



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Subject: February 10, 2025 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA, and/or Posted Teleconference Locations

Time: 10:00 AM PST

*** In compliance with the Brown Act, you may participate in person at the meeting location or via teleconference at one of the locations listed below. In either case, please: (1) post this notice at a publicly accessible location at the participation location at least 72-hours before the meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 2150 Webster Street, 1 st Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 C Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 1002 Cooper Ave Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 1425 River Park Dr. Suite 300. Sacramento, CA 95815	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 411 W. Clay St. Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702	CITY OF LODI 1331 S. Ham Lane Lodi, CA 95242	

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or www.ncpa.com

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item considered by the Lodi Energy Center Project Participant Committee at this meeting, before or during the Committee's consideration of that item, shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item within the jurisdiction of the Lodi Energy Center Project Participant Committee and not listed on the Agenda may do so at this time.

3. Meeting Minutes – Approval of January 6, 2025 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for January 2025.

5. Market Data Report for January 2025.

6. Monthly Asset Report for December 2024.

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 2024 – Accept by all Participants

9. Financial Report for December 2024 – 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. PMOA Schedule 6.00 Updates** – Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement for requested changes to the City of Gridley and the City of Healdsburg.
- 12. RFI Enterprises, Inc. dba RFI Communications & Security Systems First Amendment to the Multi-Task General Services Agreement Accepting Assignment to Pavion Corp** – Staff is seeking approval of a First Amendment to the five-year MTGSA with RFI Enterprises, Inc. dba RFI Communications & Security Systems for integrated security services, accepting the company name change to Pavion Corp. The not-to-exceed amount of \$500,000 will remain unchanged. For use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- 13. Evoqua Water Technologies, LLC Second Amendment to MTGSA** – Staff is seeking a recommendation for approval of a Second Amendment to the five-year Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services, amending Section 2.5 Timing of Submittal of Final Invoice from 30 days to 60 days, with no change to the original not to exceed amount of \$1,000,000 or the original contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 14. T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting for various roofing, coating, and siding maintenance related services, 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, NCPA Members, SCPPA, and SCPPA Members.
- 15. American Equipment Systems, LLC dba Allied Crane First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services with American Equipment Systems, LLC dba Allied Crane for crane inspections and maintenance services, increasing the not to exceed amount from \$225,000 to \$750,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 16. KenMar Instrumentation Services, LLC First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services with KenMar Instrumentation Services, LLC for predictive maintenance testing service and vibration monitoring system support related services, increasing the not to exceed amount from \$225,000 to \$750,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 17. American Safety Services, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services with American Safety Services Inc. for rescue response related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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.

- 18. Thermal Engineering International (USA), Inc. MTGSA-EMS** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Thermal Engineering International (USA), Inc. for condenser related support services and materials, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 19. NCPA Casualty Insurance Renewals** – Staff is seeking a recommendation for approval of the Agency's excess liability, worker's compensation, and automobile insurance programs for March 2025 to March 2026.
- 20. PMOA Schedule 1.00 Exhibit 5 Updates** – Staff is seeking a recommendation for approval of revisions to PMOA Exhibit 5 of Schedule 1.00 for revised 2025 CAISO Grid Management Charge (GMC) rates related to the Market Services Charge and System Operations Charge.

Consent Items pulled for discussion: _____

INFORMATIONAL/ DISCUSSION ITEMS

- 21. Lodi Energy Center Hydrogen Upgrade Project** – Staff will provide an update regarding the potential hydrogen upgrade project at the Lodi Energy Center.
- 22. LEC FY2026 Budget Presentation** – Staff to present the first draft of the FY2026 LEC budget for Committee review.
- 23. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: March 10, 2025 at 10:00 AM PST.

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.

LEC PPC Meeting Minutes

Date: Monday, January 6, 2025

Time: 10:00 am Pacific Standard Time

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

Chairman Cori Bradley called to order the Project Participant Committee meeting at 10:02 am. She asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Present	6.6000%
Biggs - Wagner	Present	0.2679%
CDWR - Luu	Present	33.5000%
Gridley - Arteaga	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chaing	Present	9.5000%
Lompoc - Cross	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 - Sauers	Present	1.7857%
Summary		
Present	11	97.5715%
Absent	2	2.4285%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	January 6, 2025	

Public Forum

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

3. Meeting Minutes

The draft minutes from December 9, 2024, regular meeting and the minutes from December 17, 2024, special meeting were considered. There were no objections or requested corrections. The LEC PPC considered the following motion:

Date: 1/6/2025

Motion: The PPC approves the minutes from the December 9, 2024 Regular Meeting and the December 17, 2024 Special Meeting.

Moved by: SVP
Seconded by: Lompoc

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	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	Yes	1.7857%
Vote Summary		
Total Ayes	11	97.5715%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	2	2.4285%
Result: Motion Passed		

MONTHLY REPORTS

4. Operational Report

Ryan Johnson presented the Operational Report for November. There were no OSHA recordable incidents. There was one non-recordable incident that only required self-administered first aid. There were no NERC/WECC or permit violations. There was one outage in the month of December due to an oxygen analyzer failure. The annual maintenance outage is scheduled for April 2025.

The operational report reflected monthly production of 116,633 MWH, 470 service hours, and equivalent operating availability of 97.9%. The report set for the Capacity Factor @ 302MW Pmax of 51.9%. There were three cold starts, ten warm starts, and zero hot starts during the month.

5. Market Data Report

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 28 out of 31 available days. There were thirteen starts during the month. There were 3 days when LEC was uneconomic.

NCPA will open a discussion with CAISO regarding LEC's exceptional dispatch and requesting CAISO to provide adequate time and instructions for plant start-up.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for November 2024, showing that net costs are below budget. Rafael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

Mojtaba Khanabadi presented the December 2024 Bidding Strategies report. Mojtaba reviewed bidding strategies and calculated net start-up costs. Mojtaba also reviewed Day Ahead and Real Time net revenues over the month with the Committee.

Consent Calendar (Items # 8 – # 20)

The consent calendar was considered. Chairman Bradley asked if any Participant wished to have any item removed for separate discussion. Chairman Bradley 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: 1/6/2025

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for November 2024; **9.** Financial Report for November 2024; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Jacobs Engineering Group, Inc. 5-year MTPSA for consulting and engineering services related to project support for plant operations, not to exceed \$2,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **12.** Process Measurement Group dba Toledo Industrial Coatings 5-year MTGSA for specialized industrial protecting coatings related services, not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **13.** Integrity Inspections 5-year MTGSA for specialty mechanical and inspection services, not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **14.** Custom Valve Solutions, Inc. dba Custom Valve Solutions 5-year MTGSA for specialty machining and motor maintenance related services, not to exceed \$1,500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **15.** Matheson Tri-Gas, Inc. 5-year MTEMS for purchase of CEMS EPA gasses, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA; **16.** American Industrial Scaffolding, Inc. 5-year MTGSA for scaffolding and insulation services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **17.** Community Tree Services, LLC 5-year MTGSA for vegetation management services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **18.** Airgas USA, LLC 5-year MTEMS for purchase of CEMS EPA gasses, not to exceed \$1,500,000, for use at all facilities owned and/or operated by NCPA; **19.** Stephens Mechanical Corporation 5-year MTGSA for miscellaneous mechanical maintenance services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **20.** Osmose Utilities Services, Inc. 5-year MTPSA for Contact Voltage Surveys, not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA, Members/SCPPA.

Moved by: SVP
Seconded by: Lodi

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	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	Yes	1.7857%
Vote Summary		
Total Ayes	11	97.5715%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	2	2.4285%
Result:	Motion Passed	

INFORMATIONAL ITEMS

21. Lodi Energy Center Hydrogen Upgrade Project

Mike DeBortoli discussed the updates on the Hydrogen Project including the finalization of Rule 45V.

1. Manufacturers of hydrogen made by using electrolyzers and renewable energy to split water into its atomic components, must still offset their energy use with carbon-free energy attribute certificates on an hourly basis.
 - Current hydro facilities would be the primary source for this offset.
2. The electricity used must be generated within the same region the hydrogen is made.
 - California is designated as a region.
3. The Inflation Reduction Act by statute limits the 45V credit to facilities that produce no more than 4 kilograms of CO₂ per kilogram of hydrogen.
 - It is believed that this project would be well within the limits of this requirement to obtain credits.

Mike DeBortoli also mentioned that we are still waiting on CAISO to clarify storage vs. load regarding the electrolyzers and for guidance on required renewable portfolio standards.

NCPA's Generation Services Department is planning to hold a 1-day in-person Hydrogen Workshop for LEC Project Participants and select NCPA staff to discuss the proposed topics listed below.

- Worldwide view on hydrogen
- Project Overview / Benefits
- Market Strategy / Value
- Advocacy Effort
- Project Technology
- Project Alternatives
- Grant Administration / Financing
- Project Organization (Overview of Phases)
- LEC PPC Participation (request feedback from Participants, does this meet goals, project modifications needed)
- Decision Making: timing/needs

The workshop date and time will be scheduled around the end of February or beginning of March. Invites will be sent out soon.

22. Additional Operational Updates

Rafael Santana provided details on the forced outage due to issues with the CEMS O₂ Analyzer. Siemens found no issues during their investigation. NCPA staff noticed the calibration had shifted and found an air leak in the flow line. The air district reviewed our notification and issued a breakdown relief which avoids being cited for a Notice of Violation.

Rafael also provided details on the status of Gas Compressor B repairs and equipment checks on Gas Compressor A.

Rafael provided updates on the status regarding the FX Upgrade. He provided the estimated timeline for completing our CEQA and finalizing our CEC agreement.

ADJOURNMENT

Next Regular Meeting: February 10, 2025 at 10:00 am Pacific Standard Time

The meeting was adjourned at 11:24 am.

Submitted by: Julie Kenkel

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 02/10/2025

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable/Reportable: 0 incidents
- Non-Recordable/Reportable: 0 incidents

Notice of Violations

- Permits: 0 Violations Issued.
 - 1/31/25: Fine issued for SJVAPCD NOV 5031011, filed November 20, 2022, for NOx exceedance during a cold ambient conditions event.
- NERC/WECC: 0 Violations Issued.

Outage Summaries:

- 01/30 @ 01:00 - 01:30; Trip on startup, OMS 17335913
- 01/31 @ 00:00 - 00:30; Trip on startup, OMS 17342194

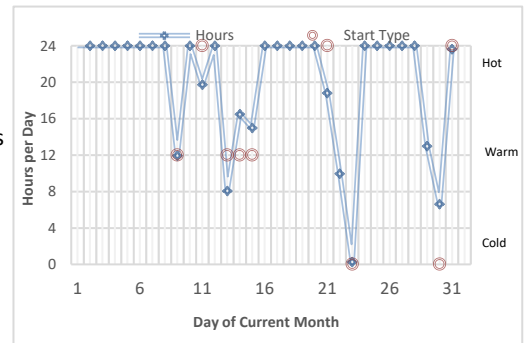
Planned Outage Summaries:

- April 1-30, 2025; Annual maintenance outage.

LEC Generating Unit Statistics:
Date:

1/1/2025

1. Monthly Production 157,090 MWh
2. Productivity Factor
 - a. Service Hours 623 Hours
 - b. Service Factor 83.8 %
 - c. Capacity Factor @ 302MW Pmax 69.9 %
3. Equivalent Operating Availability (EOA) 99.9 %
4. Forced Outages
 - a. Forced Outage Rate (FOR) 0.2 %
 - b. Forced Outage Factor (FOF) 0.1 %



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	6,850	0.01%	13,973	\$22
Seg. 2 284 - 296	6870	6,857	-0.19%	67,131	-\$3,507
Seg. 3 275 - 284	6971	6,888	-1.19%	5,893	-\$1,948
Seg. 4 250 - 275	7081	6,897	-2.60%	16,439	-\$12,084
Seg. 5 225 - 250	7130	6,972	-2.21%	24,607	-\$15,539
Seg. 6 200 - 225	7200	7,119	-1.13%	17,062	-\$5,543
Seg. 7 175 - 225	7450	7,368	-1.11%	8,027	-\$2,648
Seg. 8 165 - 175	7760	7,714	-0.60%	500	-\$92
	7,164	6,939	-3.14%	153,633	-\$41,339

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	0	\$0
Seg. 3 275 - 284	0	0	0	\$3
Seg. 4 250 - 275	0	0	0	\$0
Seg. 5 225 - 250	0	0	0	\$3
Seg. 6 200 - 225	0	0	0	\$0
Seg. 7 175 - 225	0	0	0	\$0
Seg. 8 165 - 175	0	0	0	\$0
	0	0	0	\$5

7. Starting Reliability

Start Type	Total Starts	Start Failures	Hot Starts	Warm Starts	Cold Starts
Number of Starts	11	2	3	4	2
Start Time Benchmark (Minutes)	20				
Start Time Actual (Average Minute)	14				
Start Time Deviation (%)	-28%				
Start Fuel Benchmark (mmBTU)	250				
Start Fuel Actual (Average mmBTU)	131				
Fuel Deviation (%)	-48%				
Costs of Fuel Deviations (\$)	-\$1,431				

Definitions:

1. Monthly Production = Plant Net MWh's
2. Capacity Factor
 - a. Service Hours (SH) = In-Production or In-Service State, i.e. "Plant On"
 - b. Service Factor = $SH / HIM \times 100\%$; (HIM = hours in month, aka possible hours)
 - c. Capacity Factor = $Production / 302MW \times HIM$
3. Equivalent Operating Availability (EOA) = $(HIM - FOH - POH) / HIM \times 100\%$; (FOH = Forced Outage Hours, POH = Planned Outage Hours)
4. Forced Outage, From NERC GADS Training, Appendix F: Performance Indexes and Equations
 - a. Forced Outage Rate (FOR) = $FOH / (FOH + SH) \times 100\%$
 - b. Forced Outage Factor (FOF) = $FOH/HIM \times 100\%$
5. Heat Rate Deviation (HRD)
 - a. Fuel Cost = Standard Cost of Fuel in \$/mmBTU
 - b. Average Heat Rate (HR) = Average heat rate for the given Segment; weighted total average at bottom
 - c. Heat Rate Deviation = $(Heat Rate Average - Heat Rate Expected) / Heat Rate Expected \times 100\%$
 - d. Production = Sum of production for the given Segment
 - e. Costs of Heat Rate Deviations = $(Average Heat Rate - Expected Heat Rate) \times Production \times Cost of Fuel$
6. AGC Deviation-
 - a. MWh's = AGC Set Point Generation - LEC Actual Generation
 - b. Cost of Deviations = Fuel Cost x Heat Rate x Generation
7. Starting Reliability
 - a. Number of Starts = Start Count for Hot, Warm, and Cold
 - i. Hot = Time between plant shutdown and startup < 6 hours
 - ii. Warm = Time between plant shutdown and startup 6 - 20 hours
 - iii. Cold = Time between plant shutdown and startup > 20 hours
 - b. Start Time = Average Time from 0 Fuel Flow to Pmin (Pmin = 100 MW)
 - c. Start Fuel = Average Fuel Consumption to Pmin
 - d. Cost of Fuel Deviation = $(Actual Fuel Consumed - Expected Fuel) \times Cost of Fuel$



LEC PPC Meeting

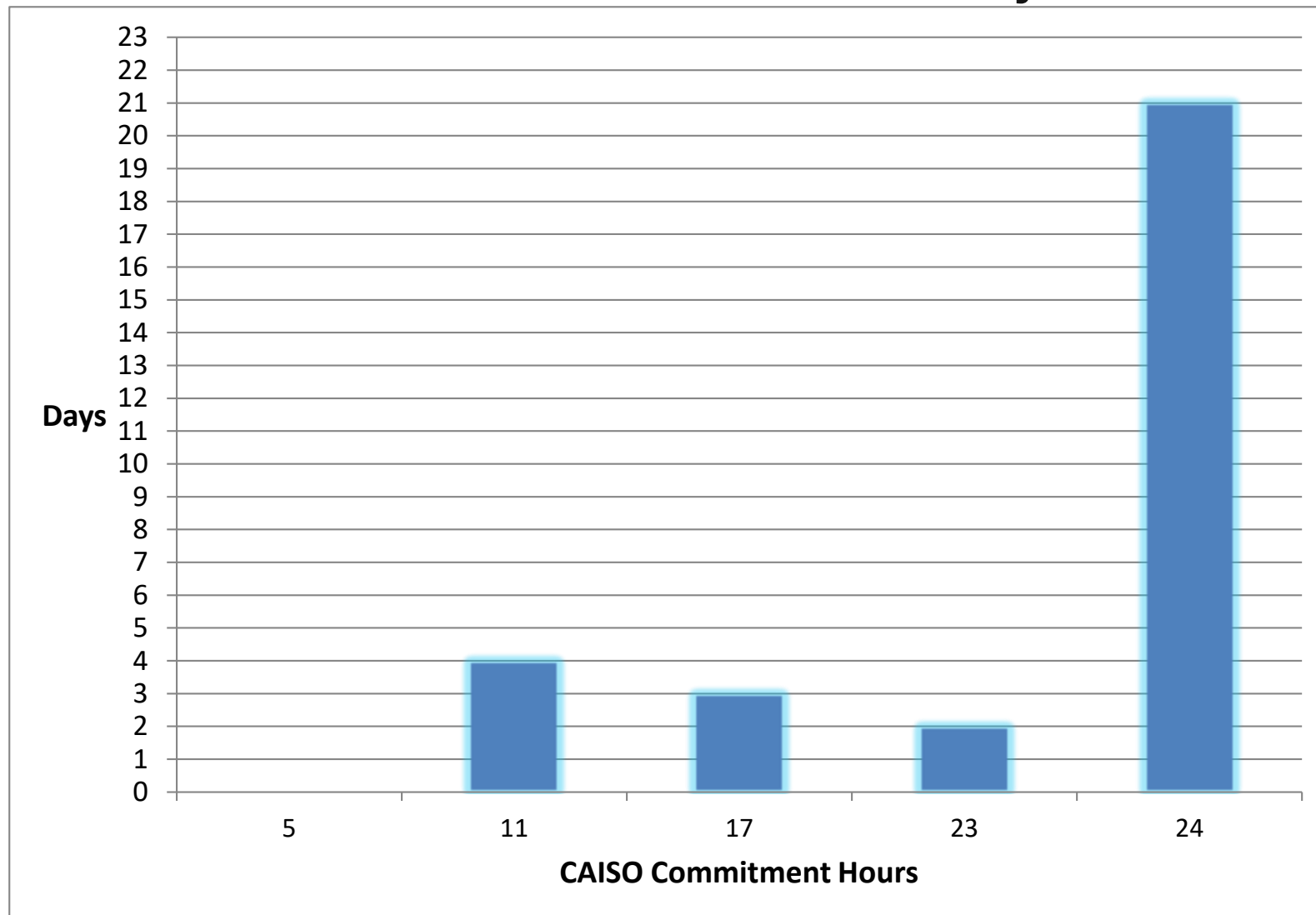
February 10, 2025

January 2025 Market Financial Results

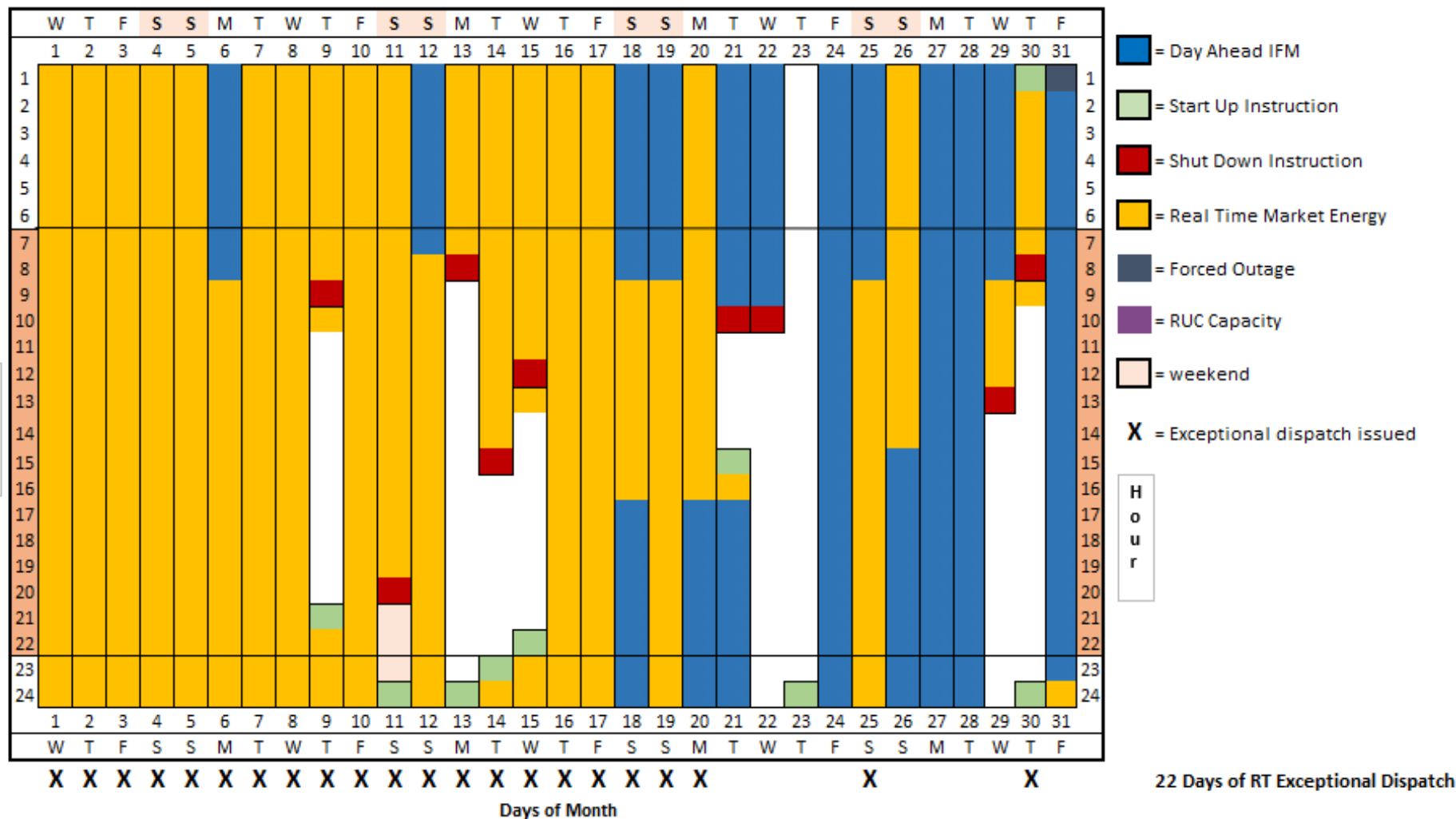
LEC Operational Results for January 2025

- Resource Adequacy Availability Metrics:
 - 100.00% - Monthly Assessment Generic Performance
 - 99.80% - Monthly Assessment Flexible Performance Vs
 - 96.50% Availability Standard
- Estimated RAAIM Monthly Incentive Payment:
 - \$17.5K for Generic RA based on claimed 88.72 MW
 - \$7K for Flexible RA based on claimed 51.09 MW
- LEC was committed by CAISO for market energy or local reliability 30 days of 31 available days
 - LEC was not committed for 1 day during January due to uneconomic conditions and LEC not required to operate for local reliability;
 - There were 11 starts during the month, and
 - 21 days of continuous 24-hour operations

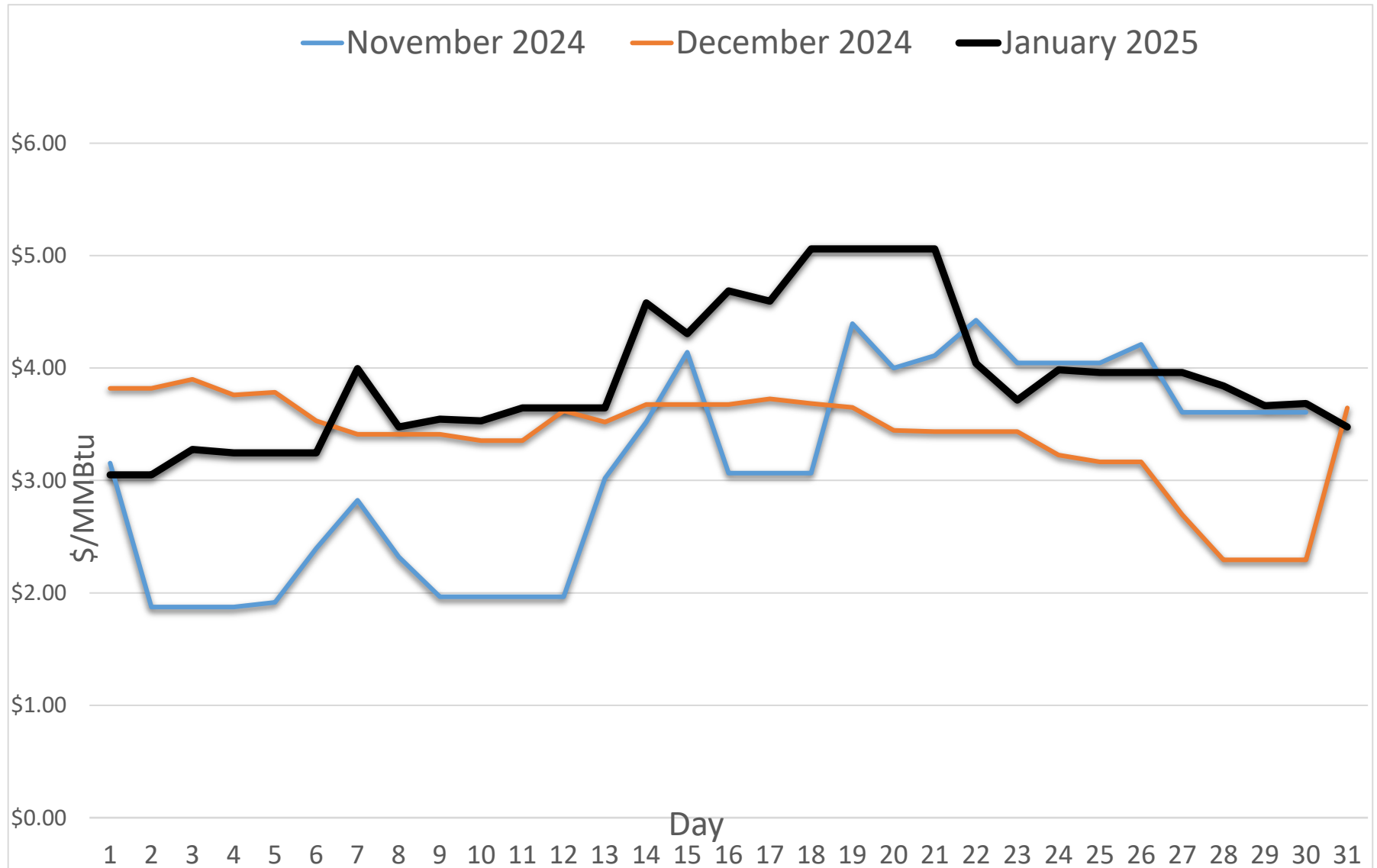
Frequency Tabulation of Daily CAISO commitment hours for January 2025



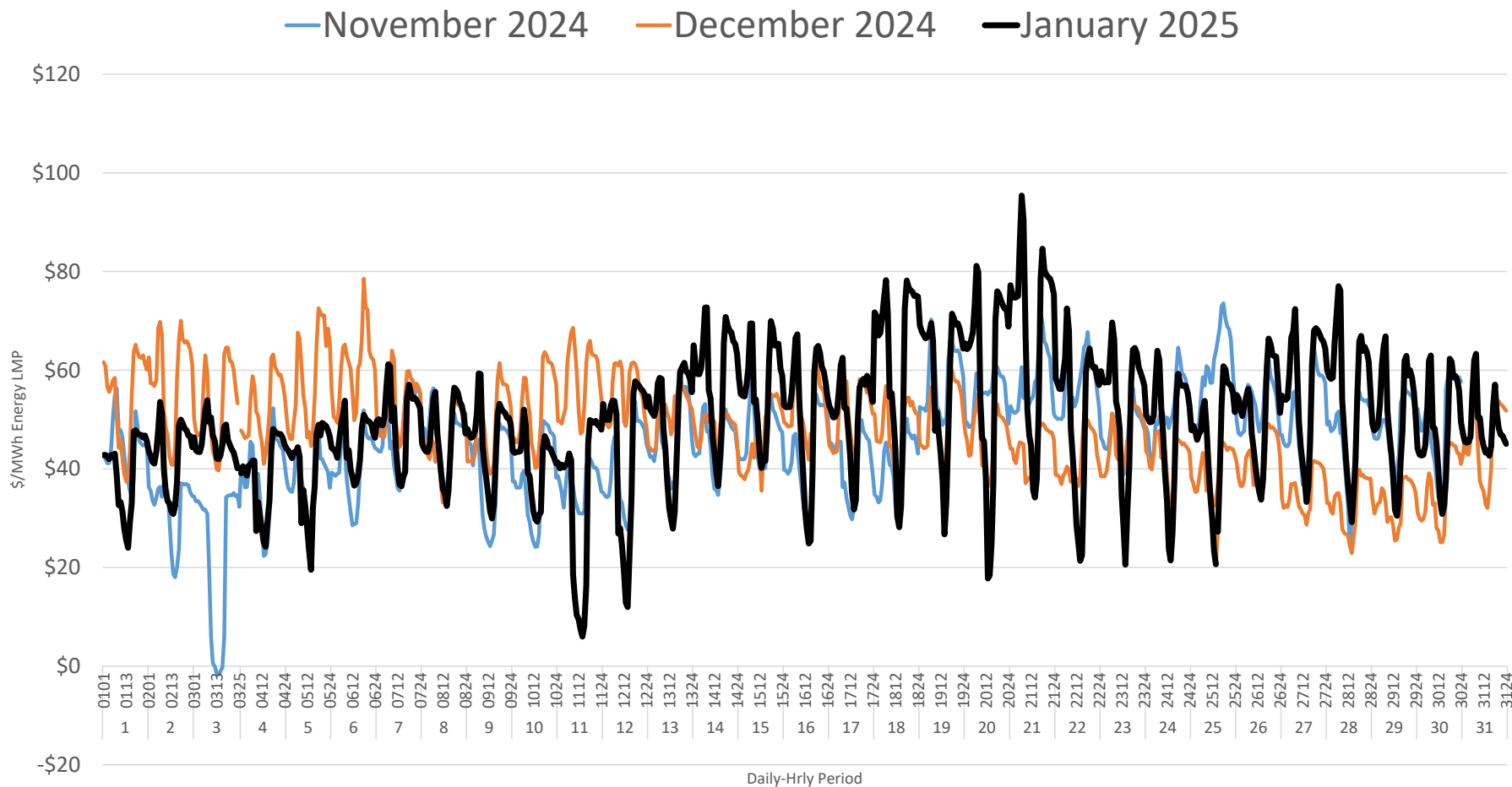
Daily CAISO Commitment Periods for January 2025



Daily PG&E City Gate Gas Index Values by Month

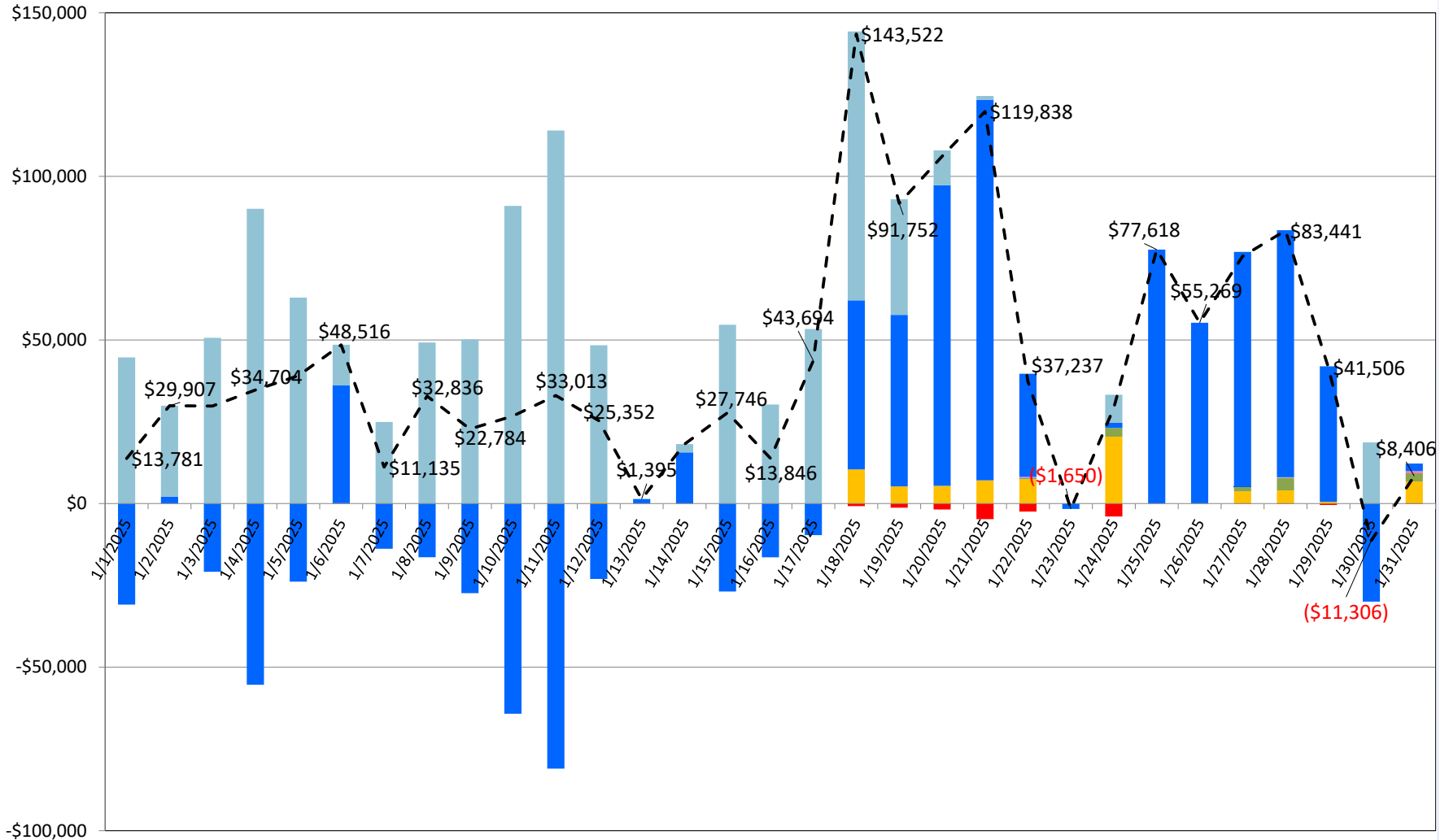


DA Energy LMP values by Month



January 2025 LEC Daily Margin Profile by Product

- Reg Down Capacity Pmt
- Reg Up Capacity Pmt
- Reg Down Energy Purchase
- Reg Up Energy Sale
- Spinning Reserve
- Rescinded Reg Down Capacity
- IFM/Real Time
- Rescinded Reg Up Capacity
- Bid Cost Recovery Revenue
- Net Margin



January 2025 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	8,276,100	
Regulation Up Capacity	\$	11,100	
Regulation Down Capacity	\$	71,300	
Spinning Reserve	\$	-	
Bid Cost Recovery	\$	963,400	
Total Gross LEC Revenue			\$ 9,321,900
LEC CAISO GMC Costs	\$	(64,200)	
CAISO Energy & Capacity Buyback Costs	\$	(212,000)	
Total Monthly LEC Fuel Cost	\$	(5,370,600)	
Total Monthly GHG Obligation	\$	(2,029,800)	
Variable Operations & Maintenance Cost	\$	(331,200)	
Total Gross Costs			\$ (8,007,800)
Cumulative Monthly Margin			\$ 1,314,100
21 Days of Accrued LT Maintenance Costs	\$	(318,795)	
Net Cumulative Monthly Margin			\$ 995,305
Average Net Margin \$/MWh	\$		6.34

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

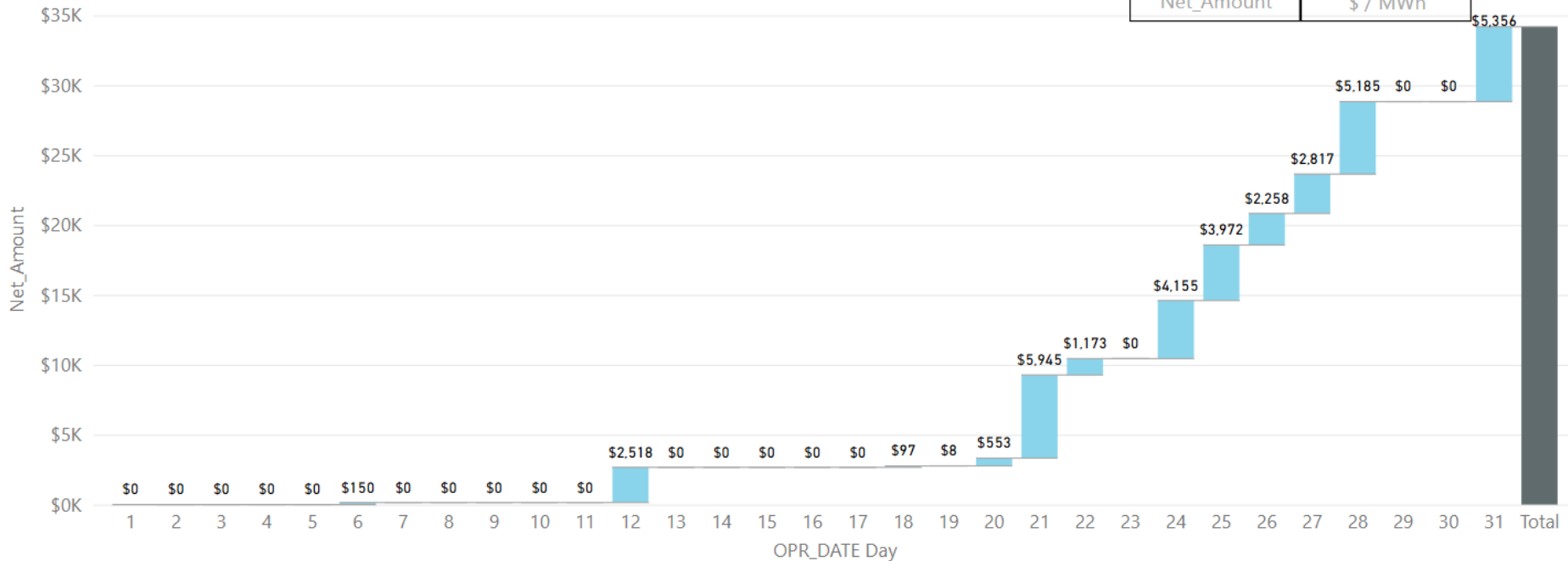
January 2025 Cost of Congestion Component

\$34,186

Net_Amount

\$0.22

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

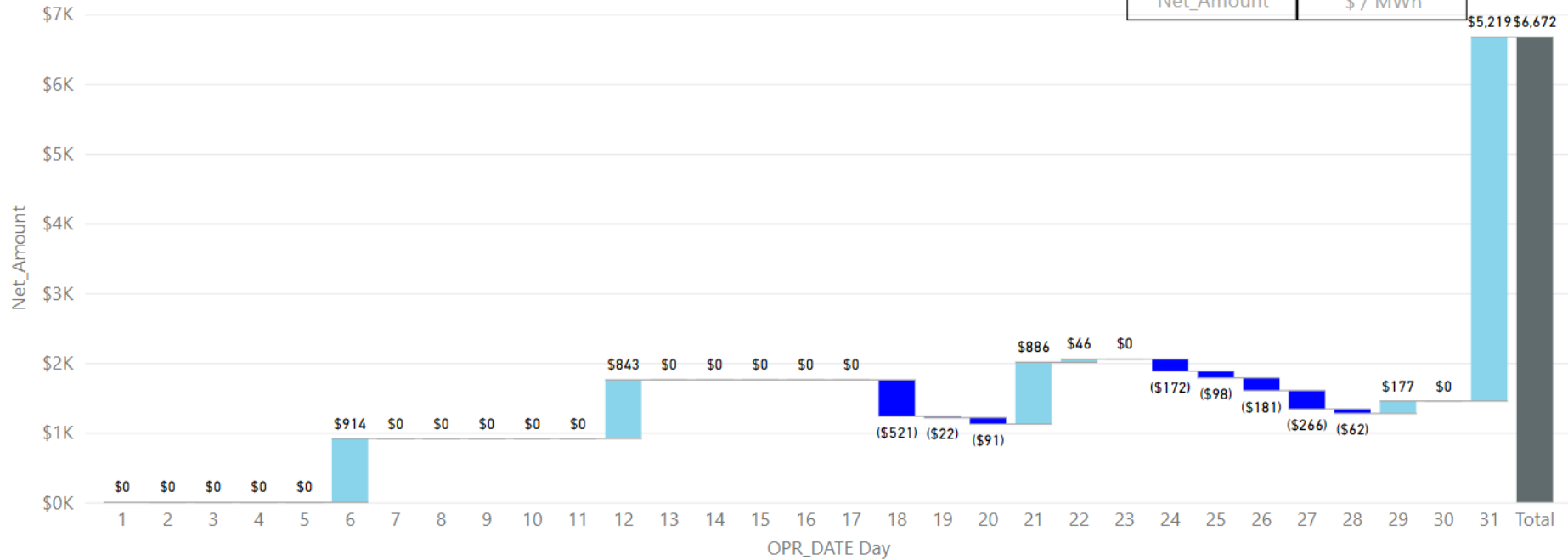
January 2025 Cost of Loss Component

\$6,672

Net_Amount

\$0.04

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 01/30/2025

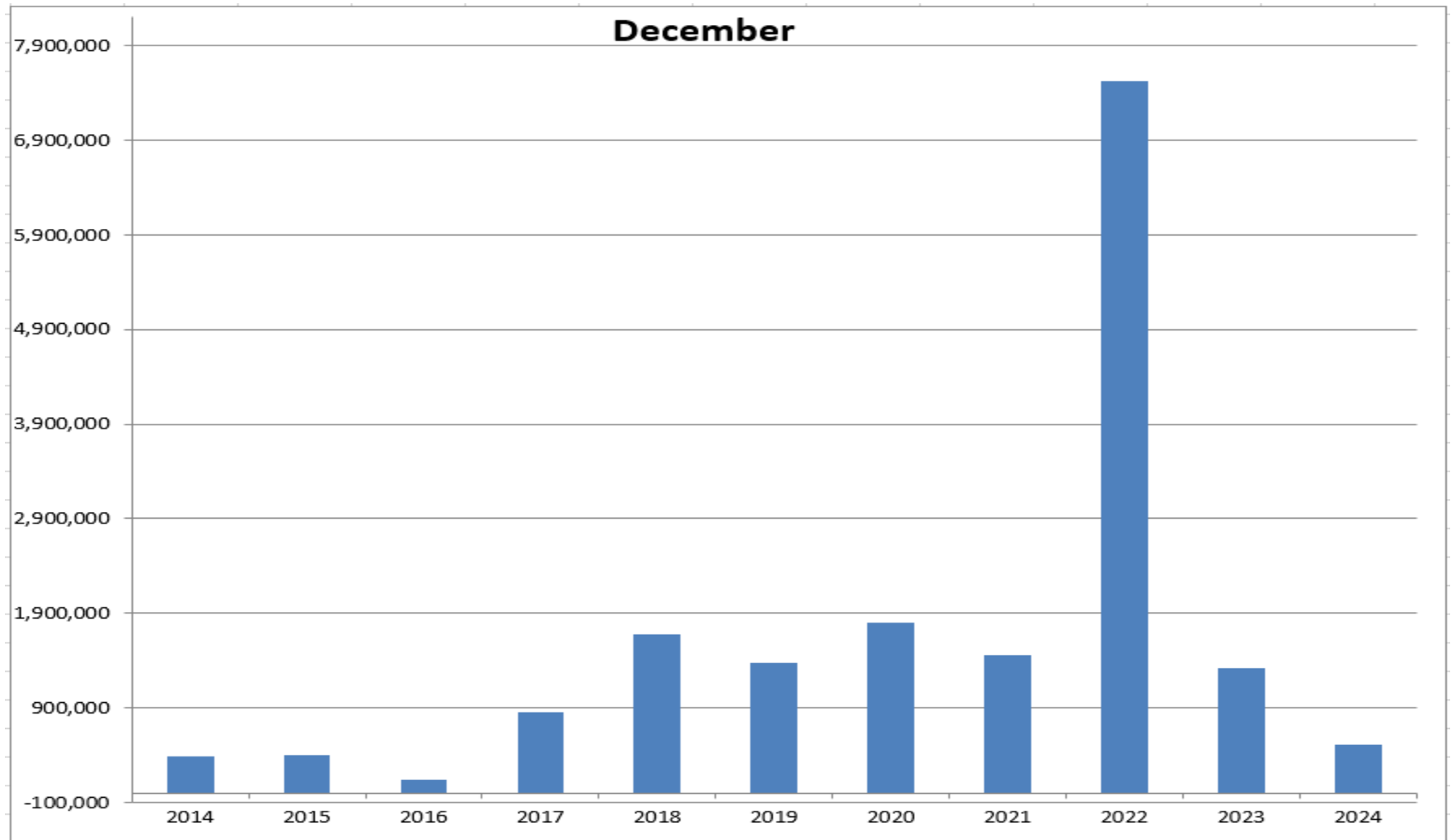
	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2025 Budget	Percent Used	Comments
VOM	5,218,814	2,529,221	1,803,660	6,193,107	5,255,290	5,991,248	17,490,768	8,784,959	6,280,707	1,421,290	283,578	5,341,500	66,594,142	104,889,106	63.5%	
Capacity Factor	47%	25%	16%	50%	46%	52%	72%	52%	37%	0%	2%	26%	35%	35%	100.0%	CF lower by 24% due to CAISO Exceptional Dispatch
Fuel Consumed (mmBTU, estimated)	758,951	396,532	246,972	807,613	716,693	843,391	1,160,293	806,333	639,346	0	38,334	458,913	6,873,372	8,288,573	82.9%	
Avg Fuel Cost (\$/mmBTU)	3.81	3.86	3.55	5.03	4.09	4.51	0.00	0.00	0.00	0.00	0.00	0.00	2.34	9.34	25.1%	
Power Produced (MWHr, estimated)	104,830	55,214	34,282	110,571	100,241	116,639	160,844	109,705	83,751	0	3,995	57,321	937,393	1,127,248	83.2%	Power Produced was lower by 21% due to CAISO Exceptional Dispatch/soft market
Avg Power Price (\$/MWHr)	70.63	62.56	68.08	67.40	54.52	58.99	0.00	0.00	0.00	0.00	0.00	0.00	35.19	100.57	35.0%	Avg power pricing lower by 51% due to soft market demand
Operations / Variable / LTSA	155,856	174,273	211,288	129,814	650,021	141,762	1,249,107	119,307	97,976	1,421,290	26,418	560,603	4,937,714	5,616,489	87.9%	
Fuel (estimated)	2,893,970	1,530,807	877,171	4,059,244	2,928,977	3,807,262	13,170,000	6,596,698	4,569,781	0	164,657	3,615,383	44,213,949	77,589,905	57.0%	
AB32 GHG Offset (estimated)	1,477,277	730,347	464,713	1,625,837	1,432,680	1,605,877	2,592,922	1,801,924	1,428,755	0	85,665	1,025,540	14,271,537	18,130,062	78.7%	
CA ISO Charges (estimated)	691,711	93,794	250,488	378,212	243,612	436,347	478,739	267,031	184,195	0	6,838	139,975	3,170,942	3,552,650	89.3%	
Routine O&M (Fixed)	1,265,968	1,258,618	1,491,010	1,239,067	1,232,335	1,402,098	1,178,367	1,229,865	1,230,866	1,298,321	1,434,171	1,211,358	15,472,044	15,221,959	101.6%	
Maintenance / Fixed	301,092	326,538	555,554	325,020	303,499	438,310	288,978	288,978	288,978	408,934	288,978	288,978	4,103,837	3,587,692	114.4%	A & B Gas Compressor issues
Administration	2,201	8,971	3,936	7,598	21,040	15,509	15,695	15,695	15,695	15,695	15,695	15,700	153,430	188,345	81.5%	
Mandatory Costs	170,786	48,533	10,041	8,159	5,431	15,701	32,189	32,189	32,189	32,189	32,189	32,190	451,786	386,269	117.0%	
Inventory Stock	0	70,753	115,567	72,520	2,271	8,130	0	51,500	52,500	0	0	33,000	406,241	450,000	0.0%	
Labor	464,848	474,063	492,010	511,290	586,192	609,317	511,609	511,609	511,609	511,609	767,413	511,609	6,463,178	6,650,919	97.2%	3 pay periods
Insurance	154,128	154,128	154,128	154,128	154,128	154,128	154,127	154,127	154,127	154,127	154,127	154,127	1,849,530	1,849,532	100.0%	
Power Management & Settlements	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	1,912,956	1,912,958	100.0%	
Other Costs	13,500	16,219	361	939	361	1,590	16,356	16,354	16,355	16,354	16,356	16,341	131,086	196,244	66.8%	
Projects	488,408	233,133	320,767	274,111	236,844	375,742	416,782	636,940	284,057	1,757,504	964,276	5,047,000	11,035,564	10,857,834	101.6%	
Maintenance Reserve	230,783	230,783	230,783	230,783	230,783	230,783	230,782	230,782	230,782	230,782	230,782	230,788	2,769,396	2,769,390	100.0%	
Operations & Maintenance Projects	257,625	2,350	89,984	43,328	6,061	131,303	0	47,602	53,275	1,201,722	42,050	49,546	1,924,846	1,746,778	110.2%	CT Inlet Platform Engineering
Capital Projects	0	0	0	0	0	13,656	186,000	358,556	0	325,000	691,444	4,766,666	6,341,322	6,341,666	100.0%	
A&G	258,568	264,976	264,976	264,976	264,976	264,976	264,871	264,871	264,871	264,871	264,871	264,872	3,172,675	3,178,462	99.8%	
Administrative & General (Allocated)	216,457	222,865	222,865	222,865	222,865	222,865	222,866	222,866	222,866	222,866	222,866	222,866	2,667,978	2,674,401	99.8%	
Generation Services Shared	42,111	42,111	42,111	42,111	42,111	42,111	42,005	42,005	42,005	42,005	42,005	42,006	504,697	504,061	100.1%	
Total O&M Cost	7,231,758	4,285,948	3,880,413	7,971,261	6,989,445	8,034,064	19,350,788	10,916,635	8,060,501	4,741,986	2,946,896	11,864,730	96,274,425	134,147,361	71.8%	
Debt Service	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	0	0	0	0	0	0	13,008,936	26,017,868	50.0%	
Revenues	7,467,852	3,544,816	2,429,142	7,556,457	5,519,630	6,975,329	19,549,541	11,178,355	8,437,844	0	7,030	2,523,508	75,189,503	115,666,635	65.0%	
ISO Energy Sales (estimated)	7,403,911	3,454,165	2,334,033	7,452,511	5,464,804	6,880,100	19,140,077	10,990,204	8,280,116	0	0	2,423,424	73,823,345	113,367,408	65.1%	ISO Energy sales down by 63% due to soft market
Other Income	63,941	90,651	95,109	103,946	54,826	95,229	409,463	188,152	157,727	0	7,030	100,084	1,366,159	2,299,227		
Net	(\$1,932,062)	(\$2,909,288)	(\$3,619,427)	(\$2,582,960)	(\$3,637,971)	(\$3,226,891)	\$198,753	\$261,720	\$377,342	(\$4,741,986)	(\$2,939,866)	(\$9,341,222)	(\$34,093,858)	(\$44,498,594)	Below budget by 23.38%	



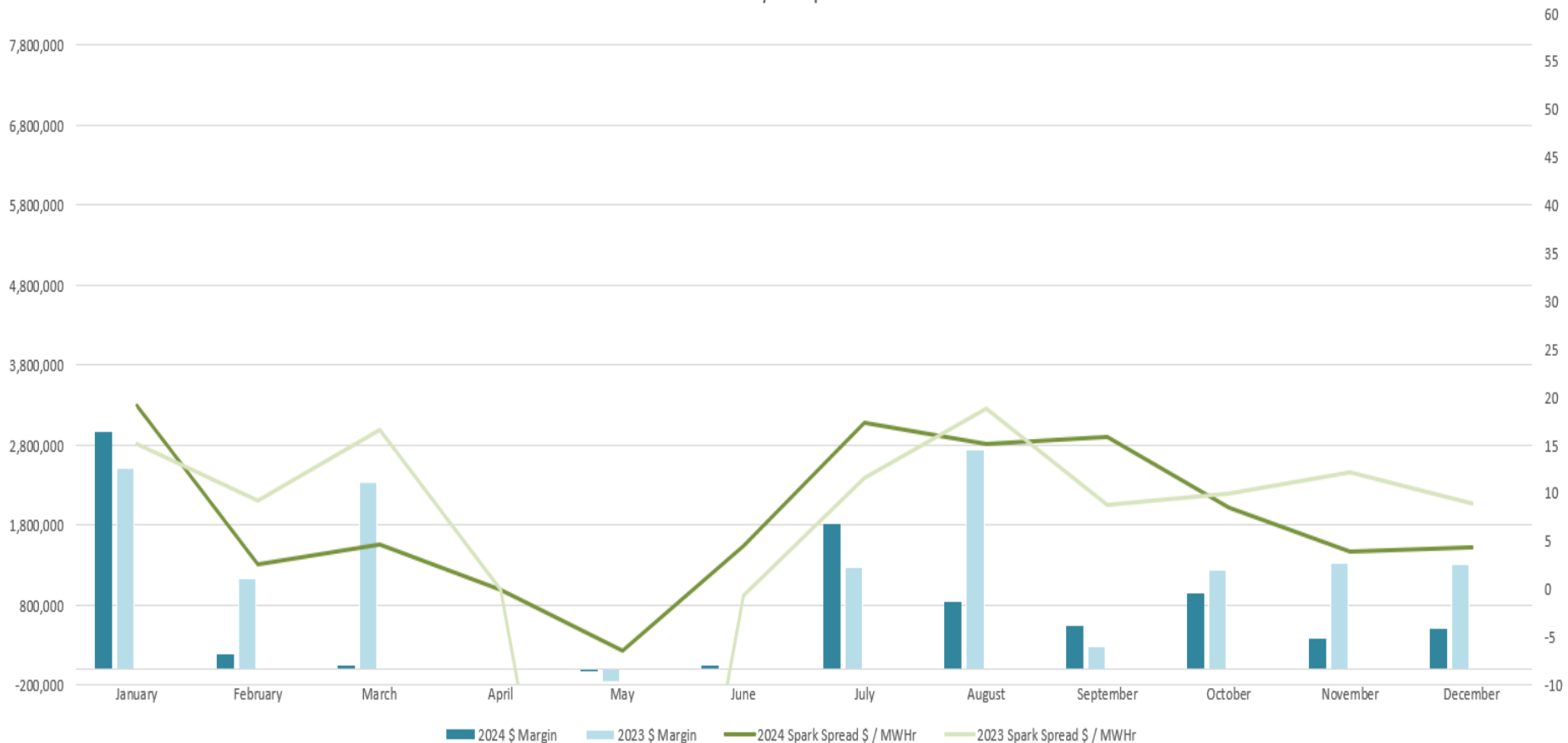
December 2024 Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	6,975,329	18,841,193	17,465,786	(11,865,864)	-63%	Energy Sales lower by 63% vs. Forecast CF lower by 24% vs Forecast
VOM	5,991,248	14,901,572	15,387,317	(8,910,324)	-60%	Power Produced in MWHr lower by 24% vs Forecast Avg Fuel Cost lower by 58% vs Forecast
Fixed	1,402,098	1,228,864	1,215,864	173,234	14%	3 Pay Periods Labor was higher due to Gas Comp Work
Projects	375,742	344,884	480,333	30,858	9%	CT Inlet Platform Eng.
A&G	264,976	264,872	264,872	104	0%	
Debt	2,168,156	2,168,156	2,168,156	0	0.00%	
Net Cost	(3,226,891)	(67,155)	(2,050,756)	(3,159,736)	4750%	
Net Annual Cost		(34,093,858)	(44,498,594)	\$10,404,736		
				Below budget by 23.38%		

Historical Margins



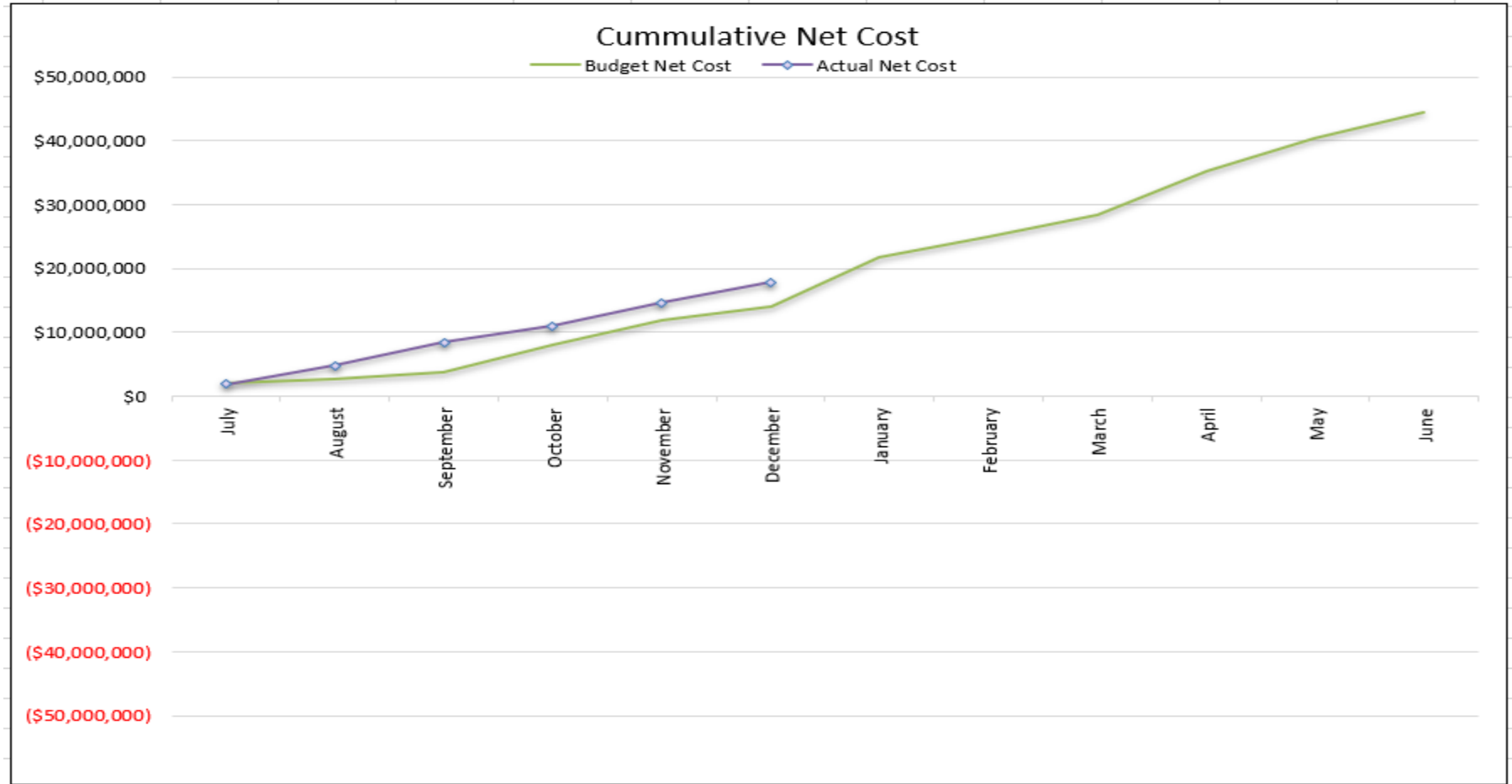
Historical Monthly Comparison



* Lower Spark Spread from Dec 2023 @ \$9.00 \$/MWhr vs. Dec 2024 @ \$4.37 \$/MWhr

* Spark Spread delta lower, Dec 2023 vs Dec 2024 @ \$4.63 \$/MWhr

* Margin comparison lower, Dec 2023 \$1,314,005 vs Dec 2024 \$510,351



** On the cumulative chart, (historical asset reports), November revenue improved but when compared to previous years it was a soft month. Actual Net Cost \$17,908,599 vs Budget Net Cost \$13,987,335.



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: February 10, 2025
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended December 31, 2024

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 \$384.

Investments - The carrying value of the LEC's investment portfolio totaled \$38,279,008 at month end. The current market value of the portfolio totaled \$37,638,676.

The overall portfolio had a combined weighted average interest rate of 3.114% with a bond equivalent yield (yield to maturity) of 3.145%. Investments with a maturity greater than one year totaled \$16,611,000. During the month \$12,456,247 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills decreased 24 basis points from 4.60% to 4.36% and rates on one year T-Bills decreased 12 basis points from 4.35% to 4.23%.

To the best of my knowledge and belief, all securities held by LEC as of December 31, 2024 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

DECEMBER 31, 2024

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INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
December 31, 2024

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 384	\$ 9,192,037	\$ 9,192,421	24.01%	\$ 9,194,904
Debt Service Reserve	-	11,544,035	11,544,035	30.16%	11,349,383
O & M Reserve	-	17,406,391	17,406,391	45.47%	16,957,844
	384	38,142,463	38,142,847	99.64%	37,502,131
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	136,545	136,545	0.36%	136,545
Participant Deposit Account	-	-	-	-	-
	\$ 384	\$ 38,279,008	\$ 38,279,392	100.00%	\$ 37,638,676

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
December 31, 2024

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ 3,187,862	\$ 3	\$ 9,386,408	\$ (8,883,101)	\$ (8,632,027)	\$ 2,153,685	\$ (2,787,170)
Debt Service Reserve	-	81,566	3,188,555	(3,187,862)	(3,160,259)	3,078,000	-
O & M Reserve	-	34,834	498,800	-	(663,417)	129,783	-
	3,187,862	116,403	13,073,763	(12,070,963)	(12,455,703)	5,361,468	(2,787,170)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	544	-	-	(544)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ 3,187,862	\$ 116,947	\$ 13,073,763	\$ (12,070,963)	\$ (12,456,247)	\$ 5,361,468	\$ (2,787,170)

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, 2024

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 8,632,027	\$ (9,386,408)	\$ 23,724	\$ -	\$ -	\$ (730,657)
Debt Service Reserve	3,160,259	(3,188,555)	9,139	-	-	(19,157)
O & M Reserve	663,417	(498,800)	580	-	-	165,197
	<u>12,455,703</u>	<u>(13,073,763)</u>	<u>33,443</u>	<u>-</u>	<u>-</u>	<u>(584,617)</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	544	-	-	-	-	544
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 12,456,247</u>	<u>\$ (13,073,763)</u>	<u>\$ 33,443</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (584,073)</u>

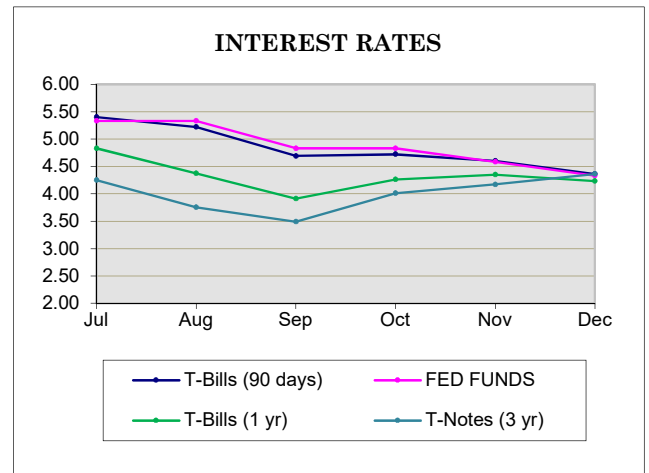
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(33,443)
Net Change in Investment –Before Non-Cash Activity	<u>\$ (617,516)</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
December 31, 2024

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.114%	3.145%
Debt Service Account	4.193%	4.337%
Debt Service Reserve	2.918%	2.871%
O & M Reserve	2.660%	2.684%
GHG Cash Account	4.870%	4.870%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.36%	5.44%
Agency Disc (90da.)	4.30%	5.21%
T-Bills (1yr.)	4.23%	4.81%
Agency Disc (1yr.)	4.10%	4.65%
T-Notes (3yr.)	4.36%	4.01%

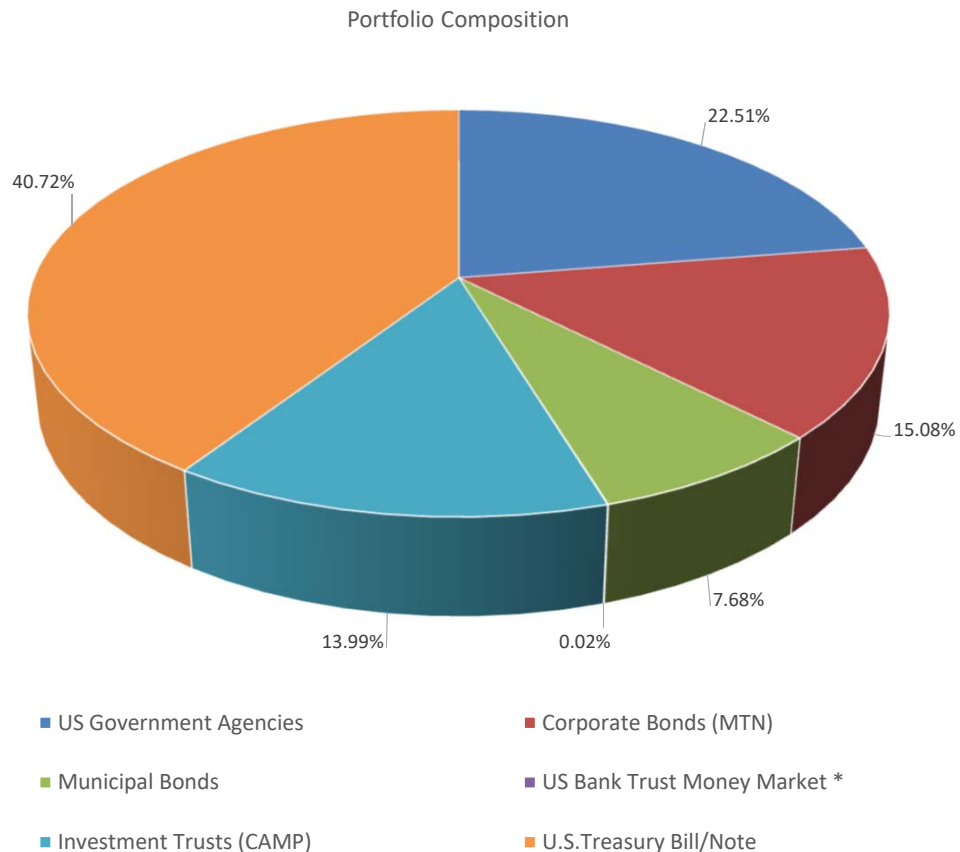


**Northern California Power Agency/Lodi Energy Center
Total Portfolio
Liquidity and Investment Maturities Analysis
December 31, 2024**

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	\$ -	\$ -	\$ 547	\$ 2,000	\$ 1,420	\$ 4,700	\$ -	\$ 8,667	22.51%
Corporate Bonds (MTN)	-	-	-	-	-	5,804	-	5,804	15.08%
Municipal Bonds	-	-	-	500	-	2,455	-	2,955	7.68%
US Bank Trust Money Market *	6	-	-	-	-	-	-	6	0.02%
Investment Trusts (CAMP)	5,385	-	-	-	-	-	-	5,385	13.99%
U.S.Treasury Bill/Note	-	-	12,031	-	-	3,652	-	15,683	40.72%
Total Dollars	\$ 5,391	\$ -	\$ 12,578	\$ 2,500	\$ 1,420	\$ 16,611	\$ -	\$ 38,500	100.00%
Total Percents	14.00%	0.00%	32.67%	6.49%	3.69%	43.15%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* Uninvested debt service balances at U.S. Bank Global Trust and Custody are swept into U.S. Bank unrated money market demand deposit investment products.



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

12/31/2024

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	510	0.010		510		1	0.010	510	SYS79004	79004	510
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	148	4.250	720,590	912797NN3	27903	720,585
Fund Total and Average		\$ 733,510	4.117		\$ 720,927		148	4.247	\$ 721,100			\$ 721,095

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,008	0.010		1,008		1	0.010	1,008	SYS79012	79012	1,008
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	148	4.357	3,113,383	912797NN3	27886	3,112,186
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	148	4.250	777,608	912797NN3	27904	777,602
Fund Total and Average		\$ 3,959,008	4.191		\$ 3,880,615		148	4.335	\$ 3,891,999			\$ 3,890,796

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	148	4.357	3,389,625	912797NN3	27887	3,388,323
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	148	4.250	654,725	912797NN3	27905	654,719
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	152	4.441	537,455	313385GJ9	27880	537,104
Fund Total and Average		\$ 4,661,000	4.206		\$ 4,566,763		148	4.352	\$ 4,581,805			\$ 4,580,146
GRAND TOTALS:		\$ 9,353,518	4.193		\$ 9,168,305		148	4.337	\$ 9,194,904.			\$ 9,192,037

*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 12/31/2024



Northern California Power Agency

Treasurer's Report

12/31/2024

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	3,392	0.010		3,392		1	0.010	3,392	SYS79005	79005	3,392
U.S. Treasury	USBT	85,000	4.120	12/30/2024	83,541	05/29/2025	148	4.250	83,561	912797NN3	27906	83,560
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	425	0.840	4,252,711	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	527	0.799	142,923	3130AN4T4	27270	150,159
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	713	4.080	3,597,147	91282CJP7	27700	3,608,212
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,276	4.285	119,094	3130AWN63	27624	118,932
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,338	4.608	21,017	91282CHX2	27647	20,840
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,733	4.046	40,433	91282CLN9	27825	41,020
Fund Total and Average		\$ 8,440,392	2.447		\$ 8,465,746		567	2.329	\$ 8,260,278			\$ 8,456,115

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	978	0.010		978		1	0.010	978	SYS79006	79006	978
U.S. Treasury	USBT	2,306,000	4.210	12/05/2024	2,258,807	05/29/2025	148	4.357	2,266,959	912797NN3	27888	2,266,088
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,259,785		148	4.356	\$ 2,267,937			\$ 2,267,066

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	305	0.010		305		1	0.010	305	SYS79013	79013	305
U.S. Treasury	USBT	835,000	4.210	12/05/2024	817,911	05/29/2025	148	4.357	820,863	912797NN3	27889	820,548
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		148	4.356	\$ 821,168			\$ 820,853
GRAND TOTALS:		\$ 11,582,675	2.918		\$ 11,543,747		455	2.871	\$ 11,349,383.			\$ 11,544,034

*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 12/31/2024

Callable Dates:

Inv #

27199 FFCB Anytime



Northern California Power Agency
Treasurer's Report
12/31/2024

LEC O & 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
First American Govt.	USBGC	0	4.520		0		1	4.520	0	SYS70041	70041	0
California Asset Mgm	CMP	5,248,725	4.870	09/09/2022	5,248,725		1	4.870	5,248,725	SYS70075	70075	5,248,725
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	181	0.609	343,613	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	181	0.609	147,140	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	209	0.579	978,850	3136G4D75	27047	1,000,116
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	229	0.600	976,950	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	271	0.530	729,210	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	271	0.530	651,756	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	403	0.699	480,440	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	484	1.200	476,045	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	561	1.050	950,150	57629WDE7	27250	1,002,246
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	602	1.250	93,068	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	621	1.227	473,210	14913R2Q9	27290	499,365
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	662	1.567	805,409	872898AA9	27335	852,696
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	677	1.490	487,164	74460DAG4	27310	515,090
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	677	1.475	1,006,491	74460DAG4	27341	1,064,466
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	881	3.654	185,636	088006KB6	27424	189,791
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,147	5.003	264,976	233851DF8	27609	265,439
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,551	3.752	447,090	072024XF4	27809	463,493
MassMutual Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,610	4.395	506,560	57629W4T4	27883	514,966
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,641	3.728	584,344	68587FAZ7	27811	605,484
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,704	3.626	1,121,017	13063EBP0	27810	1,164,516
Fund Total and Average		\$ 17,427,725	2.660		\$ 17,399,942		513	2.684	\$ 16,957,844			\$ 17,406,393
GRAND TOTALS:		\$ 17,427,725	2.660		\$ 17,399,942		513	2.684	\$ 16,957,844.			\$ 17,406,393

*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 12/31/2024

Callable Dates:

Inv #			Inv #		
27047	FHLMC	Quarterly	27170	APPL	Anytime starting 1/8/2026
27057	FNMA	Quarterly	27222	JPM	Annually
27083	FFCB	Anytime	27259	BAC	Semi-annually
27084	FFCB	Anytime	27809	BAYTRN	Anytime



Northern California Power Agency
Treasurer's Report
12/31/2024

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
California Asset Mgm	CMP	136,545	4.870	09/13/2022	136,545		1	4.870	136,545	SYS70077	70077	136,545
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 136,545	4.870		\$ 136,545		1	4.870	\$ 136,545			\$ 136,545
GRAND TOTALS:		\$ 136,545	4.870		\$ 136,545		1	4.870	\$ 136,545.			\$ 136,545

*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 12/31/2024



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: December 31, 2024 Financial Reports (Unaudited)

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

	December	
	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 136,545	\$ 170,596
Accounts receivable		
Others	-	2,987,366
Interest receivable	46,013	57,707
Inventory and supplies - at average cost	3,016,744	2,511,091
Prepaid insurance	1,568,612	1,193,351
Due from (to) Agency, net	31,594,858	38,226,909
TOTAL CURRENT ASSETS	36,362,772	45,147,020
RESTRICTED ASSETS		
Cash and cash equivalents	5,255,301	8,534,786
Investments	32,887,545	26,139,788
Interest receivable	20,335	15,097
TOTAL RESTRICTED ASSETS	38,163,181	34,689,671
ELECTRIC PLANT		
Electric plant in service	447,720,540	447,596,790
Less: accumulated depreciation	(160,830,419)	(146,062,057)
TOTAL ELECTRIC PLANT	286,890,121	301,534,733
OTHER ASSETS		
Regulatory assets	27,409,058	28,665,815
TOTAL OTHER ASSETS	27,409,058	28,665,815
TOTAL ASSETS	388,825,132	410,037,239
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	87,118	346,528
Asset retirement obligations	209,635	201,609
TOTAL DEFERRED OUTFLOWS OF RESOURCES	296,753	548,137
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 389,121,885	\$ 410,585,376

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

		December	
		2024	2023
LIABILITIES & NET POSITION			
CURRENT LIABILITIES			
Accounts and retentions payable	\$	3,806,395	\$ 4,601,486
Operating reserves		23,523,108	19,448,087
Current portion of long-term debt		14,656,591	14,239,000
Accrued interest payable		1,062,688	1,056,104
TOTAL CURRENT LIABILITIES		43,048,782	39,344,677
NON-CURRENT LIABILITIES			
Operating reserves and other deposits		133,252	165,932
Asset retirement obligations		209,635	201,609
Long-term debt, net		287,053,174	301,709,764
TOTAL NON-CURRENT LIABILITIES		287,396,061	302,077,305
TOTAL LIABILITIES		330,444,843	341,421,982
DEFERRED INFLOWS OF RESOURCES			
Regulatory credits		37,706,805	37,891,376
NET POSITION			
Invested in capital assets, net of related debt		(5,668,179)	(922,859)
Restricted		12,322,117	5,419,470
Unrestricted		14,316,299	26,775,407
TOTAL NET POSITION		20,970,237	31,272,018
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$	389,121,885	\$ 410,585,376

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

		Six Months Ended December	
		2024	2023
SALES FOR RESALE			
Participants	\$	32,190,853	\$ 36,024,517
Other		33,070,333	47,284,705
TOTAL SALES FOR RESALE		65,261,186	83,309,222
OPERATING EXPENSES			
Operations		27,595,977	38,705,052
Depreciation & amortization		7,080,521	7,077,926
Purchased power		1,860,939	1,675,658
Maintenance		3,104,287	2,916,159
Administrative and general		3,890,255	3,387,190
Transmission		269,337	366,524
Intercompany (sales) purchases		270,771	196,418
TOTAL OPERATING EXPENSES		44,072,087	54,324,927
NET OPERATING REVENUES		21,189,099	28,984,295
OTHER REVENUES (EXPENSES)			
Interest expense		(6,050,424)	(6,336,747)
Interest income		1,831,314	2,464,828
Other		2,259,555	2,936,141
TOTAL OTHER REVENUES (EXPENSES)		(1,959,555)	(935,778)
FUTURE RECOVERABLE AMOUNTS		(773,099)	(474,188)
REFUNDS TO PARTICIPANTS		(356,225)	(916,772)
INCREASE IN NET POSITION		18,100,220	26,657,557
NET POSITION			
Beginning of year		2,870,017	4,614,461
	\$	20,970,237	\$ 31,272,018

**Lodi Energy Center
FY 2025 Operating Costs
As of December 31, 2024**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 5,616,489	\$ 1,463,014	\$ 4,153,475	74%	A
Fuel & LDC Costs	77,589,905	17,685,494	59,904,411	77%	
GHG Allowance Costs	18,130,063	4,668,646	13,461,417	74%	
CA ISO Charges	675,952	269,337	406,615	60%	
CA ISO Energy Purchases	2,876,697	1,860,939	1,015,758	35%	
Total Variable Costs	104,889,106	25,947,430	78,941,676	75%	
Routine O&M Costs					
Fixed O&M	3,587,692	2,250,014	1,337,678	37%	B
Administration	188,345	59,256	129,089	69%	
Mandatory Costs	386,269	264,176	122,093	32%	C
Inventory Stock	450,000	269,241	180,759	40%	
Routine O&M Costs without Labor	4,612,306	2,842,687	1,769,619	38%	D
Labor	6,650,919	3,137,719	3,513,200	53%	
Total Routine O&M Cost	11,263,225	5,980,406	5,282,819	47%	
Other Plant Costs					
Debt Service	26,017,868	13,008,934	13,008,934	50%	
Insurance	1,849,532	924,766	924,766	50%	
Other Costs	196,244	32,970	163,274	83%	
Generation Services Shared	504,061	252,669	251,392	50%	
Administrative & General (Allocated)	2,674,401	1,330,784	1,343,617	50%	
Power Management Allocated Costs	1,912,958	956,479	956,479	50%	
Total Other Plant Costs	33,155,064	16,506,602	16,648,462	50%	
Total O&M Costs	149,307,395	48,434,438	100,872,957	68%	
Projects					
Operations & Maintenance	1,746,778	530,651	1,216,127	70%	
Capital	6,341,666	13,656	6,328,010	100%	
Maintenance Reserve	2,769,390	1,384,695	1,384,695	50%	
Total Projects	10,857,834	1,929,002	8,928,832	82%	
Annual Cost	160,165,229	50,363,440	109,801,789	69%	
Less: Third Party Revenue					
Interest Income	250,000	554,208	(304,208)	0%	
ISO Energy Sales	113,367,408	32,494,725	80,872,683	71%	
Ancillary Services Sales	2,049,227	575,608	1,473,619	72%	
Other Income	-	870	(870)	0%	
	115,666,635	33,625,411	82,041,224	71%	
Net Annual Cost to Participants (without GHG Transfer Credits)	44,498,594	16,738,029	27,760,565		
GHG Allowance Credits	17,646,370	4,517,446	13,128,924	74%	
Net Annual Cost to Participants (with GHG Transfer Credits)	\$ 26,852,224	\$ 12,220,583	\$ 14,631,641	54%	
Total Variable Costs	104,889,106	25,947,430	78,941,676		
Total Fixed Costs	55,276,123	24,416,010	30,860,113		
	\$ 160,165,229	\$ 50,363,440	\$ 109,801,789		
Net Cumulative Generation (MWh)	1,626,895	521,773			
Total O&M Cost Per MWh	\$ 91.77	\$ 92.83			
Net Annual Cost Per MWh	\$ 16.51	\$ 23.42			
Net Annual Cost Per KW Month	\$ 7.41	\$ 3.37			

Footnotes:

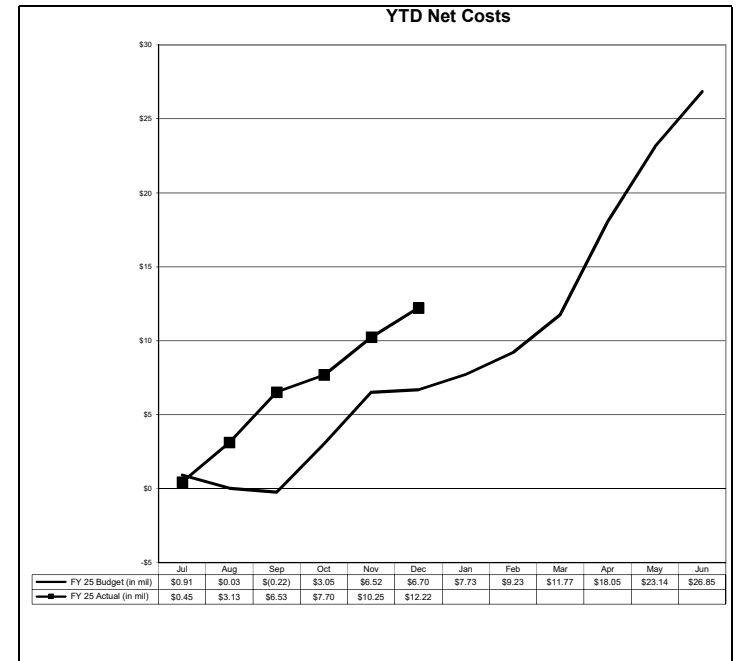
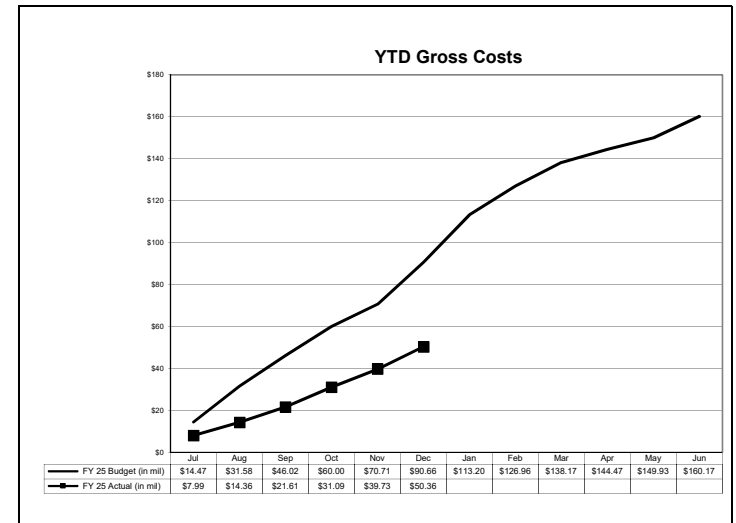
General - The plant ran 28 out of 31 days during the month due to economics.

A - Higher CAISO costs due to higher prices for settlement charges during the period.

B - Quarterly charges for fixed LTSA contract. Costs are expected to levelize during the year.

C - Expenditure for annual permit fees to Air Resources Board. Costs are expected to levelize during the year.

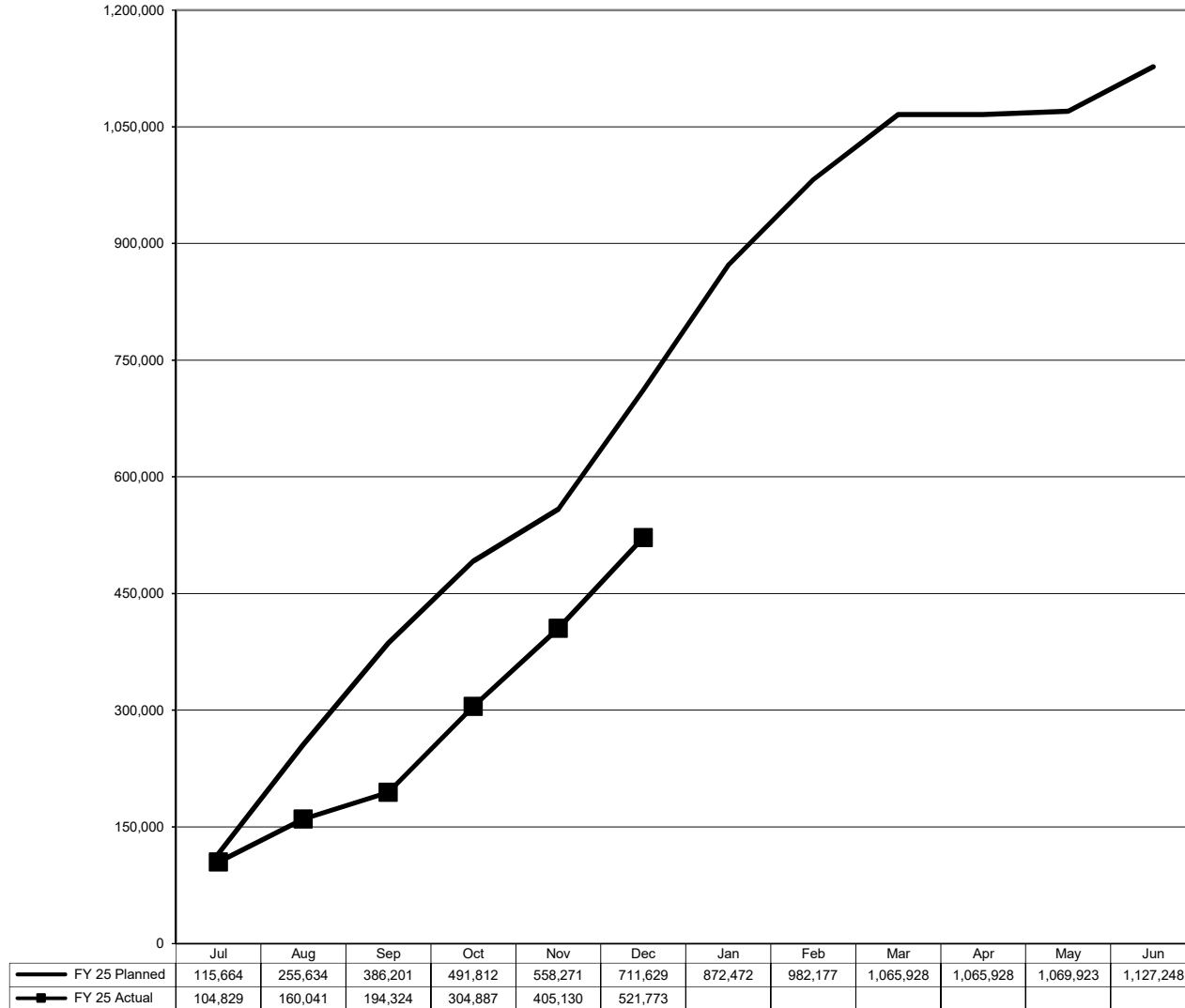
D - Expenditure for parts in preparation of annual maintenance. Costs are expected to levelize during the year.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2025

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2025 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Estimated												CY 2025	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	121,434	42,759	33,284	0	0	5,451	0	0	0	0	0	0	202,928	13,314,729
Gas Schedule (MMBtu)	942,327	331,808	258,287	0	0	42,301	0	0	0	0	0	0	1,574,723	95,882,899
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)	50,853	17,906	13,938	0	0	2,283	0	0	0	0	0	0	84,980	5,182,371
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)	539,238	557,144	571,082	571,082	571,082	573,365	573,365	573,365	573,365	573,365	573,365	573,365	573,365	573,365
Compliance Instrument Participant Transfers														
Carryover Allowances	3,000	0	0	0	0	0	0	0	0	0	0	0	3,000	112,263
Auction Allowances	1,055	0	0	0	0	0	0	0	0	0	0	0	1,055	5,343,190
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)	4,055	0	0	0	0	0	0	0	0	0	0	0	4,055	5,455,453
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	4,603,540
Total Monthly Activity (MT)	4,055	0	0	0	0	0	0	0	0	0	0	0	4,055	5,501,775
Cumulative MT Account Balance (MTA)	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913	898,913
MTA Shortfall (MT)	(359,675)	(341,769)	(327,831)	(327,831)	(327,831)	(325,548)	(325,548)	(325,548)	(325,548)	(325,548)	(325,548)	(325,548)	(325,548)	(325,548)
Current Month CCA Balance (\$)	0	136,001	0	0	0	0	0	0	0	0	0	0	0	136,001
Monthly GHG Price	33.46	33.62	35.87	33.94	34.11	36.40	34.45	34.62	36.94	34.96	35.13	37.52		



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Meeting Date: February 10, 2025

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

Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 for requested updates to the City of Gridley, the City of Healdsburg, and the City of Lompoc.

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 information for the City of Gridley, the City of Healdsburg, and the City of Lompoc. 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:

MICHAEL DEBORTOLI
Assistant General Manager Generation Services

Attachments: (1)
PMOA Schedule 6.00 Contact List

Agreement Schedule 6.00

Contact List

Northern California Power Agency

Northern California Power Agency
Attn: Rafael Santana, Lodi Energy Center Manager
651 Commerce Drive
Roseville, California, 95678
Telephone: (209) 210-5000
Facsimile: (209) 333-5215
Email: rafael.santana@ncpa.com

With copies to:

Northern California Power Agency
Attn: Michael DeBortoli, Assistant General Manager – Generation Services
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4201
Facsimile: (916) 783-7693
Email: michael.debortoli@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

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.usrtorres@azusaca.gov
Alternates: Tim Vuong (tvuong@azusaca.gov); Tikan Singh (tsingh@azusalw.com)

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District
Attn: Yuliya Schmidt, Manager of Energy
2150 Webster Street, 8th Floor
Oakland, California 94612-3534
Telephone: (510) 287-4835
Facsimile: (510) 464-6118
Email: yuliya.schmidt@bart.gov
Alternates: Monia Meagher (mmeaghe@bart.gov)

Modesto Irrigation District

Modesto Irrigation District
Attn: Brock Costalupes
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-7397
Facsimile: (209) 526-7575
Email: brock.costalupes@mid.org
Alternates: Martin Caballero (martinc@mid.org)

California Department of Water Resources:

Department of Water Resources
Attention: Jorge Quintero, Assistant Division Manager (Power Operations)
1425 River Park Drive, Suite 300
Sacramento, CA 95815
Telephone: (916) 902-7233
Facsimile: N/A
Email: Jorge.quintero@water.ca.gov
Alternates: Keith Louie (keith.louie@water.ca.gov); Deane Burke (deane.burk@water.ca.gov); Cheryl Luu (Cheryl.luu@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
Alternates: Mike Brozo (mbrozo@psrec.coop); Bill Newberg (bill.newberg@psrec.coop)

City of Biggs

City of Biggs
Attn: James T. “Bo” Sheppard, Council Member
465 C Street
Biggs, California 95917-0307
Telephone: (530) 370-4133
Facsimile: (530) 868-5239
Email: bos@biggs-ca.gov
Alternates: Cliff Wagner (cliff.wagner@biggs-ca.gov)

City of Gridley

City of Gridley
Attn: Ross Pippitt, Electric Utility Director
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-5695
Facsimile: (530) 846-3229
Email: <mailto:rpippitt@gridley.ca.us>
Alternates: Elisa Arteaga (earteaga@gridley.ca.us);

City of Healdsburg

City of Healdsburg
Attn: David Hagele, Council Member
401 Grove Street
Healdsburg, California 95448
Telephone: (707) 431-3317
Facsimile: (707) 431-2710
Email: dhagele@ci.healdsburg.ca.us
Alternates: Terry Crowley (tcrowley@ci.healdsburg.ca.us); Chris Herrod (cherrod@ci.healdsburg.ca.us); Jeff Kay (jkay@ci.healdsburg.ca.us)

City of Lodi

City of Lodi
Attn: Melissa Price, Rates & Resources Manager
1331 S. Ham Lane
Lodi, California 95242
Telephone: (209) 333-6811 or (209) 639-1543
Facsimile: (209) 333-6839
Email: mprice@lodi.gov
Alternates: Stephen Schwabauer (sschwabauer@lodi.gov); Jiayo Chiang (jchiang@lodi.gov); Jeff Berkheimer (jberkheimer@lodi.gov)

City of Lompoc

City of Lompoc

Attn: Brad Wilkie, Utility Director

100 Civic Center Plaza

Lompoc, California 93436-6916

Telephone: (805) 875-8299

Facsimile: (805) 736-5347

Email: b_wilkie@ci.lompoc.ca.us

Alternates: Robert “Bob” Cross (r_cross@ci.lompoc.ca.us); Steve Mickelson (s_mickelson@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

Alternates: Ann Hatcher (ahatcher@santaclaraca.gov); Kathleen Hughes (khughes@santaclaraca.gov); Paulo Apolinario (papolinario@santaclaraca.gov); Basil Wong (bwong@santaclaraca.gov); Saul Lopez (slopez@santaclaraca.gov)

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

Alternates: None.

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority

Attn: Cori Bradley

Cameron – Daniel, PC950 Reserve Drive, Suite 160

Roseville, CA 95678

Telephone: (916) 405-8923

Email: cori@robertson-bryan.com

Alternates: Bruce McLaughlin (bcm@cameron-daniel.com); David Ansolabehere (dansolabehere@cawelowd.org)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Date: February 10, 2025
To: Lodi Energy Center Project Participant Committee
Subject: First Amendment to the five-year MTGSA with RFI Enterprises, Inc. dba RFI Communication & Security Systems Agreement accepting assignment to Pavion Corp. Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

Proposal

Delegate approval to the General Manager or his designee to execute a First Amendment to the five-year MTGSA with RFI Enterprises, Inc. dba RFI Communication & Security Systems for integrated security services, accepting the company name change to Pavion Corp. The not-to-exceed amount of \$500,000 will remain unchanged. For use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved annual operating budgets.

Background

RFI Enterprise, Inc. dba RFI Communications and Security Systems provides NCPA with physical security, intrusion, card access, video surveillance, visitor management, and alarm monitoring services. These activities are intended to provide a safe and secure environment for NCPA employees and properties.

On February 2, 2021 NCPA entered into a five-year Multi Task General Services Agreement with RFI Enterprise Inc. dba RFI Communications & Security Systems, for an amount not to exceed \$500,000. On December 31, 2024 RFI Enterprise Inc. dba RFI Communications and Security Systems notified NCPA that effective February 1, 2025 RFI Enterprise Inc. dba RFI Communications & Security Systems will be merged into Pavion Corporation.

Due to the merger and name change Staff recommends approval authorizing the General Manager or his designee to enter into a First Amendment to the five-year MTGSA with RFI Enterprise Inc. dba RFI Communication & Security Systems for integrated security services, accepting the company name change to Pavion Corp. The five-year term and not-to-exceed amount of \$500,000 will remain unchanged. All purchase orders issued pursuant to the agreement will be charged against approved annual operating budgets.

Fiscal Impact

No direct fiscal impact. Upon execution, the five-year term and total cost of the agreement amount not to exceed \$500,000 will remain unchanged. 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:

Monty Hanks
AGM Administrative Services

Attachments:

- First Amendment to Multi-Task General Services Agreement between the Northern California Power Agency and RFI Enterprise, Inc. dba RFI Communications and Security Systems
- Multi-Task General Services Agreement with RFI Enterprises, Inc. dba RFI Communications & Security Systems



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RFI ENTERPRISES, INC. dba RFI COMMUNICATIONS & SECURITY SYSTEMS**

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 RFI Enterprises, Inc. dba RFI Communications & Security Systems, with its office located at 360 Turtle Creek Court, San Jose, CA 95125-1315 ("Contractor") (together sometimes referred to as the "Parties") as of February 2, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not applicable.

4.4 Pollution Insurance. Not applicable.

4.5 All Policies Requirements.

- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By

execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

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 Monty Hanks, 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:

Toni Alhambra
RFI Communications & Security Systems
360 Turtle Creek Court
San Jose, CA 95125

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

RFI ENTERPRISES, INC. dba RFI
COMMUNICATIONS & SECURITY SYSTEMS

1/12/2021

Date

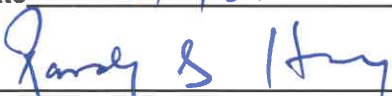
2/2/21

Date


DocuSigned by:

Bradley Wilson

BRADLEY J. WILSON, CPP, President / COO


RANDY S. HOWARD, General Manager

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

RFI COMMUNICATIONS & SECURITY SYSTEMS, ("Contractor") shall perform the following services, not including work requiring bidding under the California Public Contract Code, as requested by the Northern California Power Agency ("Agency") at all NCPA locations and Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including, without limitation:

- Video surveillance and analytics
- Digital and network video recorders
- Access control systems
- Photo ID and card management
- Intrusion and alarm systems
- Perimeter protection
- Network infrastructure
- IP and cellular based infrastructure
- Field service and support
- Fire/Life safety
- Maintenance
- Inspections

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:

Standard Time and Material Service Labor Rates

	<u>Service Technician</u> (Per Hour)	<u>Systems Analyst</u> (Per Hour)
Monday - Friday, 7:00 am to 5:00 pm (local time)*	\$150.00	\$170.00
Monday - Friday, 5:00 pm to 7:00 am *	\$225.00	\$255.00
Saturday *	\$225.00	\$255.00
Sunday *	\$300.00	\$340.00
RFI Holidays *	\$300.00	\$340.00

* 2 - hour minimum, No Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

Portal to Portal and Travel charges may apply for T&M Customers outside the immediate Sacramento coverage area

NCPA TIME AND MATERIAL LABOR RATES, Plan 2

	<u>Service Technician</u> (Per Hour)	<u>Systems Analyst</u> (Per Hour)
Monday - Friday, 7:00 am to 5:00 pm (local time)*	\$140.00	\$160.00
Monday - Friday, 5:00 pm to 8:00 am *	\$195.00	\$240.00
Saturday *	\$195.00	\$240.00
Sunday *	\$260.00	\$320.00
RFI Holidays *	\$260.00	\$320.00

*2 - hour minimum, No Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

Portal to Portal and Travel charges may apply for NCPA Facilities outside the immediate Sacramento coverage area, T&M Charges and Portal to Portal waived if under full plan service agreement.

RFI Holiday Schedule

The following is a list of holiday's observed by RFI:

- January 1.....New Year's Day
- February 17.....President's Day
- May 25.....Memorial Day
- July 3.....Independence Day (observed)
- September 7.....Labor Day
- November 11.....Veterans Day
- December 24.....Christmas Eve
- December 25.....Christmas Day

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,

Bradley J Wilson, President / COO

(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

RFI Enterprises, Inc. dba RFI Communications & Security Systems

(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.

Bradley Wilson

(Signature of officer or agent)

Dated this 12th day of January, 20 21.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

**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: 1/12/2021

Name of Employer

RFI Enterprises, Inc. dba RFI Communications & Security Systems

Bradley J Wilson, President / COO

(Authorized Officer & Title)
360 Turtle Creek Court,

San Jose CA 95125
(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND RFI ENTERPRISES, INC dba RFI
COMMUNICATIONS & SECURITY SYSTEMS ACCEPTING ASSIGNMENT TO PAVION CORP.**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Pavion Corp. ("Contractor") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Agency and RFI Enterprises, Inc. dba RFI Communications & Security Systems entered into a Multi-Task General Services Agreement dated effective February 2, 2021, (the "Agreement") for Contractor to provide security and communication solution services at any facilities owned and/or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, effective February 1, 2025, RFI Communications and Security Systems will be merged into Pavion Corp. and the Parties now desire to amend the agreement to reflect this company name change; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractors name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; 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. **As of this Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

"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 Pavion Corp., a corporation, with its office located at 4151 Lafayette Center Drive, Suite 700, Chantilly, VA 20151 ("Contractor") (together sometimes referred to as the "Parties") as of February 2, 2021 ("Effective Date") in Roseville, California."

2. **Section 13.8 Notices is replaced in its entirety as follows:**

3. **13.8 Notices.**

Any written notice to Contractor shall be sent to:

Todd Byer
Region General Manager, West
Pavion Corp.
4151 Lafayette Center Drive, Suite 700
Chantilly, VA 20151

Any written notice to the 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 Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville CA 95678

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the Attached Exhibit A.
5. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include Pavion Corporation and shall be executed as set forth in the attached Exhibit C.
6. Agency hereby approves the name change of the Agreement from RFI Enterprises, Inc. dba RFI Communications & Security Systems to Pavion Corp., Contractor.

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

PAVION CORP.

RANDY S. HOWARD, General Manager

TODD BYER, Region General Manager, West

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

PAVION CORP. ("Contractor") shall perform the following services, not including work requiring bidding under the California Public Contract Code, as requested by the Northern California Power Agency ("Agency") at all NCPA locations and Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including, without limitation:

- Video surveillance and analytics
- Digital and network video recorders
- Access control systems
- Photo ID and card management
- Intrusion and alarm systems
- Perimeter protection
- Network infrastructure
- IP and cellular based infrastructure
- Field service and support
- Fire/Life safety
- Maintenance
- Inspections

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit) (Title)

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

(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.: 13

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Evoqua Water Technologies, LLC – Second 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

Proposal

Approve the Second Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, amending Section 2.5 Timing of Submittal of Final Invoice from 30 days to 60 days, with no change to the original not to exceed amount of \$1,000,000 or the original contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

NCPA entered into a Five-Year Multi-Task General Services Agreement with Evoqua Water Technologies, LLC., effective November 1, 2020, to provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services at all NCPA, NCPA Members, SCPPA and SCPPA Members.

The Parties entered into a First Amendment to the Multi-Task General Services Agreement on November 12, 2021 to amend the Warranty and Remedies language in Sections 12.1 and 12.2 as well as amend the pricing in Exhibit B.

Evoqua often utilizes third parties for transportation and delivery of goods to NCPA. In order to ensure final invoices submitted to NCPA are complete and accurate, Evoqua needs additional time to prepare them. As such, Evoqua has requested to modify the language in Section 2.5 Timing of Submittal of Final Invoice in the agreement to allow them additional time to submit the final invoice to NCPA. This Second Amendment will modify Section 2.5 to amend the invoice due date from 30 days to 60 days.

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 remain at 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:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (3)

- Multi-Task General Services Agreement with Evoqua Water Technologies, LLC
- First Amendment to Multi-Task General Services Agreement with Evoqua Water Technologies, LLC
- Second Amendment to Multi-Task General Services Agreement with Evoqua Water Technologies, LLC



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVOQUA WATER TECHNOLOGIES, LLC

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Evoqua Water Technologies, LLC ("Contractor") (collectively referred to as "the Parties") as of November 12, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 1, 2020, (the "Agreement") for Contractor to provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services; and

WHEREAS, the Agency now desires to amend the Warranty and Remedies language set forth in Sections 12.1 and 12.2 to the Agreement; and

WHEREAS, the Agency now desires to amend the pricing set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Section 12.1 Warranty is amended and restated to read as follows:

Any deviations from the requirements, assumptions or conditions contained of this section 12 will void the warranty. Agency must ensure that all conditions set forth in this section, including all the feedwater water parameters listed in Exhibit A, ("Incoming Water") are met including Agency provided materials, equipment, facilities, utilities, and other things, described herein. This warranty shall be deemed void if Agency fails to meet any of the following obligations pertaining to media use and the system in which media is used.

For Lodi Energy Center Condensate Polishers, Contractor will guarantee 28,000,000 gallons throughput.

The warranty shall be deemed void if the Agency fails to meet the following influent water conditions:

- a. Feed water must not contain any oxidizing agents including, without limitation, chlorine, ozone or permanganate.
- b. Sequestrants, cleaning or treatment chemicals, and any other chemicals used in the system must be compatible with the media.
- c. Influent water to each vessel shall be free of entrained air to the extent that entrained air could disrupt media beds in any system.

- d. Bacteria levels in the influent and influent delivery mechanisms such as, for example, piping and manifolds in any well, shall be <5 cfu/ml. If Contractor Water Technologies is requested to backwash and sanitize a specific media bed after the start of a particular run then Condition a. applies. Furthermore, the detection of bacteria at any level in the influent and influent delivery mechanisms may compromise the media bed life. Therefore, Contractor assumed no responsibility or liability relating to the bacteriological quality of the incoming water or within the wells and shall bear no costs relating to media sterilization due to bacteria in the incoming water or elsewhere in the wells.
- e. Should any of the sodium, chloride, sulfate, phosphate, silica, specific conductivity, ammonia, total organic carbon, temperature range, temperature peak, and total iron values exceed the feedwater water parameters listed in Exhibit A, the warranted treatment volume will be adjusted and a new Warranty would be provided.

This section 12.1 does not require Agency to do any additional monitoring.

2. **Section 12.2 Remedies** is amended and restated to read as follows:

The sole remedy for each of Contractor's vessel that fails to reach 50% of this mix bed guarantee is a full credit for the regeneration cost will be applied to Agency's account. If a vessel reaches 50%-100% throughput, then a pro-rated credit for the regeneration cost will be applied to the Agency's account. For example, if the throughput is 21,000,000 gallons, then the Agency would only pay for 75% of the price.

3. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: 11/12/21

NORTHERN CALIFORNIA POWER AGENCY

Randy S. Howard
RANDY S. HOWARD, General Manager

Date: 10/20/2021

EVOQUA WATER TECHNOLOGIES, LLC

Aaron Boles
AARON BOLES, Area/District Manager

Attest:

[Signature]

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

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:

CT Facilities costs:

<u>Cost Summary</u>	
<u>Item</u>	<u>Estimated Annual Cost</u>
Condensate Polisher Rental	\$6000/year
Condensate Polisher Regen	\$14,175/year
60 cu. ft. DI Vessel Rental	\$25,440/year
60 cu. ft. DI Vessel Regen	\$15,750/year*
3.6 cu. ft DI Vessel Rental	\$7,200/year
<u>Estimated Annual Total Cost</u>	<u>\$68,565/yr</u>

*based on historical exchange frequency

The rate for weekend and emergency delivery of tanks to CT1, CT2 and LEC, not due to fault of Contractor, will be \$150/hour with a four (4) hour minimum.

Pricing for services to be performed at other NCPA facilities, 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.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EVOQUA WATER TECHNOLOGIES, LLC**

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 Evoqua Water Technologies, LLC, a Delaware limited liability company with its office located at 210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222 ("Contractor") (together sometimes referred to as the "Parties") as of November 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLION dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have thirty (30) 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 thirty (30) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency. Additionally, invoices with errors will be returned to Contractor for correction. Contractor shall have thirty (30) days to resubmit corrected invoices. Any invoices not properly corrected or invoices that take longer than thirty (30) days to return, the 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 from and against all third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), for personal injury, death or damage to tangible property to the extent caused by negligence by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however,

may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** 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. Contractor warrants the services for ninety (90) days from performance ("Warranty Period").
- 11.2 Deficiencies in Work.** If Agency gives prompt written notice of breach of this warranty to Contractor within the Warranty Period, Contractor shall be obligated at its own expense, and as Agency's sole and exclusive remedy, 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. Unless otherwise agreed to in writing by Contractor, (i) Agency shall be responsible for any labor required to gain access to the work so that Contractor can assess the available remedies and (ii) Agency shall be responsible for all costs of installation of repaired or replaced work. If Contractor determines that any claimed breach is not, in fact, covered by this warranty, Agency shall pay Contractor its then customary charges for any repair or replacement made by Contractor. Contractor's warranty is conditioned on Agency (a) operating and maintaining the work in accordance with Contractor's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Contractor) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, to the extent assignable, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work

Section 12. Mix Bed Guarantee

- 12.1 Warranty.** Any deviations from the requirements, assumptions or conditions contained of this section 12 will void the warranty. Agency must ensure that all conditions set forth in this section, including all the feedwater water parameters listed in Exhibit A, ("Incoming Water") are met including Agency provided materials, equipment, facilities, utilities, and other things, described herein. This warranty shall be deemed void if Agency fails to meet any of the following obligations pertaining to media use and the system in which media is used.

For Lodi Energy Center Condensate Polishers, Contractor will guarantee, by way of an amendment to the Agreement, a throughput amount to be determined and mutually agreed upon, based upon the process as defined by the Throughput Volume Determination Plan by May 31, 2021 as per the treated water specifications outlined in Exhibit A ("Effluent Water"). If the parties are unable to mutually agree to the throughput amount by the date specified, the throughput guarantee will be void and Contractor will have no responsibility or liability as it relates to the throughput guarantee.

The warranty shall be deemed void if the Agency fails to meet the following influent water conditions:

- Feed water must not contain any oxidizing agents including, without limitation, chlorine, ozone or permanganate.
- Sequestrants, cleaning or treatment chemicals, and any other chemicals used in the system must be compatible with the media.
- Influent water to each vessel shall be free of entrained air to the extent that entrained air could disrupt media beds in any system.
- Bacteria levels in the influent and influent delivery mechanisms such as, for example, piping and manifolds in any well, shall be <5 cfu/ml. If Contractor Water Technologies is requested to backwash and sanitize a specific media bed after the start of a particular run then Condition a. applies. Furthermore, the detection of bacteria at any level in the influent and influent delivery mechanisms may compromise the media bed life. Therefore, Contractor assumed no responsibility or liability relating to the bacteriological quality of the incoming water or within the wells and shall bear no costs relating to media sterilization due to bacteria in the incoming water or elsewhere in the wells.
- Should any of the sodium, chloride, sulfate, phosphate, silica, specific conductivity, ammonia, total organic carbon, temperature range, temperature peak, and total iron values exceed the feedwater water parameters listed in Exhibit A, the warranted treatment volume will be adjusted and a new Warranty would be provided.

This section 12.1 does not require Agency to do any additional monitoring.

- 12.2 Remedies.** The sole remedy for each of Contractor's vessel that fails to reach 50% of this mix bed guarantee is a full credit for the regeneration cost will be applied to Agency's account. If a vessel reaches 50%-100% throughput, then a pro-rated credit for the regeneration cost will be applied to the Agency's account.

For example, if the throughput is 21,000,000 gallons, then the Agency would only pay for 70% of the price.

12.3 System Operation and Maintenance. Agency agrees, at its own expense, to at all times maintain the system as necessary for Contractor to fulfill its obligations hereunder. The design parameters (system, equipment and peripheral components) must be consistent with sound engineering practice and the system is operated within the design parameters. The system shall be operated and maintained in accordance with the written parameters provided in this supplied Media Bed Life Warranty. The warranty shall be deemed void if the Agency fails to meet the following system conditions:

- The media must be operationally protected against excessive hydraulic changes including, without limitation, water hammer, and rapid pressure swings.
- The system shall not be backwashed or the beds otherwise hydraulically altered once a service run has started, as this will reduce the expected throughput.
- The media must be maintained in a clean condition and must not be contaminated by particulate matter, colloidal or precipitated solids, biological growth or foreign materials (including but not restricted to cationic surfactants, solvents, soluble oils, free oils, lipids, and high molecular weight natural polymers.
- Agency must keep media moist at all times after installation.
- Media loss from the bed will be excluded from this warranty. Without limitation, loss of media due to failure of distributors, media traps, or other procedures are the responsibility of the Agency.
- Warranty does not apply if media bed is removed from service before the throughput is reached. Prematurely removing media for reasons including, without exceeding effluent water specifications, uranium loading or high differential pressure will void the warranty.

12.4 Water Monitoring. Agency is responsible for ensuring that frequent, adequate system performance data are routinely recorded in a systematic format that is regularly reviewed. Agency agrees to provide conductivity data on a daily basis, as well as total volume treated. Agency agrees to make this data available to Contractor on a reasonable basis at Contractor's reasonable request. Contractor reserves the right to obtain copies of calibration records for requested parameters.

12.5 Disputes. Should premature breakthrough occur, Contractor reserves the right to inspect installed media bed to investigate effects of flow characteristics. Inspection will include but not be limited to inspection of top of media bed to

ensure that no visible shifting or channeling has occurred, and the collection of water samples and spent media. Should it be determined by Evoqua that premature breakthrough has occurred due to improper operation, warranty will be void.

- 12.6** THE FOREGOING SETS FORTH CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY WITH RESPECT TO MEDIA BED LIFE. THIS IS NOT A PERFORMANCE GUARANTEE. CONTRACTOR LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE ANNUAL PRICE PAID TO CONTRACTOR UNDER THE CONTRACT. CONTRACTOR RESERVES THE RIGHT TO UPDATE THIS BED LIFE GUARANTEE ON A YEARLY BASIS.

FURTHERMORE, THE DETECTION OF BACTERIA AT ANY LEVEL IN THE INFLUENT AND INFLUENT DELIVERY MECHANISMS MAY COMPROMISE THE BED LIFE. THEREFORE, EVOQUA ASSUMES NO RESPONSIBILITY OR LIABILITY RELATING TO THE BACTERIOLOGICAL QUALITY OF THE INCOMING WATER OR WITHIN THE WELLS AND SHALL BEAR NO COSTS RELATING TO MEDIA STERILIZATION DUE TO BACTERIA IN THE INCOMING WATER OR ELSEWHERE IN THE WELLS.

- 12.7** THE WARRANTIES SET FORTH IN SECTIONS 11 AND 12 ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE

Section 13. 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.

- 13.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 13.2** 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.
- 13.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 13.4** 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.
- 13.5** 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.
- 13.6** 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.
- 13.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 13.8** 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.
- 13.9** 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.
- 13.10** 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 13.1, 13.2, 13.4, 13.5, and 13.6 hereof.

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 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.

- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.*
- 14.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 14.8 Notices.** Any written notice to Contractor shall be sent to:

Evoqua Water Technologies LLC
Attention: Branch Manager
1440 Venture Lane
Turlock, CA 95380

With a Copy to:
Evoqua Water Technologies LL
Attention: General Counsel
210 Sixth Avenue, Suite 3300
Pittsburgh, PA 15222

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

- 14.9 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.
- 14.10 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.
- 14.11 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:
- 14.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 14.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 14.11.3** 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.
 - 14.11.4** 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.

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

14.11.6 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.*

14.12 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.

14.13 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.

14.14 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.

14.15 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.

Section 15. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND EXCEPT FOR INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR DAMAGE TO TANGIBLE PROPERTY TO EXTENT OF CONTRACTOR'S NEGLIGENCE, CONTRACTOR'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED ONE MILLION DOLLARS PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER

THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

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

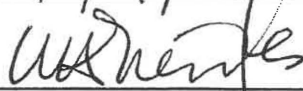
NORTHERN CALIFORNIA POWER AGENCY

EVOQUA WATER TECHNOLOGIES, LLC

Date 11/3/20

Date 10/29/2020





RANDY S. HOWARD,
General Manager

WILLIAM MERTES,
Director of Operations

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Evoqua Water Technologies, LLC ("Contractor") shall provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members:

CT Facilities services to include, but not be limited to the following:

Lodi Energy Center – Condensate Polisher

These units will be provided on a rental and exchange basis that will be charged \$100 per month per vessel rental and \$1,458.00 per exchange. The estimated exchange frequency is one (1) vessel per month but this number could change based on the feedwater to the vessels and resin performance. A minimum of two vessels are to be shipped for regeneration at any one time which will still allow for there to be sufficient resin capacity on site for the demineralization process. One vessel is to be in service, with one in standby and one in on-site inventory.

BOTTLE TYPES AND FUNCTIONS*

Num.	Vessel Size	Resin Type	Bottle Function
5	60 ft3 Steel Vessels	Mixed Bed	Removal of dissolved solids to produce de-ionized water

*Note: These vessels remain the property of Evoqua.

FEEDWATER/TREATED WATER SPECIFICATIONS

I. Condensate polisher feed water characteristics:

Parameter	Feed water	Unit
Sodium	< 3	ug/L
Chloride	< 3	ug/L
Sulfate	< 3	ug/L
Phosphate	< 3	ug/L
Silica	< 10	ug/L
Specific Conductivity	< 30	uS/cm
Ammonia (as NH3)	< 5	mg/L
Total Organic Carbon	< 300	ug/L
Temperature Range, normal	70-120	°F
Temperature - peak during bypass	160 for 30-60 min	°F
Total Iron	< 0.2	mg/L

ii. Treated Water Specification:

Parameter	Feed water	Unit
Sodium	< 1	ug/L
Chloride	< 1	ug/L
Sulfate	< 1	ug/L
Phosphate	< 1	ug/L
Silica	< 5	ug/L
Specific Conductivity	< 0.1	uS/cm
Temperature Range, normal	90	°F
Temperature - peak during bypass	160 for 30-60 min	°F

REGENERATION PROCEDURE QUALITY CONTROL, AND TROUBLESHOOTING

To provide increased reliability based on proximity, Evoqua worked to establish a reliable regeneration procedure specific for the NCPA condensate polisher resin that could be completed at our facility in Milpitas, CA. The general (approximately 8 hour) regeneration procedure is included below. Dedicated NCPA resin is regenerated alone and is not intermingled with our float resin or resin from another customer. The regeneration procedure is proprietary but we can share a more detailed summary upon request.

Procedure

- Vessel arrival and logging
- Resin separation anion/cation
- Inspect individual resin volume
- Add either or both anion and cation resin from NCPA maintained heel if necessary
- NaOH 50% anion soak – Extended
- HCl 36% cation soak – Extended
- Quality Check
 - <5ppb silica
 - >10 meg ohm resistivity

Quality Control and Troubleshooting

NCPA charges are received and segregated from all other resin as the first step to our quality control and tracking. Following the regeneration above, the following steps are completed to ensure that the resin processed meets the quality specification and run length anticipated:

- High purity DI Water rinse
- Measure rinse water for resistivity targeting >10megohm
- When resistivity target is reached – test rinse water for silica target is <5ppb
- Transfer to vessel, apply batch label, and make ready for shipment.

Troubleshooting is a subjective exercise based on the resin application and the issues being observed. However, a general approach to assessing performance includes:

- Interfacing with Operations to determine system performance
- Determining correct vessel resin volumes
- Vessel inlet/outlet water sampling
- Resin capacity testing

To ensure resin capacity, in addition the resin sampling associated with the current short run troubleshooting, we will conduct annual resin sampling before and after regeneration. Samples to be collected in Milpitas and transferred to Rockford for analysis.

A quality control report will be attached to and provided with the return of each vessel. The quality report will document the date and time the regeneration process started and finished, rinse water Silica, resistivity and chlorides, individual resin volumes as received, volume of resin added, heel volume remaining. Failure to provide the quality report will deem the vessel has not been regenerated. No charge will be incurred for such a vessel and it will be sent back unused for regeneration.

Agency's exhausted resin may be stored at Contractor's facility.

Lodi Energy Center – CT2 (STIG) Mixed Bed Polisher

These units and resin will be provided on a rental and exchange basis that will be charged \$265 per month per vessel rental and \$875.00 per exchange. The estimated exchange frequency is not readily predictable but based on historical data, we anticipate two (2) vessels per month. A minimum of two vessels are to be shipped for regeneration at any one time which will still allow for there to be sufficient resin capacity on site for the demineralization process.

BOTTLE TYPES AND FUNCTIONS*

Num.	Vessel Size	Resin Type	Bottle Function
8	60 ft3 Steel Vessels	Mixed Bed	Removal of dissolved solids to produce de-ionized water

*Note: These vessels remain the property of Evoqua.

CT1 – Lodi Peaker / Alameda Peaker Mixed Bed Polisher

These units and resin will be provided on a rental and exchange basis that will be charged \$18.75 per month per bottle rental and \$62.00 per exchange. The estimated exchange frequency is not readily predictable but based on historical data, we anticipate 64 bottles per year.

BOTTLE TYPES AND FUNCTIONS*

Facility	Num.	Bottle Size	Resin Type	Bottle Function
Lodi	16	3.6 ft3 FRP Bottles	Mixed Bed	Removal of dissolved solids to produce de-ionized water
Alameda	16	3.6 ft3 FRP Bottles	Mixed Bed	Removal of dissolved solids to produce de-ionized water

*Note: These vessels remain the property of Evoqua.

Deionized Mixed Bed Vessel and Bottle Specifications

Parameter	Unit	CT2 (STIG)	CT1 Lodi Peaker	CT1 Alameda Peaker
Quantity	No.	6 (4 in svc 2 stby)	12	16
Volume	Cubic Feet	60	3.6	3.6
Resistivity	Meg Ohm/cm	>10	>10	>10
Silica	Ug/L	<20	<20	<20

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:

CT Facilities costs:

<u>Cost Summary</u>	
<u>Item</u>	<u>Estimated Annual Cost</u>
Condensate Polisher Rental	\$6000/year
Condensate Polisher Regen	\$14,175/year
60 cu. ft. DI Vessel Rental	\$25,440/year
60 cu. ft. DI Vessel Regen	\$15,750/year*
3.6 cu. ft DI Vessel Rental	\$7,200/year
<u>Estimated Annual Total Cost</u>	<u>\$68,565/yr</u>

*based on historical exchange frequency

Pricing for services to be performed at other NCPA facilities, 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, William A. Meites

(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

Evoqua Water Technologies, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

William A. Meites

(Signature of officer or agent)

Dated this Oct 29 day of _____, 20 20.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, William A. Meites

(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,

Evoqua Water Technologies, LLC

(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.

William A. Meites
(Signature of officer or agent)

Dated this 08 29 day of _____, 20 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)

EXHIBIT F

Throughput Volume Determination Plan

SUMMARY

Due to the high variability of throughput volumes observed over the past several years, a mutually equitable throughput guarantee could not be determined and included in the current contract renewal. Through review of the data and discussions between Evoqua and NCPA Operations staff, a plan was developed to determine and address the causes of the variability. With the variability addressed, we are confident a mutually agreeable throughput volume guarantee can be determined.

APPROACH

Evoqua observed a recent resin slurry operation, performed by NCPA. At the end of the slurry process, a significant amount of exhausted resin remained in the vessel, visually estimated to be between 10% - 15% of the resin load. Exhausted resin, when later mixed with regenerate resin, will impact the subsequent run by increasing leakage of inorganic constituents. In order to verify that this is the cause of short runs, a mutually-agreed-upon approach was developed to ensure all resin is removed during the slurry process. For the data to be meaningful, the effort will target three consecutive slurry/regeneration events. Historically, for successful runs, the average run time has been about 2.5 months. However, the duration is highly variable based upon plant operation. As a result, the process of generating the necessary data will take several months to complete.

ACTIONS

During each of the next three vessel slurry/regen operations:

- Contact Evoqua prior to initiating sluicing to allow for Evoqua participation
- NCPA to confirm all resin is removed during the sluicing process, preferably with photographs
- Evoqua to grab samples of spent resin prior to and after regeneration for analysis. Analysis will define the level of exhaustion on receipt and validate the efficacy of the regeneration process by measuring the H/OH conversion %.
- Evoqua to photo-verify removal of all resin from transport vessel prior to regeneration.
- Evoqua to quantify that the volume and ratio of spent resin received, and after regeneration. The target regenerated resin volume is 54 cuft with a 2:1 ratio of cation to anion.
- If required, Evoqua will add resin as required to meet the target volume and ratio
- NCPA to track analytical data (NCPA LEC Steam Cycle Chemistry Log) on a periodic basis, as well as total throughput achieved (Condensate Polisher Log) and share that data with Evoqua for mutual verification

Additional step for short run:

- Open 20" manway to inspect resin bed PRIOR to sluicing
- o Due to the high velocity operation, bed mixing is possible, and inspection may provide insight into this possible contributor to a short run

CONCLUSION

Data review after the conclusion of the three controlled vessel change outs will be used to identify a mutually agreeable throughput guarantee.



SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVOQUA WATER TECHNOLOGIES, LLC

This Second Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Evoqua Water Technologies, LLC ("Contractor") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 1, 2020, (the "Agreement") for Contractor to provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on November 12, 2021 to amend the Warranty and Remedies language set forth in Sections 12.1 and 12.2 as well as amend the pricing in Exhibit B; and

WHEREAS, the Agency now desires to amend the language in Section 2.5 Timing for Submittal of Final Invoice of the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2.5 – Timing for Submittal of Final Invoice** is amended and restated to read as follows:

Contractor shall have sixty (60) 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 sixty (60) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency. Additionally, invoices with errors will be returned to Contractor for correction. Contractor shall have thirty (30) days to resubmit corrected invoices. Any invoices not properly corrected or invoices that take longer than thirty (30) days to return, the Contractor is deemed to have waived its right to collect its final payment for the Requested Work from agency.

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

EVOQUA WATER TECHNOLOGIES, LLC

AARON BOLES, Area/District Manager

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.: 14

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting – First Amendment to the Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) locations and Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting for roof and siding seal coating maintenance related services, 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 any facilities owned and/or operated by Agency, its Members, SCPPA, or SCPPA Members.

Background

Various roofing and siding seal coating maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting effective August 21, 2023 for an amount not to exceed \$225,000. The NCPA Hydroelectric facilities currently has a low winning bid for roofing and siding maintenance services in Spring 2025 and will need continued materials and support services for the duration of the work which will quickly exhaust the amount that is currently remaining on the agreement. This amendment will increase the not to exceed amount from \$225,000 to \$1,000,000. This agreement is still available for use at any facility owned and/or operated by the Agency, its Members, SCPPA, or SCPPA Members. NCPA currently has similar vendors including Farwest & Insulation Contracting, Blackhawk Painting (Pending) and Toledo Industrial Coatings (Pending) similar seal coating services.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

MICHAEL DEBORTOLI
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting
- First Amendment to Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
T.A. KRAUSE, INC. DBA T.A. KRAUSE CONSTRUCTION AND CUSTOM PAINTING**

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 T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting, a corporation with its office located at 1551 E. 8 Mile Road, Lodi, CA 95242 ("Contractor") (together sometimes referred to as the "Parties") as of August 21, 2023 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED TWENTY-FIVE THOUSAND** dollars (\$225,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

- 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 Michael DeBortoli, 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:

Troy A. Krause
Vice President
1551 E. 8 Mile Road
Lodi, CA 95242

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

T.A. KRAUSE, INC. DBA T.A. KRAUSE
CONSTRUCTION AND CUSTOM
PAINTING

Date 8/21/23

Date 8-14-2023


RANDY S. HOWARD, General Manager


TROY A. KRAUSE, Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting ("Contractor") shall provide routine, recurring, and usual maintenance, including but not limited to miscellaneous roofing and siding maintenance, application of sealant, primer, and coating, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Authority ("SCPPA"), or SCPPA Members.

The Scope of Work under this Agreement does not include work that would qualify as a Public Works Project under the California Public Contract Code and guidelines established by the State of California.

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:

2023 Labor & Material Rates

Labor: \$125.00 per man hour

Materials: Cost plus 15%

Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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,

Troy A Krause

(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

T.A. KRAUSE

(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.

Troy A Krause
(Signature of officer or agent)

Dated this 14 day of August, 20 23.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Troy A Krause,

(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,

T.A. KRAUSE

(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.

Troy A Krause
(Signature of officer or agent)

Dated this 14th day of August, 2023

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

EXHIBIT E

ATTACHMENT A [from MLA] AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED: 8-14-2023

Name of Employer

T.A. KRAUSE

Troy A Krause VP

(Authorized Officer & Title)

Troy A Krause

(Address)

1551 E. Eight mile Rd
Lodi, CA. 95242



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND T.A. KRAUSE, INC. DBA T.A. KRAUSE
CONSTRUCTION AND CUSTOM PAINTING**

This First Amendment (“Amendment”) to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective August 21, 2023, (the “Agreement”) for Contractor to provide roofing and siding maintenance and coating services at any facilities owned or operated by the Agency, NCPA 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 Agency now desires to amend Exhibit B entitled “Compensation Schedule and Hourly Fees” to reflect updated rates for the 2025 calendar year; 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 (\$1,000,000.00) 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. **Exhibit B—COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

T.A. KRAUSE, INC. DBA T.A. KRAUSE
CONSTRCUTION AND CUSTOM PAINTING

TROY A. KRAUSE, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

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:

2025 Labor & Material Rates

Labor: \$165.00.00 per man hour

Materials: Cost plus 15%

Upon 30 days' advance notice and no more than once each calendar year, T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this agreement. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

Pricing for services to be performed at NCPA Member or SPPA 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.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: American Equipment Systems, LLC dba Allied Crane – 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.

Proposal

Approve the First Amendment to the existing five-year Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane for crane inspections and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$750,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Crane inspections and maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane effective May 2, 2024 for an amount not to exceed \$225,000 for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has primarily been used by the Geothermal Facility for crane inspections and maintenance services and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not-to-exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with GP Crane & Hoist Services, Maxim Crane Works, GM Crane Services, Inc., and Konecranes, 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 not-to-exceed amount of the agreement will increase from \$225,000 to \$750,000 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:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane
- First Amendment to Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AMERICAN EQUIPMENT SYSTEMS, LLC DBA ALLIED CRANE**

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 American Equipment Systems, LLC dba Allied Crane, a California limited liability company, with its office located at 855 North Parkside Drive, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of May 2, 2024 ("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 ten (10) business days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work or begins to perform the Requested Work, then

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED TWENTY-FIVE THOUSAND** dollars (\$225,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident. An alternate employer endorsement shall be endorsed to the Workers' Compensation coverage naming Agency as an alternate employer.

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally omitted.

4.4 Riggers Liability Insurance. If the Services involve moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.

4.5 Pollution Insurance. Intentionally omitted.

4.6 All Policies Requirements.

4.6.1 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.

4.6.2 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.

4.6.3 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.

4.6.4 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 4.6.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.6.5 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify and hold harmless the Agency, and its Commissioners, officers, employees, and agents from and against all losses, claims, damages and expenses arising out of or resulting from performance of Work, provided that such loss, claim, damage, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the Work itself) but only to the extent attributable to the negligent or other wrongful acts or omissions of the Contractor, its officers, agents, and employees, except as caused by the active negligence of Agency, and its officers, Commissioners, employees, and agents. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF 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 thirty (30) 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 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 Generation Services, 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:

Tim Costa
Division Manager
American Equipment Systems LLC dba Allied Crane
855 North Parkside Drive
Pittsburg, CA 94565

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 sixty (60) 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

AMERICAN EQUIPMENT SYSTEMS LLC
DBA ALLIED CRANE

Date 5/2/24

Date May 2, 2024

Randy S. Howard
RANDY S. HOWARD, General Manager

Tim Costa
Tim Costa (May 2, 2024 08:59 PDT)
TIM COSTA, Division Manager

Attest:
Carrie Co. Poff
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

American Equipment Systems, LLC dba Allied Crane ("Contractor") shall provide routine, recurring, and usual maintenance crane services, for the preservation, protection and keeping of facilities in a safe and continually usable condition, as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by the Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members, including:

- Crane inspections;
- Crane services and maintenance, as needed.

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:



ALLIED CRANE PRICING EFFECTIVE: 01/01/2024

Straight Time per hour	\$ 145.00
Over time per hour	\$ 195.00
Double/Premium Time per hour	\$ 261.00

ALLIED CRANE RENTAL EQUIPMENT PRICING

19' Scissor Lift	\$ 200/day
31' Scissor Lift	\$ 300/day
Hand Crank Genie Lift	\$ 75/day
Rented equipment from rental companies	Net Cost Divide By .80
Test Weights	\$25 / Ton /Day
Allied Equipment Trailer	\$ 500 Round Trip
Flatbed Rental	\$ 150.00 / Day
Mileage	Per current IRS rate.
The first 30 miles no charge.	

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

Upon 30 days advance notice and no more than once each calendar year, GEI may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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,

(Tim Costa, Division Manager)

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

(American Equipment Systems, LLC dba Allied Crane)

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.

Tim Costa

Tim Costa (May 2, 2024 08:59 PDT)

(Tim Costa, Division Manager)

Dated this May 2, 2024 day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED: May 2, 2024

Name of Employer

American Equipment Systems DBA Allied Crane

Tim Costa
Tim Costa (May 2, 2024 08:59 PDT)
(Tim Costa, Division Manager)

(Address)
855 North Parkside Drive
Pittsburg, CA 94565

Allied_Crane_ MTGSA_2023

Final Audit Report

2024-05-02

Created:	2024-05-01
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtoGyLiPgU6r8_-om_bYkG0oyAc-m4Ive


"Allied_Crane_ MTGSA_2023" History

 Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)

2024-05-01 - 10:03:00 PM GMT- IP address: 66.60.185.199

 Document emailed to tim@amquipinc.com for signature

2024-05-01 - 10:04:19 PM GMT

 Email viewed by tim@amquipinc.com

2024-05-02 - 3:55:55 PM GMT- IP address: 3.80.81.176

 Signer tim@amquipinc.com entered name at signing as Tim Costa

2024-05-02 - 3:59:23 PM GMT- IP address: 12.203.67.98

 Document e-signed by Tim Costa (tim@amquipinc.com)

Signature Date: 2024-05-02 - 3:59:25 PM GMT - Time Source: server- IP address: 12.203.67.98

 Agreement completed.

2024-05-02 - 3:59:25 PM GMT



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AMERICAN EQUIPMENT SYSTEMS, LLC DBA ALLIED CRANE**

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and American Equipment Systems LLC dba Allied Crane (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective May 2, 2024, (the “Agreement”) for American Equipment Systems LLC dba Allied Crane to provide crane inspections and maintenance services for the Agency, Agency Members, the 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 \$750,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled “Compensation Schedule and Hourly Fees” to reflect updated rates for the 2025 calendar year; 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 SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) 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. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.

///

///

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

AMERICAN EQUIPMENT SYSTEMS LLC
DBA ALLIED CRANE

TIM COSTA, Division Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

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:



ALLIED CRANE PRICING EFFECTIVE: 01/01/2025

Straight Time per hour	\$ 160.00
Over time per hour	\$ 216.00
Double/Premium Time per hour	\$ 288.00

ALLIED CRANE RENTAL EQUIPMENT PRICING

19' Scissor Lift	\$ 200/day
31" Scissor Lift	\$ 300/day
Hand Crank Genie Lift	\$ 75/day
Rented equipment from rental companies	Net Cost Divide By .80
Test Weights	\$25 / Ton /Day
Allied Equipment Trailer	\$ 500 Round Trip
Flatbed Rental	\$ 250.00 / Day
Mileage	.70 per mile – Per Current IRS Rate

Upon 30 days' advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 16

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: American Equipment Systems, LLC dba Allied Crane – 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.

Proposal

Approve the First Amendment to the existing five-year Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane for crane inspections and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$750,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Crane inspections and maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane effective May 2, 2024 for an amount not to exceed \$225,000 for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has primarily been used by the Geothermal Facility for crane inspections and maintenance services and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not-to-exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with GP Crane & Hoist Services, Maxim Crane Works, GM Crane Services, Inc., and Konecranes, 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 not-to-exceed amount of the agreement will increase from \$225,000 to \$750,000 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:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane
- First Amendment to Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane



MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND KENMAR INSTRUMENTATION SERVICES LLC

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 KenMar Instrumentation Services LLC, a California limited liability company with its office located at 12740 Earhart Avenue, Auburn, CA 95602 ("Contractor") (together sometimes referred to as the "Parties") as of June 25, 2024 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED TWENTY-FIVE THOUSAND** dollars (\$225,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor.

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 Generation Services, 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:

Margery A. Cook
President
KenMar Instrumentation Services LLC
2945 Bell Road, PMB 259
Auburn, CA 95603

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 Reserved.

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

KENMAR INSTRUMENTATION SERVICES
LLC

Date 6/25/2024

Date Jun 25, 2024


RANDY S. HOWARD, General Manager


MARGERY A. COOK, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

KenMar Instrumentation Services, LLC ("Consultant") shall provide predictive maintenance testing services or vibration monitoring system support as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Annual Maintenance
- Turnaround Maintenance
- Verification
- Troubleshooting
- Upgrades
- Emergency Call Out
- System Calibration
- System Verification
- Data Collection
- Onsite System Training
- Predictive Maintenance Programs
- Vibration Analysis

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:

KenMar Instrumentation Services LLC Current US Services Rate Schedule

Hourly Base Rates

Travel:	\$100.00
Standby (Off-site, but on-call):	\$100.00
Labor with a Contractual Agreement:	\$195.00
Labor without a Contract:	\$210.00

Rate Multipliers for Base Rates

- 1.0 x Base Rate: Applies to first 8 hours, Monday through Friday - non-holidays only.
- 1.5 x Base Rate: Applies Monday through Friday after first 8 hours, but less than 12 consecutive hours; and on Saturdays for the first 12 hours onsite non-holidays only.
- 2.0 x Base Rate: Applies to Sundays, Holidays, and after 12 consecutive hours Monday through Saturday.

Expenses

Travel Expenses: (Airfare, Lodging, etc.)	Cost plus 15%
Per Diem: (10 or more hours, or overnight stay)	\$65/per day
Half-day Per Diem: (less than 10 hours)	\$35/per day
Parts/Materials/Subcontractor:	Cost plus 15%
Mileage:	IRS Rate
Emergency Call Out:	\$500.00

Minimum Charge: Four (4) hours Labor, Travel, Expenses, and Half-day Per Diem.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

Margery Cook

(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

KenMar Instrumentation Services LLC
(Company Name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this Jun 25, 2024 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)








Kenmar_Instrumentation_Services_MTGSA_2024

Final Audit Report

2024-06-25

Created:	2024-06-12
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqPGRzcJHDuexkopMI7CyyWgu1RAo2_w

"Kenmar_Instrumentation_Services_MTGSA_2024" History

-  Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
2024-06-12 - 7:16:57 PM GMT- IP address: 66.60.185.199
-  Document emailed to Margery Cook (margerycook@kenmarllc.com) for signature
2024-06-12 - 7:17:55 PM GMT
-  Email viewed by Margery Cook (margerycook@kenmarllc.com)
2024-06-12 - 7:18:48 PM GMT- IP address: 23.122.225.95
-  New document URL requested by Margery Cook (margerycook@kenmarllc.com)
2024-06-25 - 4:49:18 PM GMT- IP address: 23.122.225.95
-  Email viewed by Margery Cook (margerycook@kenmarllc.com)
2024-06-25 - 4:50:25 PM GMT- IP address: 23.122.225.95
-  Document e-signed by Margery Cook (margerycook@kenmarllc.com)
Signature Date: 2024-06-25 - 4:52:00 PM GMT - Time Source: server- IP address: 23.122.225.95
-  Agreement completed.
2024-06-25 - 4:52:00 PM GMT

Michelle Schellentrager

From: Carrie Pollo
Sent: Thursday, June 13, 2024 12:36 PM
To: *All HQ Staff
Subject: Signature Authority for Randy Howard

Follow Up Flag: Follow up
Flag Status: Completed

Hi All,

Randy Howard will be out of the office June 13 – July 3, 2024. During this time Monty Hanks will have signature authority on his behalf.

Thank you,

Carrie Pollo
Executive Assistant to the General Manager

Northern California Power Agency

A Public Agency
651 Commerce Drive
Roseville, CA 95678-6420
(916) 781-4202
(916) 783-7693 FAX
www.ncpa.com



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KENMAR INSTRUMENTATION SERVICES LLC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and KenMar Instrumentation Services LLC ("Contractor") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 25, 2024, (the "Agreement") for KenMar Instrumentation Services LLC to provide predictive maintenance testing services or vibration monitoring system support services at any facilities owned and/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 \$750,000; 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 SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) 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.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

KENMAR INSTRUMENTATION SERVICES
LLC

MARGERY A. COOK, 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 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: American Safety Services, Inc. – Five Year Multi-Task Services Agreement;
Applicable to the following projects: All NCPA locations and Members, SCPPA,
and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with American Safety Services, Inc for rescue response related services, 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 all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Rescue response related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA 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 Northern Industrial Construction and Rescue Solutions, LLC.

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 to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with American Safety Services, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AMERICAN SAFETY SERVICES, 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 American Safety Services, Inc., a corporation with its office located at 3215 Fruitvale Avenue, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. 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 Generation Services, 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:

Scott W. King
Operations Manager
American Safety Services, Inc.
3215 Fruitvale Avenue
Bakersfield, CA 93308
Scott@americansafetyservices.com

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

AMERICAN SAFETY SERVICES, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

SCOTT W. KING, Operations Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

American Safety Services, Inc. ("Contractor") shall provide rescue response related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPPA members.

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

- Confined Space Rescue Support
- Safety Training and Consulting

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:

Rates:

Description	ST	OT	DT
1-Man Onsite Technical Rescue/EMT Team	\$95.00/hr	\$142.50/hr	\$190.00/hr
Daily 1-Rescue Equipment Package	\$200 Lump Sum		
Mileage – Port to Port	\$1.15/mile		
Technician Rate Drive to and from Clear Lake	\$45.00/hr		

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

Rates subject to change if Prevailing Rates change.

Upon 30 days advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

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.: 18

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Thermal Engineering International (USA), Inc. – Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Thermal Engineering International (USA), Inc. for Condenser related services and materials, 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, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various Condenser related services and materials are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with HRST, Inc. and Nooter Eriksen.

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:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Thermal Engineering International (USA), Inc.



**MULTI-TASK GENERAL SERVICES AGREEMENT
AND AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
THERMAL ENGINEERING INTERNATIONAL (USA), INC**

This agreement for general services and purchase of equipment, materials, and supplies ("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 Thermal Engineering International (USA), Inc., a Delaware corporation, with its office located at 18000 Studebaker Road, Suite 400, Cerritos, CA 90703 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("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 equipment, materials, and supplies ("Goods") and/or the range of services ("Services") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both Services and Goods collectively referred to as "Work" herein). Unless otherwise specified in the applicable Purchase Order, Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the delivery of the Goods according to the delivery term in the Purchase Order. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 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 Services at the site. 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 will include Work directly to the Agency.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap or monetary

cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have ten 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, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** ONE MILLIONS dollars (\$1,000,000.00) 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.

For Services: 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.

For Goods: Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

Year end invoicing: Agency's year end is June 30th each year. In order to provide timely payment for Services and Goods provided in June, Agency requests expedited invoicing as early as possible in July for any outstanding Services and Goods provided in Agency's previous fiscal year.

All invoices shall be sent to:

Northern California Power Agency

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

- 2.2 Monthly Payment.** Agency shall make payments, based on invoices received, for Work satisfactorily performed and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. 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 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 coverage shall provide a limit of \$2,000,000 per occurrence/\$2,000,000 aggregate that can be met through a combination

of the policy and an umbrella or excess liability policy. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) or an equivalent on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$250,000. 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 coverage shall provide a limit of \$2,000,000 per each accident that can be met through a combination of the policy and an umbrella or excess liability policy, with a self-insured retention or deductible of no more than \$250,000. 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 amount for General Commercial Liability and automobile liability specified above in Sections 4.2.1 and 4.2.2 shall be supplemented by an umbrella policy for \$1,000,000. Furthermore, the coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

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

4.4 Pollution Insurance. Intentionally left blank.

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 4.5, 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 Reserved.**
- 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 referred to in 5.2 below, whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2** **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all third-party claims (Agency's employees are considered third parties for purposes of this indemnity), to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

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 directly imposed on Agency by a governmental authority due to Contractor's violation of law or regulations 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, as commercially reasonable, fully insured as set forth under Section 4, to Agency's reasonable satisfaction. Contractor must obtain approval from Agency for any subcontractor that cannot meet the insurance requirements stated in this Agreement prior to that subcontractor performing any work.

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. Contractor will not be transporting hazardous materials and thus, will not be executing Exhibit D.

6.6 Maintenance Labor Agreement. Contractor will not perform construction, repair and/or maintenance projects onsite or as part of a Public Works Contract that would require Contractor to execute Exhibit E

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 DIR Registration.** Work conducted on NCPA's site by Contractor is limited to engineering and consulting work that is not associated with a Public Works Project as defined in California statutes or otherwise subject to monitoring by DIR.
- 7.5 This Agreement is limited to procurement of equipment and materials, engineering and consulting services not associated with a formal Public Works project and thus, will not be registered with DIR.**
- 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 work at the Agency's site. 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 at the Agency's site 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 at the Agency's site 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 at the Agency's site, 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 for fines and penalties directly imposed on Agency by a governmental authority due to Contractor's violation of law or regulations 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.

If applicable, 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 at the Agency's site 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 for convenience, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination, including work in progress, the costs of any non-returnable materials purchased by Contractor in connection with the Work, any vendor cancellation charges payable by Contractor as a result of Agency's termination and any other costs or expense directly related to termination, including reasonable overhead, administration and profit; 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 and fails to commence to cure the same within ten (10) days of receipt of written notice thereof from Agency (or such longer time to which Agency agrees), 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.

- 8.5 **Options upon Breach by Agency.** In the event of a material default of any payment obligations by Agency (which does not include non-payment of any portion of invoices disputed in good faith), Contractor may, and upon written notice providing a ten (10) days cure period, terminate the Agreement for default.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** Contractor hereby grants to Agency a non-exclusive, irrevocable (except for breach of this license or non-payment) non-assignable, royalty-free license under all intellectual property rights and other proprietary information embodied in 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 (collectively, the "Deliverables") for the limited purposes of installation, operation and maintenance of the equipment or any components thereof to be supplied by Contractor. Agency acknowledges that the Deliverables shall not be deemed work-for-hire and that Contractor retains the exclusive ownership of all intellectual property rights to the Deliverables. Contractor hereby agrees to deliver those Deliverables 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. While present at the Project site, Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency 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. (a) FOR SERVICES:** Contractor warrants that Services hereunder shall be performed in a workmanlike manner in accordance with prudent electrical utility standards and with the degree of skill, competence and care customarily exercised by a skilled service provider under similar circumstances. The Services shall be free from defects and conform with applicable codes and standards and any technical requirements specified in a Purchase Order. Contractor shall perform Services in accordance with applicable federal, state, and local laws, rules and regulations of this Agreement. The warranty for Services shall apply for a period of twelve (12) months from Contractor's completion of the Services.
- (B) FOR GOODS:** Contractor warrants that all Goods are free from defects in material or workmanship; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose expressly stated in the technical requirements in any specification under this Agreement; and are not subject to any liens or encumbrances, provided Agency has made all payment due to Contractor under this Agreement. Contractor shall provide all Goods in accordance with any technical requirements and/or specifications included in a Purchase Order, all with the degree of high quality and workmanship expected from skilled service provider in the electric power industry engaged in the practice of providing materials and supplies of a similar nature. The warranty for Goods shall apply for a period of twelve (12) months from the date of delivery of the Goods to the Agency.
- 11.2 Deficiencies in Work. (A) FOR SERVICES:** Contractor shall be obligated at its own expense to reperform, upon receipt of Agency's written notice, all further work which may be required to correct any deficiencies which result from Contractor's failure to perform any work in accordance with 11.1 (A) above. **(B) FOR GOODS:** If the equipment provided by Contractor under this Agreement fails due to defects in material and/or workmanship, Contractor shall, at its own expense and option, upon any reasonable written notice from Agency, replace or repair the the defective Goods to conform with 11.1 (B) above. The foregoing shall be Contractor's sole liability and Agency's sole and exclusive remedy for breach of such warranty in 11.1 (B) or for other claims arising under this Agreement for defective Work for any cause whatsoever. Removal and reinstallation expense and/or work and transportation costs are not part of this warranty and are to Agency's account unless Contractor was paid to perform such removal and/or installation as part of the Work and/or if transportation costs were included in the cost of the Goods. Items of equipment or material repaired, rebuilt or modified by Agency or other third party without Contractor's consent carries no warranty, either express or implied. This warranty does not cover the

effects of: (a) normal wear or abuse of the equipment; (b) abrasion, fouling, accident, erosion or corrosion (unrelated to Contractor's design), wet steam impingement, pulsation or vibration in excess of the specifications; (c) repairs or modifications that were not authorized by the Contractor; (d) improper storage, installation, operation or maintenance; or (e) operation under conditions other than in accordance with specifications or good industry practice and recognized engineering standards. This warranty is conditioned upon prompt notice of the particular defect within 7 days of discovery, free and clear access to the Work at the installation site unless Contractor was paid to create free and clear access to the Work at the installation site, and no further damage to the equipment from acts of Agency or third parties after discovery of the defects. CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED EXCEPT AS SET FORTH IN THE ORDER. THIS WARRANTY IS SOLE AND EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

11.3 [Not used]

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, as commercially reasonable, 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.

Section 13 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Thermal Engineering International (USA), Inc.
Attention: Legal Department
4 Centerpointe Drive, Suite 400
La Palma, CA 90623

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.

13.16 Force Majeure. Either party shall not be liable as a result of any delay in performing its obligation or any cause which is beyond the reasonable control of the affected party, whether of a similar or dissimilar nature ("Force Majeure Event"). Within 7 days of becoming aware of the occurrence of a Force Majeure Event, the affected Party will provide the other Party written notice of the occurrence of such Force Majeure Event related to a Purchase Order, including supporting evidence. Such affected Party's obligations under the Purchase Order will be suspended for the duration of the Force Majeure Event. Should the Force Majeure Event last longer or is expected to last longer than 30 days, Agency and Contractor shall meet and confer on potential alternative solutions and regardless of the discussions, Agency may terminate the Purchase Order for convenience. Within 7 days of the end of the Force Majeure Event, the affected Party will remedy such situation and resume the full performance of its obligations under this Agreement and the applicable Purchase Order. A Force Majeure Event shall entitle the affected Party to a schedule extension for the amount of time necessary to overcome the delay as long as Contractor has provided a schedule for completion of the Work that is acceptable to Agency in Agency's reasonable discretion. Such affected Party will continue performance of any obligation not affected by the Force Majeure Event.

13.17 Limitations of Liability. In no event shall either party hereto be liable to the other party for consequential, special or indirect damages, including but not limited to damages or losses due to business interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Except for (i) Contractor's indemnity obligations under Sections 5 and 6 above or (ii) damages incurred by Agency arising out of Contractor's gross negligence, willful misconduct or fraud, Contractor's liability to Agency for physical work on including new parts or a new condenser will be limited to proceeds of insurance not to exceed the insurance limits contained in Section 4 of this Agreement. Except for personal injury or property damage to third parties, in no event shall Contractor's aggregate liability to Agency for inspection services exceed the value of the Purchase Order under which the inspection occurred. .

The term "gross negligence" means an act or omission: (a) which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of deliberately assumed risk, considering the probability and magnitude of the potential harm to others; and (b) of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

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

NORTHERN CALIFORNIA POWER AGENCY

THERMAL ENGINEERING
INTERNATIONAL (USA), INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

KEN D. MURAKOSHI
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Thermal Engineering International (USA), Inc. ("Contractor") shall provide condenser related services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

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

- Field technical assistance (FTA) on condenser related maintenance and modifications
- Visual Inspections
 - Condenser
 - Shell & Tube Heat Exchanger
- Non Destructive Examinations (NDE)
 - Ultra Sonic Testing (UT)
 - Phase Array Ultrasonic Testing (PAUT)
 - Eddy Current Testing (ECT)
 - Remote Field Testing (RFT)
 - Vacuum Leak Testing
- Engineering and Design
- Component Purchases (regular and routine)
 - Condenser
 - Condenser Tubes
 - Tube Stakes
 - Stainless Steel Shields
 - Carbon Steel Impingement Angles for Tubes

At the request of Agency, Contractor shall also supply:

- Parts as requested.

Activities not allowed:

1. Contractor shall not transport hazardous materials to the site that would require Contractor to execute Exhibit D.
2. Contractor shall not perform construction, repair and/or maintenance projects onsite or as part of a Public Works Contract that would require Contractor to execute Exhibit E.
3. No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.
4. Work conducted on NCPA's site by Contractor is limited to engineering and consulting work that is not associated with a Public Works Project as defined in California statutes or otherwise subject to monitoring by DIR.

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:



TIME AND MATERIAL HOURLY RATES				
Proposal No.				
Owner				
Plant				
Valid From	7/24/2024	Valid Until	12/31/2024	
LABOR RATES				
	Straight Time	Overtime	Doubletime	Per Diem
Field Technician Labor	\$120.00	\$180.00	\$240.00	\$75.00
Field Technician Specialist Labor	\$134.00	\$201.00	\$268.00	\$75.00
Field Service Engineer	\$178.00	\$267.00	\$356.00	\$75.00
Project Management	\$198.00	\$297.00	\$396.00	\$75.00
Project Design Engineering	\$178.00	\$267.00	\$356.00	\$75.00
Design Drafting	\$127.00	\$190.50	\$254.00	\$75.00
Procurement	\$108.00	\$162.00	\$216.00	\$75.00
Quality Engineer	\$134.00	\$201.00	\$268.00	\$75.00
Safety Professional	\$120.00	\$180.00	\$240.00	\$75.00
Administration	\$68.00	\$102.00	\$136.00	\$75.00
NOTES				
1. The straight time rate is based on a normal work day defined as an eight (8) hours per day, forty (40) hours per week, Monday - Friday.				
2. All time worked in excess of 8 hours per day, or forty (40) hours per week, Monday - Friday will be at the overtime rate. All time worked on Saturday will be at the overtime rate. All time worked on Sundays and holidays will be at the double time rate.				
3. Travel time will be billed in accordance with Notes 1 and 2 above.				
4. Per Diem will be paid daily, only to those employees living outside of a fifty (50) mile radius of the plant location.				
5. Report preparation time, when authorized, will be invoiced at the daily base rate, pro-rated on actual hours incurred.				

Services will be quoted at the time they are requested.

Upon 30 days' advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

Thermal Engineering International (USA), Inc.

(Company name)

for contract work at

(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 establishes 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.: 19

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Northern California Power Agency's Casualty Insurance Program
Renewal for March 2025 to March 2026

Proposal

LEC PPC delegates authority to the General Manager or his designee to negotiate and bind the Casualty Insurance program for the term starting March 1, 2025, and ending March 1, 2026, at a not-to-exceed premium of \$230,000 for the Lodi Energy Center.

Background

Alliant Insurance Services has aggressively marketed the primary liability program to ensure best-in-class pricing, terms, and conditions. Based on market feedback, Alliant estimates an increase of 15% for this renewal over the expiring policy. Staff recommends that the LEC PPC establish a not-to-exceed of \$230,000 to provide sufficient headroom for the General Manager to bind coverage.

Fiscal Impact

The total cost to renew the Casualty Insurance program is estimated not-to-exceed \$230,000. This amount is already included in the Risk Management budget; no budget augmentation is required.

Coverage	2024 Actuals	2025 Estimates	Increase (%)
AEGIS- \$35M x \$200k	200,000	230,000	15%

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:

Randall Kramer
Energy Risk Analyst



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 20

Meeting Date: February 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Revision to Exhibit 5 of PMOA Agreement Schedule 1.00

Proposal

Adopt revision of PMOA Exhibit 5 of Schedule 1.00 for revised 2025 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 recently completed its 2025 budget stakeholder process that increases the CAISO's GMC revenue requirement by \$36.6 million for 2025 based on a higher O&M budget and capital contribution.

The 2025 GMC rates applicable to the bid calculation for the LEC Project are indicated in the table below. These rates became effective on January 1, 2025.

Charge Code	CAISO GMC Charge Code Name	2024 Rate	2025 Rate	Difference	Unit of Measure
4560	GMC - Market Services Charge	\$0.1376	\$0.1615	\$0.0239	Awarded Schedules (MWh)
4561	GMC - System Operations Charge	\$0.2127	\$0.2391	\$0.0264	Metered Energy (MWh)
		\$0.3503	\$0.4006	\$0.0503	

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.

Recommendation

NCPA staff recommend that the PPC pass a motion authorizing adopting the revised PMOA Exhibit 5 of Schedule 1.00 for the revised 2025 CAISO Grid Management Charge (GMC) rates.

Submitted by:

ROBERT W. CARACRISTI
Manager,
Information Services and Power Settlements

Attachments: (1)

- Red-lined version of PMOA 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:

Market Charge Code	CAISO Charge Code Name	Rate	Unit of Measure
4560	GMC - Market Services Charge	\$.1615	per MWh
4561	GMC - System Operations Charge	\$.2391	per MWh
Total GMC Amount		<u><u>\$.4006</u></u>	per MWh

Schedule 1.00 Exhibit 5
LEC Project Management and Operations Agreement
PPC Approved
Effective 01/01/2024



LEC FY2026 Proposed Budget

Rafael Santana
Plant Manager
2/10/2025

Contents

- Assumptions
- FY2026 Proposed Budget
- Trend, Routine O&M with Labor
- FY2026 Proposed Projects
 - Overview and Cost Breakdown
 - O&M Projects
 - Capital Projects
 - Maintenance Reserve Projects
 - Description and Justification of Each Proposed Project
- 10-Year Project Forecast
 - Schedule and Cost
 - Trend, Project Expenditures Including Maintenance Reserve

Assumptions

	FY 2025	FY 2026		
Energy Production				
MWHrs	1,127,248	925,692	-18%	Lower MWHr's Projection and lower Avg. pricing
Avg Rate (\$/MWHr)	95.28	84.54	-11%	
Fuel				
mmBTU	8,288,573	6,827,187	-18%	Lower MMBtu Projection and lower fuel pricing
Avg Rate (\$/mmBTU)	9.36	6.87	-27%	
Operations				
Hours On-line	4,166	3,365	-19%	Decreased online hours and starts
Starts	250	229	-8%	
Avg Output (MW)	271	275	1%	

* FY26 has a 1-Month Planned outage (April)

FY 2026 – LEC VOM Impact

PMOA Schedule 1 Exhibit 2

VOM Impact	Approved 2025 VOM	Proposed 2026 VOM	Percent Change
Variable Cost	(\$/MWhr)	(\$/MWhr)	
Operations	1.01	1.01	0.0%
LTSA-\$/MWhr	2.54	2.63	3.5%
Maintenance Reserve Variable	0.22	0.22	0.0%
Total	3.77	3.86	2.4%
LTSA-\$/Start		16,271	
Forecasted Starts		229.00	
Forecasted Generation (MWhr)	1,127,248	925,692	-17.9%

Due to the rate and budget changes that occur each year, the variable costs should be updated to reflect the approved budget. The Variable Costs are used in the bidding of the unit to CAISO and are approved in the PMOA. The table above represents the changes required to revise the PMOA Schedule for FY2026.

FY 2026 – LEC Budget

	FY 2024 Budget	FY 2024 Actual	FY 2025 Budget	Proposed FY 2026 Budget	Increase/ (Decrease)
Routine Variable Costs					
Variable O&M	4,837,398	3,701,079	5,616,489	5,055,090	-561,399
Fuel & LDC Cost	71,517,913	39,049,475	77,589,905	46,956,205	-30,633,700
GHG Allowance Costs	13,984,733	14,661,949	18,130,063	14,152,916	-3,977,147
CA ISO Charges (variable)	675,245	497,506	675,952	364,723	(\$311,229)
CA ISO Energy Purchases (variables)	688,425	2,530,976	2,876,697	390,117	(2,486,580)
Routine Variable Costs	91,703,714	60,440,985	104,889,106	66,919,051	-37,970,055
MWHR	1,303,566	926,277	1,127,248	925,692	-201,556
Routine Fixed Costs					
Fixed	3,350,082	4,230,549	3,587,692	3,748,985	\$161,293
Administration	188,173	120,030	188,345	198,583	\$10,238
Mandatory Costs	374,870	748,726	386,269	394,255	\$7,986
Inventory	500,000	302,475	450,000	500,000	\$50,000
Total Routine Fixed Costs (without labor)	4,413,125	5,401,780	4,612,306	4,841,823	229,517
Labor	6,167,244	6,167,833	6,650,919	7,293,504	\$642,585
Non-Variable Routine Total	10,580,369	11,569,613	11,263,225	12,135,327	872,102
Total Routine O&M Costs	102,284,083	72,010,598	116,152,331	79,054,378	-37,097,953

Overall routine variable cost down by 10%

17% Decrease in MWhr production

Fixed cost up by 5%
Inventory up for purchasing single point failure critical equipment

9.6% Increase (new MOU, cost of living adjustments)

FY 2026 – LEC Budget

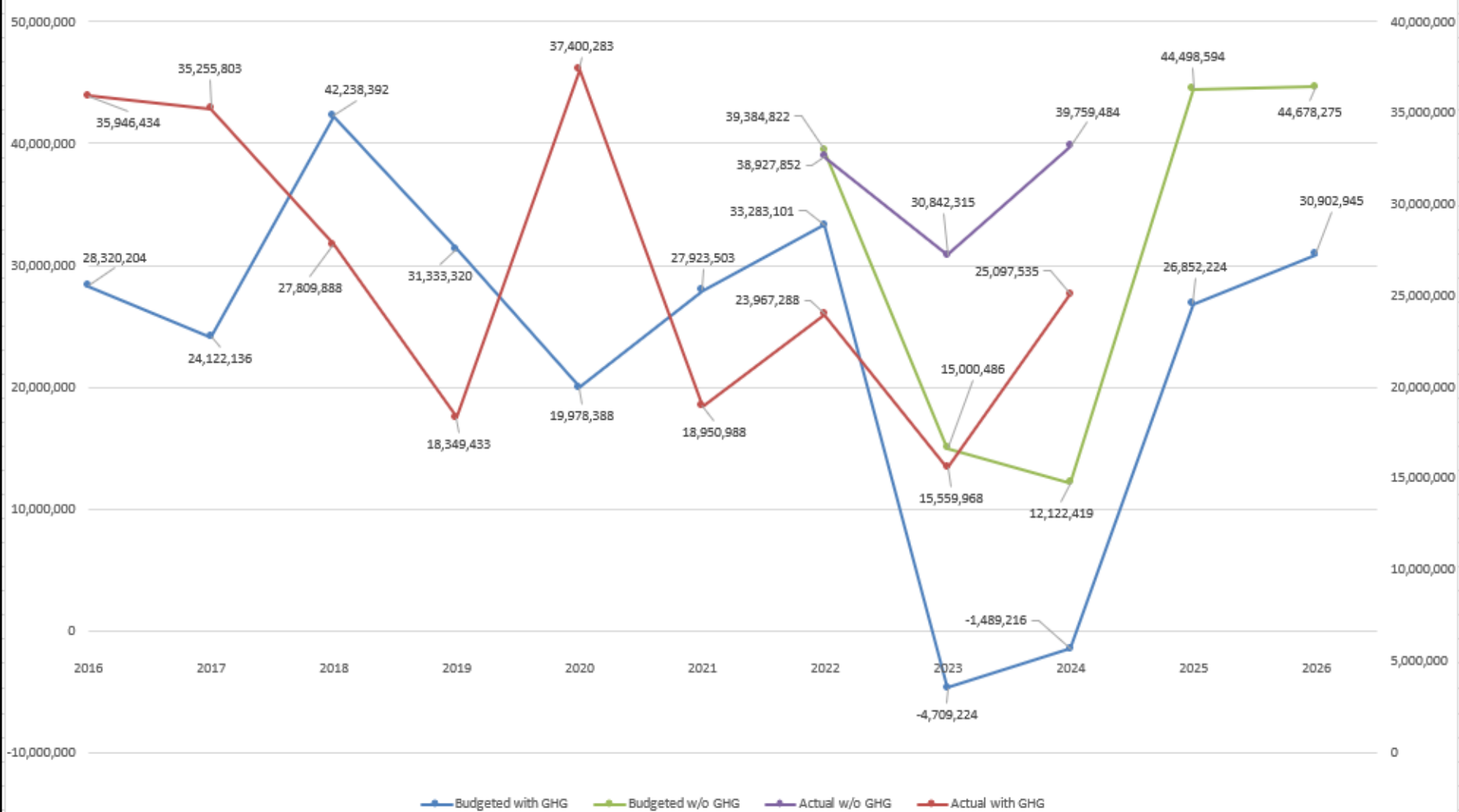
	FY 2024 Budget	FY 2024 Actual	FY 2025 Budget	Proposed FY 2026 Budget	Increase/ (Decrease)
Total Routine O&M Costs	102,284,083	72,010,598	116,152,331	79,054,378	-37,097,953
Other Costs					
Debt Service	25,992,239	25,992,237	26,017,868	26,311,313	293,445
Insurance	1,751,712	1,567,993	1,849,532	2,298,510	448,978
Other Costs	176,665	43,297	196,244	122,000	(74,244)
Generation Services Shared	393,387	411,489	504,061	465,572	(38,489)
Administrative & General	2,285,971	2,327,822	2,674,401	2,884,661	210,260
Power Management Allocated Costs	1,505,071	1,486,114	1,912,958	1,912,958	0
Total Other Costs	32,105,045	31,828,952	33,155,064	33,995,014	839,950
Total O&M Costs	134,389,128	103,839,550	149,307,395	113,049,392	(36,258,003)
Projects					
Operations & Maintenance	1,698,529	3,012,560	1,746,778	2,527,969	781,191
Capital	45,000	33,750	6,341,666	5,024,831	(1,316,835)
Maintenance Reserve	2,169,063	2,169,063	2,769,390	2,852,472	83,082
Total Projects Costs	3,912,592	5,215,373	10,857,834	10,405,272	(452,562)
Annual Budget Cost	138,301,720	109,054,923	160,165,229	123,454,664	(36,710,565)
Revenue (CAISO Energy and Ancillary Sales)	125,929,301	68,037,255	115,416,635	78,846,389	(36,570,246)
Interest Income	250,000	1,258,184	250,000	250,000	0
Net Cost to Participants (W/O GHG Transfer Credits)	12,122,419	39,759,484	44,498,594	44,358,275	(140,319)
GHG Allowance Transfer Credits	13,611,634	14,661,949	17,646,370	13,775,330	(3,871,040)
Net Cost to Participants (with GHG Transfer Credits)	(1,489,215)	25,097,535	26,852,224	30,582,945	3,730,721
Capacity Cost (\$/KW-Yr) W/O GHG Credits	40	131	146	146	
Capacity Cost (\$/KW-Yr) W GHG Credits	-5	83	88	101	

24% Increase in insurance cost

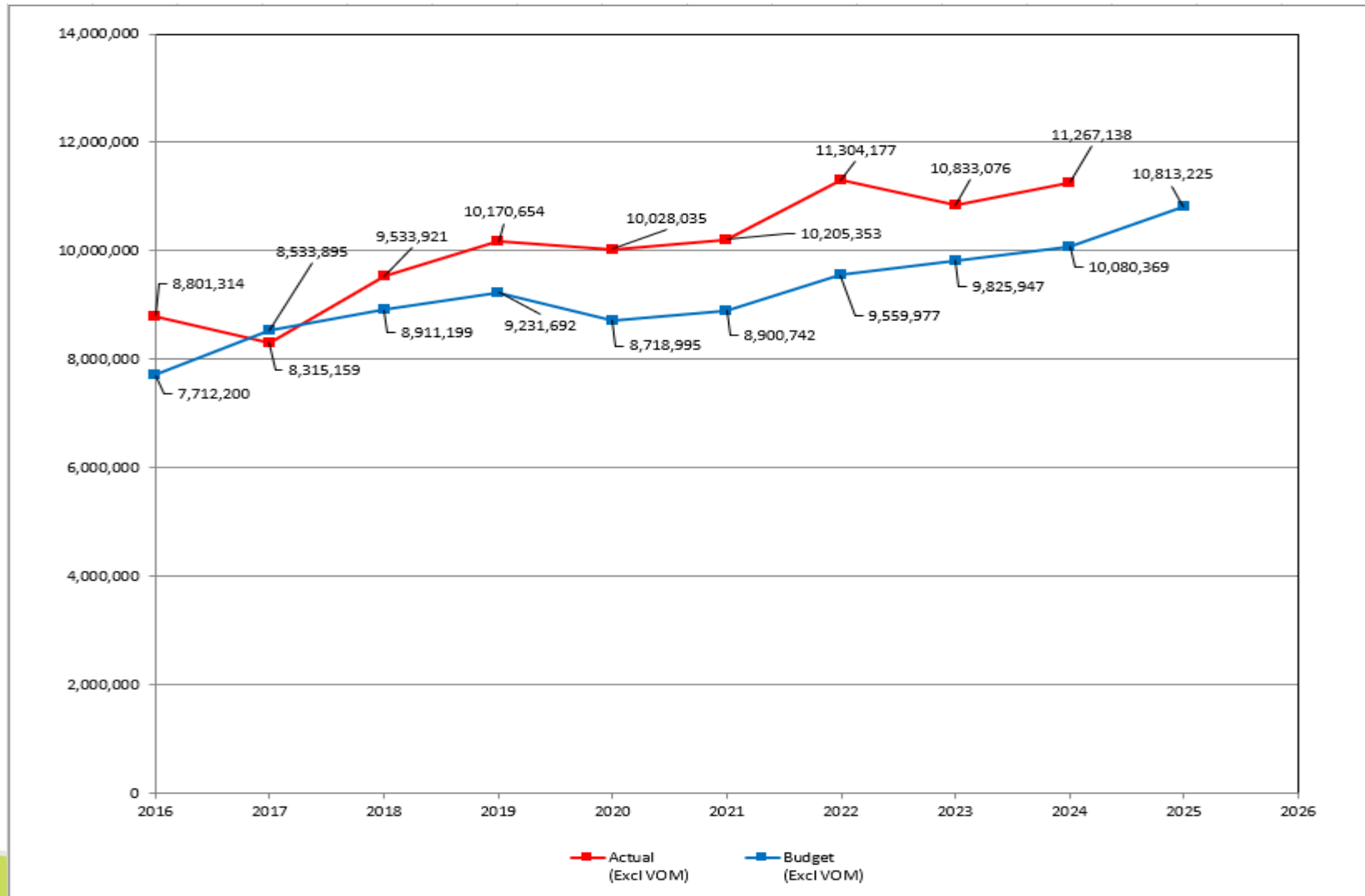
CT FX Capital Project collection for 2028 HGP Outage over 2yrs Reserves collection @ 3%

Overall budget decreased by 23% Revenue lower by 31%

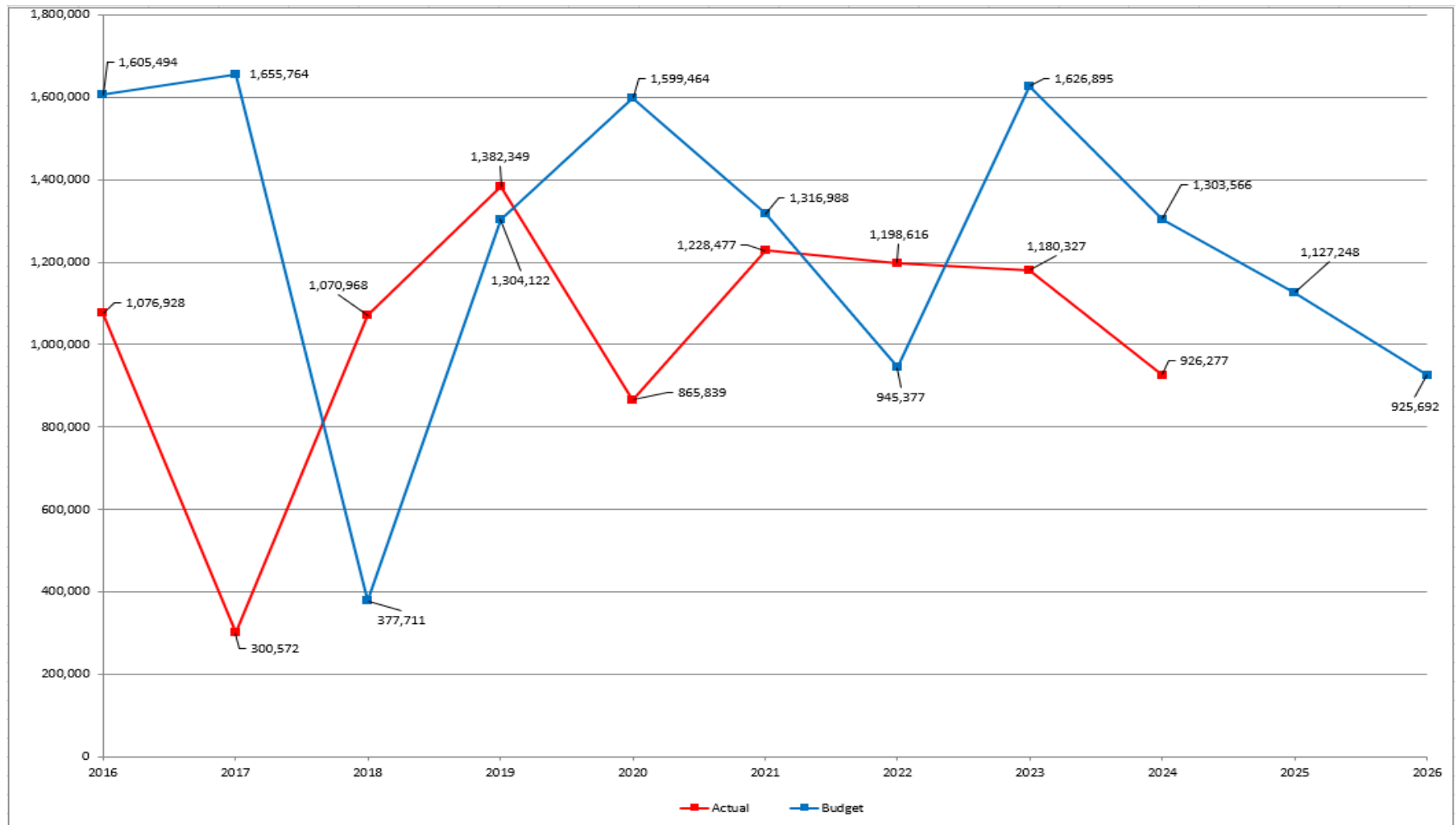
Net Cost to Members



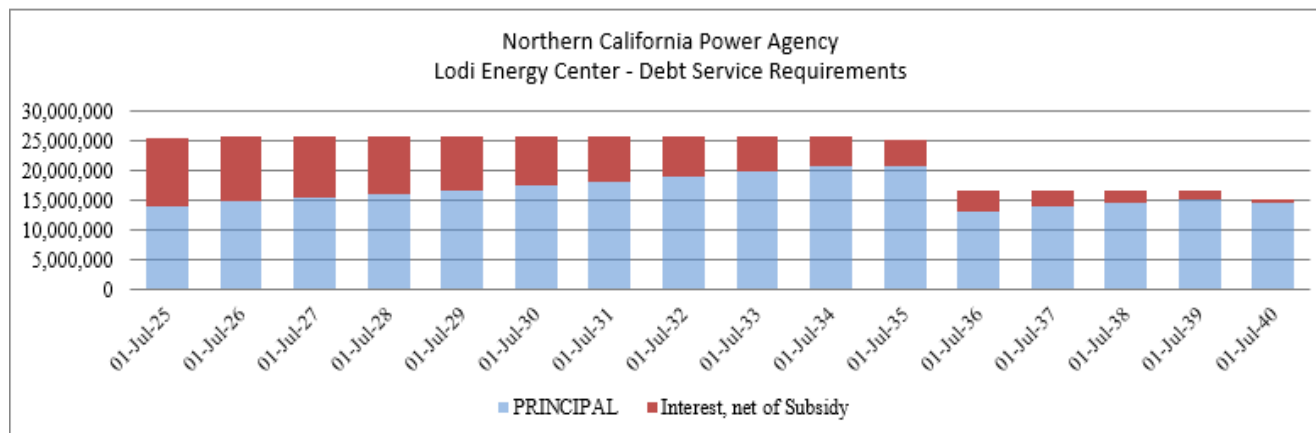
10 YR. Routine O&M Cost History



Annual Energy Produced (MWhr)



Debt Service Requirements



ISSUES 1 & 2			
PERIOD ENDING	INTEREST, NET		
	PRINCIPAL	SUBSIDY	TOTAL
7/1/2025	14,091,250	11,576,311	25,667,561
7/1/2026	14,818,333	11,150,738	25,969,071
7/1/2027	15,460,000	10,514,970	25,974,970
7/1/2028	16,122,500	9,851,260	25,973,760
7/1/2029	16,815,000	9,158,674	25,973,674
7/1/2030	17,537,917	8,435,894	25,973,810
7/1/2031	18,295,417	7,681,579	25,976,996
7/1/2032	19,083,333	6,894,193	25,977,526
7/1/2033	19,905,833	6,072,396	25,978,230
7/1/2034	20,759,583	5,214,651	25,974,234
7/1/2035	20,887,083	4,319,583	25,206,667
7/1/2036	13,317,500	3,413,687	16,731,187
7/1/2037	13,950,000	2,780,820	16,730,820
7/1/2038	14,612,917	2,117,895	16,730,811
7/1/2039	15,310,417	1,423,467	16,733,884
7/1/2040	14,643,750	695,893	15,339,643
	265,610,833	101,302,011	366,912,844

Dip in debt payment (CDWR issuance #2) is paid off on 6/1/2035

FY 2026 – LEC Proposed Projects

O&M Projects	Notes	
Annual Outage Project	M	1,183,058
Risk Mitigation (FM Global)	D	140,000
Service Water Tank Refurb	D	475,000
HVAC Replacements	D	75,000
Arc Flash Study	D	120,000
Consult/Grant Writing	D	75,000
Service Water Piping	D	50,000
Plant Betterment	D	375,000
	Total	2,493,058

Capital Projects	Notes	
Civil/Structural - Platforms	D	80,000
Clarifier Tanks Refurbishment	D	375,000
Vehicle	D	10,000
ST Drain Tank Replacement	M	250,000
ECN Network Migration to Fiber Optic	D	1,250,000
CT FX Upgrade	D	3,059,831
	Total	5,024,831

Maintenance Reserve	Notes	
Balance at Beginning of Fiscal Year		4,899,854
Reserves Projected Expenditures		(2,985,000)
Collections		2,852,472
Current Balance	Total	4,767,326

FY 2026 – Risk Mitigation

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
Risk Mitigation	D	\$140,000	\$135,000	\$135,000	TBD

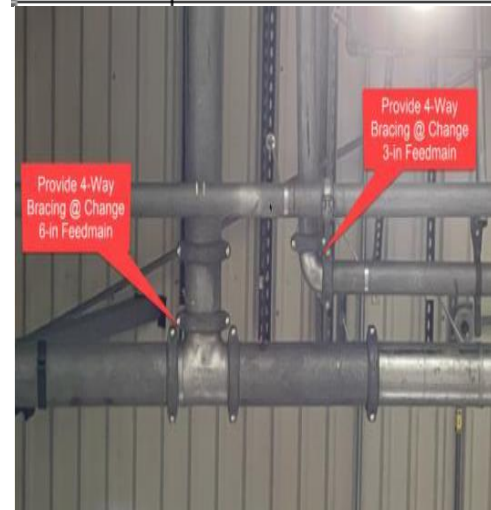
FM identified many items.

- CT Compartment FM-200 fire system replacement study with a water mist system.
 - Halocarbon agents, such as FM-200, will decompose into strong acids when exposed to the high temperatures associated with ignitable liquid fire sources.
- RFP for FY25 to address bracing in ST and water treatment building- **In Progress but have contractor issues**
- Replace Elastomeric Coupling for fire pump - **Complete**
- Lube and Control oil flange installs- **Complete**

Notes:

D	Discretionary
M	Mandatory
CR	Annual deposit to the Capital Reserve

21-07-009	Improve the earthquake seismic bracing on fire sprinkler systems.	Improve the earthquake seismic bracing on fire sprinkler systems.
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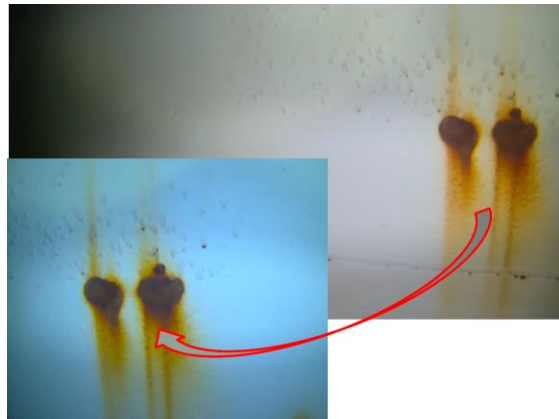


FY 2026 –Service Water Tank Refurb

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
Service Water Tank Internal Recoating	D	\$475,000			

- Service Water Tank Internal Inspection occurs every 5 yrs.
- Tank shows heavy levels of rust thru liner, discoloration and blisters.
- Tank will be drained and refinished during a plant outage.
- Life expectancy of internal tank coating 10-12

Notes:	
D	Discretionary
M	Mandatory
CR	Annual deposit to the Capital Reserve



FY 2026 –HVAC Replacements

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
HVAC Replacements	D	\$75,000	\$75,000	\$75,000	TBD

- HVAC's are failing and have develop leak in condenser coils.
- Call outs have increased due to failing HVAC's.
- The Bard units are located thru our PDC's and excitation package.

Notes:

D	Discretionary
M	Mandatory
CR	Annual deposit to the Capital Reserve



FY 2026 – Arc Flash Study

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
Arc Flash Study	S	\$120,000			

- Arc Flash Study is due for review.
- Arc Flash Study is conducted every five years.
- Arc Flash study determines amount of energy release, safe work practices and evaluates potential risk to workers.
- Arc Flash Study will be completed in FY2026.

Notes:

D	Discretionary
M	Mandatory
S	Safety



FY 2026 – Plant Betterment Project

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
Storage Building Project	D	\$375,000			

- Pour concrete on gravel floor to store inventory.
- Add lights to storage building and insulation.
- Add shelving for storage of components.
- Add a roll up door for security and weather protection.
- Engineering review for seismically rating shelving.
- Project will be completed in FY 2026.

Notes:

D	Discretionary
M	Mandatory
CR	Annual deposit to the Capital Reserve



FY 2026 – Clarifier Tank Refurb

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
Clarifier Tank Refurb	D	\$250,000			

- During April's outage, it was noted that Clarifier outlet boxes are thinning and rusting.
- Carbon Steel material is thinning faster than expected due to the aggressive recycle water.
- New outlet boxes need to be re-manufactured.
- Installation Planned during April 2026 outage.

Notes:

D	Discretionary
M	Mandatory
S	Safety



FY 2026 – ST Drain Tank Replacement

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
ST Drain Tank Replacement	S	\$250,000			

- During April's outage, it was noted that ST drain tank vessel thickness is below nominal.
- Drain Tank needs to be replaced due to accelerated corrosion/erosion.
- Carbon Steel material is thinning faster than expected due to the aggressive service water.
- Engineering review is needed to asses design
- Installation Planned during April 2026 outage.

Notes:

D	Discretionary
M	Mandatory
S	Safety



FY 2026 – AT&T Circuit Migration

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
ECN Network Migration to Fiber Optic	D	\$1,250,000			

- AT&T’s ECN Network is 22 years old and equipment manufacturer no longer provides these legacy TDM hardware.
- CAISO informed all market participants on 1/2/2025.
- NCPA acknowledge receipt of notice to CAISO.
- Market Participant who connects to the ISO ECN has done so via digital communications technology called “time division multiplexing” (TDM). The most common TDM connection is referred to as a “T1”.
- The notification requires resources and attention from each generation owner and operator with TDM connections to the ISO’s ECN network.
- AT&T has to run new fiber network lines from distribution box near HWY 5 to LEC.

Notes:

D	Discretionary
M	Mandatory
S	Safety



FY 2026 –CT FX Upgrade

Project	Notes	Total Cost	FY 2027	FY 2028	FY 2029
CT FX Upgrade Funding	D	\$3,059,831	\$2,559,831		

FX Upgrade during 2027 outage

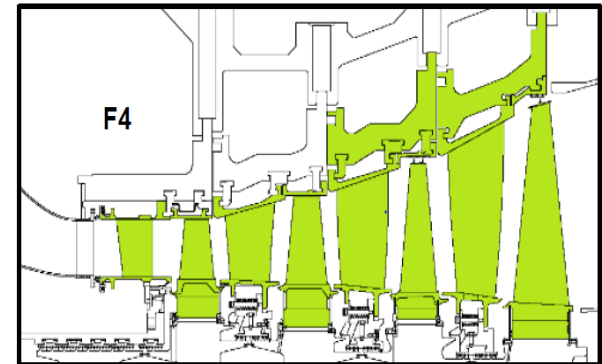
- Cost of upgrade NTE \$17.5M
- CEC Grant Award DEBA (GFO-23-401), \$7,113,672
- Collect \$3,059,831 in FY26 and \$2,559,831 in FY27 for the FX Upgrade
- Estimated LTP True up cost based on hours/starts \$2,224,327 (Dec 2024)

FX Payment Schedule with estimated taxes

- June 2025, first payment \$3,599,312.50
- Jan 2026, second payment, \$3,599,312.50
- Feb 2027, third payment, \$3,599,312.50
- Jun 2027, final payment, \$3,599,312.50

Notes:

D	Discretionary
M	Mandatory
CR	Annual deposit to the Capital Reserve



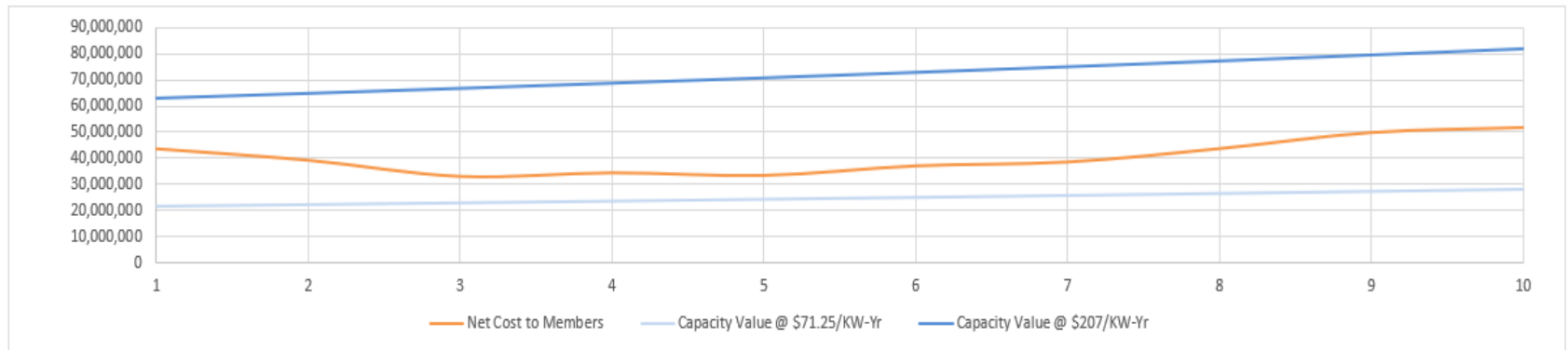
- Increase of 19MW in power output
- Improvement of heat rate by 350 BTU/KWHr
- Performance based condition (90°F, 50% RH)
- Starts (1500) and hours (33k) base Maint. interval

FY 2026 – Project/Reserve Forecast

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
O & M PROJECTS											
Consulting/ Grant Writing	75,000	75,000	-	-	-	-	-	-	-	-	-
Plant Betterment	375,000	-	-	-	-	-	-	-	-	-	-
Arc Flash Study	120,000	-	-	-	-	140,000	-	-	-	-	160,000
Expansion Joints	-	400,000	250,000	-	450,000	-	-	-	-	450,000	450,000
HVAC Replacements	75,000	75,000	75,000	-	100,000	-	-	-	-	250,000	-
Service Water Piping	50,000	50,000	-	-	-	-	-	-	-	-	-
Asphalt & Paving Maintenance	-	-	-	125,000	-	-	-	-	-	145,000	-
Painting & Preservation	-	400,000	350,000	-	-	350,000	350,000	-	-	-	450,000
Water Plant EDI/RO	-	-	-	-	225,000	-	-	177,000	-	200,000	-
Transmission Interconnection Study	-	-	-	-	-	-	-	-	-	-	-
Risk Mitigation	140,000	135,000	135,000	-	-	-	-	-	-	-	-
HRSG/Steam Piping	-	650,000	-	-	-	-	-	650,000	-	-	-
Critical Inventory	-	450,000	450,000	450,000	450,000	450,000	-	450,000	500,000	-	-
Life Cycle Replacement	-	-	350,000	1,300,000	-	-	-	-	-	-	-
Service Water Tank Refurb	475,000	-	-	-	-	-	-	-	-	-	550,000
Gas Plants Shared Projects	-	-	-	-	-	-	-	-	-	-	-
Undefined Projects	-	-	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Annual Maintenance Outage	1,183,058	1,218,550	1,255,106	1,292,759	1,331,542	1,371,488	1,412,633	1,455,012	1,498,662	1,543,622	1,589,931
TOTAL O&M PROJECTS	2,493,058	3,453,550	3,265,106	3,567,759	2,956,542	2,711,488	2,162,633	3,132,012	2,398,662	2,988,622	3,599,931
CAPITAL PROJECTS											
Civil / Structural	80,000	100,000	155,000	775,000	650,000	-	-	-	-	-	-
Platforms	-	-	-	-	-	-	-	-	-	-	-
FX Turbine Upgrade	3,059,831	2,559,831	-	-	-	-	-	-	-	-	-
Expansion Joints	-	-	-	-	-	800,000	-	-	-	-	-
DCS (Software Upgrades)	-	150,000	-	-	-	-	-	-	700,000	-	-
DCS (Hardware Update)	-	650,000	-	-	-	-	-	-	350,000	-	-
Clarifier Tank Refurbishment	375,000	-	-	-	550,000	550,000	-	-	-	-	550,000
BOP PLC HMI Local Interface	-	-	350,000	-	-	-	-	-	-	-	-
BOP PLC Upgrades	-	-	200,000	-	-	-	-	-	250,000	250,000	-
Cooling Tower Overhaul	-	1,300,000	-	-	-	-	-	-	-	1,500,000	-
Vehicles (5% Share)	10,000	-	10,000	-	-	-	-	-	-	-	-
Steam Turbine Drain Tank Replacement	250,000	-	-	-	-	-	-	-	-	-	-
AT&TECN Network Migration to Fiber	1,250,000	-	-	-	-	-	-	-	-	-	-
Unidentified Capital Project	-	575,000	592,250	610,018	628,318	647,168	666,583	686,580	707,177	728,393	750,245
TOTAL CAPITAL PROJECTS	5,024,831	5,334,831	1,307,250	1,385,018	1,828,318	1,997,168	666,583	686,580	2,007,177	2,478,393	1,300,245
RESERVE FUND SPENDING											
BEGINNING YEAR BALANCE	4,899,854	4,767,327	1,978,495	2,332,709	3,734,025	4,267,726	4,574,914	3,328,573	872,535	2,338,182	1,528,589
Combustion Turbine (overhaul)	720,000	2,224,327	135,000	50,000	541,750	0	1,148,838	2,426,162	0	156,279	50,000
Steam Turbine (overhaul)	1,000,000	125,000	0	0	0	1,200,000	1,220,000	790,000	0	0	0
Generators	0	150,000	0	0	0	0	0	1,400,000	0	0	0
HRSG	1,120,000	2,262,551	1,361,974	1,215,658	1,632,531	1,301,677	1,175,000	1,348,057	2,062,262	3,475,143	1,694,940
Plant Projects	145,000	965,000	1,175,000	450,000	502,500	497,932	1,108,505	0	85,517	900,000	1,206,455
TOTAL RESERVE FUND SPENDING	2,985,000	5,726,878	2,671,974	1,715,658	2,676,781	2,999,609	4,652,342	5,964,219	2,147,779	4,531,422	2,951,396
ADDITIONAL FUNDING	2,852,472	2,938,046	3,026,188	3,116,973	3,210,483	3,306,797	3,406,001	3,508,181	3,613,426	3,721,829	3,833,484
END OF YEAR BALANCE	4,767,327	1,978,495	2,332,709	3,734,025	4,267,727	4,574,914	3,328,573	872,535	2,338,182	1,528,589	2,410,677
TOTAL O&M, ALL PROJECTS, FUNDING	10,370,361	11,726,427	7,598,544	8,069,750	7,995,343	8,015,453	6,235,217	7,326,773	8,019,266	9,188,844	8,733,660

10 Year Net Cost to Members

	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035
O&M Projects	2,493,058	3,453,550	3,265,106	3,567,759	2,956,542	2,711,488	2,162,633	3,132,012	2,398,662	2,988,622
Capital Projects	5,024,831	5,334,831	1,307,250	1,385,018	1,828,318	1,997,168	666,583	686,580	2,007,177	2,478,393
Maintenance Reserve Funding	2,852,472	2,938,046	3,026,188	3,116,973	3,210,483	3,306,797	3,406,001	3,508,181	3,613,426	3,721,829
O&M /Debt excl VOM	38,446,640	39,215,573	39,999,884	40,799,882	41,615,880	42,448,197	43,297,161	44,163,104	45,046,366	45,947,294
A&G	7,683,701	7,837,375	7,994,123	8,154,005	8,317,085	8,483,427	8,653,095	8,826,157	9,002,680	9,182,734
Revenues Net of VOM	12,707,570	19,321,984	22,259,628	22,323,230	24,225,011	21,620,322	19,390,820	16,450,524	12,091,354	12,444,817
Net Cost to Members	43,793,132	39,457,391	33,332,923	34,700,407	33,703,296	37,326,755	38,794,653	43,865,511	49,976,959	51,874,055
Capacity Cost (\$/KW-Yr)	144	130	110	114	111	123	128	144	164	171
Capacity Value @ \$71.25/KW-Yr	21,660,000	22,309,800	22,979,094	23,668,467	24,378,521	25,109,876	25,863,173	26,639,068	27,438,240	28,261,387
Capacity Value @ \$207/KW-Yr	62,928,000	64,815,840	66,760,315	68,763,125	70,826,018	72,950,799	75,139,323	77,393,503	79,715,308	82,106,767





LEC Informational Updates

Hydrogen

■ ARCHES

- Agreement active as of 12/17/24
- Kickoff meeting conducted 1/29/25
- Kickoff deliverables submitted 1/31/25
 - Updated Schedule
 - Other: Risk Register, Insurance, Communications, Conflict of Interest Policy
- Next Deliverables Due 3/17/25

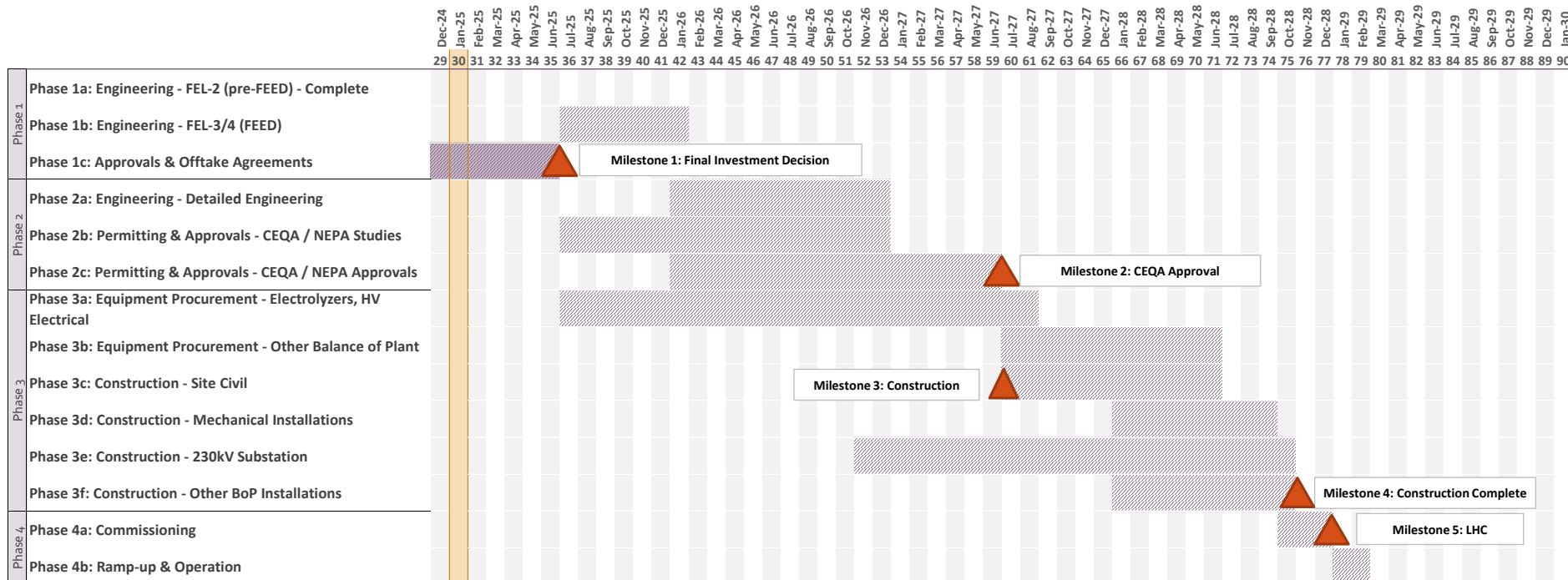
■ Special PPC Hydrogen Workshop

- Tuesday 3/25/25, 9am-4pm
- At NCPA HQ in Roseville; *in-person attendance strongly encouraged!*
- Meeting Objectives: set project goals, propose project participants, solicit Member information requests, receive project feedback, and conceptualize project pathway.

NCPA Lodi Hydrogen Center Milestone Schedule

Plan Duration Actual Start % Complete Actual (beyond plan) % Complete (beyond pla

ACTIVITY



LEC February Operational Report

LEC Operations

- LEC was dispatched for “Local Area Support”. PG&E has extended its outage thru 3/21/25.
- LEC was awarded in DAM by CAISO.
- 1/30/25- LEC experienced a turbine trip due to blade path spread on start up, Siemens investigating.

FX Air Permit Update

- SJVAPCD 45-day public notice period complete.
- Received “No Public Comments” or major findings during permit review.
- Issuance of Determination of Compliance/Authority to Construct (ATC) for replacement and upgrade of internal combustion components of existing gas turbine under permit N-2697-5.

FX CEC Update

Discussed the following with CEC on 1/29;

- Notified CEC of SJVAPCD review completion and issuance of ATC.
- CEC CEQA documents completion and published by 2/12/2025.
- 30 day public notice period starts for operating permit.
- Aiming for the March 17, 2025 business meeting.
 - Board approval for FX DEBA award
 - Agreement between CEC and NCPA.
- Final contract review with Jane and signatures.

Siemens LTP FX Update

- First payment June 1, 2025.

LEC Additional Operational Report Cont.

"B" Gas Compressor Update

- On 1/21, gas compressor was placed on a truck and shipped to Houston.
- Arrived at Kobelco's Houston facility on 1/27.
- Gas compressor seals are on order from Japan for refurb.
- Kobelco has begun disassembly and inspection.
 - Need to purchase new seals for both oil pumps.
 - Gas Comp new seal kit and seal cover (first), 14-16 weeks out or late March.
 - Gas Comp new minor seal kit (second), 3-4 weeks out. This seal will be installed on "A" Gas Comp.



LEC Additional Operational Report Cont.

“A” Gas Compressor Update

- Compressor Seal continues to leak but manageable.
 - “A” Gas compressor oil seal leakage at > 85 cc/hr. needs replacement.
 - Second seal from “B” gas compressor will be rebuilt and installed on “A”.
 - 3-4 weeks for rebuilt then shipment to site.
 - Recommended replacing seal as soon as possible.
- **Expansion Joint**
- Expansion Joint arrived on site.
 - Replacement during April outage.

