



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

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

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

Time: 10:00 AM PST

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 2150 Webster Street, 1 st Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93436
CITY OF BIGGS 465 C Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 1002 Cooper Ave Glenwood Springs, CO 81601
CITY OF LODI 1331 S. Ham Lane Lodi, CA 95242	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 411 W. Clay St. Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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 10, 2025 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for February 2025

5. Market Data Report for February 2025

6. Monthly Asset Report for January 2025

7. Bidding Strategies Report

CONSENT CALENDAR

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

8. Treasurer's Report for January 2025 – Accept by all Participants

9. Financial Report for January 2025 – 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. Coffman Engineers, Inc. MTPSA** – Staff is seeking a recommendation for approval a five-year Multi-Task Professional Services Agreement with Coffman Engineers, Inc. for fire protection, mechanical, electrical, and civil engineering 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. MP Environmental Services, Inc. Second Amendment to MTGSA** – Staff is seeking a recommendation for approval a Second Amendment to the five-year Multi-Task General Services Agreement with MP Environmental Services, Inc. for removal and replacement of sulfur bins, phase separators, and vacuum truck services, increasing the not-to-exceed amount from \$4,000,000 to \$5,000,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA.
- 13. Epidendio Construction, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services Agreement with Epidendio Construction, Inc. for miscellaneous maintenance services, increasing the not to exceed amount from \$1,000,000 to \$2,000,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 14. Brian Davis dba Northern Industrial Construction First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction for miscellaneous maintenance services, increasing the not to exceed amount from \$2,500,000 to \$3,000,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 15. Brenntag Pacific, Inc. MTEMS** – Staff is seeking a recommendation for approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Brenntag Pacific, Inc. for purchase of chemicals, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA.

Consent Items pulled for discussion: _____

INFORMATIONAL/ DISCUSSION ITEMS

- 16. Lodi Energy Center Hydrogen Upgrade Project** – Staff will provide an update regarding the potential hydrogen upgrade project at the Lodi Energy Center.
- 17. FY2026 Budget Presentation** – Staff will present an updated draft of the FY2026 budget for Committee review/comment.
- 18. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: April 7, 2025 at 10:00 AM PST

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

LEC PPC Meeting Minutes

Date: Monday, January 6, 2025

Time: 10:00 am Pacific Standard Time

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

Chairman Cori Bradley called to order the Project Participant Committee meeting at 10:08 am. She asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Wagner	Present	0.2679%
CDWR - Louie	Present	33.5000%
Gridley - Arteaga	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chaing	Present	9.5000%
Lompoc - Wilkie	Present	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Sauers	Absent	1.7857%
Summary		
Present	8	87.2215%
Absent	5	12.7785%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	February 10, 2025	

Public Forum

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

3. Meeting Minutes

The draft minutes from January 6, 2025, regular meeting were considered. There were no objections or requested corrections. The LEC PPC considered the following motion:

Date: 2/10/2025

Motion: The PPC approves the minutes from the January 6, 2025 Regular Meeting.

Moved by: Lodi

Seconded by: 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 Passed		

MONTHLY REPORTS

4. Operational Report

Gordon Loyd presented the Operational Report for January. There were no OSHA recordable or non-recordable incidents. There were no NERC/WECC or permit violations. There two outages in January due to a turbine trip on startup. The annual maintenance outage is scheduled for April 2025.

The operational report reflected monthly production of 157,090 MWH, 623 service hours, and equivalent operating availability of 99.9%. The report set for the Capacity Factor @ 302MW Pmax of 69.9%. There were two cold starts, four warm starts, three hot starts during the month and two failed starts.

5. Market Data Report

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 30 out of 31 available days. There were eleven starts during the month. There was 1 day when LEC was uneconomic.

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

6. Monthly Asset Report

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

7. Bidding Strategies Report

Jesse Shields presented the January Bidding Strategies report. Jesse reviewed bidding strategies and calculated net start-up costs. Jesse also reviewed Day Ahead and Real Time net revenues over the month with the Committee.

Consent Calendar (Items # 8 – # 20)

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

Date:

2/10/2025

Motion:

The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for December 2024; **9.** Financial Report for December 2024; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** PMOA Schedule 6.00 Updates for requested changes to the City of Gridley and the City of Healdsburg; **12.** RFI Enterprises Inc. dba RFI Communications & Security Systems First Amendment to the 5-year MTGSA for integrated security services, accepting the company name change to Pavion Corp. The not to exceed amount of \$500,000 will remain unchanged. For use at all facilities owned and/or operated by NCPA, Members/SCPPA; **13.** Evoqua Water Technologies LLC Second Amendment to the 5-year MTGSA for condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services, amending Section 2.5 Timing of Submittal of Final Invoice from 30 days to 60 days, with no change to the original not to exceed amount of \$1,000,000 or the original contract term, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **14.** T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting First Amendment to the 5-year MTGSA for various roofing, coating, and siding maintenance related services, increasing the not to exceed amount from \$225,000 to \$1,000,000, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **15.** American Equipment Systems, LLC dba Allied Crane First Amendment to the 5-year MTGSA for inspections and maintenance services, increasing the not to exceed amount from \$225,000 to \$750,000, for continued use at all facilities owned and/or operated by NCPA; **16.** KenMar Instrumentation Services, LLC First Amendment to the 5-year MTGSA for predictive maintenance testing service and vibration monitoring system support related services, increasing the not to exceed amount from \$225,000 to \$750,000, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **17.** American Safety Services, Inc. 5-year MTGSA for rescue response related services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **18.** Thermal Engineering International (USA), Inc. 5-year MTGSA-EMS for condenser related support services and materials, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **19.** NCPA Casualty Insurance Renewals (Agency's Excess Liability, Worker's Compensation, and Automobile Insurance Programs) for the period from March 2025 to March 2025; **20.** PMOA Schedule 1.00 Exhibit 5 revisions for 2025 CAISO Grid Management Charge (GMC) rates related to the Market Service Charge and System Operations Charge.

Moved by:

SVP

Seconded by:

MID

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%
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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 Passed		

INFORMATIONAL ITEMS

21. Lodi Energy Center Hydrogen Upgrade Project

Mike DeBortoli introduced Fred Taylor with GHD who presented a Hydrogen overview and provided informational documents for the members to review. Michelle Schellentrager has emailed the documents to all participants.

Gordon Loyd provided updates on the Hydrogen project compared to the projected timeline. Gordon reminded everyone of the upcoming Hydrogen Workshop on 3/25/25 at NCPA Headquarters.

22. LEC FY2026 Budget Presentation

Rafael Santana discussed the FY26 proposed budget. Rafael went into detail of the planned projects and their costs and provided a 10-year forecast of project expenditure.

23. Additional Operational Updates

Gordon Loyd provided updates on the Hydrogen project compared to the projected timeline. Gordon reminded everyone of the upcoming Hydrogen Workshop on 3/25/25 at NCPA Headquarters.

Rafael Santana provided details on the turbine trips on startup and the corrective actions provided by Siemens. Rafael provided updates on the FX Upgrade and the related permit processes.

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

ADJOURNMENT

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

The meeting was adjourned at 11:53 am.

Submitted by: Julie Kenkel

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 03/10/2025

To: Lodi Energy Center Project Participant Committee

Safety

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

Notice of Violations

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

Outage Summaries:

- 02/22 @ 00:00 - 18:00; Fuel gas compressor seal replacement, OMS 17455150 (Forced, short-notice opportunity outage)
- 02/22 @ 18:00 - 02/23 @ 15:43; Boiler tube leak repair, OMS 17467186 (Forced, short-notice opportunity outage)

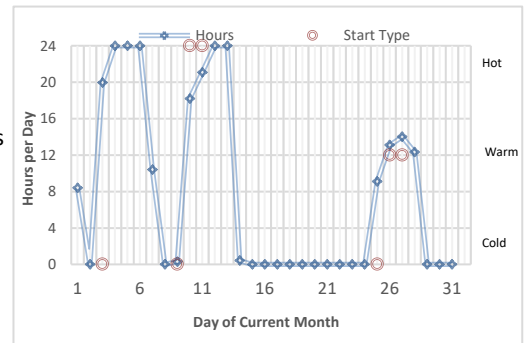
Planned Outage Summaries:

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

LEC Generating Unit Statistics:
Date:

2/1/2025

1. Monthly Production	59,532	MWh
2. Productivity Factor		
a. Service Hours	247	Hours
b. Service Factor	36.8	%
c. Capacity Factor @ 302MW Pmax	29.3	%
3. Equivalent Operating Availability (EOA)	94.1	%
4. Forced Outages		
a. Forced Outage Rate (FOR)	13.8	%
b. Forced Outage Factor (FOF)	5.9	%



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	6,845	-0.07%	1,903	-\$37
Seg. 2 284 - 296	6870	6,856	-0.20%	17,964	-\$1,001
Seg. 3 275 - 284	6971	6,897	-1.06%	7,334	-\$2,160
Seg. 4 250 - 275	7081	6,895	-2.62%	8,646	-\$6,427
Seg. 5 225 - 250	7130	6,981	-2.08%	10,318	-\$6,129
Seg. 6 200 - 225	7200	7,073	-1.76%	7,100	-\$3,594
Seg. 7 175 - 225	7450	7,428	-0.29%	3,410	-\$298
Seg. 8 165 - 175	7760	7,665	-1.22%	750	-\$285
	7,164	6,961	-2.84%	57,425	-\$19,932

6. AGC Control Deviation

MW Range	High Dev MWh	Low Dev MWh	Total Dev MWh	Cost \$
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	0	0	\$2
Seg. 3 275 - 284	0	-12	12	\$331
Seg. 4 250 - 275	0	0	0	\$0
Seg. 5 225 - 250	0	0	0	\$2
Seg. 6 200 - 225	0	0	0	\$0
Seg. 7 175 - 225	1	0	1	\$19
Seg. 8 165 - 175	0	0	0	\$0
	1	-12	13	\$355

7. Starting Reliability

Start Type	Total Starts	Start Failures	Hot Starts	Warm Starts	Cold Starts
Number of Starts	8	0	2	3	3
Start Time Benchmark (Minutes)	20				
Start Time Actual (Average Minute)	19				
Start Time Deviation (%)	-5%				
Start Fuel Benchmark (mmBTU)	250				
Start Fuel Actual (Average mmBTU)	189				
Fuel Deviation (%)	-24%				
Costs of Fuel Deviations (\$)	-\$487				

Definitions:

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



LEC PPC Meeting

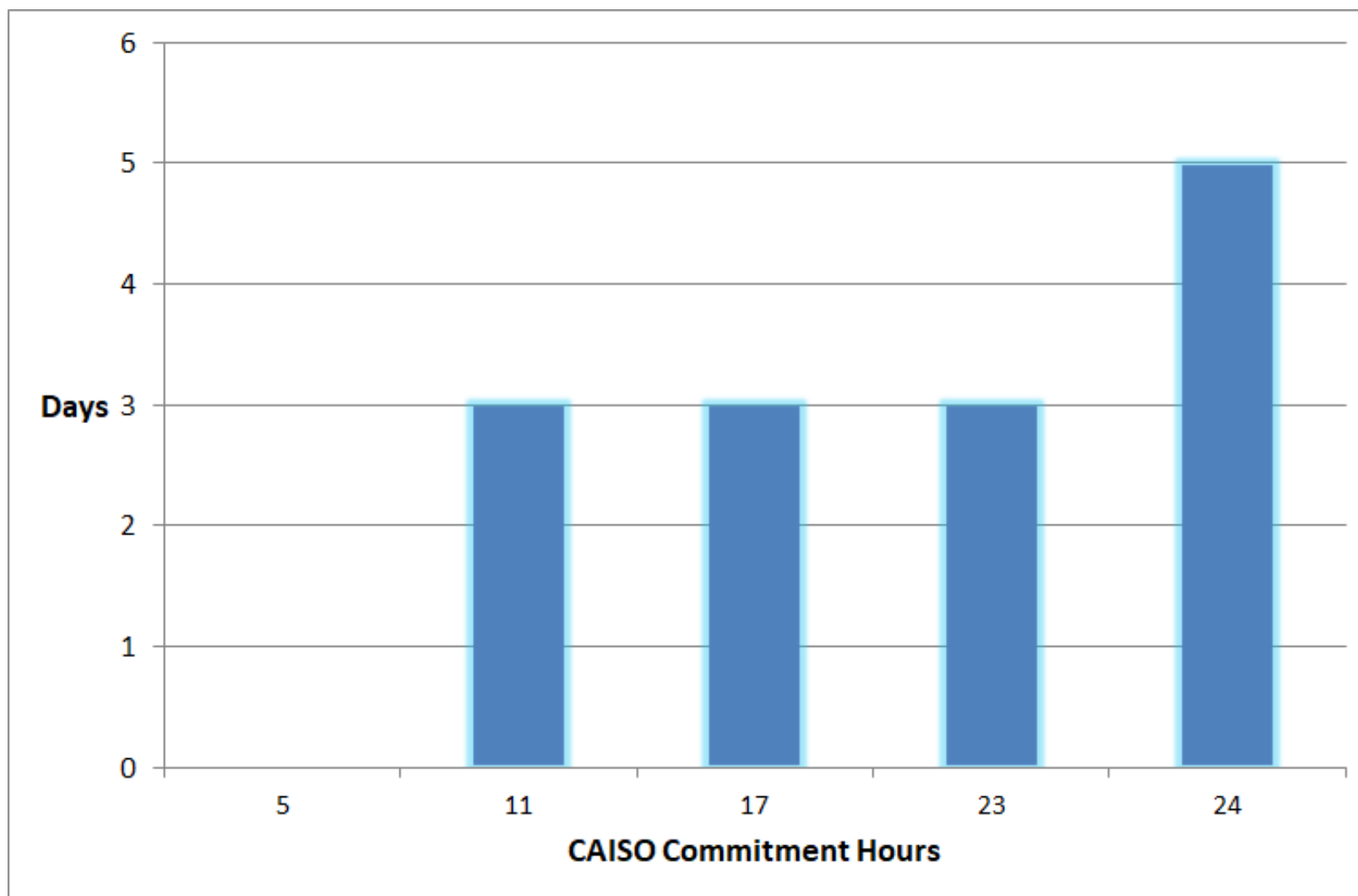
March 10, 2025

February 2025 Market Financial Results

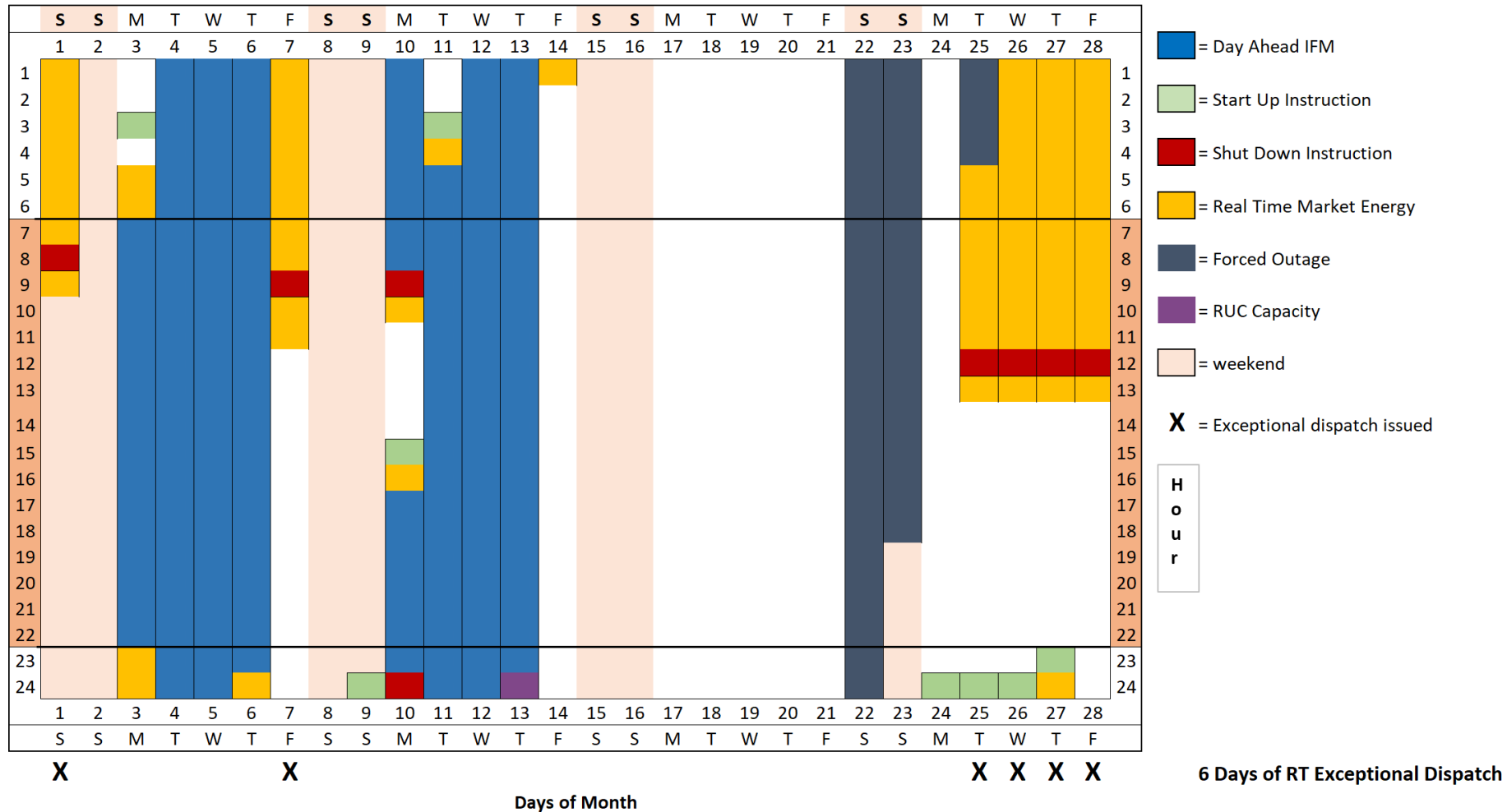
LEC Operational Results for February 2025

- Resource Adequacy Availability Metrics:
 - 100.0% - Monthly Assessment Generic Performance
 - 99.3% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Monthly Incentive Payment:
 - \$23K Payment for Generic RA based on claimed 115.42 MW
 - \$2.6K Payment for Flexible RA based on claimed 24.39 MW
- LEC was committed by CAISO for market energy or local reliability 14 days of 26 available days
 - 2 days in which LEC was unavailable due to forced outage;
 - LEC was not committed for 12 days during February due to uneconomic conditions and LEC was not required to operate for local reliability;
 - There were 8 starts during the month, and
 - 5 days for which LEC was committed to operate 24-hours for each day

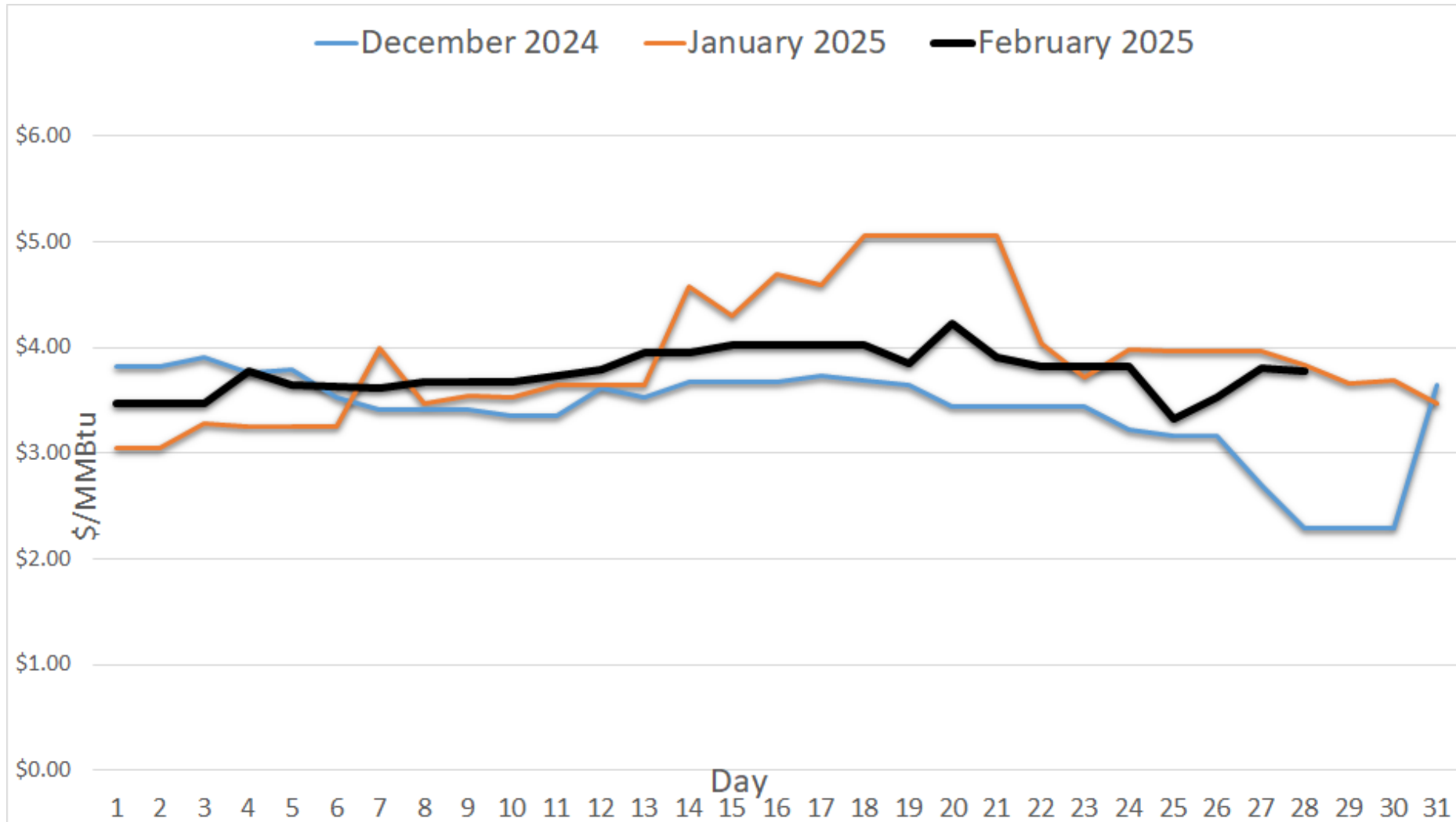
Frequency Tabulation of Daily CAISO commitment hours for February 2025



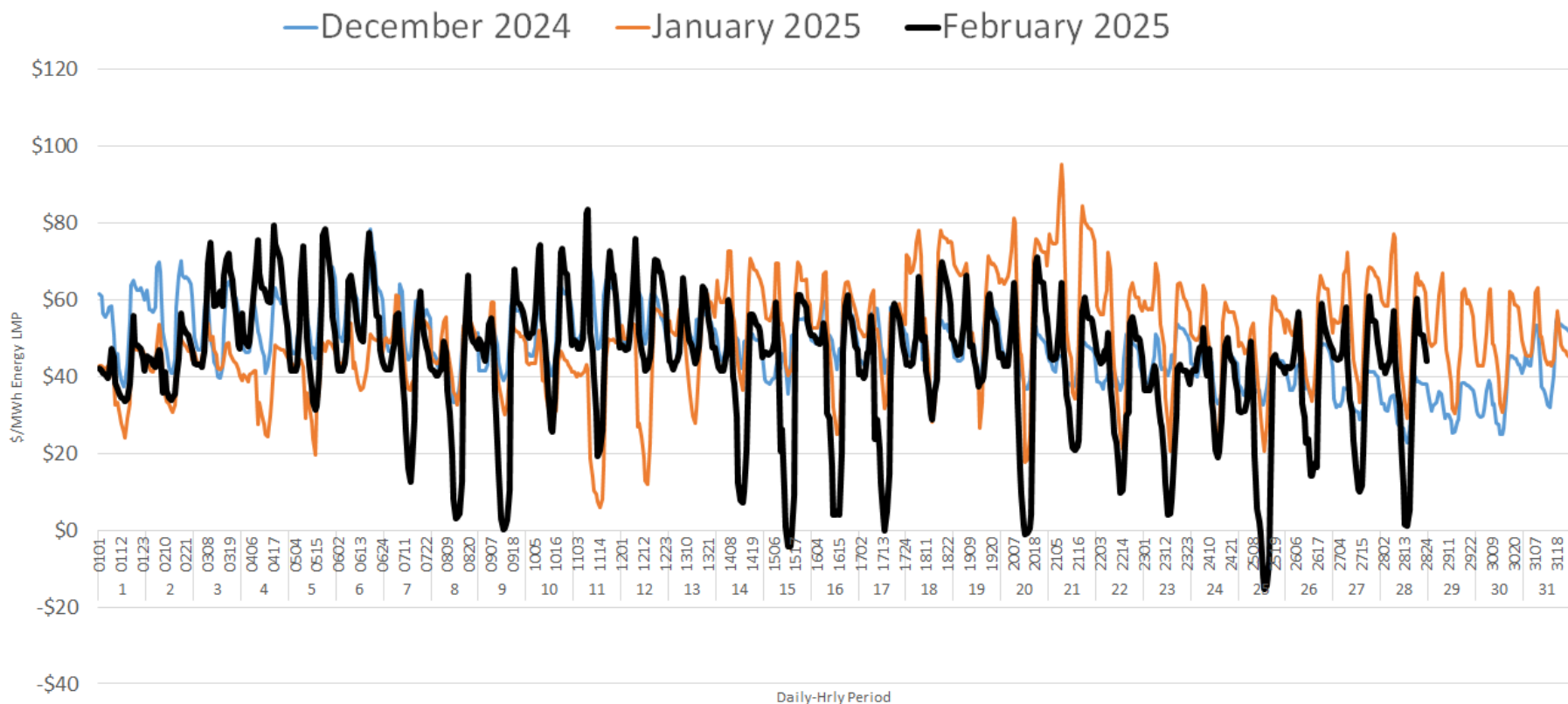
Daily CAISO Commitment Periods for February 2025



Daily PG&E City Gate Gas Index Values by Month

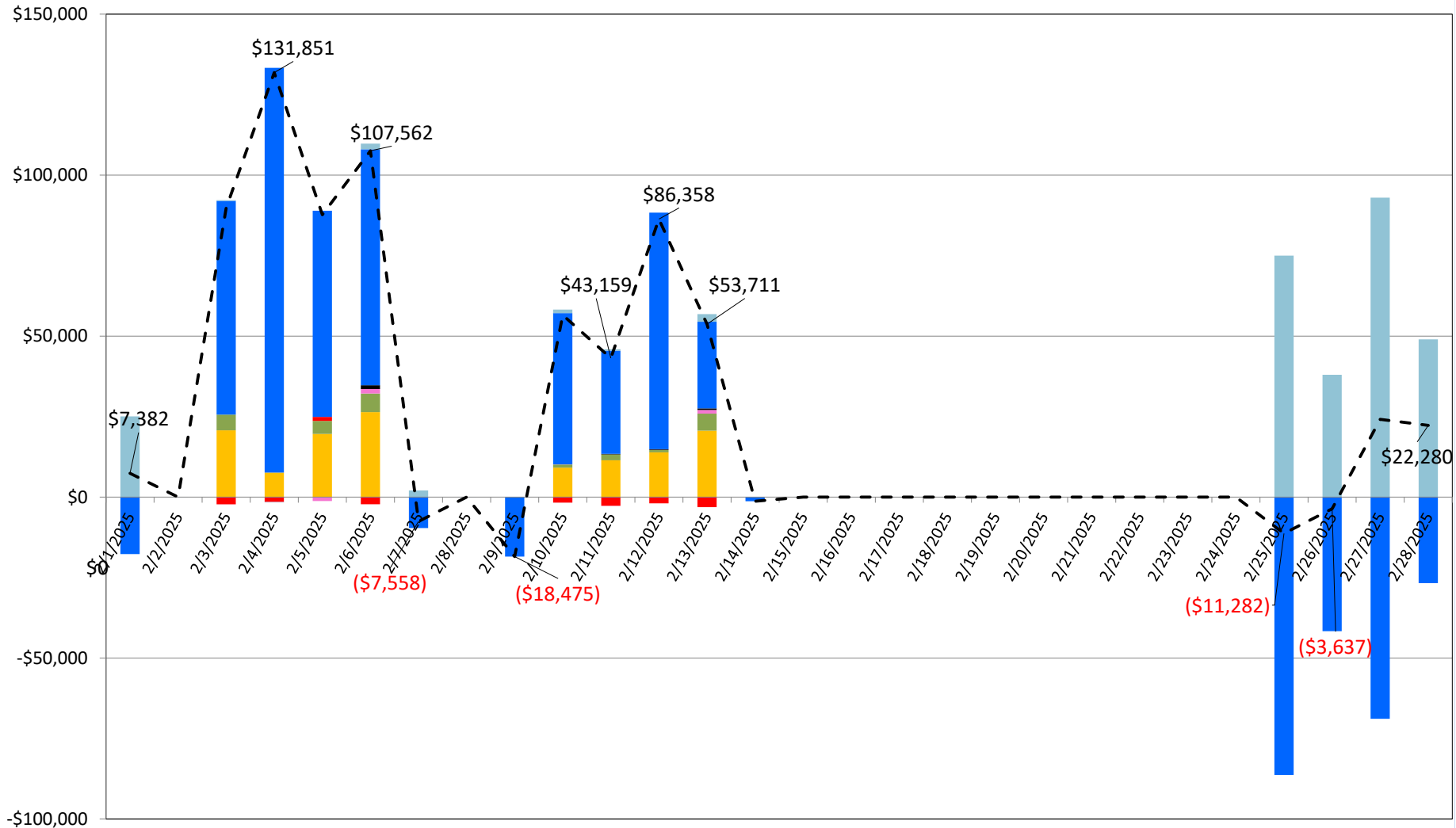


DA Energy LMP values by Month



February 2025 LEC Daily Margin Profile by Product

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



February 2025 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	3,214,600	
Regulation Up Capacity	\$	23,500	
Regulation Down Capacity	\$	129,500	
Spinning Reserve	\$	2,100	
Bid Cost Recovery	\$	288,000	
Total Gross LEC Revenue			\$ 3,657,700
LEC CAISO GMC Costs	\$	(25,300)	
CAISO Energy & Capacity Buyback Costs	\$	(92,200)	
Total Monthly LEC Fuel Cost	\$	(1,977,500)	
Total Monthly GHG Obligation	\$	(718,600)	
Variable Operations & Maintenance Cost	\$	(175,600)	
Total Gross Costs			\$ (2,989,200)
Cumulative Monthly Margin			\$ 668,500
5 Days of Accrued LT Maintenance Costs	\$	(75,904)	
Net Cumulative Monthly Margin			\$ 592,596
Average Net Margin \$/MWh		\$	9.95

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

February 2025 Cost of Congestion Component

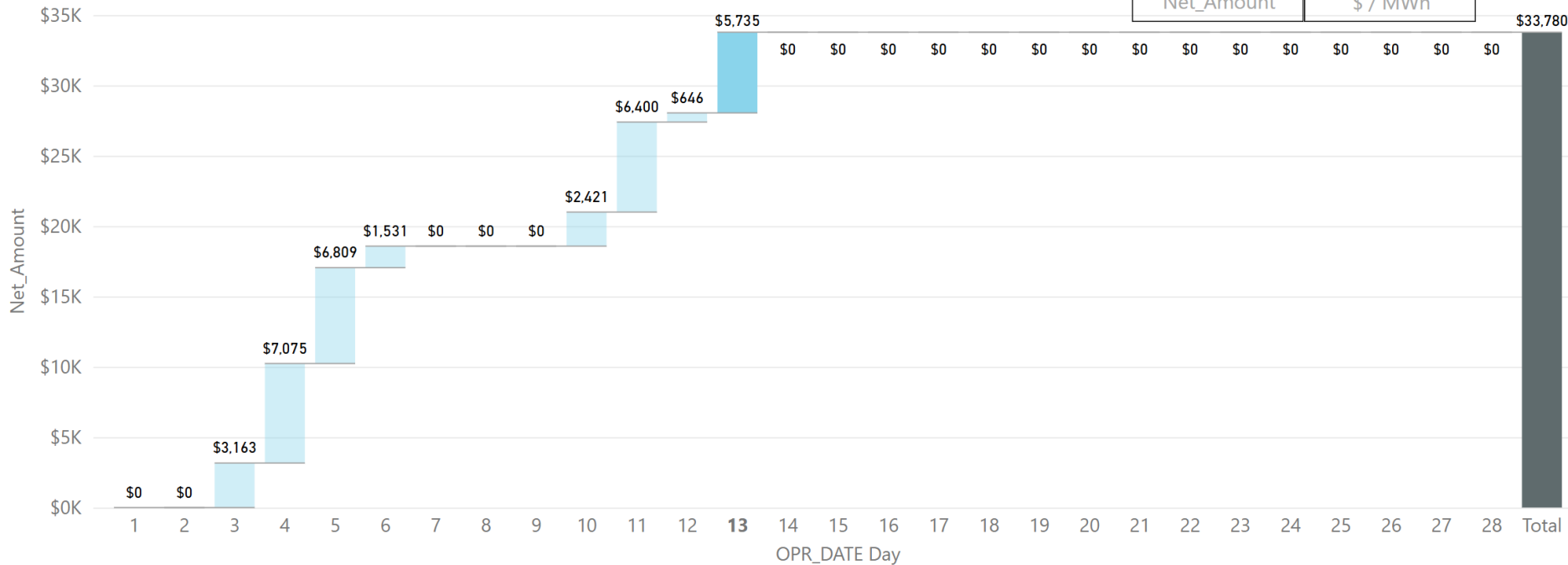
\$5,735

Net_Amount

\$0.10

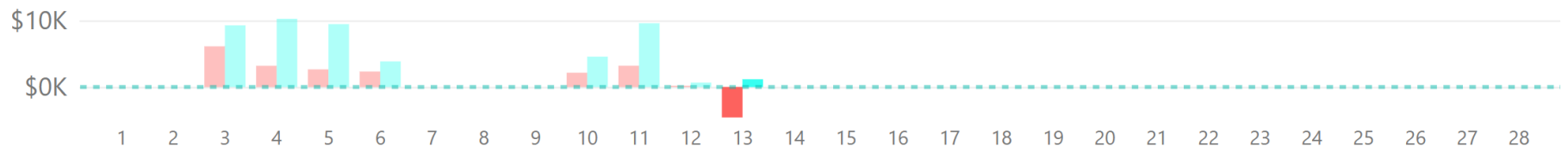
\$ / MWh

● Increase ● Decrease ● Total



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

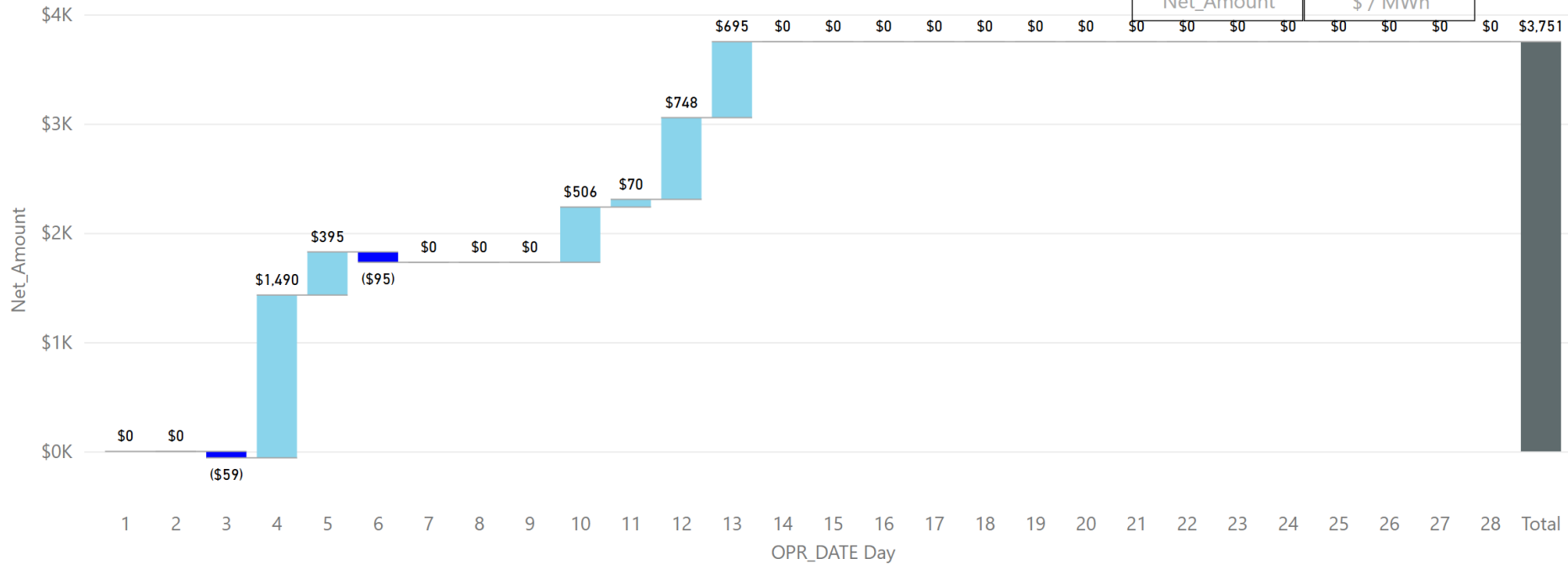
February 2025 Cost of Loss Component

\$3,751

Net_Amount

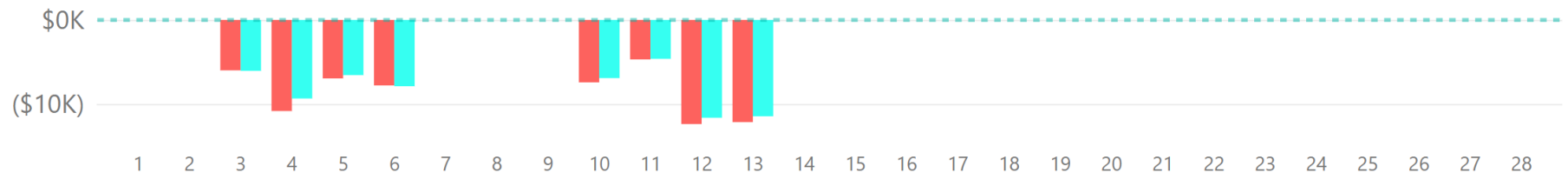
\$0.06

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Follow up from January 2025 and Action Items

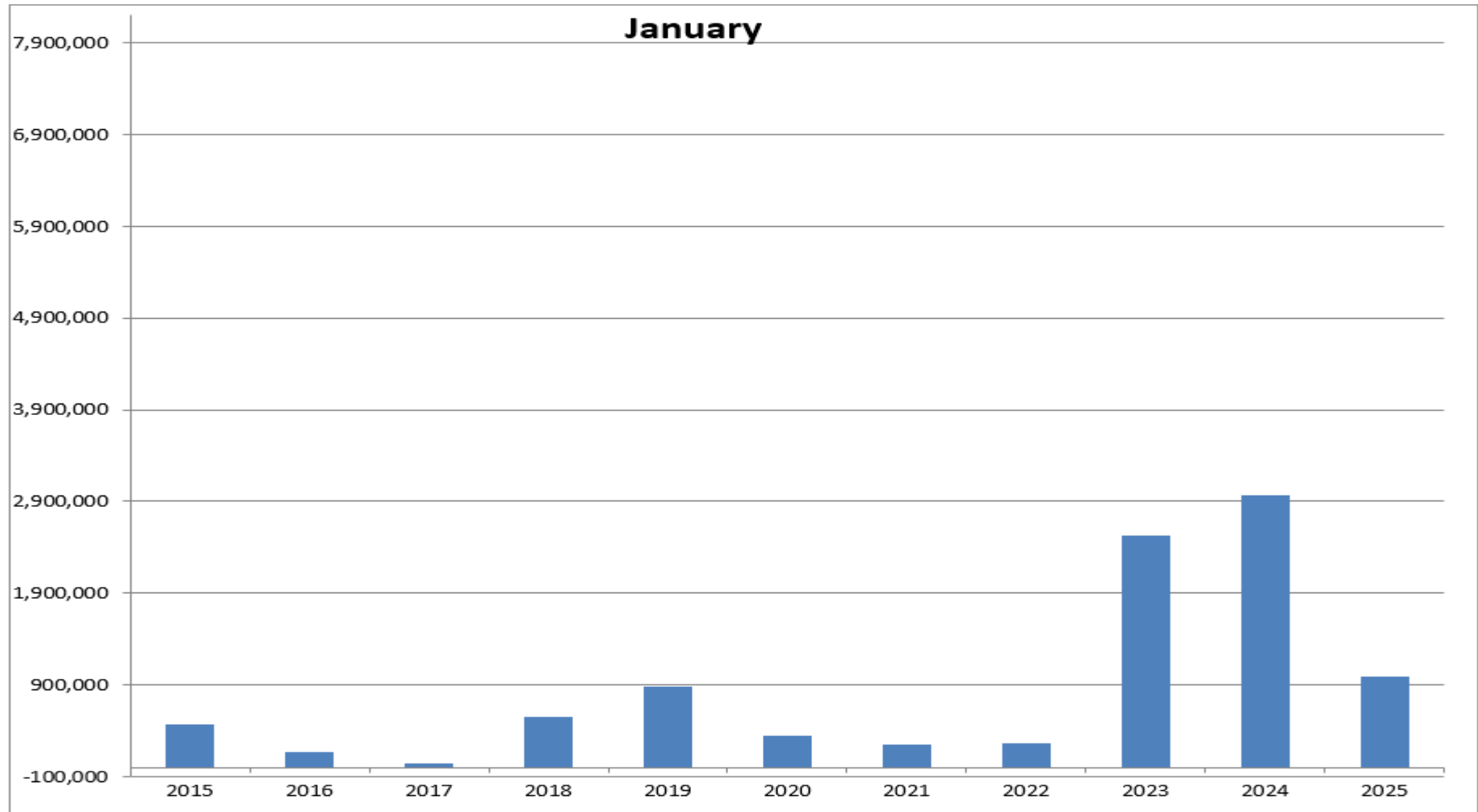
- Settlement Dispute submitted to CAISO for Trade Date 1/14/2025 Hours 13-15 for uncompensated **\$40K** BCR amount due to incorrect Real-Time Minimum Load Cost Eligibility flag.
 - CAISO approved the dispute
 - CAISO credit to be applied on T+70 BD Recalculated CAISO Settlement Statement on calendar date 4/24/2025
 - Will be included on June 2025 All Resources Bill (ARB), published in late May
- Similar **\$30K** BCR Settlement dispute was submitted for Trade Date 1/16/2025, which is under review by CAISO.
- NCPA will submit Settlement Dispute for uncompensated **\$21K** BCR amount for disqualified Start-Up Cost for Trade Date 2/25/2025 based on incorrect 1x1 configuration start-up (i.e. 165 MW min load)
 - CAISO Dispatcher indicated LEC start-up would be 1x0 config (i.e. 135 MW)
 - 1x1 start-up instruction was infeasible to meet 165 MW level in time
 - Trade Date 2/25 CAISO Settlement Statement to be published on calendar date 3/10/2025

January 2025 Asset Report

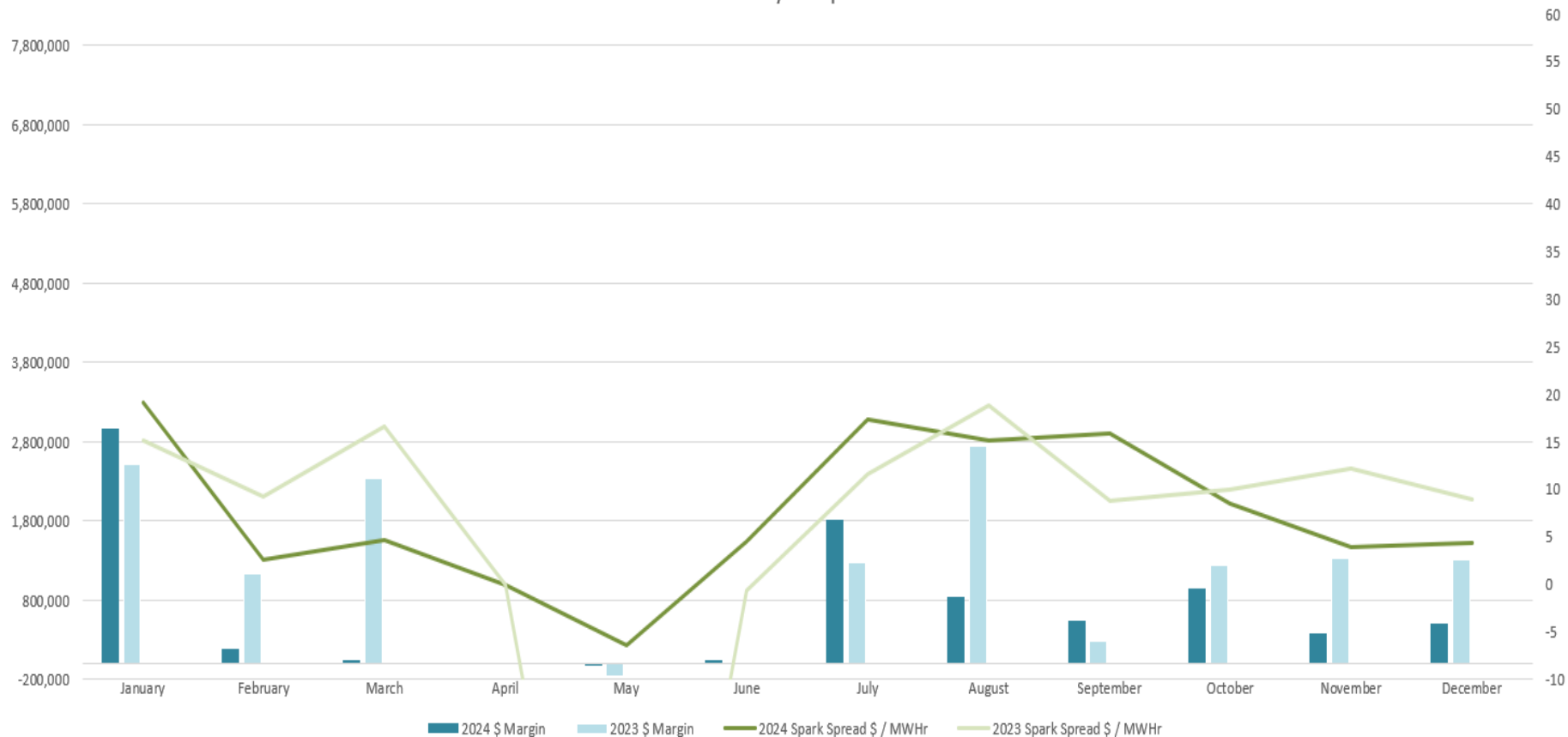
** Budget numbers are being utilized.

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	9,429,828	19,549,541	18,979,908	(10,119,713)	-52%	Energy Sales lower by 51% vs. Forecast
VOM	7,876,240	17,490,768	17,975,986	(9,614,528)	-55%	Avg. \$/MWhr lower by 50% vs Forecast ED Dispatch
Fixed	1,131,131	1,178,367	1,215,867	(47,236)	-4%	
Projects	300,316	299,360	5,046,999	956	0%	Outage PO's and Gas Comp. Overhaul payment
A&G	264,976	264,871	264,871	105	0%	
Debt	2,168,156	2,168,156	2,168,156	0	0.00%	
Net Cost	(2,310,991)	(1,851,981)	(7,691,971)	(459,010)	24.78%	
Net Annual Cost		(36,668,924)	(44,498,594)	\$7,829,670 Below budget by 17.60%		

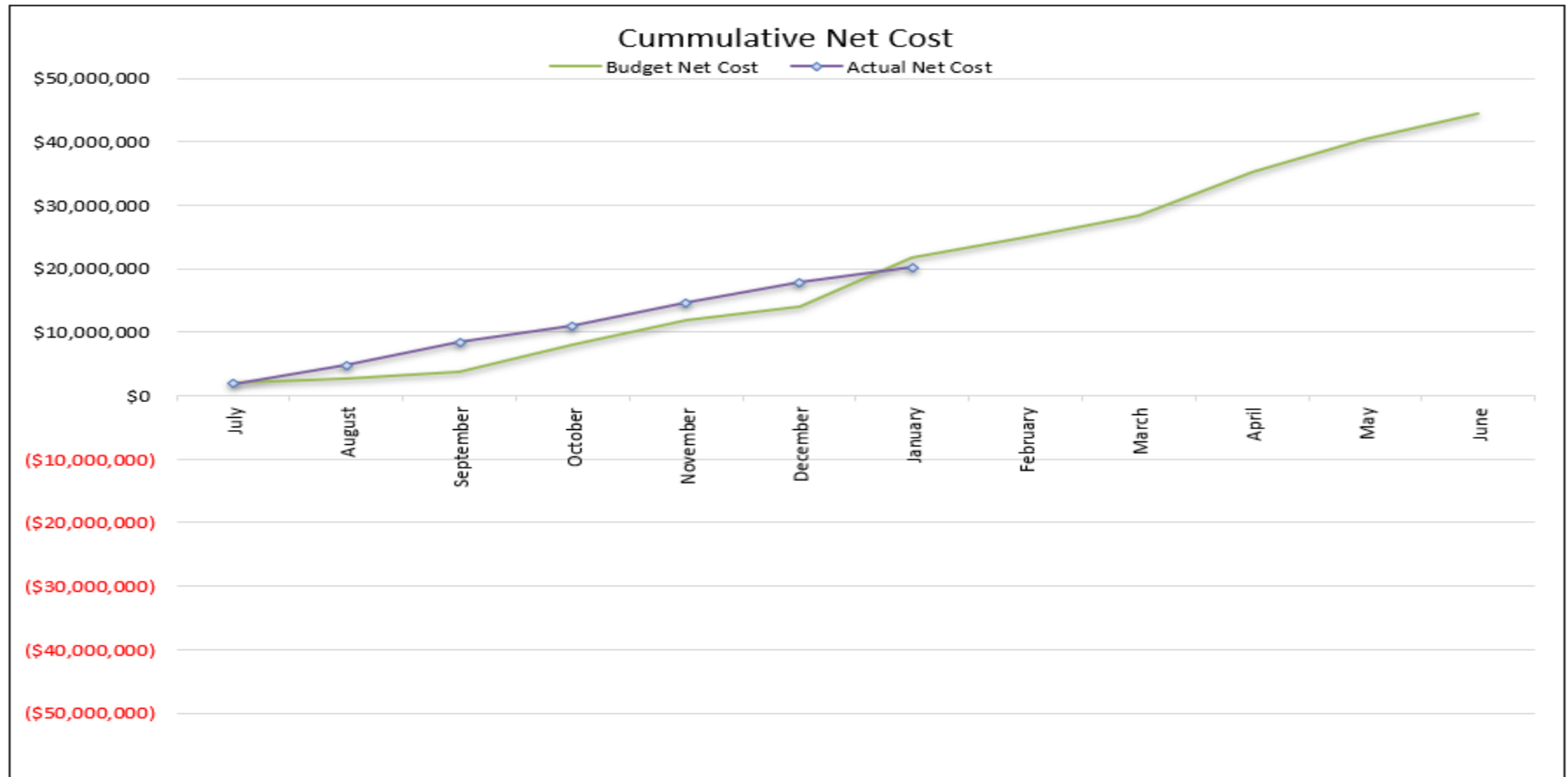
Historical Margins



Historical Monthly Comparison



- * Lower Spark Spread from Jan 2024 @ \$19.13 \$/MWhr vs. Jan 2025 @ \$6.33 \$/MWhr
- * Spark Spread delta lower, Jan 2024 vs Jan 2025 @ \$12.80 \$/MWhr
- * Margin comparison lower, Jan 2024 \$2,996,443 vs Jan 2025 \$995,305



** On the cumulative chart, (historical asset reports), January revenue improved but when compared to previous years it was a soft month. Actual Net Cost \$20,219,589 vs Budget Net Cost \$21,679,306.

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2025 Budget	Percent Used	Comments
VOM	5,218,814	2,529,221	1,803,660	6,193,107	5,255,290	5,991,248	7,876,240	8,784,959	6,280,707	1,421,290	283,578	5,341,500	56,979,614	104,889,106	54.3%	
Capacity Factor	47%	25%	16%	50%	46%	52%	70%	52%	37%	0%	2%	26%	35%	35%	100.0%	
Fuel Consumed (mmBTU, estimated)	758,951	396,532	246,972	807,613	716,693	843,391	1,127,877	806,333	639,346	0	38,334	458,913	6,840,956	8,288,573	82.5%	
Avg Fuel Cost (\$/mmBTU)	3.81	3.86	3.55	5.03	4.09	4.51	4.76	0.00	0.00	0.00	0.00	0.00	3.14	9.34	33.6%	
Power Produced (MWhr, estimated)	104,830	55,214	34,282	110,571	100,241	116,639	157,106	109,705	83,751	0	3,995	57,321	933,655	1,127,248	82.8%	
Avg Power Price (\$/MWhr)	70.63	62.56	68.08	67.40	54.52	58.99	59.30	0.00	0.00	0.00	0.00	0.00	45.31	100.57	45.1%	Avg power pricing lower by 50%
Operations / Variable / LTSA	155,856	174,273	211,288	129,814	650,021	141,762	199,662	119,307	97,976	1,421,290	26,418	560,603	3,888,269	5,616,489	69.2%	
Fuel (estimated)	2,893,970	1,530,807	877,171	4,059,244	2,928,977	3,807,262	5,370,605	6,596,698	4,569,781	0	164,657	3,615,383	36,414,554	77,589,905	46.9%	
AB32 GHG Offset (estimated)	1,477,277	730,347	464,713	1,625,837	1,432,680	1,605,877	2,029,758	1,801,924	1,428,755	0	85,665	1,025,540	13,708,373	18,130,062	75.6%	
CA ISO Charges (estimated)	691,711	93,794	250,488	378,212	243,612	436,347	276,215	267,031	184,195	0	6,838	139,975	2,968,418	3,552,650	83.6%	
Routine O&M (Fixed)	1,265,968	1,258,618	1,491,010	1,239,067	1,232,335	1,402,098	1,131,131	1,229,865	1,230,866	1,298,321	1,434,171	1,211,358	15,424,808	15,221,959	101.3%	
Maintenance / Fixed	301,092	326,538	555,554	325,020	303,499	438,310	318,138	288,978	288,978	408,934	288,978	288,978	4,132,997	3,587,692	115.2%	
Administration	2,201	8,971	3,936	7,598	21,040	15,509	33,274	15,695	15,695	15,695	15,695	15,700	171,009	188,345	90.8%	
Mandatory Costs	170,786	48,533	10,041	8,159	5,431	15,701	14,438	32,189	32,189	32,189	32,189	32,190	434,035	386,269	112.4%	
Inventory Stock	0	70,753	115,567	72,520	2,271	8,130	47,886	51,500	52,500	0	0	33,000	454,127	450,000	0.0%	
Labor	464,848	474,063	492,010	511,290	586,192	609,317	397,215	511,609	511,609	511,609	767,413	511,609	6,348,784	6,650,919	95.5%	
Insurance	154,128	154,128	154,128	154,128	154,128	154,128	154,128	154,127	154,127	154,127	154,127	154,127	1,849,531	1,849,532	100.0%	
Power Management & Settlements	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	1,912,956	1,912,958	100.0%	
Other Costs	13,500	16,219	361	939	361	1,590	6,639	16,354	16,355	16,354	16,356	16,341	121,369	196,244	61.8%	
Projects	488,408	233,133	320,767	274,111	236,844	375,742	300,316	636,940	470,057	1,636,827	964,276	5,047,000	10,984,421	10,857,834	101.2%	
Maintenance Reserve	230,783	230,783	230,783	230,783	230,783	230,783	230,783	230,782	230,782	230,782	230,782	230,788	2,769,397	2,769,390	100.0%	
Operations & Maintenance Projects	257,625	2,350	89,984	43,328	6,061	131,303	68,559	47,602	53,275	1,081,045	42,050	49,546	1,872,728	1,746,778	107.2%	Outage PO's & "B" Gas Comp. Overhaul
Capital Projects	0	0	0	0	0	13,656	974	358,556	186,000	325,000	691,444	4,766,666	6,342,296	6,341,666	100.0%	
A&G	258,568	264,976	264,976	264,976	264,976	264,976	264,976	264,871	264,871	264,871	264,871	264,872	3,172,780	3,178,462	99.8%	
Administrative & General (Allocated)	216,457	222,865	222,865	222,865	222,865	222,865	222,865	222,866	222,866	222,866	222,866	222,866	2,667,977	2,674,401	99.8%	
Generation Services Shared	42,111	42,111	42,111	42,111	42,111	42,111	42,111	42,005	42,005	42,005	42,005	42,006	504,803	504,061	100.1%	
Total O&M Cost	7,231,758	4,285,948	3,880,413	7,971,261	6,989,445	8,034,064	9,572,663	10,916,635	8,246,501	4,621,309	2,946,896	11,864,730	86,561,623	134,147,361	64.5%	
Debt Service	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	0	0	0	0	0	15,177,092	26,017,868	58.3%	
Revenues	7,467,852	3,544,816	2,429,142	7,556,457	5,519,630	6,975,329	9,429,828	11,178,355	8,437,844	0	7,030	2,523,508	65,069,791	115,666,635	56.3%	
ISO Energy Sales (estimated)	7,403,911	3,454,165	2,334,033	7,452,511	5,464,804	6,880,100	9,316,944	10,990,204	8,280,116	0	0	2,423,424	64,000,211	113,367,408	56.5%	ISO sales lower by 51%. Exceptional Dispatch request by CAISO for voltage support
Other Income	63,941	90,651	95,109	103,946	54,826	95,229	112,884	188,152	157,727	0	7,030	100,084	1,069,579	2,299,227		
Net	(\$1,932,062)	(\$2,909,288)	(\$3,619,427)	(\$2,582,960)	(\$3,637,971)	(\$3,226,891)	(\$2,310,991)	\$261,720	\$191,342	(\$4,621,309)	(\$2,939,866)	(\$9,341,222)	(\$36,668,924)	(\$44,498,594)	Below budget by 17.60%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

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

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 \$956.

Investments - The carrying value of the LEC's investment portfolio totaled \$40,642,357 at month end. The current market value of the portfolio totaled \$40,043,758.

The overall portfolio had a combined weighted average interest rate of 3.092% with a bond equivalent yield (yield to maturity) of 3.184%. Investments with a maturity greater than one year totaled \$17,611,000. During the month \$3,168,131 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 5 basis points from 4.36% to 4.31% and rates on one year T-Bills decreased 8 basis points from 4.23% to 4.15%.

To the best of my knowledge and belief, all securities held by LEC as of January 31, 2025 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

JANUARY 31, 2025

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LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
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**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
January 31, 2025**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 956	\$ 11,391,923	\$ 11,392,879	28.03%	\$ 11,394,205
Debt Service Reserve	-	11,554,927	11,554,927	28.43%	11,379,670
O & M Reserve	-	17,558,434	17,558,434	43.20%	17,132,810
	956	40,505,284	40,506,240	99.66%	39,906,685
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	137,073	137,073	0.34%	137,073
Participant Deposit Account	-	-	-	-	-
	\$ 956	\$ 40,642,357	\$ 40,643,313	100.00%	\$ 40,043,758

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
January 31, 2025

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 3	\$ 564	\$ -	\$ (2,165,920)	\$ 2,165,925	\$ 572
Debt Service Reserve	-	1	-	-	(1)	-	-
O & M Reserve	-	21,708	850,192	-	(1,001,682)	129,782	-
	-	21,712	850,756	-	(3,167,603)	2,295,707	572
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	528	-	-	(528)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 22,240	\$ 850,756	\$ -	\$ (3,168,131)	\$ 2,295,707	\$ 572

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, 2025

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,165,920	\$ (564)	\$ 34,531	\$ -	\$ -	\$ 2,199,887
Debt Service Reserve	1	-	10,891	-	-	10,892
O & M Reserve	1,001,682	(850,192)	552	-	-	152,042
	<u>3,167,603</u>	<u>(850,756)</u>	<u>45,974</u>	<u>-</u>	<u>-</u>	<u>2,362,821</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	528	-	-	-	-	528
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 3,168,131</u>	<u>\$ (850,756)</u>	<u>\$ 45,974</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,363,349</u>

Less Non- Cash Activity

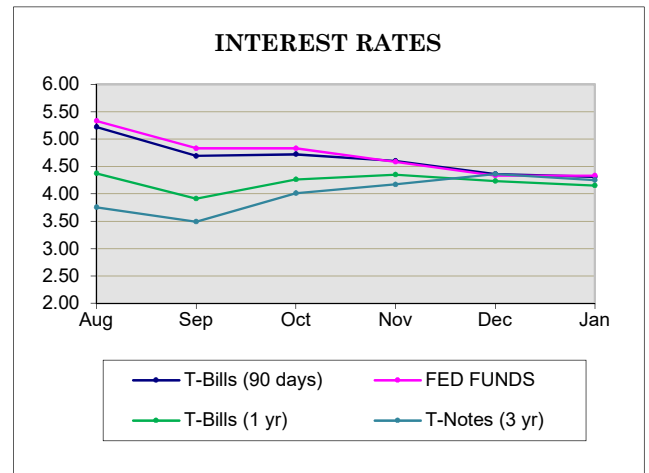
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(45,974)
Net Change in Investment –Before Non-Cash Activity	<u><u>\$ 2,317,375</u></u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
January 31, 2025

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.092%	3.184%
Debt Service Account	4.186%	4.326%
Debt Service Reserve	2.919%	2.872%
O & M Reserve	2.483%	2.635%
GHG Cash Account	4.730%	4.730%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.31%	5.45%
Agency Disc (90da.)	4.29%	5.26%
T-Bills (1yr.)	4.15%	4.80%
Agency Disc (1yr.)	4.05%	4.55%
T-Notes (3yr.)	4.25%	4.15%

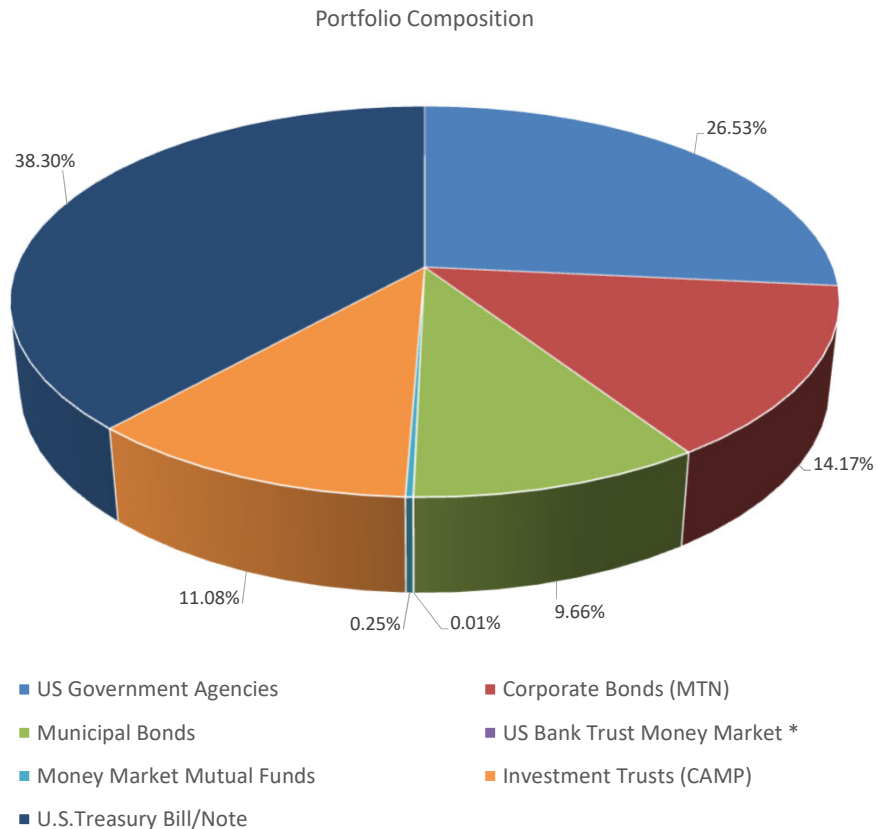


Northern California Power Agency/Lodi Energy Center
Total Portfolio
Liquidity and Investment Maturities Analysis
January 31, 2025

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	\$ -	\$ -	\$ 3,744	\$ 2,420	\$ -	\$ 4,700	\$ -	\$ 10,864	26.53%
Corporate Bonds (MTN)	-	-	-	-	-	5,804	-	5,804	14.17%
Municipal Bonds	-	-	500	-	-	3,455	-	3,955	9.66%
US Bank Trust Money Market *	6	-	-	-	-	-	-	6	0.01%
Money Market Mutual Funds	103	-	-	-	-	-	-	103	0.25%
Investment Trusts (CAMP)	4,536	-	-	-	-	-	-	4,536	11.08%
U.S.Treasury Bill/Note	-	-	12,031	-	-	3,652	-	15,683	38.30%
Total Dollars	\$ 4,645	\$ -	\$ 16,275	\$ 2,420	\$ -	\$ 17,611	\$ -	\$ 40,951	100.00%
Total Percents	11.34%	0.00%	39.74%	5.91%	0.00%	43.01%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

01/31/2025

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	910	0.010		910		1	0.010	910	SYS79004	79004	910
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	117	4.250	723,222	912797NN3	27903	723,185
Federal Home Loan Ba	USBT	731,000	4.160	01/29/2025	720,526	06/02/2025	121	4.279	720,693	313385GJ9	27910	720,779
Fund Total and Average		\$ 1,464,910	4.137		\$ 1,441,853		119	4.262	\$ 1,444,825			\$ 1,444,874

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	444	0.010		444		1	0.010	444	SYS79012	79012	444
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	117	4.357	3,124,752	912797NN3	27886	3,123,668
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	117	4.250	780,448	912797NN3	27904	780,409
Federal Home Loan Ba	USBT	790,000	4.160	01/29/2025	778,680	06/02/2025	121	4.279	778,861	313385GJ9	27911	778,954
Fund Total and Average		\$ 4,748,444	4.186		\$ 4,658,731		118	4.326	\$ 4,684,505			\$ 4,683,475

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	117	4.357	3,402,004	912797NN3	27887	3,400,823
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	117	4.250	657,116	912797NN3	27905	657,082
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	121	4.441	539,287	313385GJ9	27880	539,122
Federal Home Loan Ba	USBT	676,000	4.160	01/29/2025	666,314	06/02/2025	121	4.279	666,468	313385GJ9	27912	666,548
Fund Total and Average		\$ 5,337,000	4.200		\$ 5,233,077		118	4.343	\$ 5,264,875			\$ 5,263,575
GRAND TOTALS:		\$ 11,550,354	4.186		\$ 11,333,661		118	4.326	\$ 11,394,205.			\$ 11,391,924

*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 01/31/2025



Northern California Power Agency
Treasurer's Report

01/31/2025

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	103,282	4.290		103,282		1	4.290	103,282	SYS70041	70041	103,282
California Asset Mgm	CMP	4,398,533	4.730	09/09/2022	4,398,533		1	4.730	4,398,533	SYS70075	70075	4,398,533
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	150	0.609	344,624	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	150	0.609	147,603	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	178	0.579	982,000	3136G4D75	27047	1,000,099
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	198	0.600	980,040	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	240	0.530	731,970	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	240	0.530	653,411	3133EMB00	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	372	0.699	482,265	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	453	1.200	474,465	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	530	1.050	954,100	57629WDE7	27250	1,002,125
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	571	1.250	94,219	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	590	1.227	475,035	14913R2Q9	27290	499,396
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	631	1.567	808,886	872898AA9	27335	852,572
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	646	1.490	488,601	74460DAG4	27310	515,086
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	646	1.475	1,009,459	74460DAG4	27341	1,064,445
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	850	3.654	186,182	088006KB6	27424	190,143
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,116	5.003	266,041	233851DF8	27609	265,693
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,520	3.752	449,250	072024XF4	27809	464,209
MassMutual Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,579	4.395	507,060	57629W4T4	27883	514,683
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,610	3.728	584,384	68587FAZ7	27811	606,494
San Ramon Valley USD	USBGC	1,000,000	1.794	01/31/2025	898,400	08/01/2029	1,642	4.301	892,660	7994082J7	27921	898,400
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,673	3.626	1,118,740	13063EBP0	27810	1,163,274
Fund Total and Average		\$ 17,680,815	2.483		\$ 17,551,432		571	2.635	\$ 17,132,810			\$ 17,558,434
GRAND TOTALS:		\$ 17,680,815	2.483		\$ 17,551,432		571	2.635	\$ 17,132,810.			\$ 17,558,434

*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 01/31/2025

Callable Dates:

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

01/31/2025

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	3,392	0.010		3,392		1	0.010	3,392	SYS79005	79005	3,392
U.S. Treasury	USBT	85,000	4.120	12/30/2024	83,541	05/29/2025	117	4.250	83,866	912797NN3	27906	83,862
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	394	0.840	4,288,704	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	496	0.799	143,465	3130AN4T4	27270	150,150
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	682	4.080	3,599,085	91282CJP7	27700	3,607,377
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,245	4.285	119,243	3130AWN63	27624	118,957
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,307	4.608	21,059	91282CHX2	27647	20,844
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,702	4.046	40,474	91282CLN9	27825	41,038
Fund Total and Average		\$ 8,440,392	2.447		\$ 8,465,746		536	2.329	\$ 8,279,288			\$ 8,455,620

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	978	0.010		978		1	0.010	978	SYS79006	79006	978
U.S. Treasury	USBT	2,306,000	4.210	12/05/2024	2,258,807	05/29/2025	117	4.357	2,275,238	912797NN3	27888	2,274,448
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,259,785		117	4.356	\$ 2,276,216			\$ 2,275,426

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	305	0.010		305		1	0.010	305	SYS79013	79013	305
U.S. Treasury	USBT	835,000	4.210	12/05/2024	817,911	05/29/2025	117	4.357	823,861	912797NN3	27889	823,575
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		117	4.356	\$ 824,166			\$ 823,880
GRAND TOTALS:		\$ 11,582,675	2.919		\$ 11,543,747		424	2.872	\$ 11,379,670.			\$ 11,554,926

*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 01/31/2025

Callable Dates:

Inv #

27199 FFCB Anytime

Northern California Power Agency
Treasurer's Report
01/31/2025

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	137,073	4.730	09/13/2022	137,073		1	4.730	137,073	SYS70077	70077	137,073
Local Agency Investm		0	3.590	07/01/2024	0	1	3.590	0	SYS70046	70046	0	
Fund Total and Average		\$ 137,073	4.730		\$ 137,073		1	4.730	\$ 137,073			\$ 137,073
GRAND TOTALS:		\$ 137,073	4.730		\$ 137,073		1	4.730	\$ 137,073.			\$ 137,073

*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 01/31/2025





Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: January 31, 2025 Financial Reports (Unaudited)

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

	January	
	2025	2024
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 137,073	\$ 171,396
Interest receivable	61,686	66,375
Inventory and supplies - at average cost	3,064,630	2,620,150
Prepaid insurance	1,414,484	1,047,375
Due from (to) Agency, net	36,694,476	43,585,252
TOTAL CURRENT ASSETS	41,372,349	47,490,548
RESTRICTED ASSETS		
Cash and cash equivalents	4,508,801	3,884,815
Investments	35,997,438	35,792,170
Interest receivable	37,519	37,252
TOTAL RESTRICTED ASSETS	40,543,758	39,714,237
ELECTRIC PLANT		
Electric plant in service	447,721,514	447,596,790
Less: accumulated depreciation	(162,009,227)	(147,241,711)
TOTAL ELECTRIC PLANT	285,712,287	300,355,079
OTHER ASSETS		
Regulatory assets	27,279,395	28,586,014
TOTAL OTHER ASSETS	27,279,395	28,586,014
TOTAL ASSETS	394,907,789	416,145,878
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	72,599	317,812
Asset retirement obligations	210,236	202,033
TOTAL DEFERRED OUTFLOWS OF RESOURCES	282,835	519,845
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 395,190,624	\$ 416,665,723

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

	January	
	2025	2024
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 5,370,657	\$ 8,079,348
Operating reserves	23,883,674	19,695,373
Current portion of long-term debt	14,656,591	14,239,000
Accrued interest payable	2,056,573	2,083,513
TOTAL CURRENT LIABILITIES	45,967,495	44,097,234
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	133,252	165,932
Asset retirement obligations	210,236	202,033
Long-term debt, net	287,053,174	301,709,764
TOTAL NON-CURRENT LIABILITIES	287,396,662	302,077,729
TOTAL LIABILITIES	333,364,157	346,174,963
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	37,452,822	37,704,900
NET POSITION		
Invested in capital assets, net of related debt	(6,846,013)	(2,102,513)
Restricted	13,708,809	9,416,627
Unrestricted	17,510,849	25,471,746
TOTAL NET POSITION	24,373,645	32,785,860
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 395,190,624	\$ 416,665,723

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

		Seven Months Ended January	
		2025	2024
SALES FOR RESALE			
Participants	\$	37,158,861	\$ 37,690,134
Other		42,355,516	62,005,665
TOTAL SALES FOR RESALE		79,514,377	99,695,799
OPERATING EXPENSES			
Operations		35,416,712	50,369,948
Depreciation & amortization		8,260,697	8,257,580
Purchased power		2,071,251	2,184,798
Maintenance		3,560,259	3,337,008
Administrative and general		4,496,046	3,877,571
Transmission		334,494	457,497
Intercompany (sales) purchases		312,882	229,154
TOTAL OPERATING EXPENSES		54,452,341	68,713,556
NET OPERATING REVENUES		25,062,036	30,982,243
OTHER REVENUES (EXPENSES)			
Interest expense		(7,058,828)	(7,392,872)
Interest income		2,000,545	2,649,207
Other		2,758,054	3,402,810
TOTAL OTHER REVENUES (EXPENSES)		(2,300,229)	(1,340,855)
FUTURE RECOVERABLE AMOUNTS		(901,954)	(553,217)
REFUNDS TO PARTICIPANTS		(356,225)	(916,772)
INCREASE IN NET POSITION		21,503,628	28,171,399
NET POSITION			
Beginning of year		2,870,017	4,614,461
	\$	24,373,645	\$ 32,785,860

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 5,616,489	\$ 1,662,676	\$ 3,953,813	70%	A
Fuel & LDC Costs	77,589,905	23,346,477	54,243,428	70%	
GHG Allowance Costs	18,130,063	6,069,205	12,060,858	67%	
CA ISO Charges	675,952	334,494	341,458	51%	
CA ISO Energy Purchases	2,876,697	2,071,251	805,446	28%	
Total Variable Costs	104,889,106	33,484,103	71,405,003	68%	
Routine O&M Costs					
Fixed O&M	3,587,692	2,568,153	1,019,539	28%	B
Administration	188,345	92,530	95,815	51%	
Mandatory Costs	386,269	293,648	92,621	24%	C
Inventory Stock	450,000	317,127	132,873	30%	
Routine O&M Costs without Labor	4,612,306	3,271,458	1,340,848	29%	D
Labor	6,650,919	3,534,935	3,115,984	47%	
Total Routine O&M Cost	11,263,225	6,806,393	4,456,832	40%	
Other Plant Costs					
Debt Service	26,017,868	15,177,090	10,840,778	42%	
Insurance	1,849,532	1,078,894	770,638	42%	
Other Costs	196,244	39,609	156,635	80%	
Generation Services Shared	504,061	294,780	209,281	42%	
Administrative & General (Allocated)	2,674,401	1,553,650	1,120,751	42%	
Power Management Allocated Costs	1,912,958	1,115,892	797,066	42%	
Total Other Plant Costs	33,155,064	19,259,915	13,895,149	42%	
Total O&M Costs	149,307,395	59,550,411	89,756,984	60%	
Projects					
Operations & Maintenance	1,746,778	599,210	1,147,568	66%	
Capital	6,341,666	14,630	6,327,036	100%	
Maintenance Reserve	2,769,390	1,615,478	1,153,912	42%	
Total Projects	10,857,834	2,229,318	8,628,516	79%	
Annual Cost	160,165,229	61,779,729	98,385,500	61%	
Less: Third Party Revenue					
Interest Income	250,000	668,290	(418,290)	0%	
ISO Energy Sales	113,367,408	41,697,475	71,669,933	63%	
Ancillary Services Sales	2,049,227	658,041	1,391,186	68%	
Other Income	-	(327)	327	0%	
	115,666,635	43,023,479	72,643,156	63%	
Net Annual Cost to Participants (without GHG Transfer Credits)	44,498,594	18,756,250	25,742,344		
GHG Allowance Credits	17,646,370	5,918,005	11,728,365	66%	
Net Annual Cost to Participants (with GHG Transfer Credits)	\$ 26,852,224	\$ 12,838,245	\$ 14,013,979	52%	
Total Variable Costs	104,889,106	33,484,103	71,405,003		
Total Fixed Costs	55,276,123	28,295,626	26,980,497		
	\$ 160,165,229	\$ 61,779,729	\$ 98,385,500		
Net Cumulative Generation (MWh)	1,626,895	678,881			
Total O&M Cost Per MWh	\$ 91.77	\$ 87.72			
Net Annual Cost Per MWh	\$ 16.51	\$ 18.91			
Net Annual Cost Per KW Month	\$ 7.41	\$ 3.54			

Footnotes:

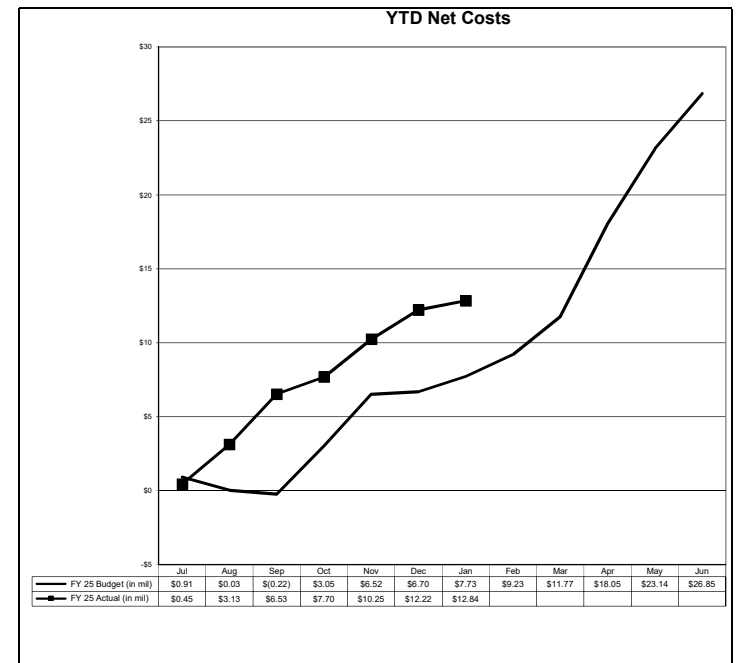
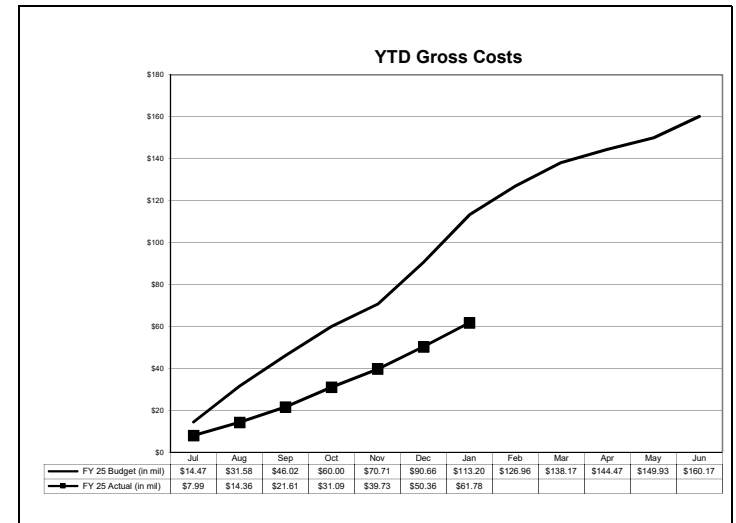
General - The plant ran 30 out of 31 days during the month due to economics.

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

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

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

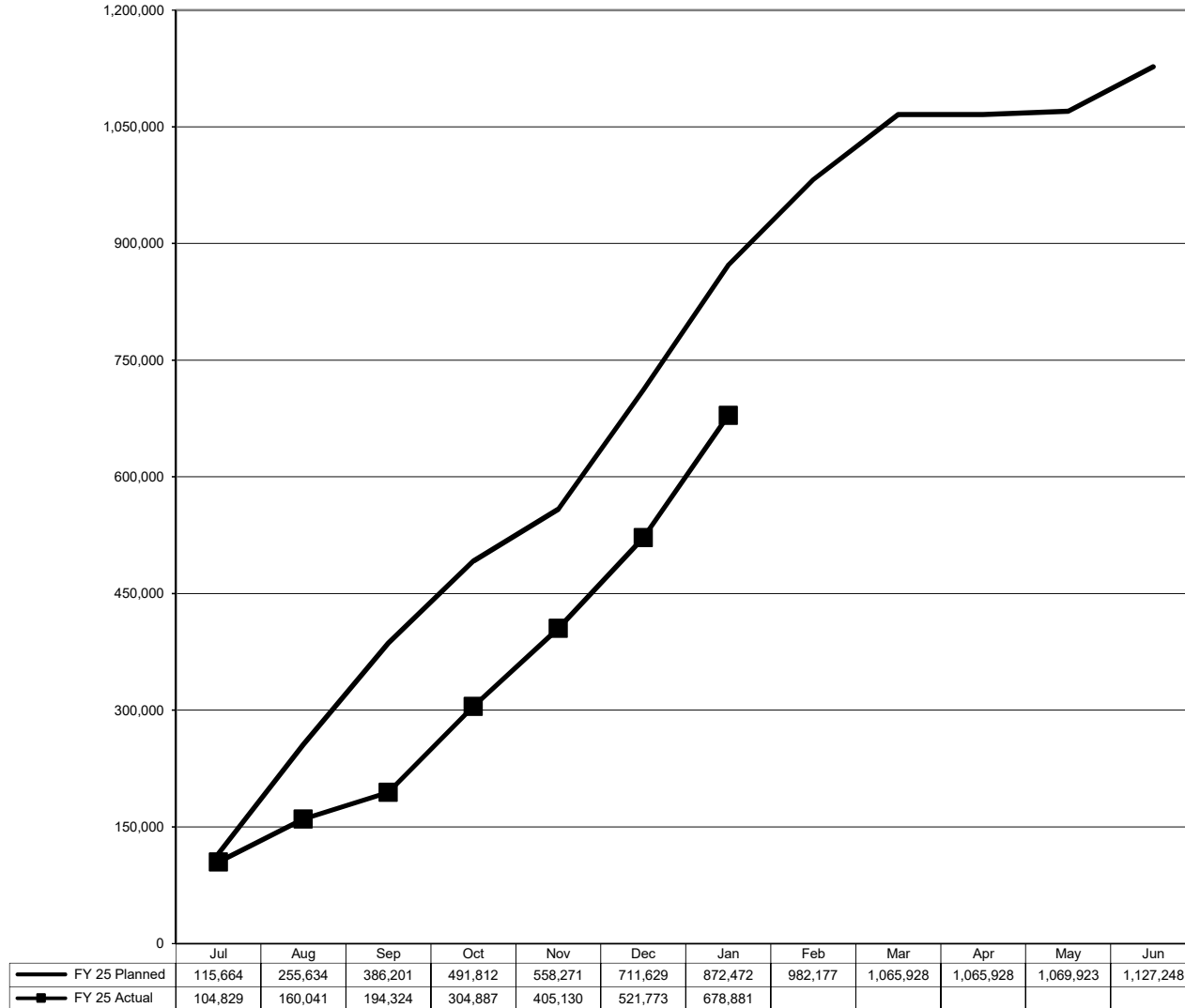
D - Expenditure for parts in preparation of annual maintenance. Costs are expected to levelize during the year.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2025

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2025 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual	Estimated											CY 2025	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	157,108	26,369	11,093	0	0	3,511	0	0	0	0	0	0	198,081	13,309,882
Gas Schedule (MMBtu)	1,120,016	204,622	86,085	0	0	27,243	0	0	0	0	0	0	1,437,966	95,746,142
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)	60,442	11,042	4,646	0	0	1,470	0	0	0	0	0	0	77,600	5,174,991
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)	548,827	559,869	564,515	564,515	564,515	565,985	565,985	565,985	565,985	565,985	565,985	565,985	565,985	565,985
Compliance Instrument Participant Transfers														
Carryover Allowances	3,000	0	0	0	0	0	0	0	0	0	0	0	3,000	112,263
Auction Allowances	1,055	35,205	0	0	0	0	0	0	0	0	0	0	36,260	5,378,395
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	4,055	35,205	0	0	0	0	0	0	0	0	0	0	39,260	5,490,658
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	4,603,540
Total Monthly Activity (MT)	4,055	35,205	0	0	0	0	0	0	0	0	0	0	39,260	5,536,980
Cumulative MT Account Balance (MTA)	898,913	934,118	934,118	934,118	934,118	934,118	934,118	934,118	934,118	934,118	934,118	934,118	934,118	934,118
MTA Shortfall (MT)	(350,086)	(374,249)	(369,603)	(369,603)	(369,603)	(368,133)	(368,133)	(368,133)	(368,133)	(368,133)	(368,133)	(368,133)	(368,133)	(368,133)
Current Month CCA Balance (\$)	0	0	136,545	0	0	0	0	0	0	0	0	0	0	136,545
Monthly GHG Price	29.24	29.04	31.07	29.35	29.52	31.58	29.81	29.97	32.09	32.26	32.43	32.59		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Coffman Engineers, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal

Approve the Multi-Task Professional Services Agreement with Coffman Engineers, Inc., for fire protection, mechanical, electrical, or civil engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Fire protection, mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA 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 GHD, Inc., Worley Group, Inc., and Ainsworth Associates Mechanical Engineers.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Profession Services Agreement with Coffman Engineers, Inc.



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
COFFMAN ENGINEERS, 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 Coffman Engineers, Inc., a corporation with its office located at 1939 Harrison Street, Suite 320, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of March 31, 2020 ("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) 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 for time and materials tasks (unless such records are requested pursuant to Section 9.3), 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 time and materials tasks (unless such records are requested pursuant to Section 9.3), 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 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 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 or Consultant may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to the other party.

In the event of termination by Agency, 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. In the event of termination by Consultant, Consultant shall satisfactorily complete ongoing tasks prior to the effective date

of termination and deliver 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:

Thomas DeMasi, P.E.
Coffman Engineers, Inc.
1939 Harrison Street, Suite 320
Oakland, CA 94612

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

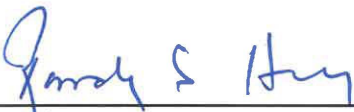
legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

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, 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.

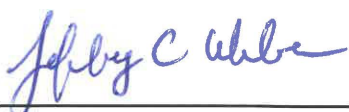
NORTHERN CALIFORNIA POWER AGENCY

Date 3/31/20


RANDY S. HOWARD, General Manager

COFFMAN ENGINEERS, INC.

Date MARCH 6, 2020


JEFF WEBER, P.E., SE
Vice President, General Manager

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Coffman Engineers, Inc. ("Consultant") shall provide fire protection, mechanical, electrical, or civil engineering services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Such services will include, but are not limited to:

- Providing professionally engineered "stamped" drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount 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:

Refer To Rate Sheet Below.

SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2020

CLASSIFICATION	ENGINEERING* HOURLY RATES	ACOUSTICS HOURLY RATES	FIRE PROTECTION** HOURLY RATES
Principal III	\$265.00	--	\$275.00
Principal II	\$255.00	--	\$265.00
Principal I	\$245.00	\$245.00	\$255.00
General Manager	\$245.00	--	--
Operations Manager	--	--	\$250.00
Senior Discipline Manager	\$215.00	--	\$245.00
Senior Discipline Engineer	\$195.00	--	\$235.00
Senior Discipline Consultant	--	\$210.00	--
Discipline Manager	\$195.00	--	\$215.00
Discipline Consultant	--	\$200.00	--
Senior Project Manager	\$195.00	--	\$195.00
Senior Project Engineer	\$185.00	--	--
Project Manager II	\$185.00	--	--
Senior Engineer	\$180.00	--	\$215.00
Senior Consultant	--	\$192.00	--
Project Manager	\$180.00	--	\$165.00
Engineer III	\$160.00	--	\$190.00
Engineer II	\$140.00	--	\$165.00
Engineer I	\$130.00	--	\$140.00
Consultant III	--	\$170.00	--
Consultant II	--	\$150.00	--
Consultant I	--	\$130.00	--
Senior Engineering Tech	--	--	\$220.00
Engineering Tech III	--	--	\$120.00
Engineering Tech II	--	--	\$110.00
Engineering Tech I	--	--	\$100.00
Senior Acoustical Tech	--	\$180.00	--
Acoustical Tech III	--	\$120.00	--
Acoustical Tech II	--	\$105.00	--
Acoustical Tech I	--	\$90.00	--
Senior Designer	\$145.00	\$160.00	--
Designer III	\$136.00	\$145.00	--
Designer II	\$130.00	\$135.00	--
Designer I	\$115.00	\$125.00	--
Drafter II	\$105.00	\$105.00	--
Drafter I	\$90.00	\$90.00	--
Graduate Intern (FP)	--	--	\$115.00
Engineering Intern	--	--	\$100.00
Clerical	\$80.00	\$80.00	\$80.00

3D Scanner \$100.00/Hour (on-site)

* Civil, electrical, mechanical, plumbing, and structural engineering.

** Fire protection engineering and code consulting.

SCHEDULE OF EXPENSE CHARGES:

1. Travel from our office will be charged as follows:
 - a. Auto 58 cents per mile or latest IRS standard mileage rate whichever is higher
 - b. Other mode: At actual times 1.1
2. Local and long distance courier services will be charged at actual times 1.1.
3. Plotting and/or reproduction of drawings, specifications, reports and calculations and additional copies will be charged at actual times 1.1.
4. Instrument rental, laboratory services, outside computer and/or consultant services will be charged at actual times 1.1.

These rates are effective through December 31, 2020.

Rates may be adjusted each year in response to inflation and other factors. The increase will not exceed 5% each year.

Any increase will be effective upon the giving of 30 days' advance written notice to NCPA.

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, JEFFREY C. WEBER

(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

COFFMAN ENGINEERS, 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.

Jeffrey C. Weber
(Signature of officer or agent)

Dated this 06 day of MARCH, 20 20.

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



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND COFFMAN ENGINEERS, 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 Coffman Engineers, Inc., a corporation with its office located at 1939 Harrison Street, Suite 320, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2025 ("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) 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 Generation Services, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

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

Thomas DeMasi, P.E.
Coffman Engineers, Inc.
1939 Harrison Street, Suite 320
Oakland, CA 94612

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, SCPA or SCPA 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

COFFMAN ENGINEERS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

**BRIAN SALYERS, P.E.,
Managing Principal, Bay Area**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Coffman Engineers, Inc. ("Consultant") shall provide fire protection, mechanical, electrical, or civil engineering services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Such services will include, but are not limited to:

- Providing professionally engineered "stamped" drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports
- Site visits to support engineering evaluations, calculations and reports
- General engineering consulting

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount 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:

<u>CLASSIFICATION</u>	<u>CIVIL, STRUCTURAL, MEP & ACOUSTICS</u>	<u>FIRE PROTECTION & CODE</u>
Principal Advisor/Principal	\$285	\$285
Senior Discipline Manager	\$270	\$270
Discipline Manager	\$255	\$255
Senior Discipline Engineer	\$255	\$255
Senior Consultant	\$210	\$250
Senior Engineer	\$210	\$240
Project Manager	\$210	\$210
Engineer/Consultant/Eng Designer III	\$190	\$205
Engineer/Consultant/Eng Designer II	\$165	\$180
Engineer/Consultant/Eng Designer I	\$155	\$160
Senior Engineering Tech	\$240	\$240
Senior Designer	\$185	\$190
Designer III	\$160	\$160
Designer II	\$150	\$150
Designer I	\$130	\$130
Drafter II	\$125	\$125
Drafter I	\$115	\$115
Engineering Intern	\$115	\$115
Clerical	\$105	\$105

These rates are effective through December 2025. Rates may be adjusted each year in response to inflation and other factors.

SCHEDULE OF EXPENSE CHARGES:

1. Travel from our office will be charged as follows:
 - a. Auto at latest IRS standard mileage rate
 - b. Other mode: At actual.
2. Local and long-distance courier services will be charged at actual.
3. Plotting and/or reproduction of drawings, specifications, reports and calculations and additional copies will be charged at actual.
4. Instrument rental, laboratory services, outside computer or consultant services will be charged at actual.

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: MP Environmental Services, Inc. – Second Amendment to Five-Year Multi-Task General Services Agreement for General Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities.

Proposal

Approve the Second Amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc. for general maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$4,000,000 to \$5,000,000 for continued use at any facilities owned and/or operated by NCPA.

Background

General maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five-year Multi-Task General Services Agreement with MP Environmental Services, Inc., effective November 19, 2020, for an amount not to exceed \$3,000,000, for use at any facilities owned and/or operated by NCPA. The Parties entered into a First Amendment to the Multi-Task General Services Agreement on October 28, 2024 to increase the total compensation authorized by the Agreement from \$3,000,000 to \$4,000,000.

This agreement has been primarily used by NCPA's Geothermal Facility for sulfur hauling and bin rental services and is now running low on funds. NCPA now desires to enter into a Second Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$4,000,000 to \$5,000,000, to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA. NCPA has agreements in place for similar services with Gifford's Backhoe Services, Ancon Marine dba Ancon, Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro.

Selection Process

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

purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total not to exceed amount of the agreement will increase from \$4,000,000 to \$5,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (3)

- Multi-Task General Services Agreement with MP Environmental Services, Inc.
- First amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc.
- Second Amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL SERVICES, INC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and MP Environmental Services, Inc., a California corporation with its office located at 3400 Manor Street, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of November 19, 2020 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000) 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 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.** 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.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

6.2 Contractor Not Agent. Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

7.4 Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement

for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency 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 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 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.

- 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:

Gina Blankenship
Facility Manager
MP Environmental Services, Inc.
3400 Manor Street
Bakersfield, CA 93308

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.

SIGNATURES ON FLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

MP ENVIRONMENTAL SERVICES, INC.

Date 11/19/20

Date OCT 13, 2020


RANDY S. HOWARD, General Manager


GINA BLANKENSHIP, Facility Manager

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

MP Environmental Service, Inc. ("Contractor") shall provide miscellaneous maintenance services which include labor, tools and vehicles to perform services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency.

Services include but not limited to the following:

- Removal and replacement of sulfur bins
- Phase separators
- Vacuum truck services
- Provide, remove and disposal of debris/garbage bins (roll-top)
- Removal and disposal of hazardous material
- As requested, and on an occasional basis, provide labor for outages such as cleaning cooling tower basins and mercury tank rollover of media

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:



RATE SCHEDULE for Northern California Power Agency October 2020

General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 15%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 15%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.



MP Environmental Services – Rate Schedule

Labor – California Prevailing Wage

Labor Classifications	ST	OT	PT
Project Manager	\$105.00	\$130.00	\$155.00
Supervisor	\$95.00	\$120.00	\$145.00
Health & Safety Coordinator	\$95.00	\$120.00	\$145.00
Equipment Operator	\$95.00	\$120.00	\$145.00
Technicians	\$75.00	\$95.00	\$105.00

Definitions:

Straight Time (ST)	First eight (8) hours in a work day, Monday through Friday
Over Time (OT)	Any time over eight (8) hours in a workday, the first eight (8) hours on a Saturday.
Premium Time (PT)	Any time over twelve (12) consecutive hours in a workday. All day on Sunday and the following holidays: <div><div>New Year's Day Memorial Day Independence Day Labor Day</div><div>Thanksgiving Day Day after Thanksgiving Christmas Day</div></div>
Emergency Response	Rates will be established at 1.50 times the appropriate rate for labor and equipment.
Per Diem	When applicable, will be at standard government rate based on work location



MP Environmental Services – Rate Schedule

Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	\$450.00	Day/Person
Level B (Supplied Air)	\$225.00	Day/Person
Level B (Modified)	\$100.00	Day/Person
Level C	\$75.00	Day/Person
Level C (Modified)	\$65.00	Day/Person
Level D	\$35.00	Day/Person

Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate - PT	UOM
Roll Off Truck– Single or Double	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Vacuum Tank – On Site Services	\$ 135.00	\$155.00	\$175.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	\$ 205.00	\$222.00	\$ 242.00	Hour
Vacuum Truck – 50 to 60 bbl	\$ 98.00	\$ 115.00	\$ 135.00	Hour
End Dump	\$ 98.00	\$ 115.00	\$ 135.00	Hour
End Dump – High Side	\$ 115.00	\$ 132.00	\$ 152.00	Hour
Flatbed or Van – 45' to 53'	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	\$ 125.00	\$ 142.00	\$ 162.00	Hour
Transportation – Load Rates				
Roll-Off Transportation - Switch out loaded bins to HB Ag, Bakersfield, CA			\$2,200.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			\$1,880.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt, Arlington, OR			\$3,150.00	Load
Demurrage – After 1 hour loading/1 hour unloading			\$ 98.00	Hour

Additional load rates available upon request.

Roll-Off Containers & Consumables

	Rate	UOM
Roll Off Bin 20 Yard	\$12.00	Day
Roll Off Bin 30 Yard	\$12.00	Day
Roll Off Bin 40 Yard	\$12.00	Day
Vacuum Bin	\$50.00	Day
Dewatering Bin	\$55.00	Day
Intermodal Bin	\$60.00	Day
Bin Liners, Poly – 3 mil	\$35.00	Each
Bin Liners, Poly – 8 mil	\$85.00	Each
Bin Liners, Filter Cloth, 130 micron	\$150.00	Each

Demolition Equipment

Equipment (Un Operated)	Rate	UOM
CAT 330 With A Genesis GXP500R Shear	\$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	\$2,000.00	Day
Genesis 410R Concrete Processor	\$700.00	Day
Hydraulic Hammer (4,000lb Class)	\$500.00	Day
Hydraulic Hammer (8,000lb Class)	\$700.00	Day
Hydraulic Magnets (36" to 54")	\$300.00	Day
Grapple (Excavator Mounted)	\$200.00	Day

Excavation Equipment

Equipment (Un Operated)	Rate	UOM
CAT 303CR Mini Excavator With Hydraulic Thumb	\$250.00	Day
CAT 307 Excavator With Knuckle Boom	\$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	\$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	\$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	\$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	\$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	\$350.00	Day

Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	\$600.00	Day
CAT 962H (IT) Wheel Loader	\$850.00	Day
CAT 962H Wheel Loader	\$800.00	Day
CAT 966G Wheel Loader	\$975.00	Day
CAT Skid Steer (Rubber Tired)	\$250.00	Day
CAT Skid Steer (Tracked)	\$300.00	Day

Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	\$400.00	Day
Water Truck (4000 gal. Three Axle)	\$550.00	Day
Water Buffalo (300 Gallon Towable)	\$200.00	Day
CAT Telehandler	\$550.00	Day
CAT 140H Motor Grader	\$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	\$1,200.00	Day
Fork Lift – up to 5,000 lb.	\$400.00	Day
Dump Truck, 2 axle, 5 yard	\$300.00	Day
Pick Up Truck (un-operated)	\$150.00	Day
One Ton Truck w/ lift gate (un-operated)	\$25.00	Hour
Two Ton Truck (un-operated)	\$50.00	Hour
Emergency Response Trailer	\$200.00	Day
Light Tower, portable	\$155.00	Day
Pressure Washer, trailer mounted	\$300.00	Day
Drum Crusher	\$500.00	Day
Air Compressor – up to 185 CFM	\$250.00	Day

Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	\$150.00	Hour
Disposable Suction Hose – 4 Inch	\$2.00	Foot
Disposable Suction Hose – 6 Inch	\$4.00	Foot
Filter Socks (Requires 44 Socks Per Change)	\$12.65	Each

Solids Reduction & Tank Cleaning Equipment

Equipment (Un Operated)	Rate	UOM
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	\$112.50	Hour
Centrisys 21 Inch Three Phase Centrifuge (Un-Operated)	\$137.50	Hour
400 KW Mobile Generator	\$105.00	Hour
Manway/ ROV Tank Cleaning Unit (Un-Operated)	\$125.00	Hour
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal And a 100' Of hose.	\$145.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

Misc. Equipment

On Site Equipment	Rate	UOM
Hand Tools	\$50.00	Day
Small Power Tools, up to 2.5 HP	\$45.00	Day
Generator – up to 10 kw	\$125.00	Day
Trash Pump (2 Or 3 Inch)	\$45.00	Day
Wet/Dry Vacuum (5 gal.)	\$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	\$85.00	Day
Cutting Torch	\$300.00	Day
Hepa Vac	\$40.00	Day

Safety Equipment

Safety Equipment	Rate	UOM
Confined Space Entry Equipment (per person	\$75.00	Day
Copus Blower (Intrinsically Safe)	\$125.00	Day
Intrinsically Safe Light	\$40.00	Day
Drum Pump	\$50.00	Day
LEL, O2, H2S Meter	\$85.00	Day
H2S Monitor	\$10.00	Day

Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	\$45.00	Each
End Dump Liners, full	\$85.00	Each
Visqueen, 6mil, 10' x 100'	\$50.00	Roll
Visqueen, 6 mil 20' x 100'	\$150.00	Roll
Visqueen, 6 mil 40' x 100'	\$200.00	Roll
Drum Liners	\$3.00	Each
Clay based oil absorbent, 50 lb bag	\$10.00	Bag
Vemeculite	\$25.00	Bag
Degreaser (Simple Green, Monster, etc.)	\$20.00	Gal
Plastic pump, disposable	\$20.00	Each
Hazardous Waste Labels	\$2.00	Each
Colorimetric Tests	\$20.00	Each
pH Strips	\$8.50	Box
Duct Tape	\$4.00	Roll
Rags	\$45.00	Box
Drum Thieves	\$1.50	Each
Sample Jars	\$10.00	Each
Containers	New	Recon
Drum – 55 gal, metal, open head	\$80.00	\$ 60.00
Drum – 55 gal, metal, closed head	\$60.00	\$ 50.00
Drum – 55 gal, poly, open head	\$105.00	\$ 50.00
Drum – 55 gal, poly, closed hear	\$95.00	\$ 40.00
Drum – 30 gal, poly, open head	\$80.00	\$ 50.00
Drum – 30 gal, poly, closed head	\$70.00	\$ 40.00
Drum – 14 gal, poly, open head	\$60.00	\$ 40.00
Pail – 5 gal, poly with removable lid	\$20.00	
Over pack – 85 gal, poly	\$300.00	
Over pack – 85 gal, metal	\$240.00	
Cubic yard box	\$80.00	
Light tube box – 4 foot	\$70.00	
Light tube box – 8 foot	\$75.00	



Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs.

Energy Costs

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
\$2.00 and below	1%
\$2.10 to \$2.19	2%
\$2.20 to \$2.29	3%
\$2.30 to \$2.39	4%
\$2.40 to \$2.49	5%
\$2.50 to \$2.59	6%
\$2.60 to \$2.69	7%
\$2.70 to \$2.79	8%

Price Per Gallon	Surcharge %
\$2.80 to \$2.89	9%
\$2.90 to \$2.99	10%
\$3.00 to \$3.09	11%
\$3.10 to \$3.19	12%
\$3.20 to \$3.29	13%
\$3.30 to \$3.39	14%
\$3.40 to \$3.49	15%
\$3.50 to \$3.59	16%

Note – surcharge will continue to increase at the rate of 1% per \$.10 per gallon above the cost of \$3.60 per gallon

Environmental Compliance

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 5.7%. The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

Applicability

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

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,

GINA BLANKENSHIP

(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

MP ENVIRONMENTAL SERVICES 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.

Anna Blor Gushy

(Signature of officer or agent)

Dated this 13th day of Oct, 20 20.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, GINA BLANKENSHIP

(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,

MP ENVIRONMENTAL SERVICES, INC.


(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 13TH day of OCT, 2020

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)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL SERVICES, INC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and MP Environmental Services, Inc. ("Contractor") (collectively referred to as "the Parties") as of October 28, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 19, 2020, (the "Agreement") for MP Environmental Services, Inc to provide miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$3,000,000 to a NOT TO EXCEED amount of \$4,000,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2024 calendar year; and

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

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

NOW, THEREFORE, as of the Amendment Effective Date, the Parties agree as follows:

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

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

The remainder of Section 2 of the Agreement is unchanged.

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

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

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

Date: Oct 28, 2024

NORTHERN CALIFORNIA POWER AGENCY

Randy S Howard
Randy S Howard (Oct 28, 2024 12:27 PDT)

RANDY S. HOWARD, General Manager

Date: 9/12/2024

MP ENVIRONMENTAL SERVICES, INC.

Gina Blankenship
GINA BLANKENSHIP, Facility Manager

Attest:

Carrie Pollo
Carrie Pollo (Oct 28, 2024 12:48 PDT)

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



RATE SCHEDULE for Northern California Power Agency June 17, 2024

General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 12%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 12%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.



MP Environmental Services – Rate Schedule

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Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate - PT	UOM
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Vacuum Tank – On Site Services (unoperated)	\$ 75.00	\$ 75.00	\$ 75.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	\$ 225.00	\$245.00	\$ 265.00	Hour
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End Dump	\$ 108.00	\$ 128.00	\$ 148.00	Hour
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CAT Skid Steer (Tracked)	\$300.00	Day

Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	\$400.00	Day
Water Truck (4000 gal. Three Axle)	\$550.00	Day
Water Buffalo (300 Gallon Towable)	\$200.00	Day
CAT Telehandler	\$550.00	Day
CAT 140H Motor Grader	\$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	\$1,200.00	Day
Fork Lift – up to 5,000 lb.	\$400.00	Day
Dump Truck, 2 axle, 5 yard	\$350.00	Day
Pick Up Truck (un-operated)	\$165.00	Day
One Ton Truck w/ lift gate (un-operated)	\$25.00	Hour
Two Ton Truck (un-operated)	\$50.00	Hour
Emergency Response Trailer	\$200.00	Day
Light Tower, portable	\$155.00	Day
Pressure Washer, trailer mounted	\$300.00	Day
Drum Crusher	\$500.00	Day
Air Compressor – up to 185 CFM	\$250.00	Day

Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	\$205.00	Hour
Disposable Suction Hose – 4 Inch	\$4.50	Foot
Disposable Suction Hose – 6 Inch	\$6.75	Foot
Filter Socks (Requires 44 Socks Per Change)	\$20.00	Each

Solids Reduction & Tank Cleaning Equipment

Equipment (Un Operated)	Rate	UOM
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	\$425.00	Hour
Loading Conveyor	\$125.00	Hour
Mix Tank	\$150.00	Day
Mini Storage Tank – 8,000 gallon	\$50.00	Day
Water Tank	\$125.00	Day
400 KW Mobile Generator	\$175.00	Hour
Digester Booster Pump	\$250.00	Day
Grinder – 6"	\$500.00	Day
Submersible Pump – 6"	\$250.00	Day
Manway/ ROV Tank Cleaning Unit (Un-Operated)	\$1,500.00	Day
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal and 100' hose.	\$245.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

Misc. Equipment

On Site Equipment	Rate	UOM
Hand Tools – Brooms, Shovels, Squeegees	\$25.00	Day/Person
Small Power Tools, up to 2.5 HP	\$50.00	Day
Generator – up to 10 kw	\$125.00	Day
Trash Pump (2 Or 3 Inch)	\$45.00	Day
Wet/Dry Vacuum (5 gal.)	\$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	\$85.00	Day
Cutting Torch	\$300.00	Day
Hepa Vac	\$40.00	Day

Safety Equipment

Safety Equipment	Rate	UOM
Confined Space Entry Equipment (per person)	\$75.00	Day
Confined Space Tripod	\$125.00	Day
Copos Blower (Intrinsically Safe)	\$125.00	Day
Intrinsically Safe Light	\$150.00	Day

Drum Pump	\$50.00	Day
LEL, O2, H ₂ S Meter	\$85.00	Day
H ₂ S Monitor	\$10.00	Day

Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	\$45.00	Each
End Dump Liners, full	\$85.00	Each
Visqueen, 6mil, 10' x 100'	\$75.00	Roll
Visqueen, 6 mil 20' x 100'	\$150.00	Roll
Visqueen, 6 mil 40' x 100'	\$200.00	Roll
Drum Liners	\$5.00	Each
Clay based oil absorbent, 50 lb bag	\$20.00	Bag
Vemeculite	\$55.00	Bag
Degreaser (Simple Green, Monster, etc.)	\$25.00	Gal
Cutter – Chemical	\$95.00	Gal
Plastic pump, disposable	\$25.00	Each
Hazardous Waste Labels	\$2.50	Each
Colorimetric Tests	\$20.00	Each
pH Strips	\$10.00	Box
Duct Tape	\$10.00	Roll
Rags – 25lb	\$95.00	Box
Drum Thieves	\$1.50	Each
Sample Jars	\$10.00	Each
Containers	New	Recon
Drum – 55 gal, metal, open head	\$145.00	\$ 80.00
Drum – 55 gal, metal, closed head	\$130.00	\$ 105.00
Drum – 55 gal, poly, open head	\$135.00	\$ 75.00
Drum – 55 gal, poly, closed head	\$110.00	\$ 60.00
Drum – 30 gal, poly, open head	\$90.00	\$ 55.00
Drum – 30 gal, poly, closed head	\$80.00	\$ 45.00
Pail – 5 gal, poly with removable lid	\$40.00	
Over pack – 85 gal, poly	\$405.00	
Over pack – 85 gal, metal	\$365.00	
Cubic yard box	\$100.00	
Light tube box – 4 foot	\$85.00	
Light tube box – 8 foot	\$85.00	



Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs.

Energy Costs

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
\$2.00 and below	1%
\$2.10 to \$2.19	2%
\$2.20 to \$2.29	3%
\$2.30 to \$2.39	4%
\$2.40 to \$2.49	5%
\$2.50 to \$2.59	6%
\$2.60 to \$2.69	7%
\$2.70 to \$2.79	8%

Price Per Gallon	Surcharge %
\$2.80 to \$2.89	9%
\$2.90 to \$2.99	10%
\$3.00 to \$3.09	11%
\$3.10 to \$3.19	12%
\$3.20 to \$3.29	13%
\$3.30 to \$3.39	14%
\$3.40 to \$3.49	15%
\$3.50 to \$3.59	16%

Note – surcharge will continue to increase at the rate of 1% per \$.10 per gallon above the cost of \$3.60 per gallon

Environmental Compliance

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 6.07%. The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

Applicability

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

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

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

MP_Environmental_First_Amendment_MTGSA_2024

Final Audit Report

2024-10-28

Created:	2024-10-28
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE-sXgo_y7_iyTp6X2adqkB42wHh70Xyl

"MP_Environmental_First_Amendment_MTGSA_2024" History

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

2024-10-28 - 6:48:46 PM GMT- IP address: 66.60.185.199

 Document emailed to randy.howard@ncpa.com for signature

2024-10-28 - 6:49:23 PM GMT

 Email viewed by randy.howard@ncpa.com


2024-10-28 - 7:26:58 PM GMT- IP address: 69.85.213.166

 Signer randy.howard@ncpa.com entered name at signing as Randy S Howard

2024-10-28 - 7:27:30 PM GMT- IP address: 69.85.213.166

 Document e-signed by Randy S Howard (randy.howard@ncpa.com)

Signature Date: 2024-10-28 - 7:27:32 PM GMT - Time Source: server- IP address: 69.85.213.166

 Document emailed to Carrie Pollo (carrie.pollo@ncpa.com) for signature

2024-10-28 - 7:27:33 PM GMT

 Email viewed by Carrie Pollo (carrie.pollo@ncpa.com)

2024-10-28 - 7:47:53 PM GMT- IP address: 66.60.185.199

 Document e-signed by Carrie Pollo (carrie.pollo@ncpa.com)

Signature Date: 2024-10-28 - 7:48:34 PM GMT - Time Source: server- IP address: 66.60.185.199

 Agreement completed.

2024-10-28 - 7:48:34 PM GMT



**SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL SERVICES, INC**

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

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 19, 2020, (the "Agreement") for MP Environmental Services, Inc to provide miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on October 28, 2024 to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$3,000,000 to a NOT TO EXCEED amount of \$4,000,000; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$4,000,000 to a NOT TO EXCEED amount of \$5,000,000 over the existing five-year term; and

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

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

NOW, THEREFORE, as of the Second Amendment effective date, the Parties agree as follows

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE MILLION** dollars (\$5,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

///

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

MP ENVIRONMENTAL SERVICES, INC.

RANDY S. HOWARD, General Manager

GINA BLANKENSHIP, Facility Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Epidendio Construction, Inc – First Amendment to the Five- Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the First Amendment to the existing five-year Multi-Task General Services Agreement with Epidendio Construction, Inc for miscellaneous maintenance services which include labor, tools and vehicles to perform services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$1,000,000 to \$2,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Miscellaneous maintenance services which include labor, tools and vehicles to perform services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with Epidendio Construction, Inc effective March 25, 2022 for an amount not to exceed \$1,000,000 for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has primarily been used by the Geothermal Facility for road maintenance and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, to increase the not-to-exceed amount from \$1,000,000 to \$2,000,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with Northern Industrial Construction, Gifford's Backhoe Service, Granite Construction Company, and Rege Construction, Inc.

Selection Process

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

purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total not-to-exceed amount of the agreement will increase from \$1,000,000 to \$2,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with Epidendio Construction, Inc.
- First Amendment to Multi-Task General Services Agreement with Epidendio Construction, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EPIDENDIO CONSTRUCTION, 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 Epidendio Construction, Inc., a corporation with its office located at 11325 Highway 29, Lower Lake, CA 95457 ("Contractor") (together sometimes referred to as the "Parties") as of 3/25/, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally Omitted

4.4 Pollution Insurance. Intentionally Omitted

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, 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.** Intentionally Omitted

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

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

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Mike Epidendio
President
Epidendio Construction, Inc.
P.O. Box 452
11325 Highway 29
Lower Lake, CA 95457

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

EPIDENDIO CONSTRUCTION, INC.

Date 3/25/22

Date 3/3/2022


RANDY S. HOWARD, General Manager


MIKE EPIDENDIO, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Epidendio Construction, Inc. ("Contractor") shall provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of any facilities owned and/or operated by Agency, its members, Southern California Public Power Authority ("SCPPA") or SCPPA members, in a safe and continually usable condition.

Maintenance services may include, but are not limited to, roadwork, all phases of concrete, gravel hauling, water hauling, seal coating, labor and materials for miscellaneous maintenance, vegetation removal for wildfire mitigation, and fire watch services.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

NCPA

DATE 1/7/2022

ATTACHMENT B- PAGE 1

SUPPLIER
NAME

Epidendio Construction, Inc.

LINE NO	DESCRIPTION OF WORK	TYPE OF CHARGE	UNIT OF MEASURE	SIZE	MATERIAL	STANDARD PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
Miscellaneous Pricing								
Labor								
1	Foreman	Hourly Labor	Per Hour			\$95.00	\$120.00	\$135.00
2	Supervisor	Hourly Labor	Per Hour			\$105.00	\$130.00	\$145.00
3	Equipment Operator-All types	Hourly Labor	Per Hour			\$95.00	\$120.00	\$135.00
4	Teamster	Hourly Labor	Per Hour			\$85.00	\$110.00	\$115.00
5	Laborer	Hourly Labor	Per Hour			\$75.00	\$100.00	\$110.00
6	Cement Mason	Hourly Labor	Per Hour			\$80.00	\$105.00	\$120.00
Equipment								
7	Pick up- 1/2 or 3/4 ton	Hourly Labor	Per Hour			\$25.00		
8	Service Truck with Tools	Hourly Labor	Per Hour			\$45.00		
9	Flatbed Truck- 2 Ton	Hourly Labor	Per Hour			\$60.00		
10	Dump Truck -6 Cylinder	Hourly Labor	Per Hour			\$75.00		
11	Dump Truck 10 Cylinder	Hourly Labor	Per Hour			\$75.00		
12	Transfer Truck	Hourly Labor	Per Hour			\$85.00		
13	Water Truck	Hourly Labor	Per Hour			\$80.00		
14	Backhoe (case 580 or equivalent)	Hourly Labor	Per Hour			\$45.00		
15	Excavator (cat 307)	Hourly Labor	Per Hour			\$65.00		
16	Excavator (cat 308 w/ thumb)	Hourly Labor	Per Hour			\$65.00		
17	Loader (cat 930)	Hourly Labor	Per Hour			\$55.00		
18	Cone Truck w/ arrow board & traffic signs	Hourly Labor	Per Hour			\$48.00		
19	Excavator (cat 315 w/ thumb)	Hourly Labor	Per Hour			\$85.00		
20	Excavator (cat 320 w/ thumb)	Hourly Labor	Per Hour			\$115.00		
21	Loader 545 ford skip 4x4 or equivalent	Hourly Labor	Per Hour			\$45.00		
22	Loader (cat 920)	Hourly Labor	Per Hour			\$55.00		
23	Loader (Clark Michigan 75C)	Hourly Labor	Per Hour			\$55.00		
ALL EQUIPMENT & LABOR RENTAL HAS A 4 HOUR MINIMUM CHARGE								

		SUPPLIER NAME		EPIDENDIO CONSTRUCTION, INC.				
Line No.	DESCRIPTION OF WORK	TYPE OF CHARGE	UNIT OF MEASURE	SIZE	MATERIAL	STANDARD OF PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
Not Otherwise Covered Markup								
1	Subcontractor Markup-In the event you must use a service provider not otherwise covered, this markup shall be added to the direct cost of the service provider.	Markup	percentage markup of Service Provider			15%		
2	Administrative Markup for Materials. In the event we are asked by NCPA to provide materials from a supplier, this markup shall be added to the direct material cost (acquisition, handling, and installation should be included in the base fee and unit pricing.	Markup	percentage markup of direct material cost			15%		
Miscellaneous Equipment						\$/hr	\$/day	
1	8 x 10 Trench Plates	Daily Equipment	per day				\$10.00	
2	Underground mole and cavity for compressor	Daily Equipment	per day				\$250.00	
3	Barricades	Daily Equipment	per day				\$2.00	
4	Barricades w/ Flashers	Daily Equipment	per day				\$3.00	
5	Cones/Delineators	Daily Equipment	per day				\$2.00	
6	Traffic Signs/Stand	Daily Equipment	per day				\$16.00	
7	K-Rail	Daily Equipment	per day				\$10.00	
8	3" Mud Pump	Hourly Equipment	per hour			6		
9	185 CFM Compressor, Hose & Jackhammer	Hourly Equipment	per hour			25		
10	Cutoff Saw Dry	Hourly Equipment	per hour			12		
11	Concrete walk behind saw 20hp lg	Hourly Equipment	per hour			25		
12	Concrete walk behind saw small	Hourly Equipment	per hour			25		
13	Bitch Pot (asphalt tack)	Hourly Equipment	per hour			25		
14	Cone truck w/ arrow board	Hourly Equipment	per hour			45		
ALL EQUIPMENT & LABOR RENTAL HAS A 4 HOUR MINIMUM CHARGE								

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

Prices are subject to change with 30 days' advance written notice to Agency.

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, MICHAEL A. EPIDENDIO PRESIDENT

(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

EPIDENDIO CONSTRUCTION, 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.

Michael A. Epidendio
(Signature of officer or agent)

Dated this 3RD day of MARCH, 20 22.

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

EPIDENDIO CONSTRUCTION, INC.

Michael A. Epidendio
(Authorized Officer & Title)

P.O. BOX 452
LOWER LAKE, CA 95457
(Address)



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EPIDENDIO CONSTRUCTION, INC.

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

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective March 25, 2022, (the "Agreement") for Epidendio Construction, Inc. to provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$1,000,000 to a NOT TO EXCEED amount of \$2,000,000; and

WHEREAS, the Agency now desires to amend Section 13.7 Contract Administrator to update the Agency's representative; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2025 calendar year; and

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

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

NOW, THEREFORE, as of the Amendment effective date, the Parties agree as follows:

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

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

The remainder of Section 2 of the Agreement is unchanged.

2. **Section 13.7 Contract Administrator** is replaced in its entirety as follows:

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

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

Date:_____

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

EPIDENDIO CONSTRUCTION, INC.

RANDY S. HOWARD, General Manager

MICHAEL A. EPIDENDIO, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

2025 RATES

NCPA

SUPPLIER: **EPIDENDIO CONSTRUCTION, INC**

LINE NO.	DESCRIPTION OF WORK	TYPE OF CHARGE	UOM	SIZE	MATERIAL	STAND PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
MISC. PRICING								
LABOR								
1	SUPERVISOR	HOURLY LABOR	PER HOUR			\$120.00	\$145.00	\$170.00
2	FOREMAN	HOURLY LABOR	PER HOUR			\$116.00	\$141.00	\$166.00
3	EQUIPMENT OPERATOR - ALL TYPES	HOURLY LABOR	PER HOUR			\$113.00	\$138.00	\$163.00
4	TEAMSTER	HOURLY LABOR	PER HOUR			\$95.00	\$120.00	\$145.00
5	LABORER	HOURLY LABOR	PER HOUR			\$85.00	\$110.00	\$135.00
6	CEMENT MASON	HOURLY LABOR	PER HOUR			\$90.00	\$115.00	\$140.00
EQUIPMENT								
7	PICK UP - 1/2 OR 3/4 TON	HOURLY EQUIPMENT	PER HOUR			\$30.00		
8	SERVICE TRUCK WITH TOOLS	HOURLY EQUIPMENT	PER HOUR			\$55.00		
9	FLATBED TRUCK - 2 TON	HOURLY EQUIPMENT	PER HOUR			\$100.00		
10	DUMP TRUCK - 6 CY	HOURLY EQUIPMENT	PER HOUR			\$100.00		
11	DUMP TRUCK - 10 CY	HOURLY EQUIPMENT	PER HOUR			\$100.00		
12	TRANSFER TRUCK	HOURLY EQUIPMENT	PER HOUR			\$110.00		
13	WATER TRUCK	HOURLY EQUIPMENT	PER HOUR			\$105.00		
14	TRANSPORT 60 TON LOWBED	HOURLY EQUIPMENT	PER HOUR			\$125.00		
15	EXCAVATOR CAT 307	HOURLY EQUIPMENT	PER HOUR			\$65.00		
16	EXCAVATOR CAT 308	HOURLY EQUIPMENT	PER HOUR			\$70.00		
17	EXCAVATOR CAT 315 W/THUMB	HOURLY EQUIPMENT	PER HOUR			\$90.00		
18	EXCAVATOR CAT 320 W/THUMB	HOURLY EQUIPMENT	PER HOUR			\$115.00		
19	LOADER 545 FORD SKIP 4X4 OR EQUIVALENT	HOURLY EQUIPMENT	PER HOUR			\$55.00		
20	BACKHOE CASE 580 OR EQUIVILANT	HOURLY EQUIPMENT	PER HOUR			\$55.00		
21	LOADER CAT 920 4 IN 1 2YD	HOURLY EQUIPMENT	PER HOUR			\$60.00		
22	LOADER CLARK MICHIGAN 75C 3YD	HOURLY EQUIPMENT	PER HOUR			\$70.00		
23	LOADER CAT 930 4 IN 1 3YD	HOURLY EQUIPMENT	PER HOUR			\$77.00		
24	CONE TRUCK WITH WITH ARROW BOARDS & TRAFFIC SIGNS	HOURLY EQUIPMENT	PER HOUR			\$60.00		
25	OTHER EQUIPMENT BY REQUEST					0.75/HR		

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SUPPLIER: EPIDENDIO CONSTRUCTION, INC

LINE NO.	DESCRIPTION OF WORK	TYPE OF CHARGE	UOM		MATERIAL	STAND PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
1	SUBCONTRACTOR MARKUP-IN THE EVENT YOU MUST USE A SERVICE PROVIDER NOT OTHERWISE COVERED, THIS MARKUP SHALL BE ADDED TO THE DIRECT COST OF THE SERVICE PROVIDER.	MARKUP	PERCENT MARKUP OF SERVICE PROVIDER INVOICE			15%		
2	ADMINISTRATIVE MARKUP FOR MATERIALS-IN THE EVENT WE ARE ASKED BY NCPA TO PROVIDE MATERIALS FROM A SUPPLIER, THIS MARKUP SHALL BE ADDED TO THE DIRECT MATERIAL COST (AQUISITION, HANDLING & INSTALLATION SHOULD BE INCLUDED IN THE BASE FEE & UNIT PRICING).	MARKUP	PERCENT MARKUP OF SERVICE PROVIDER INVOICE			15%		
MISC. EQUIPMENT						\$ / HOUR	\$ / DAY	
1	8 X 10 TRENCH PLATES	DAILY EQUIPMENT	PER DAY				\$20.00	
2	UNDERGROUND MOLE ACCESSORY FOR COMPRESSOR	DAILY EQUIPMENT	PER DAY				\$400.00	
3	BARRICADES	DAILY EQUIPMENT	PER DAY				\$5.00	
4	BARRICADES WITH FLASHERS	DAILY EQUIPMENT	PER DAY				\$6.00	
5	CONES / DELINEATORS	DAILY EQUIPMENT	PER DAY				\$2.00	
6	TRAFFIC SIGNS / STAND	DAILY EQUIPMENT	PER DAY				\$16.00	
7	3" MUD PUMP	HOURLY EQUIPMENT	PER HOUR			\$13.00		
8	185 CFM COMPRESSOR, HOSE & JACKHAMMER	HOURLY EQUIPMENT	PER HOUR			\$25.00		
9	CUTOFF SAW DRY	HOURLY EQUIPMENT	PER HOUR			\$12.00		
10	CONCRETE WALK BEHIND SAW 20HP LG	HOURLY EQUIPMENT	PER HOUR			\$25.00		
11	CONCRETE WALK BEHIND SAW SMALL	HOURLY EQUIPMENT	PER HOUR			\$23.00		
12	BITCH POT (ASPHALT TACK)	HOURLY EQUIPMENT	PER HOUR			\$25.00		

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

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

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

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Meeting Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Brian Davis dba Northern Industrial Construction – First Amendment to the Five-Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the First Amendment to the existing five-year Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction for general maintenance services, including welding, safety, and fire watch services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$2,500,000 to \$3,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

General maintenance services, including welding, safety, and fire watch services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction effective November 3, 2020 for an amount not to exceed \$2,500,000 for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has primarily been used by the Geothermal Facility for fire mitigation services and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increase the not-to-exceed amount from \$2,500,000 to \$3,000,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with Gifford's Backhoe Service, Epidendio Construction, Inc, and Hudson Mechanical.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA

procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total not-to-exceed amount of the agreement will increase from \$2,500,000 to \$3,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction
- First Amendment to Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BRIAN DAVIS DBA NORTHERN INDUSTRIAL CONSTRUCTION**

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 Brian Davis dba Northern Industrial Construction, a sole proprietorship with its office located at P.O. Box 194, Kelseyville, CA 95451 ("Contractor") (together sometimes referred to as the "Parties") as of November 3, 2020 ("Effective Date") in Roseville, California.

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

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

not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED 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. 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:

Brian Davis
Owner
Brian Davis dba Northern Industrial Construction
P.O. Box 194
Kelseyville, CA 95451

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

BRIAN DAVIS DBA NORTHERN
INDUSTRIAL CONSTRUCTION

Date 11/3/20

Date 10-20-20


RANDY S. HOWARD, General Manager


BRIAN DAVIS, Owner

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Brian Davis dba Northern Industrial Construction ("Contractor") shall provide routine, recurring, and usual maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including but not limited to welding, safety/fire watch, and labor and materials for miscellaneous maintenance services.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Rates on following page.

MANPOWER:	STRAIGHT TIME First 10 hrs/day Mon-Thurs	OVERTIME Up to 12hrs day Mon-Thurs Fri- Sat 8 hrs	DOUBLE TIME Over 12 hrs/day
NIC Shop Rates	\$85.00/hr	\$95.00/hr	\$115.00/hr
General Foreman	\$ 65.00/hr	\$ 80.00/hr	\$ 90.00/hr
Working Leadman - Fitter, Welder, Milwright	\$ 75.00/hr	\$ 90.00/hr	\$ 100.00/hr
"B" Craft Person (Laborer)	\$ 55.00/hr	\$ 70.00/hr	\$ 85.00/hr
Call Out	4 hrs Minimum	OT Rate Applies	\$ 100.00/hr
Fire Watch (minimal tools/site prep, weed eating, etc)	\$ 40.00/hr	\$ 55.00/hr	\$ 70.00/hr
Heavy Equipment Operator	\$ 75.00/hr	\$ 90.00/hr	\$ 100.00/hr
Spotter for Heavy Equipment	\$ 40.00/hr	\$ 55.00/hr	\$ 70.00/hr
PREVAILING WAGES PER LABOR CODES: EFFECTIVE TILL JUNE 2021			
General Foreman	\$97.00/hr	\$112.00/hr	\$132.00/hr
Welder/Fitter	\$100.00/hr	\$120.00/hr	\$140.00/hr
Laborer	\$91.00/hr	\$106.00/hr	\$126.00/hr
Heavy Equipment Operator	\$102.00/hr	\$117.00/hr	\$140.00/hr
Spotter for Heavy Equipment Operations	\$86.00/hr	\$101.00/hr	\$126.00/hr
EQUIPMENT & MATERIALS RATES:			
Vehicles:			
#28 2008 Dodge Dually Service Truck	\$40.00/hr		
#30 2000 F-350 White Service Truck	\$40.00/hr		
#32 2008 Ford Ranger	\$25.00/hr		
#36 2008 Dodge (Red 4 door)	\$30.00/hr		
#37 2013 International Boom Truck (Little Boom Truck)	\$55.00/hr		
#38 2001 Ford F-450 White Service Truck	\$40.00/hr		
#42 1997 Dodge 3500	\$40.00/hr		
#43 2000 Ford F-450	\$40.00/hr		
#44 04 3500 flatbed Dodge	\$35.00/hr		
#45 96 Toyota	\$25.00/hr		
#49 99 Ford F-550	\$45.00/hr		
#50 30K Boom Truck	\$65.00/hr		
#51 05 service body dodge	\$30.00/hr		
#52 14 3500 4x4 dodge	\$30.00/hr		
#53 19 4500 welding truck	\$40.00/hr		
#54 19 3500 welding truck	\$40.00/hr		
HEAVY EQUIPMENT RATE \$:			
#41 2007 Mini Excavator	\$50.00/hr		
#46 60' Munich	\$40.00/hr		
#48 D4 Dozer	\$55.00/hr		
Tractor	\$30.00/hr		
TRAILER RATES:			
24 GVW Transport	\$20.00/hr		
20' Flat Bed Trailer	\$15.00/hr		
8' Dual Axle Box Trailer	\$15.00/hr		
14' Dual Axle Box Trailer	\$18.00/hr		
Confined Space-Rescue Trailer	\$525/day		
MISC EQUIPMENT RATE \$:			
Certified Fresh Air Equipment	\$360.00/day		
Fire Suppression Equipment (Water Wagon)	\$100.00/day \$350.00/week \$1,000.00/month		
Concrete Saw	\$15.00/hr		
Jack Hammer	\$15.00/hr		
Pressure Washer	\$15.00/hr		
Rental Equipment/Manlift, etc	Cost plus 15%		
All Sub-Contractors	Cost plus 15%		
Materials	Cost plus 15%		
Per Diem (If required Per Man night only)	\$125.00/night		
Travel Time (If required)	Straight Time Rates will apply		
HOT SHOT & MISC SERVICE RATES			
One Driver with One One-Ton Truck	\$90.00/hr		
One Driver with One Half-Ton Truck	\$85.00/hr		
Confined space rescue Team-3	102.00/ per hr per person		
*Note: Hot Shots longer than 10hrs straight, additional driver required or allow 8 hrs down time with Per Diem			

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

Prices are subject to change with 30 days' advance written notice provided to NCPA.

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, Brian PR Davis - Owner

(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

Northern Industrial Construction

(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.

Brian PR Davis
(Signature of officer or agent)

Dated this 26th day of October, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

ATTACHMENT A [from MLA] AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED: 10-20-20

Name of Employer

Northern Industrial

Construction

(Authorized Officer & Title)

Brian PR Davis

Owner

(Address)

Po box 194 Kelseyville
CA. 95451



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND BRIAN DAVIS DBA
NORTHERN INDUSTRIAL CONSTRUCTION**

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

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 3, 2020, (the "Agreement") for Brian Davis dba Northern Industrial Construction to provide routine, recurring, and usual maintenance services including welding, safety/fire watch, and labor and materials to perform miscellaneous maintenance services at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$2,500,000 to a NOT TO EXCEED amount of \$3,000,000 over the existing term; and

WHEREAS, the Agency now desires to amend Section 13.7 Contract Administrator to update the Agency's representative; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2025 calendar year; and

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

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

NOW, THEREFORE, as of the Amendment effective date the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Section 13.7 Contract Administrator** is amended and restated to read in full as follows:

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

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

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

Date:_____

BRIAN DAVIS DBA NORTHERN INDUSTRIAL
CONSTRUCTION, INC.

RANDY S. HOWARD, General Manager

BRIAN DAVIS, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

2025 Rates

MANPOWER:	STRAIGHT TIME	OVERTIME	DOUBLE TIME
	First 10 hr/day	Up to 12/hrs day	Over 12 hrs/day
	Mon-Thurs	Mon-Thurs	
		Fri- Sat 8 hrs	
General Foreman	\$ 70.00/hr	\$ 95.00/hr	\$ 120.00/hr
Working Leadman - Fitter, Welder, Millwright	\$ 85.00/hr	\$ 95.00/hr	\$ 120.00/hr
"B" Craft Person (Laborer)	\$ 55.00/hr	\$ 75.00/hr	\$ 95.00/hr
Call Out	4 hrs Minimum	OT Rate Applies	\$ 100.00/hr
Heavy Equipment Operator	\$ 75.00/hr	\$ 90.00/hr	\$ 100.00/hr
Spotter for Heavy Equipment	\$ 50.00/hr	\$ 55.00/hr	\$ 70.00/hr
Confined Space Rescue Team (3man team required)	\$110.00/hr per person	\$120.00/hr	\$132.00/hr
Quality Assurance Supervisor	\$ 85.00/hr	\$ 95.00/hr	\$ 120.00/hr
PREVAILING WAGES PER LABOR CODES: EFFECTIVE TILL JUNE 2025			
General Foreman	\$100.00/hr	\$115.00/hr	\$135.00/hr
Welder/Fitter	\$103.00/hr	\$123.00/hr	\$143.00/hr
Laborer	\$94.00/hr	\$106.00 hr	\$129.00/hr
Heavy Equipment Operator	\$105.00/hr	\$120.00/hr	\$140.00/hr
Spotter for Heavy Equipment Operations	\$94.00/hr	\$106.00 hr	\$129.00/hr
Confined Space Rescue Team (3 man team required)	\$128.00/hr per person	\$143.00/hr	\$150.00/hr
EQUIPMENT & MATERIALS RATES:			
Vehicles:			
#30 2000 F-350 White Service Truck	\$40.00/hr		
#36	\$30.00/hr		
#37 2014 International Boom Truck (Little Boom Truck)	\$55.00/hr		
#44 2004 Dodge	\$40.00/hr		
#51 2005 Dodge	\$40.00/hr		
#52 2014 Dodge	\$45.00/hr		
#53 2019 Dodge 4500	\$45.00/hr		
#54 2019 Dodge 3500	\$50.00/hr		
#55 2019 Dodge 3500	\$40.00/hr		
#58 2021 Chevy Colorado	\$30.00/hr		
#60 2020 Dodge 3500	\$50.00/hr		
#64 2018 Dodge 3500	\$50.00/hr		
#67 2021 Dodge 3500	\$50.00/hr		

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Welding Rigs	\$50.00/hr		
HEAVY EQUIPMENT RATES:			
#41 2019 Med Case Excavator	\$65.00/hr		
#48 D4 Dozer	\$50.00/hr		
#56 2020 580SN Case Back Hoe	\$60.00/hr		
#57 2018 Kubota Skip Loader	\$35.00/hr		
#62 Kubota D Zero Turn	\$35.00/hr		
#65 12K Reach Lift	\$60.00/hr, \$600/day, \$300/wk		
#66 2018 Boom Lift	\$45.00/hr, \$450/day		
#68 Hitachaci Mini Excavator	\$55.00/Hr, \$550/day		
#69 JD Front Load Tractor	\$35.00/hr, \$350/day		
TRAILER RATES:			
20' Flat Bed Trailer	\$20.00/hr		
8' Dual Axle Box Dump Trailer	\$15.00/hr		
14' Dual Axle Box Dump Trailer	\$25.00/hr		
Confined Space Rescue Trailer	\$600/day		
MISC EQUIPMENT RATES:			
Certified Fresh Air Equipment	\$380.00/day		
Fire Suppression Equipent (Water Wagon)	\$150.00/day \$350.00/week \$1,000.00/month		
Auger w/Misc Bits and Core Buckets	\$40.00/hr		
Concrete Saw	\$15.00/hr		
Jack Hammer	\$15.00/hr		
Pressure Washer	\$15.00/hr		
185 CFM tow behind Compressor	\$140.00/day		
Rental Equipment	Cost plus 15%		
All Sub-Contractors	Cost plus 15%		
Materials	Cost plus 15%		
HOT SHOT SERVICE RATES			
One Driver with One One-Ton Truck	\$100.00/hr		
One Driver with One Half-Ton Truck	\$95.00/hr		
Per Diem (If required Per-Man night, local only)	\$125.00/night		
Per Diem (If required Per-Man night, South Counties only)	\$145.00/night		
Travel Time (If required)	Straight Time Rates will apply		
*Note: Hot Shots longer than 10hrs straight, additional driver required			
or allow 8 hrs down time with Per Diem			
*Note: hours are to be considered from base back to base			

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

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

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

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Meeting Date: March 10, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Brenntag Pacific, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

Proposal

Approve the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Brenntag Pacific, Inc., for chemical purchases, 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 any facilities owned and/or operated by NCPA.

Background

Various chemicals are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA has utilized this vendor in the past and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar purchases with Hill Brothers Chemical Company, Industrial Solution Services, Northstar Chemical, Thatcher Company of California, and Univar Solutions.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$2,500,000 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:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Brenntag Pacific, Inc.



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BRENNTAG PACIFIC, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Brenntag Pacific, Inc., ("Supplier"), whose principal office is located at 10747 Patterson Place, Santa Fe Springs, CA 90670 (together sometimes referred to as the "Parties") as of _____, 2025 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall pass as set forth in Section 8.3. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the "designated Project Site", as that term is used herein, which shall mean the site for delivery.

Section 3. TERM AND TERMINATION OF AGREEMENT.

- 3.1** This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A pursuant to a Purchase Order issued within five (5) years of the Effective Date.
- 3.2** If at any time either Party files a petition seeking to take the benefit of any bankruptcy or insolvency proceeding, or becomes subject to such a proceeding, the other Party shall have the right, by written notice, to immediately terminate this Agreement.
- 3.3** Either Party may terminate this Agreement upon written notice if the other Party breaches any terms or conditions of the Agreement and fails to cure such breach within thirty (30) days of notice thereof.
- 3.4** Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures

authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees in writing to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have (90) days after each delivery of Requested Goods to invoice Agency for such Goods. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

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

- 5.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance 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, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.

6.3 Commercial General Liability (CGL). Supplier shall maintain commercial general liability coverage covering Goods, including product 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 Supplier in regard to this Agreement, as well as sudden and accidental coverage for pollution, with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

6.4 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.

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

6.5.4 Additional Certificates and Endorsements. Not Applicable.

6.6 (reserved)

Section 7. WARRANTY. Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; meet the specifications of Agency, or if none, then the manufacturer's specifications; and are not subject to any liens or encumbrances or infringements. Supplier shall provide all Goods in accordance with all applicable engineering,

construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Moreover, if, during the period of (i) twelve (12) months from delivery, or (ii) the remaining shelf life of the Goods, whichever occurs first, the Goods provided by Supplier under this Agreement fail to comply with the warranties in this Section 7, Supplier shall, upon any reasonable written notice from Agency, and provided that Agency has properly handled and stored the Goods in accordance with Supplier's and/or manufacturer's instructions, replace or repair the same to meet the above warranties. Notwithstanding anything to the contrary, claims for defects in Goods that could reasonably have been discovered upon delivery shall be deemed to be waived by Agency if not made within thirty (30) days of delivery thereof.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier 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, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier 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 claims to the extent directly and proximately caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees, and except to the extent directly and proximately caused by any negligent acts or omissions of Agency.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur in the case of bulk Goods, when the Goods pass the flange of the NCPA storage vessel. In the event a spill, leak, discharge or release caused by Supplier requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to the extent the leak, spill or release was caused by Supplier or resulted from the Supplier's transfer operation to Agency storage tanks, to a level sufficient to

receive a “No Further Action Required” or “Closure Letter” from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 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.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Except to an affiliate after 60 days' notice and, if not covered under policies previously provided to Agency, submission of insurance documentation satisfying the terms of this Agreement, Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 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.
- 9.9 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.
- 9.10 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.

9.11 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.

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

Supplier 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.*

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

9.14 Notices. Any written notice to Supplier shall be sent to:

Brenntag Pacific, Inc.
Attention: President
10747 Patterson Place
Santa Fe Springs, CA 90670

With copy to:

Brenntag North America, Inc.
Attention: General Counsel
5083 Pottsville Pike
Reading, PA 19605
Email: bna_generalcounsel@brenntag.com

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** 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.
 - 9.15.4** 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.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** If mediation fails to resolve the conflict within thirty (30) days of completion of the mediation, then either Party can avail itself of any legal or equitable relief available to it. Nothing in this Agreement shall preclude either Party from seeking injunctive or equitable relief in accordance with applicable law or seeking redress from the courts for any dispute involving a third party.
 - 9.15.7** 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.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

- 9.18 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 **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.
- 9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

SECTION 10: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR BUSINESS, WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY, FOR INDEMNITY, DEFENSE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Excepting the indemnity obligations in Section 8.2 for claims brought against the Agency by a third party, and losses caused by a party's gross negligence or willful misconduct, the liability of either party, and the other party's sole and exclusive remedy for damages of any kind whatsoever under this Agreement shall not be greater than the insurance limits set forth in this Agreement.

SECTION 11: FORCE MAJEURE. Neither Party shall be liable in damages or otherwise, for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond that Party's reasonable control. If any force majeure event continues for more than thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party.

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

NORTHERN CALIFORNIA POWER AGENCY

BRENNTAG PACIFIC, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

W. THOMAS CRAIN, JR.
Regional President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

As requested by the Northern California Power Agency ("Agency"), Brenntag Pacific, Inc. ("Supplier") shall provide supplies ("Goods") including, but not limited to the following:

<u>Chemical</u>	<u>Price</u>
Anhydrous Ammonia (R Grade)	No Bid
Aqueous Ammonia 19%	No Bid
Hydrated Lime 90%	\$0.4125/lb
Magnesium Oxide ≥90%	No Bid
Ferric Chloride 38-42%	\$0.45/lb
Sodium Bisulfite 38-40%	No Bid
Sodium Hydroxide 15% (Caustic Soda)	\$0.43/lb
Sodium Hypochlorite 12.5% (Bleach)	\$2.395/GL
Sulfuric Acid 93%	\$0.13/lb
Other Chemicals (if needed)	To be quoted when requested by Agency

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

Agency acknowledges that Supplier's chemical pricing may be subject to change. Agency shall compensate the Supplier in accordance with such chemical price revisions, provided that (1) Supplier shall provide Agency with written notice (email or letter) 15-days in advance. All chemical orders placed during the 15-day notice period will be charged at the non-revised rate. Chemical price revisions may result in the Supplier losing or gaining priority status for chemical orders, (2) regardless of such chemical price revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

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

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

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

Brenntag Pacific, 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 C

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,

Brenntag Pacific, Inc.

(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.



LEC Informational Updates

Hydrogen Updates

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

**** Friendly Reminder:**

Please submit Hydrogen Survey by 3/10/25.

LEC February Operational Report

LEC Operations

- LEC Exceptional Dispatch (ED) continue for “Local Area Support”.
 - Typical runs are from midnight thru 0800, depending on needs.
- LEC was awarded in DAM by CAISO.
- Outage taken on 2/22 @ 0000 thru 1800, to replace “A” Gas comp. seal. OMS 17455150.
- On 2/22, tech’s discovered a leak on HRSG Evaporator 1. Unfortunately, outage extended into 2/23. From 2/22 @ 1800 thru 2/23 @ 1543 to conduct repairs, OMS 17467186.

FX Air Permit Update

- SJVAPCD FX Permit complete.

FX CEC Update

Discussed the following with CEC on 1/29:

- Notified CEC of SJVAPCD review completion and issuance of ATC.
- CEC CEQA documents completed and published 2/13/2025.
- 30 day public notice period starts for operating permit.
- Aiming for the March 17, 2025 business meeting.
 - Board approval for FX DEBA award
 - Agreement between CEC and NCPA.

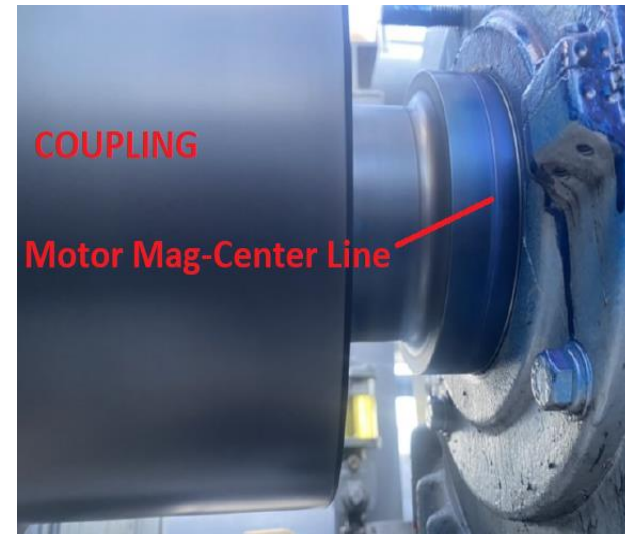
Siemens LTP FX Update

- First payment June 1, 2025.

LEC Additional Operational Report Cont.

"A" Gas Compressor Update

- Compressor Mechanical Seal was replaced.
 - "A" Gas compressor thrust checks were conducted, in spec.
 - Found motor mag-center off, centered during alignment checks.
 - Freshly removed "A" Gas Comp mechanical seal was boxed sent to Kobelco for inspection and possible overhaul.



LEC Additional Operational Report Cont.

"B" Gas Compressor Update

- Waiting on mechanical seal parts from Japan for rebuilt.
- Expecting compressor overhaul completion end of March.
 - New Gas Comp mechanical seal expected in 44 weeks.
- HRSG Evaporator # 1 Tube Leak Repair
 - One leaker on the lower tube to header weld.

