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LEC PPC Agenda

Date: March 3, 2021

Subject: March 8, 2021 Lodi Energy Center Project Participant Committee Meeting

Location: 651 Commerce Drive, Roseville, CA 95678 and/or via Teleconference

Time: 10:00 AM

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

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In compliance with the Executive Department, State of California, Executive Order N-29-20, and the Brown Act, you may participate in the meeting via teleconference by:

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

Dial: 1-872-240-3212

Access Code: 327-912-613

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

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

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 February 8, 2021 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for February 2021 – (*Rafael Santana*)

5. Market Data Report for February 2021 – Verbal Report (*Zakary Liske*)

6. Monthly Asset Report for January 2021 – (*Michael DeBortoli*)

7. Bidding Strategies Report – Verbal Report and update regarding bidding strategies and regulation down revenues (*Jesse Shields/Ken Goeke*)

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 January 2021 – Accept by all Participants

9. Financial Report for January 2021 – Approve by all Participants

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

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

- 11. Nor-Cal Controls ES, Inc. MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. for engineering and technical support 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.
- 12. Bay Cities Pyrotecator, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Bay Cities Pyrotecator, Inc. for fire system maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 13. Blue Sky Environmental, Inc. MTCSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc. for rate, source, and emissions testing, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 14. Groome Industrial Service Group, LLC MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Groome Industrial Service Group, LLC for ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance 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.
- 15. Maxim Crane Works, L.P. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Maxim Crane Works, L.P. for crane related services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA.
- 16. Capital Industrial Restoration, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Capital Industrial Restoration, Inc. for industrial coatings, concrete maintenance, and other general masonry tasks, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 17. Nate's Tree Service, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Nate's Tree Service, Inc. for vegetation management services, including tree falling and brush removal, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 18. PMOA Schedule 6.00** -- Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to update the contact information for CA Department of Water Resources.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

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

19. Lodi Energy Center FY22 Annual Budget – Staff is seeking approval of the Lodi Energy Center proposed annual budget for Fiscal Year 2022.

INFORMATIONAL/ DISCUSSION ITEMS

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

ADJOURNMENT

Next Regular Meeting: April 12, 2021 at 10:00 AM.

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.



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

LEC PPC Meeting Minutes

Date: February 8, 2020

Time: 10:00am

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:01 am by Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Eckert	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Present	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	87.2215%
Absent	5	12.7785%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

February 8, 2021

Public Forum

Chairman Wong asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present. Manny Robledo with the City of Azusa arrived on the call at 10:10am.

3. Meeting Minutes

The draft minutes from the January 11, 2021 meeting were considered. The LEC PPC considered the following motion:

Date: 2/8/2021

Motion: The PPC approves the minutes from the January 11, 2021 regular LEC PPC meeting.

Moved by:

CDWR

Seconded by:

LOMPOC

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	84.4358%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	15.5642%
Result:		Motion Passes

MONTHLY REPORTS

4. Operational Reports for January 2021

Rafael Santana presented the Operational Report for January 2021. There were no OSHA recordable accidents and no NERC/WECC violations. There was one forced outage on January 15th for cooling tower trouble for four hours. The next planned outage is April 1-30, 2021. Planning continues for the steam turbine and generator major outage currently scheduled for March – May 2022.

The operational report reflected monthly production of 27,121 MWH, 112 service hours, and equivalent operating availability of 99.5%. The report set for the Capacity Factor @ 302MW Pmax of 12.1%. There were 0 hot starts, 10 warm starts, and 2 cold starts during the month.

5. Market Data Report for January 2021

Zackary Liske mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 12 out of 31 available days. Most runs were between 1-5 hours, 6-11 hours, in the evenings, in the month of January. There were 19 days not committed.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for December 2020. Michael mentioned the revenues and market were higher in December 2020. This month was the highest December LEC has had in its history.

7. Bidding Strategies Report

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

Consent Calendar (Items 8-14)

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

Date: 2/8/2021

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for December 2020; **9.** Financial Report for December 2020; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** SEL Engineering Services, Inc. MTPSA for protective relay and automation design, installation, testing, and commission services, not to exceed \$1,000,000 over five years, for use at all NCPA facilities and Members/SCPPA; **12.** GEI Consultants, Inc. First Amendment to MTPSA for dam safety engineering services, increasing the not to exceed to \$3,000,000, for continued use at all NCPA facilities and Members/SCPPA; **13.** PMOA Schedule 6.00 revision to update the contact information for the City of Lompoc; **14.** PMOA Schedule 1.00, Exhibit 5 updates to reflect the current CAISO GMC rates.

Moved by:
Seconded by:

Lodi
SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.2215%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.7785%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

None.

INFORMATIONAL ITEMS

15. FY2022 Budget Presentation

Michael DeBortoli presented the draft FY2022 budget to the Committee. Mike reviewed assumptions with the Committee, including the MWh and fuel forecasts for FY2022.

Mike reviewed the LEC budget. He noted the routine O&M historical cost, annual energy produced (MWH), and debt service requirements.

Mike reviewed the proposed projects and a more detailed breakdown of their associated costs.

16. Additional Operational Updates

None.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, March 8, 2021 at 10:00am.

The meeting was adjourned at 10:44 am.

Submitted by: Melissa Conrad

DRAFT

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 3/08/2021

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

- None

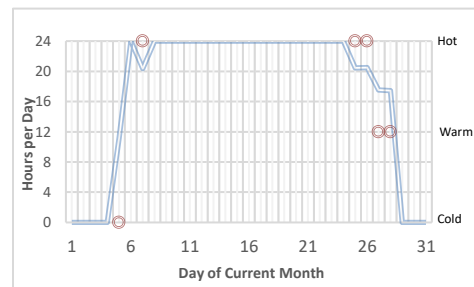
Planned Outage Summaries:

- April 1-30, 2021 Planned Outage
- 2022/2023 ST and Gen – Generator Major Inspection, Turbine ULN installation; currently scheduled March 1 – May 31, 2022.

Generating Unit Statistics:**Date:**

2/1/2021

1. Monthly Production	148,106	MWh
2. Productivity Factor		
a. Service Hours	539	Hours
b. Service Factor	80.3%	%
c. Capacity Factor @ 302MW Pmax	73.0	%
3. Equivalent Operating Availability (EOA)	100.0	%
4. Forced Outage Rate (FOR)	0.0	%



5. Heat Rate Deviation

 a. Fuel Cost (Not Current Market Price)

4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	6,930	1.17%	49,671	\$15,942
Seg. 2 284 - 296	6870	6,931	0.88%	36,471	\$8,854
Seg. 3 275 - 284	6971	6,966	-0.07%	8,560	-\$163
Seg. 4 250 - 275	7081	6,983	-1.38%	35,167	-\$13,778
Seg. 5 225 - 250	7130	7,074	-0.79%	11,294	-\$2,551
Seg. 6 200 - 225	7200	7,197	-0.04%	2,887	-\$29
Seg. 7 175 - 225	7450	7,419	-0.41%	1,286	-\$157
Seg. 8 165 - 175	7760	7,744	-0.21%	300	-\$19
	7,164	7,156	-0.48%	145,634	\$8,099

6. AGC Control Deviation

MW Range	High Dev MWh	Low Dev MWh	Total Dev MWh	Cost \$
Seg. 1 296 +	0	0	0	\$5
Seg. 2 284 - 296	2	-1	3	\$94
Seg. 3 275 - 284	2	-2	4	\$120
Seg. 4 250 - 275	7	-4	11	\$308
Seg. 5 225 - 250	4	-2	6	\$172
Seg. 6 200 - 225	2	-2	4	\$115
Seg. 7 175 - 225	1	-1	2	\$72
Seg. 8 165 - 175	0	0	0	\$0
	19	-12	31	\$885

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	3	2	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	69	66	196
Start Time Deviation (%)	-8%	-40%	-2%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,329	1,227	4,219
Fuel Deviation (%)	2%	-32%	21%
Costs of Fuel Deviations (\$)	\$353	-\$4,583	\$2,875



LEC PPC Meeting

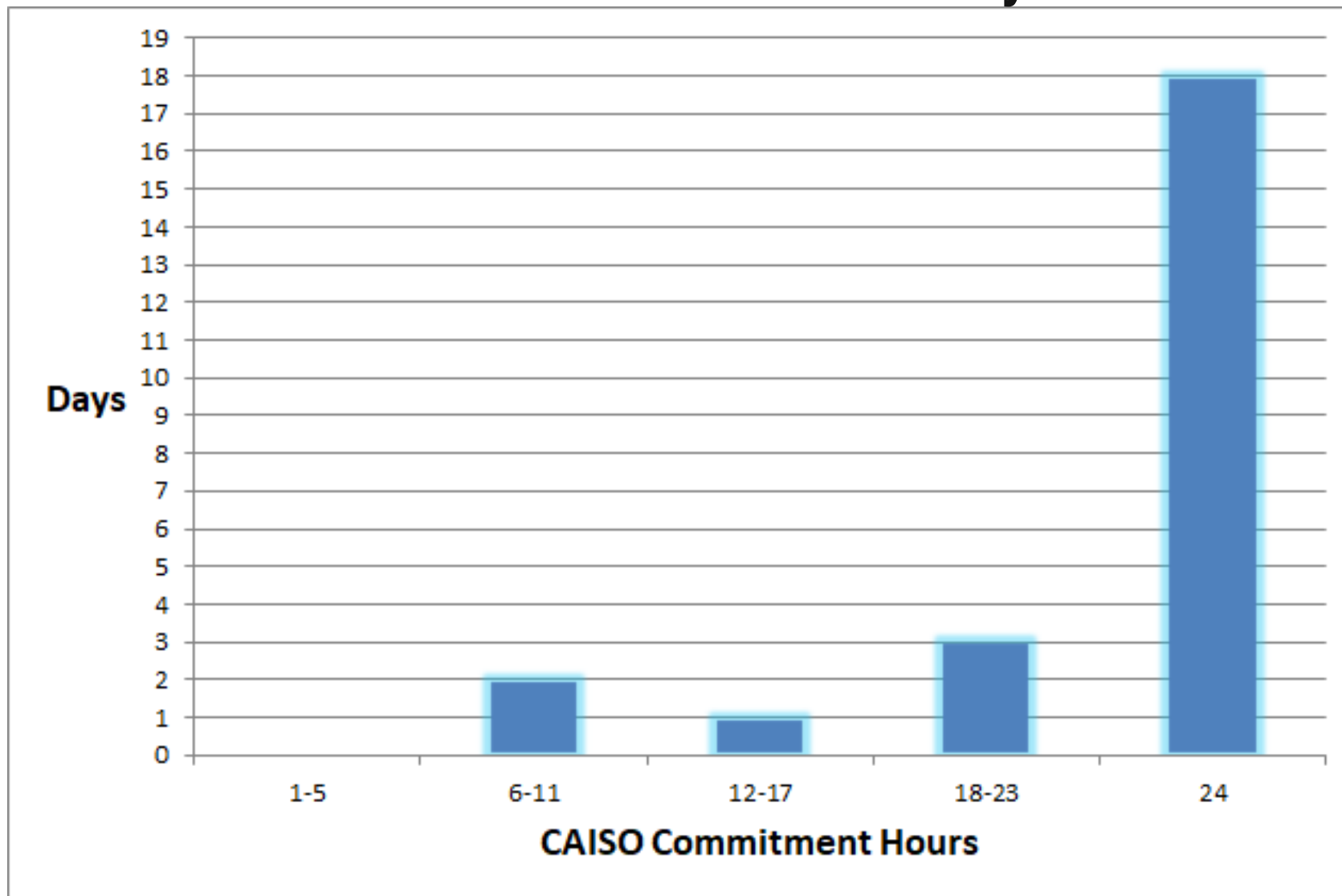
March 8, 2021

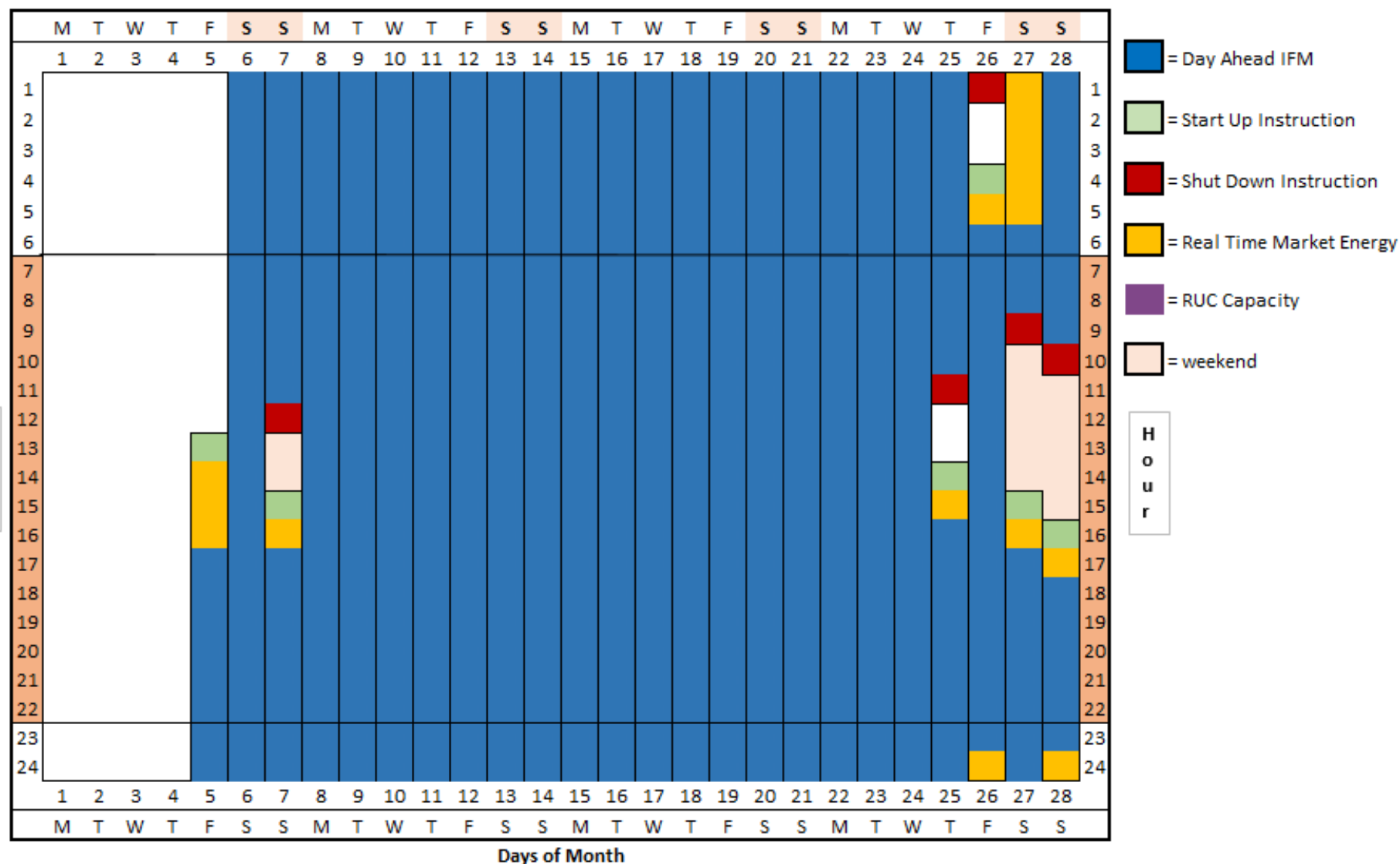
**February 2021 Market Financial
Results**

LEC Operational Results for February 2021

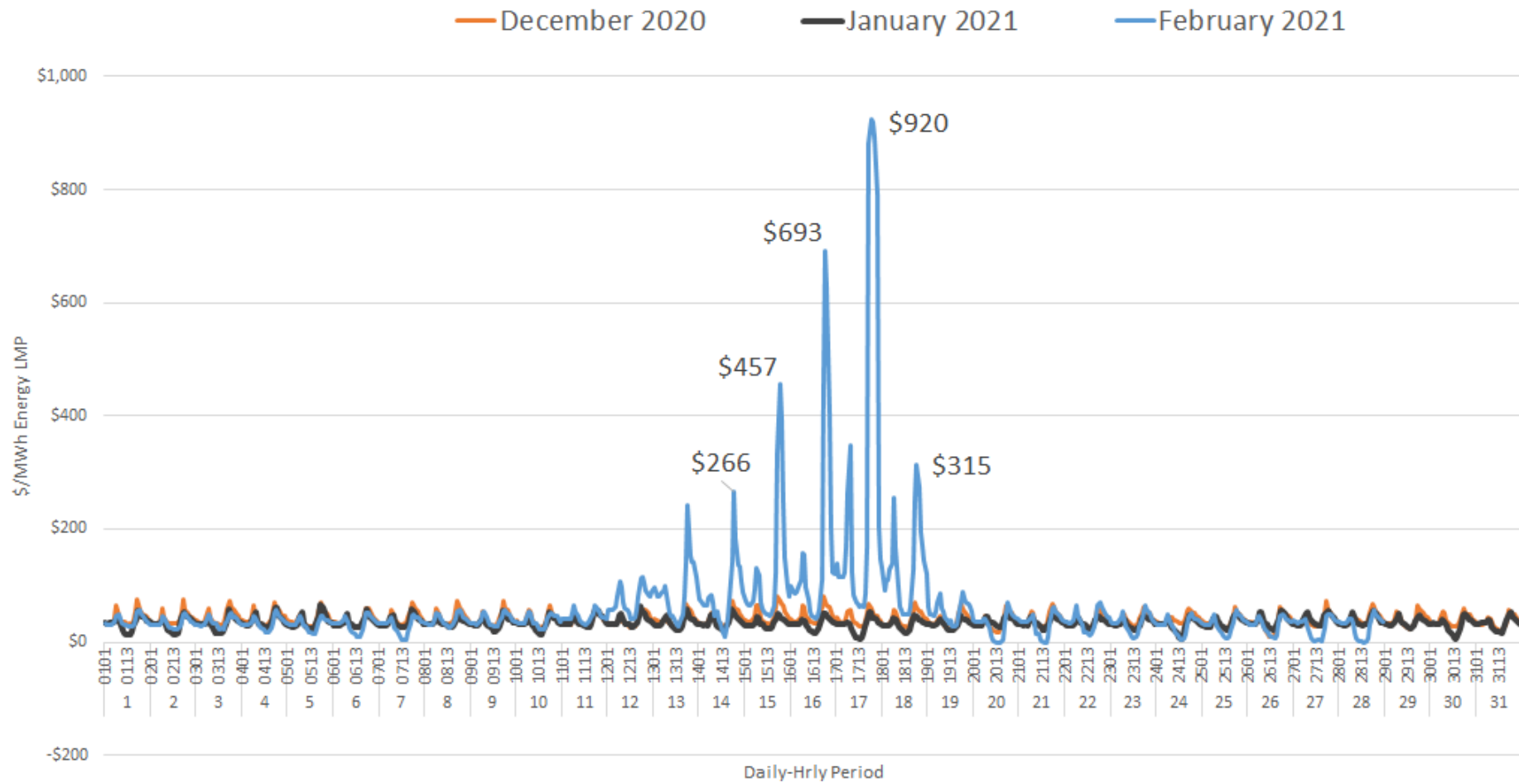
- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 100% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Incentive Payment Amount:
 - \$8,678 for Generic RA based on claimed 152.81 mw
 - \$1,765 for Flexible RA based on claimed 31.08 mw
- LEC was committed by CAISO for Market energy 24 days of 28 available days
 - LEC Plant cycled 6 times during the month
 - 4 days not committed due to economics

Frequency Tabulation of Daily CAISO commitment hours for February 2021

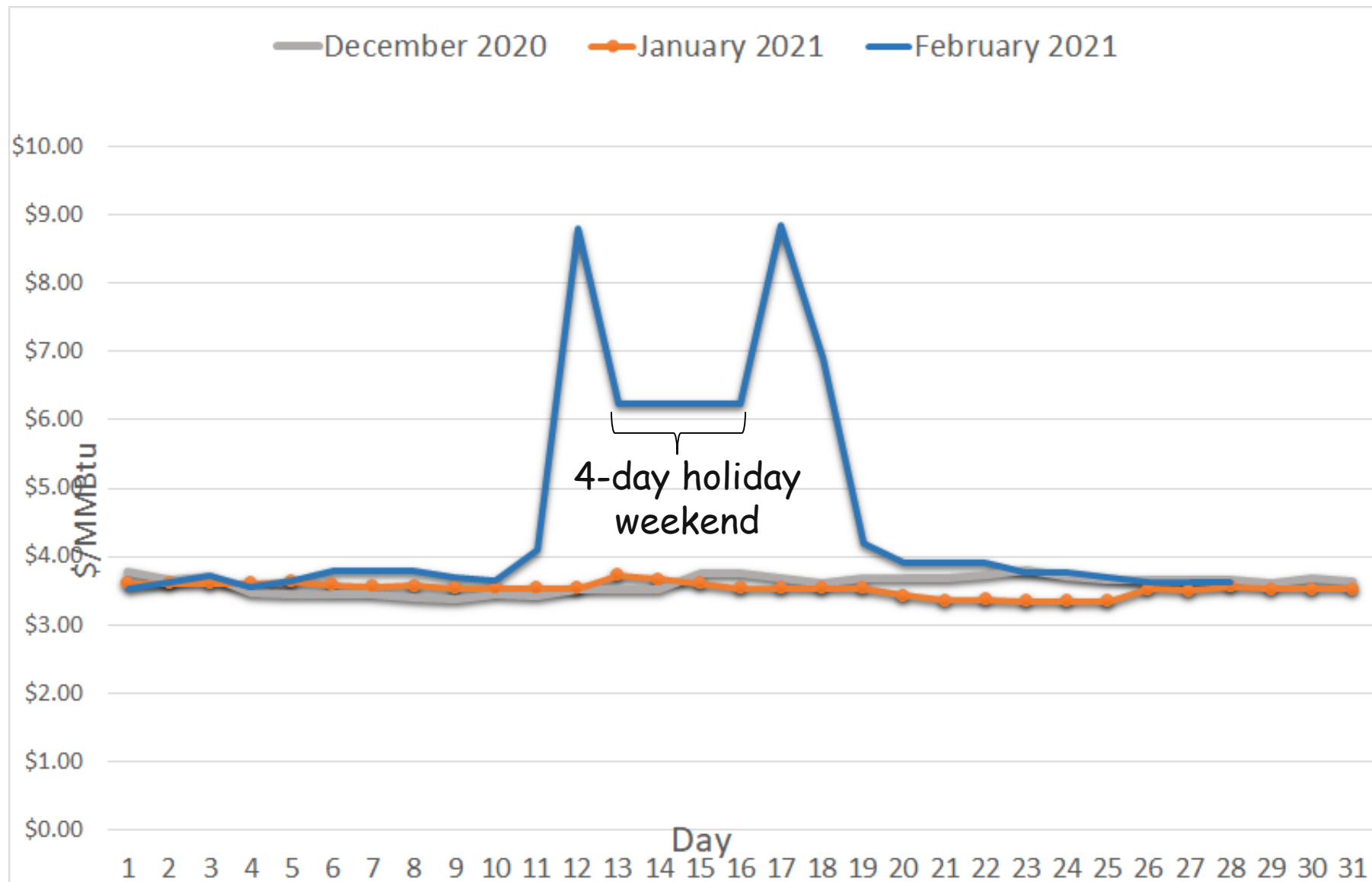




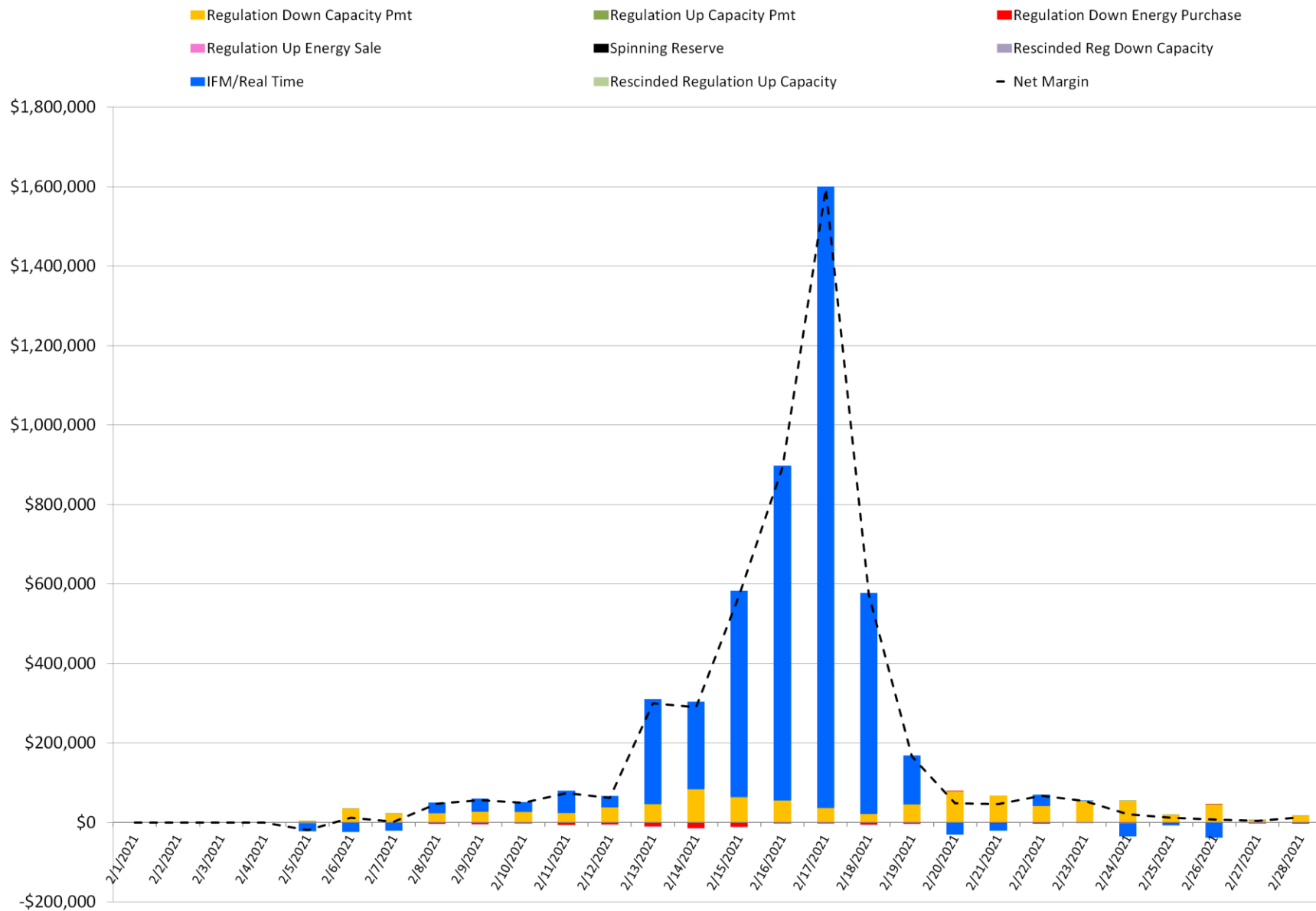
DA Energy LMP values by Month



February 2021 Daily PG&E City Gate Gas Index



February 2021 LEC Daily Margin Profile by Product



February 2021 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$ 10,772,200	
Regulation Up Capacity	\$ 16,700	
Regulation Down Capacity	\$ 923,600	
Spinning Reserve	\$ -	
Total Gross LEC Revenue		\$ 11,712,500
LEC CAISO GMC Costs	\$ (56,800)	
CAISO Energy & Capacity Buyback Costs	\$ (243,200)	
Total Monthly LEC Fuel Cost	\$ (5,118,800)	
Total Monthly GHG Obligation	\$ (1,032,300)	
Variable Operations & Maintenance Cost	\$ (200,800)	
Total Gross Costs		\$ (6,651,900)
Cumulative Monthly Margin		\$ 5,060,600
Accrued Long Term Maintenance Costs	\$ (273,253)	
Net Cumulative Monthly Margin		\$ 4,787,347
Average Margin \$/MWh	\$	32.3

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

February 2021 Cost of Congestion Component

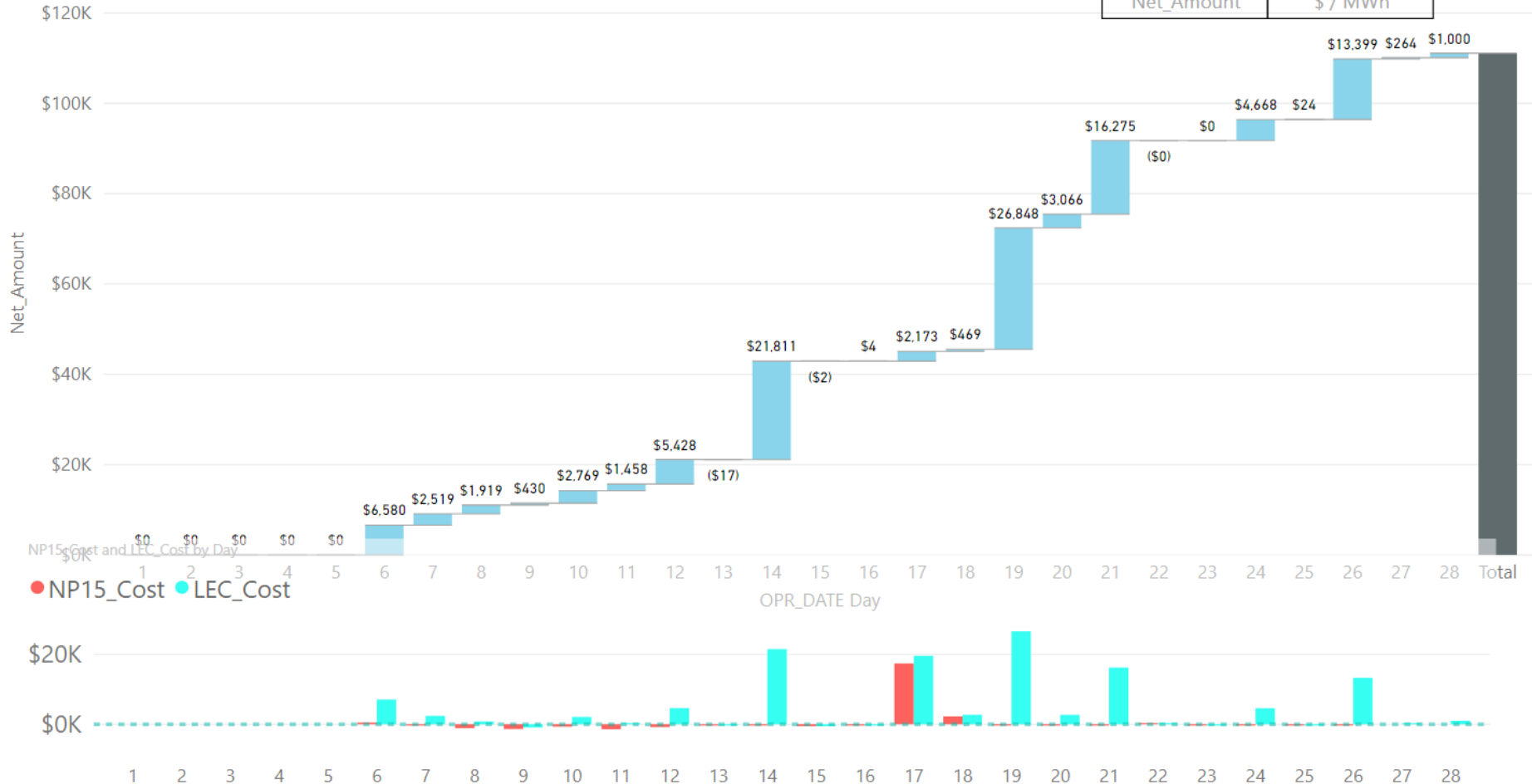
\$111,084

Net_Amount

\$0.75

\$ / MWh

● Increase ● Decrease ● Total



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

February 2021 Cost of Loss Component

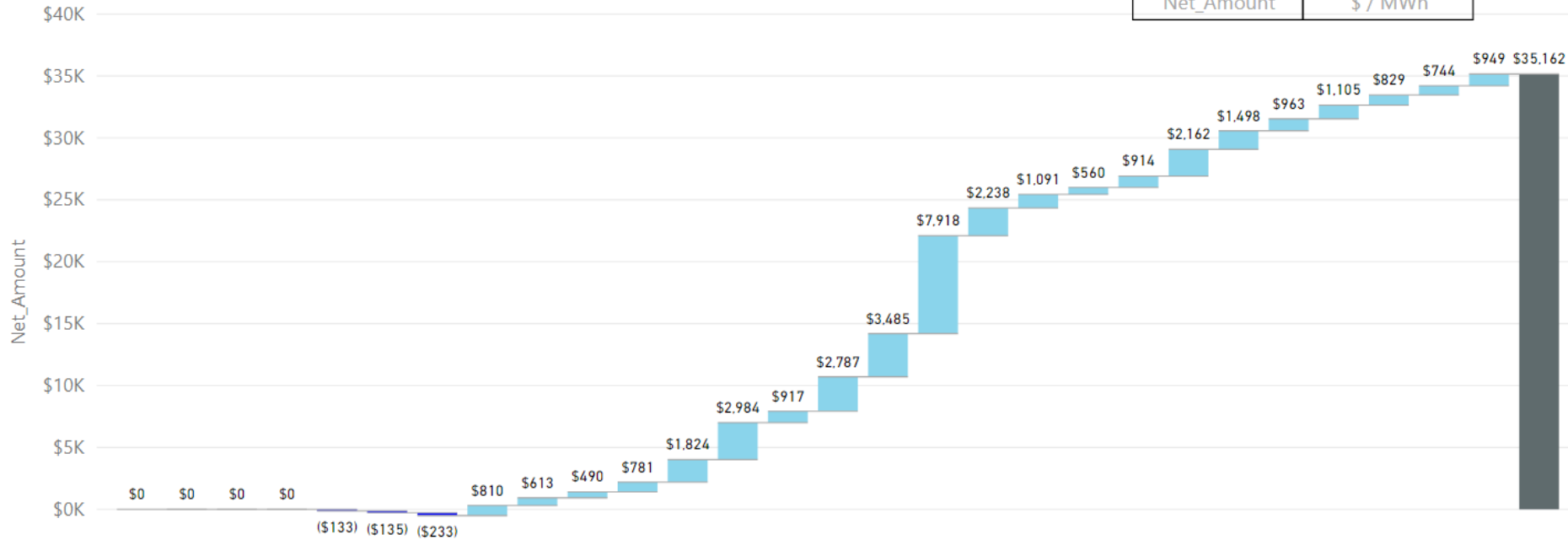
\$35,162

Net_Amount

\$0.24

\$ / MWh

● Increase ● Decrease ● Total



NP15_Cost and LEC_Cost by Day

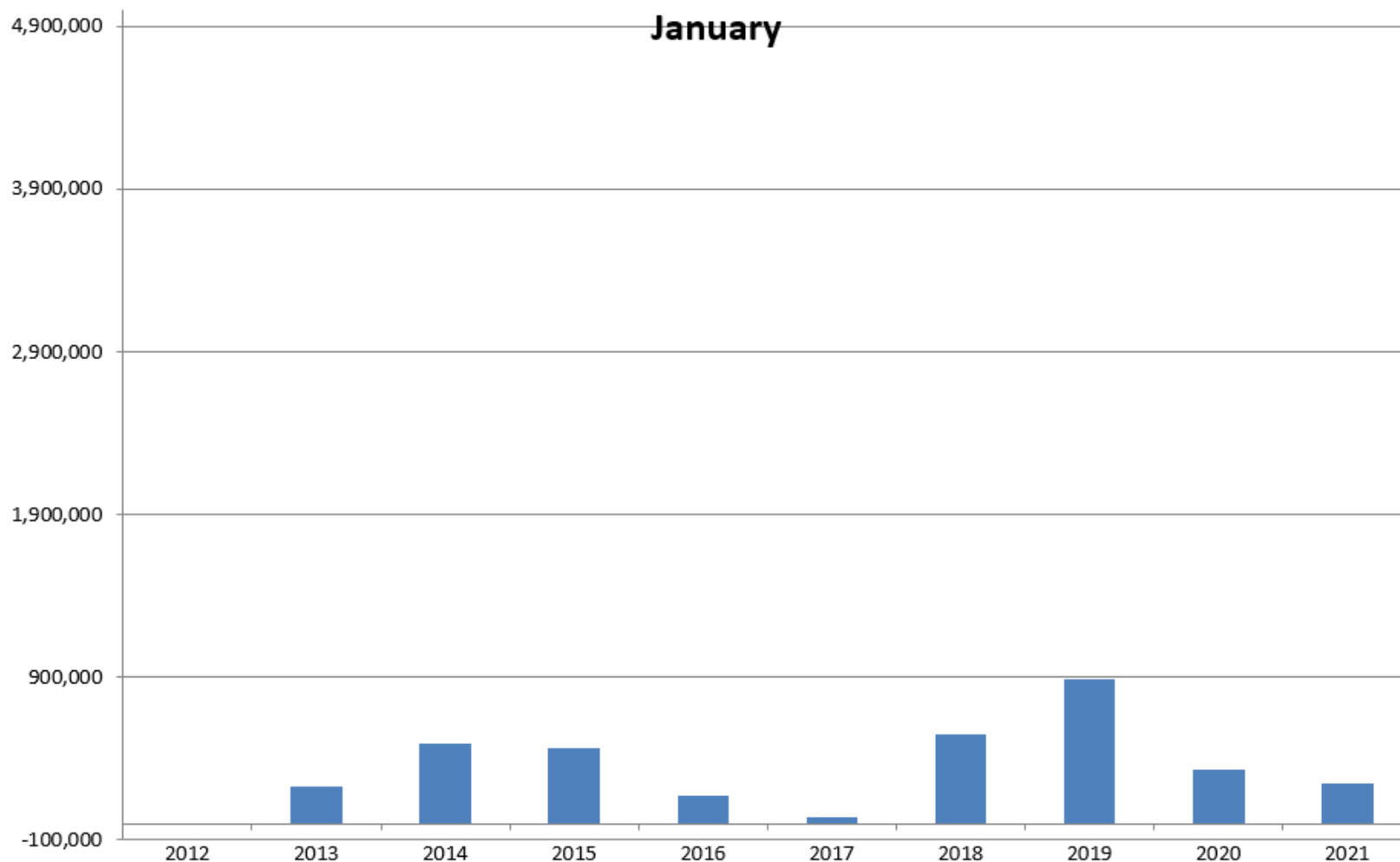
● NP15_Cost ● LEC_Cost



January Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	1,351,756	8,629,640	7,726,864	(7,277,884)	-84%	Soft Market
VOM	1,176,767	8,246,163	7,039,379	(7,069,396)	-86%	
Fixed	1,113,313	898,343	1,721,820	214,970	24%	Aux Pwr, 3 Pay Periods
Projects	153,194	278,194	278,194	(125,000)	-45%	
A&G	243,359	222,637	222,637	20,722	9%	
Debt	2,168,653	2,168,653	2,168,653	0	0.00%	
Net Cost	(3,503,530)	(3,184,351)	(3,703,820)	(319,179)	10%	
Net Annual Cost		(31,209,487)	(27,923,503)	(\$3,285,984)		
				Above budget by 11.77%		

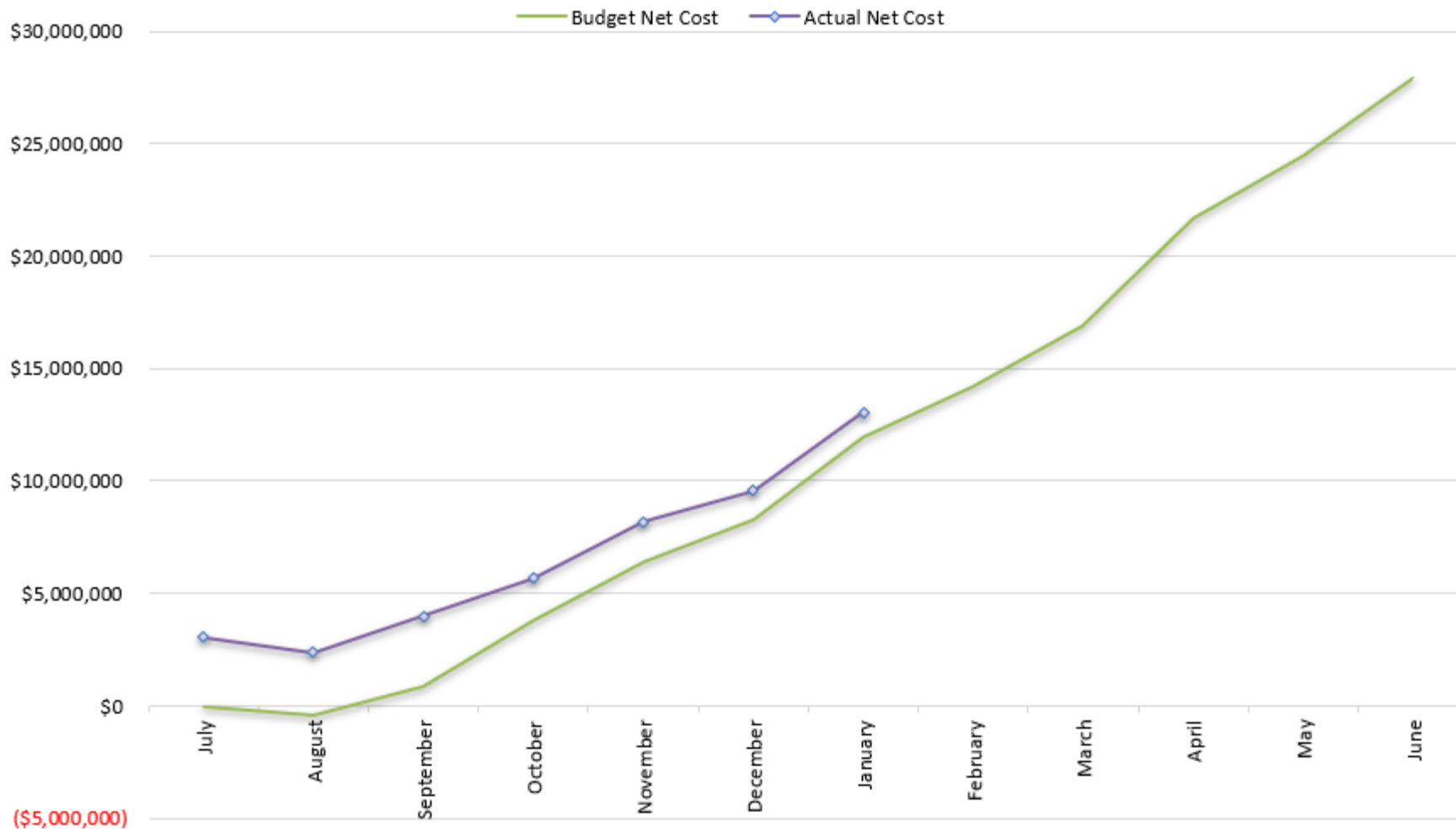
Historical Margins



Historical Monthly Comparison



Cummulative Net Cost



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 03/04/2021

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2020 Budget	Percent Used	Comments
VOM	2,100,250	4,745,364	2,926,963	3,423,662	4,150,637	5,609,717	1,176,767	5,089,109	1,885,255	10,000	1,911,475	2,190,886	35,220,084	50,918,015	69.2%	
Capacity Factor	32%	65%	65%	39%	29%	71%	12%	61%	20%	0%	20%	24%	36%	54%	68.0%	Reduced market demand
Fuel Consumed (mmBTU, estimated)	553,447	1,035,000	548,358	637,443	459,993	1,147,877	206,311	871,402	303,928	0	307,243	361,310	6,432,312	9,021,368	71.3%	
Avg Fuel Cost (\$/mmBTU)	2.51	3.21	3.71	4.08	3.86	3.64	3.70	4.23	4.72	0.00	4.81	4.61	3.78	3.65	103.5%	
Power Produced (MWhr, estimated)	75,067	145,066	73,991	87,952	62,413	159,981	27,129	127,212	44,369	0	44,853	52,746	900,779	1,316,988	68.4%	
Avg Power Price (\$/MWhr)	37.12	64.43	64.82	58.46	51.97	48.53	49.83	47.03	47.78	0.00	49.18	53.28	52.79	49.94	105.7%	
Operations / Variable / LTSA	32,219	107,731	197,945	73,568	1,775,673	71,218	138,573	124,809	10,000	10,000	10,000	10,000	2,561,736	5,436,362	47.1%	
Fuel (estimated)	1,387,262	3,318,378	2,035,385	2,601,505	1,775,673	4,176,868	763,593	3,684,787	1,434,813	0	1,478,669	1,664,848	24,321,780	32,955,703	73.8%	
AB32 GHG Offset (estimated)	508,424	950,218	508,995	598,684	430,015	1,077,404	201,225	828,913	289,108	0	292,262	343,693	6,028,942	8,695,359	69.3%	
CA ISO Charges (estimated)	172,345	369,037	184,638	149,905	169,275	284,226	73,377	450,600	151,334	0	130,544	172,345	2,307,626	3,830,591	60.2%	
Routine O&M (Fixed)	1,026,632	1,427,542	964,942	882,496	909,320	1,016,038	1,113,313	891,343	916,957	979,970	1,061,957	1,116,957	12,307,468	11,555,680	106.5%	
Maintenance / Fixed	311,545	463,173	282,367	282,612	255,184	352,168	262,839	205,000	205,000	205,000	350,000	205,000	3,379,888	2,717,065	124.4%	Aux Pwr, 3 Pay Periods
Administration	2,729	13,600	10,296	2,260	4,337	23,458	2,999	17,615	17,615	17,615	17,615	17,615	147,753	211,377	69.9%	
Mandatory Costs	36,623	190,530	25,662	9,311	7,960	4,761	41,827	8,000	33,614	33,614	33,614	33,614	459,129	309,455	148.4%	
Inventory Stock	0	0	7,434	50	0	0	31,226	0	0	0	0	0	38,710	-	0.0%	
Labor	482,419	566,447	439,117	393,381	435,435	438,819	578,046	450,000	450,000	513,013	450,000	650,000	5,846,677	5,789,039	101.0%	
Insurance	66,328	66,328	66,328	66,328	66,328	66,328	69,043	74,862	74,862	74,862	74,862	74,862	841,319	898,338	93.7%	
Power Management & Settlements	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	1,523,858	1,523,860	100.0%	
Other Costs	0	476	6,750	1,566	13,088	3,516	345	8,879	8,879	8,879	8,879	8,879	70,135	106,546	65.8%	
Projects	352,616	277,393	153,194	161,920	160,086	154,474	153,194	278,194	278,194	403,194	424,150	153,194	2,949,805	2,905,788	101.5%	
Maintenance Reserve	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	1,838,330	1,838,332	100.0%	
Operations & Maintenance Projects	-287,312	36,453	0	4,600	6,892	1,280	0	125,000	125,000	250,000	270,956	0	532,869	1,060,956	50.2%	
Capital Projects	486,734	87,746	0	4,126	0	0	0	0	0	0	0	0	578,606	6,500	8901.6%	
A&G	183,752	208,363	197,156	188,760	169,560	183,629	243,359	222,637	222,637	222,637	222,637	222,637	2,487,763	2,671,642	93.1%	
Administrative & General (Allocated)	160,659	198,558	152,153	153,613	145,154	155,505	208,059	193,161	193,161	193,161	193,161	193,161	2,139,505	2,317,930	92.3%	
Generation Services Shared	23,093	9,805	45,003	35,147	24,406	28,124	35,300	29,476	29,476	29,476	29,476	29,476	348,258	353,712	98.5%	
Total O&M Cost	3,663,250	6,658,662	4,242,255	4,656,838	5,389,603	6,963,858	2,686,633	6,481,284	3,303,044	1,615,801	3,620,219	3,683,674	52,965,120	68,051,125	77.8%	
Debt Service	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	26,023,836	26,023,835	100.0%	
Revenues	2,786,992	9,389,288	4,797,711	5,141,732	3,268,809	7,763,886	1,351,756	6,014,847	2,151,886	32,154	2,238,051	2,842,358	47,779,468	66,151,457	72.2%	
ISO Energy Sales (estimated)	2,786,450	9,346,750	4,796,399	5,141,732	3,243,809	7,763,886	1,351,756	5,982,693	2,119,732	0	2,205,897	2,810,204	47,549,307	65,765,612	72.3%	
Other Income	542	42,538	1,312	0	25,000	0	0	32,154	32,154	32,154	32,154	32,154	230,161	385,845		
Net	(\$3,044,911)	\$561,973	(\$1,613,197)	(\$1,683,759)	(\$4,289,447)	(\$1,368,624)	(\$3,503,530)	(\$2,635,090)	(\$3,319,811)	(\$3,752,301)	(\$3,550,821)	(\$3,009,969)	(\$31,209,487)	(\$27,923,503)	Above budget by 11.77%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: March 8, 2021

To: LEC Project Participant Committee

Subject: Treasurer's Report for the Month Ended January 31, 2021

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 \$75.

Investments - The carrying value of the LEC's investment portfolio totaled \$39,213,231 at month end. The current market value of the portfolio totaled \$39,347,469.

The overall portfolio had a combined weighted average interest rate of 0.654% with a bond equivalent yield (yield to maturity) of 0.535%. Investments with a maturity greater than one year totaled \$11,580,000. During the month \$7,932,298 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 2 basis points from 0.09% to 0.07% and rates on one year T-Bills remained unchanged at 0.09%.

To the best of my knowledge and belief, all securities held by LEC as of January 31, 2021 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

JANUARY 31, 2021

TABLE OF CONTENTS

	<u>PAGE</u>
CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 75	\$ 14,831,097	\$ 14,831,172	37.82%	\$ 14,830,582
Debt Service Reserve	-	12,674,959	12,674,959	32.32%	12,768,284
O & M Reserve	-	11,614,242	11,614,242	29.62%	11,655,670
	<u>75</u>	<u>39,120,298</u>	<u>39,120,373</u>	<u>99.77%</u>	<u>39,254,536</u>
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	92,933	92,933	0.23%	92,933
Participant Deposit Account	-	-	-	-	-
	<u>\$ 75</u>	<u>\$ 39,213,231</u>	<u>\$ 39,213,306</u>	<u>100.00%</u>	<u>\$ 39,347,469</u>

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	
		(NOTE B)	(NOTE A)		(NOTE B)		
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 5	\$ -	\$ -	\$ (2,687,044)	\$ 2,686,756	\$ (283)
Debt Service Reserve	-	3,135	5,229,000	-	(5,232,135)	-	-
O & M Reserve	-	7,314	-	-	(7,314)	-	-
	-	10,454	5,229,000	-	(7,926,493)	2,686,756	(283)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	132	-	-	(5,805)	5,673	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 10,586	\$ 5,229,000	\$ -	\$ (7,932,298)	\$ 2,692,429	\$ (283)

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
January 31, 2021

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,687,044		\$ 710	\$ -	\$ -	\$ 2,687,754
Debt Service Reserve	5,232,135	(5,229,000)	(309)	-	-	2,826
O & M Reserve	7,314	-	(2,584)	-	-	4,730
	<u>7,926,493</u>	<u>(5,229,000)</u>	<u>(2,183)</u>	<u>-</u>	<u>-</u>	<u>2,695,310</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	5,805	-	-	-	-	5,805
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 7,932,298</u>	<u>\$ (5,229,000)</u>	<u>\$ (2,183)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,701,115</u>

Less Non- Cash Activity

Disc/(Prem) Amortization & Gain/(Loss) on Sale

Net Change in Investment --Before Non-Cash Activity

2,183

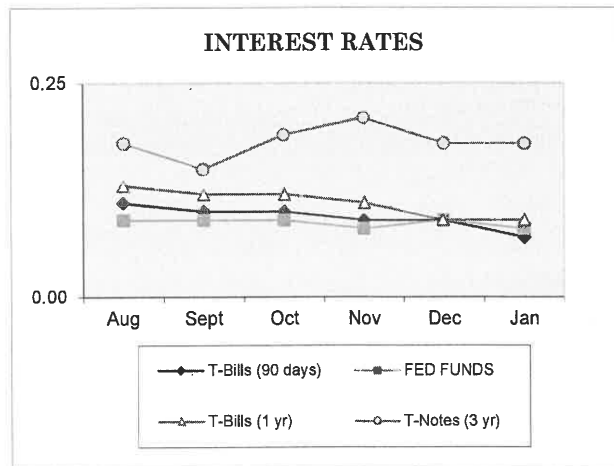
\$ 2,703,298

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.654%	0.535%
Debt Service Account	0.083%	0.083%
Debt Service Reserve	0.951%	0.839%
O & M Reserve	1.060%	0.778%
GHG Cash Account	0.625%	0.625%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	0.08%	1.55%
T-Bills (90da.)	0.07%	1.56%
Agency Disc (90da.)	0.07%	1.62%
T-Bills (1yr.)	0.09%	1.50%
Agency Disc (1yr.)	0.09%	1.55%
T-Notes (3yr.)	0.18%	1.38%



**Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
January 31, 2021**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 500	\$ 17,941	\$ 150	\$ -	\$ 10,520	\$ -	\$ 29,111	74.34%
Corporate Bonds (MTN)	-	-	-	495	-	1,060	-	1,555	3.97%
Municipal Bonds	-	-	-	-	500	-	-	500	1.28%
US Bank Trust Money Market	5,300	-	-	-	-	-	-	5,300	13.54%
Commercial Paper	-	-	-	-	-	-	-	-	-
Investment Trusts (LAIF)	1,642	-	-	-	-	-	-	1,642	4.19%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	-
U.S.Treasury Market Acct.	1,045	-	-	-	-	-	-	1,045	2.67%
U.S.Treasury Bill/Note	-	-	-	-	-	-	-	-	-
Certificates of Deposit	-	-	-	-	-	-	-	-	-
Total Dollars	\$ 7,987	\$500	\$17,941	\$645	\$500	\$11,580	\$0	\$ 39,153	100.00%
Total Percents	20.40%	1.28%	45.81%	1.65%	1.28%	29.58%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

Note: **This appendix has been prepared to comply with
Government Code section 53646.**



Northern California Power Agency
Treasurer's Report

01/31/2021

LEC Issue#1 2010A 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	485,134	0.600	07/01/2013	485,134		1	0.600	485,134	SYS79003	79003	485,134
Fund Total and Average		\$ 485,134	0.600		\$ 485,134		1	0.600	\$ 485,134			\$ 485,134

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	495	0.600	07/01/2013	495		1	0.600	495	SYS79004	79004	495
U.S. Treasury	USBT	2,136,000	0.065	12/03/2020	2,135,325	05/27/2021	115	0.065	2,135,509	912796A33	27127	2,135,566
Federal Home Loan Ba	USBT	1,076,000	0.050	01/26/2021	1,075,812	06/01/2021	120	0.050	1,075,709	313385GH3A	27156	1,075,821
U.S. Treasury	USBT	1,077,000	0.080	12/30/2020	1,076,634	06/01/2021	120	0.081	1,076,698	912796G37	27143	1,076,713
Fund Total and Average		\$ 4,289,495	0.065		\$ 4,288,266		117	0.066	\$ 4,288,411			\$ 4,288,585

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	496	0.600	07/01/2013	496		1	0.600	496	SYS79012	79012	496
U.S. Treasury	USBT	3,858,000	0.065	12/03/2020	3,856,781	05/27/2021	115	0.065	3,857,113	912796A33	27128	3,857,199
Federal Home Loan Ba	USBT	944,000	0.050	01/26/2021	943,835	06/01/2021	120	0.050	943,745	313385GH3A	27157	943,843
U.S. Treasury	USBT	945,000	0.080	12/30/2020	944,679	06/01/2021	120	0.081	944,735	912796G37	27144	944,748
Fund Total and Average		\$ 5,747,496	0.065		\$ 5,745,791		117	0.066	\$ 5,746,089			\$ 5,746,286

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	2,978,000	0.065	12/03/2020	2,977,059	05/27/2021	115	0.065	2,977,315	912796A33	27129	2,977,382
Federal Home Loan Ba	USBT	667,000	0.050	01/26/2021	666,883	06/01/2021	120	0.050	666,820	313385GH3A	27158	666,889
U.S. Treasury	USBT	667,000	0.080	12/30/2020	666,773	06/01/2021	120	0.081	666,813	912796G37	27145	666,822
Fund Total and Average		\$ 4,312,000	0.065		\$ 4,310,715		117	0.066	\$ 4,310,948			\$ 4,311,093
GRAND TOTALS:		\$ 14,834,125	0.083		\$ 14,829,906		113	0.083	\$ 14,830,582			\$ 14,831,098

*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 01/31/2021



Northern California Power Agency
Treasurer's Report

01/31/2021

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	4,429,561	0.600	07/01/2013	4,429,561		1	0.600	4,429,561	SYS79005	79005	4,429,561
Federal Home Loan Ba	USBT	465,000	0.050	01/26/2021	464,919	06/01/2021	120	0.050	464,874	313385GH3A	27159	464,923
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	192	1.699	150,825	3137EAC9	26454	149,560
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	494	1.760	4,211,602	313379Q69	26463	4,119,397
Fund Total and Average		\$ 9,144,561	1.266		\$ 9,209,434		232	1.112	\$ 9,256,862			\$ 9,163,441

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600	07/01/2013	804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.070	09/29/2020	2,367,669	07/15/2021	164	0.071	2,368,171	9127963S6	27099	2,368,245
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		164	0.071	\$ 2,368,975			\$ 2,369,049

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	383,713	0.600	07/01/2013	383,713		1	0.600	383,713	SYS79013	79013	383,713
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	164	0.071	758,734	9127963S6	27100	758,758
Fund Total and Average		\$ 1,142,713	0.248		\$ 1,142,286		109	0.249	\$ 1,142,447			\$ 1,142,471
GRAND TOTALS:		\$ 12,657,078	0.951		\$ 12,720,193		208	0.839	\$ 12,768,284			\$ 12,674,961

*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 01/31/2021



Northern California Power Agency
Treasurer's Report
01/31/2021

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
Local Agency Investm		1,548,980	0.625	07/01/2013	1,548,980		1	0.625	1,548,980	SYS70047	70047	1,548,980
Union Bank of Calif	UBOC	1,045,311	0.002	07/18/2013	1,045,311		1	0.002	1,045,311	SYS70041	70041	1,045,311
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	73	1.590	501,460	3133EYK83	26892	499,909
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	248	1.555	500,361	89236TGJ8	26953	495,812
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	273	1.000	519,795	58607ECD4	26986	516,815
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	476	2.456	612,642	90331HPC1	26822	596,449
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	907	0.375	1,000,070	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,399	1.776	513,755	14912LG1	26952	490,066
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,639	0.579	999,950	3136G4D75	27047	1,000,899
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,645	0.670	2,000,000	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,659	0.600	996,580	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,701	0.530	748,320	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,701	0.530	668,446	3133EMBJ0	27084	670,000
Fund Total and Average		\$ 11,569,291	1.060		\$ 11,640,360		963	0.778	\$ 11,655,670			\$ 11,614,241
GRAND TOTALS:		\$ 11,569,291	1.060		\$ 11,640,360		963	0.778	\$ 11,655,670			\$ 11,614,241

*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 01/31/2021

Investment #26822 USB Callable anytime starting 4/22/2022
Investment #27046 FHLMC Callable on 7/28/2021 only
Investment #27047 FHLMC Callable quarterly starting 7/29/2022
Investment #27054 FFCB Callable anytime starting 2/4/2021
Investment #27057 FNWA Callable quarterly starting 8/18/2022
Investment #27083 FFCB Callable anytime starting 9/29/2021
Investment #27084 FFCB Callable anytime



Northern California Power Agency
Treasurer's Report

01/31/2021

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		92,933	0.625	07/01/2013	92,933		1	0.625	92,933	SYS70046	70046	92,933
Fund Total and Average		\$ 92,933	0.625		\$ 92,933		1	0.625	\$ 92,933			\$ 92,933
GRAND TOTALS:		\$ 92,933	0.625		\$ 92,933		1	0.625	\$ 92,933.			\$ 92,933

*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 01/31/2021



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: January 31, 2021 Financial Reports (Unaudited)

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

	<u>January</u>	
	<u>2021</u>	<u>2020</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 92,933	\$ 117,997
Interest receivable	165	207
Inventory and supplies - at average cost	2,251,364	2,202,632
Prepaid insurance	37,338	683,672
Due from (to) Agency, net	20,637,451	27,003,633
TOTAL CURRENT ASSETS	23,019,251	30,008,141
RESTRICTED ASSETS		
Cash and cash equivalents	7,901,020	2,625,237
Investments	31,225,804	31,582,426
Interest receivable	51,208	59,726
TOTAL RESTRICTED ASSETS	39,178,032	34,267,389
ELECTRIC PLANT		
Electric plant in service	409,938,075	424,445,495
Less: accumulated depreciation	(103,124,826)	(104,704,846)
	306,813,249	319,740,649
Construction work-in-progress	-	182,398
TOTAL ELECTRIC PLANT	306,813,249	319,923,047
OTHER ASSETS		
Regulatory assets	28,591,370	25,391,966
TOTAL OTHER ASSETS	28,591,370	25,391,966
TOTAL ASSETS	397,601,902	409,590,543
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	1,319,455	1,638,626
Asset retirement obligations	185,525	180,856
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,504,980	1,819,482
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 399,106,882	\$ 411,410,025

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

	January	
	2021	2020
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 766,795	\$ 1,560,073
Operating reserves	16,247,897	15,356,285
Current portion of long-term debt	12,515,000	12,040,000
Accrued interest payable	1,249,483	2,322,282
TOTAL CURRENT LIABILITIES	30,779,175	31,278,640
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	325,968	1,201,315
Asset retirement obligations	185,525	180,856
Long-term debt, net	306,535,000	319,050,000
TOTAL NON-CURRENT LIABILITIES	307,046,493	320,432,171
TOTAL LIABILITIES	337,825,668	351,710,811
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	38,836,572	38,307,643
NET POSITION		
Invested in capital assets, net of related debt	(6,682,163)	(6,987,103)
Restricted	25,253,590	19,412,982
Unrestricted	3,873,215	8,965,692
TOTAL NET POSITION	22,444,642	21,391,571
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 399,106,882	\$ 411,410,025

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

		Seven Months Ended January	
		2021	2020
SALES FOR RESALE			
Participants	\$	26,656,298	\$ 26,060,667
Other		34,339,218	35,701,544
TOTAL SALES FOR RESALE		60,995,516	61,762,211
OPERATING EXPENSES			
Operations		22,496,963	26,380,562
Depreciation		8,247,294	8,534,385
Purchased power		1,038,560	1,256,027
Maintenance		2,298,511	2,580,950
Administrative and general		2,979,312	2,602,770
Transmission		609,241	819,541
Intercompany (sales) purchases		244,168	227,826
TOTAL OPERATING EXPENSES		37,914,049	42,402,061
NET OPERATING REVENUES		23,081,467	19,360,150
OTHER REVENUES (EXPENSES)			
Interest expense		(8,050,331)	(8,335,742)
Interest income		36,608	599,316
Other		2,344,377	2,299,483
TOTAL OTHER REVENUES (EXPENSES)		(5,669,346)	(5,436,943)
FUTURE RECOVERABLE AMOUNTS		(535,512)	712,393
REFUNDS TO PARTICIPANTS		(91,904)	(745,738)
INCREASE IN NET POSITION		16,784,705	13,889,862
NET POSITION			
Beginning of year		5,659,937	7,501,709
End of period	\$	22,444,642	\$ 21,391,571

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 5,436,362	\$ 1,664,116	\$ 3,772,246	69%	A
Fixed	2,717,065	2,209,888	507,177	19%	
Administration	211,377	59,679	151,698	72%	
Mandatory Costs	309,455	316,673	(7,218)	0%	B
Routine O&M Costs without Labor	8,674,259	4,289,066	4,385,193	51%	
Labor	5,789,039	3,326,513	2,462,526	43%	
Total Routine O&M Cost	14,463,298	7,615,579	6,847,719	47%	
Other Costs					C
Fuel	32,955,703	16,734,753	16,220,950	49%	
GHG Allowance Costs	8,695,359	16,680	8,678,679	100%	
CA ISO Charges	780,841	609,241	171,600	22%	
CA ISO Purchased Energy	3,049,750	1,038,560	2,011,190	66%	
Debt Service	26,023,835	15,180,570	10,843,265	42%	
Insurance	898,338	467,008	431,330	48%	
Other Costs	106,546	25,740	80,806	76%	
Generation Services Shared	353,712	200,877	152,835	43%	
Administrative & General (Allocated)	2,317,930	1,173,701	1,144,229	49%	
Power Management Allocated Costs	1,523,860	888,918	634,942	42%	
Total O&M Cost	91,169,172	43,951,627	47,217,545	52%	
Projects					D E
Operations & Maintenance	1,060,956	(203,746)	1,264,702	119%	
Capital	6,500	578,606	(572,106)	0%	
Maintenance Reserve	1,838,332	1,072,360	765,972	42%	
Total Projects	2,905,788	1,447,220	1,458,568	50%	
Annual Cost	94,074,960	45,398,847	48,676,113	52%	
Less: Third Party Revenue					
Interest Income	385,845	164,622	221,223	57%	
ISO Energy Sales	55,590,251	33,136,325	22,453,926	40%	
Ancillary Services Sales	1,711,986	1,202,893	509,093	30%	
GHG Allowance Credits	8,463,375	-	8,463,375	100%	
Other Income	-	69,392	(69,392)	0%	
	66,151,457	34,573,232	31,578,225	48%	
Net Annual Cost to Participants	\$ 27,923,503	\$ 10,825,615	\$ 17,097,888	61%	
Total Variable Costs	50,918,015	20,046,670	30,871,345		
Total Fixed Costs	43,156,945	25,352,177	17,804,768		
	\$ 94,074,960	\$ 45,398,847	\$ 48,676,113		
Net Cumulative Generation (MWh)	1,316,988	631,610			
Total O&M Cost Per MWh	\$ 69.23	\$ 69.59			
Net Annual Cost Per MWh	\$ 21.20	\$ 17.14			

General - The plant ran 21 days during the month.

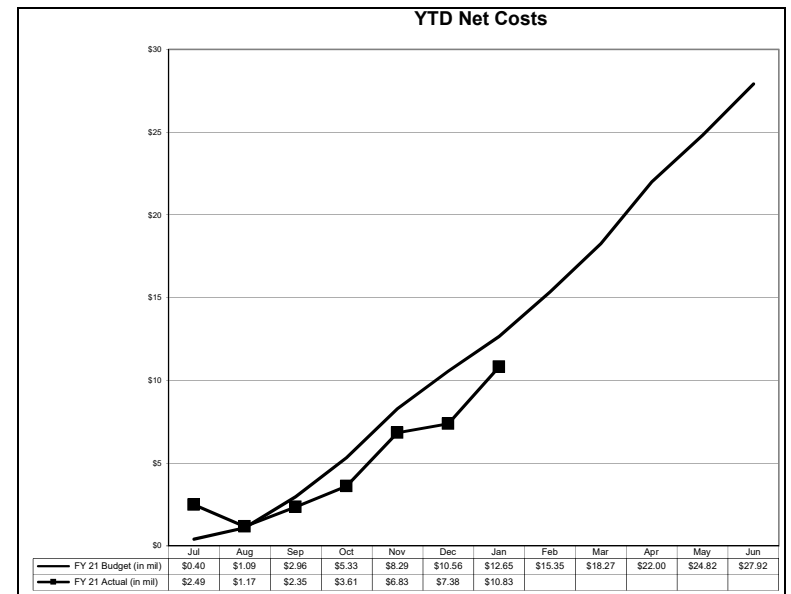
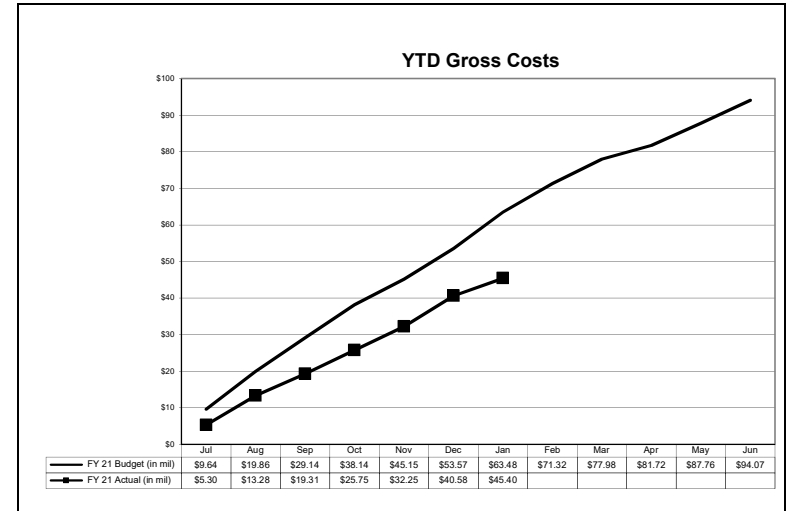
A - Slightly higher costs resulting from additional maintenance costs for annual outage.

B - Higher costs due to annual permit fees payment. Costs are expected to levelize for remainder of the year.

C - Higher than expected CAISO costs due to unbudgeted resource adequacy settlement charges. Amount expected to levelize by end of the year.

D - Amount includes prior year accrual reversal which will levelize when payments are made.

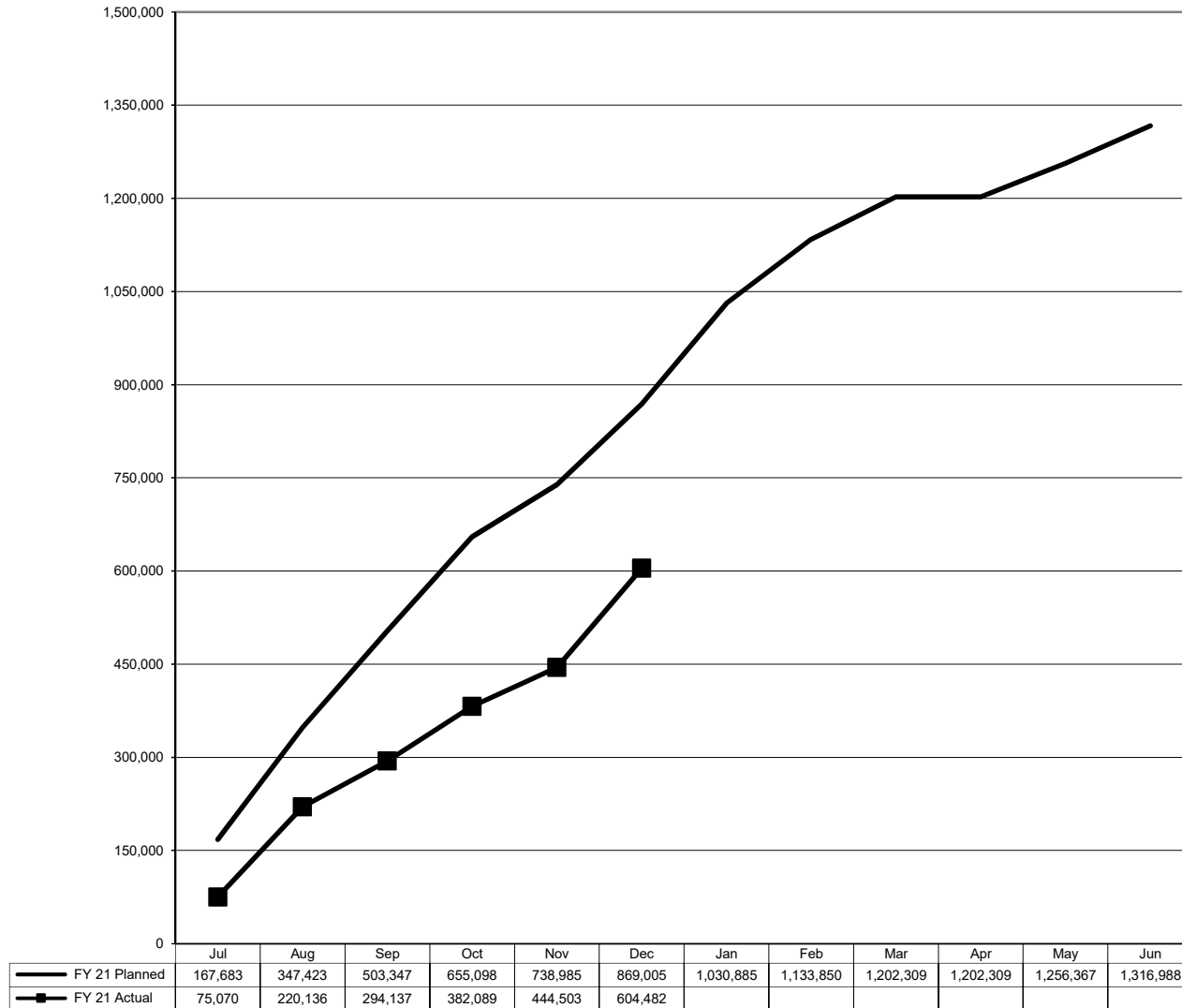
E - Additional unbudgeted costs to put Transformer in service.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2021

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
March 2021														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	29,308	69,439	2,821	352,442	20,663	17,285	99,817	21,384	112,717	8,269	28,068	270,907	18,785	1,051,905
Current MT Compliance Instrument Account (MTA) Balance (MT)	30,477	72,242	3,361	425,667	21,710	18,232	128,742	22,293	135,443	9,082	26,934	311,311	20,191	1,225,685
MTA Shortfall (MT)	(1,169)	(2,803)	(540)	(73,225)	(1,047)	(947)	(28,925)	(909)	(22,726)	(813)	1,134	(40,404)	(1,406)	(173,780)
Monthly GHG Price \$/MT	22.31	22.31	22.31	22.31	22.31	22.31	22.31	22.31	22.31	22.31	22.31	22.31	22.31	
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	25,300	0	0	25,300
Current Month CCA Balance (\$)*	66,088	0	155	0	1,195	5,179	840	0	0	0	16,470	0	2,874	92,801
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	8,830	0	0	8,830

* The Current Month CCA Balance (\$) consists of the current cash balance plus any outstanding balance of Net GHG Obligation (\$) billed but not yet received.

	CY 2021 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual	Estimated											CY 2021	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	27,128	117,386	44,370	0	44,854	52,746	0	0	0	0	0	0	286,484	8,944,391
Gas Schedule (MMBtu)	202,597	910,917	344,309	0	348,065	409,307	0	0	0	0	0	0	2,215,195	64,754,057
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)	10,933	49,158	18,581	0	18,783	22,088	0	0	0	0	0	0	119,543	3,502,504
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)	983,067	1,032,225	1,050,806	1,050,806	1,069,589	1,091,677	1,091,677	1,091,677	1,091,677	1,091,677	1,091,677	1,091,677	1,091,677	1,091,677
Compliance Instrument Participant Transfers														
Carryover Allowances	37,000	0	0	0	0	0	0	0	0	0	0	0	37,000	69,263
Auction Allowances	7,406	0	0	0	0	0	0	0	0	0	0	0	7,406	3,503,324
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)	44,406	0	0	0	0	0	0	0	0	0	0	0	44,406	3,572,587
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	2,405,361
Total Monthly Activity (MT)	44,406	0	0	0	0	0	0	0	0	0	0	0	44,406	3,618,909
Cumulative MT Account Balance (MTA)	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226	1,214,226
MTA Shortfall (MT)	(231,159)	(182,001)	(163,420)	(163,420)	(144,637)	(122,549)	(122,549)	(122,549)	(122,549)	(122,549)	(122,549)	(122,549)	(122,549)	(122,549)
Current Month CCA Balance (\$)	0	0	92,800	0	0	0	0	0	0	0	0	0	0	92,800
Monthly GHG Price	20.34	20.41	22.31	20.56	20.64	22.54	20.79	20.87	22.76	21.02	21.09	22.99		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Nor-Cal Controls ES, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. for engineering and technical support 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Engineering and technical support services related to DCS, PLC, HMI, SCADA and other plant control systems 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 currently has an agreement in place with Nor-Cal Controls ES, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA currently has agreements in place for similar services with d'Heurle Systems, Inc. and Wunderlich-Malec Systems, Inc.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. 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:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc.



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NOR-CAL CONTROLS ES, INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Nor-Cal Controls ES, Inc., an S-corporation with its office located at 4790 Golden Foothill Parkway, El Dorado Hills, CA 95762 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such 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 CONSULTANT.

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

Nor-Cal Controls ES, Inc.
Attention: Anita Sherron, Accounts Receivable
4790 Golden Foothill Parkway
El Dorado Hills, CA 95762

Any written notice to Agency shall be sent to:

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

With a copy to:

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

10.9 Professional Seal. Not Applicable.

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

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

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

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

10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement

by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

///

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

NORTHERN CALIFORNIA POWER AGENCY

NOR-CAL CONTROLS ES, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

CAROLYN LOPEZ,
COO/CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Nor-Cal Controls ES, Inc. ("Consultant") shall provide engineering and technical support services on DCS, PLC, HMI, SCADA and other plant control systems located at any Facilities owned and operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Software upgrades
- Logic creation and implementation
- Graphic creation and implementation
- Network configuration
- System troubleshooting

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

See Following Pages

TRADITIONAL ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



SERVICE CODE	DESCRIPTION	HOURLY RATE	RATE TERMS
REMOTE CONTROLS ENGINEER	Document review for content, graphic development, phone support, training laptop configuration. Engineering review, logic development, communication interfacing development, troubleshooting, HMI configuration. Engineering support, logic advances	\$270	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE I&C TECHNICIAN	Basic instrumentation & controls support and checkout, including loop checking (electrical), electrical troubleshooting, and calibrations. Advanced instrumentation & controls support and checkout, including loop checking (total), electrical and controls troubleshooting, and calibrations	\$225	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE PROJECT MANAGER	Project management, project oversight, scheduling, customer management and interactions	\$250	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE CONTROLS ENGINEER	Meetings, discussions, conferences, site training prep - materials/computers, preparing for onsite class. Engineering review, basic logic development, communication interface installation, troubleshooting-basic, consulting, training. Engineering support, installation & commissioning	\$295	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE ELECTRICAL ENGINEER	Includes but no limited to: NERC/FERC interpretation, troubleshooting electro mechanical devices, troubleshooting protection schemes and devices, design of protection schemes and devices, design and review of utility interconnection points; troubleshooting and design of HV & MV devices to include switchgear, transformers, bus tie, conductor, etc.	\$295	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE ELECTRICAL ENGINEER	Document review, design & development, phone support, electrical consultations	\$200	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE CAD TECHNICIAN	Engineering design support for high level, cabinet, network and electrical drawings	\$110	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE FABRICATION TECHNICIAN	Procurement, construction, assembly of SCADA and network equipment	\$100	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
TRAVEL TIME TO & FROM SITE	Travel time to and from site (minimum 8 hours, maximum 16 hours)	\$200	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
INTERNATIONAL WORK ZONES	<i>Out of Country Field/Site Services:</i> Any country outside of the U.S.A. <i>Offshore/Hazardous Area:</i> Nor Cal Controls ES, Inc. reserves the right to refuse dispatch of its staff to any areas involved or threatened by warfare, and areas deemed unsafe by O.S.H.A. or the US State Department.	\$325	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
EMERGENCY CALL OUTS	Call out support with less than 48 hours preparation	\$325	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate

TRADITIONAL ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



ADDITIONAL SERVICES		DESCRIPTION
TRAINING MANUALS	\$150/per manual	
EQUIPMENT, SOFTWARE, HARDWARE	Invoiced at cost per receipt + 25% standard markup	
STORAGE FEES	\$750/per month/per pallet. Anything over \$100K, charged an additional 1%	
SHIPPING & RECEIVING	5% of total equipment cost	
OUTSIDE SERVICES (SUBCONTRACTED)	Invoiced at cost + 10-20% markup depending on the SOW required	
AIR TRAVEL (T&M Jobs)	Invoiced at cost per receipt. Estimated per research (time and location) based on economy round trip, point to point. Air travel in excess of six (6) hours flying time per leg will be booked as business class. Client will be charged change fees if due to changes on their part. NCC reserves the right to recall its staff after 28 calendar days and send replacement staff. Travel charges and expenses for replacement staff shall be paid by customer	
CAR RENTAL (T&M Jobs)	Invoiced at cost per receipt	
HOTEL (T&M Jobs)	Invoiced at cost per receipt	
LUGGAGE (T&M Jobs)	Invoiced per actual receipt- estimated at \$75 per piece of luggage round trip	
MILEAGE (T&M Jobs)	Invoiced for actual miles driven to and from airport or job site. Estimated at 0.58 per mile per IRS 2020 (or per prevailing IRS rate for year). Only when employee's own car used for work from the point of origin of the seller's representative, plus return and any required local travel.	
PARKING (T&M Jobs)	Invoiced per actual receipt- estimated at \$24 per day	
MEALS (T&M Jobs)	\$65 per day	
TRAVEL EXPENSES MISC. GAS, TOLLS, TRANSPORTATION	Invoiced per actual receipt	
TELECOMMUNICATIONS	Invoiced per actual receipt	

RENEWABLE ENERGY SERVICE RATES

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



SERVICE CODE	DESCRIPTION	HOURLY RATE	RATE TERMS
REMOTE SCADA/AUTOMATION ENGINEER	Technical design review, communication interfacing development, I/O development and dataset mapping, HMI development, Historian configuration and reports generation, alarm configuration, logic development, troubleshooting support, commissioning, and site acceptance testing, training	\$195	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE SCADA/AUTOMATION ENGINEER	Engineering support, installation, commissioning, and site acceptance testing	\$210	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE NETWORK ENGINEER	Technical design review (including NERC CIP), network device configuration, troubleshooting support, commissioning, and site acceptance testing for all network related devices	\$195	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE NETWORK ENGINEER	Engineering support, installation, commissioning, and site acceptance testing	\$210	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE PROJECT MANAGER	Project Management, project oversight, scheduling, customer management and interactions	\$195	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE PROJECT MANAGER	Project Management, project oversight, scheduling, customer management and interactions	\$210	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE FABRICATION TECHNICIAN	Assembly of all SCADA system related racks and panels. Includes MET stations.	\$100	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
ON-SITE FIELD TECHNICIAN	Basic instrumentation & controls support and checkout, including loop checking, point to point checks, device troubleshooting, and calibrations. MET station commissioning.	\$170	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE CAD TECHNICIAN	SCADA, DAS and MET Station design drawings and documentation support.	\$110	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE DOCUMENTATION SPECIALIST	Documentation submittals coordination with project team.	\$105	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
REMOTE EQUIPMENT PROCUREMENT	SCADA, DAS and MET Station project related equipment ordering and tracking. Inventory management support.	\$100	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
TRAVEL TIME TO & FROM SITE	Travel time to and from Site (minimum 8 hours, maximum 16 hours)	\$170	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate
INTERNATIONAL WORK ZONES	<i>Out of Country Field/Site Services:</i> Any country outside of the U.S.A. <i>Offshore/Hazardous Area:</i> Nor Cal Controls ES, Inc. reserves the right to refuse dispatch of its staff to any areas involved or threatened by warfare, and areas deemed unsafe by O.S.H.A. or the US State Department.	\$275	OVERTIME: 1.5 x base rate DOUBLE TIME: 2 x base rate

**EMERGENCY CALL
OUTS**

Call out support with less than 48 hours preparation

\$305OVERTIME: 1.5 x base rate
DOUBLE TIME: 2 x base rate**RENEWABLE ENERGY SERVICE RATES**

EFFECTIVE 01/01/2021 EXPIRES 01/01/2022



ADDITIONAL SERVICES	DESCRIPTION
TRAINING MANUALS	\$150/per manual
EQUIPMENT, SOFTWARE, HARDWARE	Invoiced at cost per receipt + 25% standard markup
STORAGE FEES	\$750/per month/per pallet. Anything over \$100K, charged an additional 1%
SHIPPING & RECEIVING	5% of total equipment cost
OUTSIDE SERVICES (SUBCONTRACTED)	Invoiced at cost + 10-20% markup depending on the SOW required
AIR TRAVEL (T&M Jobs)	Invoiced at cost per receipt. Estimated per research (time and location) based on economy round trip, point to point. Air travel in excess of six (6) hours flying time per leg will be booked as business class. Client will be charged change fees if due to changes on their part. NCC reserves the right to recall its staff after 28 calendar days and send replacement staff. Travel charges and expenses for replacement staff shall be paid by customer
CAR RENTAL (T&M Jobs)	Invoiced at cost per receipt
HOTEL (T&M Jobs)	Invoiced at cost per receipt
LUGGAGE (T&M Jobs)	Invoiced per actual receipt- estimated at \$75 per piece of luggage round trip
MILEAGE (T&M Jobs)	Invoiced for actual miles driven to and from airport or job site. Estimated at 0.58 per mile per IRS 2020 (or per prevailing IRS rate for year). Only when employee's own car used for work from the point of origin of the seller's representative, plus return and any required local travel.
PARKING (T&M Jobs)	Invoiced per actual receipt- estimated at \$24 per day
MEALS (T&M Jobs)	\$65 per day
TRAVEL EXPENSES MISC. GAS, TOLLS, TRANSPORTATION	Invoiced per actual receipt
TELECOMMUNICATIONS	Invoiced per actual receipt

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

Nor-Cal Controls ES, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Fire system maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The vendor providing these services currently at the CT facilities has been unsatisfactory. Bay Cities Pyrotector, Inc. was the successful bidder on a recent solicitation for fire system maintenance at the CT facilities. NCPA has utilized Bay Cities Pyrotector, Inc. for various projects in the past and have been pleased with their performance. 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 currently has an agreement for similar services with Sabah International.

Selection Process

The estimated annual cost for the CT facilities is \$97,135. The enabling portion of the 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. 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:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BAY CITIES PYROTECTOR, 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 Bay Cities Pyrotector, Inc., a California corporation with its office located at 1315 67th Street, Emeryville, CA 94608 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20____ ("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 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Bay Cities Pyrotecator, Inc.
Attention: Lloyd Ernst
1315 67th Street
Emeryville, CA 94608

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

BAY CITIES PYROTECTOR, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

KATHI LINGSCHEID,
Executive Administrator

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Bay Cities Pyrotecator, Inc. ("Contractor") shall provide fire system maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Fire Alarm System Testing & Inspection
- Special Hazard Suppression System I Hood Inspections
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection I Fire Pump I Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications

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

Lodi Energy Center:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Sprinkler Inspection & Test – 2 systems	\$ 2,960.00	\$ 3,049.00	\$ 3,140.00	\$ 3,234.00	\$ 3,332.00
(Wet sprinkler systems: water treatment facility & steam turbine building)					
Annual Private Service Main Test – 2 systems	\$ 2,960.00	\$ 3,049.00	\$ 3,140.00	\$ 3,234.00	\$ 3,332.00
Annual Deluge System Test	\$ 645.00	\$ 664.00	\$ 684.00	\$ 704.00	\$ 726.00
(Located over the lube oil tank in the steam turbine building)					
Annual Preaction Sprinkler System Inspection & Test	\$ 645.00	\$ 664.00	\$ 684.00	\$ 704.00	\$ 726.00
(Located over the bearings in the steam turbine building)					
Annual Foam Inspection, Test & Maintenance of High Expansion Foam System	\$ 3,440.00	\$ 3,543.00	\$ 3,650.00	\$ 3,759.00	\$ 3,872.00
(Located in steam turbine building)					

ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
³ Annual Fire Alarm System Test	\$ 3,600.00	\$ 3,708.00	\$ 3,820.00	\$ 3,935.00	\$ 4,053.00
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
⁴ Semi-annual Sprinkler Inspection & Test	\$ 1,800.00	\$ 1,854.00	\$ 1,910.00	\$ 1,968.00	\$ 2,027.00
Semi-annual Private Service Main Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

QUARTERLY: NFPA 25-2016 CA EDITION	ANNUALIZED (billed quarterly)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Sprinkler, preaction & deluge systems inspection	\$17,760.00	\$18,288.00	\$18,840.00	\$19,404.00	\$19,992.00

10-YEAR: NFPA 25-2016 CA EDITION	
10-Year Foam Bladder Integrity & Hydro Test	\$ 2,960.00
2 - 5,000 gallon vac trucks	\$15,962.00
Total of 10,000 gallons; if not needed will revise pricing	

5-YEAR: NFPA 25-2016 CA EDITION	
5-Year Sprinkler Inspection & Test - 2 systems	\$ 5,920.00
(Wet sprinkler systems: water treatment facility & turbine building)	
5-Year Private Service Main – 2 systems	\$ 5,920.00
5-Year Deluge System Test	\$ 860.00
(Located over the lube oil tank in the steam turbine building)	
5-Year Preaction Sprinkler System Inspection & Test	\$ 860.00
(Located over the bearings in the steam turbine building)	
5-Year Foam Inspection, test & Maintenance of the High Expansion Foam System	\$ 5,160.00
(Located in steam turbine building. To ensure no accidental discharge of foam through the generators, BCPI will utilize a double block method to close down the piping to the foam generators.)	
² 5-Year Water Storage Tank Inspection/Service	\$17,030.00

CT2/STIG:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Sprinkler Inspection & Test	\$ 2,960.00	\$ 3,049.00	\$ 3,140.00	\$ 3,234.00	\$ 3,332.00
(2 wet systems – Office & water treatment warehouse)					
Annual Private Service Main Test	\$ 1,110.00	\$ 1,143.00	\$ 1,178.00	\$ 1,213.00	\$ 1,249.00
Annual Deluge System Test	\$ 645.00	\$ 664.00	\$ 684.00	\$ 705.00	\$ 726.00
(Cooling tower riser. Includes a full flow trip test of the deluge sprinklers. Excludes water recovery or equipment protections.)					
Annual Preaction Sprinkler System Inspection & Test	\$ 1,935.00	\$ 1,993.00	\$ 2,053.00	\$ 2,114.00	\$ 2,178.00
(3 systems – 2 office & 1 shop)					
Annual Water Storage Tank Inspection & Test	\$ 975.00	\$ 1,004.00	\$ 1,034.00	\$ 1,065.00	\$ 1,097.00
Annual Diesel Fire Pump Test	\$ 1,520.00	\$ 1,566.00	\$ 1,613.00	\$ 1,661.00	\$ 1,711.00
(Excludes fluid & filter maintenance. Excludes weekly pump runs.)					

ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
¹ Annual Fire Alarm System Test	\$ 7,200.00	\$ 7,416.00	\$ 7,639.00	\$ 7,869.00	\$ 8,105.00
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
² Semi-annual Sprinkler Inspection & Test	\$ 3,600.00	\$ 3,708.00	\$ 3,820.00	\$ 3,935.00	\$ 4,053.00
Semi-annual Private Service Main Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00

QUARTERLY: NFPA 25-2016 CA EDITION	ANNUALIZED (billed quarterly)				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Sprinkler, preaction & deluge systems inspection	\$13,320.00	\$13,720.00	\$14,127.00	\$14,554.00	\$14,990.00

Quantity and Description

- 1 – Confined space diver \$ 7,398.00
- Lot – Material sales tax @ 8.25% \$ 610.34

Confined Space Amount

\$ 8,008.34

5-YEAR: NFPA 25-2016 CA EDITION	
5-Year Sprinkler Inspection & Test	\$ 5,920.00
(2 wet systems – Office & water treatment warehouse)	
5-Year Private Service Main	\$ 2,405.00
5-Year Deluge System Testing	\$ 860.00
(Cooling tower riser)	
5-Year Preaction Sprinkler System Inspection & Test	\$ 2,580.00
(3 systems – 2 office & 1 shop)	
5-Year Water Storage Tank Inspection & Test	\$ 975.00
(The inspection will utilize a certified confined space diver to conduct the internal visual inspections without draining the tanks)	

CT1 Alameda:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Private Service Main Test – 2 systems	\$ 460.00	\$ 474.00	\$ 488.00	\$ 503.00	\$ 518.00
ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Semi-annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
5-YEAR: NFPA 25-2016 CA EDITION					
5-Year Private Service Main	\$ 690.00				

CT1 Lodi:

ANNUAL: NFPA 25-2016 CA EDITION					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Private Service Main Test – 2 systems	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00	\$ 225.00
ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
SEMI-ANNUAL: NFPA 72					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Semi-annual Fire Suppression System Test	\$ 2,000.00	\$ 2,060.00	\$ 2,122.00	\$ 2,186.00	\$ 2,252.00
5-YEAR: NFPA 25-2016 CA EDITION					
5-Year Private Service Main	\$ 690.00				

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:

See Exhibit A for CT Facilities pricing.

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,

(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

Bay Cities Pyrotecator, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Blue Sky Environmental, Inc. – Five Year Multi-Task Consulting Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc. for emission, rata and source testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Emission, rata and source testing 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. Blue Sky Environmental, Inc. was the successful bidder on a recent solicitation for testing services at the CT1 facility. 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 currently has agreements for similar services with Air Hygiene International, Inc. and Montrose Air Quality Services, LLC.

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. 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 \$500,000 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:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Consulting Services Agreement with Blue Sky Environmental, Inc.



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BLUE SKY ENVIRONMENTAL, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Blue Sky Environmental, Inc., a corporation with its office located at 624 San Gabriel Avenue, Albany, CA 94706 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Blue Sky Environmental, Inc.
Attention: Guy Worthington
624 San Gabriel Avenue
Albany, CA 94706

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails,

the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

BLUE SKY ENVIRONMENTAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

CHARLES R. ARRIVAS, QSTI
Project Manager/Co-Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Blue Sky Environmental, Inc. ("Consultant") shall provide testing services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Rata Testing
- Source Testing
- Emission Testing

These testing services are not maintenance and thus, are not subject to prevailing wage per Labor Code section 1773.5 and Title 8 CCR 16001 (a).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing will be quoted at the time services are required.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

Blue Sky Environmental, Inc.
(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Groome Industrial Service Group, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the General Manager or his designee to enter into a Multi-Task General Services Agreement with Groome Industrial Service Group, LLC for ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and covid-19 cleaning 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Ammonia injection grid/vaporizer, CO/SCR and HRSG inspection and maintenance and covid-19 cleaning 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 currently has an agreement in place with Groome Industrial Service Group, LLC, which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA currently has agreements for similar services with Precision Iceblast Corporation and Jan-Pro of the Greater Bay Area.

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. 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:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Groome Industrial Service Group, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GROOME INDUSTRIAL SERVICE GROUP, 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 Groome Industrial Service Group, LLC., a limited liability company, with its office located at 22 Audrey Place, Fairfield, NJ 07004 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 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** 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 ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

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

4.5 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Groome Industrial Service Group, LLC.
Attention: Steve Houghton
22 Audrey Place
Fairfield, NJ 07004

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

GROOME INDUSTRIAL SERVICE
GROUP, LLC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

STEVE HOUGHTON,
VP of Sales

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Groome Industrial Service Group, LLC. ("Contractor") shall provide inspection and maintenance services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- SCR Catalyst Cleaning & Repacking
- CO Catalyst Cleaning & Repacking
- Ammonia Injection Grid Cleaning
- Ammonia Vaporizer Cleaning
- SCR & CO Catalyst Replacement
- HRSG Tube Cleaning
- Inlet Filter House & Duct Refurbishment
- Full-Scale Plant Cleandown
- Baghouse / Filter Changeouts
- Drain System & Pit Cleanouts
- Cooling Tower / ACC Cleaning
- Grate Block / Bar Refurbishment
- Covid-19 Cleaning

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:

2021 Rates & Pricing

Catalyst Technicians.....	\$109.00 / hour (Straight Time)
Consumable Supplies.....	Cost plus 25% (if required)
Equipment Rental.....	Cost plus 25% (if required)
PPE.....	\$ 48.00 per man / per shift
Per Diem.....	\$185.00 per man / per shift

Overtime rates are calculated at 1.5 x the straight time rate. This overtime rate is effective after 8 straight time hours are worked Monday through Friday and all-day Saturday and Sunday. Holiday rates are double-time; except Easter, Thanksgiving Day, Christmas Day, and New Year's Day, which are billed at triple-time.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Groome Industrial Service Group, LLC.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

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

____ Steve Houghton, VP of Sales ____
(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Maxim Crane Works, L.P. – Five Year Multi-Task General Services Agreement;
Applicable to the following: All Northern California Power Agency (NCPA).

Proposal

Approve the General Manager or his designee to enter into a Multi-Task General Services Agreement with Maxim Crane Works, L.P. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at all facilities owned and/or operated by NCPA.

Background

Crane related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA currently has an agreement in place with Maxim Crane Works, L.P., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with American Crane Rental, Hatton Crane & Rigging, OST Trucks & Cranes, Summit Crane Company and Titan Crane & Rigging.

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. 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 \$1,500,000 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:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Maxim Crane Works, L.P.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MAXIM CRANE WORKS, L.P.**

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 Maxim Crane Works, L.P., a limited partnership with its office located at 7512 Pacific Avenue, Pleasant Grove, CA 95668 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 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 consistent with the terms of this Agreement.
- 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. Due to the nature of the Services provided by Contractor under this Agreement, the parties agree that the quotation for specific Work is an estimate and that Contractor will bill Agency at agreed-upon labor and equipment rates on an hourly, daily, weekly, or monthly basis as specified in Exhibit B or in the Purchase Order. Further, Agency will be billed for any applicable freight fuel charges and all other ancillary charges as agreed upon by the parties in a Purchase Order. Contractor shall have seven calendar days from the date of the

Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

- 1.6 Notwithstanding any of the foregoing, Contractor's Work, as the provider of cranes and related crane services only and shall not include except where and to the extent Contractor's employees or agents are used as agreed in writing by the parties hereto: (i) providing general jobsite safety with respect to the area(s) surrounding Contractor's crane operations; (ii) providing accurate load weights; (iii) control, supervision and responsibility for hooking and unhooking loads; and (iv) providing competent and qualified signal persons to direct Contractor's equipment operators. Furthermore, Agency verifies signal person(s) and rigger(s) supplied are qualified as defined and required by OSHA Regulations, 29 CFR 1926.1425 & 1428.

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

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

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

Invoices shall be sent to:

///

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

- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall

be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not Applicable.

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.
- 4.7** Notwithstanding any of the above or any other provision of this Agreement or any applicable Contract Document or attachment, with respect to Agency, and Contractor's commercial general liability insurance policies with current limits of \$305,000,000.00, any requested additional insured status on a primary basis and waivers, shall be extended to Contractor's contractual liabilities herein; and such special endorsements shall NOT apply to any liability caused by an additional insured's own negligent act or omission, intentional or misconduct. Contractor's certificate of insurance and the endorsements to Contractor's insurance policies shall include the phrase "as required by written contract" or similar language to clarify that the insurance certificate and endorsement forms shall not be construed to provide greater rights than those conveyed by this Agreement and the attachments thereto. Contractor hereby reserves and retains whatever rights and remedies it may possess at law or in equity to recover losses and/or damages from any responsible third party.

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 to the extent caused by acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the negligence of Agency.
- 5.3 Transfer of Title.** Not Applicable.

- 5.4 Contractor and Agency intend and agree that this section shall be interpreted and applied based on principles of comparative or proportionate fault, each party being responsible for its own acts or omissions, and third parties are similarly responsible for their own acts or omissions.

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.
- 8.4.5** Notwithstanding any of the above or any other provision of this Agreement, under no circumstances shall Agency or any other party have the right to take possession of or to use Contractor's equipment without the express written permission or agreement of Contractor and the execution of a separate bare equipment rental agreement as agreed by the parties hereto.

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. Agency agrees that it shall not retain an audit firm on a contingent fee or similar basis.
- 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 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. Agency will not 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 shall be solely as an accommodation and Agency shall have no 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 in good condition. Contractor acknowledges this unconditional release of Agency, and its officials, commissioners, officers, employees, agents and volunteers. Nonetheless, Contractor hereby reserves whatever rights it may possess at law or in equity to recover losses or damages from responsible third parties.

10.3 Use of Agency Equipment. Contractor will not use Agency equipment.

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 provided by Contractor 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 provided by Contractor under this Agreement fails due to defects in material in support plates, donnage or other lifting equipment 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.

- 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.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

Maxim Crane Works, L.P.
Attention: Aaron Carrion
7512 Pacific Avenue
Pleasant Grove, CA 95668

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), this 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.

SIGNATURES ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

MAXIM CRANE WORKS, L.P.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DEAN BERLIN,
Vice President – West Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Maxim Crane Works, L.P. ("Contractor") shall provide crane services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by Agency.

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

- Engineering and Project Management for crane rental projects
- Crane and lift training
- Engineered crane lifts
- Crane rentals and crane rental services
- Rigging services
- Transportation services
- Heavy lifts/Heavy transportation services
- On-site evaluations
- Operated and Maintained Crane Rental
- Base Crane Rental

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:



1/26/2021

Operated & Maintained Equipment

Hydraulic Truck Cranes

Capacity	Hourly Rate	Overtime	Doubletime
40 Ton	\$ 195.00	\$ 235.00	\$ 275.00
50 Ton	\$ 205.00	\$ 245.00	\$ 285.00
60 Ton	\$ 215.00	\$ 255.00	\$ 295.00
70 Ton	\$ 235.00	\$ 275.00	\$ 315.00
75 Ton	\$ 245.00	\$ 285.00	\$ 325.00
90 Ton	\$ 260.00	\$ 300.00	\$ 340.00
110 ton*	\$ 375.00	\$ 455.00	\$ 535.00
120 Ton*	\$ 385.00	\$ 465.00	\$ 545.00
175 Ton*	\$ 395.00	\$ 475.00	\$ 555.00
185 Ton*	\$ 415.00	\$ 495.00	\$ 575.00
210 Ton*	\$ 445.00	\$ 525.00	\$ 605.00
235 Ton*	\$ 455.00	\$ 535.00	\$ 615.00
275 Ton*	\$ 465.00	\$ 545.00	\$ 625.00
300 Ton*	\$ 525.00	\$ 605.00	\$ 685.00
500 Ton*	\$ 850.00	\$ 930.00	\$ 1,010.00

*denotes 2 man cranes

Notes:

1. Fuel surcharge included in rate
2. Bare rental rates are based on monthly = 176 hours
3. 4 Hour minimum port x port (1) man Hyd truck cranes
4. 8 Hour minimum port x port (2) man Hyd truck cranes
5. Operated and Maintained Rough terrains are 8 hour min.
6. Local 3 rules apply
7. Permits are not included in rates *Based on Cwt configuration

Cwt Loads maximum basic lift crane

90 Ton*	1	HTC8690	
120 Ton*	2	LTM1160 5.1	*Reduced cwt.
175 Ton*	3	LTM1160 5.1	
185 Ton*	3	LTM1160 5.1	
210 Ton*	4	GMK5210	
235 Ton*	4	LTM 1200/1	
275 Ton*	4	GMK5275	
300 Ton*	6	GMK6300	
500 Ton*	9	LTM 1400 7.1	

Rough Terrain Cranes *8 hour min

Capacity	Hourly Rate	Overtime	Doubletime
30 Ton RT	\$ 175.00	\$ 215.00	\$ 255.00
50 Ton RT	\$ 190.00	\$ 230.00	\$ 270.00
65 Ton RT	\$ 200.00	\$ 240.00	\$ 280.00
75 Ton RT	\$ 205.00	\$ 245.00	\$ 285.00
80 Ton RT	\$ 215.00	\$ 255.00	\$ 295.00
90 Ton RT	\$ 235.00	\$ 275.00	\$ 315.00
100 Ton RT	\$ 255.00	\$ 295.00	\$ 335.00
130 Ton RT	\$ 295.00	\$ 335.00	\$ 375.00

Rough Terrain Cranes Bare rental

Capacity	Weekly Rate	Monthly rate
30 Ton RT	\$ 1,850.00	\$ 5,500.00
50 Ton RT	\$ 2,500.00	\$ 7,500.00
65 Ton RT	\$ 3,300.00	\$ 9,800.00
75 Ton RT	\$ 3,550.00	\$ 10,600.00
80 Ton RT	\$ 4,200.00	\$ 12,500.00
90 Ton RT	\$ 5,000.00	\$ 15,000.00
100 Ton RT	\$ 6,000.00	\$ 18,000.00
130 Ton RT	\$ 7,700.00	\$ 23,000.00

	Hourly Rate	Overtime	Doubletime
Cwt Trucking	\$ 145.00	\$ 185.00	\$ 225.00
9 Axle Transport	\$ 225.00	\$ 265.00	\$ 305.00
5 Axle Transport	\$ 175.00	\$ 215.00	\$ 255.00

*Added Cwt trucking applies based on required configuration

Excess Crew Time

Operator	\$ 135.00	\$ 175.00	\$ 215.00
Operator/Oiler	\$ 270.00	\$ 350.00	\$ 430.00

*All cranes can be configured for required radius and weight requirement.

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

Maxim Crane Works, L.P.

(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.:16

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Service Agreement with Capital Industrial Restoration, Inc. for industrial coatings, concrete maintenance and general masonry services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years for use at all facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (“SCPPA”), and by SCPPA Members.

Background

Industrial coatings, concrete maintenance and masonry services are required for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and by SCPPA members. NCPA has a current Short Form Agreement (SFA) agreement in place with Capital Industrial Restoration, Inc. To facilitate competition on larger projects, NCPA now desires to put a new general services agreement into place with Capital Industrial Restoration, Inc. NCPA has agreements in place for similar services with Syblon Reid, Ford Construction, Granite Construction, KW Emerson and George Reed.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will seek competitive bids from qualified providers when feasible and enter into additional enabling agreements as needed. The bid is awarded to the best value provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$2,500,000 over five (5) years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Capital Industrial Restoration, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CAPITAL INDUSTRIAL RESTORATION, 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 Capital Industrial Restoration, Inc., a corporation with its office located at 659 Aspen Meadows Way, Lincoln, CA 95648 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 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** two million five hundred thousand dollars (\$2,500,000) 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. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Tim Sholl, CEO
Capital Industrial Restoration, Inc.
659 Aspen Meadow Way
Lincoln, CA 95648

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

CAPITAL INDUSTRIAL RESTORATION

Date_____

Date_____

RANDY S. HOWARD, General Manager

TIM SHOLL, Chief Executive Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Capital Industrial Restoration, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, SCPPA, and SCPPA Members, shall perform the following routine, recurring, and usual maintenance services including, without limitation:

- Concrete sealing and crack injection;
- Industrial coatings;
- Concrete work;
- General masonry work; and
- Other miscellaneous maintenance tasks.

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:

Capital Industrial Restoration, Inc.

DESCRIPTION	UNITS	Regular	Prevailing	MATERIAL
RATE SHEET		Hourly	Hourly	
LABOR RATES		Rate	Rate	
SUPERVISOR	HOURLY	\$90.00	\$112.00	
STONE MASON	HOURLY	\$79.00	\$140.00	
CEMENT MASON (EPOXY)	HOURLY	\$76.00	\$110.00	
CEMENT MASON (CONCRETE)	HOURLY	\$76.00	\$110.00	
CARPENTER	HOURLY	\$76.00	OPEN	
LABORER	HOURLY	\$59.00	\$108.00	
TRAVEL TIME RATE	HOURLY	\$29.50	\$29.50	
TRUCK WITH HAND TOOLS	1		\$250.00	
SPECIAL-HILTI,BOSCH,DUSTLESS	1		\$110.00	
EPOXY INJECTION MACHINE	1		\$228.00 DAY	
URETHANE INJECTION MACHINE	1		\$125.00 DAY	
GROUT PUMP	1		\$190.00 DAY	
SIKA ANCHOR 3001 GEL PUMP	1		\$190.00 DAY	
CONFINED SPACE EQUIPMENT	M/TR/H/V		\$350.00 DAY	
GENERATOR 5000W	DAILY		\$125.00 DAY	
SIKADUR 31 HI-MOD GEL	1 GAL.	NSF61	APPROVED	\$75.72
SIKADUR 35 HI-MOD LV	1 GAL.	NSF61	APPROVED	\$98.95
SIKADUR 52 INJECTION RESIN	1 GAL.			\$86.85
SIKA ARMATEC 110	1 KIT			\$215.00
SIKATOP 111/121/122/123/ETC.	1 BAG	NSF61	APPROVED	\$56.10
SIKA GROUT/212/222/300 PT	1 BAG			\$25.75
SIKA VOH	1 BAG			\$54.00
KEMKO STRIP SEAL SbyS	1 TUBE			\$48.00
SIKA 55 SLV	1 GAL.			\$108.10
PUMP WASH	1 GAL.			\$39.00
SPETEC POLYURETHANE GROUT	1 GAL.	NSF61	APPROVED	\$140.00
WATERPLUG	1 PAIL			\$97.50
INJECTION PACKERS	1 EA.			\$4.50
BASF MASTER SEAL HYDRAULIC	1 PAIL			\$125.50
PORTS & CAPS	EA.			\$4.00
SIKA ANCHOR FIX-3001 SbyS	EA.	NSF61	APPROVED	\$38.00
MATERIALS RECEIPT plus 15%				
EQUIPMENT/TOOLS/LIFTS/				
LUMBER/STEEL/HARDWARE/ETC.				
AT CURRENT COSTS				
SHIPPING & HANDLING		15-25%		
ADD TAXES TO MATERIALS		8-9%		
MILEAGE		\$0.58		
STAND-BY AT HOURLY RATES +		HOURLY		
TRAVEL TIME		HOURLY		
LODGING PER AREA		OPEN		
LISTED TO BE BILLED AT FAIR				
WORKERS COMPENSATION INS.	INCL.		IN RATES	
OVERTIME AT TIME & HALF	1.5			
PER/DIEM/P/M @\$50.00/P/D	P/D			
MOBILIZATION FEE	OPEN			
REVISED 1-6-2020				

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

The rates set forth above are valid from March 2021 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D - 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: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 17

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Nate's Tree Service, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with Nate's Tree Service, Inc. for vegetation management services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Vegetation management including tree falling and brush removal 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. Nate's Tree Service, Inc. is a new vendor, so no previous agreements exist. Nate's Tree Service was the successful bidder on a recent solicitation for tree removal services. 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 Kimberly Fields, Ronwright Logging and Tanner Logging.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will seek competitive bids from qualified providers when feasible and enter into additional enabling agreements as needed. The bid is awarded to the best value provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$2,500,000 over five (5) years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Nate's Tree Service, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NATE'S TREE SERVICE, 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 Nate's Tree Service, Inc., a corporation with its office located at 16603 Meadow Lark Drive, Sonoma, CA 95370 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 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** two million five hundred thousand dollars (\$2,500,000) 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. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Michelle Gray, CEO
Nate's Tree Service, Inc.
16603 Meadow Lark Drive
Sonora, CA 95370

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

NATE'S TREE SERVICE, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

MICHELLE GRAY, CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Nate's Tree Service, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members, including:

- Falling trees;
- Climbing;
- Chipping;
- Hauling;
- Brush removal;
- Weed abatement.

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:

TIME AND MATERIALS FOR 5 YEAR CONTRACT FOR
VEGETATION MANAGEMENT

PREVAILING WAGE

DAY RATE @ \$4200.00 OR DEPENDING ON JOB

3-4 MAN CREW

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

The rates set forth above are valid from February 2021 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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,

Michelle Gray, CEO

(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

Nate's Tree Service, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

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: _____

Name of Employer

Nate's Tree Service, Inc.

(Authorized Officer & Title)

Michelle Gray, CEO

16603 Meadow Lark Drive

(Address)

Sonora, CA 95370



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 18

Meeting Date: March 8, 2021

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 to a requested update to the designated contact for the CA Department of Water Resources.

Background

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

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update the designated Contact for the CA Department of Water Resources, as requested by Ghassan ALQaser (Chief, Power and Risk Office, CA Department of Water Resources), to align with recent staffing changes. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

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

Environmental Analysis

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

Recommendation

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

Submitted by:

JOEL LEDESMA
Assistant General Manager Generation Services

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

Agreement Schedule 6.00

Contact List

Northern California Power Agency

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

With copies to:

Northern California Power Agency
Attn: Ken Speer, Assistant General Manager – Generation Services
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4201
Facsimile: (916) 783-7693
Email: ken.speer@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: Manny Robledo, Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5219
Facsimile: (626) 334-3163
Email: <mailto:gmorrow@ci.azusa.ca.us> mrobledo@azusaca.gov

San Francisco Bay Area Rapid Transit District

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

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

Modesto Irrigation District

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

California Department of Water Resources:

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

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

City of Biggs

City of Biggs

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

City of Gridley

City of Gridley
Attn: Paul Eckert, City Administrator
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-3631
Facsimile: (530) 846-3229
Email: [mailto: eckert@gridley.ca.us](mailto:eckert@gridley.ca.us)

City of Healdsburg

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

City of Lodi

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

City of Lompoc

City of Lompoc
Attn: Charles Berry
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001

Telephone: (805) 875-8299 (switchboard)
Facsimile: (805) 875-8399
Email: c_berry@ci.lompoc.ca.us

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

City of Ukiah

City of Ukiah
Attn: Mel Grandi, Utility Director
300 Seminary Avenue
Ukiah, California 95482
Telephone: (707) 463-6295 or (209) 747-0546
Facsimile: (707) 463-6740
Email: mgrandi@cityofukiah.com

Power and Water Resources Pooling Authority

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 19

Date: March 4, 2021

Meeting Date: March 8, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Lodi Energy Center FY 2022 Annual Budget

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve and adopt the Lodi Energy Center (LEC) FY 2022 Annual Budget in the amount of \$90,384,253 and approve modifications to the PMOA Schedule 1, Exhibit 2.

Background

In October 2020, the Commission approved budget guidance for the NCPA FY 2022 Annual Budget and staff began preparation of the proposed budget during the following months. Presentations on the budget were made to the Lodi Energy Center Project Participants Committee on February 8, 2021 and March 8, 2021.

All changes resulting from the budget review meetings have been incorporated into the proposed Lodi Energy Center FY 2022 Annual Budget.

Section 21.3 of the Lodi Energy Center Power Sales Agreement dated May 24, 2010 requires that an Operating Reserve Fund be established for the LEC project and that a minimum of 60 days of Operation and Maintenance Expenses for the LEC project be maintained in this fund. There are no changes to the Operating Reserve in the proposed budget.

Assumptions

The LEC budget is heavily driven by variable costs. Each year a market model is prepared and through analysis, the projected operation of LEC is determined. These factors feed into the budget process, which then get calculated into an estimated cost to be used in the budget. The assumption results are summarized in the table below.

	FY21	FY22	
Energy Production			
MWHrs	1,316,988	945,377	-28%
Avg Rate (\$/MWHr)	45.10	53.00	18%
Fuel			
mmBTU	9,021,368	6,475,833	-28%
Avg Rate (\$/mmBTU)	3.54	4.55	29%
Operations			
Hours On-line	5,207	3,601	-31%
Starts	166	152	-8%
Avg Output (MW)	253	263	4%

FY22 has a 3-Month Planned outage

In addition, because of the rate changes 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 below represents the changes required to the PMOA with the approved budget.

PMOA Schedule 1 Exhibit 2

VOM Impact	Approved FY21 Budget	Approved FY21 VOM	Proposed FY22 Budget	Proposed FY22 VOM	Percent Change
Variable Cost	(\$)	(\$/MWHr)	(\$)	(\$/MWHr)	
Operations	1,234,037	0.94	867,357	0.92	-2.1%
LTSA-\$/MWHr	2,686,656	2.04	2,734,396	2.09	2.5%
Maintenance Reserve Variable	276,567	0.21	207,983	0.22	4.8%
Total	4,197,260	3.19	3,809,736	3.23	1.3%
LTSA-\$/Start				12,926	
Forecasted Starts				152.00	
Forecasted Generation (MWHr)		1,599,464		945,377	-40.9%

Fiscal Impact

The Lodi Energy Center Annual Budget cost for FY 2022 is approximately \$90 million, which represents a decrease of approximately \$3.6 million from the prior year's budget. Third Party Revenue forecast for FY 2022 is approximately \$57 million, which is about \$9.2 million less than the prior year's revenue.

The forecast Net Annual Budget Cost to Participants is approximately \$33.4 million which is about \$5.4 million higher than the prior year's budget. Funding allocations for each member are attached to this staff report and shown on page H-1 of the budget.

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

Prepared by:

Joel Ledesma
Assistant General Manager/Generation Services

Attachments: (3)

- Allocation of LEC Project Budget
- LEC Budget
- PMOA Schedule 1.00, Exhibit 2

ALLOCATION PERCENTAGES

Summary of Variable and Fixed Project Costs:

FY 2021 Approved Budget (For Comparison Purpose):

Project Costs Increase

Note: 1 Generation Entitlement Share (GES) is synonymous with commonly used terms of Project Entitlement Share, Project Percentage, Project Share, Third Phase share

Reserve Requirement will be charged/Credited to participants in the July 2021 All Resources Bill.

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Variable Costs						
Variable O&M	\$5,381,629	\$3,291,274	\$5,436,362	\$1,525,544	\$3,601,753	(\$1,834,609)
Fuel & LDC Costs	39,513,147	21,870,593	32,955,703	15,882,941	31,029,301	(1,926,402)
GHG Allowance Costs	0	66,072	8,695,359	16,680	6,268,971	(2,426,388)
CA ISO Charges	883,969	1,349,571	780,841	535,635	470,645	(310,196)
CA ISO Energy Purchases	3,826,263	1,457,986	3,049,750	966,401	2,666,658	(383,092)
Total Variable Costs	49,605,008	28,035,496	50,918,016	18,927,201	44,037,328	(6,880,687)
Routine O & M Costs						
Fixed O&M	2,646,090	3,769,955	2,717,065	1,947,048	2,989,071	272,006
Administration	209,845	121,244	211,377	56,680	216,277	4,900
Mandatory Costs	304,750	467,766	309,455	274,846	312,245	2,790
Inventory Stock	0	0	0	7,485	0	0
Routine O & M Costs without Labor	3,160,685	4,358,965	3,237,898	2,286,059	3,517,593	279,696
Labor	5,558,310	5,669,070	5,789,039	2,748,467	6,040,616	251,577
Total Routine O & M Costs	8,718,995	10,028,035	9,026,937	5,034,526	9,558,209	531,273
Other Plant Costs						
Debt Service	26,054,428	26,026,082	26,023,835	13,011,918	26,008,267	(15,568)
Insurance	0	797,306	898,336	397,966	1,576,482	678,146
Other Costs	128,792	188,874	106,546	25,396	128,171	21,625
Generation Services Shared	339,783	398,773	353,712	165,577	364,835	11,123
Administrative & General	2,105,792	2,055,103	2,317,930	965,643	2,191,101	(126,829)
Power Management Allocated Costs	1,439,156	1,383,607	1,523,860	761,930	1,512,950	(10,910)
Total Other Plant Costs	30,067,951	30,849,745	31,224,219	15,328,430	31,781,806	557,587
Total O & M Costs	88,391,954	68,913,276	91,169,172	39,290,157	85,377,343	(5,791,827)
Projects						
Operations & Maintenance	917,433	45,265,569	1,060,956	(238,088)	1,375,308	314,352
Capital	2,919,108	4,004,571	6,500	578,606	1,756,500	1,750,000
Maintenance Reserve	1,496,174	1,496,174	1,838,332	919,166	1,875,102	36,770
Total Projects	5,332,715	50,766,314	2,905,788	1,259,684	5,006,910	2,101,122
Annual Budget Cost	93,724,669	119,679,590	94,074,960	40,549,841	90,384,253	(3,690,705)

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Less: Third Party Revenue						
ISO Energy Sales	72,602,551	35,864,533	55,590,251	31,849,778	49,394,211	(6,196,040)
Ancillary Services Sales	1,432,533	1,202,519	1,711,986	1,146,638	1,152,080	(559,906)
GHG Allowance Credits	0	0	8,463,375	0	6,101,721	(2,361,654)
Interest Income - Operations	94,945	292,149	94,945	82,156	94,945	0
Interest Income (NCPA)	242,355	248,674	242,355	52,701	242,355	0
Interest Income (CDWR)	48,545	61,474	48,545	7,505	48,545	0
Insurance Receipts	0	42,948,915	0	(34,342)	0	0
Other Income	0	1,661,043	0	69,392	0	0
	74,420,929	82,279,307	66,151,457	33,173,828	57,033,857	(9,117,600)
Net Annual Budget Cost To Participants	\$19,303,740	\$37,400,283	\$27,923,503	\$7,376,013	\$33,350,396	\$5,426,895
Total Variable Costs	\$49,605,008	\$28,035,496	\$50,918,016	\$18,927,201	\$44,037,328	(\$6,880,687)
Total Fixed Costs	44,119,661	91,644,094	43,156,944	21,622,640	46,346,925	3,189,982
	\$93,724,669	\$119,679,590	\$94,074,960	\$40,549,841	\$90,384,253	(\$3,690,705)
Natural Gas (mmBtu)						
Net Annual Generation (MWh)	1,599,464	865,839	1,316,988	604,482	945,377	(371,611)
Net Annual Budget Costs per MWh	\$12	\$43	\$21	\$12	\$35	\$14
Variable Costs per MWh	\$31	\$32	\$39	\$31	\$47	\$8
Fixed Costs per KW Month	\$13	\$27	\$13	\$13	\$14	\$1

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Variable O&M Costs						
Services -						
Variable Services	3,791,042	2,338,625	3,971,225	965,240	2,734,396	(1,236,829)
Waste Disposal	358,282	155,801	330,024	103,137	132,353	(197,671)
Laboratory and Testing	8,554	5,277	7,880	3,468	6,618	(1,262)
Resin Bottles and Regeneration	36,224	55,074	33,367	2,640	39,924	6,557
Subtotal	4,194,102	2,554,777	4,342,496	1,074,485	2,913,291	(1,429,205)
Other -						
Ammonia/Emissions Gases	189,401	115,077	174,463	50,083	83,421	(91,042)
Dry Chemicals	521,036	252,232	479,942	140,324	207,983	(271,959)
Bulk Chemicals	115,689	120,599	106,565	92,591	122,899	16,334
Specialty Chemicals	200,534	126,817	184,718	69,965	122,899	(61,819)
Laboratory and Testing	33,571	19,594	30,923	15,601	28,361	(2,562)
Filters	127,296	102,178	117,256	82,495	122,899	5,643
Subtotal	1,187,527	736,497	1,093,867	451,059	688,462	(405,405)
Total Variable O&M	\$5,381,629	\$3,291,274	\$5,436,363	\$1,525,544	\$3,601,753	(\$1,834,610)

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Fixed O&M Costs						
Services -						
Electrical/Control	98,275	170,343	99,946	137,233	112,206	12,260
Buildings and Grounds	49,137	87,769	49,972	27,397	56,102	6,130
Overall Facility Expense	81,896	183,924	83,288	136,002	93,505	10,217
CEMS Support Contract	3,822	0	3,887	0	0	(3,887)
CTG and Accessories	117,384	97,032	119,379	7,980	119,379	0
HRS/Stack	84,625	37,236	86,064	10,908	75,000	(11,064)
STG and Accessories	49,137	16,456	49,972	18,239	40,000	(9,972)
Water Treatment	76,436	129,781	77,735	58,774	87,271	9,536
Balance of Plant	57,873	330,725	58,857	29,883	66,077	7,220
Network/Communication	5,460	7,495	5,553	2,498	6,234	681
Tools/Shop/Warehouse Equip	0	5,070	0	0	0	0
Subtotal	624,045	1,065,831	634,653	428,914	655,774	21,121
Supplies -						
Overall Facility Expense	8,198	107,889	8,337	19,617	9,360	1,023
Gas Turbine	0	0	0	4,293	0	0
CTG and Accessories	36,711	35,227	37,335	29,389	37,335	0
HRS/Stack	44,552	45,899	45,309	22,609	45,309	0
Ammonia System	0	513	0	0	0	0
STG and Accessories	12,475	18,938	12,687	6,995	14,243	1,556
Water Treatment	26,731	94,115	27,185	48,428	30,520	3,335
Balance of Plant	61,660	268,765	62,708	67,393	70,400	7,692
Electrical/Control	16,039	115,473	16,312	44,658	18,313	2,001
Network/Communication	5,346	90	5,437	3,563	5,437	0
Buildings and Grounds	8,910	15,297	9,061	2,823	9,061	0
Tools/Shop/Warehouse Equip	0	13,635	0	17,265	0	0
Subtotal	220,622	715,841	224,371	267,033	239,978	15,607
Other -						
Rental	32,000	19,682	32,544	15,862	30,000	(2,544)
Liquidated Gas Turbines Shared Facilities - O	178,496	184,228	187,522	73,183	194,480	6,958
Auxiliary Power and Utilities	435,756	624,679	443,164	468,656	624,679	181,515
Lease	1,155,171	1,159,694	1,194,809	693,400	1,244,160	49,351
Subtotal	1,801,423	1,988,283	1,858,039	1,251,101	2,093,319	235,280
Total Fixed O&M	\$2,646,090	\$3,769,955	\$2,717,063	\$1,947,048	\$2,989,071	\$272,008

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Administration						
Other -						
Travel	8,000	62	8,136	0	8,136	0
Staff Development	20,000	0	20,340	0	20,340	0
Meals & Per Diems	500	602	508	0	508	0
General Office Supplies	0	532	0	119	0	0
Office Expense	0	934	0	0	0	0
Awards/Functions/Meetings	4,000	3,945	4,068	0	4,068	0
Liquidated Gas Turbines Shared Facilities - A	177,345	115,169	178,325	56,561	183,225	4,900
Subtotal	209,845	121,244	211,377	56,680	216,277	4,900
Total Administration	\$209,845	\$121,244	\$211,377	\$56,680	\$216,277	\$4,900
Mandatory Costs						
Services -						
Hazardous Waste Disposal	15,000	7,750	15,255	4,508	15,255	0
Environmental Services/Testing	75,000	241,027	76,275	59,883	77,267	992
Compliance Costs	15,000	5,603	15,255	7,491	15,255	0
Security Services	5,000	0	5,085	0	5,085	0
Safety Services	20,000	0	20,340	0	20,340	0
Subtotal	130,000	254,380	132,210	71,882	133,202	992
Other -						
Permit Fees	136,000	163,428	138,312	192,883	140,110	1,798
Environmental Supplies	750	83	763	1,008	763	0
Safety Supplies	10,000	6,605	10,170	3,670	10,170	0
Title V Permit Fee	0	38	0	0	0	0
Liquidated Gas Turbines Shared Facilities - M	28,000	43,232	28,000	5,403	28,000	0
Subtotal	174,750	213,386	177,245	202,964	179,043	1,798
Total Mandatory Costs	\$304,750	\$467,766	\$309,455	\$274,846	\$312,245	\$2,790
Inventory						
Spare Parts	0	0	0	7,485	0	0
Total Inventory	\$0	\$0	\$0	\$7,485	\$0	\$0
Labor						
Generation	4,443,252	4,400,109	4,613,306	2,261,649	4,796,794	183,488
Maintenance	1,115,058	1,267,658	1,175,733	486,818	1,243,822	68,089
Power Management	0	1,303	0	0	0	0
Total Labor	\$5,558,310	\$5,669,070	\$5,789,039	\$2,748,467	\$6,040,616	\$251,577

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
CA ISO Costs						
Purchased Energy	3,826,263	1,457,986	3,049,750	966,401	2,666,658	(383,092)
Grid Management Charge	701,055	359,905	581,131	248,882	385,525	(195,606)
Ancillary Services	124,020	39,855	191,141	60,101	79,704	(111,437)
Other Charges	58,894	949,811	8,569	226,652	5,416	(3,153)
Total CA ISO Costs	\$4,710,232	\$2,807,557	\$3,830,592	\$1,502,036	\$3,137,303	(\$693,288)
Debt Service						
Issue #1 (NCPA) -						
Principal	6,856,667	6,856,667	7,163,750	3,581,875	7,328,333	164,583
Interest	14,059,787	14,059,787	13,748,736	6,874,368	13,586,118	(162,618)
BABS Interest Subsidy	(4,239,356)	(4,254,044)	(4,252,914)	(2,126,457)	(4,261,953)	(9,039)
	16,677,098	16,662,410	16,659,572	8,329,786	16,652,498	(7,074)
Issue #2 (CDWR) -						
Principal	5,222,917	5,222,917	5,381,667	2,690,834	5,582,083	200,416
Interest	6,184,923	6,184,923	5,938,412	2,969,206	5,632,787	(305,625)
BABS Interest Subsidy	(2,030,510)	(2,044,168)	(1,955,816)	(977,908)	(1,859,101)	96,715
	9,377,330	9,363,672	9,364,263	4,682,132	9,355,769	(8,494)
Total Debt Service	\$26,054,428	\$26,026,082	\$26,023,835	\$13,011,918	\$26,008,267	(\$15,568)
Other Costs						
Legal Services	60,000	16,500	40,000	5,082	60,000	20,000
Debt Fees	49,067	45,474	48,571	12,783	50,496	1,925
Compliance Disclosure	0	4,000	0	0	0	0
Trustee Fees	19,725	24,800	17,975	7,531	17,675	(300)
CAISO Model Implementation	0	98,100	0	0	0	0
Total Other Costs	\$128,792	\$188,874	\$106,546	\$25,396	\$128,171	\$21,625
Generation Services Shared						
Salaries & Benefits	294,193	332,064	309,134	0	309,656	522
Other Costs	45,590	66,709	44,578	165,577	55,179	10,601
Total Generation Services	\$339,783	\$398,773	\$353,712	\$165,577	\$364,835	\$11,123
Administrative & General						
Administrative Support	1,689,313	1,754,698	1,838,245	817,076	1,794,894	(43,351)
General Support	416,479	300,405	479,685	148,567	396,207	(83,478)
Total Administrative & General	\$2,105,792	\$2,055,103	\$2,317,930	\$965,643	\$2,191,101	(\$126,829)

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
O&M Projects						
Plant Betterment						
Steam Turbine Insulation	0	0	0	0	275,000	275,000
High Energy Piping Inspection	0	0	0	0	50,000	50,000
Water Plant EDI/RO	0	0	56,000	0	0	(56,000)
Asphalt Maintenance	0	0	60,000	0	0	(60,000)
Forced Outage	0	44,161,369	0	(280,985)	0	0
Gas Plants Shared Projects	0	0	0	0	77,000	77,000
Annual Maintenance Outage -						
Overall Facility Expense	82,906	23,304	85,393	0	87,955	2,562
CEMS Support Contract	3,178	0	3,273	0	3,372	99
CTG and Accessories	163,905	149,325	168,822	0	173,887	5,065
HRSG/Stack	150,823	430,766	155,348	21,069	160,008	4,660
STG and Accessories	63,388	38,818	65,290	0	67,250	1,960
Water Treatment	111,833	94,440	115,188	0	118,644	3,456
Balance of Plant	159,467	353,202	164,251	19,828	169,179	4,928
Network/Communication	14,294	0	14,723	0	15,164	441
Electrical/Control	110,686	8,791	114,007	2,000	117,427	3,420
Buildings and Grounds	56,953	5,554	58,662	0	60,422	1,760
Total Annual Outage	917,433	1,104,200	944,956	42,897	973,308	28,351
Total O&M Projects	\$917,433	\$45,265,569	\$1,060,956	(\$238,088)	\$1,375,308	\$314,351
Capital Projects						
GSU Transformer	2,915,858	3,988,597	0	574,924	0	0
Civil/Structural Inlet Escape Platform	0	6,950	0	0	250,000	250,000
Vehicles	3,250	9,024	6,500	3,682	6,500	0
Torque Converter Spare	0	0	0	0	1,500,000	1,500,000
Total Capital Projects	\$2,919,108	\$4,004,571	\$6,500	\$578,606	\$1,756,500	\$1,750,000

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Maintenance Reserve -						
Balance at Beginning of Fiscal Year				3,584,435		
Collections				919,166		
Expenditures				120		
Current Balance				<u>4,503,721</u>		
O&M Reserve -						
Balance at Beginning of Fiscal Year				<u>11,590,981</u>		
Current Balance				<u>11,590,981</u>		
GHG Allowance Deposit -						
Balance at Beginning of Fiscal Year				89,965		
Collections				13,652		
Expenditures				<u>(16,680)</u>		
Current Balance				<u>86,937</u>		

**Northern California Power Agency
Lodi Energy Center
Projects Detail**

Projects	Notes	Total	FY 2021 Budget	Proposed FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029	Forecast FY 2030	Forecast FY 2031
Operations & Maintenance (O&M)													
Gas Turbine Insulation	M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Steam Turbine Insulation	M	\$ 275,000		275,000									
Service Water Piping	M	300,000	-	50,000	75,000	75,000	100,000	-	-	-	-	-	-
Asphalt & Paving Maintenance	M	60,000	60,000	-	-	-	-	-	-	-	-	-	-
Water Plant EDI/RO	M	56,000	56,000	-	-	-	-	-	-	-	-	-	-
Gas Plants Shared Projects	D	77,000	-	77,000	-	-	-	-	-	-	-	-	-
Annual Maintenance Outage	M	12,102,803	944,956	973,305	1,002,504	1,032,579	1,063,556	1,095,463	1,128,327	1,162,177	1,197,042	1,232,953	1,269,942
553-009-000-610-044-075 Overall Facility Expense	M	898,430	70,147	72,252	74,419	76,652	78,951	81,320	83,759	86,272	88,860	91,526	94,272
553-009-000-610-070-075 Overall Facility Expense	M	195,268	15,246	15,703	16,175	16,660	17,160	17,674	18,205	18,751	19,313	19,893	20,489
553-009-000-610-044-077 CEMS Support Contract	M	41,924	3,273	3,372	3,473	3,577	3,684	3,795	3,909	4,026	4,147	4,271	4,399
553-009-010-610-044-071 CTG and Accessories	M	1,287,753	100,544	103,561	106,668	109,868	113,164	116,559	120,055	123,657	127,367	131,188	135,123
553-009-010-610-070-071 CTG and Accessories	M	874,486	68,278	70,326	72,436	74,609	76,847	79,153	81,527	83,973	86,492	89,087	91,759
553-009-011-610-044-071 HRSG/Stack	M	928,389	72,486	74,661	76,901	79,208	81,584	84,031	86,552	89,149	91,823	94,578	97,415
553-009-011-610-070-071 HRSG/Stack	M	1,061,272	82,861	85,347	87,908	90,545	93,261	96,059	98,941	101,909	104,966	108,115	111,359
553-009-012-610-044-071 STG and Accessories	M	539,066	42,089	43,352	44,652	45,992	47,371	48,793	50,256	51,764	53,317	54,916	56,564
553-009-012-610-070-071 STG and Accessories	M	297,150	23,201	23,897	24,614	25,352	26,113	26,896	27,703	28,534	29,390	30,272	31,180
553-009-013-610-044-071 Water Treatment	M	838,538	65,471	67,435	69,458	71,542	73,688	75,899	78,176	80,521	82,937	85,425	87,987
553-009-013-610-070-071 Water Treatment	M	636,766	49,717	51,209	52,745	54,327	55,957	57,636	59,365	61,146	62,980	64,869	66,816
553-009-014-610-044-071 Balance of Plant	M	634,893	49,571	51,058	52,590	54,167	55,792	57,466	59,190	60,966	62,795	64,679	66,619
553-009-014-610-070-071 Balance of Plant	M	1,468,801	114,680	118,121	121,664	125,314	129,074	132,946	136,934	141,042	145,273	149,632	154,121
553-009-015-610-044-072 Network/Communication	M	59,892	4,676	4,816	4,961	5,110	5,263	5,421	5,584	5,751	5,924	6,101	6,284
553-009-015-610-070-072 Network/Communication	M	128,675	10,047	10,348	10,658	10,978	11,308	11,647	11,996	12,356	12,727	13,109	13,502
553-009-015-610-044-073 Electrical/Control	M	1,078,119	84,177	86,702	89,303	91,982	94,742	97,584	100,511	103,527	106,633	109,832	113,127
553-009-015-610-070-073 Electrical/Control	M	382,054	29,830	30,725	31,646	32,596	33,574	34,581	35,618	36,687	37,788	38,921	40,089
553-009-016-610-044-071 Buildings and Grounds	M	539,066	42,089	43,352	44,652	45,992	47,371	48,793	50,256	51,764	53,317	54,916	56,564
553-009-016-610-070-071 Buildings and Grounds	M	228,350	16,573	17,070	17,582	18,109	18,653	19,212	19,789	20,382	20,994	21,624	22,272
Total O&M Projects Funding Requirement		\$ 12,870,803	\$ 1,060,956	\$ 1,375,305	\$ 1,077,504	\$ 1,107,579	\$ 1,163,556	\$ 1,095,463	\$ 1,128,327	\$ 1,162,177	\$ 1,197,042	\$ 1,232,953	\$ 1,269,942
Capital Projects													
Civil / Structural	D	\$ 2,690,000	\$ -	\$ 250,000	\$ 680,000	\$ 80,000	\$ 100,000	\$ 155,000	\$ 775,000	\$ 650,000	\$ -	\$ -	\$ -
DCS Software Upgrades	D	600,000	-	-	-			600,000	-	-	-	-	-
DCS Hardware Updates	D	250,000	-	-		250,000		-	-	-	-	-	-
Clarifier Tank Refurbishment	M	400,000	-	-	-	-	-	400,000	-	-	-	-	-
BOP PLC Upgrades	D	125,000	-	-	-	-	-	125,000	-	-	-	-	-
Vehicles (5% Share)	D	26,000	6,500	6,500	6,500	6,500							
Torque Converter Spare	D	1,500,000		1,500,000									
Unidentified Capital Project	D	4,227,238	-		500,000	-	550,000	-	575,000	603,750	633,938	665,634	698,916
Total Capital Projects Funding Requirement		\$ 9,818,238	\$ 6,500	\$ 1,756,500	\$ 1,186,500	\$ 336,500	\$ 650,000	\$ 1,280,000	\$ 1,350,000	\$ 1,253,750	\$ 633,938	\$ 665,634	\$ 698,916

Notes:

- D Discretionary
- M Mandatory

**Northern California Power Agency
Maintenance Reserves - Lodi Energy Center
Budget FY 2022**

Maintenance Reserves are set aside for the purpose of funding unanticipated, but Commission approved, cost overruns, extraordinary repairs, and maintenance not budgeted. Fund balances and annual replenishments are affected through the annual operating budget. The maintenance Reserve is held in two components:

- * **Annual Maintenance Contingency** for the purpose of funding annual maintenance overruns, unanticipated annual maintenance and annual maintenance costs not budgeted, and
- * **Long-Term Maintenance Reserve** for anticipated costs of future estimated scheduled overhauls and other major projects as anticipated in the annual budget. Generally the projects are significant in scope and cost, planned for completion in future years and affect the long term viability of the project. Funding is spread over a period of years to mitigate the cash flow demands. Funds should not be considered available to augment the annual budget or replace the Annual Maintenance Contingency.

In the FY2013 operations budget, funding was approved for a maintenance reserve to specifically provide cash for the first five year overhaul. The reserve is to cover those costs not covered under the Siemens LTSA (FY2018). Based on actual operating experience, the timing and requirements of the overhaul have changed and are reflected below.

Funding/(Expenditures)	Fiscal Year Activity										
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
LEC:											
Beginning Reserve Balance	\$ 3,584,435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Reserve Expenditures -											
Combustion Turbine (Overhaul)	(135,000)	(940,000)	-	-	-	(2,693,188)	-	-	(50,000)	(400,000)	-
Steam Turbine	-	(740,000)	-	-	(20,000)	-	-	-	-	(125,000)	(800,000)
Generators	-	-	-	(70,000)	-	(79,942)	-	-	-	-	-
Balance of Plant	(3,460,000)	(950,000)	(1,315,000)	(1,675,000)	(440,000)	(500,000)	(910,000)	(1,440,927)	(620,000)	(1,440,031)	(846,803)
HRSG	(300,000)	(215,000)	(450,000)	(40,000)	-	(540,000)	(175,000)	(1,240,000)	(300,000)	(40,000)	(300,000)
Total Projected Expenditures	(3,895,000)	(2,845,000)	(1,765,000)	(1,785,000)	(460,000)	(3,813,130)	(1,085,000)	(2,680,927)	(970,000)	(2,005,031)	(1,946,803)
Projected Reserve Funding -											
Maintenance Contingency	-	-	-	-	-	-	-	-	-	-	-
Unit Overhaul	763,225	778,491	794,123	810,130	829,573	849,483	869,871	890,748	912,126	934,017	956,433
Combustion Turbine (overhaul)	333,511	340,182	347,013	354,008	362,504	371,204	380,113	389,236	398,577	408,143	417,938
Steam Turbine	133,225	135,889	138,618	141,412	144,806	148,281	151,840	155,484	159,216	163,037	166,950
Generators	11,855	12,092	12,335	12,584	12,886	13,195	13,512	13,836	14,168	14,508	14,856
HRSG	284,634	290,327	296,157	302,127	309,378	316,803	324,406	332,192	340,165	348,328	356,688
Balance of Plant	1,075,107	1,096,611	1,118,631	1,141,180	1,168,568	1,196,614	1,225,333	1,254,741	1,284,855	1,315,691	1,347,268
Total Projected Funding	1,838,332	1,875,102	1,912,754	1,951,310	1,998,142	2,046,097	2,095,204	2,145,488	2,196,980	2,249,708	2,303,701
Cumulative Balance	\$ 1,527,767	\$ 557,870	\$ 705,624	\$ 871,934	\$ 2,410,076	\$ 643,043	\$ 1,653,247	\$ 1,117,808	\$ 2,344,788	\$ 2,589,465	\$ 2,946,362

Northern California Power Agency
Shared Facilities - Gas Plants
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Shared Costs						
Fixed O&M	\$279,525	\$278,390	\$294,276	\$123,038	\$304,484	\$10,208
Administration	253,350	164,524	254,750	80,800	261,750	7,000
Mandatory	40,000	61,761	40,000	7,718	40,000	0
O&M Projects	0	0	0	0	110,000	110,000
Shared Costs without Labor	\$572,875	\$504,675	\$589,026	\$211,556	\$716,234	\$127,208
Summary of Costs by Subprograms per PMOA Schedule 4.00						
Anhydrous Ammonia System (Alloc 1)	10,000	0	10,000	4,468	9,000	(1,000)
Administration/Warehouse Building (Alloc 2)	471,875	416,803	476,522	179,256	615,730	139,208
230 Kv Switchyard Common Equip (Alloc 4)	45,000	39,179	45,000	717	36,000	(9,000)
Tooling and Special Equipment (Alloc 5)	7,000	23,355	16,504	6,020	16,504	0
Vehicle Usage (Alloc 7)	39,000	25,338	41,000	21,095	39,000	(2,000)
	\$572,875	\$504,675	\$589,026	\$211,556	\$716,234	\$127,208
Liquidation to Plants						
CT 1						
O&M & Inventory	\$57,363	\$48,469	\$60,693	\$30,600	\$61,558	\$865
Administration	30,402	19,743	30,570	9,696	31,410	840
Mandatory	4,800	7,411	4,800	926	4,800	0
Projects	0	0	0	0	13,200	13,200
	92,565	75,623	96,063	41,222	110,968	14,905
CT 2						
O&M & Inventory	43,666	45,692	46,061	19,255	48,446	2,385
Administration	45,603	29,614	45,855	14,544	47,115	1,260
Mandatory	7,200	11,117	7,200	1,389	7,200	0
Projects	0	0	0	0	19,800	19,800
	96,469	86,423	99,116	35,188	122,561	23,445
LEC						
O&M & Inventory	178,496	184,228	187,522	73,183	194,480	6,958
Administration	177,345	115,169	178,325	56,560	183,225	4,900
Mandatory	28,000	43,232	28,000	5,403	28,000	0
Projects	0	0	0	0	77,000	77,000
	383,841	342,629	393,847	135,146	482,705	88,858
	\$572,875	\$504,675	\$589,026	\$211,556	\$716,234	\$127,208

Northern California Power Agency
Shared Facilities - Gas Plants
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Fixed O&M Costs						
Services -						
Legal Services (Alloc 2)	11,000	0	10,000	0	10,000	0
Tools/Shop/Warehouse (Alloc 2)	5,000	4,781	7,000	5,967	7,000	0
Buildings and Grounds (Alloc 2)	22,000	15,071	22,000	3,878	22,000	0
Ammonia System (Alloc 1)	9,000	0	9,000	4,468	9,000	0
Switchyard (Alloc 4)	12,000	39,078	12,000	361	12,000	0
Overall Facility Expense (Alloc 2)	1,025	0	0	13,414	0	0
Network/Communication (Alloc 5)	0	13,614	9,504	6,020	9,504	0
Balance of Plant (Alloc 2)	12,000	4,940	12,000	0	12,000	0
Electric/Control (Alloc 2)	3,000	810	3,000	11,820	3,000	0
Vehicle (Alloc 7)	12,000	3,716	14,000	1,548	14,000	0
	87,025	82,010	98,504	47,476	98,504	0
Materials & Supplies -						
Buildings and Grounds (Alloc 2)	20,000	13,635	15,000	1,395	14,000	(1,000)
Overall Facility Expense (Alloc 2)	14,500	27,043	13,000	10,817	20,000	7,000
Ammonia System (Alloc 1)	1,000	0	1,000	0	0	(1,000)
Switchyard (Alloc 4)	5,000	101	5,000	356	5,000	0
Network/Communication (Alloc 5)	7,000	9,741	7,000	0	7,000	0
Balance of Plant (Alloc 2)	5,000	9,753	5,000	828	7,000	2,000
Tools/Shop/Warehouse Equipment (Alloc 2)	35,000	52,539	40,000	17,293	45,000	5,000
Electric/Control (Alloc 2)	2,000	9,180	5,480	583	5,480	0
Vehicle (Alloc 7)	27,000	21,622	27,000	19,551	25,000	(2,000)
	116,500	143,614	118,480	50,823	128,480	10,000
Other Costs -						
Telephone & Dedicated Comm. (Alloc 2)	3,000	0	3,000	0	1,500	(1,500)
Maintenance Connection (Alloc 4)	28,000	0	28,000	0	19,000	(9,000)
Aux Power and Utilities (Alloc 2)	35,000	52,766	35,000	24,740	50,000	15,000
Equipment Rentals (Alloc 2)	10,000	0	11,292	0	7,000	(4,292)
	76,000	52,766	77,292	24,740	77,500	208
	\$279,525	\$278,390	\$294,276	\$123,039	\$304,484	\$10,208

Northern California Power Agency
Shared Facilities - Gas Plants
Annual Operating Cost Summary Report
For the Six Months Ending 12/31/2020

	FY 2020 Budget	FY 2020 Actual	FY 2021 Budget	FY 2021 Actual Through December 31, 2020	Proposed FY 2022 Budget	Budget Increase/ (Decrease)
Administration Expense						
Services -						
Office Equipment (Alloc 2)	5,300	0	5,300	0	5,300	0
General Office (Alloc 2)	2,400	1,115	2,400	445	2,400	0
Janitorial Services (Alloc 2)	11,000	21,950	11,000	11,904	12,000	1,000
	18,700	23,065	18,700	12,349	19,700	1,000
Other Costs -						
Travel (Alloc 2)	25,000	14,739	25,000	0	25,000	0
Staff Development (Alloc 2)	53,000	19,488	53,000	11,289	53,000	0
Meals & Per Diems (Alloc 2)	550	2,056	550	68	550	0
Safety Incentive Program (Alloc 2)	1,500	0	1,500	0	1,500	0
Community Relations (Alloc 2)	1,000	0	1,000	0	1,000	0
Janitorial Supplies & Misc Expenses (Alloc 2)	35,000	2,883	35,000	1,185	35,000	0
Office Equipment (Alloc 2)	55,000	51,601	55,000	16,475	61,000	6,000
General Office Supplies (Alloc 2)	40,000	20,866	40,000	15,961	40,000	0
Computer (software,hardware,network,...) (Alloc 2)	10,000	0	10,000	412	10,000	0
Awards/Functions/Meetings (Alloc 2)	11,000	7,991	11,000	1,355	11,000	0
Publications (Alloc 2)	2,600	17,411	4,000	18,043	4,000	0
COVID-19 Costs (Alloc 2)	0	4,424	0	3,665	0	0
	234,650	141,459	236,050	68,453	242,050	6,000
	\$253,350	\$164,524	\$254,750	\$80,802	\$261,750	\$7,000
Mandatory Costs						
Services -						
Safety Services (Alloc 2)	0	23,408	0	0	0	0
	0	23,408	0	0	0	0
Other Costs -						
Permit Fees (Alloc 2)	0	33	0	0	0	0
Environmental Supplies (Alloc 2)	0	4,437	0	31	0	0
Safety Supplies & Equipment (Alloc 2)	40,000	33,883	40,000	7,688	40,000	0
	40,000	38,353	40,000	7,719	40,000	0
	40,000	61,761	40,000	7,719	40,000	0
O&M Projects						
Admin Building AC/Heat (Alloc 2)	0	0	0	0	110,000	110,000
	0	0	0	0	110,000	110,000

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B

ICS-A 100.0%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 7,163,750	\$ 13,748,735	\$ (4,519,569)	\$ 16,392,917
01-Jul-22	7,328,333	13,586,118	(4,519,569)	16,394,883
01-Jul-23	7,489,167	13,419,765	(4,519,569)	16,389,363
01-Jul-24	7,660,000	13,249,761	(4,519,569)	16,390,192
01-Jul-25	7,867,500	13,075,879	(4,519,569)	16,423,810
01-Jul-26	8,368,333	12,862,273	(4,501,795)	16,728,811
01-Jul-27	8,769,583	12,250,464	(4,287,662)	16,732,385
01-Jul-28	9,186,250	11,609,320	(4,063,262)	16,732,308
01-Jul-29	9,622,917	10,937,713	(3,828,200)	16,732,430
01-Jul-30	10,080,000	10,234,182	(3,581,964)	16,732,218
01-Jul-31	10,561,667	9,497,233	(3,324,031)	16,734,868
01-Jul-32	11,063,750	8,725,069	(3,053,774)	16,735,045
01-Jul-33	11,590,417	7,916,198	(2,770,669)	16,735,946
01-Jul-34	12,137,917	7,068,823	(2,474,088)	16,732,652
01-Jul-35	12,715,000	6,181,420	(2,163,497)	16,732,923
01-Jul-36	13,317,500	5,251,826	(1,838,139)	16,731,187
01-Jul-37	13,950,000	4,278,184	(1,497,364)	16,730,820
01-Jul-38	14,612,917	3,258,299	(1,140,405)	16,730,811
01-Jul-39	15,310,417	2,189,949	(766,482)	16,733,884
01-Jul-40	14,643,750	1,070,605	(374,712)	15,339,643
	<u>\$ 213,439,167</u>	<u>\$ 180,411,817</u>	<u>\$ (62,263,889)</u>	<u>\$ 331,587,094</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
AZUSA

ICS-A 4.9936%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-21	\$ 357,727	\$ 686,553	\$ (225,688)	\$	818,592
01-Jul-22	365,946	678,433	(225,688)		818,691
01-Jul-23	373,977	670,126	(225,688)		818,415
01-Jul-24	382,508	661,637	(225,688)		818,456
01-Jul-25	392,869	652,954	(225,688)		820,135
01-Jul-26	417,879	642,287	(224,800)		835,365
01-Jul-27	437,916	611,736	(214,108)		835,544
01-Jul-28	458,722	579,720	(202,902)		835,540
01-Jul-29	480,527	546,183	(191,164)		835,546
01-Jul-30	503,352	511,051	(178,868)		835,536
01-Jul-31	527,405	474,251	(165,988)		835,668
01-Jul-32	552,477	435,693	(152,492)		835,677
01-Jul-33	578,776	395,301	(138,355)		835,722
01-Jul-34	606,116	352,987	(123,545)		835,557
01-Jul-35	634,933	308,674	(108,036)		835,571
01-Jul-36	665,019	262,254	(91,789)		835,484
01-Jul-37	696,604	213,634	(74,772)		835,466
01-Jul-38	729,707	162,706	(56,947)		835,465
01-Jul-39	764,537	109,357	(38,275)		835,619
01-Jul-40	731,246	53,461	(18,712)		765,996
	<u>\$ 10,658,242</u>	<u>\$ 9,008,997</u>	<u>\$ (3,109,193)</u>	<u>\$</u>	<u>16,558,046</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
BART

ICS-A 11.8310%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-21	\$ 847,542	\$ 1,626,611	\$ (534,710)	\$	1,939,444
01-Jul-22	867,014	1,607,372	(534,710)		1,939,677
01-Jul-23	886,042	1,587,691	(534,710)		1,939,024
01-Jul-24	906,254	1,567,578	(534,710)		1,939,122
01-Jul-25	930,803	1,547,006	(534,710)		1,943,099
01-Jul-26	990,057	1,521,734	(532,607)		1,979,184
01-Jul-27	1,037,528	1,449,351	(507,273)		1,979,607
01-Jul-28	1,086,824	1,373,497	(480,724)		1,979,597
01-Jul-29	1,138,486	1,294,040	(452,914)		1,979,612
01-Jul-30	1,192,564	1,210,805	(423,782)		1,979,587
01-Jul-31	1,249,550	1,123,617	(393,266)		1,979,900
01-Jul-32	1,308,951	1,032,262	(361,292)		1,979,921
01-Jul-33	1,371,261	936,565	(327,798)		1,980,028
01-Jul-34	1,436,036	836,312	(292,709)		1,979,638
01-Jul-35	1,504,310	731,323	(255,963)		1,979,670
01-Jul-36	1,575,592	621,343	(217,470)		1,979,465
01-Jul-37	1,650,423	506,151	(177,153)		1,979,421
01-Jul-38	1,728,853	385,489	(134,921)		1,979,420
01-Jul-39	1,811,374	259,093	(90,682)		1,979,784
01-Jul-40	1,732,500	126,663	(44,332)		1,814,831
	<u>\$ 25,251,964</u>	<u>\$ 21,344,502</u>	<u>\$ (7,366,434)</u>	<u>\$</u>	<u>39,230,032</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
BIGGS

ICS-A 0.4802%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-21	\$ 34,403	\$ 66,026	\$ (21,704)	\$	78,724
01-Jul-22	35,193	65,245	(21,704)		78,733
01-Jul-23	35,965	64,446	(21,704)		78,707
01-Jul-24	36,786	63,629	(21,704)		78,711
01-Jul-25	37,782	62,794	(21,704)		78,872
01-Jul-26	40,187	61,769	(21,619)		80,337
01-Jul-27	42,114	58,830	(20,591)		80,354
01-Jul-28	44,115	55,752	(19,513)		80,354
01-Jul-29	46,212	52,526	(18,384)		80,354
01-Jul-30	48,407	49,148	(17,202)		80,353
01-Jul-31	50,720	45,609	(15,963)		80,366
01-Jul-32	53,132	41,900	(14,665)		80,367
01-Jul-33	55,661	38,016	(13,306)		80,371
01-Jul-34	58,290	33,947	(11,881)		80,355
01-Jul-35	61,061	29,685	(10,390)		80,357
01-Jul-36	63,955	25,221	(8,827)		80,348
01-Jul-37	66,992	20,545	(7,191)		80,347
01-Jul-38	70,176	15,647	(5,477)		80,346
01-Jul-39	73,525	10,517	(3,681)		80,361
01-Jul-40	70,324	5,141	(1,799)		73,666
	<u>\$ 1,025,000</u>	<u>\$ 866,393</u>	<u>\$ (299,010)</u>	<u>\$</u>	<u>1,592,383</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
GRIDLEY

ICS-A 3.5212%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 252,247	\$ 484,114	\$ (159,141)	\$ 577,220
01-Jul-22	258,042	478,388	(159,141)	577,289
01-Jul-23	263,705	472,530	(159,141)	577,095
01-Jul-24	269,720	466,544	(159,141)	577,124
01-Jul-25	277,027	460,422	(159,141)	578,308
01-Jul-26	294,662	452,900	(158,515)	589,047
01-Jul-27	308,790	431,358	(150,975)	589,173
01-Jul-28	323,462	408,782	(143,074)	589,170
01-Jul-29	338,838	385,134	(134,797)	589,175
01-Jul-30	354,932	360,361	(126,126)	589,167
01-Jul-31	371,892	334,412	(117,044)	589,260
01-Jul-32	389,572	307,223	(107,528)	589,267
01-Jul-33	408,116	278,741	(97,560)	589,298
01-Jul-34	427,395	248,904	(87,116)	589,182
01-Jul-35	447,715	217,657	(76,180)	589,192
01-Jul-36	468,930	184,925	(64,724)	589,131
01-Jul-37	491,201	150,641	(52,724)	589,118
01-Jul-38	514,543	114,730	(40,155)	589,118
01-Jul-39	539,103	77,111	(26,989)	589,226
01-Jul-40	515,629	37,698	(13,194)	540,132
	<u>\$ 7,515,520</u>	<u>\$ 6,352,577</u>	<u>\$ (2,192,407)</u>	<u>\$ 11,675,690</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
HEALDSBURG

ICS-A 2.9448%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 210,961	\$ 404,878	\$ (133,094)	\$ 482,745
01-Jul-22	215,808	400,090	(133,094)	482,803
01-Jul-23	220,544	395,191	(133,094)	482,641
01-Jul-24	225,575	390,184	(133,094)	482,665
01-Jul-25	231,685	385,064	(133,094)	483,655
01-Jul-26	246,434	378,773	(132,571)	492,637
01-Jul-27	258,250	360,757	(126,265)	492,742
01-Jul-28	270,520	341,876	(119,657)	492,740
01-Jul-29	283,380	322,098	(112,734)	492,743
01-Jul-30	296,840	301,380	(105,483)	492,737
01-Jul-31	311,024	279,678	(97,887)	492,815
01-Jul-32	325,810	256,939	(89,929)	492,820
01-Jul-33	341,319	233,119	(81,592)	492,847
01-Jul-34	357,442	208,166	(72,858)	492,750
01-Jul-35	374,436	182,033	(63,712)	492,758
01-Jul-36	392,179	154,658	(54,130)	492,707
01-Jul-37	410,805	125,986	(44,095)	492,696
01-Jul-38	430,327	95,952	(33,583)	492,696
01-Jul-39	450,867	64,491	(22,572)	492,786
01-Jul-40	431,235	31,528	(11,035)	451,728
	<u>\$ 6,285,443</u>	<u>\$ 5,312,841</u>	<u>\$ (1,833,572)</u>	<u>\$ 9,764,712</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
LODI

ICS-A 17.0295%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 1,219,947	\$ 2,341,335	\$ (769,658)	\$ 2,791,624
01-Jul-22	1,247,975	2,313,642	(769,658)	2,791,959
01-Jul-23	1,275,364	2,285,313	(769,658)	2,791,019
01-Jul-24	1,304,456	2,256,362	(769,658)	2,791,160
01-Jul-25	1,339,792	2,226,751	(769,658)	2,796,885
01-Jul-26	1,425,081	2,190,375	(766,631)	2,848,825
01-Jul-27	1,493,412	2,086,187	(730,165)	2,849,434
01-Jul-28	1,564,368	1,977,004	(691,951)	2,849,421
01-Jul-29	1,638,730	1,862,633	(651,921)	2,849,441
01-Jul-30	1,716,569	1,742,825	(609,989)	2,849,405
01-Jul-31	1,798,594	1,617,327	(566,064)	2,849,857
01-Jul-32	1,884,096	1,485,832	(520,041)	2,849,887
01-Jul-33	1,973,785	1,348,085	(471,830)	2,850,040
01-Jul-34	2,067,021	1,203,782	(421,324)	2,849,479
01-Jul-35	2,165,295	1,052,662	(368,432)	2,849,525
01-Jul-36	2,267,898	894,357	(313,025)	2,849,230
01-Jul-37	2,375,609	728,551	(254,993)	2,849,167
01-Jul-38	2,488,500	554,871	(194,205)	2,849,166
01-Jul-39	2,607,280	372,936	(130,528)	2,849,689
01-Jul-40	2,493,751	182,318	(63,811)	2,612,257
	<u>\$ 36,347,524</u>	<u>\$ 30,723,147</u>	<u>\$ (10,603,200)</u>	<u>\$ 56,467,471</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
LOMPOC

ICS-A 3.6491%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-21	\$ 261,415	\$ 501,711	\$ (164,926)	\$	598,201
01-Jul-22	267,421	495,777	(164,926)		598,273
01-Jul-23	273,290	489,706	(164,926)		598,071
01-Jul-24	279,524	483,503	(164,926)		598,102
01-Jul-25	287,096	477,158	(164,926)		599,328
01-Jul-26	305,372	469,363	(164,277)		610,458
01-Jul-27	320,015	447,037	(156,463)		610,589
01-Jul-28	335,219	423,641	(148,274)		610,586
01-Jul-29	351,154	399,133	(139,696)		610,590
01-Jul-30	367,834	373,460	(130,711)		610,583
01-Jul-31	385,410	346,568	(121,299)		610,679
01-Jul-32	403,732	318,390	(111,437)		610,686
01-Jul-33	422,951	288,873	(101,106)		610,719
01-Jul-34	442,930	257,951	(90,283)		610,598
01-Jul-35	463,989	225,569	(78,949)		610,608
01-Jul-36	485,975	191,647	(67,076)		610,545
01-Jul-37	509,055	156,117	(54,641)		610,532
01-Jul-38	533,246	118,900	(41,615)		610,531
01-Jul-39	558,699	79,914	(27,970)		610,643
01-Jul-40	534,371	39,068	(13,674)		559,766
	<u>\$ 7,788,701</u>	<u>\$ 6,583,485</u>	<u>\$ (2,272,098)</u>	<u>\$</u>	<u>12,100,087</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
PLUMAS-SIERRA

ICS-A 1.4084%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 100,896	\$ 193,641	\$ (63,655)	\$ 230,882
01-Jul-22	103,214	191,350	(63,655)	230,910
01-Jul-23	105,479	189,007	(63,655)	230,832
01-Jul-24	107,885	186,613	(63,655)	230,844
01-Jul-25	110,808	184,164	(63,655)	231,317
01-Jul-26	117,862	181,156	(63,404)	235,613
01-Jul-27	123,513	172,539	(60,389)	235,663
01-Jul-28	129,381	163,509	(57,228)	235,662
01-Jul-29	135,532	154,050	(53,917)	235,664
01-Jul-30	141,969	144,141	(50,449)	235,661
01-Jul-31	148,753	133,761	(46,817)	235,698
01-Jul-32	155,825	122,886	(43,010)	235,701
01-Jul-33	163,242	111,494	(39,023)	235,713
01-Jul-34	170,954	99,559	(34,846)	235,667
01-Jul-35	179,081	87,061	(30,471)	235,671
01-Jul-36	187,567	73,968	(25,889)	235,646
01-Jul-37	196,475	60,255	(21,089)	235,641
01-Jul-38	205,812	45,891	(16,062)	235,641
01-Jul-39	215,636	30,844	(10,795)	235,684
01-Jul-40	206,246	15,079	(5,278)	216,047
	<u>\$ 3,006,132</u>	<u>\$ 2,540,966</u>	<u>\$ (876,940)</u>	<u>\$ 4,670,157</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
POWER AND WATER RESOURCE

ICS-A

4.7824%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-21	\$ 342,600	\$ 657,521	\$ (216,144)	\$	783,976
01-Jul-22	350,471	649,744	(216,144)		784,070
01-Jul-23	358,163	641,788	(216,144)		783,806
01-Jul-24	366,332	633,658	(216,144)		783,846
01-Jul-25	376,256	625,342	(216,144)		785,454
01-Jul-26	400,208	615,126	(215,294)		800,040
01-Jul-27	419,397	585,867	(205,054)		800,211
01-Jul-28	439,324	555,205	(194,322)		800,207
01-Jul-29	460,207	523,086	(183,080)		800,213
01-Jul-30	482,067	489,440	(171,304)		800,203
01-Jul-31	505,102	454,196	(158,969)		800,330
01-Jul-32	529,114	417,268	(146,044)		800,338
01-Jul-33	554,301	378,585	(132,505)		800,381
01-Jul-34	580,485	338,060	(118,321)		800,224
01-Jul-35	608,083	295,621	(103,467)		800,237
01-Jul-36	636,897	251,164	(87,907)		800,154
01-Jul-37	667,146	204,600	(71,610)		800,136
01-Jul-38	698,849	155,825	(54,539)		800,136
01-Jul-39	732,207	104,732	(36,656)		800,283
01-Jul-40	700,324	51,201	(17,920)		733,604
	<u>\$ 10,207,533</u>	<u>\$ 8,628,030</u>	<u>\$ (2,977,713)</u>	<u>\$</u>	<u>15,857,849</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
SANTA CLARA

ICS-A 46.1588%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 3,306,700	\$ 6,346,249	\$ (2,086,178)	\$ 7,566,771
01-Jul-22	3,382,669	6,271,187	(2,086,178)	7,567,678
01-Jul-23	3,456,908	6,194,400	(2,086,178)	7,565,130
01-Jul-24	3,535,763	6,115,928	(2,086,178)	7,565,513
01-Jul-25	3,631,542	6,035,667	(2,086,178)	7,581,031
01-Jul-26	3,862,721	5,937,069	(2,077,974)	7,721,815
01-Jul-27	4,047,933	5,654,665	(1,979,133)	7,723,465
01-Jul-28	4,240,261	5,358,721	(1,875,552)	7,723,430
01-Jul-29	4,441,821	5,048,715	(1,767,050)	7,723,486
01-Jul-30	4,652,805	4,723,974	(1,653,391)	7,723,388
01-Jul-31	4,875,137	4,383,807	(1,534,332)	7,724,611
01-Jul-32	5,106,892	4,027,386	(1,409,585)	7,724,693
01-Jul-33	5,349,995	3,654,021	(1,278,907)	7,725,109
01-Jul-34	5,602,715	3,262,883	(1,142,009)	7,723,588
01-Jul-35	5,869,089	2,853,268	(998,644)	7,723,714
01-Jul-36	6,147,196	2,424,179	(848,463)	7,722,912
01-Jul-37	6,439,150	1,974,758	(691,165)	7,722,743
01-Jul-38	6,745,144	1,503,991	(526,397)	7,722,739
01-Jul-39	7,067,102	1,010,854	(353,799)	7,724,157
01-Jul-40	6,759,377	494,178	(172,962)	7,080,592
	<u>\$ 98,520,921</u>	<u>\$ 83,275,898</u>	<u>\$ (28,740,253)</u>	<u>\$ 153,056,566</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE ONE Series A & B
UKIAH

ICS-A 3.2010%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-21	\$ 229,312	\$ 440,097	\$ (144,671)	\$ 524,737
01-Jul-22	234,580	434,892	(144,671)	524,800
01-Jul-23	239,728	429,567	(144,671)	524,623
01-Jul-24	245,197	424,125	(144,671)	524,650
01-Jul-25	251,839	418,559	(144,671)	525,726
01-Jul-26	267,870	411,721	(144,102)	535,489
01-Jul-27	280,714	392,137	(137,248)	535,604
01-Jul-28	294,052	371,614	(130,065)	535,601
01-Jul-29	308,030	350,116	(122,541)	535,605
01-Jul-30	322,661	327,596	(114,659)	535,598
01-Jul-31	338,079	304,006	(106,402)	535,683
01-Jul-32	354,151	279,289	(97,751)	535,689
01-Jul-33	371,009	253,397	(88,689)	535,718
01-Jul-34	388,535	226,273	(79,196)	535,612
01-Jul-35	407,007	197,867	(69,254)	535,621
01-Jul-36	426,293	168,111	(58,839)	535,565
01-Jul-37	446,539	136,945	(47,931)	535,553
01-Jul-38	467,759	104,298	(36,504)	535,553
01-Jul-39	490,086	70,100	(24,535)	535,652
01-Jul-40	468,746	34,270	(11,995)	491,022
	<u>\$ 6,832,187</u>	<u>\$ 5,774,981</u>	<u>\$ (1,993,067)</u>	<u>\$ 10,614,101</u>

NORTHERN CALIFORNIA POWER AGENCY
DEBT SERVICE REQUIREMENTS
LODI ENERGY CENTER - ISSUE TWO Series A & B
CDWR

ICS-B 100.0000%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-21	\$ 5,381,667	\$ 5,938,412	\$ (2,078,444)	\$	9,241,634
01-Jul-22	5,582,083	5,632,787	(1,971,475)		9,243,395
01-Jul-23	5,787,917	5,315,781	(1,860,523)		9,243,174
01-Jul-24	6,003,333	4,987,085	(1,745,480)		9,244,938
01-Jul-25	6,223,750	4,646,156	(1,626,154)		9,243,751
01-Jul-26	6,450,000	4,292,709	(1,502,448)		9,240,261
01-Jul-27	6,690,417	3,926,413	(1,374,245)		9,242,585
01-Jul-28	6,936,250	3,546,465	(1,241,263)		9,241,452
01-Jul-29	7,192,083	3,152,555	(1,103,394)		9,241,244
01-Jul-30	7,457,917	2,744,116	(960,441)		9,241,592
01-Jul-31	7,733,750	2,320,581	(812,203)		9,242,128
01-Jul-32	8,019,583	1,881,382	(658,484)		9,242,481
01-Jul-33	8,315,417	1,425,950	(499,082)		9,242,284
01-Jul-34	8,621,667	953,717	(333,801)		9,241,582
01-Jul-35	8,172,083	464,093	(162,432)		8,473,744
	<u>\$ 104,567,917</u>	<u>\$ 51,228,200</u>	<u>\$ (17,929,870)</u>	<u>\$</u>	<u>137,866,247</u>

EXHIBIT 2

VOM

The Variable Operation and Maintenance cost (VOM) shall be determined using the applicable budgeted variable cost line items, as listed in the table below, and the annual forecasted Project Energy in the then current Project Annual Budget or Mandatory Budget Amendment. The VOM shall be reviewed and revised annually in coordination with NCPA's Project Annual Budget cycle, or as otherwise determined by the PPC and NCPA.

VOM (\$/MWH) = (Operation (\$) + Siemens LTSA (\$) + Maintenance Reserve (\$)) / forecasted annual Project Energy (MWH)

FY 2021 Project Annual Budget Line Items

Variable Cost	\$	\$/MWH
Routine O&M Costs Operation (Appendix I)	\$867,357	0.92
Routine O&M Costs Maintenance Siemens LTSA	\$2,734,396	2.09
Other Costs Maintenance Reserve (Appendix I)	\$207,983	0.22
Total FY2021	\$3,809,736	3.23

Forecast annual Project Energy (MWh)	945,377
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$$\text{VOM} = (\$867,357 + \$2,734,396 + \$207,983) / 945,377$$

$$\text{VOM} = 3.23 \text{ \$/MWh}$$