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Lodi, CA 95242

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## LEC PPC Agenda

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**Subject: February 2, 2022 Lodi Energy Center Project Participant Committee Meeting**

**Location: via Teleconference**

**Time: 10:00 a.m. Pacific Standard Time**

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**\*\*\*This meeting is being held in accordance with the Brown Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19 adopted pursuant to the California Emergency Services Act, and Assembly Bill 361, that allow attendance by LEC PPC Committee Members, staff and the public to participate and conduct the meeting by teleconference.**

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**You may participate in the meeting via teleconference hosted by:**

<https://www.gotomeet.me/NCPALodi>

**Dial: 1-872-240-3212**

**Access Code: 327-912-613**

*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](http://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 January 10, 2022 Regular Meeting Minutes**

**MONTHLY REPORTS**

**4. Operational Report for January 2022**

**5. Market Data Report for January 2022**

**6. Monthly Asset Report for December 2021**

**7. Bidding Strategies Report**

**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 December 2021 – Accept by all Participants**

**9. Financial Report for December 2021 – Approve 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. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the LEC PPC** – The Committee will discuss whether Governor Gavin Newsom’s Proclamation of a State of Emergency due to COVID-19 remains in force, whether as a result of the emergency and the conditions where Committee members are located (local conditions) are such that meeting in person would present imminent risks to the health or safety of attendees and thus, in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act, for a thirty-day period of February 7, 2022, through March 9, 2022, the LEC PPC should meet remotely.
- 12. PMOA Schedule 6.00** – Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to update the contact information for the City of Ukiah.
- 13. EN Engineering, LLC MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with EN Engineering, LLC for NERC/WECC testing, transmission & distribution consulting and excitation system upgrade consulting services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA.
- 14. Electrical Power Systems International, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Electric Power Systems International, Inc. for specialized electrical services, with a not to exceed amount of \$3,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 15. Ernie & Sons Scaffolding dba Unique Scaffold First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold, increasing the not to exceed amount from \$2,000,000 to \$4,000,000, with no other changes to the contract terms and conditions, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 16. Projectile Tube Cleaning, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the Multi-Task General Services Agreement with Projectile Tube Cleaning, Inc., increasing the not to exceed amount from \$225,000 to \$1,000,000, with no other changes to the contract terms and conditions, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 17. PMOA Schedule 1.00, Exhibit 5** – Staff is seeking approval to update PMOA Schedule 1.00, Exhibit 5 to reflect the current CAISO GMC rates.

Consent Items pulled for discussion: \_\_\_\_\_

### **BUSINESS ACTION ITEMS**

**None.**

*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.*

## **INFORMATIONAL/ DISCUSSION ITEMS**

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

## **ADJOURNMENT**

Next Regular Meeting: Monday, March 7, 2022 at 10:00 a.m. Pacific Standard Time.

*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.*



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# LEC PPC Meeting Minutes

**Date:** January 10, 2021

**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 10:03 am by Vice Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Sanchez	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Berry	Present	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	88.9179%
Absent	5	11.0821%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

January 10, 2022

**Public Forum**

Vice Chairman Wong asked if any members of the public were on the phone 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 December 2, 2021, December 6, 2021 and January 4, 2022 meetings were considered. The LEC PPC considered the following motion:

**Date:** 1/10/2022

**Motion:** The PPC approves the minutes from the December 2, 2021 Special Meeting, the December 6, 2021 Regular Meeting, and the January 4, 2022 Special Meeting.

**Moved by:** Lompoc

**Seconded by:** Lodi

**Discussion:** There was no further discussion

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	8	88.9179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	11.0821%
<b>Result:</b>	<b>Motion Passes</b>	

## **MONTHLY REPORTS**

### **4. Operational Reports for December 2021**

Rafael Santana presented the Operational Report for December 2021. There were no OSHA recordable accidents and no NERC/WECC violations. There was one forced outage in December to repair the HP steam bypass valve leak and HP economizer tube leak. The next planned outage for the steam turbine and generator major work is scheduled for March 1, 2022 – May 31, 2022.

The operational report reflected monthly production of 115,356 MWH, 431 service hours, and equivalent operating availability of 84.0%. The report set for the Capacity Factor @ 302MW Pmax of 51.3%. There were 7 hot starts, 4 warm starts, and 2 cold starts during the month.

### **5. Market Data Report for December 2021**

Michael Maltese mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 23 out of 26 available days. Most runs were varied between 24 hours, 6-11 hours and 18-23 runs in the month of December.

### **6. Monthly Asset Report**

Michael DeBortoli presented the monthly asset report for November 2021. Michael mentioned the revenues were high this month. The historical margins in November were lower than previous months in November. Expenses were up with higher fuel costs and inventory reporting. The budget is below expectations for November 2021.

### **7. Bidding Strategies Report**

Jesse Shields presented the Bidding Strategies Report for December 2021. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

### **Consent Calendar (Items 8-13)**

The consent calendar was considered. Vice Chairman Wong 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:** 1/10/2022

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for November 2021; **9.** Financial Report for November 2021;

**10.** GHG Reports (excerpted from the Monthly ARB); **11.**Control Components Inc. 5-Year MTGSA-EMS for valve and vent maintenance and inspection services, with a not-to-exceed amount to \$1,000,000, for use at all NCPA facilities and Members/SCPPA; **12.** Resolution 2022-01 to proclaim that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for a period of January 10, 2022, through February 9, 2022, pursuant to the Ralph M. Brown Act (Brown Act); **13.** PMOA Schedule 6.00 revisions to update the contact information for the City of Azusa, as well as the Generation Services Assistant General Manager for NCPA.

**Moved by:**  
**Seconded by:**

**Lompoc**  
**SVP**

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	8	88.9179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	11.0821%
Result:	Motion Passes	

#### **BUSINESS ACTION ITEMS**

None.



## **INFORMATIONAL ITEMS**

### **14. Additional Operational Updates**

Michael DeBortoli announced Randy Bowersox as the new Assistant General Manager of Generation Services. The Committee welcomed Randy to the PPC meetings.

### **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, February 7, 2022 at 10:00am.

The meeting was adjourned at 10:26 am.

Submitted by: Melissa Conrad

# **Lodi Energy Center Project Participant Committee**

## **Operational Report**

**Agenda Item No.: 4**

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**Date:** 2/7/2022

**To:** Lodi Energy Center Project Participant Committee

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### **Safety**

- OSHA Recordable: 0 Accidents.

### **Notice of Violations**

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

### **Outage Summaries:**

- None.

### **Planned Outage Summaries:**

- March 1 – May 31, 2022; Steam turbine generator major inspection, gas turbine ULN installation

**Generating Unit Statistics:****Date:**

1/1/2022

1. Monthly Production
2. Productivity Factor
  - a. Service Hours
  - b. Service Factor
  - c. Capacity Factor @ 302MW Pmax

55,694 MWh

221 Hours

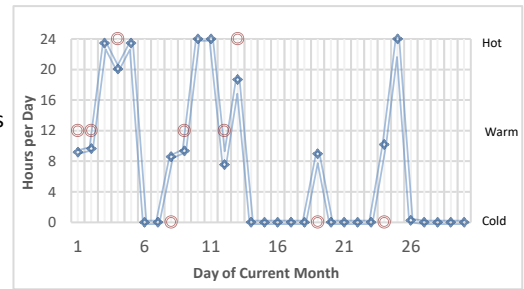
29.7%

24.8%

3. Equivalent Operating Availability (EOA)
4. Forced Outage Rate (FOR)

100.0%

0.0%



## 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	6,950	1.47%	9,420	\$3,787
Seg. 2 284 - 296	6870	6,966	1.40%	17,506	\$6,755
Seg. 3 275 - 284	6971	7,021	0.72%	3,569	\$714
Seg. 4 250 - 275	7081	6,976	-1.48%	7,673	-\$3,225
Seg. 5 225 - 250	7130	7,138	0.11%	8,055	\$250
Seg. 6 200 - 225	7200	7,180	-0.28%	4,740	-\$376
Seg. 7 175 - 225	7450	7,654	2.74%	1,731	\$1,413
Seg. 8 165 - 175	7760	8,023	3.39%	352	\$370
	7,164	7,239	0.87%	<b>53,046</b>	<b>\$9,687</b>

## 6. AGC Control Deviation

MW Range	High Dev MWh	Low Dev MWh	Total Dev MWh	Cost \$
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	0	1	\$14
Seg. 3 275 - 284	0	-1	1	\$33
Seg. 4 250 - 275	1	-1	2	\$45
Seg. 5 225 - 250	0	-1	1	\$23
Seg. 6 200 - 225	0	-1	1	\$41
Seg. 7 175 - 225	0	0	1	\$20
Seg. 8 165 - 175	0	0	0	\$0
	<b>1</b>	<b>-5</b>	<b>6</b>	<b>\$176</b>

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	2	4	3
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	61	95	84
Start Time Deviation (%)	-19%	-14%	-58%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,211	2,141	3,960
Fuel Deviation (%)	-7%	19%	13%
Costs of Fuel Deviations (\$)	<b>-\$712</b>	<b>\$5,455</b>	<b>\$5,524</b>



# **LEC PPC Meeting**

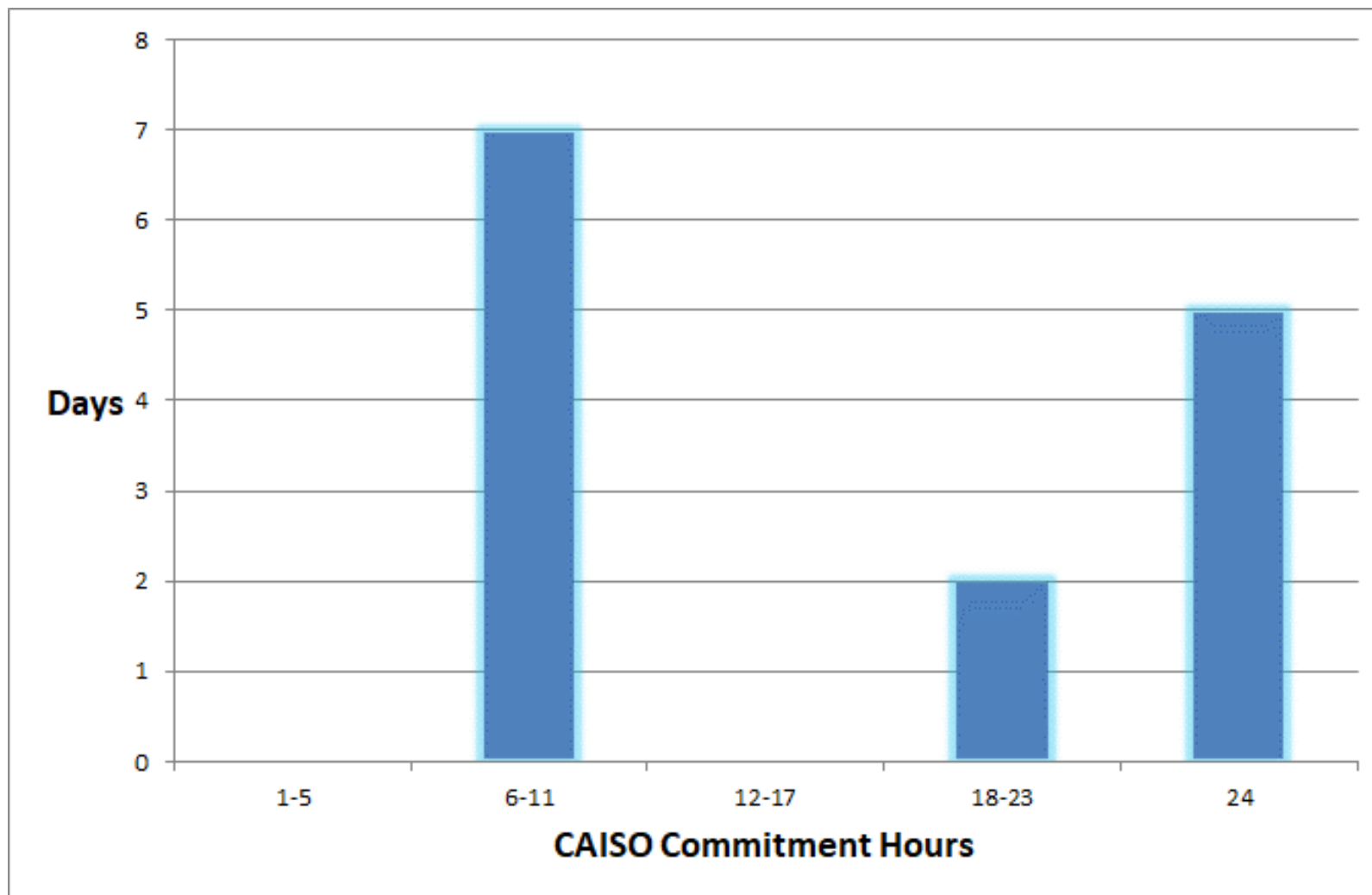
**February 07, 2022**

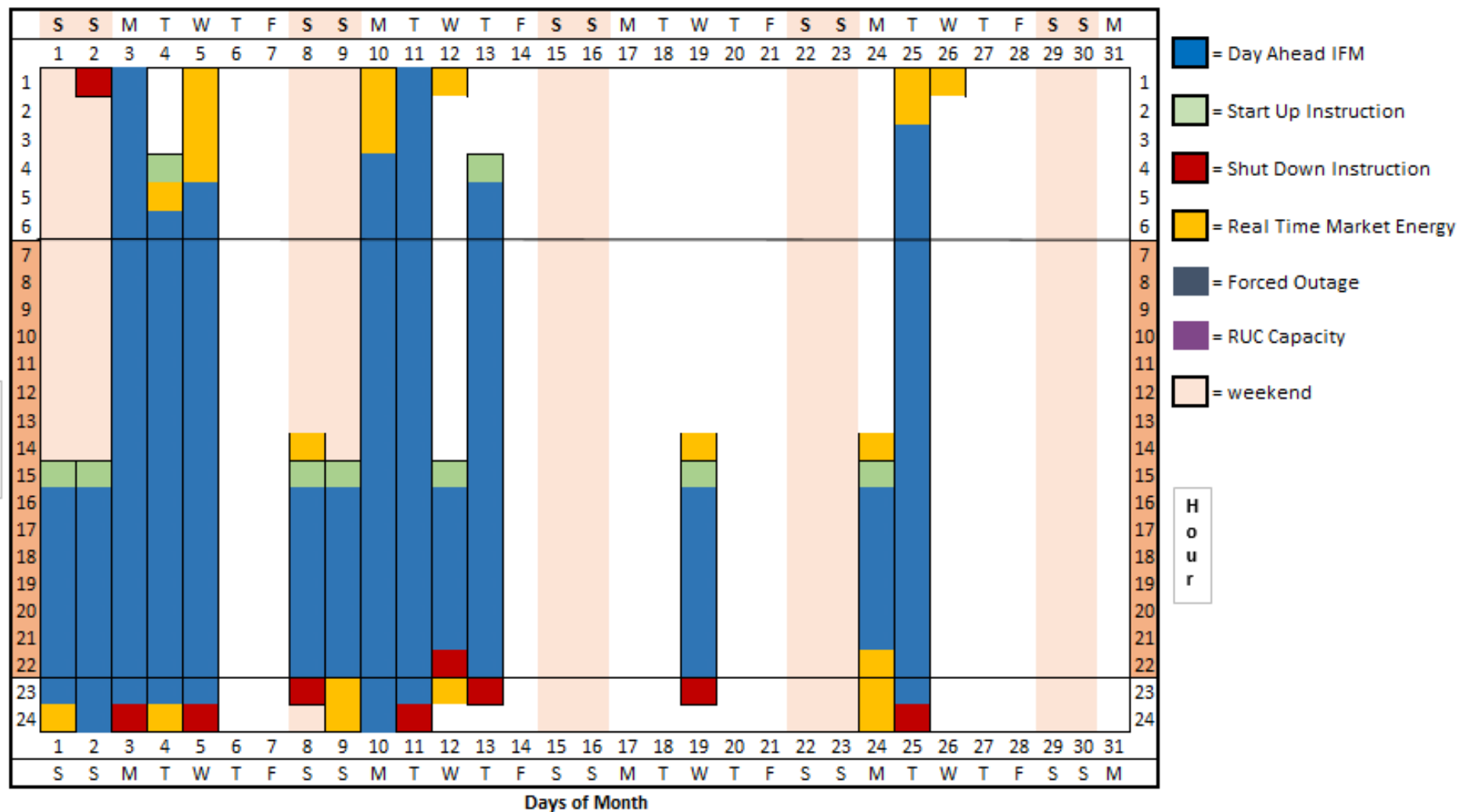
**January 2022 Market Financial Results**

## LEC Operational Results for January 2022

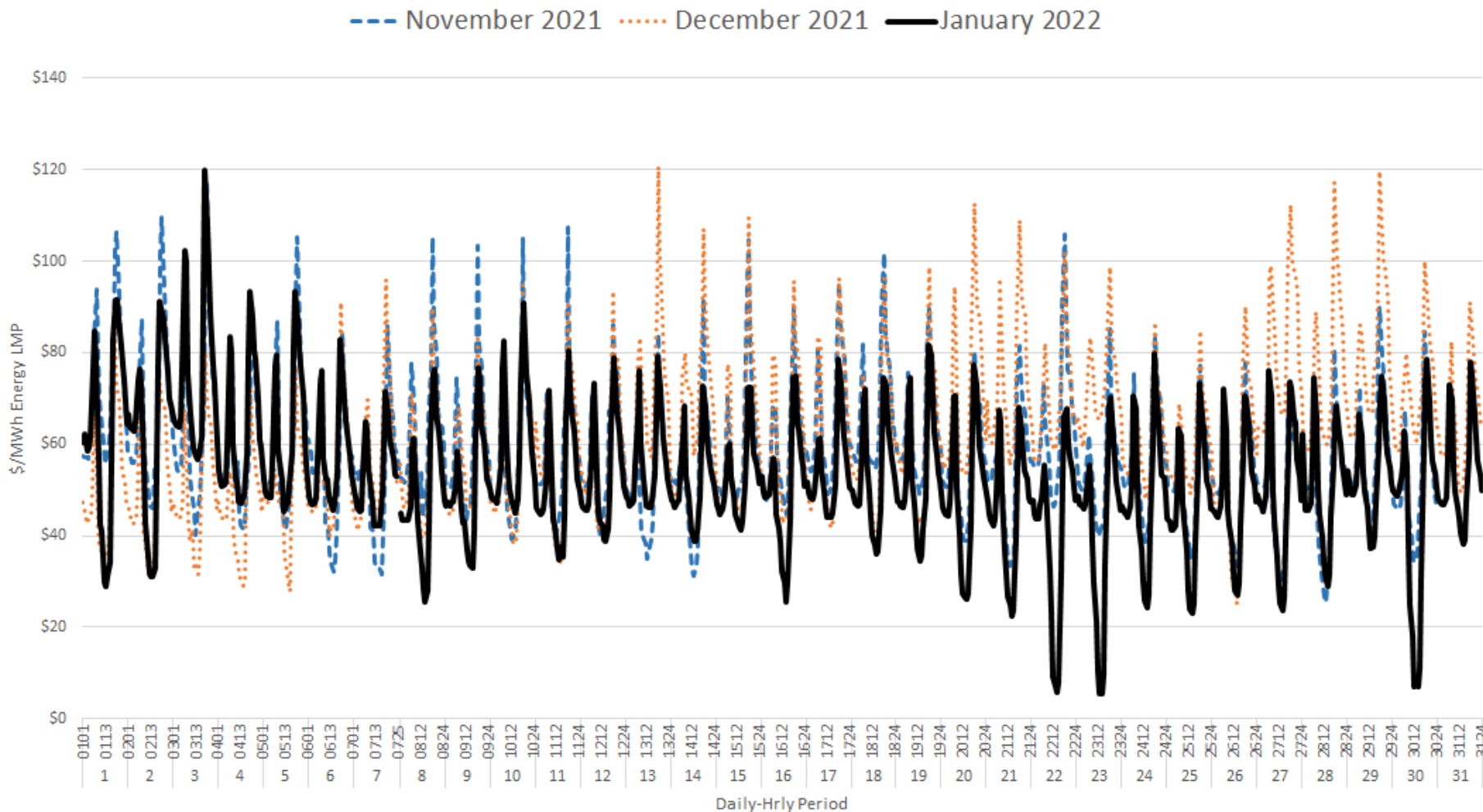
- Resource Adequacy Availability Metrics:
  - 97% - Monthly Assessment Generic Performance
  - 97.3% - Monthly Assessment Flexible Performance Vs
  - 96.5% Availability Standard
- Estimated RAAIM Net Amount based on Dead Band:
  - \$0k for Generic RA based on claimed 125.92 MW
  - \$0k for Flexible RA based on claimed 24.38 MW
- LEC was committed by CAISO for Market energy 14 days of 31 available days
  - Nine (9) starts during the month
  - Five (5) days of 24 hour operations
  - Zero (0) days unavailable due to forced outage
  - Seventeen (17) days not committed due to economics

## Frequency Tabulation of Daily CAISO commitment hours for January 2022



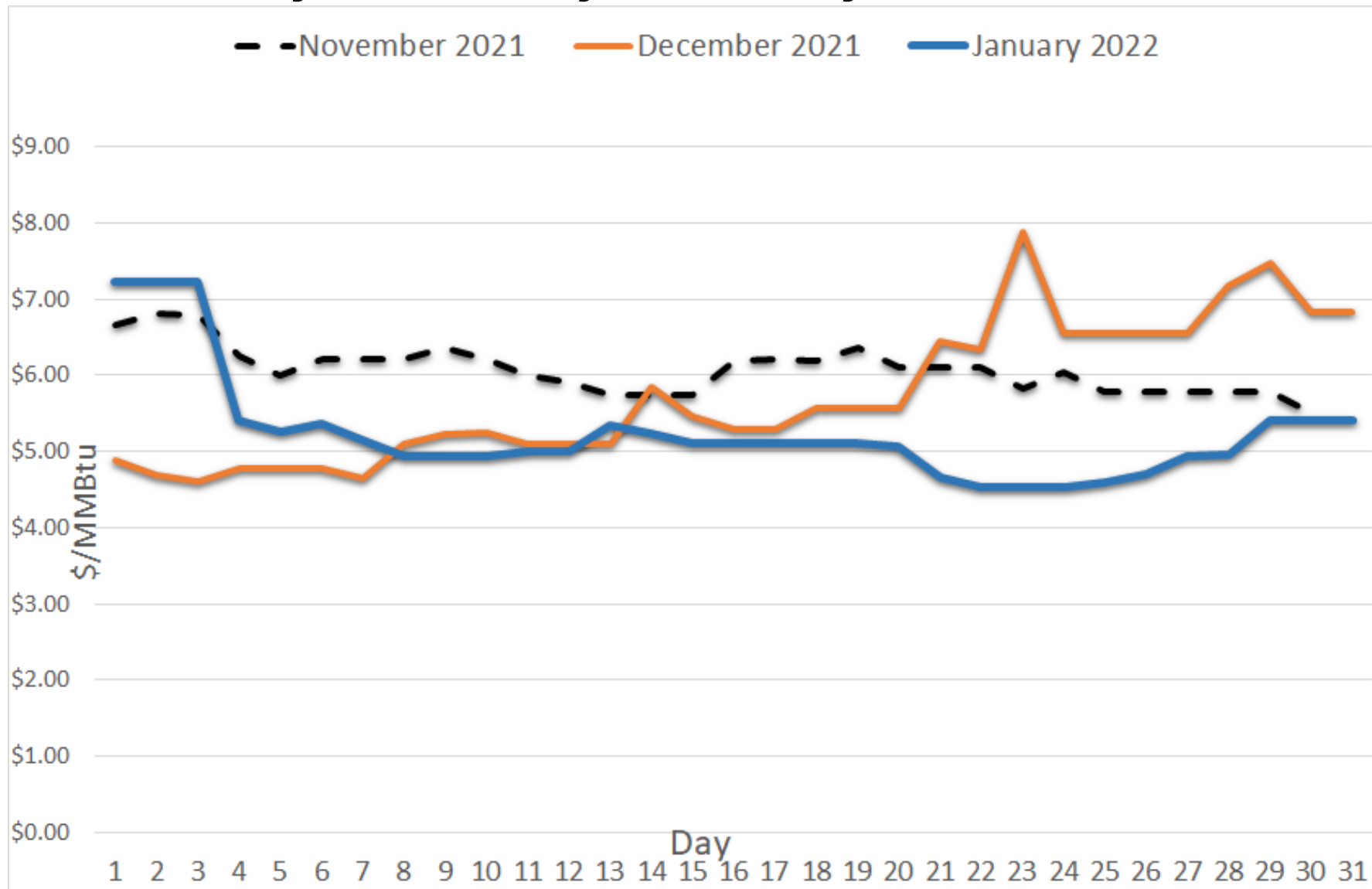


# DA Energy LMP values by Month

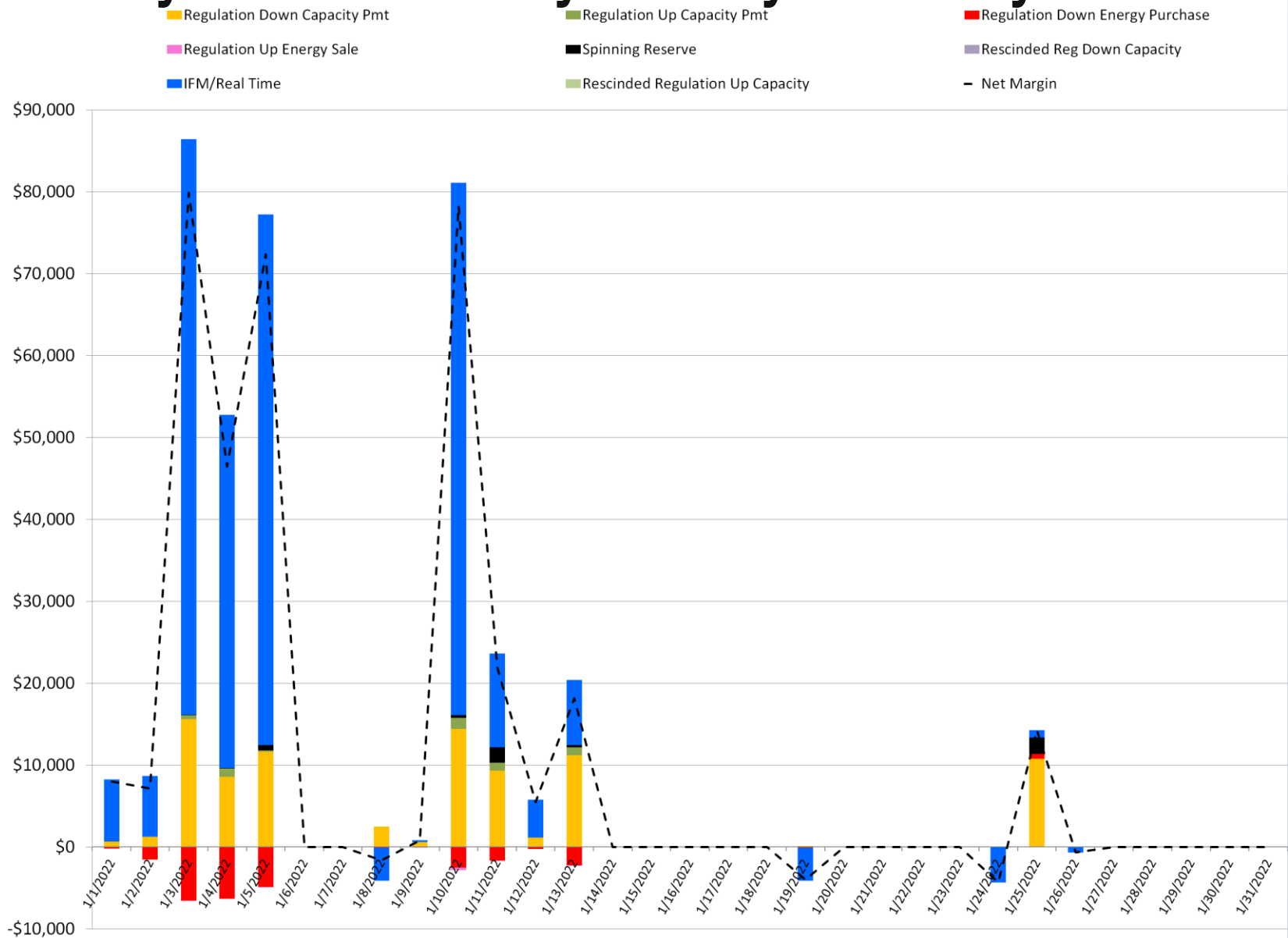




# January 2022 Daily PG&E City Gate Gas Index



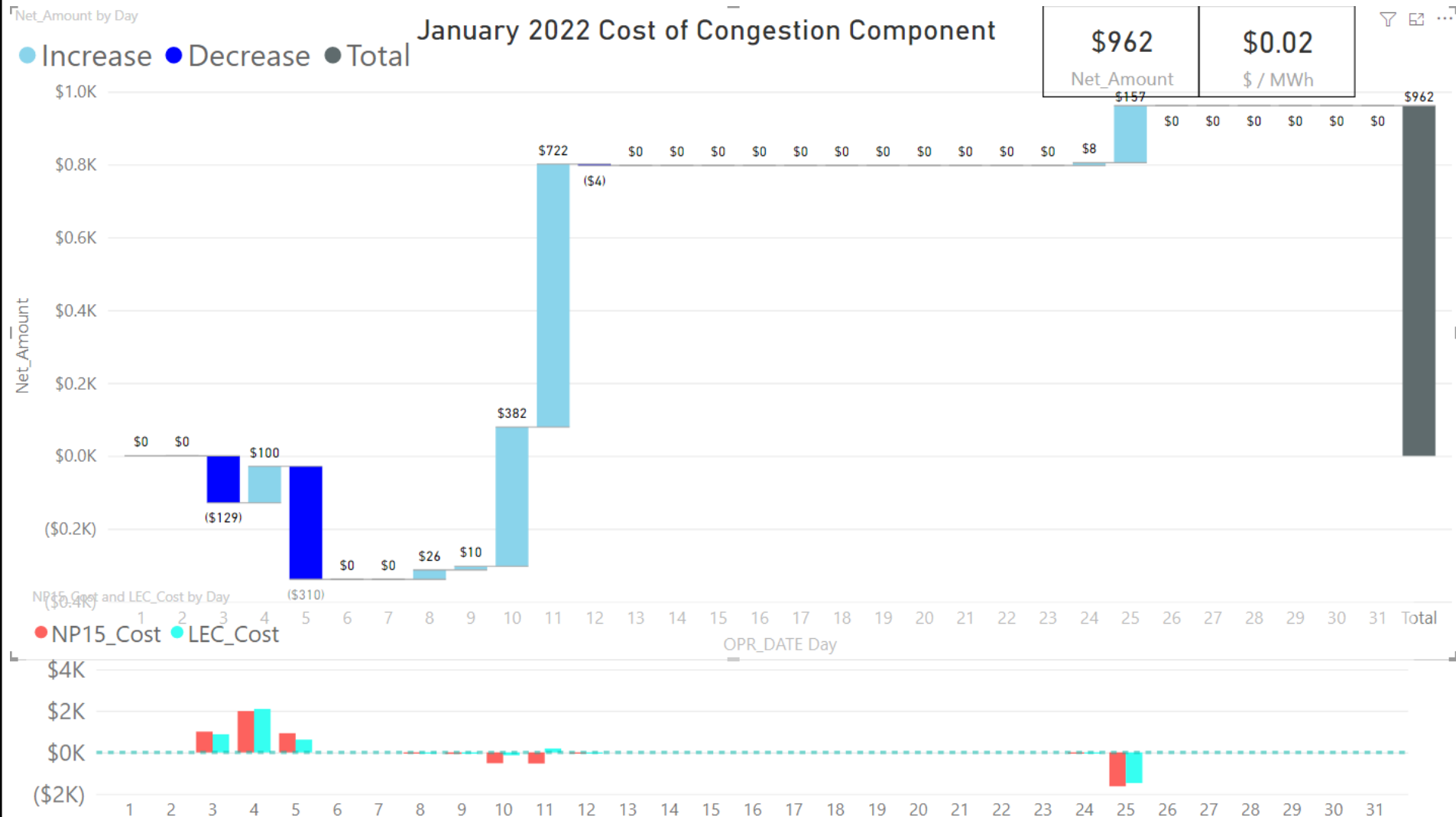
## January 2022 LEC Daily January Profile by Product



## January 2022 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	3,651,200	
Regulation Up Capacity	\$	4,900	
Regulation Down Capacity	\$	87,800	
Spinning Reserve	\$	5,200	
<b>Total Gross LEC Revenue</b>			<b>\$ 3,749,100</b>
LEC CAISO GMC Costs	\$	(21,300)	
CAISO Energy & Capacity Buyback Costs	\$	(115,400)	
Total Monthly LEC Fuel Cost	\$	(2,385,800)	
Total Monthly GHG Obligation	\$	(702,000)	
Variable Operations & Maintenance Cost	\$	(182,600)	
<b>Total Gross Costs</b>			<b>\$ (3,407,100)</b>
<b>Cumulative Monthly Margin</b>			<b>\$ 342,000</b>
<b>5 Days of Accrued LT Maintenance Costs</b>	\$	(75,904)	
<b>Net Cumulative Monthly Margin</b>			<b>\$ 266,096</b>
<b>Average Net Margin \$/MWh</b>	\$		<b>4.8</b>

# Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub



# Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

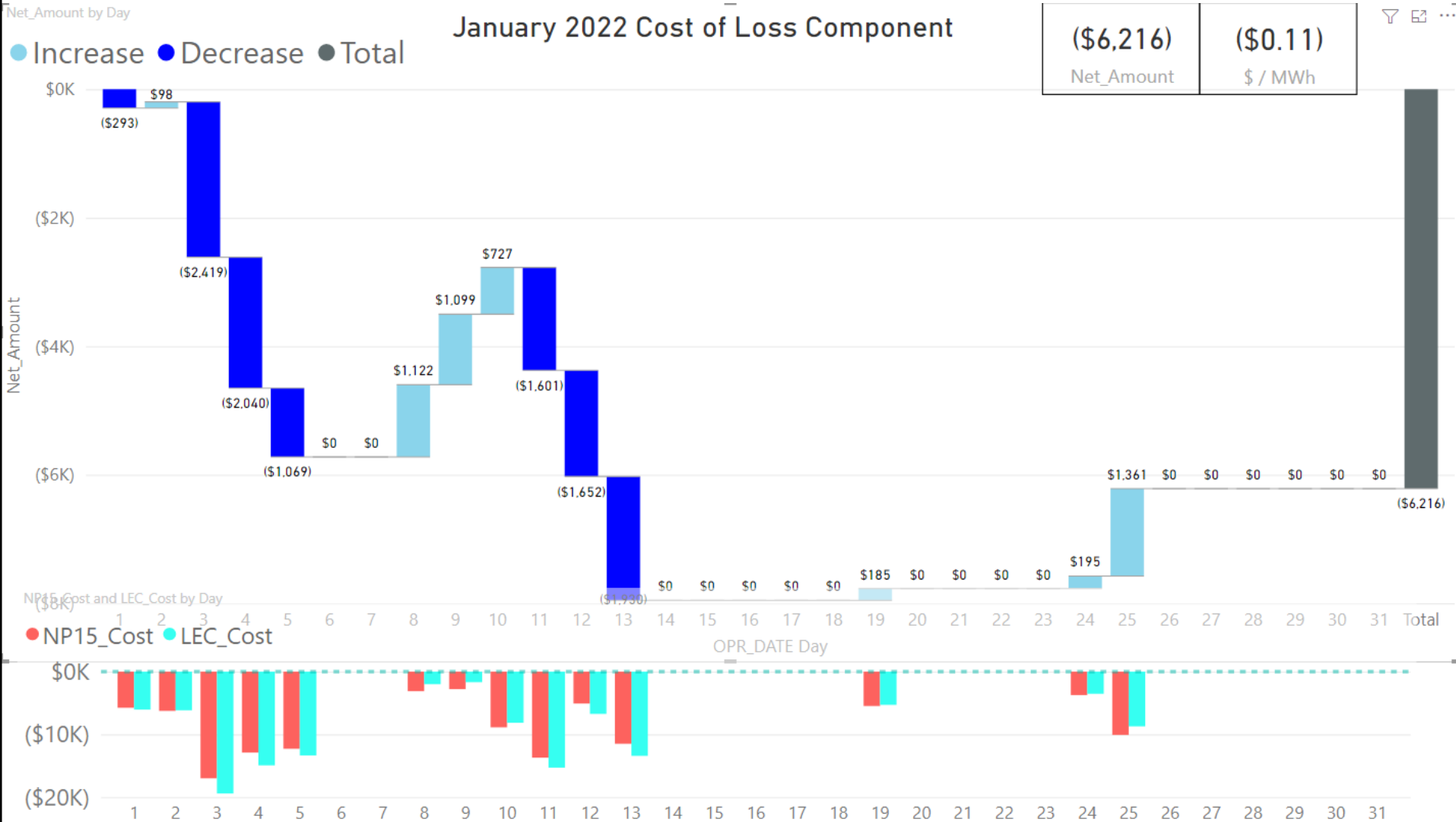
January 2022 Cost of Loss Component

(\$6,216)

Net\_Amount

(\$0.11)

\$ / MWh

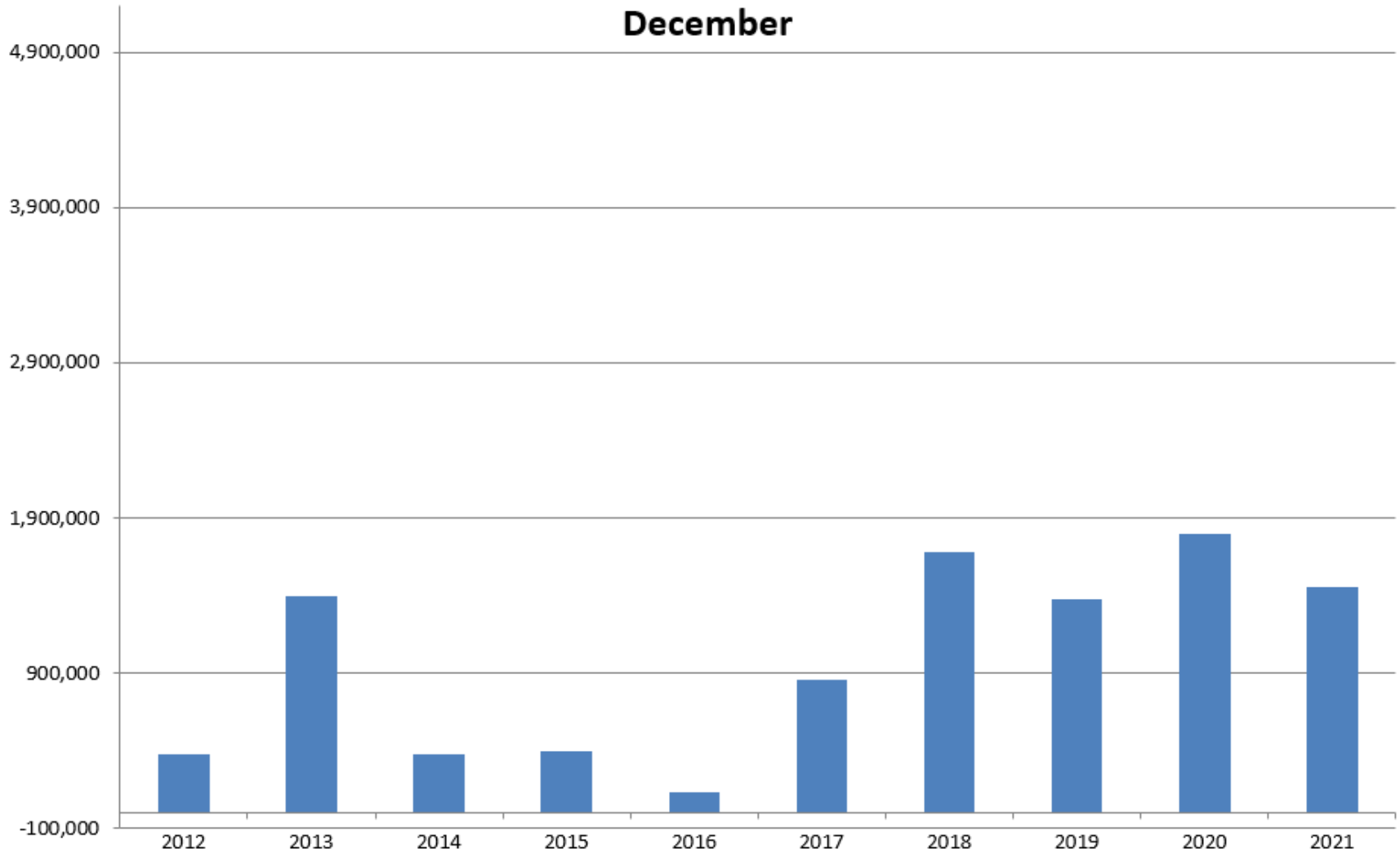


# December Asset Report

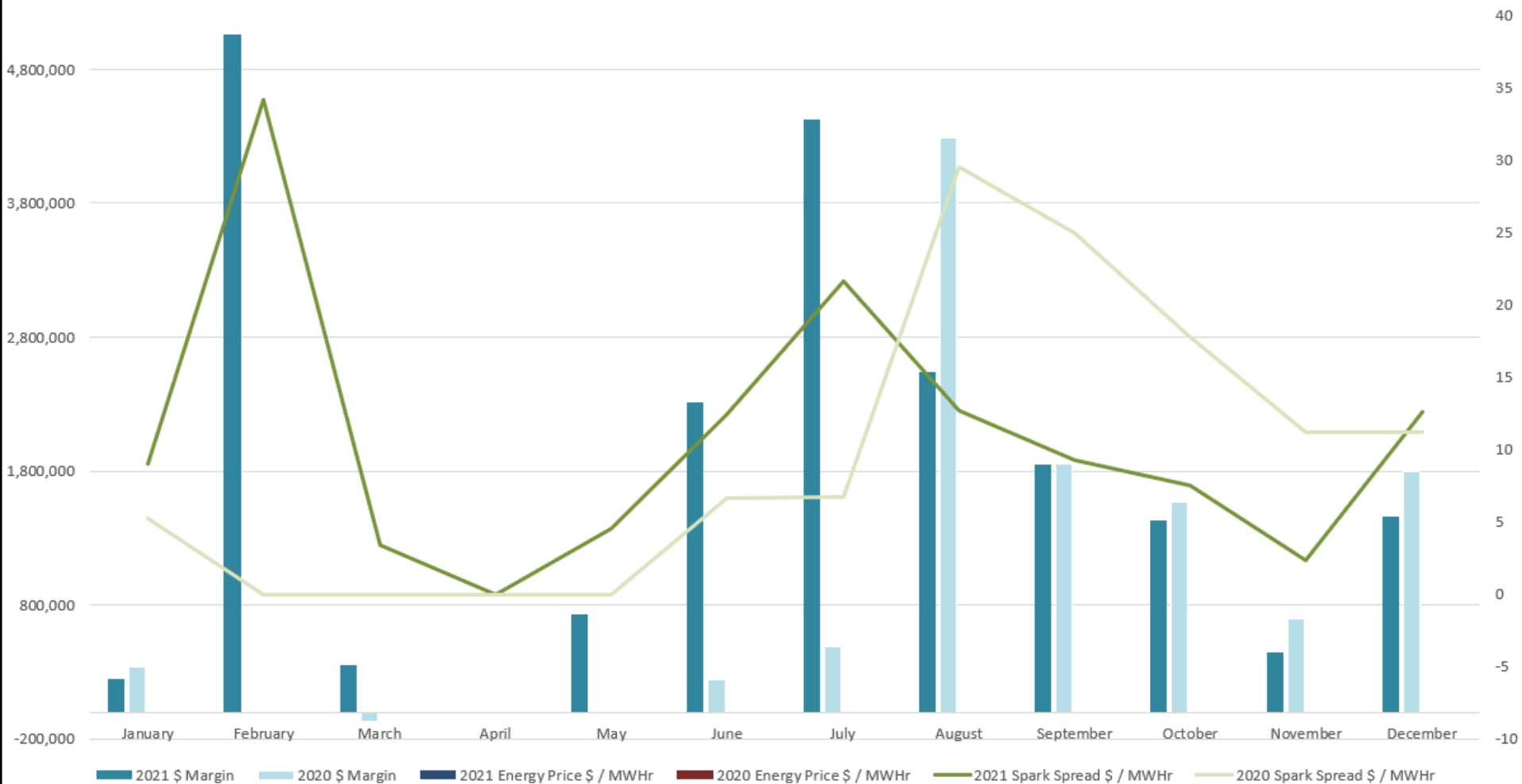
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	8,648,200	12,652,265	9,565,424	(4,004,064)	-32%	
VOM	6,895,212	9,356,134	7,691,890	(2,460,922)	-26%	
Fixed	984,947	970,163	970,163	14,784	2%	
Projects	239,577	417,244	417,244	(177,667)	-43%	
A&G	208,151	208,180	208,180	(29)	0%	
Debt	2,197,050	2,167,356	2,167,356	29,694	1.37%	
Net Cost	(1,876,737)	(466,812)	(1,889,409)	(1,409,925)	302%	
Net Annual Cost		(27,530,934)	(33,283,102)	\$5,752,168		
				Below budget by 17.28%		

# Historical Margins

December

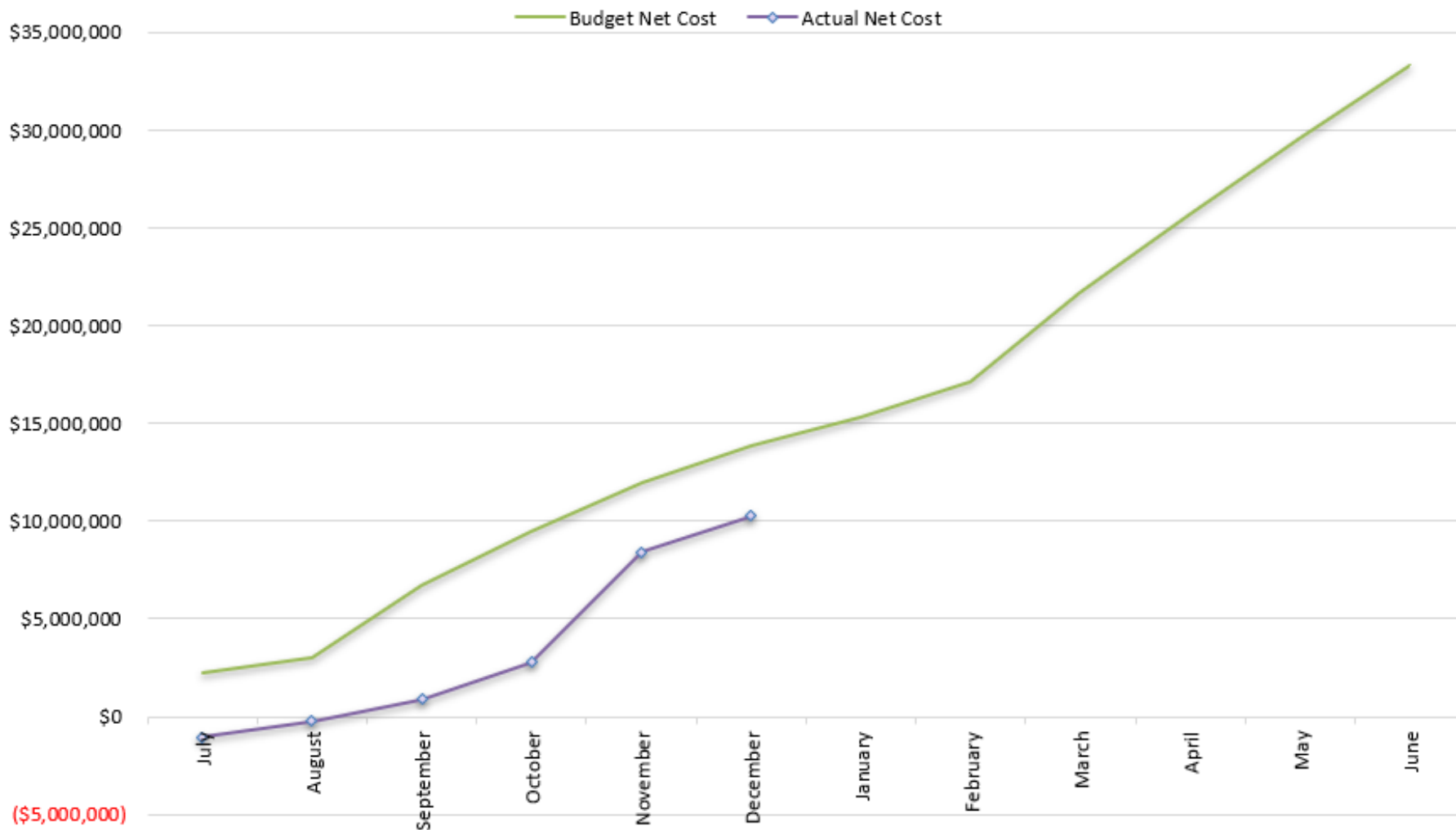


## Historical Monthly Comparison





### Cummulative Net Cost



Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 02/01/2022

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2021 Budget	Percent Used	Comments
VOM	9,973,134	10,171,044	11,917,713	12,637,208	12,875,378	6,895,212	10,704,183	7,894,579	21,232	835,849	21,261	7,252,476	91,199,269	44,037,328	207.1%	
Capacity Factor	91%	89%	92%	85%	87%	51%	94%	84%	0%	0%	0%	79%	62%	60%	103.9%	
Fuel Consumed (mmBTU, estimated)	1,420,025	1,389,734	1,383,289	1,330,762	1,334,646	826,291	1,513,864	1,264,362	0	0	0	1,233,982	11,696,955	6,475,833	180.6%	
Avg Fuel Cost (\$/mmBTU)	5.29	5.56	6.85	7.23	6.30	6.19	4.63	4.59	0.00	0.00	0.00	3.86	5.59	4.72	118.5%	Fuel Price Higher
Power Produced (MWhr, estimated)	204,130	200,395	199,055	189,965	189,397	115,364	210,259	175,606	0	0	0	171,386	1,655,557	945,377	175.1%	
Avg Power Price (\$/MWhr)	72.84	66.18	71.56	76.12	65.05	74.88	55.68	55.55	0.00	0.00	0.00	47.12	64.83	52.25	124.1%	Energy Price Up, more starts
Operations / Variable / LTSA	208,331	139,261	176,151	240,945	1,573,747	138,127	1,487,111	165,641	21,232	835,849	21,261	540,812	5,548,467	3,601,753	154.0%	
Fuel (estimated)	7,516,063	7,721,496	9,476,215	9,617,541	8,411,777	5,113,416	7,008,376	5,800,522	0	0	0	4,766,786	65,432,191	31,029,301	210.9%	
AB32 GHG Offset (estimated)	1,754,343	1,752,725	1,893,734	2,045,914	2,346,195	1,339,784	1,779,469	1,486,192	0	0	0	1,450,482	15,848,837	6,268,971	252.8%	Reduced ops, lower costs
CA ISO Charges (estimated)	494,397	557,562	371,613	732,809	543,658	303,886	429,227	442,224	0	0	0	494,397	4,369,773	3,137,303	139.3%	
Routine O&M (Fixed)	1,370,254	1,247,653	878,388	1,157,098	2,544,948	984,947	1,218,484	978,161	973,162	1,112,528	978,663	981,398	14,425,683	12,766,299	113.0%	
Maintenance / Fixed	410,514	180,863	155,734	213,715	181,413	248,251	216,134	216,134	216,134	350,000	216,134	216,134	2,821,159	2,989,071	94.4%	Service Water
Administration	4,749	2,109	4,458	6,998	20,420	5,531	18,023	18,023	18,023	18,023	18,023	18,024	152,404	216,277	70.5%	
Mandatory Costs	32,768	120,740	14,347	16,887	18,948	22,527	20,000	12,000	7,000	12,500	12,500	15,245	305,462	312,245	97.8%	
Inventory Stock	13,076	253,650	0	270,451	1,639,616	5,443	0	0	0	0	0	0	2,182,236	-	0.0%	
Labor	652,467	426,770	446,181	391,268	411,041	446,515	696,967	464,645	464,645	464,645	464,645	464,645	5,794,434	6,040,384	95.9%	
Insurance	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,368	1,576,482	1,576,482	100.0%	
Power Management & Settlements	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,303	1,503,669	1,503,669	100.0%	
Other Costs	0	6,841	988	1,099	16,830	0	10,680	10,679	10,680	10,680	10,681	10,679	89,837	128,171	70.1%	
Projects	163,427	206,099	197,649	156,259	158,193	239,577	417,244	417,244	417,244	417,244	417,244	417,226	3,624,650	5,006,910	72.4%	
Maintenance Reserve	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,253	1,875,102	1,875,102	100.0%	
Operations & Maintenance Projects	7,168	49,840	41,390	0	1,934	83,318	114,610	114,610	114,610	114,610	114,610	114,598	871,298	1,375,308	63.4%	
Capital Projects	0	0	0	0	0	0	146,375	146,375	146,375	146,375	146,375	146,375	878,250	1,756,500	50.0%	
A&G	159,749	229,105	235,597	208,151	208,151	208,151	208,180	208,180	208,180	208,180	208,180	208,174	2,497,978	2,498,154	100.0%	
Administrative & General (Allocated)	134,398	198,391	200,472	177,754	177,754	177,754	177,777	177,777	177,777	177,777	177,777	177,774	2,133,182	2,133,321	100.0%	
Generation Services Shared	25,351	30,714	35,125	30,397	30,397	30,397	30,403	30,403	30,403	30,403	30,403	30,400	364,796	364,833	100.0%	
Total O&M Cost	11,666,564	11,853,901	13,229,347	14,158,716	15,786,670	8,327,887	12,548,090	9,498,164	1,619,818	2,573,801	1,625,347	8,859,274	111,747,580	64,308,691	173.8%	
Debt Service	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,167,355	2,167,357	2,167,354	2,167,355	2,167,357	2,167,355	26,186,433	26,008,268	100.7%	
Revenues	14,889,851	13,271,811	14,285,186	14,481,816	12,346,225	8,648,200	13,233,415	10,842,782	32,153	32,153	32,152	8,307,334	110,403,079	57,033,857	193.6%	
ISO Energy Sales (estimated)	14,868,316	13,262,248	14,244,822	14,460,125	12,319,751	8,637,919	11,706,949	9,754,139	0	0	0	8,075,393	107,329,663	49,394,211	217.3%	
Other Income	21,535	9,563	40,364	21,691	26,474	10,281	1,526,466	1,088,643	32,153	32,153	32,152	231,941	3,073,416	7,639,646		
Net	\$1,026,237	(\$779,140)	(\$1,141,211)	(\$1,873,950)	(\$5,637,494)	(\$1,876,737)	(\$1,482,030)	(\$822,738)	(\$3,755,019)	(\$4,709,003)	(\$3,760,552)	(\$2,719,295)	(\$27,530,934)	(\$33,283,102)	Below budget by 17.28%	



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# LEC Treasurer's Report

AGENDA ITEM NO.: 8

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**Date:** February 7, 2022  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended December 31, 2021

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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 \$320.

Investments - The carrying value of the LEC's investment portfolio totaled \$37,495,615 at month end. The current market value of the portfolio totaled \$37,283,355.

The overall portfolio had a combined weighted average interest rate of 0.707% with a bond equivalent yield (yield to maturity) of 0.636%. Investments with a maturity greater than one year totaled \$13,994,000. During the month \$14,877,843 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 remained unchanged at 0.06% and rates on one year T-Bills increased 16 basis point from 0.21% to 0.37%.

To the best of my knowledge and belief, all securities held by LEC as of December 31, 2021 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*

MONTY HANKS  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

*Sandra Ainsworth*

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**DECEMBER 31, 2021**

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**Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
December 31, 2021**

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>	<b>INVESTMENTS at MARKET</b>
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 320	\$ 12,717,024	\$ 12,717,344	33.92%	\$ 12,716,437
Debt Service Reserve	-	12,771,743	12,771,743	34.06%	12,712,646
O & M Reserve	-	11,661,229	11,661,229	31.10%	11,508,653
	<b>320</b>	<b>37,149,996</b>	<b>37,150,316</b>	<b>99.08%</b>	<b>36,937,736</b>
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	345,619	345,619	0.92%	345,619
Participant Deposit Account	-	-	-	-	-
	<b>\$ 320</b>	<b>\$ 37,495,615</b>	<b>\$ 37,495,935</b>	<b>100.00%</b>	<b>\$ 37,283,355</b>

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

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash Activity Summary**  
**December 31, 2021**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 8	\$ 20,997,182	\$ (9,629,540)	\$ (12,715,084)	\$ 1,345,892	\$ (1,542)
Debt Service Reserve	-	44,150	18,830	-	(62,980)	-	-
O & M Reserve	-	9,076	1,959,240	-	(1,968,316)	-	-
	-	53,234	22,975,252	(9,629,540)	(14,746,380)	1,345,892	(1,542)
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	(131,463)	131,463	-
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 53,234</b>	<b>\$ 22,975,252</b>	<b>\$ (9,629,540)</b>	<b>\$ (14,877,843)</b>	<b>\$ 1,477,355</b>	<b>\$ (1,542)</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Investment Activity Summary**  
**December 31, 2021**

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ 12,715,084	\$ (20,997,182)	\$ 797	\$ -	\$ -	\$ (8,281,301)
Debt Service Reserve	62,980	(18,830)	(941)	-	-	43,209
O & M Reserve	1,968,316	(1,959,240)	(859)	(40,760)	-	(32,543)
	<u>14,746,380</u>	<u>(22,975,252)</u>	<u>(1,003)</u>	<u>(40,760)</u>	<u>-</u>	<u>(8,270,635)</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	131,463	-	-	-	-	131,463
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 14,877,843</u>	<u>\$ (22,975,252)</u>	<u>\$ (1,003)</u>	<u>\$ (40,760)</u>	<u>\$ -</u>	<u>\$ (8,139,172)</u>

**Less Non- Cash Activity**

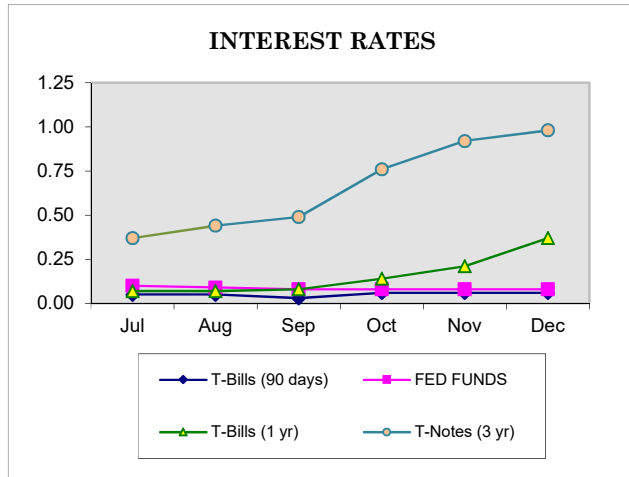
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>1,003</u>
Net Change in Investment --Before Non-Cash Activity	<u>\$ (8,138,169)</u>

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

**Northern California Power Agency/Lodi Energy Center**  
**Interest Rate/Yield Analysis**  
**December 31, 2021**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>0.707%</b>	<b>0.636%</b>
<b>Debt Service Account</b>	<b>0.080%</b>	<b>0.082%</b>
<b>Debt Service Reserve</b>	<b>1.009%</b>	<b>0.891%</b>
<b>O &amp; M Reserve</b>	<b>1.073%</b>	<b>0.974%</b>
<b>GHG Cash Account</b>	<b>0.238%</b>	<b>0.238%</b>

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
<b>Fed Funds (Overnight)</b>	<b>0.08%</b>	<b>0.09%</b>
<b>T-Bills (90da.)</b>	<b>0.06%</b>	<b>0.09%</b>
<b>Agency Disc (90da.)</b>	<b>0.11%</b>	<b>0.11%</b>
<b>T-Bills (1yr.)</b>	<b>0.37%</b>	<b>0.09%</b>
<b>Agency Disc (1yr.)</b>	<b>0.19%</b>	<b>0.11%</b>
<b>T-Notes (3yr.)</b>	<b>0.98%</b>	<b>0.18%</b>

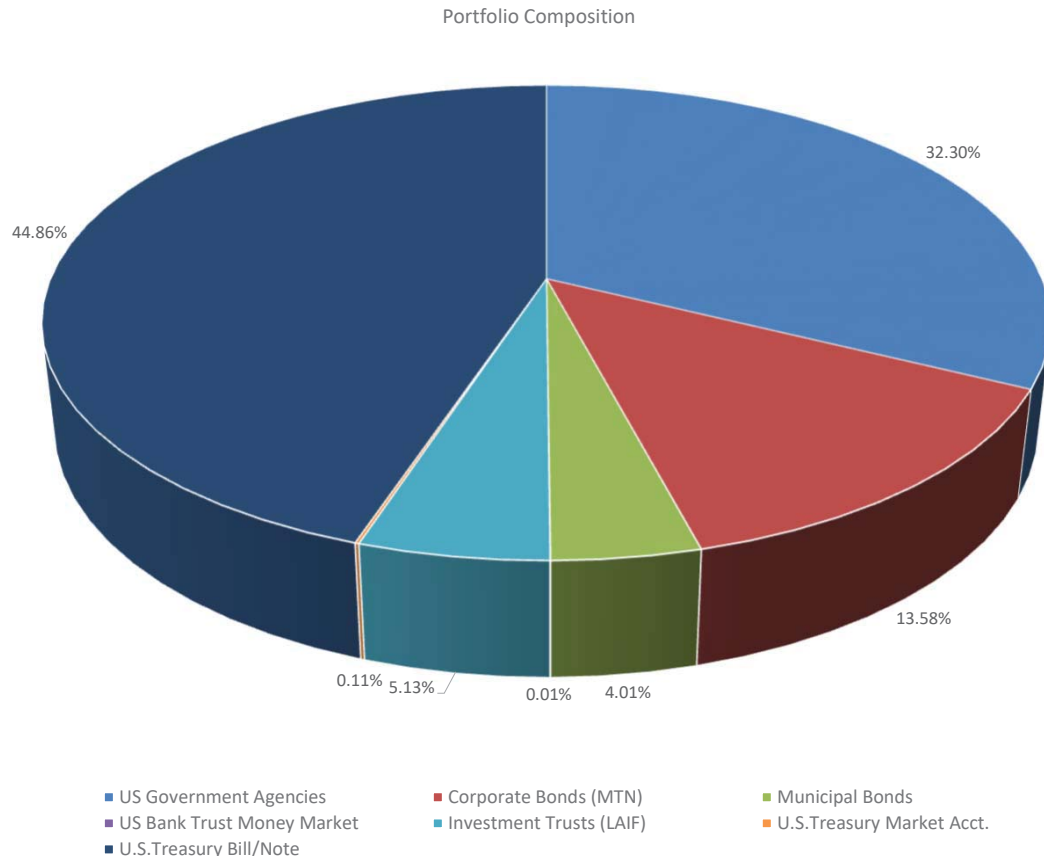




**Northern California Power Agency/Lodi Energy Center**  
**Total Portfolio**  
**Investment Maturities Analysis**  
**December 31, 2021**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ 4,100	\$ -	\$ -	\$ 8,000	\$ -	\$ 12,100	32.30%
Corporate Bonds (MTN)	-	-	595	-	-	4,494	-	5,089	13.58%
Municipal Bonds	-	-	-	-	-	1,500	-	1,500	4.01%
US Bank Trust Money Market	4	-	-	-	-	-	-	4	0.01%
Investment Trusts (LAIF)	1,923	-	-	-	-	-	-	1,923	5.13%
U.S.Treasury Market Acct.	41	-	-	-	-	-	-	41	0.11%
U.S.Treasury Bill/Note	-	-	16,803	-	-	-	-	16,803	44.86%
<b>Total Dollars</b>	<b>\$ 1,968</b>	<b>\$0</b>	<b>\$21,498</b>	<b>\$0</b>	<b>\$ -</b>	<b>\$13,994</b>	<b>\$0</b>	<b>\$ 37,460</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>5.25%</b>	<b>0.00%</b>	<b>57.39%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>37.36%</b>	<b>0.00%</b>	<b>100.00%</b>	

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.**



## Northern California Power Agency

## Treasurer's Report

12/31/2021

## LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	574	0.010		574		1	0.010	574	SYS79004	79004	574
U.S. Treasury	USBT	3,548,000	0.080	12/01/2021	3,546,604	05/26/2022	145	0.081	3,546,687	912796Q36	27326	3,546,850
U.S. Treasury	USBT	130,000	0.080	12/29/2021	129,957	05/26/2022	145	0.081	129,952	912796Q36	27347	129,958
<b>Fund Total and Average</b>		<b>\$ 3,678,574</b>	<b>0.080</b>		<b>\$ 3,677,135</b>		<b>145</b>	<b>0.082</b>	<b>\$ 3,677,213</b>			<b>\$ 3,677,382</b>

## LEC Issue #2 2010B DS Fund

US Bank Trust	USB	569	0.010		569		1	0.010	569	SYS79012	79012	569
U.S. Treasury	USBT	4,165,000	0.080	12/01/2021	4,163,362	05/26/2022	145	0.081	4,163,459	912796Q36	27327	4,163,650
U.S. Treasury	USBT	550,000	0.080	12/29/2021	549,819	05/26/2022	145	0.081	549,797	912796Q36	27348	549,823
<b>Fund Total and Average</b>		<b>\$ 4,715,569</b>	<b>0.080</b>		<b>\$ 4,713,750</b>		<b>145</b>	<b>0.082</b>	<b>\$ 4,713,825</b>			<b>\$ 4,714,042</b>

## LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,659,000	0.080	12/01/2021	3,657,561	05/26/2022	145	0.081	3,657,646	912796Q36	27328	3,657,814
U.S. Treasury	USBT	668,000	0.080	12/29/2021	667,780	05/26/2022	145	0.081	667,753	912796Q36	27349	667,785
<b>Fund Total and Average</b>		<b>\$ 4,327,000</b>	<b>0.080</b>		<b>\$ 4,325,341</b>		<b>145</b>	<b>0.082</b>	<b>\$ 4,325,399</b>			<b>\$ 4,325,599</b>
<b>GRAND TOTALS:</b>		<b>\$ 12,721,143</b>	<b>0.080</b>		<b>\$ 12,716,226</b>		<b>145</b>	<b>0.082</b>	<b>\$ 12,716,437.</b>			<b>\$ 12,717,023</b>

\*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 12/31/2021



**Northern California Power Agency**  
**Treasurer's Report**  
**12/31/2021**

**LEC Issue #1 2010 DSR Fund**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	44	0.010		44		1	0.010	44	SYS79005	79005	44
U.S. Treasury	USBT	63,000	0.080	12/29/2021	62,979	05/26/2022	145	0.081	62,977	912796Q36	27350	62,980
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	160	1.760	4,133,784	313379Q69	26463	4,106,307
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	166	0.036	508,695	912796J42	27244	508,917
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,521	0.840	4,346,583	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,623	0.799	147,725	3130AN4T4	27270	150,490
<b>Fund Total and Average</b>		<b>\$ 9,252,044</b>	1.361		<b>\$ 9,320,692</b>		<b>835</b>	<b>1.198</b>	<b>\$ 9,199,808</b>			<b>\$ 9,258,738</b>

**LEC Iss#1 2010B BABS Subs Resv**

US Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
U.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	145	0.081	2,368,123	912796Q36	27320	2,368,237
<b>Fund Total and Average</b>		<b>\$ 2,370,843</b>	0.080		<b>\$ 2,369,911</b>		<b>145</b>	<b>0.081</b>	<b>\$ 2,369,966</b>			<b>\$ 2,370,080</b>

**LEC Issue #2 2010B DSR BABS**

US Bank Trust	USB	1,295	0.010		1,295		1	0.010	1,295	SYS79013	79013	1,295
U.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	145	0.081	1,141,577	912796Q36	27321	1,141,632
<b>Fund Total and Average</b>		<b>\$ 1,143,295</b>	0.080		<b>\$ 1,142,846</b>		<b>145</b>	<b>0.081</b>	<b>\$ 1,142,872</b>			<b>\$ 1,142,927</b>
<b>GRAND TOTALS:</b>		<b>\$ 12,766,182</b>	1.009		<b>\$ 12,833,449</b>		<b>645</b>	<b>0.891</b>	<b>\$ 12,712,646.</b>			<b>\$ 12,771,745</b>

\*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 12/31/2021

**Callable Dates:**

Inv #  
27199      FFCB      Anytime



## Northern California Power Agency

## Treasurer's Report

12/31/2021

## LEC O &amp; M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,577,870	0.238		1,577,870		1	0.238	1,577,870	SYS70047	70047	1,577,870
First American Govt.	USBGC	40,671	0.002		40,671		1	0.002	40,671	SYS70041	70041	40,671
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	142	2.456	599,266	90331HPC1	26822	595,436
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,065	1.776	493,416	14912L6G1	26952	484,072
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,277	0.610	487,395	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,305	0.579	980,640	3136G4D75	27047	1,000,716
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,325	0.600	979,850	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,367	0.530	731,528	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,367	0.530	652,399	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,499	0.699	489,790	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,580	1.200	481,250	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,657	1.050	979,790	57629WDE7	27250	1,006,617
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,698	1.250	96,800	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,717	1.227	492,505	14913R2Q9	27290	498,246
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,758	1.567	850,383	872898AA9	27335	857,147
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,773	1.490	513,728	74460DAG4	27310	515,236
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,773	1.475	1,061,372	74460DAG4	27341	1,065,218
Fund Total and Average		\$ 11,627,541	1.073		\$ 11,677,503		1231	0.974	\$ 11,508,653			\$ 11,661,229
GRAND TOTALS:		\$ 11,627,541	1.073		\$ 11,677,503		1231	0.974	\$ 11,508,653.			\$ 11,661,229

\*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 12/31/2021

## Callable Dates:

Inv #		
26822	USB	Anytime starting 4/22/2022
27047	FHLMC	Quarterly starting 7/29/2022
27057	FNMA	Quarterly starting 8/18/2022
27083	FFCB	Anytime
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27222	JPM	Annually starting 4/30/2023
27259	BAC	Semi-annually starting 8/26/2022



## Northern California Power Agency

## Treasurer's Report

12/31/2021

## LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		345,619	0.238		345,619		1	0.238	345,619	SYS70046	70046	345,619
Fund Total and Average		\$ 345,619	0.238		\$ 345,619		1	0.238	\$ 345,619			\$ 345,619
GRAND TOTALS:		\$ 345,619	0.238		\$ 345,619		1	0.238	\$ 345,619.			\$ 345,619

\*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 12/31/2021



**Lodi Energy Center Project Participant Committee**

**LEC Financial Reports**

AGENDA ITEM NO.: 9

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**Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** December 31, 2021 Financial Reports (Unaudited)

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**NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
STATEMENTS OF NET POSITION  
UNAUDITED**

	December	
	2021	2020
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 345,619	\$ 87,127
Interest receivable	110	251
Inventory and supplies - at average cost	4,367,125	2,220,138
Prepaid insurance	1,085,909	-
Due from (to) Agency, net	37,743,681	23,262,404
<b>TOTAL CURRENT ASSETS</b>	<b>43,542,444</b>	<b>25,569,920</b>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	1,629,638	3,126,258
Investments	35,527,129	33,305,674
Interest receivable	45,966	43,047
<b>TOTAL RESTRICTED ASSETS</b>	<b>37,202,733</b>	<b>36,474,979</b>
<b>ELECTRIC PLANT</b>		
Electric plant in service	410,208,081	409,938,074
Less: accumulated depreciation	(116,093,206)	(101,946,642)
<b>TOTAL ELECTRIC PLANT</b>	<b>294,114,875</b>	<b>307,991,432</b>
<b>OTHER ASSETS</b>		
Regulatory assets	22,888,264	28,437,901
<b>TOTAL OTHER ASSETS</b>	<b>22,888,264</b>	<b>28,437,901</b>
<b>TOTAL ASSETS</b>	<b>397,748,316</b>	<b>398,474,232</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Unamortized excess cost on advance refunding of debt, net	1,020,495	1,346,301
Asset retirement obligations	189,910	185,131
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,210,405</b>	<b>1,531,432</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 398,958,721</b>	<b>\$ 400,005,664</b>



**NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
STATEMENTS OF NET POSITION  
UNAUDITED**

	December	
	2021	2020
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 5,113,776	\$ 4,177,605
Operating reserves	16,931,692	16,094,702
Current portion of long-term debt	12,880,000	12,515,000
Accrued interest payable	1,085,394	126,282
<b>TOTAL CURRENT LIABILITIES</b>	<b>36,010,862</b>	<b>32,913,589</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	359,416	86,937
Asset retirement obligations	189,910	185,131
Long-term debt, net	293,655,000	306,535,000
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>294,204,326</b>	<b>306,807,068</b>
<b>TOTAL LIABILITIES</b>	<b>330,215,188</b>	<b>339,720,657</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	42,988,635	39,111,779
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	(9,636,950)	(5,908,501)
Restricted	11,661,575	12,066,918
Unrestricted	23,730,273	15,014,811
<b>TOTAL NET POSITION</b>	<b>25,754,898</b>	<b>21,173,228</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 398,958,721</b>	<b>\$ 400,005,664</b>

**NORTHERN CALIFORNIA POWER AGENCY  
LODI ENERGY CENTER  
STATEMENT OF REVENUES, EXPENSES  
& CHANGES IN NET POSITION  
UNAUDITED**

		<b>Six Months Ended December</b>	
		<b>2021</b>	<b>2020</b>
<b>SALES FOR RESALE</b>			
Participants	\$	19,383,298	\$ 22,331,057
Other		78,033,957	32,996,416
<b>TOTAL SALES FOR RESALE</b>		<b>97,417,255</b>	<b>55,327,473</b>
<b>OPERATING EXPENSES</b>			
Operations		64,870,530	20,869,616
Depreciation		7,075,023	7,069,110
Purchased power		2,540,945	966,401
Maintenance		2,212,193	1,940,709
Administrative and general		2,945,369	2,485,130
Transmission		469,925	535,634
Intercompany (sales) purchases		210,462	208,868
<b>TOTAL OPERATING EXPENSES</b>		<b>80,324,447</b>	<b>34,075,468</b>
<b>NET OPERATING REVENUES</b>		<b>17,092,808</b>	<b>21,252,005</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(6,713,657)	(6,900,284)
Interest income		121,129	6,760
Other		5,251,341	1,936,379
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(1,341,187)</b>	<b>(4,957,145)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>(6,917,222)</b>	<b>(689,665)</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>459,473</b>	<b>(91,904)</b>
<b>INCREASE IN NET POSITION</b>		<b>9,293,872</b>	<b>15,513,291</b>
<b>NET POSITION</b>			
Beginning of year		16,461,026	5,659,937
End of period	\$	25,754,898	\$ 21,173,228

**Lodi Energy Center  
FY 2022 Operating Costs  
As of December 31, 2021**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Variable Costs</b>					
Variable	\$ 3,601,753	\$ 2,476,562	\$ 1,125,191	31%	A
Fuel & LDC Costs	31,029,301	48,331,878	(17,302,577)	0%	B
GHG Allowance Costs	6,268,971	10,990,715	(4,721,744)	0%	B
CA ISO Charges	470,645	469,925	720	0%	C
CA ISO Energy Purchases	2,666,658	2,540,945	125,713	5%	C
<b>Total Variable Costs</b>	<b>44,037,328</b>	<b>64,810,025</b>	<b>(20,772,697)</b>	<b>0%</b>	
<b>Routine O&amp;M Costs</b>					
Fixed O&M	2,989,071	1,390,491	1,598,580	53%	
Administration	216,277	44,264	172,013	80%	D
Mandatory Costs	312,245	226,216	86,029	28%	E
Inventory Stock	-	2,182,235	(2,182,235)	0%	
Routine O&M Costs without Labor	3,517,593	3,843,206	(325,613)	0%	
Labor	6,040,384	2,774,144	3,266,240	54%	
<b>Total Routine O&amp;M Cost</b>	<b>9,557,977</b>	<b>6,617,350</b>	<b>2,940,627</b>	<b>31%</b>	
<b>Other Plant Costs</b>					
Debt Service	26,008,267	13,182,298	12,825,969	49%	
Insurance	1,576,482	788,241	788,241	50%	
Other Costs	128,171	25,758	102,413	80%	
Generation Services Shared	364,833	182,409	182,424	50%	
Administrative & General (Allocated)	2,133,321	1,066,524	1,066,797	50%	
Power Management Allocated Costs	1,503,669	751,834	751,835	50%	
<b>Total Other Plant Costs</b>	<b>31,714,743</b>	<b>15,997,064</b>	<b>15,717,679</b>	<b>50%</b>	
<b>Total O&amp;M Costs</b>	<b>85,310,048</b>	<b>87,424,439</b>	<b>(2,114,391)</b>	<b>0%</b>	
<b>Projects</b>					
Operations & Maintenance	1,375,308	183,650	1,191,658	87%	
Capital	1,756,500	-	1,756,500	100%	
Maintenance Reserve	1,875,102	937,551	937,551	50%	
<b>Total Projects</b>	<b>5,006,910</b>	<b>1,121,201</b>	<b>3,885,709</b>	<b>78%</b>	
<b>Annual Cost</b>	<b>90,316,958</b>	<b>88,545,640</b>	<b>1,771,318</b>	<b>2%</b>	
<b>Less: Third Party Revenue</b>					
Interest Income	385,845	129,907	255,938	66%	F
ISO Energy Sales	49,394,211	74,947,968	(25,553,757)	0%	F
Ancillary Services Sales	1,152,080	3,085,988	(1,933,908)	0%	F
GHG Allowance Credits	6,101,721	10,874,215	(4,772,494)	0%	
Other Income	-	1,500	(1,500)	0%	
	57,033,857	89,039,578	(32,005,721)	0%	
<b>Net Annual Cost to Participants</b>	<b>\$ 33,283,101</b>	<b>\$ (493,938)</b>	<b>\$ 33,777,039</b>	<b>101%</b>	

<b>Total Variable Costs</b>	44,037,328	64,810,025	(20,772,697)
<b>Total Fixed Costs</b>	46,279,630	23,735,615	22,544,015
	<b>\$ 90,316,958</b>	<b>\$ 88,545,640</b>	<b>\$ 1,771,318</b>

<b>Net Cumulative Generation (MWh)</b>	945,377	1,098,304
<b>Total O&amp;M Cost Per MWh</b>	\$ 90.24	\$ 79.60
<b>Net Annual Cost Per MWh</b>	\$ 35.21	\$ (0.45)

**Footnotes:**

**General** - The plant ran 23 of 31 days during the month.

**A** - Higher than budget variable costs for chemicals and filters as the plant is running more than anticipated.

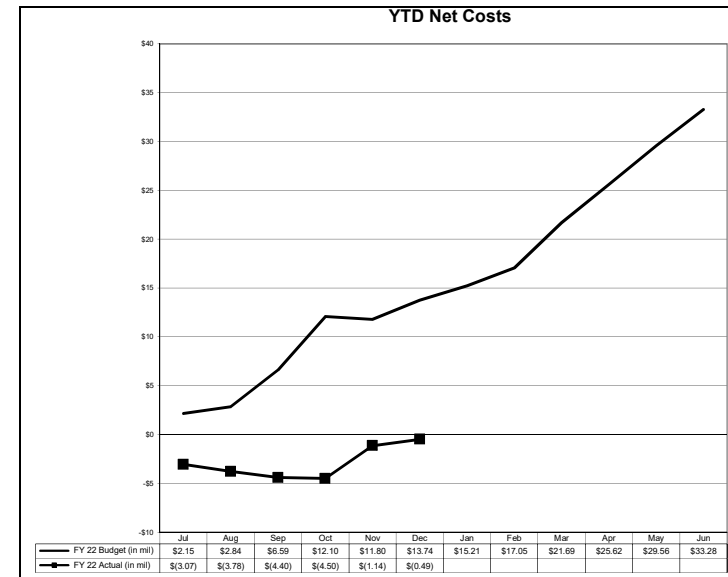
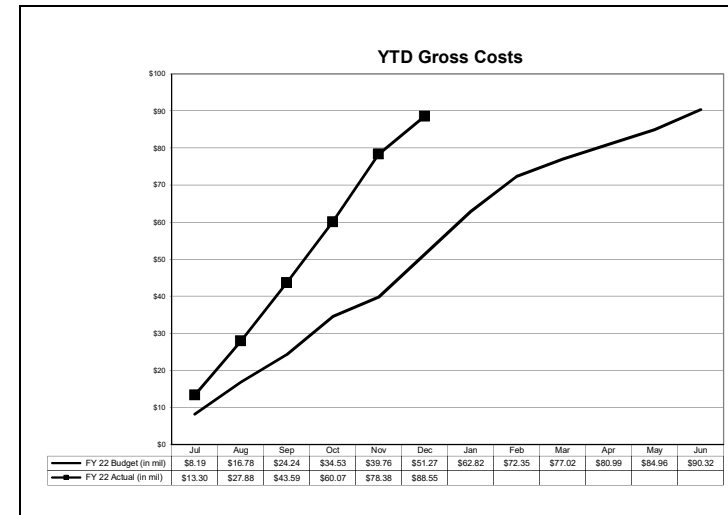
**B** - Higher than budget fuel and GHG costs due to higher generation and prices; actual YTD of 1,098,304 MWh vs budget of 609,277 MWh.

**C** - Higher CAISO costs due to higher generation.

**D** - Expenditure for annual permit fees. Costs are expected to levelize by year end.

**E** - Non-budgeted costs for inventory and supplies for future use and funded from maintenance reserve. Purchases made due to long lead time to get the parts.

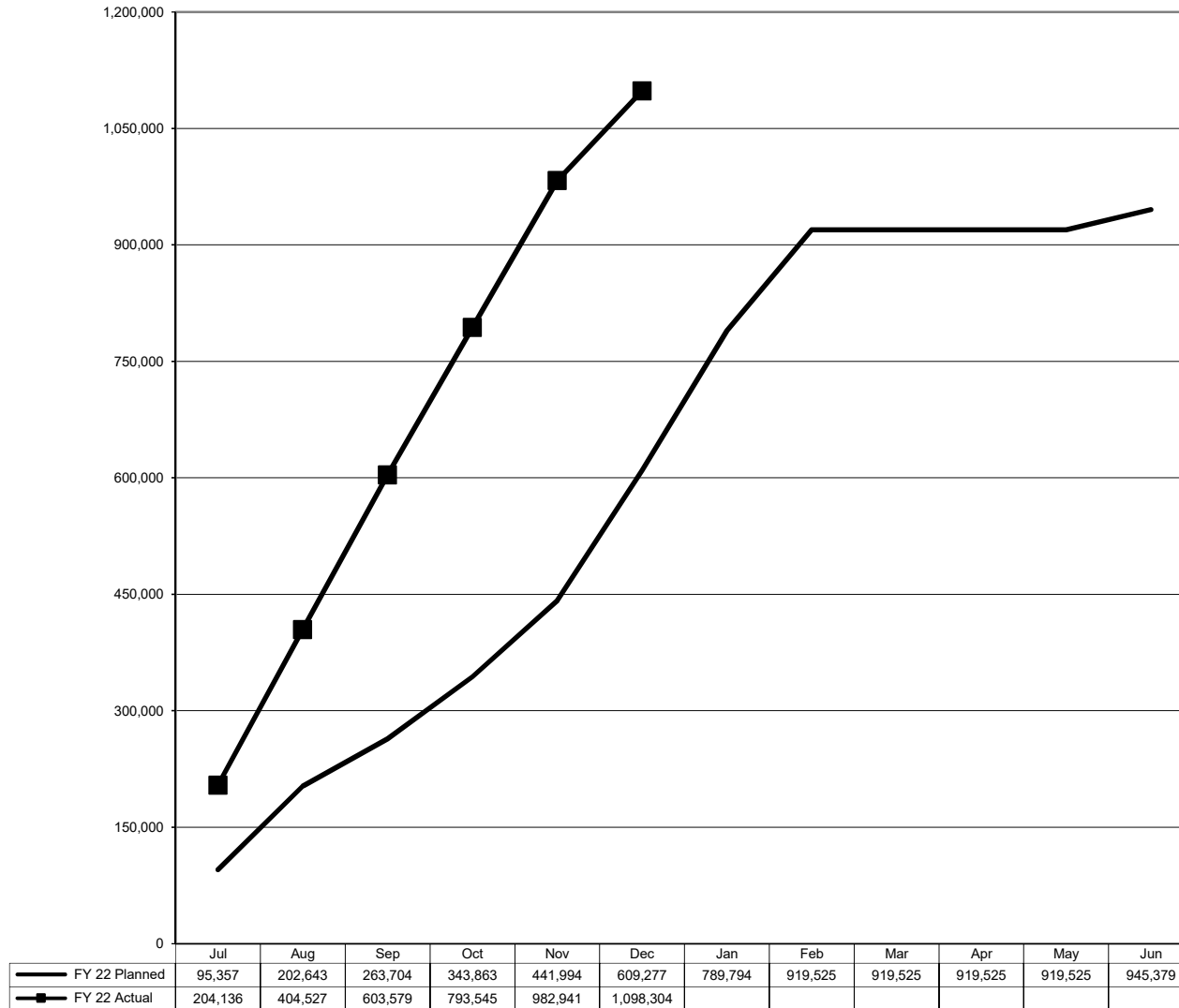
**F** - Higher than expected revenue due to higher generation.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2022

In MWh

## Lodi Energy Center





## **Lodi Energy Center Project Participant Committee**

### **LEC GHG Reports**

AGENDA ITEM NO.: 10

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**Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** GHG Reports (excerpted from monthly ARB)

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NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
February 2022														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	23,697	51,043	2,073	284,986	15,188	12,707	80,688	15,674	91,142	6,078	22,696	192,746	13,806	812,524
Current MT Compliance Instrument Account (MTA) Balance (MT)	23,697	22,861	2,571	292,883	15,657	13,027	81,106	16,164	120,928	6,351	14,909	192,746	14,299	817,199
MTA Shortfall (MT)	0	28,182	(498)	(7,897)	(469)	(320)	(418)	(490)	(29,786)	(273)	7,787	0	(493)	(4,675)
Monthly GHG Price \$/MT	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09	33.09
GHG Minimum Cash Compliance Obligation (\$)	0	932,542	0	0	0	0	0	0	0	0	257,672	0	0	1,190,214
Current Month CCA Balance (\$)*	66,202	0	155	0	1,197	5,188	841	0	0	0	64,819	0	2,879	141,281
Net GHG Obligation (\$)	0	932,542	0	0	0	0	0	0	0	0	192,853	0	0	1,125,395
Advance Funding for Allowances Auction Purchase (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total GHG Obligation and Advance Funding (\$)	0	932,542	0	0	0	0	0	0	0	0	192,853	0	0	1,125,395

	CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Estimated												CY 2022	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	211,528	156,736	0	0	4,694	164,339	0	0	0	0	0	0	537,297	11,021,129
Gas Schedule (MMBtu)	1,641,457	1,216,271	0	0	36,429	1,275,271	0	0	0	0	0	0	4,169,428	79,653,151
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	88,581	65,636	0	0	1,966	68,820	0	0	0	0	0	0	225,003	4,306,533
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	745,792	811,428	811,428	811,428	813,394	882,214	882,214	882,214	882,214	882,214	882,214	882,214	882,214	882,214
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	69,263
Auction Allowances	55,655	0	0	0	0	0	0	0	0	0	0	0	55,655	4,108,330
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	55,655	0	0	0	0	0	0	0	0	0	0	0	55,655	4,177,593
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	55,655	0	0	0	0	0	0	0	0	0	0	0	55,655	4,223,915
Cumulative MT Account Balance (MTA)	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740	805,740
MTA Shortfall (MT)	(59,948)	5,688	5,688	5,688	7,654	76,474	76,474	76,474	76,474	76,474	76,474	76,474	76,474	76,474
Current Month CCA Balance (\$)	0	141,282	0	0	0	0	0	0	0	0	0	0	0	141,282
Monthly GHG Price	32.94	33.09	36.52	33.40	33.56	36.89	33.87	34.02	37.27	34.33	34.49	37.64		



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 11

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**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Proclaiming a Local Emergency Persists in the City of Santa Clara and the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period of February 7, 2022, through March 9, 2022, Pursuant to the Brown Act

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### Proposal

Proclaim that a local emergency persists in the City of Santa Clara and the Modesto Irrigation District; re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the period of February 7, 2022, through March 9, 2022, pursuant to the Ralph M. Brown Act (Brown Act).

### Background

The Lodi Energy Center Project Participant Committee (LEC PPC) is committed to preserving public access and participation in meetings of its governing body. All meetings of the LEC PPC's governing body are open and public, as required by the Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the LEC PPC conduct its business. The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law. AB 361 extends the flexibilities provided to government bodies, such as LEC PPC, with respect to holding public meetings remotely. As urgency legislation, AB 361 became effective immediately. In order to meet under the Brown Act rules of AB 361, the LEC PPC must adopt an initial resolution at the first meeting that they will operate under AB 361 and then a subsequent resolution at least every 30 days thereafter.

In light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Brown Act and similar laws, as outlined in their "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," issued September 21, 2021.



The Modesto Irrigation District has proclaimed that a local emergency exists through the District, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of the COVID-19 Pandemic in Stanislaus County and the state.

On December 2, 2021, the LEC PPC adopted initial Resolution 2021-01 finding that the requisite conditions exist for the LEC PPC to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

As a condition of extending the use of the provisions found in section 54953(e), the LEC PPC governing body must reconsider the circumstances of the declared local emergency and state of emergency that exists.

A required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. On March 4, 2020, Governor Newsom proclaimed a State of Emergency due to COVID-19 pursuant to Government Code Section 8625 and this proclamation remains in effect as of today's date.

A proclamation is made when there is an actual incident, threat of disaster, or extreme peril posing imminent risk to the health and safety of persons within the state of California including the LEC PPC Project members' jurisdictions, caused by natural, technological, or human-caused disasters. It is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in person would present imminent risks to the health and safety of attendees.

Such conditions now persist within certain LEC PPC members' jurisdictions, as some members reside: (i) in counties with higher COVID-19 transmission rates, (ii) in counties with varying vaccination rates, (iii) in counties with additional safety requirements in place including masking of all parties indoors regardless of vaccination status and requirements to show proof of vaccination to access certain indoor locations, (iv) in locations where social distancing and masking is recommended by local health authorities for meeting indoors, and (v) in counties where local public health officers recommend that public bodies meet remotely, and thus, the LEC PPC members convening in central location to attend an in person meeting would present imminent risk to the health and safety of attendees. Further, meeting in person during the COVID-19 pandemic could present imminent risks to the health and safety of attendees due to the continued COVID-19 pandemic.

The LEC PPC now considers adoption of a subsequent resolution to continue to meet by teleconference and make the meetings available telephonically to any members of the public for the period from February 7, 2022, through March 9, 2022.

#### Fiscal Impact

There is no fiscal impact as a result of authorizing teleconference meetings of the LEC PPC for the period February 7, 2022, through March 9, 2022.

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:



JANE E. LUCKHARDT  
NCPA General Counsel

Attachments: 1

- Proposed Resolution 2022-03

**RESOLUTION NO. 2022-03**

**A RESOLUTION OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE  
PROCLAIMING A LOCAL EMERGENCY PERSISTS IN THE CITY OF SANTA CLARA AND IN  
THE MODESTO IRRIGATION DISTRICT, RE-RATIFYING THE PROCLAMATION OF A  
STATE OF EMERGENCY ISSUED BY GOVERNOR GAVIN NEWSOM, AND AUTHORIZING  
THE CONTINUATION OF REMOTE TELECONFERENCE MEETINGS OF THE LODI ENERGY  
CENTER PROJECT PARTICIPANT COMMITTEE FOR THE PERIOD FEBRUARY 7, 2022,  
THROUGH MARCH 9, 2022, PURSUANT TO THE BROWN ACT**

WHEREAS, the LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE (LEC PPC) is committed to preserving and nurturing public access and participation in meetings of its governing body; and

WHEREAS, all meetings of the LEC PPC's governing body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the LEC PPC conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency due to COVID-19 pursuant to Government Code Section 8625 and this proclamation remains in effect as of today's date; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril posing imminent risk to the health and safety of persons within the state of California including the LEC PPC Project members' jurisdictions, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, in light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Brown Act and similar laws, as outlined in their "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," issued on September 21, 2021; and

WHEREAS, the Modesto Irrigation District has proclaimed that a local emergency exists through the District, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of the COVID-19 Pandemic in Stanislaus County and the state; and

WHEREAS, the LEC PPC previously adopted Resolution Number 2021-01 on December 2, 2021, finding that the requisite conditions exist for the LEC PPC to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the LEC PPC governing body must reconsider the circumstances of the local state of emergency that exists, and the governing body has done so; and

WHEREAS, such conditions persist within certain LEC PPC members' jurisdictions, as some members reside: (i) in counties with higher COVID-19 transmission rates, (ii) in counties with varying vaccination rates, (iii) in counties with additional safety requirements in place including masking of all parties indoors regardless of vaccination status and requirements to show proof of vaccination to access certain indoor locations, (iv) in locations where social distancing and masking is recommended by local health authorities for meeting indoors, and (v) in counties where local public health officers recommend that public bodies meet remotely, and thus, the LEC PPC members convening in central location to attend an in person meeting could present imminent risk to the health and safety of attendees; and

WHEREAS, as a consequence of the declared emergency persisting, the LEC PPC does hereby find that the state of emergency as a result of the ongoing COVID-19 pandemic and conditions causing imminent risk to the health and safety of meeting attendees has caused, and will continue to cause, conditions of peril to the safety of persons that are likely to be beyond the control of services, personnel, equipment, and facilities of the LEC PPC, and desires to proclaim a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the governing body of the LEC PPC does hereby find that the LEC PPC shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the LEC PPC will continue to comply with all noticing and agenda requirements required by the Brown Act; provide the public with access to and participation in the meeting through a call-in or internet-based service; provide instructions in the posted notices or agenda for how to participate; ensure the public will be able to participate in the meeting in real time through call-in or internet-based service, ensure the public will be able to provide public comment during the meeting; and comply with the requirements of AB 361.

NOW, THEREFORE, THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The LEC PPC hereby proclaims that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District due to the ongoing COVID-19 pandemic, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees.
3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency signed on March 4, 2020 regarding COVID-19.
4. Remote Teleconference Meetings. The members and staff of the LEC PPC are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 9, 2022, or (ii) such time the LEC PPC adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the LEC PPC may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE  
this \_\_\_\_ day of February, 2022, by the following vote on roll call:

<b>Summary Vote</b>	
<b>Participant</b>	<b>Vote</b>
Azusa	
BART	
Biggs	
CDWR	
Gridley	
Healdsburg	
Lodi	
Lompoc	
Modesto	
Plumas-Sierra	
PWRPA	
Silicon Valley Power	
Ukiah	
<b>Vote Summary</b>	
Total Ayes	
Total Noes	
Total Abstain	
Total Absent	
Result:	

\_\_\_\_\_  
DEANE BURK, CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO.: 12

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**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement Schedule 6.00 – Contact List

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#### Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 to a requested update to the designated contact for the City of Ukiah.

#### Background

NCPA and the LEC Project Participants executed the LEC PMOA, which became effective on August 1, 2010. The PMOA contains multiple Schedules which provide procedures, protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules may be revised, deleted or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC). Certain Schedules also require approval by the NCPA Commission when such Schedules “...could be reasonably viewed as having an impact on other NCPA projects.” (PMOA, Article 10).

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update the designated Contact for the City of Ukiah to align with recent staffing changes. Schedule 6.00 does not require approval by the NCPA Commission.

#### Fiscal Impact

No significant costs will be incurred to implement the change to the PMOA Schedule 6.00 and funds are available in the Project Budget to support the work associated with this update.

#### 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.

#### Recommendation

NCPA staff recommends that the PPC approve the requested revisions to LEC PMOA Schedule 6.00.

Submitted by:

RANDY BOWERSOX  
Assistant General Manager Generation Services

Attachments: (1)  
PMOA Schedule 6.00 Contact List – Redline Changes

# Agreement Schedule 6.00

## Contact List

### Northern California Power Agency

Northern California Power Agency  
Attn: Michael DeBortoli, Lodi Energy Center Manager  
651 Commerce Drive  
Roseville, California, 95678  
Telephone: (209) 210-5000  
Facsimile: (209) 333-5215  
Email: [michael.debortoli@ncpa.com](mailto:michael.debortoli@ncpa.com)

With copies to:

Northern California Power Agency  
Attn: Randy Bowersox, Assistant General Manager – Generation Services  
651 Commerce Drive  
Roseville, California, 95678  
Telephone: (916) 781-4201  
Facsimile: (916) 783-7693  
Email: [randy.bowersox@ncpa.com](mailto:randy.bowersox@ncpa.com)

Northern California Power Agency  
Attn: Tony Zimmer, Assistant General Manager – Power Management  
651 Commerce Drive  
Roseville, California, 95678  
Telephone: (916) 781-4246  
Facsimile: (916) 783-4252  
Email: [tony.zimmer@ncpa.com](mailto:tony.zimmer@ncpa.com)

### City of Azusa

City of Azusa  
Azusa Light & Water Department  
Attn: Richard Torres, Interim Electric Utility Director  
729 N. Azusa Avenue  
P.O. Box 9500  
Azusa, California 91702-9500  
Telephone: (626) 812-5211  
Facsimile: (626) 334-3163  
Email: [mailto:gmmorrow@ci.azusa.ca.us](mailto:mailto:gmmorrow@ci.azusa.ca.us)rtorres@azusaca.gov

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District  
Attn: Connee Lloyd  
300 Lakeside Drive, 16<sup>th</sup> Floor  
Oakland, California 94612-3534  
Telephone: (510) 464-6435 or (510) 915-2509  
Facsimile: (510) 464-6118  
Email: [clloyd@bart.gov](mailto:clloyd@bart.gov)

[mailto:](mailto:clloyd@bart.gov)

Modesto Irrigation District

Modesto Irrigation District  
Attn: James McFall, Resource Planning and Development Manager  
P.O. Box 4060  
1231 Eleventh Street  
Modesto, California 95352  
Telephone: (209) 526-1521  
Facsimile: (209) 526-7575  
Email: [jamesm@mid.org](mailto:jamesm@mid.org)

California Department of Water Resources:

Department of Water Resources  
Attention: Ravi Sharma, Principal Engineer  
2135 Butano Drive, Suite 100  
Sacramento, California 95835  
Telephone: (916) 574- 1362  
Facsimile: (916) 574-0660  
Email: [Ravi.Sharma@water.ca.gov](mailto:Ravi.Sharma@water.ca.gov)

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC  
Attn: Bob Marshall, General Manager  
73233 Highway 70  
Portola, California 96122-7064  
Telephone: (530)832-4261  
Facsimile: (530)832-6070  
Email: [marshall@psln.com](mailto:marshall@psln.com)



### City of Biggs

City of Biggs  
Attn: Mark Sorensen, City Administrator  
465 "C" Street  
P.O. Box 307  
Biggs, California 95917-0307  
Telephone: (530) 868-5493  
Facsimile: (530) 868-5239  
Email: [biggs1@biggs-ca.gov](mailto:biggs1@biggs-ca.gov)

### City of Gridley

City of Gridley  
Attn: Catalina Sanchez, Council Member  
685 Kentucky Street  
Gridley, California 95948-2117  
Telephone: (530) 846-3631  
Facsimile: (530) 846-3229  
Email: <mailto:csanchez@gridley.ca.us>

### City of Healdsburg

City of Healdsburg  
Attn: Terry Crowley, Electric Utility Director  
401 Grove Street  
Healdsburg, California 95448  
Telephone: (707) 431-3340  
Facsimile: (707) 431-2710  
Email: [tcrowley@ci.healdsburg.ca.us](mailto:tcrowley@ci.healdsburg.ca.us)

### City of Lodi

City of Lodi  
Attn: Melissa Price, Interim Utility Director  
1331 S. Ham Lane  
Lodi, California 95242  
Telephone: (209) 333-6811 or (209) 639-1543  
Facsimile: (209) 333-6839  
Email: [mprice@lodi.gov](mailto:mprice@lodi.gov)

### City of Lompoc

City of Lompoc  
Attn: Charles Berry  
100 Civic Center Plaza  
P.O. Box 8001  
Lompoc, California 93438-8001  
Telephone: (805) 875-8299 (switchboard)  
Facsimile: (805) 875-8399  
Email: [c\\_berry@ci.lompoc.ca.us](mailto:c_berry@ci.lompoc.ca.us)

### Silicon Valley Power

Silicon Valley Power  
Attn: Steve Hance, Senior Electric Division Manager  
1500 Warburton Avenue  
Santa Clara, California 95050  
Telephone: (408) 615-6691  
Facsimile: (408) 249-0217  
Email: [shance@svpower.com](mailto:shance@svpower.com)

### City of Ukiah

City of Ukiah  
Attn: Cindy Sauers, Utility Director  
300 Seminary Avenue  
Ukiah, California 95482  
Telephone: (707) 463-6286 or (707) 972-7695  
Facsimile: (707) 463-6740  
Email: [csauers@cityofukiah.com](mailto:csauers@cityofukiah.com)

### Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority  
Attn: Bruce McLaughlin  
Cameron – Daniel, PC950 Reserve Drive, Suite 160  
Roseville, CA 95678  
Telephone: (916) 531-5566 (direct)  
Email: [bcm@cameron-daniel.com](mailto:bcm@cameron-daniel.com)



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 13

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**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** EN Engineering, LLC – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

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### Proposal

Approve the Multi-Task Professional Services Agreement with EN Engineering, LLC for NERC/WECC testing, transmission & distribution consulting and excitation system upgrades, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA.

### Background

NERC/WECC testing, transmission & distribution consulting and excitation system upgrades are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA currently has an agreement in place with Kestrel Power Engineering, LLC which is expiring. EN Engineering, LLC, acquired Kestrel in 2021 and NCPA desires to continue the relationship with EN Engineering. While EN Engineering is a new vendor for NCPA, the players are well known and Kestrel has been the successful low bidder on many projects at all NCPA facilities for NERC/WECC testing in the past. NCPA has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with BBA USA, Inc., Utility System Efficiencies, Inc., and Kinectrics, Inc.

### Selection Process

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

### Fiscal Impact

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

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:

RANDY BOWERSOX  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with EN Engineering, LLC



## **MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EN ENGINEERING, LLC**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and EN Engineering, LLC, a corporation with its office located at 28100 Torch Parkway, Suite 400, Warrenville, IL 60555 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2022 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Consultant shall provide Services directly to Agency.
- 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 responds in writing within the seven-day period specified accepting the terms of the Purchase Order, 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](mailto:AcctsPayable@ncpa.com)

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

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

**2.4**     **Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

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

**Section 3.     FACILITIES AND EQUIPMENT.** Except as set forth herein, 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 \$500,000. 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 \$500,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 All Policies Requirements.**

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

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

**4.4.3 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 Not applicable.**

**4.4.5 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of



subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, 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 Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such negligence, recklessness or willful misconduct, 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. In accordance with California Civil Code §2782.8, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of its Liabilities.
- 5.3 Limitation of Liability.** Neither Agency nor Consultant shall be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, whether based in contract, warranty or other legal theory. The total and aggregate liability of consultant for any and all liabilities, losses, claims, damages, judgements and awards shall be limited to the greater of the applicable insurance limits required to be maintained by Consultant under this agreement or \$5,000,000.

## **Section 6. STATUS OF CONSULTANT.**

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement

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

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

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

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

## **Section 8.     TERMINATION AND MODIFICATION.**

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

**8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or

**8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

## **Section 9.     KEEPING AND STATUS OF RECORDS.**

**9.1     Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Such documents or materials prepared by Consultant shall become the property of Agency upon payment for the Services as required under this Agreement. This notwithstanding, Consultant shall maintain its ownership rights in its independently developed and pre-existing intellectual property rights ("Consultant IP"). If and to the extent any such Consultant IP is incorporated within any documents or materials delivered to Agency under this Agreement, Consultant grants Agency an irrevocable, worldwide, royalty free license to use, maintain and repair such Consultant IP to the extent necessary to gain the full advantage and benefits of the Services provided by Consultant. Any IP developed through this Agreement shall be jointly owned by Agency and Consultant. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Consultant shall not be responsible or liable for any unintended reuse or revisions or modifications made to the documents or materials prepared by and delivered to Consultant under this Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such

remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

**10.7 Contract Administrator.** This Agreement shall be administered by Randy Bowersox, 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:

Mike Fogarty, Vice President  
EN Engineering, LLC  
28100 Torch Parkway, Suite 400  
Warrenville, IL 60555

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.

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

NORTHERN CALIFORNIA POWER AGENCY

EN ENGINEERING, LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**MICHAEL FOGARTY, Vice President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

EN Engineering, LLC ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, including:

- Excitation System Upgrade Services;
- Transmission and distribution (T&D) consulting; and
- NERC / WECC Compliance Testing and Reporting.

## **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. Pricing for services to be performed at NCPA will be quoted at the time services are requested. Worked to be performed on quoted fixed price basis.

Consultant may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

\_\_\_\_\_  
(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**

AGENDA ITEM NO.:14

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**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Electric Power Systems International, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

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### Proposal

Approve the Multi-Task General Services Agreement with Electric Power Systems International, Inc. for specialized electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Specialized electrical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with Hart High Voltage Apparatus Repair & Testing Co., Inc. has expired. Electric Power Systems International, Inc. bought out Hart High Voltage. NCPA has utilized Hart High Voltage in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Maintenance Consultants, Inc. and Gannett Fleming, Inc.

### Selection Process

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

### Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years. 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:

RANDY BOWERSOX  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Electric Power Systems International, Inc.



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
ELECTRIC POWER SYSTEMS INTERNATIONAL, 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 Electric Power Systems International, Inc., a corporation with its office located at 1612 Poole Blvd., Yuba City, CA 95993 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2022 ("Effective Date") in Roseville, California.

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** THREE MILLION dollars (\$3,000,000.00) 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](mailto:AcctsPayable@ncpa.com)

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

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

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



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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

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

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

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

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

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

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

## **Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

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

## **Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

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

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

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

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

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



## **Section 10. PROJECT SITE.**

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

## **Section 11. WARRANTY.**

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

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

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

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

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

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

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

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

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

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

**13.7 Contract Administrator.** This Agreement shall be administered by Randy Bowersox, 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:

Electric Power Systems International, Inc.  
Attention: Jim Wolfgram  
1612 Poole Blvd.  
Yuba City, CA 95993

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

ELECTRIC POWER SYSTEMS  
INTERNATIONAL, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**LYLE ROHLF,**  
Director, Risk Management

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF WORK

Electric Power Systems International, Inc. ("Contractor") shall provide specialized electrical services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

Services to include but not be limited to the following:

Core testing performed as follows:

- Microprocessor, solid state and electro-mechanical protective relays (setting, programming etc.)
- Current transformers
- Potential transformers
- Current circuit verification
- Potential circuit verification
- Control circuit verification
- Open air disconnect switch
- Circuit breaker
- Transformer
- Generator
- Grounding

Typical substation tests performed as follows:

- Protective relays: Perform automated and manual testing using 3Ø voltage and 3Ø current test sets, verify logic.
- Current transformers: Ratio, saturation, power factor, insulation resistance.
- Potential transformers: Ratio, power factor, insulation resistance.
- Current circuit: Burden, circuit verification per drawings.
- Potential circuit: Burden, circuit verification per drawings.
- Control circuit: Circuit verification per drawings.
- Open air disconnect: Contact resistance, insulation resistance, operational.
- Circuit breaker: Contact resistance, insulation resistance, time travel, power factor, insulation resistance, operational.
- Transformer: Power factor, excitation, turns ratio, wdg resistance, insulation resistance, dielectric, sweep frequency response, operational.
- Generator: Insulation resistance, wdg resistance, power factor.
- Grounding: Resistance to remote earth, point-to-point.

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:

#### 2022 Rate Schedule

Electric Power Services International, Inc. offers complete testing and maintenance service for high and low voltage power distribution systems and equipment, and we are on call 24 hours a day.

Billing Rates	Straight Time*	Overtime**	Double-time***
Field Technicians	\$190.00/Hour	\$285.00/Hour	\$380.00/Hour

\* Straight time rates apply to all work or travel during a normal eight hour workday, Monday–Friday, excluding Holidays.

\*\* Overtime rates apply to all work or travel time other than that qualifying as straight time.

\*\*\* Double-time rates apply to all nationally recognized holidays, Sundays, and after 12 hours.

<u>Minimum Billing</u>	<u>0 - 4/hrs Billed @ 4.0hrs + Exp</u>
	<u>4 - 8/hrs Billed @ 8.0hrs + Exp</u>

#### Equipment Charges (Partial List)

Doble Power Factor Test Set M-4000	\$500.00/Day
AVO MPRT	\$120.00/Day
Multi-Amp PS 9160 High Current Test Set	\$100.00/Day
Multi-Amp CB 845 High Current Test Set	\$ 50.00/Day
Multi-Amp CTER 91 Current Transformer Test Set	\$ 60.00/Day
Multi-Amp Pulsar Relay Test Set	\$ 80.00/Day
Multi-Amp SR 90 Relay Test Set	\$ 60.00/Day
Vanguard Transformer Ohmmeter	\$ 50.00/Day
Vanguard Time Travel Analyzer	\$ 50.00/Day
Biddle 5 KV Motorized Meggar	\$ 50.00/Day
Biddle DLRO Ductor	\$ 25.00/Day
Biddle TTR Test Set	\$ 25.00/Day
Hipotronics 80 KV HiPot	\$ 50.00/Day
Biddle DET 2/2 Earth Tester	\$ 50.00/Day

#### Expenses

Living Expenses	\$300.00/Per Diem/Per Man
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Miscellaneous expenses such as equipment rental, parking, telephone, bridge tolls, automobile rentals, and expendable materials will be billed at cost plus 30% plus applicable tax and freight charges.

#### Mileage

Under 1 Ton	\$ 1.46/Mile Portal – To – Portal
1 Ton and Over	\$ 1.66/Mile Portal – To – Portal

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

Electric Power Systems International, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.:15

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**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Ernie & Sons Scaffolding dba Unique Scaffold – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects:  
All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

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### Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold for scaffolding services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$2,000,000 to \$4,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Scaffolding services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold effective October 9, 2018, for an amount not to exceed \$2,000,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Ernie & Sons Scaffolding dba Unique Scaffold was recently awarded the LEC spring outage scaffolding support bid totaling \$714,168. Currently there are not enough funds available on the agreement in order to issue a PO for this amount. NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$2,000,000 to \$4,000,000. NCPA has agreements in place for similar services with American Industrial Scaffolding, Bayside Insulation & Construction, Elevator, LLC and Petrochem Insulation.

### Selection Process

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

Fiscal Impact

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

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:

Randy Bowersox  
Assistant General Manager  
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold
- First Amendment to Multi-Task General Services Agreement with Ernie & Sons Scaffolding dba Unique Scaffold



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND ERNIE & SONS SCAFFOLDING DBA  
UNIQUE SCAFFOLD**

This First Amendment (“Amendment”) to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Ernie & Sons Scaffolding dba Unique Scaffold (“Contractor”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2022.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective October 9, 2018, (the “Agreement”) for Contract to provide scaffolding services; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$2,000,000 to a ‘NOT TO EXCEED amount of \$4,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FOUR MILLION dollars (\$4,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

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Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

Date: \_\_\_\_\_

ERNIE & SONS SCAFFOLDING DBA  
UNIQUE SCAFFOLD

\_\_\_\_\_  
**JOHN SOTO, Vice President / Co-Owner**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 16

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**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Projectile Tube Cleaning, 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, Southern California Public Power Authority (SCPPA), and SCPPA Members

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### Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Projectile Tube Cleaning, Inc. for specialized high pressure cleaning of industrial equipment, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$1,000,000, for continued 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

Specialized high pressure cleaning services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Projectile Tube Cleaning, Inc. effective March 17, 2021 for an amount not to exceed \$225,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Projectile Tube Cleaning was recently awarded the Geothermal Plant 2, Unit 4 Main Condenser & NCG Heat Exchanger Cleaning Project totaling \$97,803. In order to avoid using up the entire agreement funds available, NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$225,000 to \$1,000,000. NCPA has agreements in place for similar services with Northern Industrial Construction and Ancon Marine dba Ancon.

### Selection Process

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



Fiscal Impact

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

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:

RANDY BOWERSOX  
Assistant General Manager  
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with Projectile Tube Cleaning, Inc.
- First Amendment to Multi-Task General Services Agreement with Projectile Tube Cleaning, Inc.



## FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PROJECTILE TUBE CLEANING, INC.

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Projectile Tube Cleaning, Inc. (“Contractor”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2022.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective March 17, 2021, (the “Agreement”) for Projectile Tube Cleaning, Inc. to provide specialized high pressure cleaning of industrial equipment services at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (“SCPPA”) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$225,000 to a NOT TO EXCEED amount of \$1,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** 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.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

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Date:\_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

Date:\_\_\_\_\_

PROJECTILE TUBE CLEANING, INC.

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**EVAN LYLE, Vice President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



## Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 17

**Meeting Date:** February 7, 2022

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Revision to PMOA Schedule 1.00, Exhibit 5

### Proposal

Adopt revision of PMOA Exhibit 5 of Schedule 1.00 for annual 2022 CAISO Grid Management Charge (GMC) rates related to the Market Services Charge and System Operations Charge.

### Background

The CAISO recovers its cost through unbundled grid management charges (GMC) composed of three volumetric charges and five associated fees and charges assessed to market participants. Each unbundled service has a corresponding service rate. With respect to the LEC Project, two of the CAISO's volumetric grid management rates, the Market Services Charge and System Operations Charge categories, are used as inputs into the Economic Operations bid calculation defined in Agreement Schedule 1.00 to the LEC PMOA (Project Management and Operations Agreement).

The CAISO completed its 2022 budget stakeholder process based on a relatively flat revenue requirement of \$182.6 million compared to its 2021 budget, which results in minor changes to the CAISO Market Services Charge and System Operations Charge rates.

The 2022 GMC rates applicable to the bid calculation for the LEC Project are indicated in the table below. These rates became effective on January 1, 2022.

Charge Code	CAISO GMC Charge Code Name	2021 Rate	2022 Rate	Difference	Unit of Measure
4560	GMC - Market Services Charge	\$0.1485	\$0.1484	(\$0.0001)	Awarded Schedules (MWh)
4561	GMC - System Operations Charge	\$0.2043	\$0.2004	(\$0.0039)	Metered Energy (MWh)
		\$0.3528	\$0.3488	(\$0.0040)	

The market services charge is assessed to the LEC Project based on awarded CAISO energy and ancillary service schedules while the system operations charge is based on metered generation quantities. NCPA includes these GMC rates into the Economic Operations bid calculation indicated in Agreement Schedule 1.00 under the defined term 'CAISO GMC' in order to internalize these costs in the awarded energy bid amount.

Fiscal Impact

There is no fiscal impact on an overall basis to Participants as these costs will be included in the Economic Operations bid calculation in order to achieve economic awards.

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:

ROBERT W. CARACRISTI  
Manager,  
Information Services and Power Settlements

Attachments: (1)

- PMOA Agreement Exhibit 5 of Schedule 1.00

## EXHIBIT 5

### CAISO Charges

The CAISO Charges component used to determine Economic Operations is calculated as shown in the table below:

<b>Market Charge Code</b>	<b>CAISO Charge Code Name</b>	<b>Rate</b>	<b>Unit of Measure</b>
4560	GMC - Market Services Charge	\$ .1484	per MWh
4561	GMC - System Operation Charge	\$ .2004	per MWh
Total GMC Amount		<u><u>\$ .3488</u></u>	per MWh