



12745 N. Thornton Road
Lodi, CA 95242

phone (209) 333-6370
fax (209) 333-6374
web www.ncpa.com

LEC PPC Agenda

Subject: March 11, 2024 Lodi Energy Center Project Participant Committee Meeting

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

Time: 10:00 am Pacific Standard Time

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

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| | | |
|---|---|---|
| NCPA 651 Commerce Drive Roseville, CA 95678 | NCPA 12745 N. Thornton Road Lodi, CA 95241 | CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448 |
| BAY AREA RAPID TRANSIT 2150 Webster Street, 1 st Floor Oakland, CA 94612 | CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948 | CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438 |
| CITY OF BIGGS 465 "C" Street Biggs, CA 95917 | PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122 | POWER & WATER RESOURCES POOLING AUTHORITY 1002 Cooper Ave Glenwood Springs, CO 81601 |
| CALIFORNIA DEPARTMENT OF WATER RESOURCES 1425 River Park Dr. Suite 300. Sacramento, CA 95815 | SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050 | CITY OF UKIAH 300 Seminary Avenue 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 12, 2024 Regular Meeting Minutes and re-approval of the January 8, 2024 Regular Meeting Minutes (to correct typo in meeting adjournment time).

MONTHLY REPORTS

4. Operational Report for February 2024

5. Market Data Report for February 2024

6. Monthly Asset Report for January 2024

7. Bidding Strategies Report

CONSENT CALENDAR

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

8. Treasurer's Report for January 2024 – Accept by all Participants

9. Financial Report for January 2024 – Approve 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.

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

11. PMOA Schedule 6.00 Update – Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to reflect changes for Modesto Irrigation District.

12. Trimark Associates, Inc. MTGSA – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Trimark Associates, Inc. for miscellaneous meter maintenance, operations, data, and related design engineering services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

13. Ulteig Operations, LLC MTGSA – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Ulteig Operations, LLC for miscellaneous meter maintenance, operations, data, and related design engineering services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

14. GEI Consultants Inc. MTPSA – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Professional Services Agreement with GEI Consultants, Inc. for dam safety engineering related services, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

15. PME Babbitt Bearings Second Amendment to MTGSA – Staff is seeking a recommendation for Commission approval of a Second Amendment to the five-year Multi-Task General Services Agreement with PME Babbitt Bearings for off-site maintenance and labor services, increasing the not exceed amount from \$235,000 to \$750,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA.

Consent Items pulled for discussion: _____

INFORMATIONAL ITEMS

16. FY2025 Budget Presentation – Staff to present an updated draft of the FY2025 budget for Committee review/comment.

17. Lodi Energy Center Hydrogen Upgrade Project – Staff will provide an update regarding the potential hydrogen upgrade project at the Lodi Energy Center.

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

ADJOURNMENT

Next Regular Meeting: April 8, 2024 at 10:00 am Pacific Standard Time.

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

LEC PPC Meeting Minutes

Date: Monday, January 8, 2024

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

The PPC meeting was called to order at 10:01 am by Chairman Brock Costapules. He 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 - Schmidt | Absent | 6.6000% |
| Biggs - Sorensen | Present | 0.2679% |
| CDWR - Burk | Present | 33.5000% |
| Gridley - Wagner | Absent | 1.9643% |
| Healdsburg - Crowley | Absent | 1.6428% |
| Lodi - Chiang | Present | 9.5000% |
| Lompoc - McDonald | 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 - | Absent | 1.7857% |
| Summary | | |
| Present | 8 | 87.2215% |
| Absent | 5 | 12.7785% |
| Quorum by #: | Yes | |
| Quorum by GES: | Yes | |
| Meeting Date: | January 8, 2024 | |

Public Forum

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

3. Meeting Minutes

The draft minutes from the December 11, 2023 Regular Meeting. The LEC PPC considered the following motion:

Date: 1/8/2024

Motion: The PPC approves the minutes from the December 8, 2023 Regular Meeting.

Moved by: SVP

Seconded by: Lodi

Discussion: There was no further discussion

| Vote Summary on Motion | | |
|------------------------|--------|-------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | 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 for December 2023

Ryan Johnson presented the Operational Report for December. There were no OSHA recordable or non-recordable incidents. There were no NERC/WECC or permit violations. There were no outages.

2024 planned outage is scheduled for April 1-30 for annual maintenance and steam turbine excitation upgrade.

The operational report reflected monthly production of 146,103 MWH, 524 service hours, and equivalent operating availability of 100.0%. The report set for the Capacity Factor @ 302MW Pmax of 65.0%. There was one hot start, no warm starts and no cold starts during the month.

Ryan reminded the committee that the definitions page has been added to the report and will continue to be included as part of the operational report going forward.

5. Market Data Report for December 2024

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 22 out of 31 available days. There one start in the month of December. There were nine days where LEC was uneconomic and zero days in a forced outage. LEC had twenty-one days of uninterrupted operations.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for November 2023, showing that net costs are over budget. Rafael reported that there were favorable market conditions. Rafael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

Rafael Santana notified the committee that the bidding strategy would not be presented due to the presenting department was unable to attend the meeting today.

Consent Calendar (Items # 8 – # 18)

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

Date: 1/8/2024

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for November 2023; **9.** Financial Report for November 2023; **10.** GHG Reports (excerpted from the Monthly ARB); **11. Univar Solutions, Inc. 5-year MTEMS** for purchase of specialty chemicals, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA; **12. Irani Engineering, Inc. 5-year MTCSA** for injection well related consulting services, not to exceed \$2,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **13. Quantum Spatial, Inc. dba NG5 Geospatial, Inc. First Amendment to 5-year MTGSA** for transmission and distribution line and other modeling and mapping services, accepting assignment of the agreement to NV5 Geospatial, Inc., with no change to the not to exceed amount of \$2,000,000 or contract term, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **14. Western Hydrologics, LLP 5-year MTCSA** for hydrological modeling services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **15. Advanced Chemical Transport, Inc. dba ACTEnviro 5-year MTGSA** for waste removal services, not to exceed \$3,000,000, for use at all facilities owned and/or operated by NCPA; **16.**

Process Cooling International, Inc. dba Applied Process Cooling Corp dba APCCO 5-year MTGSA for insulation related services, not to exceed \$4,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **17. Eaton Corporation 5-year MTGSA** for electrical related services, not to exceed \$2,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **18. PMOA Schedule 1.00 Exhibit 5 Updates** for revised 2024 CAISO Grid Management Charge (GMC) rates related to the Market Services Charge and System Operations Charge.

Moved by:
Seconded by:

Lodi
SVP

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|------------------------|---------------|-------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Yes | 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 | 9 | 88.8643% |
| Total Noes | 0 | 0.0000% |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 4 | 11.1357% |
| Result: | Motion Passed | |

BUSINESS ACTION ITEMS / INFORMATIONAL ITEMS

19. Lodi Energy Center Hydrogen Upgrade Project – Gordon Loyd provided a brief update on the project. He demonstrated where the documentation on this project could be found and informed the committee everyone should have received a link and access to the site. It was requested that any public presentations or public educational documents be posted to the site. Gordon will upload those items.

Additional Operational Updates

20. Additional Operational Updates – There was no additional updates.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, February 12, 2024.

The meeting was adjourned at 10:27 am.

Submitted by: Julie Kenkel

DRAFT

LEC PPC Meeting Minutes

Date: Monday, February 12, 2024

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

The PPC meeting was called to order at 10:03 am by Chairman Brock Costapules. He asked that roll be called for the Project Participants as listed below. PWRPA arrived after roll call but was able to vote on the other items.

| PPC Meeting Attendance Summary | | |
|--------------------------------|-------------------|-------------------|
| Participant | Attendance | Particulars / GES |
| Azusa - Torres | Present | 2.7857% |
| BART - Schmidt | Present | 6.6000% |
| Biggs - Sorensen | Absent | 0.2679% |
| CDWR - Burk | Present | 33.5000% |
| Gridley - Wagner | Absent | 1.9643% |
| Healdsburg - Crowley | Absent | 1.6428% |
| Lodi - Chiang | Absent | 9.5000% |
| Lompoc - McDonald | Present | 2.0357% |
| MID - Costalupes | Present | 10.7143% |
| Plumas-Sierra - Brozo | Absent | 0.7857% |
| PWRPA - Bradley | Absent | 2.6679% |
| SVP - Wong | Present | 25.7500% |
| Ukiah - | Present | 1.7857% |
| Summary | | |
| Present | 7 | 83.1714% |
| Absent | 6 | 16.8286% |
| Quorum by #: | Yes | |
| Quorum by GES: | Yes | |
| Meeting Date: | February 12, 2024 | |

Public Forum

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

3. Meeting Minutes

The draft minutes from the January 8, 2024 Regular Meeting. The LEC PPC considered the following motion:

Date: 2/12/2024

Motion: The PPC approves the minutes from the January 8, 2024 Regular Meeting.

Moved by: SVP
Seconded by: Lompoc

Discussion: There was no further discussion

| Vote Summary on Motion | | |
|-------------------------------|-------------|--------------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Yes | 6.6000% |
| Biggs | Absent | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Absent | 9.5000% |
| Lompoc | Yes | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Yes | 1.7857% |
| Vote Summary | | |
| Total Ayes | 8 | 85.8393% |
| Total Noes | 0 | 0.0000% |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 5 | 14.1607% |
| Result: Motion Passed | | |

MONTHLY REPORTS

4. Operational Report for January 2024

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 were two outages, one was due to a gland steam leak repair and the other was due to a faulty speed sensor on the steam turbine. 2024 planned outage is scheduled for April 1-30 for annual maintenance and steam turbine excitation upgrade.

The operational report reflected monthly production of 155,009 MWH, 553 service hours, and equivalent operating availability of 97.8%. The report set for the Capacity Factor @ 302MW Pmax of 69.0%. There was one cold start, no warm starts and no hot starts during the month.

5. Market Data Report for January 2024

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 23 out of 30 available days. There one start in the month of January. There were seven days where LEC was uneconomic and one day in a forced outage. LEC had twenty-three days of uninterrupted operations.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for December 2023, showing that net costs are over budget. Rafael reported that market conditions were lower. Rafael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for January 2024. Jesse reviewed bidding and calculated net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items # 8 – # 14)

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

Date: 2/12/2024

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for December 2023; **9.** Financial Report for December 2023; **10.** GHG Reports (excerpted from the Monthly ARB); **11. American Power Systems, LLC 5-year MTGSA** for battery testing related services, not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **12. KW Emerson, Inc. 5-year MTGSA** for routine asphalt, concrete, dam patching and other related maintenance services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **13. Alliance Cooling Products and Construction, Inc. First Amendment to 5-year MTGSA** for miscellaneous maintenance services, increasing the not to exceed amount from \$1,000,000 to \$6,000,000, with no change to contract term, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **14. NCPA Casualty Insurance Renewals** - Staff is seeking a recommendation for approval of renewals of the Agency's excess liability, worker's compensation, and automobile insurance programs for March 2024 to March 2025. Operations Charge.

Moved by: SVP
Seconded by: CDWR

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|------------------------|---------------|-------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Yes | 6.6000% |
| Biggs | Absent | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Absent | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Absent | 9.5000% |
| Lompoc | Yes | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Yes | 1.7857% |
| Vote Summary | | |
| Total Ayes | 8 | 85.8393% |
| Total Noes | 0 | 0.0000% |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 5 | 14.1607% |
| Result: | Motion Passed | |

BUSINESS ACTION ITEMS / INFORMATIONAL ITEMS

15. LEC Plant Decommissioning Study – Gordon Loyd provided information from the Black & Veatch decommissioning study. Discussed the expense to decommission LEC and the 230kV switchyard vs the complete LEC Complex.

16. LEC FY2025 Budget Presentation – Rafael Santana presented the proposed budget for fiscal year 2025. His presentation included assumptions, variable cost updates and various projects. The FY2025 budget will be presented in April for approval. The FX Upgrade project will be presented in May for approval to allow for adequate lead time to order equipment.

15. Lodi Energy Center Hydrogen Upgrade Project – Mike DeBortoli discussed our status with ARCHES, explained that we should have more information to provide in March and this project is expected to be presented in July's meeting for approval.

Additional Operational Updates

20. Additional Operational Updates – Rafael Santana mentioned some excessive heat is coming from the steam turbine. A warranty claim has been made to Siemens. Siemens will be coming out to inspect the steam turbine. This concern is not impacting the functionality of the equipment.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, March 11, 2024.

The meeting was adjourned at 11:33 am.

Submitted by: Julie Kenkel

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 03/11/2024

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable/Reportable: 0 incidents
- Non-Recordable/Reportable: 1 incident
 - On January 26, 2024 an employee reported minor skin irritation on their foot following the cleaning of an LEC chemical silo. The employee self-administered first aid and declined medical treatment. LEC management plans to retrain all staff on the importance of correctly identifying job hazards and mitigating those hazards in our pre-job Safe Work Permit process.

Notice of Violations

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

Outage Summaries:

- 2/05 @ 01:03 - 03:44; CT Trip on Startup, OMS 15181429.

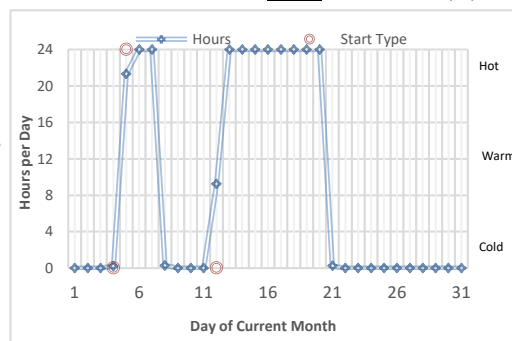
Planned Outage Summaries:

- April 1-30, 2024; Steam turbine excitation upgrade, annual maintenance outage.

LEC Generating Unit Statistics:
Date:

2/1/2024

| | | |
|--|--------|-------|
| 1. Monthly Production | 73,750 | MWh |
| 2. Productivity Factor | | |
| a. Service Hours | 271 | Hours |
| b. Service Factor | 39.0 | % |
| c. Capacity Factor @ 302MW Pmax | 35.1 | % |
| 3. Equivalent Operating Availability (EOA) | 99.6 | % |
| 4. Forced Outage Rate (FOR) | 1.0 | % |



| | | |
|---|------|----------|
| 5. Heat Rate Deviation | | |
| a. Fuel Cost (Not Current Market Price) | 4.00 | \$/mmBTU |

| MW Range | PMOA HR BTU/kW-Hr | Average HR BTU/kW-Hr | Deviation % | Production MWh | Cost \$ |
|-----------------------|----------------------|-------------------------|----------------|-------------------|------------|
| Seg. 1 296 + | 6850 | 0 | 0.00% | 0 | \$0 |
| Seg. 2 284 - 296 | 6870 | 6,979 | 1.59% | 45,830 | \$19,970 |
| Seg. 3 275 - 284 | 6971 | 6,990 | 0.27% | 12,128 | \$915 |
| Seg. 4 250 - 275 | 7081 | 7,035 | -0.65% | 7,888 | -\$1,450 |
| Seg. 5 225 - 250 | 7130 | 7,129 | -0.02% | 3,879 | -\$22 |
| Seg. 6 200 - 225 | 7200 | 7,132 | -0.94% | 1,756 | -\$474 |
| Seg. 7 175 - 225 | 7450 | 7,474 | 0.32% | 266 | \$25 |
| Seg. 8 165 - 175 | 7760 | 7,996 | 3.04% | 805 | \$759 |
| | 7,164 | 7,012 | -2.13% | 72,553 | \$19,724 |

6. AGC Control Deviation

| MW Range | High Dev MWh | Low Dev MWh | Total Dev MWh | Cost \$ |
|-----------------------|-----------------|----------------|------------------|------------|
| Seg. 1 296 + | 0 | 0 | 0 | \$0 |
| Seg. 2 284 - 296 | 0 | 0 | 0 | \$0 |
| Seg. 3 275 - 284 | 0 | 0 | 0 | \$3 |
| Seg. 4 250 - 275 | 0 | 0 | 0 | \$8 |
| Seg. 5 225 - 250 | 0 | 0 | 0 | \$3 |
| Seg. 6 200 - 225 | 0 | 0 | 0 | \$0 |
| Seg. 7 175 - 225 | 0 | 0 | 0 | \$0 |
| Seg. 8 165 - 175 | 0 | 0 | 0 | \$0 |
| | 0 | 0 | 1 | \$14 |

7. Starting Reliability

| Start Type | Hot Starts | Warm Starts | Cold Starts |
|------------------------------------|------------|-------------|-------------|
| Number of Starts | 1 | 0 | 2 |
| Start Time Benchmark (Minutes) | 20 | | |
| Start Time Actual (Average Minute) | 18 | 0 | 17 |
| Start Time Deviation (%) | -10% | 0% | -15% |
| Start Fuel Benchmark (mmBTU) | 250 | | |
| Start Fuel Actual (Average mmBTU) | 179 | 0 | 175 |
| Fuel Deviation (%) | -28% | 0% | -30% |
| Costs of Fuel Deviations (\$) | -\$284 | \$0 | -\$603 |

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 Rate (FOR) = $FOH / (FOH + SH) \times 100\%$
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

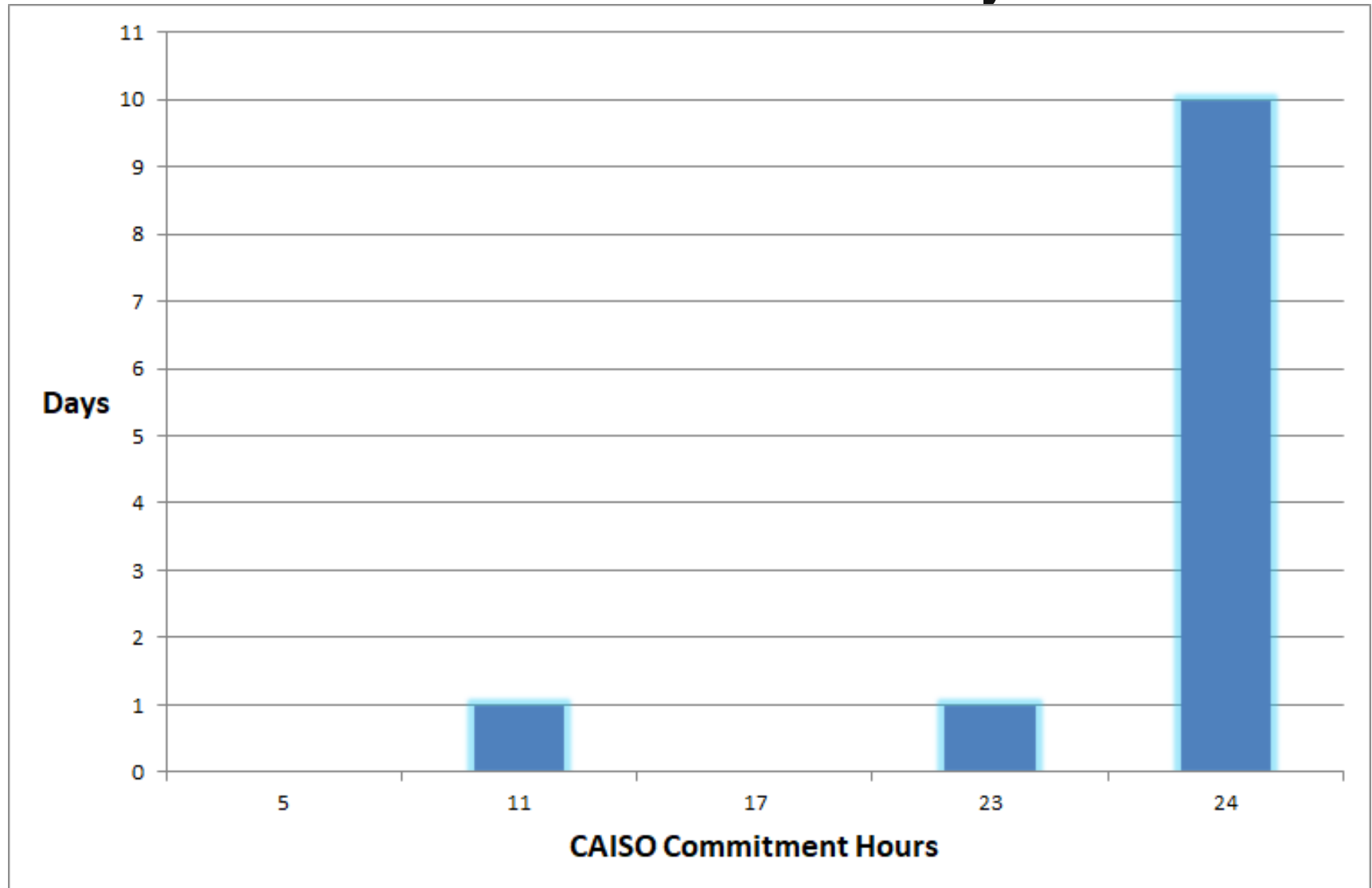
March 11, 2024

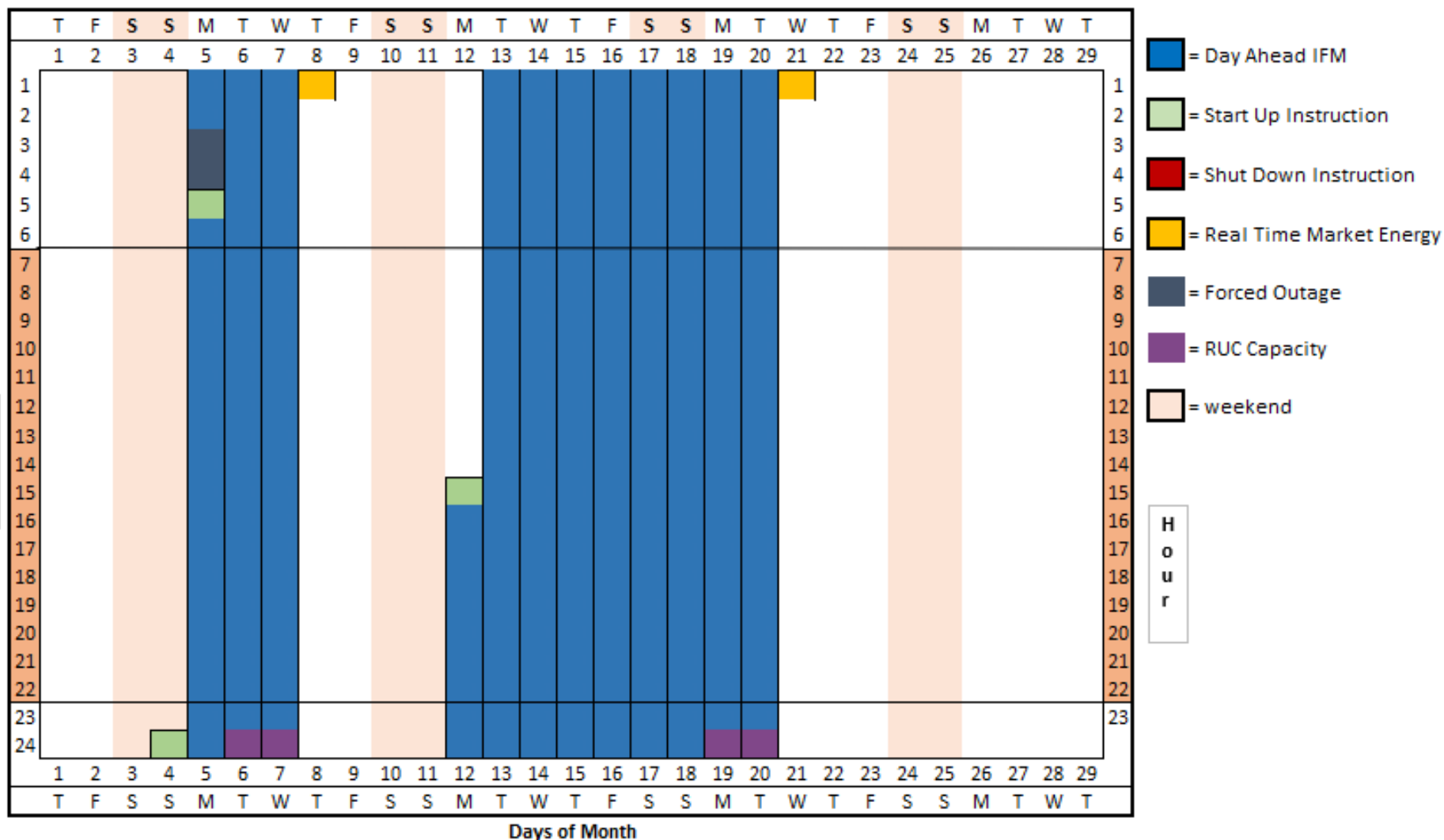
February 2024 Market Financial Results

LEC Operational Results for February 2024

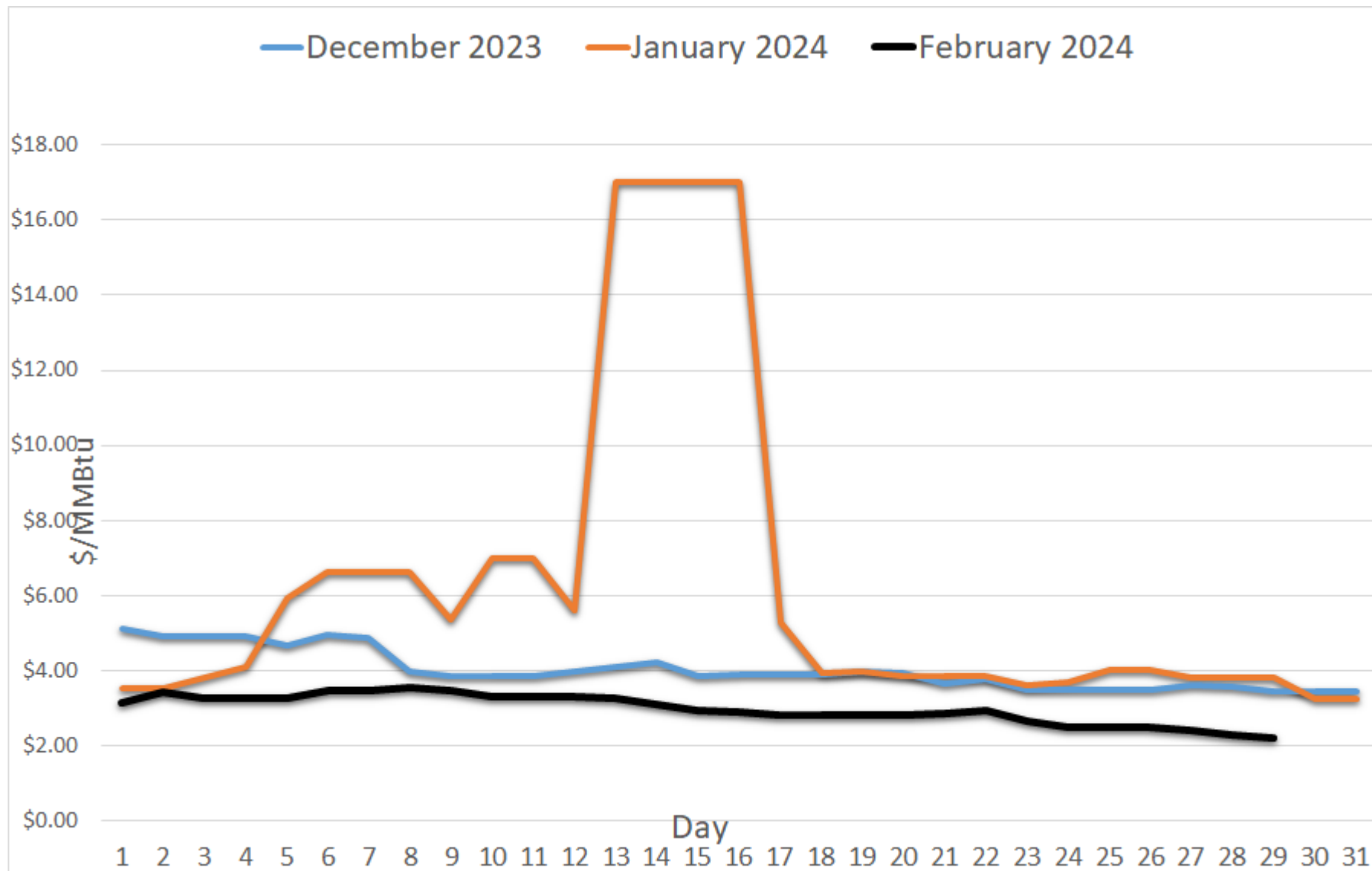
- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 100% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Incentive Payment:
 - \$9k for Generic RA based on claimed 53.61 MW
 - \$15k for Flexible RA based on claimed 88.79 MW
- LEC was committed by CAISO for Market energy 12 days of 29 available days
 - LEC was considered uneconomic for seventeen (17) days of the month;
 - There were three (3) starts during the month;
 - Ten (10) days of 24-hour operations

Frequency Tabulation of Daily CAISO commitment hours for February 2024

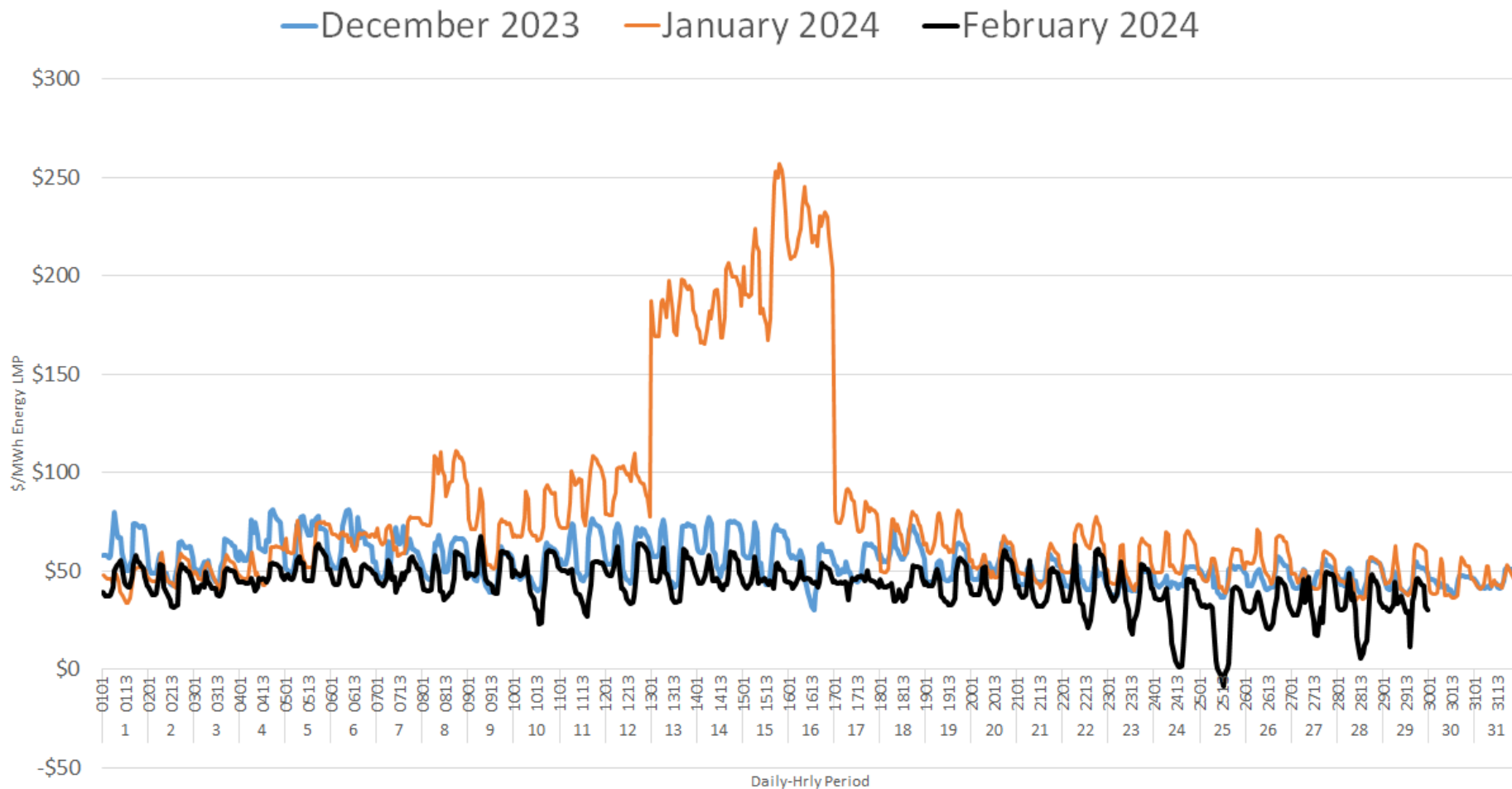


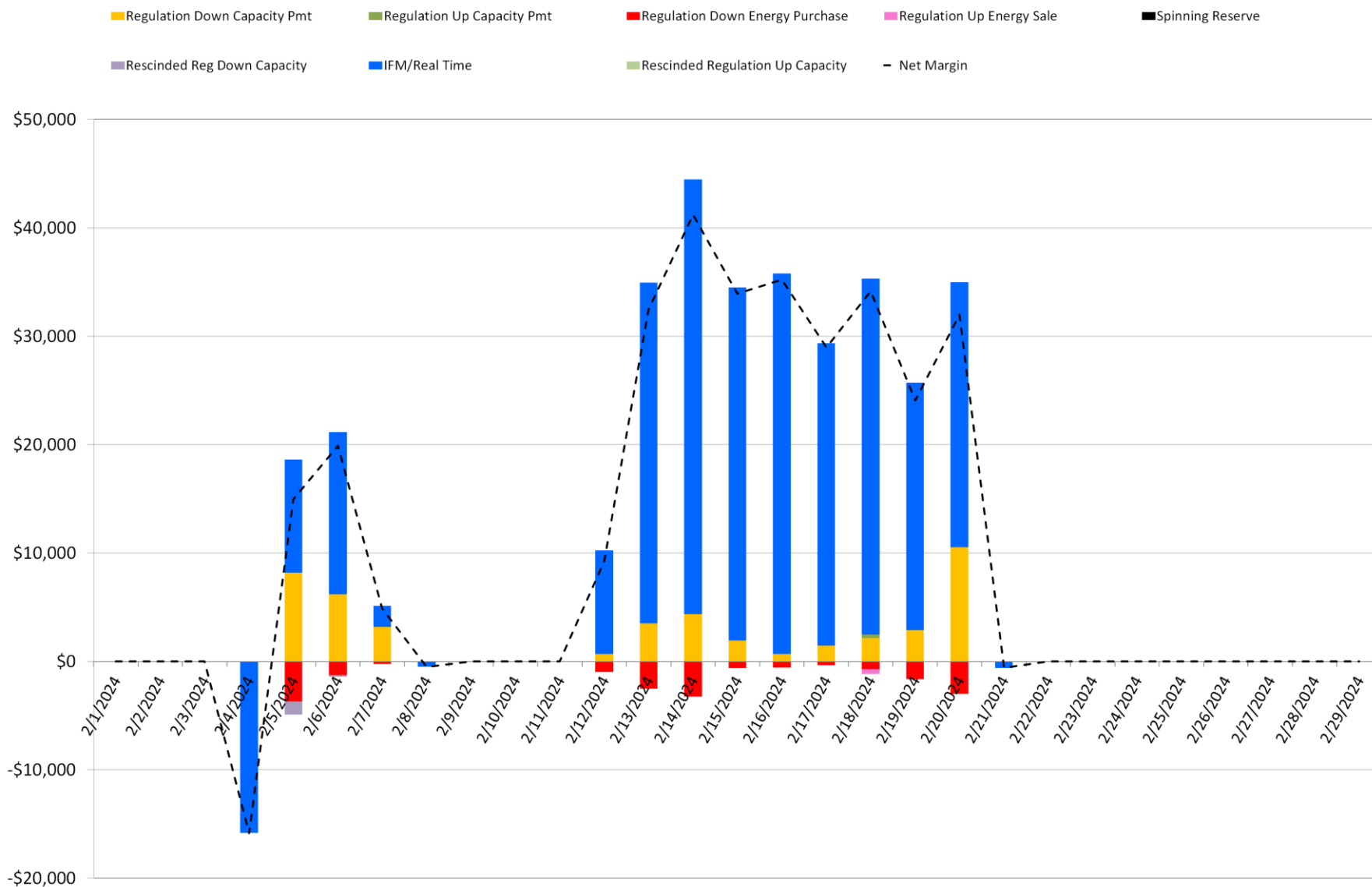


Daily PG&E City Gate Gas Index Values by Month



DA Energy LMP values by Month

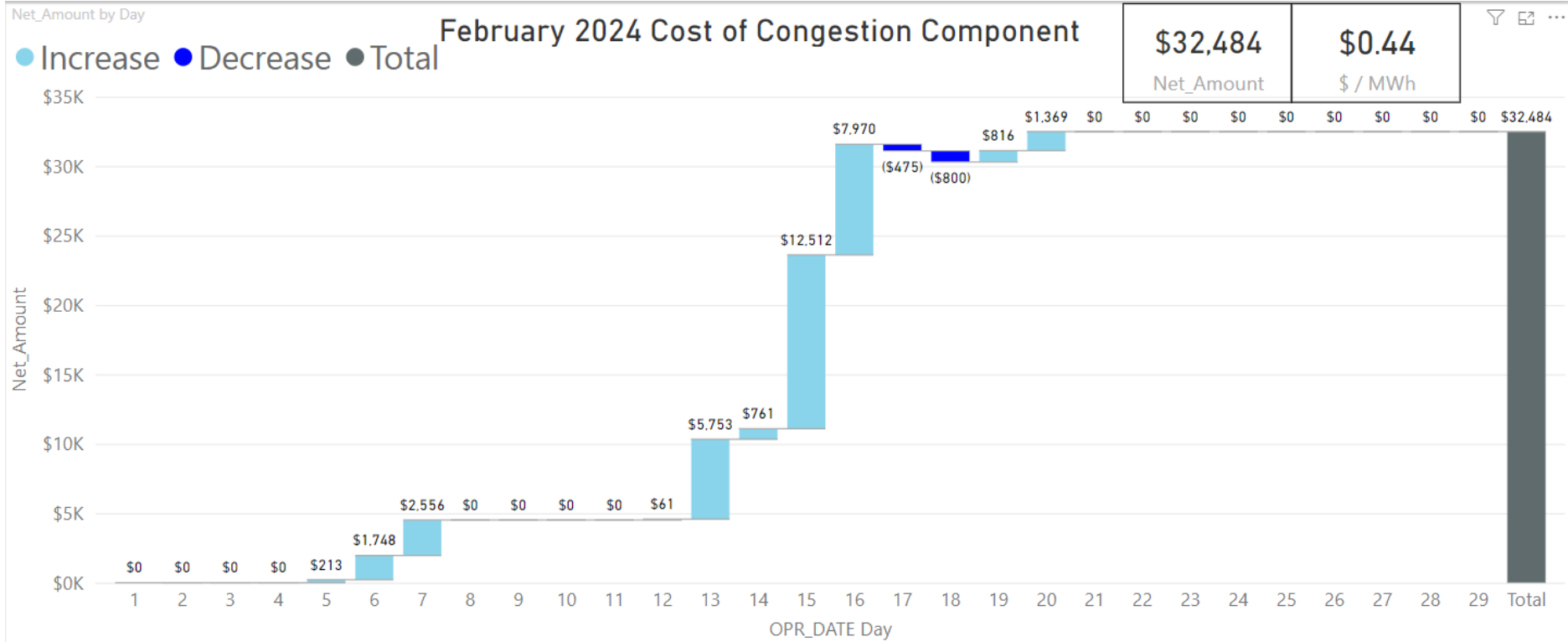




February 2024 LEC Project Cumulative Monthly Margin

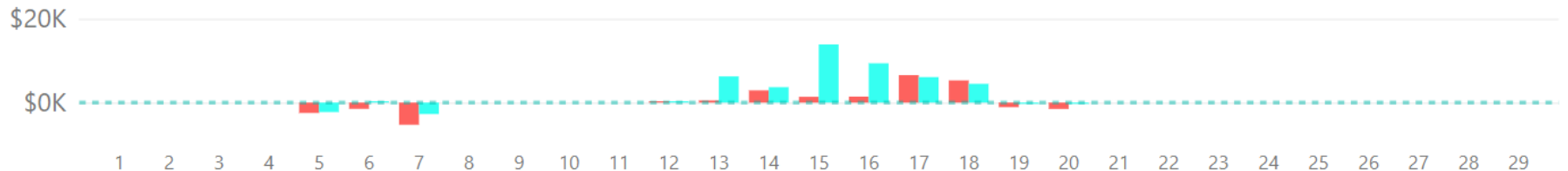
| | | | |
|---|----|-------------|-----------------------|
| IFM/RTM Gross Revenues | \$ | 3,654,800 | |
| Regulation Up Capacity | \$ | 300 | |
| Regulation Down Capacity | \$ | 45,800 | |
| Spinning Reserve | \$ | - | |
| Total Gross LEC Revenue | | | \$ 3,700,900 |
| LEC CAISO GMC Costs | \$ | (27,500) | |
| CAISO Energy & Capacity Buyback Costs | \$ | (149,300) | |
| Total Monthly LEC Fuel Cost | \$ | (1,889,900) | |
| Total Monthly GHG Obligation | \$ | (1,212,300) | |
| Variable Operations & Maintenance Cost | \$ | (127,800) | |
| Total Gross Costs | | | \$ (3,406,800) |
| Cumulative Monthly Margin | | | \$ 294,100 |
| 7 Days of Accrued LT Maintenance Costs | \$ | (106,265) | |
| Net Cumulative Monthly Margin | | | \$ 187,835 |
| Average Net Margin \$/MWh | \$ | | 2.55 |

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub



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

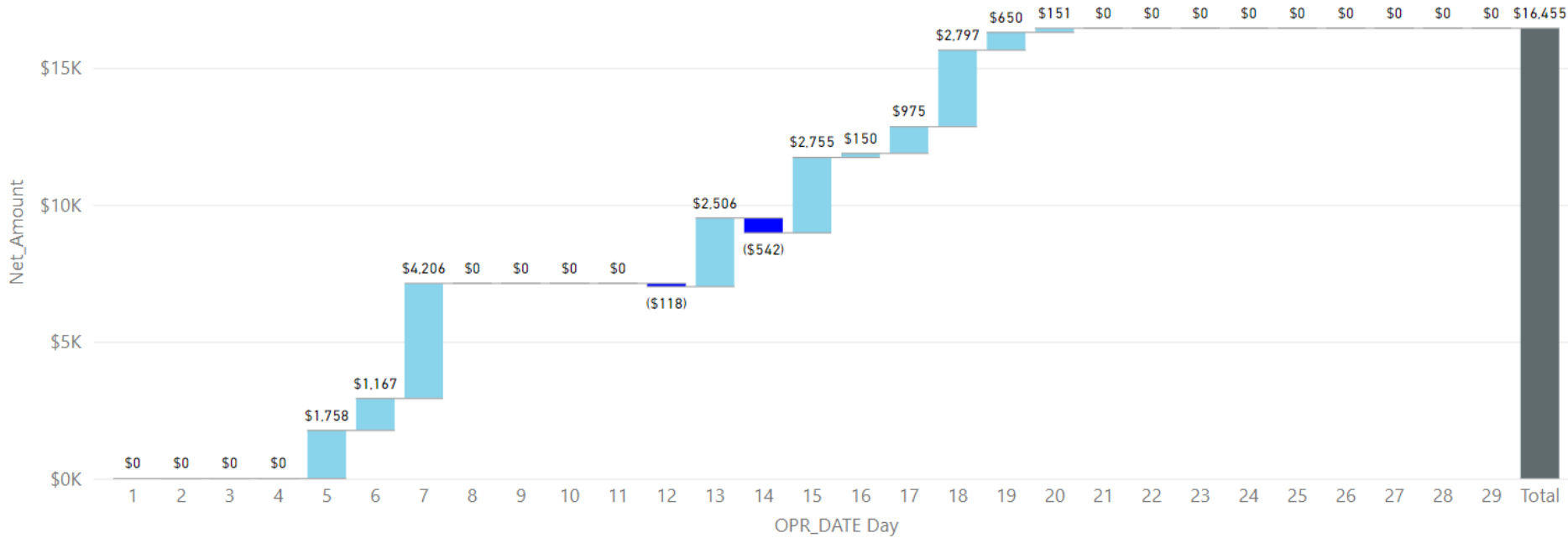
February 2024 Cost of Loss Component

\$16,455

Net_Amount

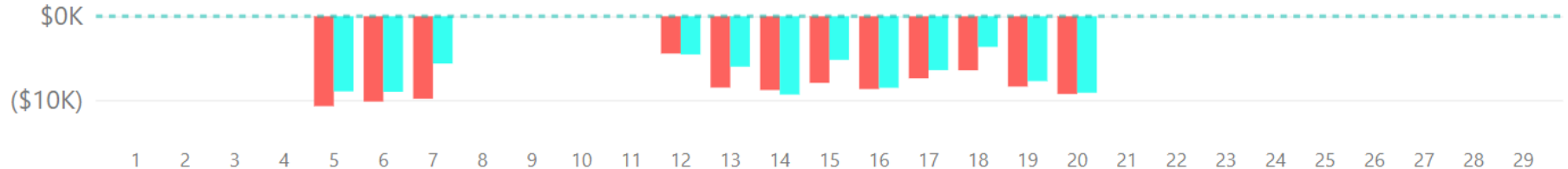
\$0.22

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost

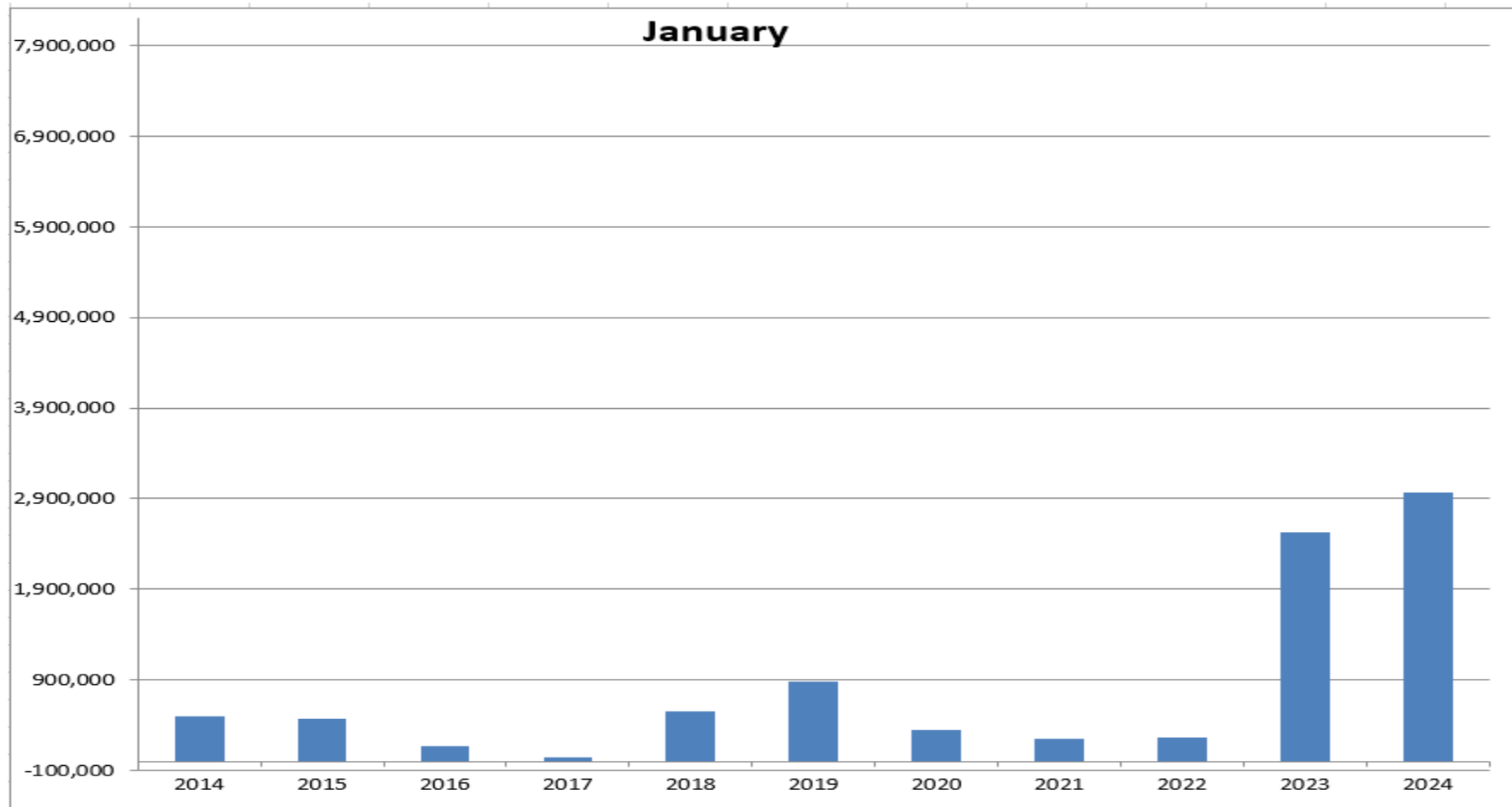




January Asset Report

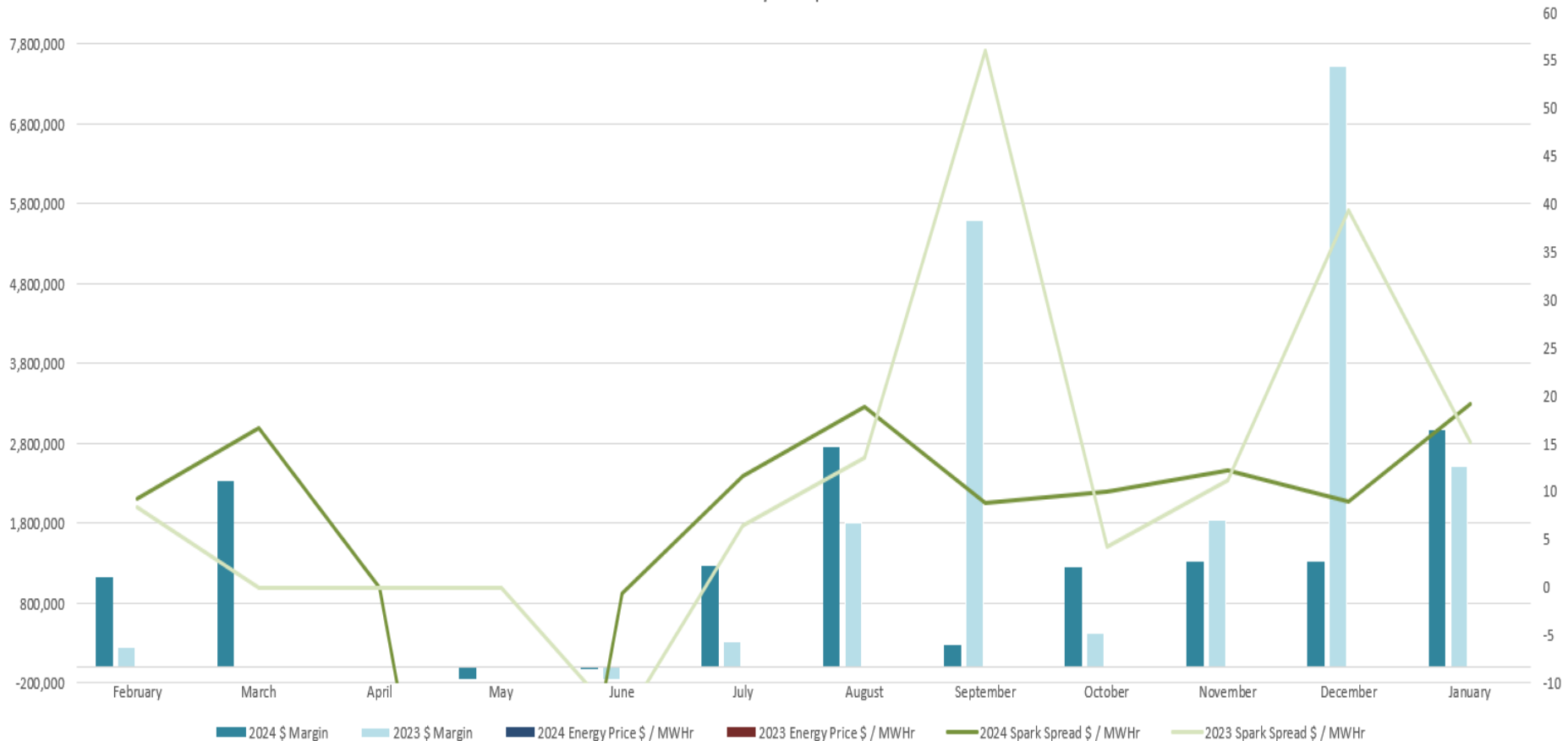
| | | Most Recent | | Above / (below) | Percent Difference | |
|-----------------|-------------|--------------|--------------|-------------------------|--------------------|--|
| | Actual | Forecast | Budget | Forecast | Above / (below) | |
| Revenue | 14,818,020 | 15,157,834 | 11,073,702 | (339,814) | -2% | CAISO Energy Sales Revenue Lower by 2% vs Forecast |
| VOM | 12,353,150 | 14,208,849 | 9,631,635 | (1,855,699) | -13% | CF higher by 12% vs Forecast, Power Produced (MWHr) higher by 12% vs Forecast & Power Pricing lower by 13% vs Forecast |
| Fixed | 1,068,137 | 1,082,183 | 1,016,671 | (21,046) | -2% | Inventory Parts arriving & 5yr Fire Tank Inspections |
| Projects | 271,786 | 272,966 | 255,755 | (1,180) | 0% | |
| A&G | 223,194 | 223,280 | 223,280 | (86) | 0% | |
| Debt | 2,166,020 | 2,166,350 | 2,166,019 | (330) | -0.02% | |
| Net Cost | (1,264,267) | (2,802,794) | (2,189,658) | 1,538,526 | -55% | |
| | | | | | | |
| Net Annual Cost | | (31,807,816) | (12,122,418) | (\$19,685,398) | | |
| | | | | Above budget by 162.39% | | |

Historical Margins

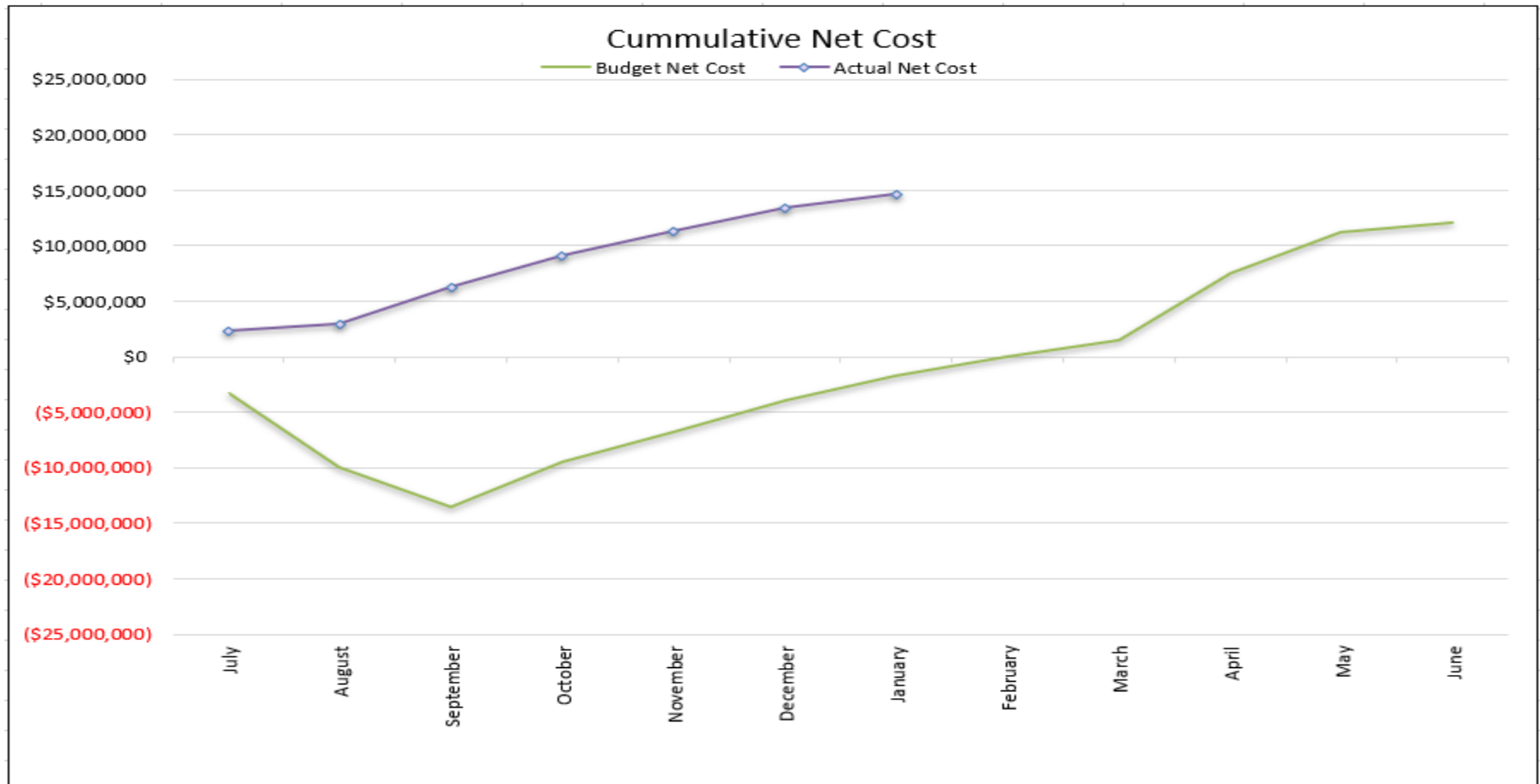


- January 2024 Margins are up to \$2.9m vs. January 2023 @ \$2.5m.

Historical Monthly Comparison



- * Spark Spread rose from (Jan 2023)@ \$15.17 \$/MWhr vs. (Jan 2024) @ \$19.13 \$/MWhr
- * Spark Spread delta higher from Jan 2023 vs Jan 2024 @ \$3.96 \$/MWhr
- * Margin comparison from Jan 2023 (\$2,521,528) vs Jan 2024 (\$2,966,443)



**** On the cumulative chart, January was a record month when compared to historical results. Actual Net Cost \$14,656,572 vs Budget Net Cost \$1,709,989.**

| | July | August | September | October | November | December | January | February | March | April | May | June | Year | FY2024 Budget | Percent Used | Comments |
|--------------------------------------|---------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|------------------|-------------------------|--|
| VOM | 6,230,796 | 8,130,435 | 1,644,190 | 8,884,688 | 6,635,255 | 7,099,531 | 12,353,150 | 10,302,432 | 5,698,546 | 0 | 254,812 | 4,082,653 | 71,316,489 | 91,703,714 | 77.8% | |
| Capacity Factor | 49% | 65% | 15% | 56% | 50% | 65% | 69% | 57% | 37% | 0% | 2% | 21% | 40% | 40% | 100.0% | CF higher by 12% vs. Forecast |
| Fuel Consumed (mmBTU, estimated) | 778,036 | 1,034,230 | 228,909 | 881,581 | 764,290 | 1,015,613 | 1,075,545 | 873,030 | 629,869 | 0 | 38,318 | 385,894 | 7,705,315 | 9,058,849 | 85.1% | |
| Avg Fuel Cost (\$/mmBTU) | 5.41 | 5.39 | 4.33 | 6.38 | 6.08 | 4.52 | 7.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.38 | 7.87 | 55.6% | Avg. Fuel cost \$/mmbtu lower by 29% vs Forecast |
| Power Produced (MWHr, estimated) | 110,534 | 148,957 | 31,972 | 125,082 | 109,227 | 146,112 | 155,019 | 119,183 | 82,366 | 0 | 3,997 | 46,589 | 1,079,038 | 1,303,566 | 82.8% | MWHr production higher by 12% vs. Forecast |
| Avg Power Price (\$/MWHr) | 70.51 | 77.17 | 60.02 | 78.22 | 74.97 | 60.42 | 94.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 58.10 | 95.06 | 61.1% | Power Prices lower by 13% vs. Forecast |
| Operations / Variable / LTSA | 147,690 | 169,459 | 141,392 | 878,497 | 148,982 | 81,213 | 1,172,451 | 127,300 | 95,712 | 0 | 26,158 | 562,841 | 3,551,695 | 4,837,398 | 73.4% | |
| Fuel (estimated) | 4,211,170 | 5,569,646 | 991,544 | 5,627,298 | 4,649,538 | 4,594,126 | 8,078,944 | 8,072,739 | 4,092,619 | 0 | 138,631 | 2,601,635 | 48,627,890 | 71,517,913 | 68.0% | |
| AB32 GHG Offset (estimated) | 1,462,153 | 2,030,979 | 462,367 | 1,749,465 | 1,592,739 | 2,148,977 | 2,493,608 | 1,884,884 | 1,359,896 | 0 | 82,729 | 833,152 | 16,100,949 | 13,984,733 | 115.1% | |
| CA ISO Charges (estimated) | 409,783 | 360,351 | 48,887 | 629,428 | 243,996 | 275,215 | 608,147 | 217,509 | 150,319 | 0 | 7,294 | 85,025 | 3,035,954 | 1,363,670 | 222.6% | |
| Routine O&M (Fixed) | 1,364,229 | 1,520,704 | 1,104,923 | 1,292,039 | 1,265,418 | 1,214,385 | 1,068,137 | 1,149,642 | 1,120,800 | 1,354,887 | 1,318,930 | 1,214,093 | 14,988,185 | 14,013,817 | 107.0% | |
| Maintenance / Fixed | 370,865 | 330,257 | 338,399 | 533,479 | 371,163 | 297,764 | 298,959 | 268,500 | 268,500 | 396,582 | 268,500 | 268,500 | 4,011,468 | 3,350,082 | 119.7% | Fixed cost higher by 11% vs. Forecast due to Service and Fire tank inspections |
| Administration | 2,526 | 15,273 | 2,212 | 12,348 | 22,003 | 18,000 | 3,271 | 13,947 | 15,681 | 15,681 | 15,681 | 15,681 | 152,304 | 188,173 | 80.9% | |
| Mandatory Costs | 44,199 | 405,606 | 18,181 | 19,785 | 14,490 | -3,691 | 24,067 | 20,325 | 17,907 | 43,800 | 40,525 | 33,386 | 678,580 | 374,870 | 181.0% | |
| Inventory Stock | 0 | 0 | 0 | 18,118 | 132,665 | 9,129 | 109,059 | 156,346 | 118,188 | 0 | 144,000 | 0 | 687,505 | 500,000 | 0.0% | Cost higher by 67% due to partial parts arrival for inventory |
| Labor | 675,240 | 484,316 | 459,297 | 436,142 | 453,204 | 618,284 | 360,196 | 404,403 | 414,403 | 612,703 | 564,103 | 610,403 | 6,092,694 | 6,167,244 | 98.8% | |
| Insurance | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 145,976 | 1,751,712 | 1,751,712 | 100.0% | |
| Power Management & Settlements | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,423 | 125,424 | 1,505,075 | 1,505,071 | 100.0% | |
| Other Costs | 0 | 13,853 | 15,435 | 768 | 494 | 3,500 | 1,186 | 14,722 | 14,722 | 14,722 | 14,722 | 14,723 | 108,847 | 176,665 | 61.6% | |
| Projects | 218,640 | 180,755 | 243,735 | 222,078 | 258,846 | 284,268 | 271,786 | 255,755 | 248,255 | 1,328,823 | 180,755 | 248,255 | 3,941,952 | 3,912,591 | 100.8% | |
| Maintenance Reserve | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 180,755 | 2,169,061 | 2,169,063 | 100.0% | |
| Operations & Maintenance Projects | 37,885 | 0 | 62,980 | 41,323 | 78,091 | 103,513 | 91,031 | 75,000 | 67,500 | 1,148,068 | 0 | 22,500 | 1,727,891 | 1,698,528 | 101.7% | |
| Capital Projects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 45,000 | 45,000 | 45,000 | 100.0% | |
| A&G | 223,194 | 223,194 | 223,194 | 223,194 | 223,194 | 223,194 | 223,194 | 223,280 | 223,280 | 223,280 | 223,280 | 223,280 | 2,678,757 | 2,679,358 | 100.0% | |
| Administrative & General (Allocated) | 190,458 | 190,458 | 190,458 | 190,458 | 190,458 | 190,458 | 190,458 | 190,498 | 190,498 | 190,498 | 190,498 | 190,498 | 2,285,694 | 2,285,971 | 100.0% | |
| Generation Services Shared | 32,736 | 32,736 | 32,736 | 32,736 | 32,736 | 32,736 | 32,736 | 32,782 | 32,782 | 32,782 | 32,782 | 32,782 | 393,063 | 393,387 | 99.9% | |
| Total O&M Cost | 8,036,859 | 10,055,088 | 3,216,042 | 10,621,999 | 8,382,713 | 8,821,378 | 13,916,267 | 11,931,109 | 7,290,880 | 2,906,990 | 1,977,777 | 5,768,280 | 92,925,383 | 112,309,480 | 82.7% | |
| Debt Service | 2,166,020 | 2,166,020 | 2,166,020 | 2,166,020 | 2,166,020 | 2,166,020 | 2,166,020 | 2,166,350 | 2,166,350 | 2,166,350 | 2,166,350 | 2,166,350 | 25,993,891 | 25,992,239 | 100.0% | |
| Revenues | 7,885,997 | 11,628,566 | 2,044,088 | 9,914,012 | 8,322,394 | 8,942,838 | 14,818,020 | 12,527,332 | 6,537,994 | 0 | 257,110 | 4,233,107 | 87,111,458 | 126,179,301 | 69.0% | |
| ISO Energy Sales (estimated) | 7,793,651 | 11,494,752 | 1,919,044 | 9,783,322 | 8,188,300 | 8,828,351 | 14,686,478 | 12,527,332 | 6,537,994 | 0 | 257,110 | 4,233,107 | 86,249,441 | 123,918,636 | 69.6% | Energy Sales lower by 2% vs. Forecast |
| Other Income | 92,346 | 133,814 | 125,044 | 130,690 | 134,094 | 114,487 | 131,542 | 0 | 0 | 0 | 0 | 0 | 862,017 | 2,260,665 | | |
| Net | (\$2,316,882) | (\$592,542) | (\$3,337,974) | (\$2,874,007) | (\$2,226,339) | (\$2,044,560) | (\$1,264,267) | (\$1,570,128) | (\$2,919,237) | (\$5,073,340) | (\$3,887,017) | (\$3,701,523) | (\$31,807,816) | (\$12,122,418) | Above budget by 162.39% | |



651 Commerce Drive
Roseville, CA 95678

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

LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: March 11, 2024
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended January 31, 2024

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

Cash - At month end cash totaled \$635.

Investments - The carrying value of the LEC's investment portfolio totaled \$39,847,747 at month end. The current market value of the portfolio totaled \$38,874,746.

The overall portfolio had a combined weighted average interest rate of 3.622% with a bond equivalent yield (yield to maturity) of 3.654%. Investments with a maturity greater than one year totaled \$17,734,000. During the month \$9,879,152 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 increased 1 basis point from 5.44% to 5.45% and rates on one year T-Bills decreased 1 basis point from 4.81% to 4.80%.

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

Environmental Analysis

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

Respectfully submitted,

Monty Hanks

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, 2024

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

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

| | CASH | INVESTMENTS | TOTAL | PERCENT | INVESTMENTS at MARKET |
|---------------------------------|---------------|----------------------|----------------------|----------------|----------------------------------|
| MANDATORY FUNDS | | | | | |
| Debt Service Account | \$ 635 | \$ 12,318,944 | \$ 12,319,579 | 30.91% | \$ 12,316,662 |
| Debt Service Reserve | - | 11,499,013 | 11,499,013 | 28.86% | 11,186,705 |
| O & M Reserve | - | 15,858,394 | 15,858,394 | 39.80% | 15,199,983 |
| | 635 | 39,676,351 | 39,676,986 | 99.57% | 38,703,350 |
| ADDITIONAL PROJECT FUNDS | | | | | |
| GHG Cash Account | - | 171,396 | 171,396 | 0.43% | 171,396 |
| Participant Deposit Account | - | - | - | - | - |
| | \$ 635 | \$ 39,847,747 | \$ 39,848,382 | 100.00% | \$ 38,874,746 |

NOTE A -Investment amounts shown at book carrying value.

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

| | RECEIPTS | | | EXPENDITURES | | | CASH |
|---------------------------------|---------------------|----------------------|-------------------------|-----------------------|-------------------------|----------------------------------|--------------------------|
| | OPS/CONSTR | INTEREST (NOTE B) | INVESTMENTS (NOTE A) | OPS/CONSTR | INVESTMENTS (NOTE B) | INTER-COMPANY/ FUND TRANSFERS | INCREASE / (DECREASE) |
| MANDATORY FUNDS | | | | | | | |
| Debt Service Account | \$ 1,296,721 | \$ 2 | \$ 2 | \$ - | \$ (3,203,252) | \$ 1,906,257 | \$ (270) |
| Debt Service Reserve | - | (5,938) | 4,920,680 | (1,296,721) | (6,572,040) | 2,954,020 | 1 |
| O & M Reserve | - | 28,378 | 8,151 | - | (103,060) | 66,532 | 1 |
| | 1,296,721 | 22,442 | 4,928,833 | (1,296,721) | (9,878,352) | 4,926,809 | (268) |
| ADDITIONAL PROJECT FUNDS | | | | | | | |
| GHG Cash Account | - | 800 | - | - | (800) | - | - |
| Participant Deposit Account | - | - | - | - | - | - | - |
| TOTAL | \$ 1,296,721 | \$ 23,242 | \$ 4,928,833 | \$ (1,296,721) | \$ (9,879,152) | \$ 4,926,809 | \$ (268) |

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, 2024

| | | | (NON-CASH) | (NON-CASH) | INVESTMENTS | |
|---------------------------------|---------------------|-----------------------|----------------------|------------------------|-------------|--------------------------|
| | PURCHASED | SOLD OR MATURED | DISC/(PREM) AMORT | GAIN/(LOSS) ON SALE | TRANSFERS | INCREASE / (DECREASE) |
| MANDATORY FUNDS | | | | | | |
| Debt Service Account | \$ 3,203,252 | \$ (2) | \$ 46,881 | \$ - | \$ - | \$ 3,250,131 |
| Debt Service Reserve | 6,572,040 | (4,920,680) | 6,731 | - | - | 1,658,091 |
| O & M Reserve | 103,060 | (8,151) | (452) | - | - | 94,457 |
| | <u>9,878,352</u> | <u>(4,928,833)</u> | <u>53,160</u> | <u>-</u> | <u>-</u> | <u>5,002,679</u> |
| ADDITIONAL PROJECT FUNDS | | | | | | |
| GHG Cash Account | 800 | - | - | - | - | 800 |
| Participant Deposit Acct. | - | - | - | - | - | - |
| TOTAL | <u>\$ 9,879,152</u> | <u>\$ (4,928,833)</u> | <u>\$ 53,160</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 5,003,479</u> |

Less Non- Cash Activity

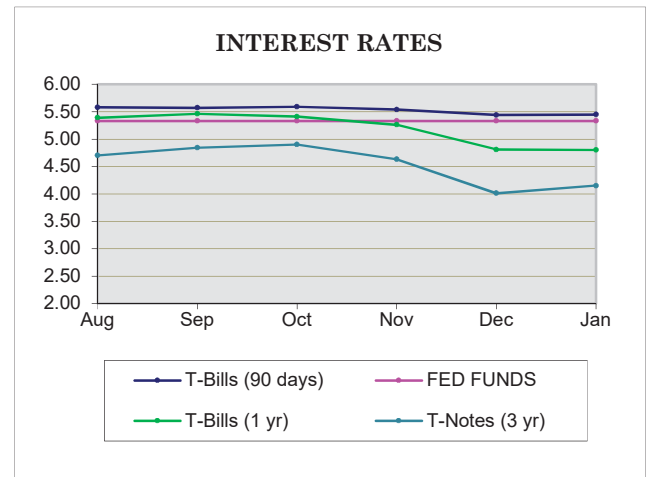
| | |
|---|----------------------------|
| Disc/(Prem) Amortization & Gain/(Loss) on Sale | (53,160) |
| Net Change in Investment –Before Non-Cash Activity | <u><u>\$ 4,950,319</u></u> |

NOTE A -Investment amounts shown at book carrying value.

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

| | WEIGHTED AVERAGE INTEREST RATE | BOND EQUIVALENT YIELD |
|-------------------------|---|--------------------------------------|
| OVERALL COMBINED | 3.622% | 3.654% |
| Debt Service Account | 5.094% | 5.285% |
| Debt Service Reserve | 3.137% | 3.092% |
| O & M Reserve | 2.810% | 2.774% |
| GHG Cash Account | 5.550% | 5.550% |

| KEY INTEREST RATES | | |
|---------------------------|----------------|-----------------------|
| | CURRENT | PRIOR YEAR |
| Fed Funds (Overnight) | 5.33% | 4.33% |
| T-Bills (90da.) | 5.45% | 4.72% |
| Agency Disc (90da.) | 5.26% | 4.69% |
| T-Bills (1yr.) | 4.80% | 4.69% |
| Agency Disc (1yr.) | 4.55% | 4.67% |
| T-Notes (3yr.) | 4.15% | 3.87% |



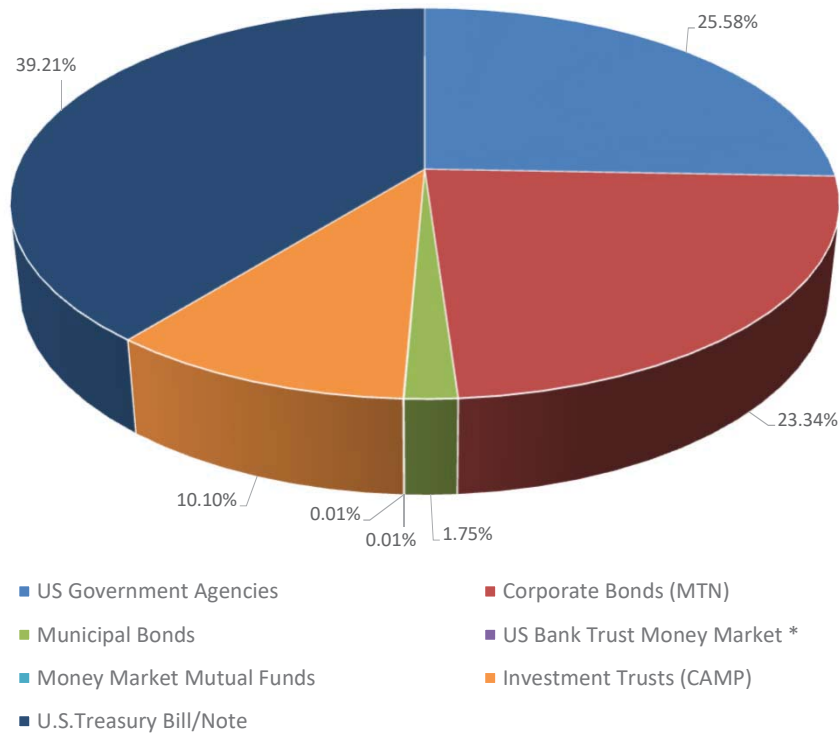
Northern California Power Agency/Lodi Energy Center
Total Portfolio
Liquidity and Investment Maturities Analysis
January 31, 2024

| Type | 0-7 Days | 8-90 Days | 91-180 Days | 181-270 Days | 271-365 Days | 1-5 Years | 6-10 Years | Total | Percent |
|------------------------------|-----------------|--------------|------------------|-----------------|-----------------|------------------|---------------|------------------|----------------|
| US Government Agencies | \$ - | \$ 50 | \$ - | \$ 2,070 | \$ - | \$ 8,141 | \$ - | \$ 10,261 | 25.58% |
| Corporate Bonds (MTN) | - | - | - | - | 465 | 8,893 | - | 9,358 | 23.34% |
| Municipal Bonds | - | - | - | - | - | 700 | - | 700 | 1.75% |
| US Bank Trust Money Market * | 4 | - | - | - | - | - | - | 4 | 0.01% |
| Money Market Mutual Funds | 3 | - | - | - | - | - | - | 3 | 0.01% |
| Investment Trusts (CAMP) | 4,049 | - | - | - | - | - | - | 4,049 | 10.10% |
| U.S.Treasury Bill/Note | - | - | 15,720 | - | - | - | - | 15,720 | 39.21% |
| Total Dollars | \$ 4,056 | \$ 50 | \$ 15,720 | \$ 2,070 | \$ 465 | \$ 17,734 | \$ - | \$ 40,095 | 100.00% |
| Total Percents | 10.12% | 0.12% | 39.21% | 5.16% | 1.16% | 44.23% | 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.

Portfolio Composition



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
01/31/2024

LEC Issue #1 2010B DS Fund

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|-------------------------------|---------------------|---------------------|---------------|---------------|---------------------|---------------|------------------|-------------------|---------------------|-----------|--------------|---------------------|
| US Bank Trust | USB | 807 | 0.010 | | 807 | | 1 | 0.010 | 807 | SYS79004 | 79004 | 807 |
| U.S. Treasury | USBT | 1,323,000 | 5.050 | 01/03/2024 | 1,296,832 | 05/23/2024 | 112 | 5.223 | 1,301,726 | 912797HR1 | 27699 | 1,302,214 |
| U.S. Treasury | USBT | 51,000 | 5.140 | 12/05/2023 | 49,711 | 05/30/2024 | 119 | 5.346 | 50,132 | 912797HS9 | 27679 | 50,133 |
| U.S. Treasury | USBT | 685,000 | 5.010 | 12/29/2023 | 670,415 | 05/30/2024 | 119 | 5.190 | 673,341 | 912797HS9 | 27690 | 673,656 |
| U.S. Treasury | USBT | 473,000 | 5.110 | 01/29/2024 | 464,809 | 05/30/2024 | 119 | 5.272 | 464,950 | 912797HS9 | 27713 | 465,010 |
| Fund Total and Average | | \$ 2,532,807 | 5.051 | | \$ 2,482,574 | | 115 | 5.224 | \$ 2,490,956 | | | \$ 2,491,820 |

LEC Issue #2 2010B DS Fund

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|-------|------------|---------------------|------------|------------|--------------|---------------------|-----------|-------|---------------------|
| US Bank Trust | USB | 822 | 0.010 | | 822 | | 1 | 0.010 | 822 | SYS79012 | 79012 | 822 |
| U.S. Treasury | USBT | 3,262,000 | 5.140 | 12/05/2023 | 3,179,564 | 05/30/2024 | 119 | 5.346 | 3,206,481 | 912797HS9 | 27680 | 3,206,577 |
| U.S. Treasury | USBT | 683,000 | 5.010 | 12/29/2023 | 668,457 | 05/30/2024 | 119 | 5.190 | 671,375 | 912797HS9 | 27691 | 671,689 |
| U.S. Treasury | USBT | 778,000 | 5.110 | 01/29/2024 | 764,527 | 05/30/2024 | 119 | 5.272 | 764,758 | 912797HS9 | 27714 | 764,859 |
| Fund Total and Average | | \$ 4,723,822 | 5.115 | | \$ 4,613,370 | | 119 | 5.311 | \$ 4,643,436 | | | \$ 4,643,947 |

LEC Issue#1 2017A DS Fund

| | | | | | | | | | | | | |
|-------------------------------|------|----------------------|-------|------------|----------------------|------------|------------|--------------|-----------------------|-----------|-------|----------------------|
| U.S. Treasury | USBT | 3,892,000 | 5.110 | 12/06/2023 | 3,794,769 | 05/30/2024 | 119 | 5.313 | 3,825,758 | 912797HS9 | 27683 | 3,826,259 |
| U.S. Treasury | USBT | 691,000 | 5.010 | 12/29/2023 | 676,287 | 05/30/2024 | 119 | 5.190 | 679,239 | 912797HS9 | 27692 | 679,556 |
| U.S. Treasury | USBT | 689,000 | 5.110 | 01/29/2024 | 677,068 | 05/30/2024 | 119 | 5.272 | 677,273 | 912797HS9 | 27715 | 677,362 |
| Fund Total and Average | | \$ 5,272,000 | 5.097 | | \$ 5,148,124 | | 119 | 5.292 | \$ 5,182,270 | | | \$ 5,183,177 |
| GRAND TOTALS: | | \$ 12,528,629 | 5.094 | | \$ 12,244,068 | | 118 | 5.285 | \$ 12,316,662. | | | \$ 12,318,944 |

*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 01/31/2024



Northern California Power Agency

Treasurer's Report

01/31/2024

LEC Issue #1 2010 DSR Fund

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|-----------|--------------|----------------|
| US Bank Trust | USB | 953 | 0.010 | | 953 | | 1 | 0.010 | 953 | SYS79005 | 79005 | 953 |
| Federal Home Loan Ba | USBT | 20,000 | 4.875 | 04/25/2023 | 20,107 | 09/13/2024 | 225 | 4.468 | 19,981 | 3130ATVD6 | 27586 | 20,048 |
| Federal Farm Credit | USBT | 4,430,000 | 0.840 | 03/02/2021 | 4,430,000 | 03/02/2026 | 760 | 0.840 | 4,122,248 | 3133EMSK9 | 27199 | 4,430,000 |
| Federal Home Loan Ba | USBT | 150,000 | 0.875 | 08/27/2021 | 150,528 | 06/12/2026 | 862 | 0.799 | 138,780 | 3130AN4T4 | 27270 | 150,260 |
| U.S. Treasury | USBT | 3,589,000 | 4.375 | 01/03/2024 | 3,618,020 | 12/15/2026 | 1,048 | 4.080 | 3,623,203 | 91282CJP7 | 27700 | 3,617,239 |
| Federal Home Loan Ba | USBT | 120,000 | 4.000 | 07/28/2023 | 118,496 | 06/30/2028 | 1,611 | 4.285 | 120,542 | 3130AWN63 | 27624 | 118,652 |
| U.S. Treasury | USBT | 21,000 | 4.375 | 09/28/2023 | 20,785 | 08/31/2028 | 1,673 | 4.608 | 21,424 | 91282CHX2 | 27647 | 20,800 |
| Fund Total and Average | | \$ 8,330,953 | 2.434 | | \$ 8,358,889 | | 899 | 2.309 | \$ 8,047,131 | | | \$ 8,357,952 |

LEC Iss#1 2010B BABS Subs Resv

| | | | | | | | | | | | | |
|------------------------|------|--------------|-------|------------|--------------|------------|-----|-------|--------------|-----------|-------|--------------|
| US Bank Trust | USB | 435 | 0.010 | | 435 | | 1 | 0.010 | 435 | SYS79006 | 79006 | 435 |
| U.S. Treasury | USBT | 132,000 | 5.140 | 12/05/2023 | 128,664 | 05/30/2024 | 119 | 5.346 | 129,753 | 912797HS9 | 27681 | 129,757 |
| U.S. Treasury | USBT | 2,168,000 | 5.000 | 01/16/2024 | 2,127,350 | 05/30/2024 | 119 | 5.166 | 2,131,101 | 912797HS9 | 27702 | 2,132,168 |
| Fund Total and Average | | \$ 2,300,435 | 5.007 | | \$ 2,256,449 | | 119 | 5.176 | \$ 2,261,289 | | | \$ 2,262,360 |

LEC Issue #2 2010B DSR BABS

| | | | | | | | | | | | | |
|------------------------|------|---------------|-------|------------|---------------|------------|-----|-------|----------------|-----------|-------|---------------|
| US Bank Trust | USB | 484 | 0.010 | | 484 | | 1 | 0.010 | 484 | SYS79013 | 79013 | 484 |
| U.S. Treasury | USBT | 51,000 | 5.140 | 12/05/2023 | 49,711 | 05/30/2024 | 119 | 5.346 | 50,132 | 912797HS9 | 27682 | 50,133 |
| U.S. Treasury | USBT | 842,000 | 5.000 | 01/16/2024 | 826,213 | 05/30/2024 | 119 | 5.166 | 827,669 | 912797HS9 | 27703 | 828,084 |
| Fund Total and Average | | \$ 893,484 | 5.005 | | \$ 876,408 | | 119 | 5.174 | \$ 878,285 | | | \$ 878,701 |
| GRAND TOTALS: | | \$ 11,524,872 | 3.137 | | \$ 11,491,746 | | 686 | 3.092 | \$ 11,186,705. | | | \$ 11,499,013 |

*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 01/31/2024

Callable Dates:

Inv #

27199 FFCB Anytime



Northern California Power Agency
Treasurer's Report
01/31/2024

LEC O & M Reserve

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|-------------------------------|---------------------|----------------------|---------------|---------------|----------------------|---------------|------------------|-------------------|-----------------------|-----------|--------------|----------------------|
| First American Govt. | USBGC | 3,000 | 5.260 | | 3,000 | | 1 | 5.260 | 3,000 | SYS70041 | 70041 | 3,000 |
| California Asset Mgm | CMP | 3,877,682 | 5.550 | 09/09/2022 | 3,877,682 | | 1 | 5.550 | 3,877,682 | SYS70075 | 70075 | 3,877,682 |
| Local Agency Investm | | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70047 | 70047 | 0 |
| Federal Farm Credit | USBGC | 50,000 | 5.125 | 02/28/2023 | 49,991 | 02/28/2024 | 27 | 5.143 | 49,991 | 3133EPCB9 | 27557 | 49,999 |
| Federal Farm Credit | USBGC | 2,050,000 | 5.375 | 09/15/2023 | 2,053,075 | 09/13/2024 | 225 | 5.217 | 2,054,756 | 3133EPVU6 | 27640 | 2,051,907 |
| Caterpillar Financia | USBGC | 465,000 | 3.250 | 02/03/2020 | 496,569 | 12/01/2024 | 304 | 1.776 | 458,495 | 14912L6G1 | 26952 | 470,449 |
| Nashville Met Gov | USBGC | 350,000 | 0.610 | 09/18/2023 | 350,000 | 07/01/2025 | 516 | 0.609 | 330,596 | 592112XC5 | 27645 | 350,000 |
| Nashville Met Gov | USBGC | 150,000 | 0.610 | 09/18/2023 | 150,000 | 07/01/2025 | 516 | 0.609 | 141,723 | 592112XA9 | 27646 | 150,000 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 07/30/2020 | 1,001,000 | 07/29/2025 | 544 | 0.579 | 945,420 | 3136G4D75 | 27047 | 1,000,299 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 08/18/2020 | 1,000,000 | 08/18/2025 | 564 | 0.600 | 940,800 | 3136G4G72 | 27057 | 1,000,000 |
| Federal Farm Credit | USBGC | 750,000 | 0.530 | 09/29/2020 | 750,000 | 09/29/2025 | 606 | 0.530 | 702,945 | 3133EMBH4 | 27083 | 750,000 |
| Federal Farm Credit | USBGC | 670,000 | 0.530 | 09/29/2020 | 670,000 | 09/29/2025 | 606 | 0.530 | 628,045 | 3133EMBJ0 | 27084 | 670,000 |
| Apple Inc. | USBGC | 500,000 | 0.700 | 02/17/2021 | 500,000 | 02/08/2026 | 738 | 0.699 | 464,380 | 037833EB2 | 27170 | 500,000 |
| JP Morgan | USBGC | 500,000 | 1.200 | 04/30/2021 | 500,000 | 04/30/2026 | 819 | 1.200 | 452,325 | 48128G3G3 | 27222 | 500,000 |
| MassMutual Global Fu | USBGC | 1,000,000 | 1.200 | 08/02/2021 | 1,007,220 | 07/16/2026 | 896 | 1.050 | 915,620 | 57629WDE7 | 27250 | 1,003,582 |
| Bank of America Corp | USBGC | 100,000 | 1.250 | 08/26/2021 | 100,000 | 08/26/2026 | 937 | 1.250 | 89,391 | 06048WN22 | 27259 | 100,000 |
| Caterpillar Financia | USBGC | 500,000 | 1.150 | 10/13/2021 | 498,165 | 09/14/2026 | 956 | 1.227 | 459,655 | 14913R2Q9 | 27290 | 499,023 |
| TSMC Arizona Corp. | USBGC | 850,000 | 1.750 | 12/08/2021 | 857,242 | 10/25/2026 | 997 | 1.567 | 785,621 | 872898AA9 | 27335 | 854,056 |
| Public Storage | USBGC | 515,000 | 1.500 | 11/15/2021 | 515,242 | 11/09/2026 | 1,012 | 1.490 | 474,032 | 74460DAG4 | 27310 | 515,135 |
| Public Storage | USBGC | 1,064,000 | 1.500 | 12/08/2021 | 1,065,234 | 11/09/2026 | 1,012 | 1.475 | 979,359 | 74460DAG4 | 27341 | 1,064,696 |
| City of Beverly Hill | USBGC | 200,000 | 1.327 | 06/28/2022 | 179,194 | 06/01/2027 | 1,216 | 3.654 | 179,688 | 088006KB6 | 27424 | 185,918 |
| Mercedes-Benz Fin. N | USBGC | 275,000 | 3.750 | 06/26/2023 | 260,832 | 02/22/2028 | 1,482 | 5.003 | 266,459 | 233851DF8 | 27609 | 262,649 |
| Fund Total and Average | | \$ 15,869,682 | 2.810 | | \$ 15,884,446 | | 514 | 2.774 | \$ 15,199,983 | | | \$ 15,858,395 |
| GRAND TOTALS: | | \$ 15,869,682 | 2.810 | | \$ 15,884,446 | | 514 | 2.774 | \$ 15,199,983. | | | \$ 15,858,395 |

*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 01/31/2024

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 |



Northern California Power Agency
Treasurer's Report
01/31/2024

LEC GHG Auction Acct

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|----------|--------------|----------------|
| California Asset Mgm | CMP | 171,396 | 5.550 | 09/13/2022 | 171,396 | | 1 | 5.550 | 171,396 | SYS70077 | 70077 | 171,396 |
| Local Agency Investm | | 0 | 3.590 | 07/01/2023 | 0 | | 1 | 3.590 | 0 | SYS70046 | 70046 | 0 |
| Fund Total and Average | | \$ 171,396 | 5.550 | | \$ 171,396 | | 1 | 5.550 | \$ 171,396 | | | \$ 171,396 |
| GRAND TOTALS: | | \$ 171,396 | 5.550 | | \$ 171,396 | | 1 | 5.550 | \$ 171,396. | | | \$ 171,396 |

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2024



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

Subject: January 31, 2024 Financial Reports (Unaudited)

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

| | January | |
|--|-----------------------|-----------------------|
| | 2024 | 2023 |
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 171,396 | \$ 719,791 |
| Interest receivable | 66,375 | 21,432 |
| Inventory and supplies - at average cost | 2,620,150 | 2,628,051 |
| Prepaid insurance | 1,047,375 | 1,092,213 |
| Due from (to) Agency, net | 43,585,252 | 71,627,106 |
| TOTAL CURRENT ASSETS | 47,490,548 | 76,088,593 |
| RESTRICTED ASSETS | | |
| Cash and cash equivalents | 3,884,815 | 2,207,031 |
| Investments | 35,792,170 | 33,230,425 |
| Interest receivable | 37,252 | 36,958 |
| TOTAL RESTRICTED ASSETS | 39,714,237 | 35,474,414 |
| ELECTRIC PLANT | | |
| Electric plant in service | 447,596,790 | 447,458,697 |
| Less: accumulated depreciation | (147,241,711) | (132,489,683) |
| TOTAL ELECTRIC PLANT | 300,355,079 | 314,969,014 |
| OTHER ASSETS | | |
| Regulatory assets | 28,586,014 | 29,385,892 |
| TOTAL OTHER ASSETS | 28,586,014 | 29,385,892 |
| TOTAL ASSETS | 416,145,878 | 455,917,913 |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| Unamortized excess cost on advance refunding of debt, net | 317,812 | 659,215 |
| Asset retirement obligations | 202,033 | 195,226 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | 519,845 | 854,441 |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | \$ 416,665,723 | \$ 456,772,354 |

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

| | January | |
|--|-----------------------|-----------------------|
| | 2024 | 2023 |
| LIABILITIES & NET POSITION | | |
| CURRENT LIABILITIES | | |
| Accounts and retentions payable | \$ 8,079,348 | \$ 19,923,494 |
| Operating reserves | 19,695,373 | 13,653,832 |
| Current portion of long-term debt | 14,239,000 | 13,842,676 |
| Accrued interest payable | 2,083,513 | 2,120,245 |
| TOTAL CURRENT LIABILITIES | 44,097,234 | 49,540,247 |
| NON-CURRENT LIABILITIES | | |
| Operating reserves and other deposits | 165,932 | 711,668 |
| Asset retirement obligations | 202,033 | 195,226 |
| Long-term debt, net | 301,709,764 | 315,948,765 |
| TOTAL NON-CURRENT LIABILITIES | 302,077,729 | 316,855,659 |
| TOTAL LIABILITIES | 346,174,963 | 366,395,906 |
| DEFERRED INFLOWS OF RESOURCES | | |
| Regulatory credits | 37,704,900 | 38,817,410 |
| NET POSITION | | |
| Invested in capital assets, net of related debt | (2,102,513) | (1,460,155) |
| Restricted | 9,416,627 | 8,932,767 |
| Unrestricted | 25,471,746 | 44,086,426 |
| TOTAL NET POSITION | 32,785,860 | 51,559,038 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION | \$ 416,665,723 | \$ 456,772,354 |

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

| | | Six Months Ended December | |
|--|----|----------------------------------|--------------------|
| | | 2024 | 2023 |
| SALES FOR RESALE | | | |
| Participants | \$ | 37,690,134 | \$ 40,315,222 |
| Other | | 62,005,665 | 140,308,992 |
| TOTAL SALES FOR RESALE | | 99,695,799 | 180,624,214 |
| OPERATING EXPENSES | | | |
| Operations | | 50,369,948 | 115,998,249 |
| Depreciation & amortization | | 8,257,580 | 8,255,408 |
| Purchased power | | 2,184,798 | 4,856,698 |
| Maintenance | | 3,337,008 | 2,974,294 |
| Administrative and general | | 3,877,571 | 3,271,658 |
| Transmission | | 457,497 | 1,937,219 |
| Intercompany (sales) purchases | | 229,154 | 184,851 |
| TOTAL OPERATING EXPENSES | | 68,713,556 | 137,478,377 |
| NET OPERATING REVENUES | | 30,982,243 | 43,145,837 |
| OTHER REVENUES (EXPENSES) | | | |
| Interest expense | | (7,392,872) | (7,616,035) |
| Interest income | | 2,649,207 | 1,847,515 |
| Other | | 3,402,810 | 7,491,166 |
| TOTAL OTHER REVENUES (EXPENSES) | | (1,340,855) | 1,722,646 |
| FUTURE RECOVERABLE AMOUNTS | | (553,217) | (332,667) |
| REFUNDS TO PARTICIPANTS | | (916,772) | 80,601 |
| INCREASE IN NET POSITION | | 28,171,399 | 44,616,417 |
| NET POSITION | | | |
| Beginning of year | | 4,614,461 | 6,942,621 |
| End of period | \$ | 32,785,860 | \$ 51,559,038 |

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

| | Annual Budget | Actual | Remaining | YTD % Remaining | Notes |
|---|-----------------------|----------------------|-----------------------|--------------------|-------|
| Variable Costs | | | | | |
| Variable | \$ 4,837,398 | \$ 2,728,760 | \$ 2,108,638 | 44% | |
| Fuel & LDC Costs | 71,517,913 | 35,546,093 | 35,971,820 | 50% | |
| GHG Allowance Costs | 13,984,733 | 7,877,340 | 6,107,393 | 44% | |
| CA ISO Charges | 675,245 | 457,497 | 217,748 | 32% | A |
| CA ISO Energy Purchases | 688,425 | 2,184,798 | (1,496,373) | 0% | A |
| Total Variable Costs | 91,703,714 | 48,794,488 | 42,909,226 | 47% | |
| Routine O&M Costs | | | | | |
| Fixed O&M | 3,350,082 | 2,535,915 | 814,167 | 24% | B |
| Administration | 188,173 | 78,323 | 109,850 | 58% | |
| Mandatory Costs | 374,870 | 524,867 | (149,997) | 0% | C |
| Routine O&M Costs without Labor | 4,413,125 | 3,408,076 | 1,005,049 | 23% | |
| Labor | 6,167,244 | 3,486,679 | 2,680,565 | 43% | |
| Total Routine O&M Cost | 10,580,369 | 6,894,755 | 3,685,614 | 35% | |
| Other Plant Costs | | | | | |
| Debt Service | 25,992,239 | 15,162,139 | 10,830,100 | 42% | |
| Insurance | 1,751,712 | 1,021,832 | 729,880 | 42% | |
| Other Costs | 176,665 | 35,236 | 141,429 | 80% | |
| Generation Services Shared | 393,387 | 229,154 | 164,233 | 42% | |
| Administrative & General (Allocated) | 2,285,971 | 1,333,206 | 952,765 | 42% | |
| Power Management Allocated Costs | 1,505,071 | 877,958 | 627,113 | 42% | |
| Total Other Plant Costs | 32,105,045 | 18,659,525 | 13,445,520 | 42% | |
| Total O&M Costs | 134,389,128 | 74,348,768 | 60,040,360 | 45% | |
| Projects | | | | | |
| Operations & Maintenance | 1,698,529 | 414,823 | 1,283,706 | 76% | |
| Capital | 45,000 | - | 45,000 | 100% | |
| Maintenance Reserve | 2,169,063 | 1,265,287 | 903,776 | 42% | |
| Total Projects | 3,912,592 | 1,680,110 | 2,232,482 | 57% | |
| Annual Cost | 138,301,720 | 76,028,878 | 62,272,842 | 45% | |
| Less: Third Party Revenue | | | | | |
| Interest Income | 250,000 | 814,772 | (564,772) | 0% | |
| ISO Energy Sales | 123,918,636 | 61,264,352 | 62,654,284 | 51% | |
| Ancillary Services Sales | 2,010,665 | 741,313 | 1,269,352 | 63% | |
| Other Income | - | 947 | (947) | 0% | |
| | 126,179,301 | 62,821,384 | 63,357,917 | 50% | |
| Net Annual Cost to Participants (without GHG Transfer Credits) | 12,122,419 | 13,207,494 | (1,085,075) | | |
| GHG Allowance Credits | 13,611,634 | 7,877,340 | 5,734,294 | 42% | |
| Net Annual Cost to Participants (with GHG Transfer Credits) | \$ (1,489,215) | \$ 5,330,154 | \$ (6,819,369) | 458% | |
| Total Variable Costs | 91,703,714 | 48,794,488 | 42,909,226 | | |
| Total Fixed Costs | 46,598,006 | 27,234,390 | 19,363,616 | | |
| | \$ 138,301,720 | \$ 76,028,878 | \$ 62,272,842 | | |
| Net Cumulative Generation (MWh) | 1,626,895 | 826,906 | | | |
| Total O&M Cost Per MWh | \$ 82.60 | \$ 89.91 | | | |
| Net Annual Cost Per MWh | \$ (0.92) | \$ 6.45 | | | |
| Net Annual Cost Per KW Month | \$ (0.41) | \$ 1.47 | | | |

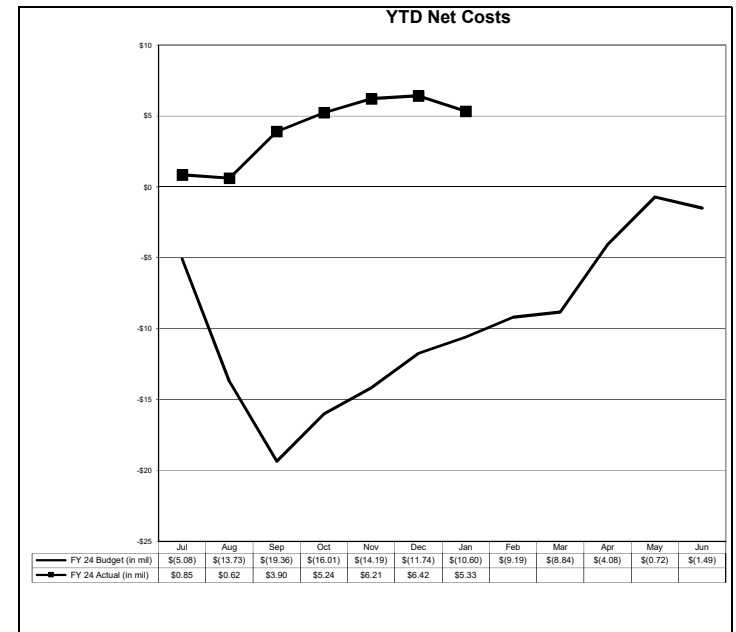
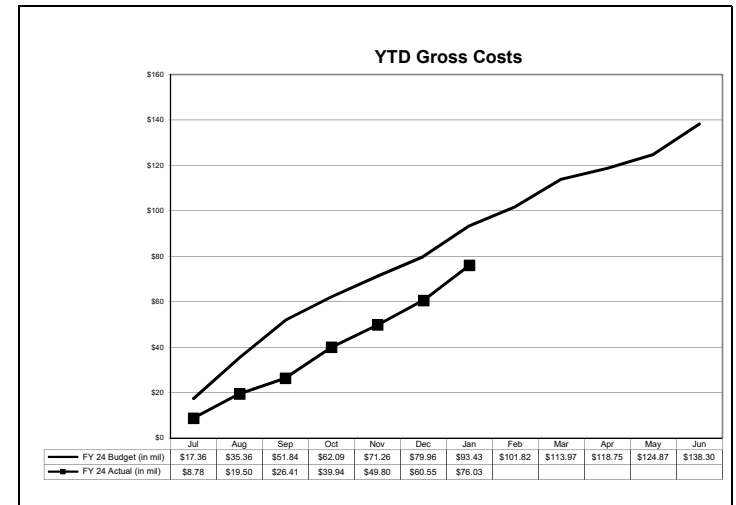
Footnotes:

General - The plant ran 23 out of 31 days during the month due to economics.

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

B - Costs for materials and supplies for annual outage were higher than expected due to supply chain issues.

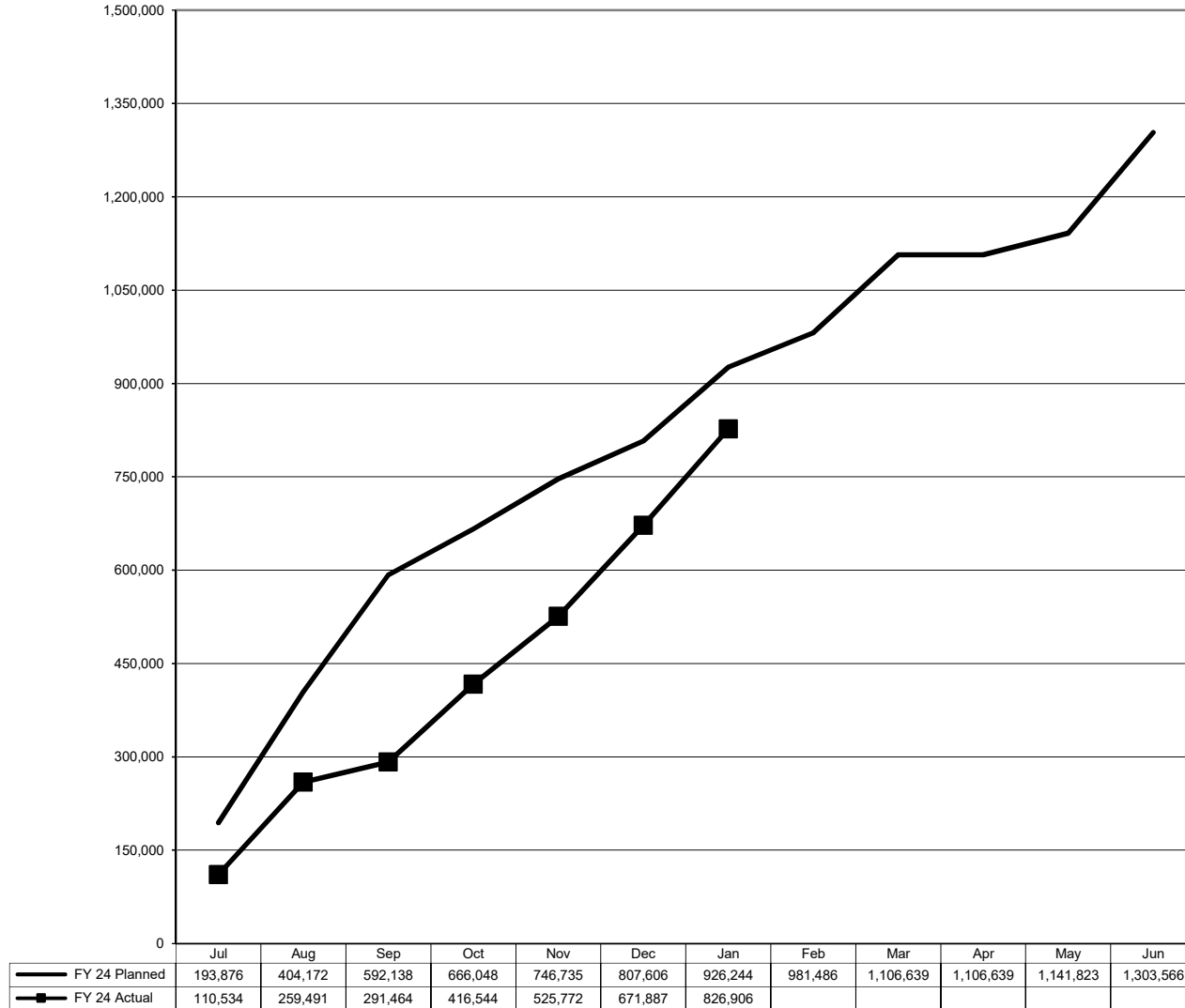
C - Expenditure for annual permit fees, including higher than expected fees to Air Resources Board.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2024

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

| | CY 2024 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center | | | | | | | | | | | | | |
|--|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| | Actual | Estimated | | | | | | | | | | | CY 2024 | Cumulative |
| IDENTIFIER | January | February | March | April | May | June | July | August | September | October | November | December | Total | Total |
| | | | | | | | | | | | | | | |
| Energy (MWh) | 155,019 | 115,348 | 21,015 | 0 | 0 | 10,341 | 0 | 0 | 0 | 0 | 0 | 0 | 301,723 | 12,637,520 |
| Gas Schedule (MMBtu) | 1,076,706 | 895,102 | 163,079 | 0 | 0 | 80,245 | 0 | 0 | 0 | 0 | 0 | 0 | 2,215,132 | 90,848,915 |
| 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) | 58,104 | 48,304 | 8,801 | 0 | 0 | 4,330 | 0 | 0 | 0 | 0 | 0 | 0 | 119,539 | 4,910,713 |
| 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) | 1,326,057 | 1,374,361 | 1,383,162 | 1,383,162 | 1,383,162 | 1,387,492 | 1,387,492 | 1,387,492 | 1,387,492 | 1,387,492 | 1,387,492 | 1,387,492 | 1,387,492 | 1,387,492 |
| | | | | | | | | | | | | | | |
| Compliance Instrument Participant Transfers | | | | | | | | | | | | | | |
| Carryover Allowances | 10,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,000 | 109,263 |
| Auction Allowances | 939 | 294 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,233 | 5,103,753 |
| 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) | 10,939 | 294 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11,233 | 5,213,016 |
| | | | | | | | | | | | | | | |
| NCPA Compliance Instrument Purchases | | | | | | | | | | | | | | |
| Auction Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47,000 |
| Secondary Market Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reserve Sale Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Offsets Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Compliance Instrument NCPA Purchases (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47,000 |
| | | | | | | | | | | | | | | |
| Compliance Instruments Internal Transfers (LEC from/to STIG) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (678) |
| | | | | | | | | | | | | | | |
| Compliance Instruments Surrendered to CARB (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,517,755 |
| | | | | | | | | | | | | | | |
| Total Monthly Activity (MT) | 10,939 | 294 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11,233 | 5,259,338 |
| Cumulative MT Account Balance (MTA) | 1,741,967 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 | 1,742,261 |
| MTA Shortfall (MT) | (415,910) | (367,900) | (359,099) | (359,099) | (359,099) | (354,769) | (354,769) | (354,769) | (354,769) | (354,769) | (354,769) | (354,769) | (354,769) | (354,769) |
| Current Month CCA Balance (\$) | 0 | 0 | 170,596 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 170,596 |
| Monthly GHG Price | 41.40 | 41.23 | 46.53 | 41.64 | 41.85 | 47.23 | 42.32 | 42.53 | 47.98 | 42.93 | 43.12 | 48.76 | | |



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 for requested updates to Modesto Irrigation District.

Background

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

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update designated Contact for Modesto Irrigation District. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

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

Environmental Analysis

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

Recommendation

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

Submitted by:

MICHAEL DEBORTOLI
Assistant General Manager Generation Services

Attachments: (1)
PMOA Schedule 6.00 Contact List

Agreement Schedule 6.00

Contact List

Northern California Power Agency

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

With copies to:

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

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

City of Azusa

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

San Francisco Bay Area Rapid Transit District

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

<mailto:>

Modesto Irrigation District

Modesto Irrigation District
Attn: Martin Caballero, Resource Planning & Development Manager
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-7490
Facsimile: (209) 526-7575
Email: martinc@mid.org

California Department of Water Resources:

Department of Water Resources
Attention: Jorge Quintero, Assistant Division Manager (Power Operations)
1425 River Park Drive, Suite 300
Sacramento, CA 95815
Telephone: (916) 902-7233
Facsimile: N/A
Email: Jorge.quintero@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

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

City of Biggs

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

City of Gridley

City of Gridley
Attn: Jake Carter, Electric Utility Director
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-3631
Facsimile: (530) 846-3229
Email: <mailto:jcarter@gridley.ca.us>

City of Healdsburg

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

City of Lodi

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

City of Lompoc

City of Lompoc
Attn: Brad Wilkie, Utility Director
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001
Telephone: (805) 875-8299 (switchboard)
Facsimile: (805) 875-8399
Email: b_wilkie@ci.lompoc.ca.us

Silicon Valley Power

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

City of Ukiah

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

Power and Water Resources Pooling Authority

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

Subject: Trimark Associates Inc. – Five Year Multi-Task General Services Agreement for Miscellaneous Meter Maintenance, Operations, Data, and Related Design Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with Trimark Associates, Inc. for miscellaneous meter maintenance, operations, data, and related design engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Miscellaneous meter maintenance, operations, data, and related design 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 SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with Uteig Operations, LLC.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Trimark Associates, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TRIMARK ASSOCIATES, 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 Trimark Associates, Inc., a California corporation with its office located at 2365 Iron Point Rd #100, Folsom, CA 95630 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

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

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

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

2.1 Invoices.

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

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

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

All invoices shall be sent to:

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

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

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of 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. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained 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 Cyber Risk Liability. Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$1,000,000, with a self-insured retention or deductible of no more than \$100,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.5 Pollution Insurance. Not Applicable.

4.6 All Policies Requirements.

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

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

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

4.6.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1 and 4.5.5, 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope for General Services.** 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 (together, "Damages") to the proportionate extent such Damages arise out of or are in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the active, sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.2 Scope for Professional Services.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3 Transfer of Title.** Not Applicable.
- 5.4 Limitation of Liability.** Contractor's total aggregate liability under this Agreement shall not exceed one million dollars for all work not covered by the insurance provided in Section 4 of this Agreement. Provided that the foregoing limitations shall not apply with respect to Contractor's Professional Services indemnity obligations or Agency's indemnity obligations hereunder
- 5.5 Consequential Damages.** Other than third party personal injury and property damages where NCPA employees are considered third parties, neither party shall be liable to the other party for any consequential, exemplary, special, indirect, incidental or punitive damages (including any damages on account of lost profits or opportunities or business interruption and the like), whether by statute, in contract, in tort, strict liability, or otherwise, and Agency hereby expressly releases Contractor therefrom.

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. Notwithstanding anything to the contrary, no prior consent shall be required in connection with the assignment or transfer by either Party of this Agreement as a whole, and all of its rights and obligations hereunder, in connection with the sale of all or substantially all of a Party's assets, whether by way of merger, acquisition of stock or assets, consolidation, operation of the law, or the like. Notwithstanding the above, Agency retains the right to terminate this contract with notice as specified in Section 8.1.

- 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 and, following notification of breach from Agency, fails to commence to cure within three (3) business days and continue to diligently cure such breach thereafter, including those set forth in Section 4, Agency's remedies shall be 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. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

- 9.1 Keeping and Status of Records.**

9.1.1 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 ("Agency Records") 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. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.

9.1.2 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.

9.1.3 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.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary,

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

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.

9.2.2 Restricted Use of Confidential Information. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

9.2.3 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 with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement;; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 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 9.2.4.2 or 9.2.4.3. 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:

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

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

([Critical Energy/Electric Infrastructure Information \(CEII\) | Federal Energy Regulatory Commission \(ferc.gov\)](#)),

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

9.2.5 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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

9.2.6.1 Security Breach. Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 Action Upon Unauthorized Disclosure. If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party shall reasonably assist the other party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such party is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

9.3 Cyber Security. Contractor agrees to abide by Agency's CIP-013² policies, processes, and procedures as outlined below for completing the Work. In addition, Contractor takes all responsibility and liability to ensure all Work is free from malicious code. Malicious code means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs. In addition, Contractor shall take all of the following actions.

9.3.1 Notification. Contractor shall notify Agency of Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

²See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2018/05/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)) .

Contractor is required to notify Agency of all identified, threatened, attempted, or successful breaches or vulnerabilities of Contractor's products, software, systems, components, or services. Contractor's notification will also provide Agency with all known mitigations, controls, patches, components Agency can implement to prevent and/or correct the identified breach, issue, or incident.

Contractor shall provide all notifications to:

NCPA Security
Email: support@ncpa.com
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:
Michael DeBortoli, Assistant General Manager
Email: michael.debortoli@ncpa.com

9.3.2 Coordination. Contractor shall coordinate responses to Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

As stated in Section 9.3.1, Contractor is required to notify Agency of any breaches or vulnerabilities related to Contractor's products or services. In the event Contractor's products or services pose a cyber security risk to Agency or otherwise cause a cyber security incident for Agency, Contractor is required to collaborate with Agency to mitigate and correct the cyber security risk, breach or vulnerability.

Contractor shall provide Agency with:

- List of Contractor's specific products or services at risk
- Precautions, mitigations, or controls to minimize risks
- Action plan to correct the risk
- Status reports (if risk is ongoing)
- Final resolution of issue

9.3.3 Remote or Onsite Access. Contractor shall notify Agency when remote or onsite access should no longer be granted to Contractor representatives.

Contractor will notify Agency within 24 hours:

- Contractor's employees, or Contractor's authorized subcontractors no longer require access.
- Contractor's employees, or Contractor's authorized subcontractors are no longer qualified to maintain access.
- Contractor's employees', or Contractor's authorized subcontractors' employment has ended or been terminated.

9.3.4. Disclosure of Vulnerabilities. Contractor shall promptly disclose known vulnerabilities related to the Work provided to Agency.

Contractor will provide Agency with summary documentation describing security breaches in Contractor's products or Contractor's supply chain impacting Agency's BES Cyber System. Contractor will also provide Agency with summary documentation describing any uncorrected security vulnerabilities.

Contractor's disclosure should be made to Agency within 48 hours of identifying the breach or vulnerability. The disclosure should include:

- Summary description of the breach or vulnerability
- Potential impact of the breach or vulnerability
- Root cause
- Corrective actions, compensating controls, mitigations, or other steps Agency should take as a result of the breach or vulnerability

9.3.5 Integrity and Authenticity. Contractor shall verify the integrity and authenticity of all software and patches provided by Contractor for use by Agency.

Contractor agrees to provide Agency with all software and firmware updates to remediate vulnerabilities or weaknesses. Upon execution of this Contract, Contractor will provide Agency with Contractor's patch management and update process and software delivery documentation. The documentation should include a description of how Agency will verify the authenticity of software and validate the integrity of all patches provided by Contractor.

Contractor will also provide Agency with Contractor's schedule for releasing software and patch updates. Contractor will provide Agency with instructions for applying, validating, and testing the updates and patches.

- 9.3.6 Access Controls.** Contractor shall coordinate controls with Agency for (a) Contractor-initiated interactive remote access, and (b) system to system remote access.

If Contractor uses remote access, Contractor will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Contractor agrees to use individual user accounts to limit access and permissions. Contractor also agrees to maintain Contractor's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Contractor and Contractor's employees agree to not disclose or share account credentials, passwords, or established connections.

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

Without limiting the generality of the foregoing, Contractor 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; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Contractor 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.

Except for the express limited warranties set forth in in this Section, to the maximum extent permitted by applicable law, Contractor (a) provides the Work without any warranty of any kind, express, implied or statutory, and (b) on behalf of itself and its third party suppliers expressly excludes and disclaims any implied warranty of merchantability, fitness for any particular purpose, or non-infringement and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.

- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. In the event of a defect, Agency shall provide clear access to the Work at the installation site; provided, however, that Contractor shall be responsible for any cost related to uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform its warranty obligations.

- 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 Assistant General Manager, Generation Services or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Tom Short
Vice President of Consulting & Client Relations
Trimark Associates, Inc.
2365 Iron Point Rd #100
Folsom, CA 95630

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

TRIMARK ASSOCIATES, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

MARK MOROSKY, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Trimark Associates, Inc. ("Contractor") shall provide miscellaneous meter maintenance, operations, data, and related design engineering services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

The services shall include, but not be limited, to the following:

Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, and other meter-related equipment
- Engineering, design, commissioning, and certification of meters
- Meter reading, validation, presentation of customers meter data and transmittal of data to the CAISO
- Meter related Network Communication Troubleshooting services, including remote network or on-site support to troubleshoot equipment

Miscellaneous Services

- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Project management
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Micro Grid Management
- Material/Hardware Only Purchases

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

EXHIBIT B

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:



Trimark Labor Rate Sheet (2023)

| Trimark Labor Rates – 2023 | | | |
|--------------------------------|--|-----------------|----------------------|
| Billing Class | Hourly Rate (USD) | | Emergency Rate (USD) |
| 3rd Party Programmer/Installer | \$225.00 | | \$450.00 |
| Accountant | \$125.00 | | \$250.00 |
| Admin Assistant | \$95.00 | | \$190.00 |
| Business Development | \$175.00 | | \$350.00 |
| Data Analyst | \$145.00 | | \$290.00 |
| Design Engineer | \$165.00 | | \$330.00 |
| Director | \$310.00 | | \$620.00 |
| Executive | \$350.00 | | \$700.00 |
| Field Technician | \$140.00 | | \$280.00 |
| Financial Analyst | \$195.00 | | \$390.00 |
| Information Technology | \$190.00 | | \$380.00 |
| Manager | \$200.00 | | \$400.00 |
| Meter CAISO | \$300.00 | | \$600.00 |
| Meter Engineer | \$325.00 | | \$650.00 |
| Meter Non-CAISO | \$250.00 | | \$500.00 |
| Network Security Engineer | \$195.00 | | \$390.00 |
| Power Engineer | \$195.00 | | \$390.00 |
| Production Specialist | \$105.00 | | \$210.00 |
| Project Manager | \$190.00 | | \$380.00 |
| Scada Engineer | \$190.00 | | \$380.00 |
| Senior Manager | \$225.00 | | \$450.00 |
| Software Developer | \$195.00 | | \$390.00 |
| TOC Administration | \$95.00 | | \$190.00 |
| TOC Technical Staff | \$145.00 | | \$290.00 |
| Expenses | Out-of-Pocket Expenses | Cost + 12% | |
| | Travel (mileage) per IRS rate | \$ 0.585 / mile | |
| | Travel labor time (75% of hourly rate) | | |

Upon 30 days advance notice and no more than once each year, Trimark Associates, Inc. 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.

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

Trimark Associates, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – NOT APPLICABLE

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

Subject: Ulteig Operations, LLC – Five Year Multi-Task General Services Agreement for Miscellaneous Meter Maintenance, Operations, Data, and Related Design Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with Ulteig Operations, LLC for miscellaneous meter maintenance, operations, data, and related design engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Miscellaneous meter maintenance, operations, data, and related design 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 SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has an agreement in place for similar services with Trimark Associates, Inc..

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Ulteig Operations, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ULTEIG OPERATIONS, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Ulteig Operations, LLC, on behalf of its licensed subsidiaries and affiliates a North Dakota Limited Liability Company, with its office located at 3350 38th Ave S • Fargo, ND 58104 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform 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, or to Agency Members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that

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

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

2.1 Invoices.

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

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

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

All invoices shall be sent to:

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

2.2 Monthly Payment. Agency shall make payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. Agency

shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

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

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

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

- 4.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of 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. 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. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. 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 Cyber Risk Liability. Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$5,000,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.5 Pollution Insurance. Not Applicable.

4.6 All Policies Requirements.

- 4.6.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.45, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.6.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.6.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.6.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.6.1 and 4.6.5, naming the specific Agency member for which the Work is to be performed.
- 4.6.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION; LIMITATION OF LIABILITY; 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 for General Services. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all third party claims, for avoidance of doubt Agency employees are third parties for purposes of these indemnity obligations, to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.3 Scope for Professional Services. For services including those provided by licensed architects, licensed engineers, licensed landscape architects, and/or licensed land surveyors, Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any third party, for avoidance of doubt Agency employees are third parties for purposes of these indemnity obligations, claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.4 Transfer of Title. Not Applicable.

5. Limitation of Liability. To the extent permitted by law, in no event will either party be liable for any indirect, incidental, special, consequential, exemplary or punitive damages. To the extent permitted by applicable law, and notwithstanding anything to the contrary in this agreement, each party's total aggregate liability arising out of or in connection with this Agreement for all claims of any kind will not exceed the amounts specified as minimum insurance levels in Section 4 of this agreement.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the

Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. Not applicable.

6.6 Maintenance Labor Agreement. 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. If there are no outstanding Purchase Orders and/or on going Work, Contractor may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice.

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 Agency Records or documents (as defined 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** If Agency had paid Contractor for the incomplete Work, Contractor will refund only that amount to the Agency.

Section 9. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

9.1 Keeping and Status of Records.

- 9.1.1 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 ("Agency Records") 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. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.
- 9.1.2 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.

9.1.3 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.

9.2 Confidential Information and Disclosure.

9.2.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)¹, proprietary, 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.

9.2.2 Restricted Use of Confidential Information. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

([Critical Energy/Electric Infrastructure Information \(CEII\) | Federal Energy Regulatory Commission \(ferc.gov\)](https://www.ferc.gov/critical-energy-electric-infrastructure-information-ceii)),

9.2.3 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 with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement;; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 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 9.2.4.2 or 9.2.4.3. 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:

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

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

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

9.2.5 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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

9.2.6.1 Security Breach. Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information

or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 Action Upon Unauthorized Disclosure. If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party shall reasonably assist the other party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it or if such part is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

9.3 Cyber Security. Contractor agrees to abide by Agency's CIP-013² policies, processes, and procedures as outlined below for completing the Work. In addition, Contractor takes all responsibility and liability to ensure all Work is free from malicious code. Malicious code means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs. In addition, Contractor shall take all of the following actions.

9.3.1 Notification. Contractor shall notify Agency of Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

Contractor is required to notify Agency of all identified, threatened, attempted, or successful breaches or vulnerabilities of Contractor's products, software, systems, components, or services. Contractor's notification will also provide Agency with all known mitigations, controls, patches, components Agency can implement to prevent and/or correct the identified breach, issue, or incident.

Contractor shall provide all notifications to:

NCPA Security
Email: support@ncpa.com
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

²See North American Transmission Forum, NATF CIP 013 Implementation Guidance; Supply Chain Risk Management Plans (available at [natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf](https://www.natf.org/wp-content/uploads/2018/07/natf-cip-013-implementation-guidance-supply-chain-risk-management-plans.pdf)).

Assistant General Manager Michael DeBortoli
Email: michael.debortoli@ncpa.com

9.3.2 Coordination. Contractor shall coordinate responses to Contractor-identified incidents related to the Work provided to Agency that pose cyber security risk to Agency.

As stated in Section 9.3.1, Contractor is required to notify Agency of any breaches or vulnerabilities related to Contractor's products or services. In the event Contractor's products or services pose a cyber security risk to Agency or otherwise cause a cyber security incident for Agency, Contractor is required to collaborate with Agency to mitigate and correct the cyber security risk, breach or vulnerability.

Contractor shall provide Agency with:

- List of Contractor's specific products or services at risk
- Precautions, mitigations, or controls to minimize risks
- Action plan to correct the risk
- Status reports (if risk is ongoing)
- Final resolution of issue

9.3.3 Remote or Onsite Access. Contractor shall notify Agency when remote or onsite access should no longer be granted to Contractor representatives.

Contractor will notify Agency within 24 hours:

- Contractor's employees, or Contractor's authorized subcontractors no longer require access.
- Contractor's employees, or Contractor's authorized subcontractors are no longer qualified to maintain access.
- Contractor's employees', or Contractor's authorized subcontractors' employment has ended or been terminated.

9.3.4. Disclosure of Vulnerabilities. Contractor shall promptly disclose known vulnerabilities related to the Work provided to Agency.

Contractor will provide Agency with summary documentation describing security breaches in Contractor's products or Contractor's supply chain impacting Agency's BES Cyber System. Contractor will also provide

Agency with summary documentation describing any uncorrected security vulnerabilities.

Contractor's disclosure should be made to Agency within 48 hours of identifying the breach or vulnerability. The disclosure should include:

- Summary description of the breach or vulnerability
- Potential impact of the breach or vulnerability
- Root cause
- Corrective actions, compensating controls, mitigations, or other steps Agency should take as a result of the breach or vulnerability

9.3.5 Integrity and Authenticity. Contractor shall verify the integrity and authenticity of all software and patches provided by Contractor for use by Agency.

Contractor agrees to provide Agency with all software and firmware updates to remediate vulnerabilities or weaknesses. Upon execution of this Contract, Contractor will provide Agency with Contractor's patch management and update process and software delivery documentation. The documentation should include a description of how Agency will verify the authenticity of software and validate the integrity of all patches provided by Contractor.

Contractor will also provide Agency with Contractor's schedule for releasing software and patch updates. Contractor will provide Agency with instructions for applying, validating, and testing the updates and patches.

9.3.6 Access Controls. Contractor shall coordinate controls with Agency for (a) Contractor-initiated interactive remote access, and (b) system to system remote access.

If Contractor uses remote access, Contractor will provide Agency with the IP addresses, ports, and minimum privileges required to perform remote access services. Contractor agrees to use individual user accounts to limit access and permissions. Contractor also agrees to maintain Contractor's IT assets connecting to Agency's network with current updates to remediate vulnerabilities or weaknesses. Contractor and Contractor's employees agree to not disclose or share account credentials, passwords, or established connections.

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.

- 11.1.1 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.
- 11.1.2 Contractor Warranties for Material or Hardware Purchases.** Contractor warrants or will provide warranties from the manufacturer that all Goods are new,

of good quality and workmanship, are free from defects, are suitably safe and sufficient for the purposes for which they are normally used, and are not subject to any liens and encumbrances. Contractor shall provide all Goods in accordance with prudent electrical utility standards and in accordance with all applicable engineering, construction and other codes and standards, 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.

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, except to the extent such defects or inaccuracies are attributable to deficiencies in Agency-furnished information.

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 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 Assistant General Manager, Generation Services or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Ulteig Operations, LLC
3350 38th Ave South
Fargo, ND 58104
Attention: Legal Department

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ULTEIG OPERATIONS, LLC

Date_____

Date_____

RANDY S. HOWARD,
General Manager

JOE BUTTERFIELD,
Associate Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Ulteig Operations, LLC ("Contractor") shall provide meter maintenance, operations, and data services and miscellaneous design engineering services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, or its Members.

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

Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, and other meter-related equipment
- Engineering, design, commissioning, and certification of meters
- Meter reading, validation, presentation of customers meter data and transmittal of data to the CAISO
- Meter related Network Communication Troubleshooting services, including remote network or on-site support to troubleshoot equipment

Substation, Transmission, and Distribution Engineering & Design Services

- Substation Physical Security Design
- Protective Relay Settings Development
- Ground Grid Studies
- Electrical Controls
- Structural Analysis
- Undergrounding Design
- Interconnection
- NERC Studies
- Transmission Planning
- Protection/Basic Sectionalizing Design
- Sizing Transformers and Conductors
- Material Coordination
- Underground Line Design and Subdivision Layout
- Overhead/Pole-Line Structure Design and Layout
- System Hardening

Environmental Services

- Desktop & Field Analysis
- NEPA
- Permitting
- GIS

Asset Management Services

- Technology Evaluation
- Data Sharing & Integration
- Asset Optimization Services

- Analysis, Reporting & Planning

Planning & Studies

- NERC / ISO Compliance
- Grid Modernization
- Power System Studies
- System Reliability
- DER (Distributed Energy Resource) Impact Analysis
- Renewables
- Balance of Plant
- Energy Storage

Miscellaneous Services

- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services (not to include remote control of utility field equipment)
- Project management
- Network architecture and security support services
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

EXHIBIT B

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:



We listen. We solve.™

2024 Hourly Rate Schedule for Ulteig Engineers, Inc.* Effective January 1, 2024

| Engineer | | Survey | |
|--|----------|-------------------------------------|----------|
| Engineering Intern | \$132.00 | Survey Technician Intern | \$95.00 |
| Graduate Engineer | \$160.00 | Survey Technician | \$115.00 |
| Design Engineer | \$190.00 | Lead Survey Technician | \$136.00 |
| Engineer | \$216.00 | Senior Survey Technician | \$153.00 |
| Lead Engineer | \$229.00 | Survey Crew Chief | \$145.00 |
| Senior Engineer | \$250.00 | Land Surveyor-in-Training | \$160.00 |
| Principal Engineer | \$260.00 | Land Surveyor | \$172.00 |
| Drafter & Technician | | Lead Land Surveyor | \$182.00 |
| CADD/BIM Technician Intern | \$105.00 | Senior Land Surveyor | \$221.00 |
| CADD/BIM Technician I | \$126.00 | Principal Land Surveyor | \$259.00 |
| CADD/BIM Technician II | \$137.00 | Distribution Field Design | |
| BIM/CADD Lead | \$156.00 | Distribution Designer I | \$108.00 |
| Senior BIM/CADD Lead | \$167.00 | Distribution Designer II | \$126.00 |
| (BIM) Engineering Technician | \$156.00 | Distribution Designer III | \$136.00 |
| (BIM) Designer | \$167.00 | Distribution Designer IV | \$162.00 |
| Lead (BIM) Designer | \$189.00 | Distribution Design Manager | \$194.00 |
| Senior (BIM) Designer | \$225.00 | Construction Management | |
| Metering | | Construction Inspector I | \$140.00 |
| Meter Technician I | \$168.00 | Construction Inspector II | \$150.00 |
| Meter Technician II | \$212.00 | Construction Inspector III | \$160.00 |
| Meter Inspector | \$240.00 | Construction Manager | \$186.00 |
| Lead Meter Inspector | \$254.00 | Senior Construction Manager | \$213.00 |
| Senior Meter Inspector | \$269.00 | Planning & Environmental | |
| Meter Engineer | \$240.00 | Environmental Intern | \$100.00 |
| Lead Meter Engineer | \$253.00 | Environmental Technician | \$111.00 |
| Senior Meter Engineer | \$276.00 | Environmental Specialist | \$150.00 |
| Principal Meter Engineer | \$288.00 | Lead Environmental Specialist | \$180.00 |
| Meter Project Manager | \$218.00 | Senior Environmental Specialist | \$214.00 |
| Senior Meter Project Manager | \$239.00 | Principal Environmental Specialist | \$256.00 |
| Metering Program Manager | \$280.00 | Data Scientist | \$136.00 |
| OT Network & Systems Administration | | Lead Data Scientist | \$186.00 |
| OT Network & Systems Administrator I | \$115.00 | Senior Data Scientist | \$204.00 |
| OT Network & Systems Administrator II | \$137.00 | Planner | \$142.00 |

| | | | |
|---|----------|----------------------------------|----------|
| OT Network & Systems Administrator III | \$155.00 | Lead Planner | \$166.00 |
| Lead OT Network & Systems Administrator | \$164.00 | Senior Planner | \$229.00 |
| Senior OT Network & Systems Administrator | \$188.00 | Archeologist Intern | \$80.00 |
| OT Network Architect | \$198.00 | Archeologist Technician | \$95.00 |
| System Protection | | Archeologist | \$120.00 |
| System Protection Engineer | \$226.00 | Lead Archeologist | \$145.00 |
| Lead System Protection Engineer | \$240.00 | Senior Archeologist | \$190.00 |
| Senior System Protection Engineer | \$260.00 | Principal Archeologist | \$215.00 |
| Principal System Protection Engineer | \$270.00 | GIS | |
| Systems Integrators | | GIS Technician | \$125.00 |
| Systems Integration Intern | \$110.00 | GIS Analyst | \$153.00 |
| Systems Integrator I | \$126.00 | Lead GIS Analyst | \$176.00 |
| Systems Integrator II | \$143.00 | Senior GIS Analyst | \$186.00 |
| Systems Integrator III | \$162.00 | Right-of-Way | |
| Lead Systems Integrator | \$172.00 | Right-of-Way Document Specialist | \$105.00 |
| Senior Systems Integrator | \$196.00 | Right-of-Way Specialist I | \$122.00 |
| Project Management | | Right-of-Way Specialist II | \$139.00 |
| Project Coordinator | \$139.00 | Lead Right-of-Way Specialist | \$155.00 |
| Senior Project Coordinator | \$150.00 | Senior Right-of-Way Specialist | \$177.00 |
| Project Analyst | \$163.00 | Right-of-Way Manager | \$248.00 |
| Senior Project Analyst | \$180.00 | Specialized Solutions | |
| Project Controls Specialist | \$190.00 | Studies Engineer | \$235.00 |
| Senior Project Controls Specialist | \$216.00 | Lead Studies Engineer | \$250.00 |
| Associate Project Manager | \$162.00 | Senior Studies Engineer | \$270.00 |
| Project Manager | \$200.00 | Financial Analyst | \$168.00 |
| Senior Project Manager | \$236.00 | Senior Consultant | \$300.00 |
| Program Manager | \$246.00 | Other Classifications | |
| Senior Program Manager | \$259.00 | Clerical | \$64.00 |
| | | Staff Support | \$92.00 |
| | | Principal | \$260.00 |

| Reimbursable Expenses | | | |
|--------------------------------------|--|----------------------------------|--------------|
| Subcontractors/Subconsultants | Cost plus 15% | Pipeline Locator | \$20.00/hour |
| Survey Vehicle | \$0.75/mile | GPS Rover (1 unit & controller) | \$28.00/hour |
| Car/Pickup | IRS Rate/mile | GPS Rover (2 units & controller) | \$49.00/hour |
| Utility Vehicle | \$205.00/day | Robotic Total Station | \$39.00/hour |
| Drone, Scanning, Remote Sensing | \$80.00/hour | Staking: | |
| Relay Testing Equipment | \$120.00/day | Hubs | \$0.95/each |
| Grounding Testing Equipment | \$250.00/day | Lath | \$1.40/each |
| Power Quality Meter (Daily) | \$60.00/day | Posts | \$5.00/each |
| Power Quality Meter (Monthly) | \$1200.00/month | Rebar | \$1.50/each |
| Meals (Per Diem) | \$65.00/day | Rebar with Caps | \$2.00/each |
| Travel and Other Misc. Out-of-Pocket | Cost | Section Corner Monuments | \$6.00/each |
| Miscellaneous Project Hardware | Cost plus 10% | | |
| Ulteig Owned CT Analyzer | \$1,000/week (5 days) or \$250/day plus shipping costs | | |
| Ulteig Owned Test Set | \$1,000/week (5 days) or \$250/day plus shipping costs | | |

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

* Includes its licensed subsidiaries and affiliates

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Ulteig Operations LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

EXHIBIT E – NOT APPLICABLE



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Meeting Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

Subject: GEI Consultants, Inc. – Five Year Multi-Task Professional 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 Multi-Task Professional Services Agreement with GEI Consultants, Inc. for dam safety and structural engineering related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Dam safety and structural engineering related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with AECOM Technical Services, Condor Earth, HDR Engineering, and Mead & Hunt, Inc.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$5,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Professional Agreement with GEI Consultants, Inc.



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GEI CONSULTANTS, 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 GEI Consultants, Inc., CA, a corporation with its office located at 180 Grand Avenue, Suite 950, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2024 ("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 FIVE MILLION** dollars (\$5,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify 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 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.

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

Alberto Pujol, Sr. Vice President
GEI Consultants, Inc.
180 Grand Avenue, Suite 950
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

GEI CONSULTANTS, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ALBERTO PUJOL,
Senior Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

GEI Consultants, Inc. ("Consultant") shall provide dam safety and structural engineering related services as requested by Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Dam Safety engineering in accordance with 18 CFR12D;
- Geology, hydrology, hydraulics, geotechnical and structural engineering; and
- Preparation of signed stamped construction documents.

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:

FEE SCHEDULE AND PAYMENT TERMS



FEE SCHEDULE

| <u>Personnel Category</u> | <u>Hourly Billing Rate</u> <u>\$ per hour</u> |
|--|--|
| Staff Professional – Grade 1 | \$ 147 |
| Staff Professional – Grade 2 | \$ 162 |
| Project Professional – Grade 3 | \$ 177 |
| Project Professional – Grade 4 | \$ 199 |
| Senior Professional – Grade 5 | \$ 235 |
| Senior Professional – Grade 6 | \$ 267 |
| Senior Professional – Grade 7 | \$ 318 |
| Senior Consultant – Grade 8 | \$ 356 |
| Senior Consultant – Grade 9 | \$ 434 |
| Senior Principal – Grade 10 | \$ 434 |
| ----- | |
| Senior Drafter and Designer | \$ 177 |
| Drafter / Designer and Senior Technician | \$ 162 |
| Field Professional | \$ 133 |
| Technician, Word Processor, Administrative Staff | \$ 132 |
| <u>Office Aide</u> | <u>\$ 103</u> |

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend into the next calendar year. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates - GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

2024 Fee Schedule

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit) (Title)

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

GEI Consultants, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Meeting Date: March 11, 2024

To: Lodi Energy Center Project Participant Committee

Subject: PME Babbitt Bearings – Second Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities.

Proposal

Approve the Second Amendment to Multi-Task General Services Agreement with PME Babbitt Bearings for off-site maintenance and labor services at its facility located in Minden, Nevada, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$235,000 to \$750,000 for continued use at any facilities owned and/or operated by NCPA.

Background

Off-site maintenance and labor services at its facility located in Minden, Nevada 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 PME Babbitt Bearings effective June 24, 2020 for an amount not to exceed \$95,000, for use at any facilities owned and/or operated by NCPA.

This agreement has been used extensively by the Geothermal facility to provide casting and machining babbitt and re-babbitt of bearings, and this agreement is now running low on funds. To ensure sufficient funds are available for the remainder of the contract term, this amendment will increase the not to exceed amount from \$235,000 to \$750,000 for continued use at any facilities owned and/or operated by NCPA.

NCPA has agreements in place for similar services with TCB Industrial, 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 \$235,000 to \$750,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (3)

- Multi-Task General Services Agreement with PME Babbitt Bearings
- First Amendment to Multi-Task General Services Agreement with PME Babbitt Bearings
- Second Amendment to Multi-Task General Services Agreement with PME Babbitt Bearings



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND PME BABBITT BEARINGS**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and PME Babbitt Bearings ("Contractor") (collectively referred to as "the Parties") as of October 3, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 24, 2020, (the "Agreement") for PME Babbitt Bearings to provide off-site maintenance and labor services at its facility located in Minden, Nevada, as requested by Northern California Power Agency ("Agency"). Contractor does not have any facility located in California; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; 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 \$95,000 to a "NOT TO EXCEED" amount of \$235,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED THIRTY-FIVE THOUSAND** dollars (\$235,000) 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. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: Oct 3, 2023

NORTHERN CALIFORNIA POWER AGENCY

Randy S Howard
Randy S Howard (Oct 3, 2023 08:11 PDT)

RANDY S. HOWARD, General Manager

Date: Oct 2, 2023

PME BABBITT BEARINGS

Christopher Walter
christopher walter (Oct 2, 2023 18:59 EDT)

CHRISTOPHER WALTER, President

Attest:

Trisha Zimmer
Trisha Zimmer (Oct 3, 2023 08:26 PDT)

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023

Final Audit Report


2023-10-02


| | |
|-----------------|--|
| Created: | 2023-10-02 |
| By: | Michelle Schellentrager (Michelle.Schellentrager@ncpa.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAhe8FihvLxYQNgXrqQ2HzS_ox7nXqK9gE |

"PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023" History

 Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
2023-10-02 - 7:53:44 PM GMT - IP address: 66.60.185.199

 Document emailed to christopher walter (chris@pmebearings.com) for signature
2023-10-02 - 7:54:37 PM GMT

 Email viewed by christopher walter (chris@pmebearings.com)
2023-10-02 - 10:59:16 PM GMT - IP address: 35.131.18.178

 Document e-signed by christopher walter (chris@pmebearings.com)
Signature Date: 2023-10-02 - 10:59:54 PM GMT - Time Source: server- IP address: 35.131.18.178

 Agreement completed.
2023-10-02 - 10:59:54 PM GMT

PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023


Final Audit Report

2023-10-03


| | |
|-----------------|--|
| Created: | 2023-10-03 |
| By: | Michelle Schellentrager (Michelle.Schellentrager@ncpa.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_RaDmc9zQwJOnI9YHkpaQG3EzeUKeQwf |


"PME_Babbitt_Bearings_First_Amendment_to_MTGSA_2023" History


 Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
2023-10-03 - 2:40:16 PM GMT- IP address: 66.60.185.199

 Document emailed to randy.howard@ncpa.com for signature
2023-10-03 - 2:41:02 PM GMT

 Email viewed by randy.howard@ncpa.com
2023-10-03 - 3:10:56 PM GMT- IP address: 104.220.93.66


 Signer randy.howard@ncpa.com entered name at signing as Randy S Howard
2023-10-03 - 3:11:30 PM GMT- IP address: 104.220.93.66

 Document e-signed by Randy S Howard (randy.howard@ncpa.com)
Signature Date: 2023-10-03 - 3:11:32 PM GMT - Time Source: server- IP address: 104.220.93.66

 Document emailed to Trisha Zimmer (trisha.zimmer@ncpa.com) for signature
2023-10-03 - 3:11:33 PM GMT

 Email viewed by Trisha Zimmer (trisha.zimmer@ncpa.com)
2023-10-03 - 3:25:39 PM GMT- IP address: 73.12.140.192

 Document e-signed by Trisha Zimmer (trisha.zimmer@ncpa.com)
Signature Date: 2023-10-03 - 3:26:20 PM GMT - Time Source: server- IP address: 73.12.140.192

 Agreement completed.
2023-10-03 - 3:26:20 PM GMT



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PME BABBITT BEARINGS**

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 PME Babbitt Bearings, a corporation with its office located at 2551 Nowlin Road, Minden, NV 89423 ("Contractor") (together sometimes referred to as the "Parties") as of June 24, 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 reasonable discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, within 5 days of 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** ninety five thousand dollars (\$95,000) 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. 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. 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.
- 5.3 Limitation of Liability.** Contractor's total aggregate liability for damages arising from any cause or action whatsoever shall be limited to the applicable policy limit amounts detailed in Section 4 above, as long as Contractor maintains in effect and applicability the required insurance, including but not limited to the amounts, deductibles, and scope referenced herein.

Section 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to

Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

Section 7. LEGAL REQUIREMENTS.

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

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

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 for a period of 18 months.

- 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; provided that Contractor first be given 10 days opportunity to cure;

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 if Contractor does not cure the deficiency within 10 days of receipt of written notice; and/or

8.4.4 Charge Contractor the difference between the reasonable costs to complete the Work that is unfinished at the time of failure to cure the 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. Notwithstanding any provision of this Agreement to the contrary, any routines, libraries, tools, methodologies, processes or technologies created, adapted or used by Contractor in its business generally, including all associated intellectual property rights (collectively, the "Contractor Development Tools") shall be and remain the sole property of Contractor, and Agency shall have no interest in or claim to such Contractor Development Tools except as necessary to exercise its rights in the goods or services provided hereunder.

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.** , Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the one (1) year period following completion of the Work, 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. Section 11.2 is Agency's sole and exclusive remedy for deficiencies in Work.
- 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:

Christopher Walter, President

PME Babbitt Bearings
2551 Nowlin Road
Minden, NV 89423

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.

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

NORTHERN CALIFORNIA POWER AGENCY

Date 6/24/2020

Joel Ledesma
JOEL LEDESMA, Asst. General Mgr

PME BABBITT BEARINGS

Date 06/18/20

Chris Walter
CHRISTOPHER WALTER, President

Attest:

[Signature]
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

PME Babbitt Bearings ("Contractor") shall provide off-site maintenance and labor services at its facility located in Minden, Nevada, as requested by the Northern California Power Agency ("Agency"). Contractor does not have any facility located in California.

Those services may include:

- Diagnose and refurbish Babbitt bearings;
- Centrifugal casting;
- Static pouring;
- TIG welding repairs; and
- Other bearing maintenance services as needed.

The Scope of Work under this Agreement does not include work that would qualify as a Public Project under the California Public Contract Code or subject to prevailing wage under the California Labor Code and guidelines established by the State of California. Furthermore and consistent with the Commerce Clause, California cannot dictate wages to be paid in another state, "[T]he Court struck down on Commerce Clause grounds a state law where the 'practical effect of such regulation is to control [conduct] beyond the boundaries of the state . . .'" *Edgar v. Mite Corp.* 457 U.S. 624, 643 (1982) citing *Southern Pacific v. Arizona*, 1325 U.S. 761, 775 (1945). (Also see Public Works Case No. 2007-008 at 11-12, Russ Will Mechanical, Inc. – Off-site Fabrication of HVAC Components, Department of Industrial Relations did not address Commerce Clause objection because it was in that case a "hypothetical attempt to apply the CPWL extraterritorially. . ."

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:

- Work is only quoted in lump sum by project; no time and materials billing.

Pricing for services 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.



SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PME BABBITT BEARINGS

This Second Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and PME Babbitt Bearings ("Contractor") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 24, 2020, (the "Agreement") for PME Babbitt Bearings to provide off-site maintenance and labor services at its facility located in Minden, Nevada, as requested by Northern California Power Agency ("Agency"). Contractor does not have any facility located in California; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on October 3, 2023 to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$95,000 to a NOT TO EXCEED amount of \$235,000; 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 \$235,000 to a 'NOT TO EXCEED amount of \$750,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

PME BABBITT BEARINGS

CHRISTOPHER WALTER, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



NCPA Proposed Budget

Fiscal Year 2024-25

Sondra Ainsworth
March 11, 2024
LEC PPC



FY25 Budget *Changes* from February

- Capital projects
 - Unidentified projects

FY25 Budget Drivers

- Market prices
 - +/- impacts
- Fuel prices
- Assumed generation
- CT FX upgrade project
- Increasing vendor costs

LEC – FY25 *Proposed* Budget

| | Approved FY 2024 Budget | Proposed FY 2025 Budget | Budget Increase/ (Decrease) | % Change |
|------------------------------------|-------------------------------|-------------------------------|-----------------------------------|----------------|
| Labor | 6,167,244 | 6,636,899 | 469,655 | 7.6% |
| O&M | 9,250,523 | 10,228,795 | 978,272 | 10.6% |
| Other Costs | 103,234,916 | 112,535,816 | 9,300,900 | 9.0% |
| Insurance | 1,751,712 | 1,849,532 | 97,820 | 5.6% |
| Projects | 3,912,591 | 10,857,834 | 6,945,243 | 177.5% |
| GHG Allowance Costs | 13,984,733 | 18,130,063 | 4,145,330 | 29.6% |
| Total Annual Budget Cost | 138,301,719 | 160,238,939 | 21,937,220 | 15.9% |
| Less: | | | | |
| Third Party Revenue | 126,179,301 | 115,666,635 | (10,512,666) | -8.3% |
| GHG Allowance Credits | 13,611,634 | 17,646,370 | 4,034,736 | 29.6% |
| Less Total Annual Revenue | 139,790,935 | 133,313,005 | (6,477,930) | -4.6% |
| Net Cost to Participants | (1,489,216) | 26,925,934 | 28,415,150 | 1908.1% |
| Net Annual Generation (MWh) | 1,303,566 | 1,127,248 | (176,318) | -13.5% |

LEC – FY25 *Proposed* Budget - Projects

| O&M Projects | Notes | \$ | 2,171,778 |
|---------------------------------|--------------|-----------|------------------|
| Annual Maintenance Outage | M | 1,126,722 | |
| Consulting / Grant Writing (FX) | M | 75,000 | |
| Service Water Piping | M | 75,000 | |
| Risk Mitigation (FM Global) | D | 135,000 | |
| CT Expansion Joint | D | 725,000 | |
| Gas Plants Shared Projects | D | 35,056 | |

| Capital Projects | Notes | \$ | 5,916,666 |
|------------------------------|--------------|-----------|------------------|
| Civil/Structural - Platforms | D | 650,000 | |
| CT FX Upgrade | D | 4,766,666 | |
| Unidentified Capital Project | D | 500,000 | |

| Maintenance Reserve | Notes | \$ | 1,235,000 |
|----------------------------|--------------|-----------|------------------|
| Steam Turbine | | 20,000 | |
| Plant Projects | | 890,000 | |
| HRSG | | 325,000 | |

FY25-FY34 Project/Reserve Forecast (000s)

| Funding/(Expenditures) | Fiscal Year Activity | | | | | | | | | |
|---|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 |
| LEC: | | | | | | | | | | |
| Beginning Reserve Balance | \$ 2,981 | \$ 4,515 | \$ 3,427 | \$ 2,558 | \$ 1,994 | \$ 2,880 | \$ 4,381 | \$ 2,891 | \$ 2,727 | \$ 600 |
| Projected Reserve Expenditures - | | | | | | | | | | |
| Combustion Turbine (Overhaul) | - | (175) | (850) | (1,728) | (192) | (400) | - | (1,149) | (2,126) | - |
| Steam Turbine | (20) | (1,000) | (125) | - | - | - | (2,500) | (20) | (740) | - |
| Generators | - | - | (100) | - | - | - | - | - | (1,400) | - |
| Plant Projects | (890) | (2,620) | (1,613) | (937) | (866) | (1,258) | (852) | (1,893) | (1,369) | (2,147) |
| HRSB | (325) | (145) | (1,120) | (925) | (1,173) | (53) | (1,445) | (509) | - | (86) |
| Total Projected Expenditures | (1,235) | (3,940) | (3,808) | (3,590) | (2,230) | (1,710) | (4,797) | (3,570) | (5,635) | (2,233) |
| Total Projected Funding | 2,769 | 2,852 | 2,938 | 3,026 | 3,117 | 3,210 | 3,307 | 3,406 | 3,508 | 3,613 |
| Cumulative Balance | \$ 4,515 | \$ 3,427 | \$ 2,558 | \$ 1,994 | \$ 2,880 | \$ 4,381 | \$ 2,891 | \$ 2,727 | \$ 600 | \$ 1,981 |

LEC – FY25 O&M Reserve Calculation

| | |
|---|---------------------------------------|
| Total O&M Costs Subject to Reserve Calculation | <u>\$ 113,321,618</u> |
| Estimated Requirement | 18,628,211 |
| Projected O&M Reserve balance as of June 2024 | <u>16,016,240</u> |
| Additional Reserve Collection | <u><u>\$ 2,611,971</u></u> |

FY2025 – LEC VOM Impact

PMOA Schedule 1 Exhibit 2

| VOM Impact | Approved 2024 VOM | Proposed 2025 VOM | Percent Change |
|------------------------------|----------------------|----------------------|-------------------|
| Variable Cost | (\$/MWhr) | (\$/MWhr) | |
| Operations | 1.00 | 1.01 | 1.0% |
| LTSA-\$/MWhr | 2.44 | 2.54 | 4.1% |
| Maintenance Reserve Variable | 0.22 | 0.22 | 0.0% |
| Total | 3.66 | 3.77 | 3.0% |
| LTSA-\$/Start | | 15,721 | |
| Forecasted Starts | | 250.00 | |
| Forecasted Generation (MWhr) | 1,303,566 | 1,127,248 | -13.5% |

The Variable Costs are used in the bidding of the unit to CAISO and are approved in the PMOA. The table above represents the changes required to revise the PMOA Schedule for FY2025.

Next Steps– FY25 *Proposed* Budget

- UD Meeting (April 15th)
- Commission review (March 28th)
- LEC PPC approval (April 8th)
- Commission approval (April 25th)

FY2025 Proposed Budget
on *NCPA Connect*

Questions



FM Global Update

Rafael Santana
Plant Manager
2/11/2024

LEC FM Global Update

Coffman Engineering was hired to assess and provided a written report on the existing fire piping suppression bracing to address concerns from FM Global. The assessment is limited to the following buildings and systems:

- Steam Turbine Building.
- Deluge Sprinkler System Protecting the Lube Oil System.
- Pre-action Sprinkler System Protecting Turbine Bearings.
- High Expansion Foam System for Total Building Flooding.
- Water Treatment Building.
- Warehouse Building Fire Sprinkler System.
- Steam Turbine Valve House.
- Valves and Risers for Fire Systems.

LEC FM Global Cont.

The applicable codes for the fire and life safety systems assessment are based on the codes at the time of LEC construction:

- 2010 California Building Code (CBC)
- 2010 California Fire Code (CFC)
- 2010 California Electrical Code (CEC)
- NFPA 11, 2005 Edition, *Standard for Low-, Medium-, and High-Expansion Foam*
- NFPA 13, 2007 Edition, *Standard for Installation of Sprinkler Systems*
- NFPA 20, 2007 Edition, *Standard for the Installation of Stationary Pumps for Fire Protection*
- NFPA 24, 2010 Edition *Standard for the Installation of Private Fire Service Mains and Their Appurtenances*
- NFPA 72, 2010 Edition *National Fire Alarm and Signaling Code*

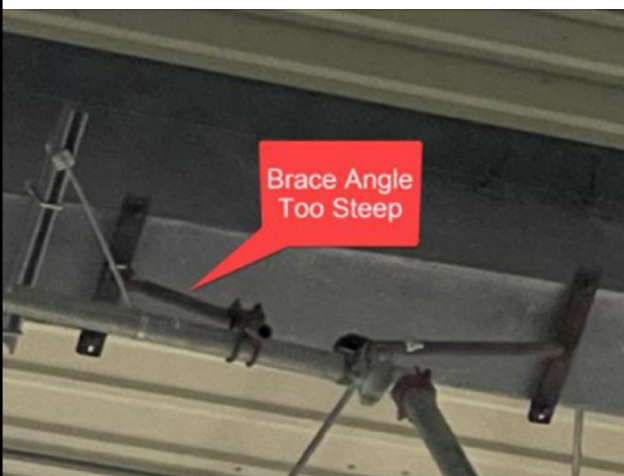
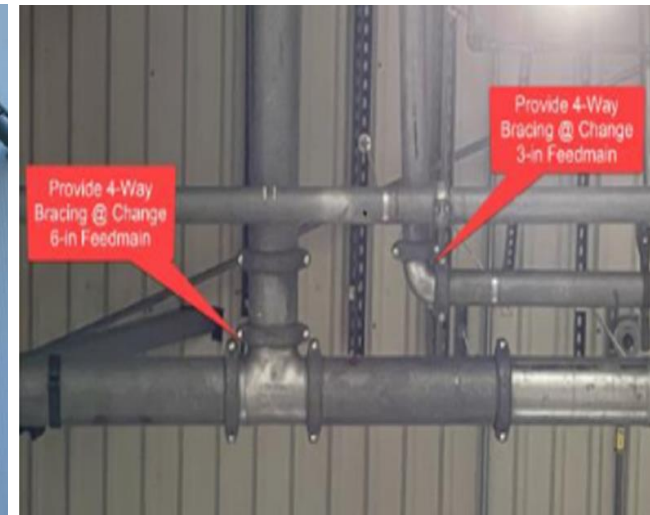
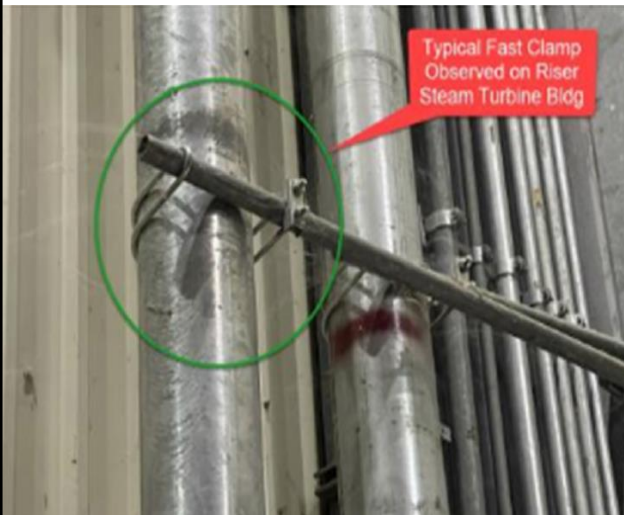
LEC FM Global Cont.

Additionally, the following standards have been considered during this evaluation:

- NFPA 13, 2022 Edition, *Standard for Installation of Sprinkler Systems*
- FM Global Property Loss Prevention Data Sheet 2-8, Earthquake Protection for Water-Based Fire Protection System
- FM Global Property Loss Prevention Data Sheet 2-0 Installation Guidelines for Automatic Sprinklers
- FM Global Property Loss Prevention Data Sheet 4-1n Fixed Water Spray Systems for Fire Protection
- FM Global Property Loss Prevention Data Sheet 4-3n Medium and High Expansion Foam Systems

LEC FM Global Cont.

Piping Assessment on Bracing.



- FM Global's Property Loss Prevention Data Sheets and NFPA 13 do require protection where structures are seismically separated.
- FM Global's Property Loss Prevention Data Sheets require additional four-way bracing on sprinkler mains as compared to NFPA Standards.
- The minimum brace angle taken from the ceiling down to the point of attachment to pipe is 30 degrees. Some braces were observed well under this angle.

LEC FM Global Cont.

Status

- We are reviewing the study with FM Global.
- FM Global is assisting with the guidelines and engineering support.
- Developing an RFP to conduct bid walks and correct deficiencies noted in report during FY25.

Recommendations

- Braces on horizontal pipes are required to be installed at an angle of at least 30 degrees from vertical (and preferably at 45 degrees or more). Additionally, the diagonal elements of the four-way bracing are required to be at 90 degrees from each other and at an angle of 45 degrees from each principal axis.
- Additional bracing is needed on the horizontal feed main at the change of direction to the vertical main piping.
- Verification of whether the Z purlins in the warehouse building meet the minimum thickness specified by the listing of the screw/bolt is needed for confirmation of compliance of the existing conditions.
- All vertical cross main or feed main piping of 6 ft or more, four-way sway bracing is required at both the top and bottom, and intermediate four-way sway bracing similar to risers is recommended.
- Two braces in the valve house observed on site as required to be corrected for meeting compliances with FM Global's requirement for a minimum brace angle of 30 degrees from vertical. These braces, located in the valve house and installed at 20 degrees from vertical, are noted.
- All seismic bracing installation will need to meet the requirements of FM Global 2-8.

LEC FM Global Cont.

FM Global to Visit CT Facilities- June 24-26th, 2024.

LEC Priority Recommendations (2-P1 & 2-P3 recs done 2023) FM Global

| Rec # | Recommendation Summary | STATUS & COMMENTS |
|-----------------------------------|---|---|
| Priority 1 Recommendations | | |
| 23-08-001 (new) | <ul style="list-style-type: none"> Extend cable wrap to include DC control wiring 20 ft beyond containment Relocate or protect DC control cabinet Install remaining flange shields | Flange shields in 2024 20 ft additional fire wrap in 2024 DC cabinet will not be relocated. Protect in-place option evaluated in 2024 visit. |
| 21-07-002A | Provide adequate protection for STG <ul style="list-style-type: none"> HP obstructed sprinkler; extend over control oil skid; containment & Drainage; sprinklers under/around unit Containment & Drainage AFFF replacement with low expansion foam | Quotes received for some elements. No plans to replace AFFF. Sprinkler upgrades will be considered? |
| 21-07-002B | Replace the FM200 with full CO2 system | No plans to complete. |
| Priority 2 Recommendations | | |
| 22-10-001 A & B | Fire pump coupling & Pressure settings | Planned for completion in 2024? |
| 22-10-002A, B | Improve ICS Security & Operations | Under review |
| Priority 3 Recommendations | | |
| 21-07-005 | Install sprinklers in the cooling tower | No plans to address. |
| 21-07-009 | Improve the earthquake bracing on fire sprinkler systems. | Quote received. Budgeting for 2024-2025? |
| 21-07-007 23-08-002 | Improve Operator Training for lube oil fire events. Improve site fire response plan; pump & valve operator roles | Planned for completion in 2024? Planned for completion in 2024? |
| 21-07-013 21-07-016 | Monthly exercising of PIV. Full flushing of STG lube oil deluge system. | PIV's under review Flushing being reviewed with contractor? |

FM Global Headquarters and Lab Visit

