation or not by the end of March 2020. Jane Luckhardt mentioned a motion would need to be created if the Committee wants to stay in the subrogation. No motion made.

17. **Additional Operational Updates**

Gordon Lloyd presented a PowerPoint presentation regarding the root cause failure analysis (RCFA), performed by Tetra Engineering, about the November 21, 2019 forced outage. The determination of the HRH pipe leak and failure was a poor pipe install, which caused a butt weld to rub on the pipe.

**Adjournment**

The next regular meeting of the PPC is scheduled for Monday, April 6, 2020 at 10:00am.

The meeting was adjourned at 10:55am.

Submitted by: Melissa Conrad
Lodi Energy Center Project Participant Committee

Operational Report

Date: 03/09/2020
To: Lodi Energy Center Project Participant Committee

Agenda Item No.: 5

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

- Permits: 0 Violations Issued.
- NERC/WECC: 0 Violations Issued.

Outage Summaries:

- 2/1 – 2/29: LEC CT failure, OMS 8187484.

Planned Outage Summaries:

- 2020 MAY – CTG Main Transformer Replacement
- 2022/2023 ST and Gen – Major Inspection (6 weeks outage)
### Generating Unit Statistics:

**Date:** 2/1/2020

1. **Monthly Production**
   - 0 MWH

2. **Productivity Factor**
   - a. Service Hours: 0 Hours
   - b. Service Factor: 0.0% %
   - c. Capacity Factor @ 302MW Pmax: 0.0 %

3. **Equivalent Operating Availability (EOA)**
   - 0.0 %

4. **Forced Outage Rate (FOR)**
   - 100.0 %

5. **Heat Rate Deviation**
   - a. Fuel Cost (Not Current Market Price): 4.00 $/mmBTU
   - | MW Range       | PMOA HR BTU/kW-Hr | Average HR BTU/kW-Hr | Deviation % | Production MWH | Cost $ |
     |----------------|--------------------|----------------------|-------------|----------------|-------|
     | Seg. 1         | 296 +              | 6850                 | 0           | 0 MWH         | $0    |
     | Seg. 2         | 284 - 296          | 6870                 | 0           | 0 MWH         | $0    |
     | Seg. 3         | 275 - 284          | 6971                 | 0           | 0 MWH         | $0    |
     | Seg. 4         | 250 - 275          | 7081                 | 0           | 0 MWH         | $0    |
     | Seg. 5         | 225 - 250          | 7130                 | 0           | 0 MWH         | $0    |
     | Seg. 6         | 200 - 225          | 7200                 | 0           | 0 MWH         | $0    |
     | Seg. 7         | 175 - 225          | 7450                 | 0           | 0 MWH         | $0    |
     | Seg. 8         | 165 - 175          | 7760                 | 0           | 0 MWH         | $0    |

   - **Total Deviation:** 7,164 #DIV/0! 0.00% 0 $0

6. **AGC Control Deviation**
   - | MW Range       | High Dev MWH | Low Dev MWH | Total Dev MWH | Cost $ |
     |----------------|--------------|-------------|---------------|-------|
     | Seg. 1         | 296 +        | 0           | 0 MWH         | $0    |
     | Seg. 2         | 284 - 296    | 0           | 0 MWH         | $0    |
     | Seg. 3         | 275 - 284    | 0           | 0 MWH         | $0    |
     | Seg. 4         | 250 - 275    | 0           | 0 MWH         | $0    |
     | Seg. 5         | 225 - 250    | 0           | 0 MWH         | $0    |
     | Seg. 6         | 200 - 225    | 0           | 0 MWH         | $0    |
     | Seg. 7         | 175 - 225    | 0           | 0 MWH         | $0    |
     | Seg. 8         | 165 - 175    | 0           | 0 MWH         | $0    |

   - **Total Deviation:** 0 0 0 $0

7. **Starting Reliability**
   - | Start Type | Hot Starts | Warm Starts | Cold Starts |
     |------------|------------|-------------|-------------|
     | Number of Starts | 0          | 0           | 0           |
     | Start Time Benchmark (Minutes) | 75          | 110         | 200         |
     | Start Time Actual (Average Minute) | 0           | 0           | 0           |
     | Start Time Deviation (%) | 0%          | 0%          | 0%          |
     | Start Fuel Benchmark PMOA (mmBTU) | 1,300       | 1,800       | 3,500       |
     | Start Fuel Actual (Average mmBTU) | 1,300       | 0           | 0           |
     | Fuel Deviation (%) | 0%          | -100%       | 0%          |

   - **Costs of Fuel Deviations ($):** $0 $0 $0
LEC PPC Meeting
April 6, 2020
March 2020 Market Financial Results
LEC Operational Results for March 2020

- Resource Adequacy Availability Metrics:
  - 0.0% - Monthly Assessment Generic Performance
  - 0.0% - Monthly Assessment Flexible Performance
  - Vs
  - 96.5% Availability Standard

- Estimated Initial CAISO RAAIM Non-Availability Charges:
  - $71,915 for Generic RA based on claimed 20.1 mw
  - $0 for Flexible RA based on claimed 0 mw
  - $71,915 Total RAAIM Non-Availability Charge
## LEC RAAIM Allocation Quantities and Amounts

<table>
<thead>
<tr>
<th>Resource ID</th>
<th>LODIEC_2_PL1X2</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LEC Participant</th>
<th>Generic RA (MW)</th>
<th>Flexible RA Capacity (MW)</th>
<th>Net Generic (MW)</th>
<th>flex %</th>
<th>Gen %</th>
<th>Flex $ Allocation</th>
<th>Generic $ Allocation</th>
<th>Total $ Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDWR</td>
<td>17.00</td>
<td>0.00</td>
<td>17.00</td>
<td>0.00</td>
<td>84.58</td>
<td>$</td>
<td>$ 60,824</td>
<td>$ 60,824</td>
</tr>
<tr>
<td>SNCL</td>
<td>3.10</td>
<td>0.00</td>
<td>3.10</td>
<td>0.00</td>
<td>15.42</td>
<td>$</td>
<td>$ 11,091</td>
<td>$ 11,091</td>
</tr>
<tr>
<td>Total</td>
<td>20.10</td>
<td>0.00</td>
<td>20.10</td>
<td>0.00</td>
<td>100.00</td>
<td>$</td>
<td>$ 71,915</td>
<td>$ 71,915</td>
</tr>
</tbody>
</table>
# February Asset Report

<table>
<thead>
<tr>
<th></th>
<th>Most Recent</th>
<th>Forecast</th>
<th>Budget</th>
<th>Forecast</th>
<th>Above / (below)</th>
<th>Percent Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td>70,266</td>
<td>6,920,431</td>
<td>6,451,634</td>
<td>(6,850,165)</td>
<td>-99%</td>
<td>Forced Outage</td>
</tr>
<tr>
<td><strong>VOM</strong></td>
<td>554,518</td>
<td>5,542,213</td>
<td>5,412,269</td>
<td>(4,987,695)</td>
<td>-90%</td>
<td></td>
</tr>
<tr>
<td><strong>Fixed</strong></td>
<td>990,833</td>
<td>813,293</td>
<td>837,497</td>
<td>177,540</td>
<td>22%</td>
<td>Forced Outage Labor</td>
</tr>
<tr>
<td><strong>Projects</strong></td>
<td>519,289</td>
<td>1,291,024</td>
<td>1,291,024</td>
<td>(771,735)</td>
<td>-60%</td>
<td></td>
</tr>
<tr>
<td><strong>A&amp;G</strong></td>
<td>197,160</td>
<td>203,798</td>
<td>203,798</td>
<td>(6,638)</td>
<td>-3%</td>
<td></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td>2,171,202</td>
<td>2,171,202</td>
<td>2,171,202</td>
<td>(0)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Net Cost</strong></td>
<td>(4,362,736)</td>
<td>(3,101,099)</td>
<td>(3,464,157)</td>
<td>(1,261,637)</td>
<td>41%</td>
<td></td>
</tr>
<tr>
<td><strong>Net Annual Cost</strong></td>
<td>(40,463,042)</td>
<td>(29,095,641)</td>
<td>($11,367,401)</td>
<td></td>
<td></td>
<td>Above budget by 39.07%</td>
</tr>
</tbody>
</table>
Historical Margins

February

-100,000  0  900,000  900,000  1,900,000  2,900,000  3,900,000  4,900,000


March 30, 2020
### Lodi Energy Center

**Monthly Budget Analysis**

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VOM</strong></td>
<td>2,772,444</td>
<td>2,325,558</td>
<td>2,624,722</td>
<td>5,699,893</td>
<td>7,637,715</td>
<td>6,583,444</td>
<td>5,605,033</td>
<td>554,518</td>
<td>2,583,621</td>
<td>1,263,366</td>
<td>1,989,925</td>
<td>4,256,824</td>
<td>42,797,063</td>
</tr>
<tr>
<td><strong>Capacity Factor</strong></td>
<td>44%</td>
<td>44%</td>
<td>35%</td>
<td>76%</td>
<td>89%</td>
<td>29%</td>
<td>0%</td>
<td>30%</td>
<td>7%</td>
<td>15%</td>
<td>66%</td>
<td>41%</td>
<td>63%</td>
</tr>
<tr>
<td><strong>Fuel Consumed (mmBTU, estimated)</strong></td>
<td>714,247</td>
<td>730,946</td>
<td>553,405</td>
<td>1,235,256</td>
<td>911,591</td>
<td>1,362,202</td>
<td>472,551</td>
<td>0</td>
<td>466,793</td>
<td>97,992</td>
<td>229,180</td>
<td>979,872</td>
<td>6,504,055</td>
</tr>
<tr>
<td><strong>Power Produced (MWHr, estimated)</strong></td>
<td>98,359</td>
<td>99,594</td>
<td>76,532</td>
<td>171,502</td>
<td>127,638</td>
<td>190,605</td>
<td>64,889</td>
<td>0</td>
<td>466,793</td>
<td>97,992</td>
<td>229,180</td>
<td>979,872</td>
<td>6,504,055</td>
</tr>
<tr>
<td><strong>Total O&amp;M Cost</strong></td>
<td>4,096,852</td>
<td>4,617,017</td>
<td>3,831,333</td>
<td>6,873,564</td>
<td>8,775,369</td>
<td>8,434,788</td>
<td>5,847,108</td>
<td>2,261,800</td>
<td>3,649,148</td>
<td>2,908,184</td>
<td>5,174,202</td>
<td>5,657,352</td>
<td>40,463,042</td>
</tr>
</tbody>
</table>

**Notes:**
- VOM: 2,772,444 (FY2020 Budget: 2,772,444) used 79.2%.
- Capacity Factor: 44% (FY2020 Budget: 44%) used 65%.
- Fuel Consumed: 714,247 (FY2020 Budget: 714,247) used 70.8%.
- Power Produced: 98,359 (FY2020 Budget: 98,359) used 68.0%.
- Total O&M Cost: 4,096,852 (FY2020 Budget: 4,096,852) used 58.5%.
- Debt Service: 2,171,202 (FY2020 Budget: 2,171,202) used 100.0%.
- Net: ($2,339,443) (FY2020 Budget: $2,339,443) used 79.0%.

**Expenditures Details:**
- **VOM:** 2,772,444 (July) - 3,225,558 (August) - 2,624,722 (September) - 5,699,893 (October) - 7,637,715 (November) - 6,583,444 (December) - 5,605,033 (January) - 554,518 (February) - 2,583,621 (March) - 1,263,366 (April) - 1,989,925 (May) - 4,256,824 (June) - 42,797,063 (July) - 58,722,261 (August)
- **Fuel Consumed:** 714,247 (July) - 730,946 (August) - 553,405 (September) - 1,235,256 (October) - 911,591 (November) - 1,362,202 (December) - 472,551 (January) - 0 (February) - 466,793 (March) - 97,992 (April) - 229,180 (May) - 979,872 (June) - 6,504,055 (July) - 10,956,328 (August)
- **Power Produced:** 98,359 (July) - 99,594 (August) - 76,532 (September) - 171,502 (October) - 127,638 (November) - 190,605 (December) - 64,889 (January) - 0 (February) - 466,793 (March) - 97,992 (April) - 229,180 (May) - 979,872 (June) - 6,504,055 (July) - 10,956,328 (August)
- **Total O&M Cost:** 4,096,852 (July) - 4,617,017 (August) - 3,831,333 (September) - 6,873,564 (October) - 8,775,369 (November) - 8,434,788 (December) - 5,847,108 (January) - 2,261,800 (February) - 3,649,148 (March) - 2,908,184 (April) - 5,174,202 (May) - 5,657,352 (June) - 40,463,042 (July) - 58,722,261 (August)

**Revenue:**
- **ISO Energy Sales (estimated):** 3,928,611 (July) - 3,990,879 (August) - 3,514,451 (September) - 7,207,753 (October) - 5,937,160 (November) - 8,408,378 (December) - 2,878,514 (January) - 70,266 (February) - 2,912,166 (March) - 603,645 (April) - 1,392,638 (May) - 5,461,303 (June) - 46,391,964 (July) - 74,420,929 (August)
- **Other Income:** 3,928,611 (July) - 3,990,879 (August) - 3,514,451 (September) - 7,207,753 (October) - 5,937,160 (November) - 8,408,378 (December) - 2,878,514 (January) - 70,266 (February) - 2,912,166 (March) - 603,645 (April) - 1,392,638 (May) - 5,461,303 (June) - 46,391,964 (July) - 74,420,929 (August)

**Comments:**
- **Capacity Factor:** The capacity factor has varied significantly, with a range from 35% to 76%.
- **Fuel Consumed:** The fuel consumed has varied significantly, with a range from 700,000 mmBTU to 1,362,202 mmBTU.
- **Power Produced:** The power produced has varied significantly, with a range from 64,889 MWHr to 8,434,788 MWHr.
- **Total O&M Cost:** The total O&M cost has varied significantly, with a range from $2,339,443 to $42,797,063.
LEC Treasurer’s Report

Date: April 6, 2020
To: LEC Project Participant Committee
Subject: Treasurer’s Report for the Month Ended February 29, 2020

In compliance with NCPA policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash - At month end cash totaled $143,991.

Investments - The carrying value of the LEC’s investment portfolio totaled $36,348,046 at month end. The current market value of the portfolio totaled $36,466,965.

The overall portfolio had a combined weighted average interest rate of 1.749% with a bond equivalent yield (yield to maturity) of 1.586%. Investments with a maturity greater than one year totaled $12,295,000. During the month $3,061,463 was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates - During the month, rates on 90 day T-Bills decreased 10 basis point (from 1.56% to 1.46%) and rates on one year T-Bills decreased 29 basis points (from 1.50% to 1.21%).

To the best of my knowledge and belief, all securities held by LEC as of February 29, 2020 are in compliance with the Agency’s investment policy. There are adequate cash flow and investment maturities to meet next month’s cash requirements.

Environmental Analysis

The Treasurer’s report will 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.

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments
LODI ENERGY CENTER

TREASURER'S REPORT

FEBRUARY 29, 2020

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH &amp; INVESTMENT BALANCE</td>
<td>1</td>
</tr>
<tr>
<td>CASH ACTIVITY SUMMARY</td>
<td>2</td>
</tr>
<tr>
<td>INVESTMENT ACTIVITY SUMMARY</td>
<td>3</td>
</tr>
<tr>
<td>INTEREST RATE/YIELD ANALYSIS</td>
<td>4</td>
</tr>
<tr>
<td>INVESTMENT MATURITIES ANALYSIS</td>
<td>5</td>
</tr>
<tr>
<td>DETAIL REPORT OF INVESTMENTS</td>
<td>APPENDIX</td>
</tr>
</tbody>
</table>
### Northern California Power Agency/Lodi Energy Center
#### Treasurer's Report
#### Cash & Investment Balance
#### February 29, 2020

<table>
<thead>
<tr>
<th></th>
<th>CASH</th>
<th>INVESTMENTS</th>
<th>TOTAL</th>
<th>PERCENT</th>
<th>INVESTMENTS at MARKET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MANDATORY FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Account</td>
<td>$101,524</td>
<td>$12,221,331</td>
<td>$12,322,855</td>
<td>33.77%</td>
<td>$12,225,619</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td></td>
<td>12,530,483</td>
<td>12,530,483</td>
<td>34.34%</td>
<td>12,615,581</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td></td>
<td>11,491,132</td>
<td>11,491,132</td>
<td>31.49%</td>
<td>11,520,665</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$101,524</td>
<td>36,242,946</td>
<td>36,344,470</td>
<td>99.60%</td>
<td>36,361,865</td>
</tr>
</tbody>
</table>

| **ADDITIONAL PROJECT FUNDS** |        |             |           |         |                       |
| GHG Cash Account        |        | 105,100     | 105,100   | 0.29%   | 105,100               |
| Transmission Upgrade Escrow | 42,467 | -           | 42,467    | 0.12%   | -                     |
| Participant Deposit Account | -     | -           | -         | 0.00%   | -                     |
| **Total**               | $143,981 | $36,348,046 | $36,492,037 | 100.00% | $36,466,965          |

**NOTE A** - Investment amounts shown at book carrying value.

1. Amount held in escrow
# Northern California Power Agency/Lodi Energy Center
## Treasurer's Report
### Cash Activity Summary
#### February 29, 2020

<table>
<thead>
<tr>
<th>MANDATORY FUNDS</th>
<th>RECEPTS</th>
<th>EXPENDITURES</th>
<th>CASH</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OPS/CONST</td>
<td>INTEREST (NOTE B)</td>
<td>INVESTMENTS (NOTE A)</td>
</tr>
<tr>
<td>Debt Service Account</td>
<td>$ -</td>
<td>$ 127</td>
<td>$ -</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>-</td>
<td>1,056</td>
<td>-</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>-</td>
<td>(5,394)</td>
<td>998,958</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>-</td>
<td>(4,211)</td>
<td>998,958</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL PROJECT FUNDS</th>
<th>RECEPTS</th>
<th>EXPENDITURES</th>
<th>CASH</th>
</tr>
</thead>
<tbody>
<tr>
<td>GHG Cash Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transmission Upgrade Escrow</td>
<td>-</td>
<td>5</td>
<td>-</td>
</tr>
<tr>
<td>Participant Deposit Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ -</td>
<td>(4,206)</td>
<td>998,958</td>
</tr>
</tbody>
</table>

**NOTE A** - Investment amounts shown at book carrying value.

**NOTE B** - Net of accrued interest purchased on investments.

1 Amount held in escrow
Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
February 29, 2020

<table>
<thead>
<tr>
<th>MANDATORY FUNDS</th>
<th>PURCHASED</th>
<th>SOLD OR MATUR ED</th>
<th>(NON-CASH) DISC/(PREM) AMORT</th>
<th>(NON-CASH) GAIN/(LOSS) ON SALE</th>
<th>INVESTMENTS TRANSFERS</th>
<th>INCREASE / (DECREASE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Account</td>
<td>$ 2,079,740</td>
<td>-</td>
<td>$ 12,711</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,092,451</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>1,056</td>
<td>-</td>
<td>(2,698)</td>
<td>-</td>
<td>-</td>
<td>(1,642)</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>993,564</td>
<td>(998,958)</td>
<td>(626)</td>
<td>-</td>
<td>-</td>
<td>(6,020)</td>
</tr>
<tr>
<td></td>
<td>3,074,360</td>
<td>(998,958)</td>
<td>9,387</td>
<td>-</td>
<td>-</td>
<td>2,084,789</td>
</tr>
</tbody>
</table>

| ADDITIONAL PROJECT FUNDS         |             |                  |                               |                                |                       |                       |
| GHG Cash Account                | (12,897)    | -                | -                             | -                              | -                     | (12,897)              |
| Participant Deposit Acct.       | -           | -                | -                             | -                              | -                     |                       |
| TOTAL                           | $ 3,061,463 | $ (998,958)      | $ 9,387                       | $ -                            | $ -                   | $ 2,071,892           |

Less Non-Cash Activity
Disc/(Prem) Amortization & Gain/(Loss) on Sale
(9,387)

Net Change in Investment --Before Non-Cash Activity
$ 2,062,505

NOTE A -Investment amounts shown at book carrying value.
Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
February 29, 2020

<table>
<thead>
<tr>
<th>OVERALL COMBINED</th>
<th>WEIGHTED AVERAGE INTEREST RATE</th>
<th>BOND EQUIVALENT YIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.749%</td>
<td>1.586%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account</th>
<th>Rate</th>
<th>Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Account</td>
<td>1.388%</td>
<td>1.414%</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>2.084%</td>
<td>1.658%</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>1.762%</td>
<td>1.684%</td>
</tr>
<tr>
<td>GHG Cash Account</td>
<td>2.246%</td>
<td>2.246%</td>
</tr>
</tbody>
</table>

**KEY INTEREST RATES**

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Current</th>
<th>Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed Funds (Overnight)</td>
<td>1.58%</td>
<td>2.40%</td>
</tr>
<tr>
<td>T-Bills (90da.)</td>
<td>1.46%</td>
<td>2.45%</td>
</tr>
<tr>
<td>Agency Disc (90da.)</td>
<td>1.21%</td>
<td>2.35%</td>
</tr>
<tr>
<td>T-Bills (1yr.)</td>
<td>1.21%</td>
<td>2.55%</td>
</tr>
<tr>
<td>Agency Disc (1yr.)</td>
<td>0.89%</td>
<td>2.37%</td>
</tr>
<tr>
<td>T-Notes (3yr.)</td>
<td>1.09%</td>
<td>2.47%</td>
</tr>
</tbody>
</table>
## Northern California Power Agency/Lodi Energy Center
### Total Portfolio
#### Investment Maturities Analysis
February 29, 2020

<table>
<thead>
<tr>
<th>Type</th>
<th>0-7</th>
<th>8-90</th>
<th>91-180</th>
<th>181-270</th>
<th>271-365</th>
<th>1-5</th>
<th>6-10</th>
<th>Total</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Days</td>
<td>Days</td>
<td>Days</td>
<td>Days</td>
<td>Days</td>
<td>Years</td>
<td>Years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Government Agencies</td>
<td>$</td>
<td>$</td>
<td>$19,090</td>
<td>$420</td>
<td>$10,740</td>
<td>$</td>
<td>$</td>
<td>$30,250</td>
<td>83.28%</td>
</tr>
<tr>
<td>Corporate Bonds (MTN)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,555</td>
<td>-</td>
<td>1,555</td>
<td>4.28%</td>
<td></td>
</tr>
<tr>
<td>US Bank Trust Money Market</td>
<td>2,121</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,121</td>
<td></td>
<td>5.84%</td>
<td></td>
</tr>
<tr>
<td>Commercial Paper</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.01%</td>
<td></td>
</tr>
<tr>
<td>Investment Trusts (LAIF)</td>
<td>1,635</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,635</td>
<td>4.50%</td>
<td></td>
</tr>
<tr>
<td>Investment Trusts (CAMP)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.01%</td>
<td></td>
</tr>
<tr>
<td>U.S.Treasury Market Acct. a</td>
<td>6</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6</td>
<td>0.02%</td>
<td></td>
</tr>
<tr>
<td>U.S.Treasury Bill/Note</td>
<td>-</td>
<td>-</td>
<td>755</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>755</td>
<td>2.08%</td>
<td></td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Dollars</strong></td>
<td>$3,762</td>
<td>$0</td>
<td>$19,845</td>
<td>$0</td>
<td>$420</td>
<td>$12,295</td>
<td>$0</td>
<td>$36,322</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total Percent</strong></td>
<td>10.35%</td>
<td>0.00%</td>
<td>54.64%</td>
<td>0.00%</td>
<td>1.16%</td>
<td>33.85%</td>
<td>0.00%</td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>

Investments are shown at Face Value, in thousands.
NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

Note: This appendix has been prepared to comply with

Government Code section 53646.
<table>
<thead>
<tr>
<th>Issue</th>
<th>Trustee/Manager</th>
<th>Debt Due to Maturity</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>US Bank Trust</td>
<td>3/20/2010</td>
<td>720,881</td>
<td>787,170</td>
<td>3,039,280</td>
<td>3,040,617</td>
</tr>
<tr>
<td>#3</td>
<td>US Bank Trust</td>
<td>3/20/2010</td>
<td>720,881</td>
<td>787,170</td>
<td>3,039,280</td>
<td>3,040,617</td>
</tr>
<tr>
<td>#7</td>
<td>US Bank Trust</td>
<td>3/20/2010</td>
<td>720,881</td>
<td>787,170</td>
<td>3,039,280</td>
<td>3,040,617</td>
</tr>
<tr>
<td>#8</td>
<td>US Bank Trust</td>
<td>3/20/2010</td>
<td>720,881</td>
<td>787,170</td>
<td>3,039,280</td>
<td>3,040,617</td>
</tr>
<tr>
<td>#9</td>
<td>US Bank Trust</td>
<td>3/20/2010</td>
<td>720,881</td>
<td>787,170</td>
<td>3,039,280</td>
<td>3,040,617</td>
</tr>
</tbody>
</table>

**Notes:**
- Market Value is based on prices from either the Montgomery or the Wall Street Journal.
- Current Market Value is based on prices from either the Montgomery or the Wall Street Journal as of 02/29/2020.
- The Fund's NAV is a measure of the value of the net assets available to shareholders at the end of each reporting period and is calculated by dividing the total assets less liabilities by the number of shares outstanding.
- The Fund's NAV is adjusted daily to reflect the change in the value of the Fund's net assets.
- The Fund's NAV is used to determine the performance of the Fund and to calculate the net capital gain or loss on the sale of the Fund's shares.

**Investment Positions:**
## LEC Issue #1 2010 DSR Fund

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchase Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* ETV</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>1,388</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>1,386</td>
<td>01/15/2021</td>
<td>320</td>
<td>1.537</td>
<td>416,635</td>
<td>313385AQ9A</td>
<td>26943</td>
<td>1,388</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>420,000</td>
<td>1.500</td>
<td>01/28/2020</td>
<td>413,823</td>
<td>05/25/2021</td>
<td>450</td>
<td>1.659</td>
<td>4,360,131</td>
<td>3130EGBZ7</td>
<td>26337</td>
<td>414,400</td>
</tr>
<tr>
<td>Federal Farm Credit</td>
<td>USB</td>
<td>4,360,000</td>
<td>1.660</td>
<td>06/08/2016</td>
<td>4,360,000</td>
<td>08/12/2021</td>
<td>529</td>
<td>1.699</td>
<td>4,300,000</td>
<td>3137EAEQ3</td>
<td>26454</td>
<td>4,300,000</td>
</tr>
<tr>
<td>Federal Home Loan Mt</td>
<td>USB</td>
<td>150,000</td>
<td>1.125</td>
<td>07/28/2017</td>
<td>146,648</td>
<td>08/10/2022</td>
<td>851</td>
<td>1.780</td>
<td>150,339</td>
<td>3137FAEAO</td>
<td>26445</td>
<td>148,796</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USB</td>
<td>4,100,000</td>
<td>2.125</td>
<td>08/28/2017</td>
<td>4,168,306</td>
<td>08/10/2022</td>
<td>851</td>
<td>1.780</td>
<td>4,211,766</td>
<td>313379Q96</td>
<td>26463</td>
<td>4,132,487</td>
</tr>
</tbody>
</table>

**Fund Total and Average**

- $9,031,388 @ 1.856
- $9,990,165
- 619 @ 1.701
- $9,139,159
- $9,057,074

## LEC Iss#1 2010B BABS Subs Resv

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchase Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* ETV</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>37,218</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>37,218</td>
<td>09/01/2020</td>
<td>103</td>
<td>1.540</td>
<td>2,155,940</td>
<td>313370E38</td>
<td>26455</td>
<td>37,218</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USB</td>
<td>2,145,000</td>
<td>3.375</td>
<td>07/28/2017</td>
<td>2,255,149</td>
<td>02/20/2020</td>
<td>145</td>
<td>1.980</td>
<td>149,184</td>
<td>3133842U6</td>
<td>26845</td>
<td>2,155,750</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>UBOC</td>
<td>150,000</td>
<td>1.620</td>
<td>07/25/2019</td>
<td>147,080</td>
<td>07/24/2020</td>
<td>145</td>
<td>1.980</td>
<td>149,184</td>
<td>3133842U6</td>
<td>26845</td>
<td>148,840</td>
</tr>
</tbody>
</table>

**Fund Total and Average**

- $2,332,218 @ 3.238
- $2,439,444
- 104 @ 1.563
- $2,342,342
- $2,341,817

## LEC Issue #2 2010B DSR BABS

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchase Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* ETV</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>1,009</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>1,009</td>
<td>01/31/2020</td>
<td>151</td>
<td>1.484</td>
<td>751,361</td>
<td>912796WY1</td>
<td>26944</td>
<td>1,009</td>
</tr>
<tr>
<td>U.S. Treasury</td>
<td>USBT</td>
<td>785,000</td>
<td>1.453</td>
<td>01/31/2020</td>
<td>749,484</td>
<td>07/02/2020</td>
<td>151</td>
<td>1.484</td>
<td>751,361</td>
<td>912796WY1</td>
<td>26944</td>
<td>750,368</td>
</tr>
<tr>
<td>Federal Home Loan Mt</td>
<td>USBT</td>
<td>380,000</td>
<td>1.650</td>
<td>03/01/2020</td>
<td>380,190</td>
<td>07/08/2023</td>
<td>1,244</td>
<td>1.636</td>
<td>381,710</td>
<td>3134GUE6DT</td>
<td>26945</td>
<td>380,165</td>
</tr>
</tbody>
</table>

**Fund Total and Average**

- $1,136,009 @ 1.519
- $1,136,683
- 518 @ 1.534
- $1,134,080
- $1,131,592

**GRAND TOTALS:**

- $12,499,615 @ 2.084
- $12,660,292
- 514 @ 1.668
- $12,615,561
- $12,530,483

---

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2020.

Investment #28337 FFCB Callable anytime
Investment #28945 FHLMC Callable on 1/28/2021 only
## LEC O & M Reserve

| Issuer                      | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchase Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP       | Investment # | Carrying Value |
|-----------------------------|---------------------|--------------|---------------|---------------|---------------|---------------|------------------|-------------------|--------------|-------------|-------------|---------------|----------------|
| Local Agency Investm        | UBOC                | 1,529,977    | 2.246         | 07/01/2013    | 1,529,977     | 1             | 2,246           | 1,529,977         | 70047        | 1,529,977   |             | 1,529,977     |
| Union Bank of Calif         | UBOC                | 6,322        | 0.002         | 07/16/2013    | 6,322         | 1             | 0.002           | 6,322             | 70041        | 6,322       |             | 6,322         |
| Federal Home Loan Ba       | UBOC                | 3,615,000    | 1.540         | 06/20/2017    | 3,613,952     | 96            | 1.550           | 3,617,169         | 3130ABJQ0      | 26440       | 3,614,907   |             |                |
| Federal National Mtg       | UBOC                | 3,000,000    | 1.300         | 06/30/2016    | 3,000,000     | 121           | 1.300           | 3,001,260         | 3136G3J4U2      | 26341       | 3,000,000   |             |                |
| Federal Farm Credit        | UBOC                | 500,000      | 1.500         | 10/15/2019    | 499,338       | 410           | 1.590           | 503,130           | 3133EKY83      | 26892       | 499,502     |             |                |
| Toyota Motor Credit        | UBOC                | 495,000      | 1.800         | 06/03/2020    | 496,995       | 565           | 1.555           | 499,594           | 89236TGJ8      | 26953       | 498,902     |             |                |
| US Bank, N.A.              | UBOC                | 595,000      | 2.650         | 05/21/2020    | 598,290       | 813           | 2.458           | 611,565           | 90331HP1C1      | 26822       | 597,462     |             |                |
| Federal Home Loan Mt       | UBOC                | 1,250,000    | 2.000         | 10/16/2019    | 1,250,000     | 1,324         | 2.000           | 1,250,913         | 3134GJ78B7      | 26893       | 1,250,000   |             |                |
| Caterpillar Financia       | UBOC                | 485,000      | 3.250         | 02/03/2020    | 496,569       | 1,736         | 1.776           | 500,735           | 14912L6G1       | 26952       | 496,060     |             |                |

| Fund Total and Average     | $11,456,299         | 1.762        | $11,491,440   | 366           | 1.684         | $11,520,665    | $11,491,132     |

**GRAND TOTALS:**

| Fund Total and Average     | $11,456,299         | 1.762        | $11,491,440   | 366           | 1.684         | $11,520,665    | $11,491,132     |

*Bond Equivalent Yield to Maturity is shown based on a 366 day year to provide a basis for comparison between all types.*

Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 02/29/2020

- **Investment #26822 USB** Callable on and anytime after 4/22/2022
- **Investment #26893 FHLMC** Callable on and anytime after 4/16/2020
Lodi Energy Center Project Participant Committee

LEC Financial Reports

Date:        April 6, 2020
To:          Lodi Energy Center Project Participant Committee
Subject:     February 29, 2020 Financial Reports (Unaudited)
<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$105,100</td>
<td>$73,707</td>
</tr>
<tr>
<td>Interest receivable</td>
<td>$372</td>
<td>$193</td>
</tr>
<tr>
<td>Inventory and supplies - at average cost</td>
<td>$2,202,633</td>
<td>$2,110,854</td>
</tr>
<tr>
<td>Prepaid insurance</td>
<td>$617,546</td>
<td>$440,394</td>
</tr>
<tr>
<td>Due from (to) Agency, net</td>
<td>$20,668,292</td>
<td>$38,136,316</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>$23,593,943</td>
<td>$40,761,464</td>
</tr>
<tr>
<td><strong>RESTRICTED ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$3,808,772</td>
<td>$5,300,061</td>
</tr>
<tr>
<td>Investments</td>
<td>$32,585,376</td>
<td>$29,861,967</td>
</tr>
<tr>
<td>Interest receivable</td>
<td>$100,628</td>
<td>$79,111</td>
</tr>
<tr>
<td><strong>TOTAL RESTRICTED ASSETS</strong></td>
<td>$36,494,776</td>
<td>$35,241,139</td>
</tr>
<tr>
<td><strong>ELECTRIC PLANT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric plant in service</td>
<td>$424,508,053</td>
<td>$423,846,087</td>
</tr>
<tr>
<td>Less: accumulated depreciation</td>
<td>($105,924,643)</td>
<td>($91,298,069)</td>
</tr>
<tr>
<td></td>
<td>$318,583,410</td>
<td>$332,548,018</td>
</tr>
<tr>
<td>Construction work-in-progress</td>
<td>$182,398</td>
<td>$182,398</td>
</tr>
<tr>
<td><strong>TOTAL ELECTRIC PLANT</strong></td>
<td>$318,765,808</td>
<td>$332,730,416</td>
</tr>
<tr>
<td><strong>OTHER ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulatory assets</td>
<td>$25,493,072</td>
<td>$24,892,523</td>
</tr>
<tr>
<td><strong>TOTAL OTHER ASSETS</strong></td>
<td>$25,493,072</td>
<td>$24,892,523</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$404,347,599</td>
<td>$433,625,542</td>
</tr>
</tbody>
</table>

| DEFERRED OUTFLOWS OF RESOURCES           |                 |                 |
| Unamortized excess cost on advance       | $1,612,376      | $1,925,043      |
| refunding of debt, net                   | $181,239        | $173,690        |
| **TOTAL DEFERRED OUTFLOWS OF RESOURCES**| $1,793,615      | $2,098,733      |

**TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES** $406,141,214 $435,724,275
NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENTS OF NET POSITION
UNAUDITED

<table>
<thead>
<tr>
<th></th>
<th>February 2020</th>
<th>February 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIABILITIES &amp; NET POSITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2020</td>
<td>2019</td>
</tr>
<tr>
<td><strong>CURRENT LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts and retentions payable</td>
<td>$688</td>
<td>$7,257,502</td>
</tr>
<tr>
<td>Operating reserves</td>
<td>$15,454,116</td>
<td>$13,466,520</td>
</tr>
<tr>
<td>Current portion of long-term debt</td>
<td>$12,040,000</td>
<td>$11,480,000</td>
</tr>
<tr>
<td>Accrued interest payable</td>
<td>$3,486,852</td>
<td>$3,632,323</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
<td>$30,981,656</td>
<td>$35,836,345</td>
</tr>
<tr>
<td><strong>NON-CURRENT LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating reserves and other deposits</td>
<td>$1,189,184</td>
<td>$1,157,103</td>
</tr>
<tr>
<td>Asset retirement obligations</td>
<td>$181,239</td>
<td>$173,690</td>
</tr>
<tr>
<td>Long-term debt, net</td>
<td>$319,050,000</td>
<td>$331,124,374</td>
</tr>
<tr>
<td><strong>TOTAL NON-CURRENT LIABILITIES</strong></td>
<td>$320,420,423</td>
<td>$332,455,167</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>$351,402,079</td>
<td>$368,291,512</td>
</tr>
<tr>
<td><strong>DEFERRED INFLOWS OF RESOURCES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulatory credits</td>
<td>$38,231,890</td>
<td>$39,872,681</td>
</tr>
<tr>
<td><strong>NET POSITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invested in capital assets, net of related debt</td>
<td>$(23,450,634)</td>
<td>$(20,378,319)</td>
</tr>
<tr>
<td>Restricted</td>
<td>$20,603,258</td>
<td>$21,737,093</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>$19,354,621</td>
<td>$26,201,308</td>
</tr>
<tr>
<td><strong>TOTAL NET POSITION</strong></td>
<td>$16,507,245</td>
<td>$27,560,082</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND NET POSITION</strong></td>
<td>$406,141,214</td>
<td>$435,724,275</td>
</tr>
</tbody>
</table>
# Northern California Power Agency

## Lodis Energy Center

### Statement of Revenues, Expenses, & Changes in Net Position

**Unaudited**

<table>
<thead>
<tr>
<th></th>
<th>Eight Months Ended February</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020</td>
</tr>
<tr>
<td><strong>Sales for Resale</strong></td>
<td></td>
</tr>
<tr>
<td>Participants</td>
<td>$25,242,969</td>
</tr>
<tr>
<td>Other</td>
<td>35,719,733</td>
</tr>
<tr>
<td><strong>Total Sales for Resale</strong></td>
<td>60,962,702</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>27,210,230</td>
</tr>
<tr>
<td>Depreciation</td>
<td>9,754,182</td>
</tr>
<tr>
<td>Purchased power</td>
<td>1,203,227</td>
</tr>
<tr>
<td>Maintenance</td>
<td>3,251,254</td>
</tr>
<tr>
<td>Administrative and general</td>
<td>3,011,883</td>
</tr>
<tr>
<td>Transmission</td>
<td>1,205,501</td>
</tr>
<tr>
<td>Intercompany (sales) purchases</td>
<td>251,612</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>45,887,889</td>
</tr>
<tr>
<td><strong>Net Operating Revenues</strong></td>
<td>15,074,813</td>
</tr>
<tr>
<td><strong>Other Revenues (Expenses)</strong></td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>(9,526,562)</td>
</tr>
<tr>
<td>Interest income</td>
<td>667,420</td>
</tr>
<tr>
<td>Other</td>
<td>2,721,445</td>
</tr>
<tr>
<td><strong>Total Other Revenues (Expenses)</strong></td>
<td>(6,137,697)</td>
</tr>
<tr>
<td><strong>Future Recoverable Amounts</strong></td>
<td>814,163</td>
</tr>
<tr>
<td><strong>Refunds to Participants</strong></td>
<td>(745,743)</td>
</tr>
<tr>
<td><strong>Increase in Net Position</strong></td>
<td>9,005,536</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td></td>
</tr>
<tr>
<td>Beginning of year</td>
<td>7,501,709</td>
</tr>
<tr>
<td>End of period</td>
<td>$16,507,245</td>
</tr>
</tbody>
</table>
### Lodi Energy Center
**FY 2020 Operating Costs**
**As of February 29, 2020**

#### Routine O&M Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>Annual Budget (in mil)</th>
<th>Actual (in mil)</th>
<th>Remaining (in mil)</th>
<th>YTD % Remaining</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variable</td>
<td>$5,381,629</td>
<td>$2,479,761</td>
<td>$2,901,868</td>
<td>54%</td>
<td>A</td>
</tr>
<tr>
<td>Fixed</td>
<td>2,646,090</td>
<td>2,440,060</td>
<td>206,030</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>209,845</td>
<td>85,102</td>
<td>124,743</td>
<td>59%</td>
<td></td>
</tr>
<tr>
<td>Mandatory Costs</td>
<td>334,750</td>
<td>216,727</td>
<td>89,023</td>
<td>29%</td>
<td>B</td>
</tr>
<tr>
<td>Labor</td>
<td>8,542,314</td>
<td>5,221,650</td>
<td>3,320,664</td>
<td>39%</td>
<td></td>
</tr>
<tr>
<td>Total Routine O&amp;M Cost</td>
<td>14,100,624</td>
<td>8,887,529</td>
<td>5,213,095</td>
<td>37%</td>
<td></td>
</tr>
<tr>
<td>Other Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td>39,513,147</td>
<td>20,391,339</td>
<td>19,121,808</td>
<td>48%</td>
<td>F</td>
</tr>
<tr>
<td>GHG Allowance Costs</td>
<td>674,646</td>
<td>770,496</td>
<td>(95,848)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>CA ISO Charges</td>
<td>883,969</td>
<td>1,205,501</td>
<td>(321,532)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>CA ISO Purchased Energy</td>
<td>3,826,263</td>
<td>1,203,227</td>
<td>2,623,036</td>
<td>69%</td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td>26,054,428</td>
<td>17,369,619</td>
<td>8,684,809</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>2,646,090</td>
<td>85,102</td>
<td>124,743</td>
<td>59%</td>
<td></td>
</tr>
<tr>
<td>Administrative &amp; General (Allocated)</td>
<td>2,105,792</td>
<td>1,237,804</td>
<td>867,988</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td>Power Management Allocated Costs</td>
<td>1,439,156</td>
<td>959,437</td>
<td>479,719</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td>Total Other Costs</td>
<td>89,066,602</td>
<td>52,470,301</td>
<td>36,596,301</td>
<td>41%</td>
<td></td>
</tr>
<tr>
<td>Projects</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>920,683</td>
<td>445,940</td>
<td>474,743</td>
<td>52%</td>
<td></td>
</tr>
<tr>
<td>Capital</td>
<td>2,915,858</td>
<td>655,016</td>
<td>2,260,842</td>
<td>78%</td>
<td></td>
</tr>
<tr>
<td>Maintenance Reserve</td>
<td>1,496,174</td>
<td>997,449</td>
<td>498,725</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td>Total Projects</td>
<td>5,332,717</td>
<td>2,098,405</td>
<td>3,234,310</td>
<td>61%</td>
<td></td>
</tr>
<tr>
<td>Annual Cost</td>
<td>94,399,317</td>
<td>54,568,706</td>
<td>39,830,611</td>
<td>42%</td>
<td></td>
</tr>
<tr>
<td>Less: Third Party Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>385,845</td>
<td>462,127</td>
<td>(76,282)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>ISO Energy Sales</td>
<td>72,602,551</td>
<td>34,526,796</td>
<td>38,075,755</td>
<td>52%</td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td>1,840,981</td>
<td>1,577</td>
<td>(263,404)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Total Less:</td>
<td>74,420,929</td>
<td>36,183,438</td>
<td>38,237,491</td>
<td>51%</td>
<td></td>
</tr>
<tr>
<td>Net Annual Cost to Participants</td>
<td>$19,978,388</td>
<td>$16,355,054</td>
<td>$3,623,334</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>Total Variable Costs</td>
<td>49,605,008</td>
<td>25,279,828</td>
<td>24,325,180</td>
<td>48%</td>
<td>A</td>
</tr>
<tr>
<td>Total Fixed Costs</td>
<td>44,794,309</td>
<td>29,288,878</td>
<td>15,505,431</td>
<td>35%</td>
<td></td>
</tr>
<tr>
<td>Net Cumulative Generation (MWh)</td>
<td>1,599,464</td>
<td>828,613</td>
<td>851,851</td>
<td>51%</td>
<td></td>
</tr>
</tbody>
</table>

#### Net Cumulative Generation (MWh)

- **Variable Costs**: $5,381,629
- **Fixed Costs**: $2,646,090
- **Mandatory Costs**: $334,750
- **Labor**: $8,542,314
- **Total Routine O&M Cost**: $14,100,624
- **Other Costs**: $89,066,602
- **Projects**: $94,399,317
- **Less: Third Party Revenue**: $74,420,929
- **Net Annual Cost to Participants**: $19,978,388
- **Total Variable Costs**: $49,605,008
- **Total Fixed Costs**: $44,794,309
- **Net Annual Cost Per MWh**: $12.49

#### Net Annual Cost to Participants

- **YTD % Remaining**: 54%
- **Notes**: A - Higher costs resulting from additional maintenance costs for annual outage.

#### Net Annual Cost Per MWh

- **YTD % Remaining**: 8%
- **Notes**: B - Higher costs due to annual permit fees payment in July, costs expected to level out for remainder of the year.

#### Total O&M Cost Per MWh

- **Notes**: C - Insurance paid annually and higher costs due to higher risk factor affecting insurance market.

#### Total O&M Cost

- **YTD % Remaining**: 54%
- **Notes**: D - Higher costs due to expenditure for CAISO Model Implementation that was not budgeted.

#### Total Projects

- **YTD % Remaining**: 42%
- **Notes**: E - Higher costs due to annual membership dues payment in December, costs expected to level out for remainder of the year.

#### Total O&M Cost

- **YTD % Remaining**: 41%
- **Notes**: F - PWRPA's costs to purchase GHG Allowance credits to meet their share of LEC obligations. This item was not budgeted in the current year.
## Annual Budget

### LEC Generation Analysis

**Planned vs. Actual**

**FY 2020**

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 20 Planned</th>
<th>FY 20 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>205,466</td>
<td>98,354</td>
</tr>
<tr>
<td>Aug</td>
<td>415,129</td>
<td>197,943</td>
</tr>
<tr>
<td>Sep</td>
<td>613,035</td>
<td>274,475</td>
</tr>
<tr>
<td>Oct</td>
<td>784,716</td>
<td>445,481</td>
</tr>
<tr>
<td>Nov</td>
<td>944,718</td>
<td>573,119</td>
</tr>
<tr>
<td>Dec</td>
<td>1,129,282</td>
<td>763,724</td>
</tr>
<tr>
<td>Jan</td>
<td>1,314,659</td>
<td>828,613</td>
</tr>
<tr>
<td>Feb</td>
<td>1,469,101</td>
<td>828,613</td>
</tr>
<tr>
<td>Mar</td>
<td>1,533,554</td>
<td></td>
</tr>
<tr>
<td>Apr</td>
<td>1,538,839</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>1,544,386</td>
<td></td>
</tr>
<tr>
<td>Jun</td>
<td>1,599,464</td>
<td></td>
</tr>
</tbody>
</table>

In MWh

### Graph

- **FY 20 Planned**
- **FY 20 Actual**
Lodi Energy Center Project Participant Committee

LEC GHG Reports

Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: GHG Reports (excerpted from monthly ARB)
<table>
<thead>
<tr>
<th>IDENTIFIER</th>
<th>ADT-LBP</th>
<th>BART</th>
<th>Regs</th>
<th>CDWR</th>
<th>Gridley</th>
<th>Healdsburg</th>
<th>Lodi</th>
<th>Temec</th>
<th>MD</th>
<th>Plumas</th>
<th>PWR</th>
<th>SVP</th>
<th>Ukiah</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocation Percentages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generation Entitlement Share(%)</td>
<td>2.79%</td>
<td>6.60%</td>
<td>0.27%</td>
<td>13.50%</td>
<td>1.96%</td>
<td>1.64%</td>
<td>9.50%</td>
<td>2.64%</td>
<td>10.71%</td>
<td>0.79%</td>
<td>2.67%</td>
<td>25.75%</td>
<td>1.79%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Obligation Accounts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current MT Compliance Obligation (MTSO Balance (MT))</td>
<td>25,996</td>
<td>56,857</td>
<td>2,163</td>
<td>288,583</td>
<td>16,918</td>
<td>14,155</td>
<td>81,708</td>
<td>17,505</td>
<td>92,294</td>
<td>6,770</td>
<td>22,982</td>
<td>221,824</td>
<td>15,379</td>
<td>861,281</td>
</tr>
<tr>
<td>Current MT Compliance Instrument Account (MTO Balance (MT))</td>
<td>25,612</td>
<td>51,100</td>
<td>2,029</td>
<td>271,691</td>
<td>16,298</td>
<td>15,489</td>
<td>88,493</td>
<td>18,639</td>
<td>105,162</td>
<td>7,752</td>
<td>22,607</td>
<td>271,691</td>
<td>16,644</td>
<td>1,040,981</td>
</tr>
<tr>
<td>MTO Shortfall (MT)</td>
<td>(1,629)</td>
<td>(1,132)</td>
<td>(510)</td>
<td>(83,105)</td>
<td>(1,390)</td>
<td>(1,334)</td>
<td>(6,785)</td>
<td>(1,185)</td>
<td>(27,868)</td>
<td>(982)</td>
<td>375</td>
<td>(49,861)</td>
<td>(1,265)</td>
<td>(179,700)</td>
</tr>
<tr>
<td>Monthly GHG Price ($/MT)</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
<td>17.33</td>
</tr>
<tr>
<td>GHG Minimum Cash Compliance Obligation ($)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Current Month CCA Balance ($)</td>
<td>60,991</td>
<td>143</td>
<td>0</td>
<td>1,051</td>
<td>4,780</td>
<td>775</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>46,072</td>
<td>0</td>
<td>2,652</td>
<td>116,316</td>
<td>0</td>
</tr>
</tbody>
</table>

| Net GHG Obligation ($) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

* The Current Month CCA Balance ($) consists of the current cash balance plus any outstanding balance of Net GHG Obligation ($) billed but not yet received.
<table>
<thead>
<tr>
<th>IDENTIFIER</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy (MWh)</td>
<td>64,890</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>60,072</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>124,962</td>
<td>8,021,790</td>
</tr>
<tr>
<td>Gas Schedule (MMBtu)</td>
<td>466,226</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>466,160</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>932,383</td>
<td>58,400,763</td>
</tr>
<tr>
<td>Emissions Factor (MT/MMBtu)</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td></td>
</tr>
<tr>
<td>HVAC/Water Heater (MT)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,695</td>
</tr>
<tr>
<td>Monthly MT Obligation (MTO)</td>
<td>25,160</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25,156</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50,316</td>
</tr>
<tr>
<td>Annual Cal e-GT/MT Obligation True Up (MTO)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Cumulative MT Obligation (MTO)</td>
<td>860,187</td>
<td>860,187</td>
<td>860,187</td>
<td>860,187</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td>885,343</td>
<td></td>
</tr>
<tr>
<td>Compliance Instrument Participant Transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carryover Allowances</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Auction Allowances</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Secondary Market Allowances</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Reserve Sale Allowances</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Offsets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Compliance Instrument Participant Transfers (MT)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3,250,507</td>
<td></td>
</tr>
<tr>
<td>NCPA Compliance Instrument Purchases</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auction Purchases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>47,000</td>
<td></td>
</tr>
<tr>
<td>Secondary Market Purchases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Reserve Sale Purchases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Offsets Purchases</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Compliance Instrument NCPA Purchases (MT)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>47,000</td>
<td></td>
</tr>
<tr>
<td>Compliance Instruments Internal Transfers (LEC from/to STIG)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Compliance Instruments Surrendered to CARB (MT)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,267,985</td>
<td></td>
</tr>
<tr>
<td>Total Monthly Activity (MT)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3,296,289</td>
<td></td>
</tr>
<tr>
<td>Cumulative MT Account Balance (MTA)</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td>1,029,522</td>
<td></td>
</tr>
<tr>
<td>MTA Shortfall (MT)</td>
<td>(169,335)</td>
<td>(169,335)</td>
<td>(169,335)</td>
<td>(169,335)</td>
<td>(169,335)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td>(144,179)</td>
<td></td>
</tr>
<tr>
<td>Current Month CCA Balance ($)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>70,444.00</td>
<td></td>
</tr>
<tr>
<td>Monthly GHG Price</td>
<td>17.68</td>
<td>17.87</td>
<td>17.29</td>
<td>17.33</td>
<td>17.37</td>
<td>17.41</td>
<td>17.45</td>
<td>17.50</td>
<td>17.54</td>
<td>17.59</td>
<td>17.64</td>
<td>17.69</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Proposal
Approve the Multi-Task General Services Agreement with Vince Sigal Electric, Inc., for specialized electrical services, including labor and materials for miscellaneous maintenance purposes, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,500,000 over 5 years for use at all facilities owned and/or operated by NCPA and NCPA Members.

Background
Specialized electrical services are required from time to time for the operation and maintenance of all facilities owned and/or operated by NCPA and NCPA Members. Vince Sigal Electric, Inc. is a new vendor for NCPA. NCPA’s Geothermal staff contacted Vince Sigal Electric, Inc., because they have worked near the Geysers area. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Vince Sigal Electric, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA’s Geothermal facility, which will result in more competitive bidding when services are needed. NCPA has enabling agreements in place for similar electrical services with HART High-Voltage, Knight’s Electric, Contra Costa Electric, Inc., and Schneider Electric USA, Inc.

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

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $1,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing
the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
  • Multi-Task General Services Agreement with Vince Sigal Electric, Inc.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
VINCÉ SIGAL ELECTRIC, INC.

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Vince Sigal Electric, Inc., a corporation with its office located at 400 Tesconi Circle, Santa Rosa, CA 95401 ("Contractor") (individually referred to as "Party" and collectively referred to as the "Parties") as of ______________, 2020 ("Effective Date") in Roseville, California.

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

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in consultation with Contractor 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. Contractor shall perform additional investigation of the work performance by such personnel. Contractor may in consultation and only with Agency’s approval re-assign such personnel onto the Agency project once the Contractor determines such personnel has performed competently.

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, or Agency 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 or monetary cap on Requested Work and all related expenditures authorized by that Purchase Order. 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 effectively agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits. If Contractor chooses to perform the requested work, Contractor will timely communicate to Agency a reasonable timeline and schedule for the Requested Work and Agency has the right to determine whether to accept any revised timeline and schedule proposed by Contractor and may in its sole discretion reject the revised timeline and schedule and select another entity to perform the Work.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND dollars ($1,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s Fee Schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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. Contractor upon written request and approval of the Agency shall be able to extend the time of final invoice additional ninety (90) days.

**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. Intentionally omitted.

4.4 Pollution Insurance. Intentionally omitted.

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, 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 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, under this Agreement. 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.** Intentionally omitted.

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.
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. Either Party may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice to the other Party.

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, or (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof.
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. The Receiving Party shall use, as a minimum, use the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary, and trade secret information of like importance, but in any case using no less than a reasonable degree of care. 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 all Confidential Information to Disclosing Party or destroy such information (including all copies). Notwithstanding the foregoing, the Receiving Party may retain one copy 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 Confidential Information except as detailed in Section 9.4.3.

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 (“Entity”); 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 Entity, 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 for 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 Entity shall be solely as an accommodation and neither Agency nor Entity 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.

10.2.1 **Equipment Rented By Agency.** As an exception to Section 10.2, Agency or Entity will be responsible for any such rented equipment, supplies or materials which may be lost, stolen or damaged while being used as part of the job and / or under the Agency’s control. For example a truck mounted backup generator, HV Switchgear, Temp Cords, Ground Grid, and Incident Command Trailers rented by Agency or Entity. This does not include Contractor’s tools or other equipment used by Contractor to perform the Work but not rented by Agency or Entity for 24-hour per day use.

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 Entity 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 reasonably 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 reasonable written notice from Agency, replace or repair the same to Agency’s reasonable 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 Entity.

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 payment may be withheld under this Agreement until Contractor is 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, pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys’ Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

13.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Vince Sigal Electric, Inc.  
Vince Sigal  
President  
400 Tesconi Circle  
Santa Rosa, CA 95401

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, 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

Date__________________________

RANDY S. HOWARD, General Manager

VINCE SIGAL ELECTRIC, INC.

Date__________________________

VINCE SIGAL, President

Attest:

_______________________________
Assistant Secretary of the Commission

Approved as to Form:

_______________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

Vince Sigal Electric, Inc. ("contractor") shall provide specialized electrical services, including labor and materials for miscellaneous maintenance purposes, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

Services to include but not limited to the following:

- Energy Audits
- Utility Emergency Power and Distribution
- 3 Point Step Potential Ground Testing
- HV Megger Testing
- HV Switchgear and Temp Cords
- Incident Command Trailers and Equipment
- System Integration & Automation
- Telephone, Data, LAN Installation; Fiber Optics

Subcontractors:

- Added if required.

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:

### COMPENSATION SCHEDULE AND HOURLY FEES

Rates – Hours will be charged portal to portal at the following per hour rates. 
Journeymen – Straight Time - $160; Over Time - $240; Double Time $320
Apprentice - Straight Time - $120; Over Time - $180; Double Time $240
Rented Equipment will be billed at 20% above invoice.
Purchased supplies and materials will be billed at 20% above invoice.
Delivery charges will be billed at 20% above invoice.
Owned Equipment will be billed at the following rates. If there is owned equipment used but not listed below it will be billed at market rate, consistent with that of a rental company used by VSE.

#### HOURLY:
- Service Truck - $47.00
- Crane Truck - $75.00
- 8’ Step Ladder - $1.88
- 10’ Step Ladder - $3.13
- 24’ Extension Ladder - $3.94
- Pipe Threader Electric 3” – $13.75
- Pipe Die Large 3” – $1.75
- Pipe Vise Tripod - $4.88
- 3/4” Rotary Hammer Drill - $5.69
- 100’ Extension Cords - $1.19
- Hand Conduit Bender - $1.00
- Large 2” HYD Conduit Bender - $6.56
- Megger – $500.00

#### WEEKLY / MONTHLY:
- Low Voltage Cables – $1.00 per foot per week / $3.00 per foot per month
- Hi Voltage Cables – $5.00 per foot per week / $15.00 per foot per month
- Incident Command Trailer – $15,000 week / $45,000 Month
- Switchgear per gang – $1,000 per week / $3,000 per month
- Transformer – $2,200 per week / $6,600 per month
- Load bank 3.3 – $7.500 per week / $22,500 per month
- Load bank 6.0 – $13.700 per week / $41,100 per month
- Forklift 35K - $3,500 per week / $10,500 per month
- Portable Diesel Generator – Price quoted at time of request.

**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.
Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 12

Date: April 1, 2020
Meeting Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: Safety Management Systems, LLC – Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal
Approve the Multi-Task Consulting Services Agreement with Safety Management Systems, LLC, for safety training and consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over 5 years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background
Safety consulting and training services are required from time to time at facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Safety Management Systems, LLC is a new vendor for NCPA. An NCPA staff member who had worked with this vendor at their previous employer recommended NCPA pursue an enabling agreement with them, based on the level of knowledge this vendor possesses and the quality of work from this vendor on previous projects. NCPA desires to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors who can perform these services, which will result in more competitive bidding when services are needed.

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has enabling agreements in place for similar services with Yorke Engineering, LLC, Emergency Care Training & Supply, Trinity Consultants, and Cintas Corporation. NCPA seek bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing
the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
  • Multi-Task Consulting Services Agreement with Safety Management Systems, LLC
MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SAFETY MANAGEMENT SYSTEMS, LLC

This Consulting 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 Safety Management Systems, a Louisiana limited liability company with its office located at 2916 North University Avenue, Lafayette, LA 70507 ("Consultant") (together sometimes referred to as the "Parties") as of ____________, 20__ ("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) year 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 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 dollars ($1,000,000) 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 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 for the Requested Services. 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 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.** Not applicable.

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.

4.4.3 **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 pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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 ensues 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, 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 Consultant, its officers, officials, agents, and employees, except as caused by the active, sole or gross negligence or willful misconduct of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF 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.** Either Party may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to the other Party provided there are no outstanding purchase orders where Consultant has not completed the Work. In such case Consultant may not cancel this Agreement until all Work is completed to the satisfaction of Agency.

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 is 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 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,
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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

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

Safety Management Systems, LLC  
General Counsel  
P.O. Box 98000  
Lafayette, LA 70509

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, SCCPA and/or a SCPPA member (collectively for the purposes 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

Date________________________

____________________________
RANDY S. HOWARD, General Manager

Attest:

____________________________
Assistant Secretary of the Commission

Approved as to Form:

____________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF SERVICES

Safety Management Systems, LLC (“Contractor”) shall provide safety related consulting, training, and testing services as requested by the Northern California Power Agency (“Agency”) at any facilities owned and/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:

- Air monitoring and/or sampling, including sample analysis by AIHA-accredited laboratory
- Respirator Training/Fit Testing
- Development and/or Evaluation of Health and Safety Programs
- Development and/or Evaluation of Hazardous Materials/Waste Management Programs
- Evaluation of Airborne Contaminants and Physical Hazards such as noise and heat stress
- Preparation of Forms, Documents, Plans, etc. for Permits, Safety Programs, Hazardous Materials Business Plans (HMBPs)
- Emergency Response Plans, as referenced in multiple OSHA & EPA regulations
- Development of Standard Operating Procedures for Hazardous Materials Management
- Hazardous Materials Record Keeping System
- Health and Safety Record Keeping Systems
- Regulatory Compliance Auditing
- Forklift Training/Certification (subcontractor)
- CPR/First Aid Training (subcontractor)
- Safety Training for compliance with OSHA regulations as follows:
  - Hazard Communication (Right-to-Know) including GHS and use of MSDS’s
  - HAZWOPER 40-Hour for hazardous waste operations
  - HAZWOPER 24-Hour for facilities
  - HAZWOPER 8-Hour refreshers
  - HAZWOPER Site Safety Officer/Supervisor for hazardous waste operations
  - HAZWOPER Emergency Response
  - Permit-Required Confined Space Entry & Non-Entry Rescue
  - Construction Safety OSHA 10- and 30-hour
  - General Industry OSHA 10- and 30-hour
  - Injury and Illness Prevention Plan
  - Hearing Conservation
  - Management/Supervisory Safety Program responsibilities
  - Offices Safety and Ergonomics
  - Lifting and Material Handling
  - Chemical Hygiene Plan
  - Personal Protective Equipment
- Electrical Safety Awareness & Arc Flash
- Lock-Out/Tag-Out (LOTO) for Control of Hazardous Energy
- Fall Protection
- Chemical-specific hazard awareness (such as asbestos, lead, PCBs)
EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed $1,000,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Regular</th>
<th>Overtime</th>
<th>Double OT</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Industrial Hygienist</td>
<td>$ 160.00</td>
<td></td>
<td></td>
<td>per hour</td>
</tr>
<tr>
<td>Senior Industrial Hygienist</td>
<td>$ 125.00</td>
<td></td>
<td></td>
<td>per hour</td>
</tr>
<tr>
<td>Certified Asbestos Consultant</td>
<td>$ 100.00</td>
<td></td>
<td></td>
<td>per hour</td>
</tr>
<tr>
<td>Industrial Hygiene Technician</td>
<td>$ 90.00</td>
<td>$ 112.50</td>
<td>$ 135.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Principal Safety Consultant</td>
<td>$ 150.00</td>
<td></td>
<td></td>
<td>per hour</td>
</tr>
<tr>
<td>Senior Safety Consultant</td>
<td>$ 125.00</td>
<td></td>
<td></td>
<td>per hour</td>
</tr>
<tr>
<td>Safety Specialist</td>
<td>$ 90.00</td>
<td>$ 112.50</td>
<td>$ 135.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Safety Trainer</td>
<td>$ 90.00</td>
<td>$ 112.50</td>
<td>$ 135.00</td>
<td>per hour</td>
</tr>
<tr>
<td>Sub-Contractors</td>
<td></td>
<td></td>
<td></td>
<td>at cost +10%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Pump Set (5 pack)</td>
<td>$ 100.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>High Flow Pump</td>
<td>$ 25.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Primary Standard Pump Calibrator</td>
<td>$ 35.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Personal Sound Dosimeter Set (5 pack)</td>
<td>$ 200.00</td>
<td></td>
<td></td>
<td>Per day</td>
</tr>
<tr>
<td>Sound Level Meter</td>
<td>$ 75.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Ludlum3-97 Radiation Detector</td>
<td>$ 35.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Generator</td>
<td>$ 50.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>4-Gas Detector</td>
<td>$ 25.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Draeger CMS</td>
<td>$ 100.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Multi-Gas/ PID</td>
<td>$ 100.00</td>
<td></td>
<td></td>
<td>per day</td>
</tr>
<tr>
<td>Rental Equipment</td>
<td></td>
<td></td>
<td></td>
<td>at cost +10%</td>
</tr>
<tr>
<td>Laboratory Fees</td>
<td></td>
<td></td>
<td></td>
<td>at cost +10%</td>
</tr>
<tr>
<td>Specialized Materials</td>
<td>at cost +10%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>current IRS rate</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Travel**

<table>
<thead>
<tr>
<th>Airfare/Rental Vehicle/Travel Fees (parking, baggage, etc.)</th>
<th>At Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging</td>
<td>GSA Rates*</td>
</tr>
<tr>
<td>Meals &amp; Incidentals</td>
<td>GSA Rates</td>
</tr>
</tbody>
</table>

Drive time & mileage is billed from point of origin. **Point of Origin** is the SMS Office located in Bakersfield, CA or, for employees located outside of Bakersfield, CA, it is the employee’s home base. Where feasible, SMS will make every effort to provide local staff. *GSA rate may be exceeded if there are hotel rate hikes from local events, disasters, or other unforeseeable events. Under these circumstances, lodging will be billed at cost.*

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

SAFETY MANAGEMENT SYSTEMS, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

______________________________________________

(Signature of officer or agent)

Dated this ___________________ 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.
Lodi Energy Center Project Participant Committee

Staff Report

Date: April 1, 2020
Meeting Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: Pacific Power Engineers, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal
Approve the First Amendment to the Multi-Task General Services Agreement accepting assignment from Pacific Power Engineers, Inc. to Ulteig Engineers, Inc., for safety training and consulting services, with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed $2,000,000 over five years, for continued use at all facilities owned and/or operated by NCPA, its Members, by SCPPA, or by SCPPA Members.

Background
Meter 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 by SCPPA Members. On April 26, 2019, NCPA entered into a five year Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to provide such services. On January 2, 2020, Pacific Power Engineers, Inc. notified NCPA that it has been acquired by Ulteig Engineers, Inc., and wishes to accept assignment of the contract via a First Amendment to the Multi-Task General Services Agreement.

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has an enabling agreement in place for similar services with Trimark Associates, Inc. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement will remain unchanged at $2,000,000 over the remaining term of the agreement. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
  • First Amendment to Multi-Task General Services Agreement with Pacific Power Engineers, Inc.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PACIFIC POWER ENGINEERS, INC.

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Pacific Power Engineers, Inc. a corporation, with its office located 9848 Business Park Drive, Suite C, Sacramento, CA 95827 ("Contractor") (together sometimes referred to as the "Parties") as of 4/2/2019, ("Effective Date") in Roseville, California.

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

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 Work Provided. Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have
agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount NOT TO EXCEED Two Million dollars ($2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

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

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

4.2.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
4.3 **Professional Liability Insurance.** 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 ($1,000,000.00) 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.

4.6 **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. 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.

4.7 **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
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 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, as applicable. 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 Tony Zimmer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

    Christian Arechavaleta  
    Process Manager  
    Pacific Power Engineers, Inc.  
    9848 Business Park Dr, Suite C  
    Sacramento, CA 95827

    Any written notice to Agency shall be sent to:
Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678  

With a copy to:  

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

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

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

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

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

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

13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.  

13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY
Date 4/26/19
RANDY S. HOWARD, General Manager

PACIFIC POWER ENGINEERS, INC.
Date 4/18/2019
DEREK STEWART, P.E., President

Attest:
Assistant Secretary of the Commission
Approved as to Form:

Jane E. Luckhardt, General Counsel
EXHIBIT A
SCOPE OF WORK

Pacific Power Engineers, Inc. (Contractor) shall provide maintenance services, operations services, and data 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.

The services include, but are not limited to the following:

**Meter Services**
- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, etc.
- Engineering, design, commissioning, and certification of meters
- Meter reading, SQMD Acquisition, validation, presentation of customers meter data and transmittal of data to the CAISO

**RIG-DPG**
- Maintenance, installation, replacement, emergency support, software, interface devices, etc.
- Engineering, design, commissioning, and certification

**Miscellaneous Services**
- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services
- Onsite and Remote Network Communication Support Services
- Project management
- Network architecture and security support
- Automated Generation Control Implementation
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Cellular service
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

HOURLY FEES

Compensation for all Work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 of this Agreement. The hourly rates and/or compensation breakdown and an estimated amount of expenses is as follows:

**Labor Rates**
- Project Management: $225/hr.
- Senior Engineer: $215/hr.
- SCADA Engineer: $195/hr.
- Associate Engineering: $185/hr.
- CAISO Inspector: $180/hr.
- RIG Engineer: $180/hr.
- Technician: $175/hr.
- Fabrication Specialist: $165/hr.
- Designer: $150/hr.
- Staff: $125/hr.

**Labor Rate Adjustments**
- Expedited Services: 1.4 times above rates for less than one-week notices
- Holiday Services: 2.0 times above rates for services on Holidays
- On-site Time: Above rate for 50 hours M-F
- On-site Overtime: 1.4 times above rates for Sat/Sun or >50 hrs. M-F

**Other Direct Costs**
- Travel Per Diem*: $275/day
- Airline Ticket: Coach Fare
- Mileage: Published IRS mileage rate at time of travel
- Drawings up to E size: $10/copy
- Other Expenses: Cost
- Miscellaneous Project Hardware: Cost plus 10%
- Omicron CT Analyzer: $2,000/wk. plus shipping cost (1-week minimum)
- Omicron CMC 356: $2,000/wk. plus shipping cost (1-week minimum)

**Items included in the rate and not billed separately are the following:**
- Phone charges
- 11 x 17 or smaller document handling: faxes, photocopies, document standard shipping (original and one copy)
- Computer and software use (ASPEI Oneliner, MS Office, MS Project, MS Visio, Mathcad, SEL-5010, SEL-5030, DLPSET, ALPS Set, AutoCAD LT)

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

CERTIFICATION

Affidavit of Compliance for Contractors

I, __________________________

(Name of person signing affidavit)(Title)

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

______________________________

(Company name)

for contract work at:

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

(Project name and location)

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

______________________________

(Signature of officer or agent)

Dated this 8th day of APRIL, 2019.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ________________________________________________,

(Name of person signing affidavit)(Title)

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

__________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

__________________________________________

(Signature of officer or agent)

Dated this __________________ day of __________________, 20__.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY
PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY
THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
EXHIBIT E – NOT APPLICABLE

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: ________________________ Name of Employer ________________________

(Authorized Officer & Title)

____________________________
(Address)
FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PACIFIC POWER ENGINEERS, INC. ACCEPTING ASSIGNMENT TO ULTEIG ENGINEERS, INC.

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Ulteig Engineers, Inc. ("Contractor") (collectively referred to as "the Parties") as of ___________________, 202_.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective April 26, 2019, (the "Agreement") for Pacific Power Engineers, Inc. to provide meter maintenance, operations, and data services related to project support and plant operations for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

WHEREAS, effective January 2, 2020, Pacific Power Engineers, Inc. was acquired by Ulteig Engineers, Inc., and the Agency desires to assign the agreement to Ulteig Engineers, Inc.; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to reflect change of the Contractor's name; and

WHEREAS, the Agency now desires to amend Section 13.7 entitled "Contract Administrator" to reflect NCPA’s internal contract administration changes; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 13.7 – Contract Administrator** of the Agreement is amended and restated to read as follows:

   **13.7 – Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

2. **Section 13.8 — Notices** of the Agreement is amended and restated to read as follows:
**13.8 – Notices.** Any written notice to Contractor shall be sent to:

Joseph Fox  
Market Director - Power  
Ulteig Engineers, Inc.  
5575 DTC Parkway Suite 200  
Greenwood Village, CO 80111

With a copy to:

AnnaLisa Nash  
Assoc General Counsel & Director, Risk Management  
3350 38th Avenue South  
Fargo, ND 58104

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

3. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.

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

**SIGNATURES ON FOLLOWING PAGE**
Date: _____________

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Attest:

__________________________
Assistant Secretary of the Commission

Approved as to Form:

__________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF SERVICES

Ulteig Engineers, Inc. (Contractor) shall provide maintenance services, operations services, and data 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.

The services include, but are not limited to, the following:

Meter Services
- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, etc.
- Engineering, design, commissioning, and certification of meters
- Meter reading, SQMD Acquisition, validation, presentation of customers meter data and transmittal of data to the CAISO

RIG-DPG
- Maintenance, installation, replacement, emergency support, software, interface devices, etc.
- Engineering, design, commissioning, and certification

Miscellaneous Services
- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services
- Onsite and Remote Network Communication Support Services
- Project management
- Network architecture and security support
- Automated Generation Control Implementation
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Cellular service
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

Ulteig Engineers, Inc.

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.
Lodi Energy Center Project Participant Committee

Staff Report

Date: April 1, 2020
Meeting Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: ORR Protection Systems, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal
Approve the Multi-Task General Services Agreement with ORR Protection Systems, Inc., for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,500,000 over 5 years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background
Fire system, inspection and testing, system recharge, monitoring, modification and design build 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 by SCPPA Members. ORR Protection Systems, Inc. is a new vendor whom NCPA has not had any previous agreements with. NCPA would like to enter into an agreement with this new vendor because they offer California Registered Fire Protection Engineer (FPE) services and will also increase the pool of qualified vendors when these types of services are needed.

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has additional agreements in place with Sabah International, Inc., Bay Cities Fire Protection, Inc. and Fire Safety Supply, Inc. for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $1,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
- Multi-Task General Services Agreement with ORR Protection Systems, Inc.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ORR PROTECTION SYSTEMS, INC.

This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and ORR Protection Systems, Inc., a corporation with its office located at 11601 Interchange Drive, Louisville, KY 40229 (“Contractor”) (together sometimes referred to as the “Parties”) as of ______________, 2020 (“Effective Date”) in Roseville, California.

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

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 Work Provided. Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority (“SCPPA”) or SCPPA members.

1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work or begins to perform the Requested Work, then Contractor will have agreed to perform the Requested Work on the terms set
forth in the Purchase Order, this Agreement and its Exhibits. If Contractor does not agree in writing to perform the Work specified within seven calendar days, Agency at its sole discretion can issue a Purchase Order to another entity to perform the Work.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND dollars ($1,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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. If the Contractor fails to submit an invoice to the Agency for any amounts due within the ninety (90) day period, the Contractor is deemed to have waived its right to collect its final payment for the Requested Work from the Agency.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, the 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, the 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 the Contractor employs any person, the Contractor shall maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by the 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.** The 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 the 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.** The 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 through the term of this Agreement and completion of the Services and, if requested by Agency, evidence of coverage shall be provided 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 are caused by 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 are caused by 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.** Not Applicable.

6.6 **Maintenance Labor Agreement.** Not Applicable.

**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 and direct costs and expenses incurred by Contractor resulting from the 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, and Contractor has failed to commence and diligently continue to cure same, 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, and paid for by Agency;

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, upon the first to occur of Contractor's substantial completion of the Work or Agency's payment for same. 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 reasonable 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 The products Contractor sells are provided or manufactured by other parties and are warranted by those manufacturers against defects in materials and workmanship for a period of time depending on the products. Any and all misuse of these products is excluded from warranties. To the extent allowed by law, Contractor will pass through to Agency any and all warranties that are in effect for products purchased. 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. In the event Contractor’s investigation or inspection reveals no defect and both parties agree with this conclusion, Contractor’s regular charges for any and all repairs shall apply.

11.3 **Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, 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 would place Contractor in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

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

13.7 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
13.8 Notices. Any written notice to Contractor shall be sent to:

Rick Reynolds  
VP Power Generation  
ORR Protection Systems, Inc.  
140 Bluffs Ct.  
Canton, GA 30114

With a copy to:

Attn: General Counsel  
ORR Protection Systems, Inc.  
11601 Interchange Drive  
Louisville, KY 40229

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

Date____________________________

RANDY S. HOWARD, General Manager

RICK D. REYNOLDS, Vice President

Date____________________________

Attest:

Assistant Secretary of the Commission

Approved as to Form:

______________________________

Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

ORR Protection Systems, Inc. ("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:

- Inspection & Testing
  - Fire Alarm and Detection System
  - Fire Suppression Systems
  - Air Sampling
  - Fire Extinguishers
  - Sprinkler Systems
  - Emergency/Exit Lights
  - SCBA’s (Self-Contained Breathing Apparatus)
  - Card Access Systems
- System Recharge
- System Monitoring
- System Modifications
- Materials
  - Supply or procure miscellaneous maintenance material

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:

ORR Protection Systems, Inc.
Exhibit B Rate Sheet
NCPA GEO - Proposed 5-Year MTGSA

| Regular Rates – Weekdays between 7 am – 5 pm |
| Fire Tech | Sprinkler Tech | Sprinkler Fitter (repairs) |
| $155.00   | $170.00        | $230.00        |

| Overtime Rates – Weeknights between 5 pm – 7 am & Weekends |
| Fire Tech | Sprinkler Tech | Sprinkler Fitter (repairs) |
| $232.50   | $255.00        | $320.00        |

| Double Time Rates – Holidays |
| Fire Tech | Sprinkler Tech | Sprinkler Fitter (repairs) |
| $310.00   | $340.00        | $400.00        |

- Trip charges and mileage fees based on the MTGSA
- Emergency on demand service callouts, not previously scheduled, have a 4-hour response time based on geographic.
- Emergency on demand service callouts, not previously scheduled, will be invoiced at a 4-hour minimum.

| Parts Pricing |
| MTGSA Discount | 15% discount off Manufacturer’s Published List Price |

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

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

CERTIFICATION

Affidavit of Compliance for Contractors

I,
___________________________________________________________

(Name of person signing affidavit)(Title)
do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of
___________________________________________________________

(Company name)

for contract work at:

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

(Project name and location)
have been conducted as required by the California Energy Commission Decision for the above-named project.

___________________________________________________________

(Signature of officer or agent)

Dated this __________________ day of __________________, 20 _______.

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

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ____________________________________________________________,

(Name of person signing affidavit)(Title)

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

___________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

___________________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

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

ATTACHMENT A [from MLA]

AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: ____________________ Name of Employer ________________________________

(Authorized Officer & Title) ________________________________

(Address) ________________________________
Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 15

Date: March 19, 2020
Meeting Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: Famand Inc. dba SitelogIQ – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal
Approve the Multi-Task General Services Agreement with Famand Inc. dba SitelogIQ, for heating, ventilation and air-conditioning (“HVAC”) maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background
Heating, ventilation and air-conditioning (“HVAC”), servicing of heat exchangers, compressors and replacing filter and belts are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Famand Inc. dba SitelogIQ is a new vendor whom NCPA has not had any previous agreements with, however SitelogIQ acquired Famand Inc., dba Indoor Environmental Services (IES) which NCPA had an agreement with. NCPA would like to enter into an agreement with this new vendor so established terms and conditions are in place should this vendor be the successful bidder on future projects.

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has additional agreements in place with ACCO Engineered Systems, Inc.; Pullman Heating & Cooling, Inc. and Johnson Controls, Inc. for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
  • Multi-Task General Services Agreement with Famand Inc. dba SitelogIQ
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FAMAND INC DBA SITELOGIQ

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 Famand Inc dba SitelogiQ, a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 (“Contractor”) (together sometimes referred to as the “Parties”) as of ____________, 2020 (“Effective Date”) in Roseville, California.

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

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 Work Provided. Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority (“SCPPA”) or SCPPA members.

1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have
agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of $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.** If Contractor’s Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors’ Pollution Liability Insurance of not less than two million dollars ($2,000,000) for any one occurrence and not less than four million dollars ($4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars ($250,000.00) per claim. Such insurance shall be on “an occurrence” basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 et seq.).

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

6.2 Contractor Not Agent. Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor’s unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency’s satisfaction.

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

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

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

**Section 7.** **LEGAL REQUIREMENTS.**

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

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

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

7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency $200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 et seq. In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 **Confidential Information and Disclosure.**

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor’s Work.

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

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

**Section 11. Warranty.**

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

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

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

**Section 12. Health and Safety Programs.** The Contractor shall establish, maintain,
and enforce safe work practices, and implement an accident/incident prevention program
intended to ensure safe and healthful operations under their direction. The program shall
include all requisite components of such a program under Federal, State and local regulations
and shall comply with all site programs established by Agency and, if applicable, the entity for
which Contractor is performing the Work, as referenced in Section 1.4.
12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

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

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

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

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively “Member” solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 **Attorneys’ Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

13.7 **Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
13.8 **Notices.** Any written notice to Contractor shall be sent to:

Rolando Roldan  
Project Sales Engineer  
1604 Airport Blvd.  
Santa Rosa, CA 95403

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails,
the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

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

**SIGNATURES ON FOLLOWING PAGE**
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

FAMAND INC DBA SITELOGIQ

Date____________________________

Date____________________________

RANDY S. HOWARD, General Manager

LISA SIRES, Director of Sales

Attest:

__________________________________________________________
Assistant Secretary of the Commission

Approved as to Form:

__________________________________________________________

Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

Famand Inc dba SitelogiQ, (“Contractor”) shall provide the heating, ventilation and air-conditioning (“HVAC”) services, and any miscellaneous maintenance, as requested by Northern California Power Agency (“Agency”) at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority (“SCPPA”) or SCPPA Members.

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

1. Servicing of heat exchangers, which includes but is not limited to maintaining proper fluid levels, adjusting of fluid flows, and adjusting and replacing of heating strips as needed;
2. Compressor servicing and replacement;
3. Removal of ice on units as needed;
4. Replacing filter and belts; and
5. Servicing Bear Canyon station swamp coolers.

All services will be billed according to Time & Material (T&M) Rates.

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:

- Regular Time: $180.00 per hour
- Overtime: $270.00 per hour
- Holiday / Sunday: $360.00 per hour
- Truck Charge: $ 50.00 per service call

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

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

CERTIFICATION

Affidavit of Compliance for Contractors

I, ____________________________________________________________________________

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ____________________ day of ____________________, 20_______.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY
PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY
THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ________________________________________________________________,

(Name of person signing affidavit)(Title)

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

______________________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

______________________________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

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

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: ____________________  Name of Employer  ____________________

(Authorized Officer & Title)

______________________________
(Address)
Lodi Energy Center Project Participant Committee

Staff Report

Date: March 2, 2020
Meeting Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: OSIsoft Enterprise Program Agreement – Plant Information (PI) – 5-year software licensing and remote monitoring agreement; Applicable to the following Projects: All Northern California Power Agency (NCPA) Facilities.

Proposal
Approve the General Manager or his designee to enter into an Enterprise Program Agreement with OSIsoft, LLC for specialty Plant Information (PI) software, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $481,000 over five years for use at all facilities owned and/or operated by NCPA.

Background
NCPA is seeking a third renewal of the PI Enterprise Program Agreement with OSIsoft, LLC. PI Software is a tool used at all NCPA facilities including Roseville dispatch to track historical project data for reporting purposes and remote asset monitoring. The software allows NCPA to aggregate disparate data including process data, performance data, emissions data (CEMS), plant equipment data, vibration data, among others to allow monitoring asset performance and helps to optimize plant operations. The current agreement expired on March 17, 2020.

NCPA entered into a five year Enterprise Software Licensing Agreement with OSIsoft effective March 17, 2015 for an amount not to exceed $447,000. The 2020 PI Software renewal is the third licensing renewal and usage dates back to 2003. NCPA is heavily invested in PI Software and has a good working relationship with OSIsoft, LLC. The current agreement expired on March 17, 2020. This 2020 PI Software renewal is the third licensing renewal, and will be retroactively renewed back to the expiration date of March 17, 2020.

Selection Process
This Software Licensing Agreement provides for the payment of annual Enterprise Software Licensing fees to use the OSIsoft PI software. No bidding or selection process is associated with this agreement.

Fiscal Impact
Upon execution, the total cost of the agreement is not to exceed $481,000 over five years, to be used out of NCPA approved annual operating budgets on a yearly basis. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
- Enterprise Program Agreement between NCPA and OSIsoft, LLC
Supply Chain Cyber Security. In accordance with the obligations, policies and procedures of its Ethical Disclosure Policy (https://osisoft.com/ethical-disclosure-policy) and this Enterprise Agreement, OSIsoft agrees to notify NCPA immediately by telephone and or email whenever a Security Incident is discovered. “Security Incident” means any circumstance when (i) OSIsoft knows or reasonably believes that NCPA Confidential Information has been disclosed to unauthorized persons; (ii) OSIsoft knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the OSIsoft software products provided to NCPA under the SLA, including but not limited to the Enterprise Licensed Software by OSIsoft under this Enterprise Agreement, has been compromised, or the physical, technical, administrative, or organizational safeguards protecting OSIsoft’s systems storing or hosting NCPA information and data or NCPA’s systems; or (iii) OSIsoft receives any complaint, notice, or communication which relates directly or indirectly to (A) OSIsoft’s handling of NCPA information and data or OSIsoft’s compliance with the data safeguards in this Enterprise Agreement or applicable law in connection with NCPA Information or (B) the cybersecurity of the products and services provided to NCPA by OSIsoft. Within seven (7) calendar days of notification of any such “Security Incident”, OSIsoft will provide follow-up documentation to NCPA that will include a description of the breach, potential security impact, root cause, and recommended corrective actions to be taken by NCPA and OSIsoft. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of NCPA Confidential Information known or reasonably believed to have been disclosed and/or the potential or actual unauthorized access gained to NCPA’s systems the OSIsoft software products provided to NCPA gained, and (c) the measures being taken and/or recommended to address and remedy the occurrence to prevent the same or a similar event from occurring in the future. OSIsoft’s total cumulative liability under the SLA and Enterprise Agreement for material breach of its obligations under this section, shall be limited to NCPA’s direct damages resulting from the breach, in an amount not to exceed the greater of the software license fees paid OSIsoft within 12 months preceding the date the claim arose, or $250,000, whichever is greater. OSIsoft will delete all NCPA information and data collected through this program from all of its systems within 90 days of the conclusion of this Enterprise Agreement (including data from this Enterprise Agreement and all prior agreements including the LSA with NCPA).
Lodi Energy Center Project Participant Committee

Staff Report

Date: April 1, 2020
Meeting Date: April 6, 2020
To: Lodi Energy Center Project Participant Committee
Subject: Stephens Mechanical Corporation – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal
Approve the Multi-Task General Services Agreement with Stephens Mechanical Corporation, for miscellaneous mechanical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background
Miscellaneous mechanical maintenance services are required from time to time at facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Stephens Mechanical Corporation is a new vendor for NCPA. NCPA’s geothermal staff contacted Stephens Mechanical Corporation because they have worked extensively on the Geysers area. After having met with this vendor, staff recommends that NCPA enter an enabling agreement with Stephens Mechanical Corporation, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA’s geothermal facility, which will result in more competitive bidding when services are needed. NCPA has enabling agreements in place for similar mechanical services with Hudson Mechanical Inc., Danick Mechanical, Inc., and Performance Mechanical, Inc.

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

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing
the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)
- Multi-Task General Services Agreement with Stephens Mechanical Corporation.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
STEPHENS MECHANICAL CORPORATION

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 Stephens Mechanical Corporation, a corporation with its office located at Physical Address: 497 Edison Ct #D, Fairfield, CA 94534 Mailing Address: P.O. Box 30663, Walnut Creek, CA 94598 ("Contractor") (together sometimes referred to as the “Parties”) as of ____________, 2020 (“Effective Date”) in Roseville, California.

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

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 Work Provided. Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees in writing to perform the Requested Work, or begins to perform the Requested...
Work, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of $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 willful misconduct, sole negligence 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 claims involving Contractor’s status as an independent contractor, 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 and any
reasonable costs associated with the 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 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 one (1) year period following completion of the Work covered by a Purchase Order, 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. Work is deemed completed under this section upon submission of the last invoice for such Purchase Order.

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

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

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

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

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

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

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively “Member” solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Paul Stephens  
President  
Stephens Mechanical Corporation  
P.O. Box 30663  
Walnut Creek, CA 94598

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:
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 arbitration. 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.
Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

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

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

SIGNATURES ON FOLLOWING PAGE
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

Date____________________________

________________________________

RANDY S. HOWARD, General Manager

PAUL STEPHENS, President

Date____________________________

________________________________

Assistant Secretary of the Commission

Approved as to Form:

________________________________

Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

Stephens Mechanical Corporation (“Contractor”) shall provide miscellaneous mechanical 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:

Plant Maintenance
- ACC blades, gearboxes
- Piping modification
- Compressor maintenance
- Motor, Pump replacements, etc.
- All other balance of plant work

Overhauls
- Turbines
  - Steam, Gas, Hydro
- Generators
  - Air Cooled, Hydrogen Cooled

Engines
- Wartsila

Compressors
- Reciprocating, Centrifugal, Axial

Gearboxes
- All Types

Pumps
- Engineered Pumps

Outages
- Major equipment overhauls and balance of plant support

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

COMPENSATION SCHEDULE AND HOURLY FEES

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

NCPA
Wage Rate Area #1
7/1/19 THROUGH 6/30/20

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>STRAIGHT TIME</th>
<th>OVERTIME</th>
<th>DOUBLE TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor / Quality Management</td>
<td>140.00</td>
<td>176.00</td>
<td>214.00</td>
</tr>
<tr>
<td>General Foreman</td>
<td>136.00</td>
<td>172.00</td>
<td>209.00</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>131.00</td>
<td>167.00</td>
<td>202.00</td>
</tr>
<tr>
<td>Millwright</td>
<td>126.00</td>
<td>158.00</td>
<td>189.00</td>
</tr>
<tr>
<td>6th Period Apprentice</td>
<td>122.00</td>
<td>151.00</td>
<td>181.00</td>
</tr>
<tr>
<td>7th Period Apprentice</td>
<td>119.00</td>
<td>147.00</td>
<td>175.00</td>
</tr>
<tr>
<td>8th Period Apprentice</td>
<td>116.00</td>
<td>144.00</td>
<td>170.00</td>
</tr>
<tr>
<td>9th Period Apprentice</td>
<td>113.00</td>
<td>139.00</td>
<td>164.00</td>
</tr>
<tr>
<td>4th Period Apprentice</td>
<td>100.00</td>
<td>124.00</td>
<td>148.00</td>
</tr>
<tr>
<td>5th Period Apprentice</td>
<td>97.00</td>
<td>120.00</td>
<td>142.00</td>
</tr>
<tr>
<td>1st Period Apprentice</td>
<td>90.00</td>
<td>112.00</td>
<td>133.00</td>
</tr>
<tr>
<td>2nd Period Apprentice</td>
<td>84.00</td>
<td>104.00</td>
<td>124.00</td>
</tr>
<tr>
<td>SMC Machine Shop</td>
<td>135.00</td>
<td>175.00</td>
<td>220.00</td>
</tr>
</tbody>
</table>

There will be a two-hundred and twenty-five dollar ($225) a day charge for Tool & Tools. This will be to cover the Truck, Fuel, Insurance, VA truck Registration, CA Permits, Weight Fee’s, Scale Fee’s, and Maintenance. Flatbed Truck for pick-up and delivery of equipment will be charged at a flat rate of one hundred eighty dollars ($180) plus 30 cents per mile.

There will be a one-hundred and seventy-five dollar ($175) a day for tool trailers. This will be to cover the Maintenance, Repairs, Toolling, and the Insurance on the Trailer and Tools. Turbine Tool cabinets will be one-hundred and sixty-five dollars ($165) per day.

There will be a one hundred dollar ($100) a day charge for company owned welding machines, three-hundred dollar ($300) a day charge for laser alignment kits and Hy-Torques, five-hundred dollars ($500) a day for Laser bore align, and Laser internal alignment kits. This cost is to cover the repairs, maintenance, and calibration of the units.

Overtime will be charged at the applicable rate for all work over eight hours a day and for all work on Saturday. Also, overtime will be charged for all work performed outside the regular or established shift, and for the first unscheduled shift. Double Time will be charged for all work performed on Sundays and Holidays.

There will be a four-hour minimum for show up time for each man at the applicable rate whether work is preformed or not. And there will be an eight Hour minimum for all work after four hours for each man at the applicable rate.

All outside services, parts, materials, consumables, rentals, freight, and sub-contractors will be marked up 15%. Rates do not include consumables.

Subsistence for Millwrights will be one-hundred and sixty-five dollars a day.
### Classification, Straight Time, Overtime, Double Time

<table>
<thead>
<tr>
<th>Classification</th>
<th>Straight Time</th>
<th>Overtime</th>
<th>Double Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor / Quality Mgmt</td>
<td>140.00</td>
<td>176.00</td>
<td>214.00</td>
</tr>
<tr>
<td>General Foreman</td>
<td>136.00</td>
<td>172.00</td>
<td>209.00</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>131.00</td>
<td>167.00</td>
<td>202.00</td>
</tr>
<tr>
<td>Millwright</td>
<td>120.00</td>
<td>150.00</td>
<td>179.00</td>
</tr>
<tr>
<td>8th Period Apprentice</td>
<td>118.00</td>
<td>146.00</td>
<td>174.00</td>
</tr>
<tr>
<td>7th Period Apprentice</td>
<td>115.00</td>
<td>142.00</td>
<td>168.00</td>
</tr>
<tr>
<td>6th Period Apprentice</td>
<td>113.00</td>
<td>138.00</td>
<td>163.00</td>
</tr>
<tr>
<td>5th Period Apprentice</td>
<td>110.00</td>
<td>134.00</td>
<td>158.00</td>
</tr>
<tr>
<td>4th Period Apprentice</td>
<td>97.00</td>
<td>120.00</td>
<td>142.00</td>
</tr>
<tr>
<td>3rd Period Apprentice</td>
<td>94.00</td>
<td>116.00</td>
<td>137.00</td>
</tr>
<tr>
<td>2nd Period Apprentice</td>
<td>88.00</td>
<td>108.00</td>
<td>128.00</td>
</tr>
<tr>
<td>1st Period Apprentice</td>
<td>82.00</td>
<td>101.00</td>
<td>120.00</td>
</tr>
<tr>
<td>SMC Machine Shop</td>
<td>135.00</td>
<td>175.00</td>
<td>220.00</td>
</tr>
</tbody>
</table>

There will be a two-hundred and twenty-five dollar ($225) a day charge for Truck & Tools. This will be to cover the Truck, Fuel, Insurance, VA truck Registration, CA Permits, Weight Fee’s, Scale Fee’s, and Maintenance. Flatbed Truck for pick-up and delivery of equipment will be charged at a flat rate of one-hundred eighty dollars ($180) plus 30 cents per mile.

There will be a one-hundred and seventy-five dollar ($175) a day for tool trailers. This will be to cover the Maintenance, Repairs, Tooling, and the Insurance on the Trailer and Tools. Turbine Tool cabinets will be one-hundred and sixty-five dollars ($165) per day.

There will be a one hundred dollar ($100) a day charge for company owned welding machines, three-hundred dollar ($300) a day charge for laser alignment kits and Hy-Torques, five hundred dollars ($500) a day for Laser bore align, and Laser internal alignment kits. This cost is to cover the repairs, maintenance, and calibration of the units.

Overtime will be charged at the applicable rate for all work over eight hours a day and for all work on Saturday. Also, overtime will be charged for all work performed outside the regular or established shift, and for the first unscheduled shift. Double Time will be charged for all work performed on Sundays and Holidays.

There will be a four-hour minimum for show up time for each man at the applicable rate whether work is preformed or not. And there will be an eight Hour minimum for all work after four hours for each man at the applicable rate.

All outside services, parts, materials, consumables, rentals, freight, and sub-contractors will be marked up 15%. Rates do not include consumables.

Subsistence for Millwrights will be one-hundred and fifty-five dollars a day.
### Prices are subject to change with 30 days’ advance written notice to Agency. Labor rates will increase July of each year.

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

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

I, ____________________________________________

(Name of person signing affidavit)(Title)

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

_______________________________________________________________

(Company name)

for contract work at:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 _______.

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

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ____________________________________________,

(Name of person signing affidavit)(Title)

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

______________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

______________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

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

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement (“Agreement” solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: ____________________  Name of Employer ______________________________

(Authorized Officer & Title) ______________________________

(Address) ______________________________