



12745 N. Thornton Road
Lodi, CA 95242

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

LEC PPC Agenda

Subject: May 9, 2022 Lodi Energy Center Project Participant Committee Meeting

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

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

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

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You may participate in the meeting via teleconference hosted by:

<https://meet.goto.com/GenServicesAdmin>

Dial: 1-872-240-3412

Access Code: 439-093-085

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 April 11, 2022 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for April 2022

5. Monthly Asset Report for March 2022

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.

6. Treasurer's Report for March 2022 – Accept by all Participants

7. Financial Report for March 2022 – Approve by all Participants

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

9. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the LEC PPC – The Committee will discuss whether Governor Gavin Newsom's Proclamation of a

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.

State of Emergency due to COVID-19 remains in force, whether as a result of the emergency and the conditions where Committee members are located (local conditions) are such that meeting in person would present imminent risks to the health or safety of attendees and thus, in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act, for a thirty-day period of May 9, 2022, through June 8, 2022, the LEC PPC should meet remotely

10. Parker Landscape Development, Inc. First Amendment to MTGSA – Staff is seeking a recommendation for approval of a First Amendment to the Multi-Task General Services Agreement with Parker Landscape Development, Inc. for professional commercial landscape services, tree care, and special projects, increasing the not to exceed amount to \$300,000, for continued use at NCPA all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

11. Kinectrics AES, Inc. MTPSA – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Kinectrics AES, Inc. for generator testing and assessment services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

12. Lodi Energy Center Bid Strategy Update – Staff will seek approval of a temporary bid strategy for the Lodi Energy Center.

INFORMATIONAL/ DISCUSSION ITEMS

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

ADJOURNMENT

Next Regular Meeting: June 6, 2022 at 10:00 a.m. Pacific Standard Time.

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



651 Commerce Drive
Roseville, CA 95678

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

LEC PPC Meeting Minutes

Date: Monday, April 11, 2022
Time: 10:00 a.m. Pacific Standard Time
Location: via teleconference
Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

Due to these meetings behind held via teleconference, review of safety procedures and assignment of safety roles has been deemed unnecessary.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:00 a.m. by Chairman Deane Burk. 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 - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - McDonald	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Absent	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	7	84.4822%
Absent	6	15.5178%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

April 11, 2022

Public Forum

Chairman Burk 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 March 7, 2022 Regular Meeting and the March 29, 2022 Special Meeting were considered. The LEC PPC considered the following motion:

Date: 4/11/2022

Motion: The PPC approves the minutes from the March 7, 2022 Regular Meeting and the March 29, 2022 Special Meeting. .

Moved by:

SVP

Seconded by:

Gridley

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	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	9	89.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.8142%

MONTHLY REPORTS

4. Operational Reports for March 2022

Rafael Santana presented the Operational Report for March 2022. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. There are no changes to the 2023 outage schedule.

Due to the ongoing outage, there were no runs in the month of March.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report for February 2022. Mike reported that the plant was running below budget and forecast due to ongoing market conditions. VOM was also down in the month of February due to the Siemens quarterly invoice coming due. Mike reviewed the monthly historical comparisons as well as the 12-month history.

Consent Calendar (Items 6 – 17)

The consent calendar was considered. Chairman Chiang 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:

4/11/2022

Motion:

The PPC approves the Consent Calendar items consisting of agenda items no.: **6.** Treasurer's Report for February 2022; **7.** Financial Report for February 2022; **8.** GHG Reports (excerpted from the Monthly ARB); **9.** Resolution 2022-06 to proclaim that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for a period of April 11, 2022, through May 11, 2022, pursuant to the Ralph M. Brown Act (Brown Act); **10.** RADCO Communications MTGSA for microwave tower erection, removal, relocation and other maintenance services, not to exceed \$2,000,000 over five years, for use at all NCPA and Members/SCPPA facilities; **11.** DRS Marine, Inc. MTGSA for underwater maintenance services, not to exceed \$2,000,000 over five years, for use at all NCPA and Members/SCPPA facilities; **12.** TCB Industrial, Inc. MTGSA for industrial service of major mechanical systems, not to exceed \$2,000,000 over five years, for use at all NCPA and Members/SCPPA facilities; **13.** Global Diving and Salvage, Inc. MTGSA for underwater maintenance and inspection services, not to exceed from \$2,000,000 over five years, for use at all NCPA and Members/SCPPA facilities; **14.** RESA Service, LLC MTGSA for transformer maintenance services, not to exceed \$2,000,000 over five years, for use at all NCPA and Members/SCPPA facilities; **15.** Power Engineers, Inc. MTPSA for engineering services, not to exceed \$1,000,000 over five years, for use at all NCPA and Members/SCPPA facilities; **16.** Knights' Electric, Inc. MTGSA for miscellaneous electrical maintenance services, not to exceed \$750,000 over five years, for use at all NCPA and Members/SCPPA facilities; **17.** HDR Engineering, Inc. MTPSA for engineering services, not to exceed \$1,000,000 over five years, for use at all NCPA and Members/SCPPA facilities.

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	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	9	89.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.8142%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

18. Lodi Energy Center FY2023 Annual Budget

Sondra Ainsworth presented a summary of the FY2023 Annual Budget. Budget drivers and their impacts on the budget were reviewed.

It was noted that an additional \$3,263,872 would need to be collected from the Participants due to shortages in the Maintenance Reserve. Sondra gave participants the option to collect smaller amounts from each Participant quarterly, or to allow Participants to pay their portion upfront (due in June). Participants must notify Sondra and/or Michelle Schellentrager no later than June 1st if they would prefer to make a single payment; anyone who does not notify Sondra and/or Michelle will be charged quarterly.

The LEC PPC considered the following motion for this item:

Date: 4/11/2022

Motion: The PPC approves the Lodi Energy Center (LEC) FY 2023 Annual Budget in the amount of \$139,187,566, and approves modifications to the PMOA Schedule 1, Exhibit 2. Any Member or Participant who would like to make a single-payment for Maintenance Reserve collection must notify Sondra Ainsworth or Michelle Schellentrager by June 1, 2022, otherwise they will be billed quarterly.

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	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
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Vote Summary		
Total Ayes	9	89.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.8142%
Result:	Motion Passes	

INFORMATIONAL ITEMS

Due to the Closed Session item included on the agenda, the Committee opted to have Item 20 presented before moving into Item 19.

20. Additional Operational Updates

Mike DeBortoli presented the Committee with an update regarding the LEC gearbox, and damage discovered. NCPA had a lead on a replacement part but that part cannot be found by the manufacturer. There is now a 9-month lead on a replacement part. OEM recommends a 25% de-rate until the replacement is complete.

Mike reviewed other de-rate options. The 25% recommended is the most conservative approach. There was discussion around managing with bid pricing instead of de-rating, but that also comes with risks and staff were unsure whether CAISO would allow that.

Mike collected feedback from Participants, and will circle back with the manufacture for additional information. It was noted that the potential de-rate and any impacts it may have were not factored into the FY2023 budget. Mike also clarified that this item was not covered under any sort of warranty.

CLOSED SESSION

18. Adjourned to Closed Session

Chairman Burk and NCPA General Counsel Jane Luckhardt adjourned to Closed Session at 10:57 a.m.. A Closed Session discussion was had pursuant to Government Code Section 54957.

At 11:13 a.m. the Committee returned to Open Session. Jane Luckhardt advised that no reportable action was taken during the Closed Session.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, May 9, 2022 at 10:00 a.m. Pacific Standard Time.

The meeting was adjourned at 11:14 a.m.

Submitted by: MICHELLE SCHELLENTRAGER

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 5/9/2022

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

- 3/01 @ 00:00 – 6/19 @ 23:59; CT ULN and ST Generator Major Maintenance Outage, OMS 11341152

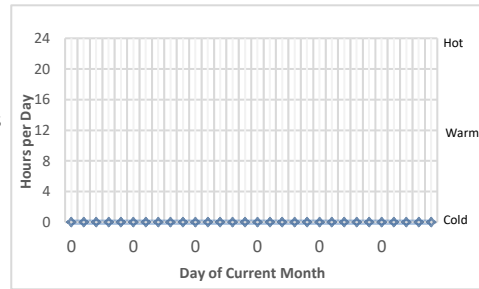
Planned Outage Summaries:

- April 1-31, 2023; Annual Maintenance Outage

Generating Unit Statistics:**Date:**

4/1/2022

1. Monthly Production 0 MWh
2. Productivity Factor
- a. Service Hours 0 Hours
- b. Service Factor 0.0% %
- c. Capacity Factor @ 302MW Pmax 0.0 %
3. Equivalent Operating Availability (EOA) 0.0 %
4. Forced Outage Rate (FOR) #DIV/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	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	0	0.00%	0	\$0
Seg. 4 250 - 275	7081	0	0.00%	0	\$0
Seg. 5 225 - 250	7130	0	0.00%	0	\$0
Seg. 6 200 - 225	7200	0	0.00%	0	\$0
Seg. 7 175 - 225	7450	0	0.00%	0	\$0
Seg. 8 165 - 175	7760	0	0.00%	0	\$0
	7,164	#DIV/0!	0.00%	0	\$0

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

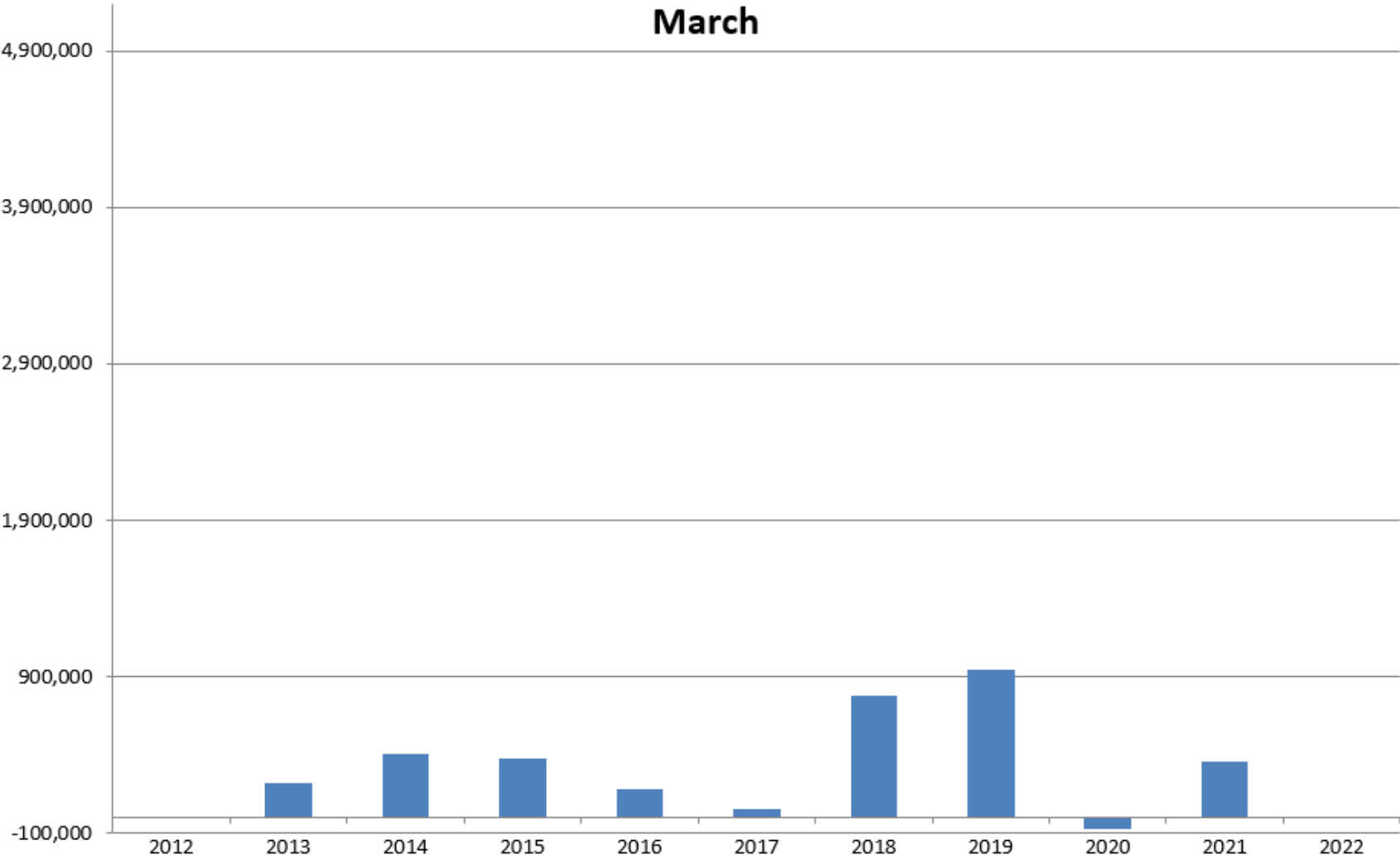
7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	0
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0	0	0
Start Time Deviation (%)	0%	0%	0%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	0	0	0
Fuel Deviation (%)	0%	0%	0%
Costs of Fuel Deviations (\$)	\$0	\$0	\$0

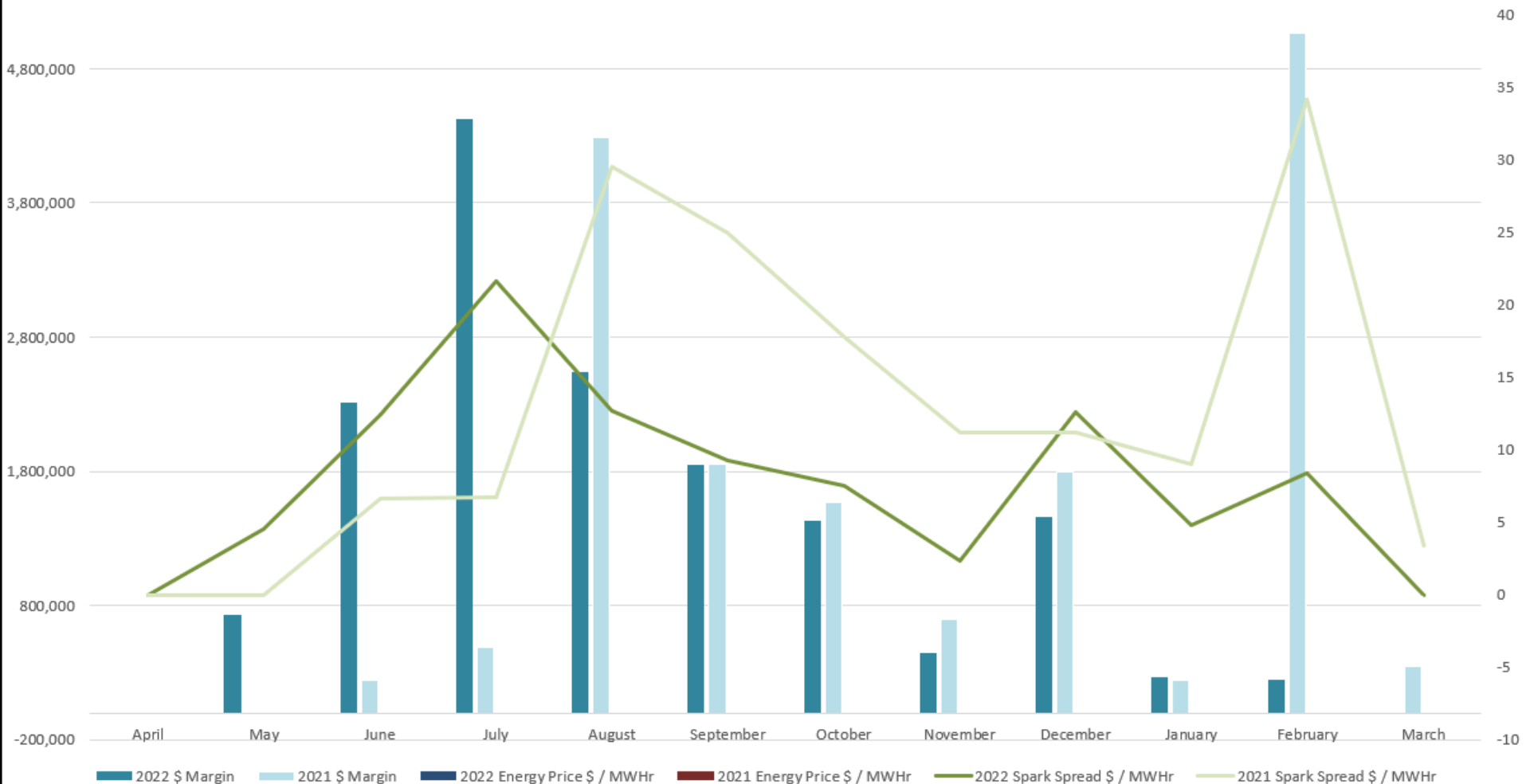
March Asset Report

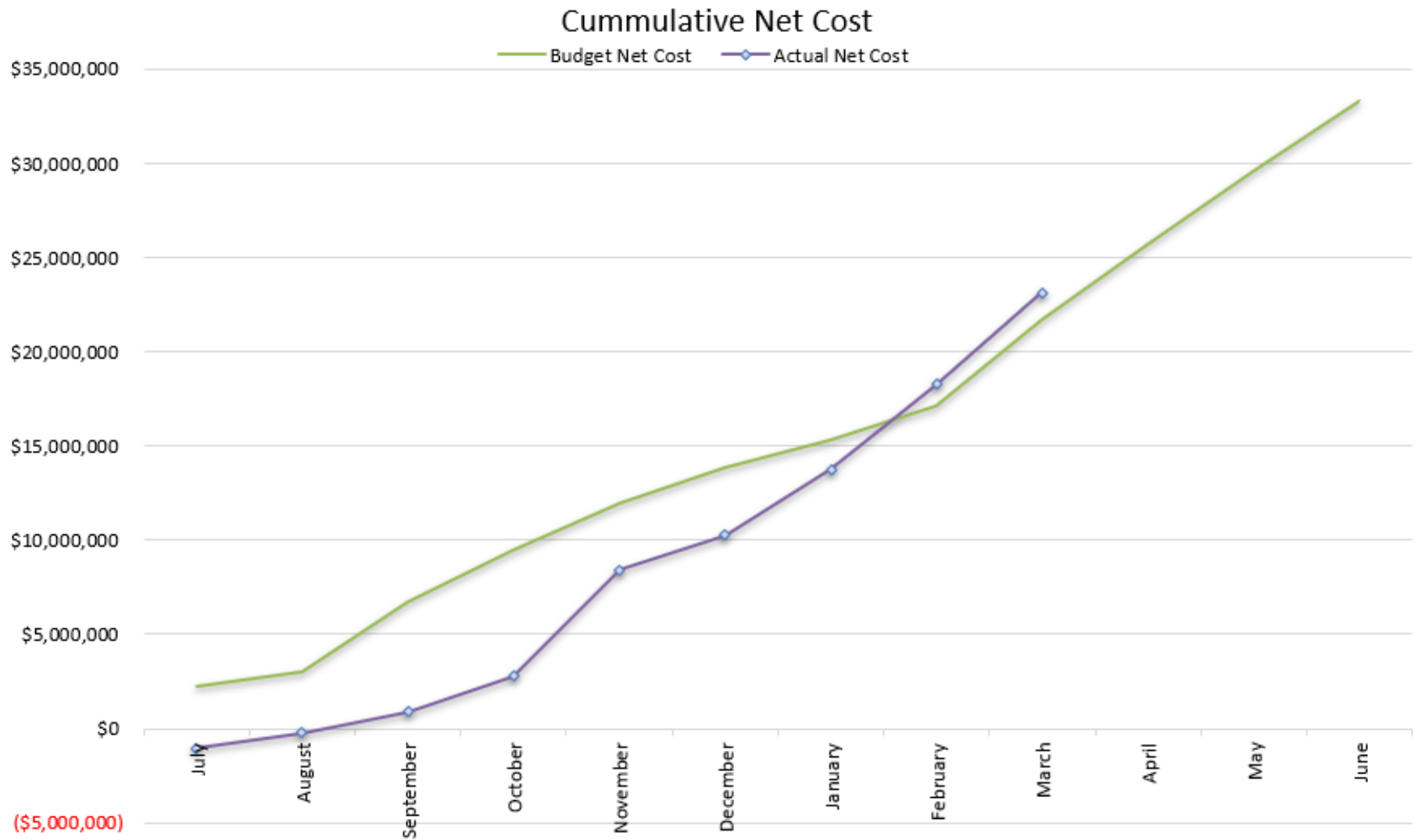
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	16,134	32,153	32,153	(16,019)	-50%	
VOM	30,108	21,232	856,231	8,876	42%	
Fixed	1,389,710	973,162	973,162	416,548	43%	
Projects	1,067,666	417,244	417,244	650,422	156%	
A&G	208,151	208,180	208,180	(29)	0%	
Debt	2,197,050	2,167,354	2,167,354	29,696	1.37%	
Net Cost	(4,876,551)	(3,755,019)	(4,590,018)	(1,121,532)	30%	
Net Annual Cost		(34,310,868)	(33,283,102)	(\$1,027,766)		
				Above budget by 3.09%		

Historical Margins



Historical Monthly Comparison





Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 05/02/2022

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2022 Budget	Percent Used	Comments
VOM	9,973,134	10,171,044	11,917,713	12,637,208	12,875,378	6,895,212	3,306,184	3,131,149	30,108	835,849	21,261	7,252,476	79,046,717	44,037,328	179.5%	
Capacity Factor	91%	89%	92%	85%	87%	51%	25%	15%	0%	0%	0%	79%	51%	48%	107.0%	Plannged outage March thru Jun19
Fuel Consumed (mmBTU, estimated)	1,420,025	1,389,734	1,383,289	1,330,762	1,334,646	826,291	403,005	219,330	0	0	0	1,233,982	9,541,063	6,475,833	147.3%	
Avg Fuel Cost (\$/mmBTU)	5.29	5.56	6.85	7.23	6.30	6.19	5.92	6.15	0.00	0.00	0.00	0.00	5.41	4.72	114.5%	
Power Produced (MWhr, estimated)	204,130	200,395	199,055	189,965	189,397	115,364	55,697	29,592	0	0	0	171,386	1,354,981	945,377	143.3%	
Avg Power Price (\$/MWhr)	72.84	66.18	71.56	76.12	65.05	74.88	67.31	77.63	0.00	0.00	0.00	0.00	61.88	52.25	118.4%	
Operations / Variable / LTSA	208,331	139,261	176,151	240,945	1,573,747	138,127	81,725	1,281,113	30,108	835,849	21,261	540,812	5,267,429	3,601,753	146.2%	
Fuel (estimated)	7,516,063	7,721,496	9,476,215	9,617,541	8,411,777	5,113,416	2,385,777	1,349,426	0	0	0	4,766,786	56,358,497	31,029,301	181.6%	
AB32 GHG Offset (estimated)	1,754,343	1,752,725	1,893,734	2,045,914	2,346,195	1,339,784	702,007	349,209	0	0	0	1,450,482	13,634,392	6,268,971	217.5%	
CA ISO Charges (estimated)	494,397	557,562	371,613	732,809	543,658	303,886	136,675	151,402	0	0	0	494,397	3,786,398	3,137,303	120.7%	
Routine O&M (Fixed)	1,370,254	1,247,653	878,388	1,157,098	2,544,948	984,947	1,358,407	1,049,969	1,389,710	1,112,528	978,663	981,398	15,053,963	12,766,299	117.9%	
Maintenance / Fixed	410,514	180,863	155,734	213,715	181,413	248,251	477,402	299,229	397,679	350,000	216,134	216,134	3,347,068	2,989,071	112.0%	Outage
Administration	4,749	2,109	4,458	6,998	20,420	5,531	21,532	5,412	4,926	18,023	18,023	18,024	130,205	216,277	60.2%	
Mandatory Costs	32,768	120,740	14,347	16,887	18,948	22,527	18,794	10,731	31,434	12,500	12,500	15,245	327,421	312,245	104.9%	
Inventory Stock	13,076	253,650	0	270,451	1,639,616	5,443	127,235	35,754	19,898	0	0	0	2,365,123	-	0.0%	Steam Turbine Parts
Labor	652,467	426,770	446,181	391,268	411,041	446,515	551,544	438,059	674,695	464,645	464,645	464,645	5,832,475	6,040,384	96.6%	Outage OT
Insurance	131,374	131,374	131,374	131,374	131,374	131,374	29,307	131,374	131,374	131,374	131,374	131,368	1,474,415	1,576,482	93.5%	
Power Management & Settlements	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,303	1,503,669	1,503,669	100.0%	
Other Costs	0	6,841	988	1,099	16,830	0	7,287	4,104	4,398	10,680	10,681	10,679	73,587	128,171	57.4%	
Projects	163,427	206,099	197,649	156,259	158,193	239,577	183,306	215,223	1,067,666	417,244	417,244	417,226	3,839,113	5,006,910	76.7%	
Maintenance Reserve	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,253	1,875,102	1,875,102	100.0%	
Operations & Maintenance Projects	7,168	49,840	41,390	0	1,934	83,318	27,047	58,964	473,492	114,610	114,610	114,598	1,086,971	1,375,308	79.0%	
Capital Projects	0	0	0	0	0	0	0	0	437,915	146,375	146,375	146,375	877,040	1,756,500	49.9%	
A&G	159,749	229,105	235,597	208,151	208,151	208,151	208,151	208,151	208,151	208,180	208,180	208,174	2,497,891	2,498,154	100.0%	
Administrative & General (Allocated)	134,398	198,391	200,472	177,754	177,754	177,754	177,754	177,754	177,754	177,777	177,777	177,774	2,133,113	2,133,321	100.0%	
Generation Services Shared	25,351	30,714	35,125	30,397	30,397	30,397	30,397	30,397	30,397	30,403	30,403	30,400	364,778	364,833	100.0%	
Total O&M Cost	11,666,564	11,853,901	13,229,347	14,158,716	15,786,670	8,327,887	5,056,048	4,604,492	2,695,635	2,573,801	1,625,347	8,859,274	100,437,683	64,308,691	156.2%	
Debt Service	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,167,355	2,167,357	2,167,355	26,275,517	26,008,268	101.0%	
Revenues	14,889,851	13,271,811	14,285,186	14,481,816	12,346,225	8,648,200	3,772,722	2,318,748	16,134	32,153	32,152	8,307,334	92,402,332	57,033,857	162.0%	
ISO Energy Sales (estimated)	14,868,316	13,262,248	14,244,822	14,460,125	12,319,751	8,637,919	3,749,146	2,297,347	0	0	0	8,075,393	91,915,067	49,394,211	186.1%	
Other Income	21,535	9,563	40,364	21,691	26,474	10,281	23,576	21,401	16,134	32,153	32,152	231,941	487,265	7,639,646		
Net	\$1,026,237	(\$779,140)	(\$1,141,211)	(\$1,873,950)	(\$5,637,494)	(\$1,876,737)	(\$3,480,376)	(\$4,482,795)	(\$4,876,551)	(\$4,709,003)	(\$3,760,552)	(\$2,719,295)	(\$34,310,868)	(\$33,283,102)	Above budget by 3.09%	



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.: 6

Date: May 9, 2022
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended March 31, 2022

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 \$670.

Investments - The carrying value of the LEC's investment portfolio totaled \$41,705,849 at month end. The current market value of the portfolio totaled \$40,770,973.

The overall portfolio had a combined weighted average interest rate of 0.665% with a bond equivalent yield (yield to maturity) of 0.603%. Investments with a maturity greater than one year totaled \$13,994,000. During the month \$1,471,998 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 18 basis points from 0.34% to 0.52% and rates on one year T-Bills increased 41 basis points from 1.14% to 1.55%.

To the best of my knowledge and belief, all securities held by LEC as of March 31, 2022 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

MARCH 31, 2022

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DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
March 31, 2022

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 670	\$ 16,764,141	\$ 16,764,811	40.20%	\$ 16,759,932
Debt Service Reserve	-	12,787,512	12,787,512	30.66%	12,496,506
O & M Reserve	-	11,681,991	11,681,991	28.00%	11,042,330
	670	41,233,644	41,234,314	98.86%	40,298,768
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	472,205	472,205	1.14%	472,205
Participant Deposit Account	-	-	-	-	-
	\$ 670	\$ 41,705,849	\$ 41,706,519	100.00%	\$ 40,770,973

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
March 31, 2022

	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	\$ 6,452	\$ 3	\$ -	\$ -	\$ (1,352,704)	\$ 1,345,892	\$ (357)
Debt Service Reserve	-	18,606	-	-	(18,606)	-	-
O & M Reserve	-	6,638	-	-	(6,638)	-	-
	6,452	25,247	-	-	(1,377,948)	1,345,892	(357)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	94,050	-	-	-	(94,050)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ 100,502	\$ 25,247	\$ -	\$ -	\$ (1,471,998)	\$ 1,345,892	\$ (357)

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
March 31, 2022

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 1,352,704	\$ -	\$ 1,635	\$ -	\$ -	\$ 1,354,339
Debt Service Reserve	18,606	-	(937)	-	-	17,669
O & M Reserve	6,638	-	(893)	-	-	5,745
	<u>1,377,948</u>	<u>-</u>	<u>(195)</u>	<u>-</u>	<u>-</u>	<u>1,377,753</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	94,050	-	-	-	-	94,050
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 1,471,998</u>	<u>\$ -</u>	<u>\$ (195)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,471,803</u>

Less Non- Cash Activity

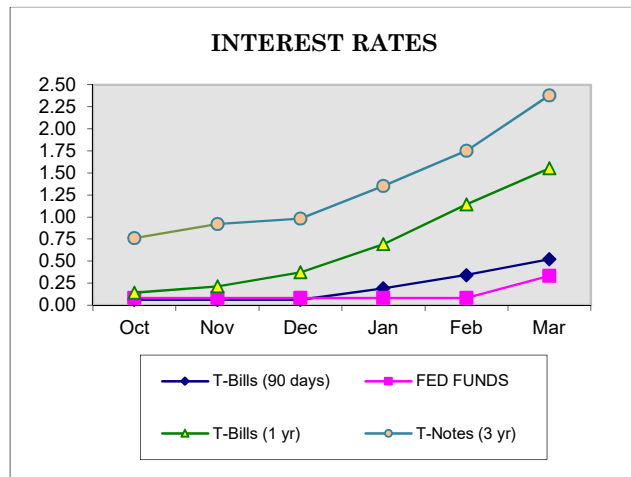
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>195</u>
Net Change in Investment –Before Non-Cash Activity	<u>\$ 1,471,998</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
March 31, 2022

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>0.665%</u>	<u>0.603%</u>
Debt Service Account	0.136%	0.138%
Debt Service Reserve	1.007%	0.889%
O & M Reserve	1.070%	0.971%
GHG Cash Account	0.225%	0.225%

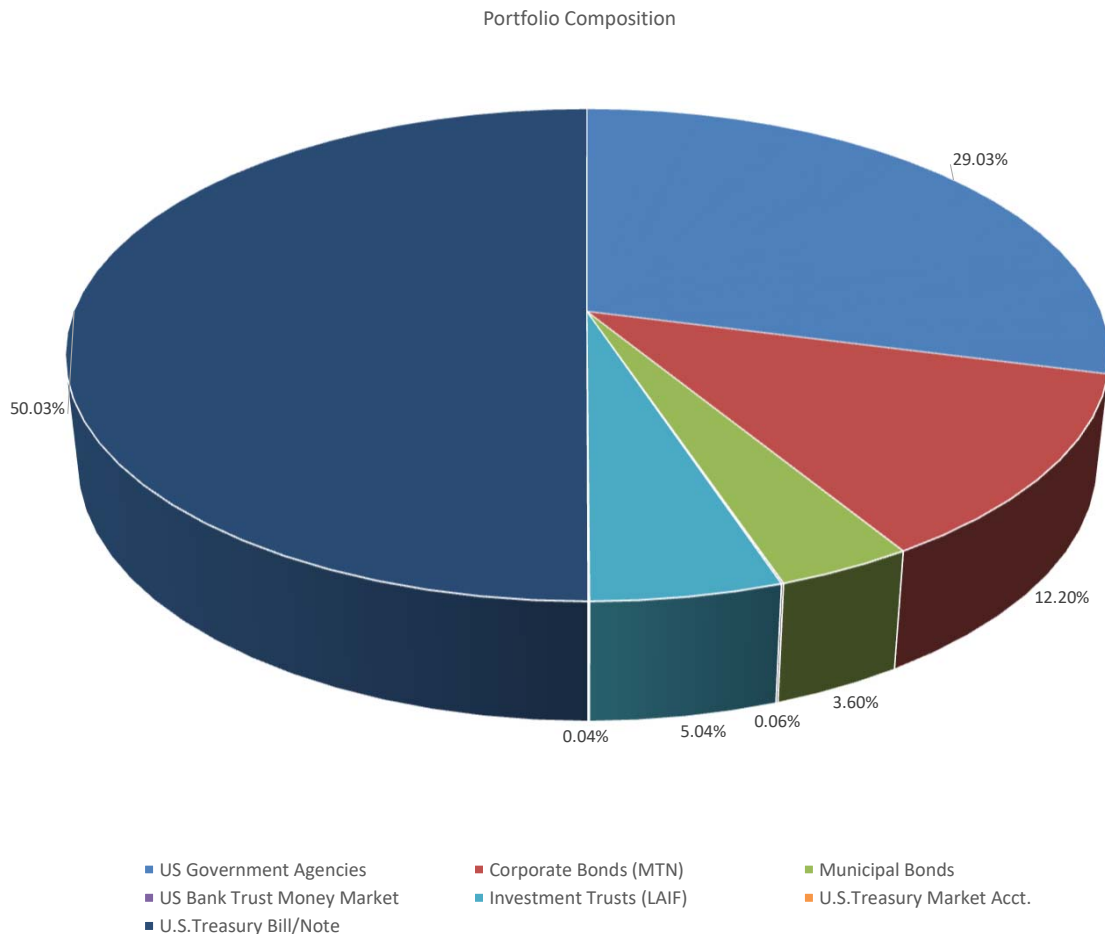
KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	0.33%	0.07%
T-Bills (90da.)	0.52%	0.02%
Agency Disc (90da.)	0.55%	0.05%
T-Bills (1yr.)	1.55%	0.07%
Agency Disc (1yr.)	1.63%	0.06%
T-Notes (3yr.)	2.38%	0.31%



Northern California Power Agency/Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
March 31, 2022

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 4,100	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ 12,100	29.03%
Corporate Bonds (MTN)	-	595	-	-	-	4,494	-	5,089	12.20%
Municipal Bonds	-	-	-	-	-	1,500	-	1,500	3.60%
US Bank Trust Money Market	24	-	-	-	-	-	-	24	0.06%
Investment Trusts (LAIF)	2,099	-	-	-	-	-	-	2,099	5.04%
U.S.Treasury Market Acct.	15	-	-	-	-	-	-	15	0.04%
U.S.Treasury Bill/Note	-	20,849	-	-	-	-	-	20,849	50.03%
Total Dollars	\$ 2,138	\$25,544	\$ -	\$ -	\$ -	\$13,994	\$ -	\$ 41,676	100.00%
Total Percents	5.13%	61.29%	0.00%	0.00%	0.00%	33.58%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
03/31/2022

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	903	0.010		903		1	0.010	903	SYS79004	79004	903
U.S. Treasury	USBT	3,548,000	0.080	12/01/2021	3,546,604	05/26/2022	55	0.081	3,546,439	912796Q36	27326	3,547,564
U.S. Treasury	USBT	130,000	0.080	12/29/2021	129,957	05/26/2022	55	0.081	129,943	912796Q36	27347	129,984
U.S. Treasury	USBT	260,000	0.310	02/28/2022	259,794	05/31/2022	60	0.314	259,854	912796V30	27372	259,866
U.S. Treasury	USBT	129,000	0.309	03/29/2022	128,930	05/31/2022	60	0.314	128,928	912796V30	27382	128,933
Fund Total and Average		\$ 4,067,903	0.102		\$ 4,066,188		55	0.104	\$ 4,066,067			\$ 4,067,250

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	891	0.010		891		1	0.010	891	SYS79012	79012	891
U.S. Treasury	USBT	4,165,000	0.080	12/01/2021	4,163,362	05/26/2022	55	0.081	4,163,167	912796Q36	27327	4,164,488
U.S. Treasury	USBT	550,000	0.080	12/29/2021	549,819	05/26/2022	55	0.081	549,758	912796Q36	27348	549,933
U.S. Treasury	USBT	1,100,000	0.309	02/28/2022	1,099,129	05/31/2022	60	0.314	1,099,384	912796V30	27373	1,099,432
U.S. Treasury	USBT	549,000	0.309	03/29/2022	548,702	05/31/2022	60	0.314	548,693	912796V30	27383	548,716
Fund Total and Average		\$ 6,364,891	0.140		\$ 6,361,903		56	0.142	\$ 6,361,893			\$ 6,363,460

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,659,000	0.080	12/01/2021	3,657,561	05/26/2022	55	0.081	3,657,390	912796Q36	27328	3,658,550
U.S. Treasury	USBT	668,000	0.080	12/29/2021	667,780	05/26/2022	55	0.081	667,706	912796Q36	27349	667,918
U.S. Treasury	USBT	1,334,000	0.309	02/28/2022	1,332,943	05/31/2022	60	0.314	1,333,253	912796V30	27374	1,333,311
U.S. Treasury	USBT	674,000	0.309	03/29/2022	673,634	05/31/2022	60	0.314	673,623	912796V30	27384	673,652
Fund Total and Average		\$ 6,335,000	0.153		\$ 6,331,918		57	0.155	\$ 6,331,972			\$ 6,333,431
GRAND TOTALS:		\$ 16,767,794	0.136		\$ 16,760,009		56	0.138	\$ 16,759,932.			\$ 16,764,141

*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 03/31/2022



Northern California Power Agency

Treasurer's Report

03/31/2022

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	18,650	0.010		18,650		1	0.010	18,650	SYS79005	79005	18,650
U.S. Treasury	USBT	63,000	0.080	12/29/2021	62,979	05/26/2022	55	0.081	62,972	912796Q36	27350	62,992
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	70	1.760	4,112,751	313379Q69	26463	4,102,737
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	76	0.036	508,552	912796J42	27244	508,962
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,431	0.840	4,140,854	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,533	0.799	140,133	3130AN4T4	27270	150,463
Fund Total and Average		\$ 9,270,650	1.358		\$ 9,339,298		744	1.195	\$ 8,983,912			\$ 9,273,804

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
U.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	55	0.081	2,367,958	912796Q36	27320	2,368,710
Fund Total and Average		\$ 2,370,843	0.080		\$ 2,369,911		55	0.081	\$ 2,369,801			\$ 2,370,553

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,295	0.010		1,295		1	0.010	1,295	SYS79013	79013	1,295
U.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	55	0.081	1,141,498	912796Q36	27321	1,141,860
Fund Total and Average		\$ 1,143,295	0.080		\$ 1,142,846		55	0.081	\$ 1,142,793			\$ 1,143,155
GRAND TOTALS:		\$ 12,784,788	1.007		\$ 12,852,055		555	0.889	\$ 12,496,506.			\$ 12,787,512

*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 03/31/2022

Callable Dates:

Inv #
27199 FFCB Anytime



Northern California Power Agency

Treasurer's Report

03/31/2022

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,626,968	0.225		1,626,968		1	0.225	1,626,968	SYS70047	70047	1,626,968
First American Govt.	USBGC	15,013	0.002		15,013		1	0.002	15,013	SYS70041	70041	15,013
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	52	2.456	595,607	90331HPC1	26822	595,160
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	975	1.776	472,026	14912L6G1	26952	482,437
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,187	0.610	466,485	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,215	0.579	935,680	3136G4D75	27047	1,000,666
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,235	0.600	937,480	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,277	0.530	697,110	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,277	0.530	622,738	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,409	0.699	465,650	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,490	1.200	455,050	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,567	1.050	923,170	57629WDE7	27250	1,006,253
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,608	1.250	90,403	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,627	1.227	463,695	14913R2Q9	27290	498,339
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,668	1.567	796,569	872898AA9	27335	856,776
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,683	1.490	482,282	74460DAG4	27310	515,224
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,683	1.475	996,404	74460DAG4	27341	1,065,155
Fund Total and Average		\$ 11,650,981	1.070		\$ 11,700,943		1151	0.971	\$ 11,042,330			\$ 11,681,991
GRAND TOTALS:		\$ 11,650,981	1.070		\$ 11,700,943		1151	0.971	\$ 11,042,330.			\$ 11,681,991

*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 03/31/2022

Callable Dates:

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



Northern California Power Agency

Treasurer's Report

03/31/2022

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		472,205	0.225		472,205		1	0.225	472,205	SYS70046	70046	472,205
Fund Total and Average		\$ 472,205	0.225		\$ 472,205		1	0.225	\$ 472,205			\$ 472,205
GRAND TOTALS:		\$ 472,205	0.225		\$ 472,205		1	0.225	\$ 472,205.			\$ 472,205

*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 03/31/2022



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 7

Date: May 9, 2022

To: Lodi Energy Center Project Participant Committee

Subject: March 31, 2022 Financial Reports (Unaudited)

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

	March	
	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 472,205	\$ 141,163
Interest receivable	234	289
Inventory and supplies - at average cost	4,941,626	2,271,413
Prepaid insurance	828,777	1,159,421
Due from (to) Agency, net	14,333,504	19,106,486
TOTAL CURRENT ASSETS	20,576,346	22,678,772
RESTRICTED ASSETS		
Cash and cash equivalents	3,017,533	4,789,824
Investments	38,216,780	39,234,231
Interest receivable	66,365	78,404
TOTAL RESTRICTED ASSETS	41,300,678	44,102,459
ELECTRIC PLANT		
Electric plant in service	410,254,381	409,938,595
Less: accumulated depreciation	(119,631,118)	(105,481,196)
TOTAL ELECTRIC PLANT	290,623,263	304,457,399
OTHER ASSETS		
Regulatory assets	29,504,249	28,226,060
TOTAL OTHER ASSETS	29,504,249	28,226,060
TOTAL ASSETS	382,004,536	399,464,690
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	938,129	1,265,764
Asset retirement obligations	191,120	186,311
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,129,249	1,452,075
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 383,133,785	\$ 400,916,765

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

	March	
	2022	2021
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 296	\$ 2,820,070
Operating reserves	17,400,467	16,554,285
Current portion of long-term debt	12,880,000	12,515,000
Accrued interest payable	4,359,856	3,495,886
TOTAL CURRENT LIABILITIES	34,640,619	35,385,241
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	485,917	390,040
Asset retirement obligations	191,120	186,311
Long-term debt, net	293,655,000	306,535,000
TOTAL NON-CURRENT LIABILITIES	294,332,037	307,111,351
TOTAL LIABILITIES	328,972,656	342,496,592
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	39,143,168	38,480,480
NET POSITION		
Invested in capital assets, net of related debt	(6,814,933)	(9,100,922)
Restricted	12,471,320	16,310,315
Unrestricted	9,361,574	12,730,300
TOTAL NET POSITION	15,017,961	19,939,693
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 383,133,785	\$ 400,916,765

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

		Nine Months Ended March	
		2022	2021
SALES FOR RESALE			
Participants	\$	17,876,073	\$ 25,523,028
Other		84,158,748	50,656,547
TOTAL SALES FOR RESALE		102,034,821	76,179,575
OPERATING EXPENSES			
Operations		78,580,427	33,253,225
Depreciation		10,612,935	10,603,664
Purchased power		2,783,867	1,508,053
Maintenance		4,306,144	3,226,661
Administrative and general		4,255,495	3,767,489
Transmission		516,661	715,682
Intercompany (sales) purchases		301,652	296,680
TOTAL OPERATING EXPENSES		101,357,181	53,371,454
NET OPERATING REVENUES		677,640	22,808,121
OTHER REVENUES (EXPENSES)			
Interest expense		(10,070,485)	(10,350,425)
Interest income		210,801	93,613
Other		7,578,626	2,719,805
TOTAL OTHER REVENUES (EXPENSES)		(2,281,058)	(7,537,007)
FUTURE RECOVERABLE AMOUNTS		(299,120)	(899,454)
REFUNDS TO PARTICIPANTS		459,473	(91,904)
INCREASE IN NET POSITION		(1,443,065)	14,279,756
NET POSITION			
Beginning of year		16,461,026	5,659,937
End of period	\$	15,017,961	\$ 19,939,693

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 3,601,753	\$ 3,869,509	\$ (267,756)	0%	A
Fuel & LDC Costs	31,029,301	52,743,829	(21,714,528)	0%	B
GHG Allowance Costs	6,268,971	17,120,938	(10,851,967)	0%	B
CA ISO Charges	470,645	516,661	(46,016)	0%	C
CA ISO Energy Purchases	2,666,658	2,783,867	(117,209)	0%	C
Total Variable Costs	44,037,328	77,034,804	(32,997,476)	0%	
Routine O&M Costs					
Fixed O&M	2,989,071	2,564,800	424,271	14%	A
Administration	216,277	76,135	140,142	65%	
Mandatory Costs	312,245	287,175	25,070	8%	D
Inventory Stock	-	2,365,121	(2,365,121)	0%	E
Routine O&M Costs without Labor	3,517,593	5,293,231	(1,775,638)	0%	
Labor	6,040,384	4,438,442	1,601,942	27%	
Total Routine O&M Cost	9,557,977	9,731,673	(173,696)	0%	
Other Plant Costs					
Debt Service	26,008,267	19,773,447	6,234,820	24%	
Insurance	1,576,482	1,080,295	496,187	31%	
Other Costs	128,171	41,546	86,625	68%	
Generation Services Shared	364,833	273,599	91,234	25%	
Administrative & General (Allocated)	2,133,321	1,599,786	533,535	25%	
Power Management Allocated Costs	1,503,669	1,127,752	375,917	25%	
Total Other Plant Costs	31,714,743	23,896,425	7,818,318	25%	
Total O&M Costs	85,310,048	110,662,902	(25,352,854)	0%	
Projects					
Operations & Maintenance	1,375,308	743,153	632,155	46%	
Capital	1,756,500	437,915	1,318,585	75%	
Maintenance Reserve	1,875,102	1,406,327	468,775	25%	
Total Projects	5,006,910	2,587,395	2,419,515	48%	
Annual Cost	90,316,958	113,250,297	(22,933,339)	0%	
Less: Third Party Revenue					
Interest Income	385,845	191,017	194,828	50%	
ISO Energy Sales	49,394,211	80,917,135	(31,522,924)	0%	F
Ancillary Services Sales	1,152,080	3,241,613	(2,089,533)	0%	F
GHG Allowance Credits	6,101,721	16,042,670	(9,940,949)	0%	F
Other Income	-	1,680	(1,680)	0%	
	57,033,857	100,394,115	(43,360,258)	0%	
Net Annual Cost to Participants	\$ 33,283,101	\$ 12,856,182	\$ 20,426,919	61%	

Total Variable Costs	44,037,328	77,034,804	(32,997,476)
Total Fixed Costs	46,279,630	36,215,493	10,064,137
	\$ 90,316,958	\$ 113,250,297	(22,933,339)

Net Cumulative Generation (MWh)	945,377	1,183,585
Total O&M Cost Per MWh	\$ 90.24	\$ 93.50
Net Annual Cost Per MWh	\$ 35.21	\$ 10.86

Footnotes:

General - The plant did not run during the month as it is in annual maintenance.

A - Higher than budget variable and fixed costs for chemicals and filters as the plant ran more year to date.

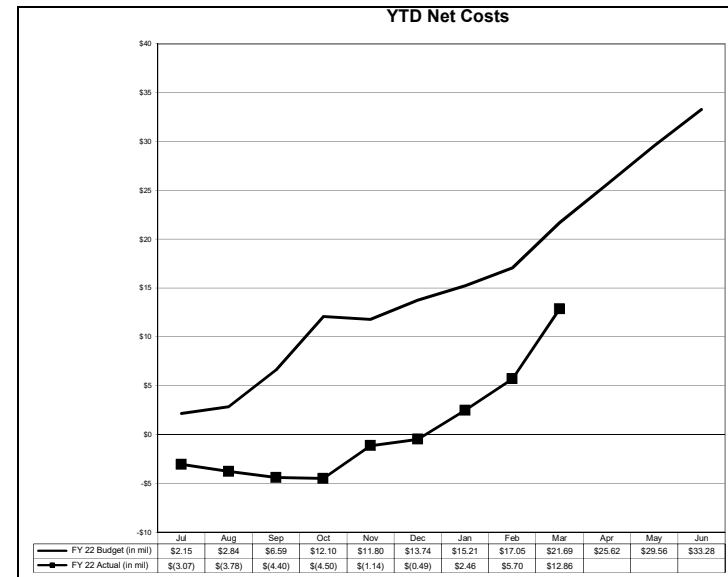
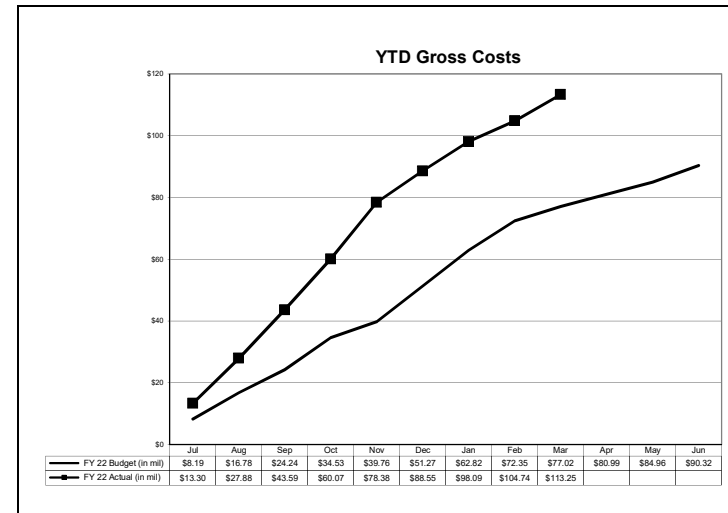
B - Higher than budget fuel and GHG costs due to higher generation and prices; actual YTD of 1,183,585 MWh vs budget of 919,525 MWh.

C - Higher CAISO costs due to higher generation.

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

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

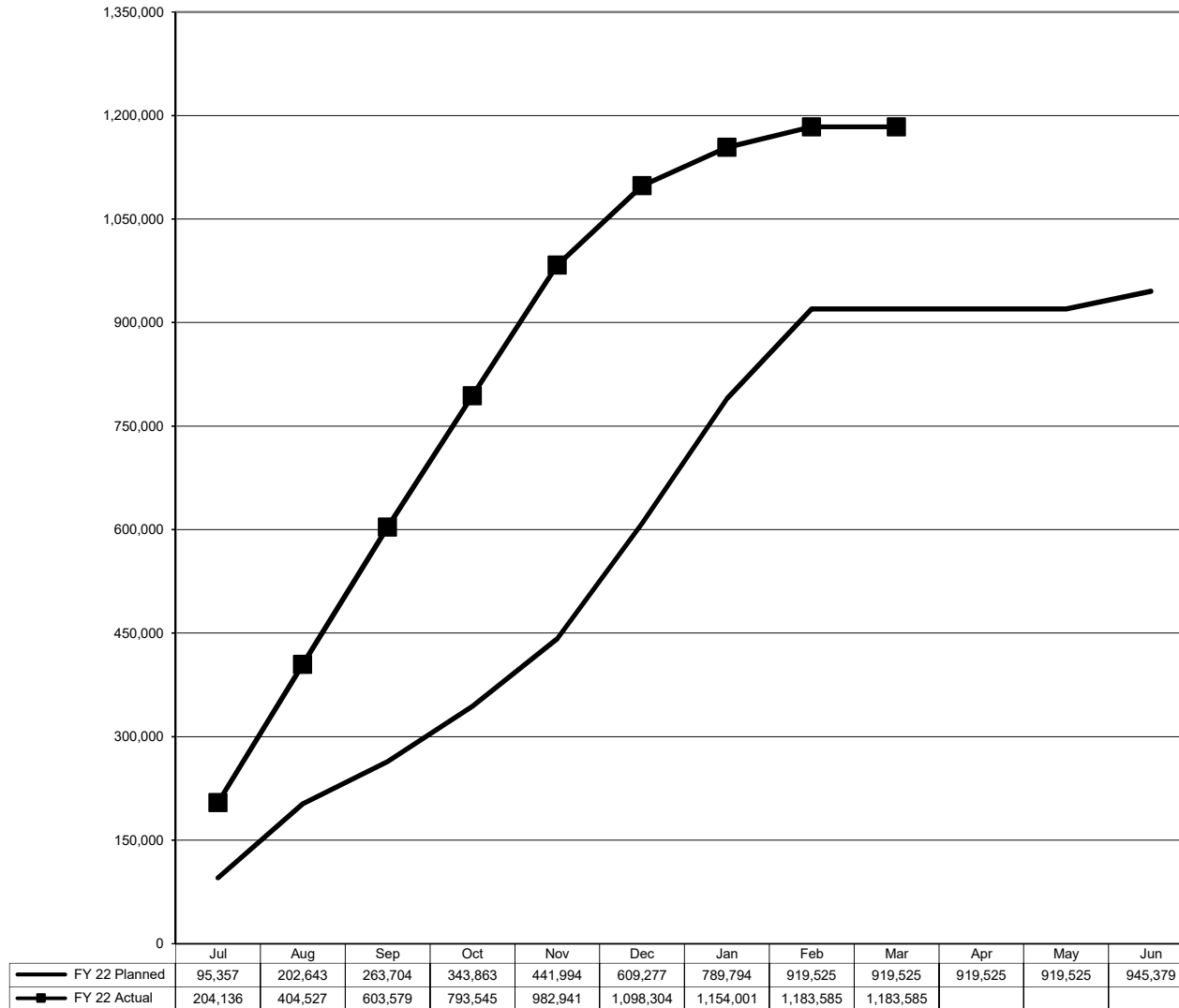
F - Higher than expected revenue due to higher generation.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2022

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 8

Date: May 9, 2022

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual			Estimated									CY 2022	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	55,697	29,584	0	0	2,579	85,530	0	0	0	0	0	0	173,390	10,556,660
Gas Schedule (MMBtu)	403,195	220,591	23	0	20,014	663,711	0	0	0	0	0	0	1,307,534	75,941,741
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)	21,758	11,904	1	0	1,080	35,817	0	0	0	0	0	0	70,560	4,106,246
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)	633,125	645,029	645,030	645,030	646,110	681,927	681,927	681,927	681,927	681,927	681,927	681,927	681,927	681,927
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	69,263
Auction Allowances	55,655	0	223,522	0	0	0	0	0	0	0	0	0	279,177	4,331,852
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	55,655	0	223,522	0	0	0	0	0	0	0	0	0	279,177	4,401,115
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	55,655	0	223,522	0	0	0	0	0	0	0	0	0	279,177	4,447,437
Cumulative MT Account Balance (MTA)	805,740	805,740	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262
MTA Shortfall (MT)	(172,615)	(160,711)	(384,232)	(384,232)	(383,152)	(347,335)	(347,335)	(347,335)	(347,335)	(347,335)	(347,335)	(347,335)	(347,335)	(347,335)
Current Month CCA Balance (\$)	0	0	0	0	1,181,615	0	0	0	0	0	0	0	0	1,181,615
Monthly GHG Price	33.98	34.14	38.06	34.45	34.60	38.53	34.91	35.06	39.01	35.37	35.53	39.48		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: May 9, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Proclaiming a Local Emergency Persists in the City of Santa Clara and the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period of May 9, 2022, through June 8, 2022, Pursuant to the Brown Act

Proposal

Proclaim that a local emergency persists in the City of Santa Clara and the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the period of May 9, 2022, through June 8, 2022, pursuant to the Ralph M. Brown Act (Brown Act).

Background

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

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

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

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

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

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

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

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

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

The LEC PPC now considers adoption of a subsequent resolution to continue to meet by teleconference and make the meetings available telephonically to any members of the public for the period from May 9, 2022, through June 8, 2022.

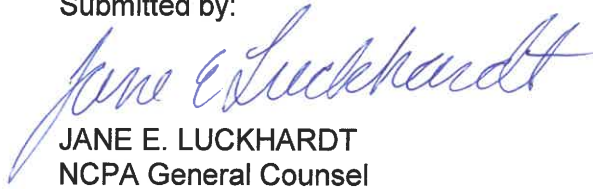
Fiscal Impact

There is no fiscal impact as a result of authorizing teleconference meetings of the LEC PPC for the period May 9, 2022, through June 8, 2022.

Environmental Analysis

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

Submitted by:



JANE E. LUCKHARDT
NCPA General Counsel

Attachments: 1

- Proposed Resolution 2022-07

RESOLUTION NO. 2022-07

A RESOLUTION OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE PROCLAIMING A LOCAL EMERGENCY PERSISTS IN THE CITY OF SANTA CLARA AND IN THE MODESTO IRRIGATION DISTRICT, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY GOVERNOR GAVIN NEWSOM, AND AUTHORIZING THE CONTINUATION OF REMOTE TELECONFERENCE MEETINGS OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE FOR THE PERIOD MAY 9, 2022, THROUGH JUNE 8, 2022, PURSUANT TO THE BROWN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 8, 2022, or (ii) such time the LEC PPC adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the LEC PPC may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

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

DEANE BURK, CHAIR

ATTEST: _____
ASSISTANT SECRETARY



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 10

Date: May 3, 2022

Meeting Date: May 9, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Parker Landscape Development, Inc – First Amendment to the Five Year Multi-Task General Services Agreement for continued use; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Parker Landscape Development, Inc. for commercial landscape design, construction, and maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Parker Landscape Development, Inc is a commercial landscape company with over 40 years of experience in landscaping design, construction, and maintenance. Parker Landscaping is responsive and works well with the Agency in providing landscape services, maintenance recommendations, resolving issues, and water-saving recommendations.

On April 3, 2018, NCPA entered into a five-year Multi-Task General Services Agreement with Parker Landscape Development, for an amount not to exceed \$200,000. During the agreement term, there were several unforeseen maintenance events, including; a break in the main irrigation line, irrigation repairs from the fence project, tree and curb removal for the electric vehicle charging stations, and irrigation line repair from the fiber cable installation. Due to these unplanned events, an increase to the contract is required for continued services through the term of the agreement.

Selection Process

This amendment to the current five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently does not have enabling agreements in place (specify other enabling agreements) for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is increasing the not-to-exceed from \$200,000 to \$300,000 over the remaining term of the agreement to be used out of NCPA approved budgets as services are rendered. No budget augmentation is required, purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

MONTY HANKS
Assistant General Manager
Administrative Services

Attachments: (X)

- First Amendment to the General Services Agreement between The Northern California Power Agency and Parker Landscape Development, Inc.
- Multi-Task General Services Agreement with Parker Landscape Development, Inc.



**FIRST AMENDMENT TO GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND PARKER LANDSCAPE
DEVELOPMENT, INC.**

This First Amendment ("Amendment") to General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Parker Landscape Development, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Parties entered into a General Services Agreement dated effective April 3, 2018, (the "Agreement") for Contractor to provide professional commercial landscape services at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$200,000 to a 'NOT TO EXCEED amount of \$300,000; 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 THREE HUNDRED THOUSAND** dollars (\$300,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

PARKER LANDSCAPE DEVELOPMENT INC.

RANDY S. HOWARD, General Manager

RICK CORREA, Chief Operating Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PARKER LANDSCAPE DEVELOPMENT, 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 Parker Landscape Development, Inc., a corporation with its office located at 6011 Franklin Boulevard, Sacramento, CA 95824 ("Contractor") (together sometimes referred to as the "Parties") as of APRIL 3, 2018 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** two hundred thousand dollars (\$200,000) 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. NOT APPLICABLE.

4.4 Pollution Insurance. NOT APPLICABLE

4.5 All Policies Requirements.

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

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

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

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

4.6 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages,

expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any

unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. PROJECT SITE.

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

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

Rick Correa
Chief Operating Officer
Parker Landscape Development, Inc.
6011 Franklin Boulevard
Sacramento, CA 95824

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:

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

PARKER LANDSCAPE DEVELOPMENT INC.

Date 4/3/18

Date 3.19.18


RANDY S. HOWARD, General Manager


RICK CORREA, Chief Operating Officer

Attest:


Assistant Secretary of the Commission

Approved as to Form:


General Counsel

EXHIBIT A

SCOPE OF WORK

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

Professional Commercial Landscape Services

- Landscape Maintenance
 - Mowing
 - Edging
 - Blowing
 - Fertilizing
 - Weed & Pest Control
 - Irrigation
 - Shrubs & Vines
 - Planter Beds
 - Ground Cover
 - Seasonal Plantings
 - System Checks
- Tree Care
 - Pruning
 - Trimming
 - Staking
- Special Projects
 - Aeration
 - Reseeding
 - Field Mowing
 - Renovations
 - Irrigation Installation
 - Pavers, Blocks, Rocks & Border Installation
 - 24/7/365 Emergency Services

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:

- By proposal and purchase order on an annual basis for Landscape Maintenance
- By proposal and purchase orders on a case by case basis for special projects

Or

- \$36 per hour for general labor
- \$50 per hour for an irrigation technician
- \$85 per hour for emergency services during non-business hours

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, Dawnielle Meier
(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
Parker Landscape Dev. 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 19th day of March, 20 18.

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

***** NOT APPLICABLE *****

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: 3.19.18

Name of Employer

Parker Landscape Dev.

Dawnielle Maier
(Authorized Officer & Title)

V. President
6011 Franklin Bl SAC, CA
(Address) 95824



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: May 9, 2022

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task Professional Services Agreement with Kinectrics, Inc. for generator testing and assessment services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA, Members, SCPPA, and SCPPA Members.

Background

Generator testing and assessment services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with Kinectrics, Inc., which is expiring. NCPA has utilized this vendor in the past for services such as quality control testing on stator bars used in the Hydro generator rewind project. NCPA has a good working relationship with the vendor and wishes to continue that relationship. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Ethos Energy, Andritz Hydro, and Sulzer Turbo Services.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Kinectrics, Inc.



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND KINETRICS AES 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 Kinectrics AES Inc., a corporation with its office located at 4117 Clipper Court, Fremont, CA 94538 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 202_ ("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.

Consultant warrants that the Services, excluding any as may be performed under the direction or supervision of the Agency, performed pursuant to this Agreement will be performed in a professional manner consistent with the standards of quality and care typical within the industry at the time of performance for similar work and will be performed by or under the supervision of a professional engineer pursuant to California Business and Professions Code Section 6700 et. seq. Such warranty will be effective for a period of one (1) year from the date of performance of the Service. Any such Services performed by Consultant which do not conform with Consultant above-stated warranty obligation will be re-performed by Consultant at Consultant's expense; or if re-performance is impracticable or impossible, Consultant will refund to Customer the price paid to Consultant for the non-conforming Services. The warranties and remedies set forth herein are exclusive, and no other warranty or remedy of any kind, whether statutory, written, oral, express, or implied, including without limitation warranties of performance, merchantability and fitness for a particular purpose, shall apply.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, or in accordance with Consultant's Quotation for work, or as specified in the Purchase Order, 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 where work is performed on a Time & Materials basis only; 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 for the work performed on Time & Material basis only.

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, or as otherwise agreed to, 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, or as prescribed under the relevant Workers Compensation plan.

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.

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners,

officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). (See Cal. Civ Code Section 2782.8 limiting indemnity for design professionals including professional engineers.) 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.

Notwithstanding the above, Consultant's total aggregate liability for damages arising from any cause or action whatsoever shall be limited to amounts recoverable pursuant to the policy limit amounts detailed in Section 4 above inclusive of any deductibles, as long as Consultant maintains in effect and applicability the insurance, including but not limited to the amounts, deductibles, and scope referenced herein. In no event shall Consultant at any time be liable to the Agency for any indirect, incidental or consequential damages which may be sustained by them, including but not limited to loss of revenue, profit, business reputation or opportunity whether such liability arises out of contract, tort, strict liability, warranty or other legal theory whether at law, in equity or otherwise.

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 for any US employees, 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, including the cost of any preapproved un-cancellable commitments incurred prior to the 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.

Notwithstanding any provisions in this Agreement to the contrary, Consultant will own the entire right, title and interest to its own background intellectual property and nothing in this Agreement is intended to diminish that ownership interest and/or transfer, grant or bestow any right, title or interest in the Agency or any other party, including any ownership or license interest therein.

- 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. Notwithstanding the above, Agency shall not audit the cost or pricing components of any fixed price work as long as doing so does not violate state law.
- 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:

Kinectrics, Inc.
Attn: Jeff Lewis
800 Kipling Avenue, Unit 2
Toronto, Ontario M8Z 5G5
Canada

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, for Engineering work 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, SCLPA or SCLPA 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.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

KINECTRICS AES INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

**SHAHROKH ZANGENEH,
Chief Commercial Officer**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Kinectrics AES Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members, including:

I. **Standard Generator Testing and Assessment;**

Perform limited visual inspection and off-line diagnostic testing of one generator stator winding, includes the following:

II. **Stator Winding Insulation Resistance and Polarization Index:**

Both single phase (A, B, C) and three phase testing (ABC) are required for assessment of the condition of the insulation system at 5 kV.

Testing is a requirement to ensure a minimum insulation condition prior to proceeding with diagnostic testing in accordance with the requirements of IEEE 43. Table 4 of this standard indicates the minimum recommended insulation resistance, in MΩ at 40°C, of the entire machine winding (ABC) of 100 MΩ as a prerequisite for further testing.

III. **Stator Winding Capacitance and Dissipation Factor (tan δ) Test:**

Typically single phase testing (A, B, C) is required for assessment of the condition of the insulation system.

Note: An advance Capacitance & Dissipation Factor measurements between phase to phase can also be performed to obtain additional information of the insulation condition. However, in order to perform this test, a higher capacity power supply may be required to energize the winding with additional cost.

Tan δ testing evaluates various factors that influence the performance of the overall electrical insulation. Bridge techniques will be employed to properly measure and assess the extent of pulseless and pseudo glow discharge activity. Testing is performed in accordance with the requirements of IEEE 286 on each phase at up to rated line to neutral voltage.

IV. **Stator Winding Off-Line Partial Discharge Testing:**

Measurement of the partial discharge quantities Q_{IEC} and Q_M , as well as PDEV and PDIV are required, in the single phase (A, B, C) configuration with coupling capacitors installed at both the line end and neutral end of the winding for simultaneous measurements.

Note: An advance PD measurements for additional cost can also be performed by connecting all three phases together so as to distinguish between the slot and end winding discharges; however in this case a higher capacity power supply is normally required due to high capacitance of the complete machine.

Two different methods of measuring PD will be performed with instrumentation using different frequency ranges and sensitivities to different types of PD activity. Measurements of Q_{IEC} will be performed first, followed by measurements of Q_M .

Off-line partial discharge testing evaluates various factors that influence the performance of electrical insulation associated with electrical discharges near the Line End of the stator winding. Testing is normally performed in accordance with the requirements of IEEE 1434 and/or IEC 60034-27-1.

V. **Stator Winding Electromagnetic (Corona or TVA) Test**

Single phase (A, B, C) testing is required. During testing of each phase, all slots containing a stator coil in either the top or bottom of the slot are scanned. The slots are divided into at least two sections, to allow differentiation of PD originating from each end of the core.

It is recommended that an AC overvoltage voltage test in accordance with IEEE 62.2 7.1.5 of at least 1.10 to 1.25 times the rated line-to-neutral voltage of the machine is performed prior to performing a TVA probe test (for safety). This overvoltage test provides some assurance of the integrity of the winding being tested.

VI. **Stator Winding Ultrasonic Inspection and/or Corona Camera/Corona Scope Inspection of Winding Connection End**

Testing is used to identify locations of PD within the end arm region of a stator winding. A scan of the end arm region of the connection end of the stator is performed using the ultrasonic detector to identify locations of partial discharge. An audio scans can localize areas of partial discharge which are not within line of sight

A corona scope and/or daylight corona camera, can be used to perform limited localization of PD in end winding region and requires direct line of sight.

VII. **Stator Winding Resistance**

Winding resistance testing can detect the presence of any high resistance joints, corrosion, or fractures of the conductors. The DC winding resistance of each phase (A1, A2, B1, B2, C1, C2) is measured using a Kelvin bridge in accordance with the requirements of IEEE 62.2.

VIII. **Stator AC Overvoltage Withstand Test**

AC testing results in the highest stress levels on the insulation system within the slot section of the stator core. Acceptance test levels for new machines are $2E+1$, while typical maintenance levels are 1.25 to 1.50E (E = Rated line to line voltage). Withstand testing provides some assurance that the winding insulation has a minimum level of electrical strength required to successfully operate for the expected design life or certain period of time. Testing is performed on each phase in accordance with the requirements of IEEE 62.2 on each phase for one minute, with the remaining phases grounded. Partial discharge measurements are performed at the withstand voltage level during the test.

IX. **Stator Winding DC Ramped Overvoltage Test**

DC testing results in the highest stress levels on the insulation system in the end arm region. Typical maintenance levels are 1.25 to 1.50E (E = Rated line to line voltage, $AC \times 1.7 = DC$). Ramp testing provides some assurance that the winding insulation has a minimum level of electrical strength required for continued operation. Testing is performed in accordance with the requirements of IEEE 95 on each phase using a 2 KV/min ramping rate, with the remaining phases grounded.

X. **Stator Winding Limited Stator Winding Inspection**

Visual Inspection of the stator winding assembly in accordance with the requirements of IEEE 62.2

XI. **Additional Generator Tests;**

1. **Stator Slot Wedge Tightness**

The stator Slot Wedge Tightness of the machine will be checked, and areas of concern would be noted. Testing is performed in accordance with the requirements of IEEE 62.2

2. **Stator Core Low Energy (EICID) Test**

The condition of the interlaminar resistance between stator punchings of the machine core is evaluated. Testing is performed in accordance with the requirements of IEEE 62.2 using a digital EICID test set and findings are recorded.

3. **Isolated Phase Bus Test**

Perform an AC Hipot of 27 kV for 1 minute (15 kV Class Iso-Phase Bus), followed by measurement of Partial discharge activity at 10.5 kV. Testing is amenable to detecting cracked insulators, moisture, loose connections and mounting hardware, and foreign materials.

II. Failure Analysis and Other Miscellaneous Technical Assistance

Perform document review for NCPA on an as requested basis.

III. Qualification Testing of 13.8kV stator bars and coils in accordance with IEEE 1310, IEEE 1043 and IEEE 1553.

The following qualification testing consisting of Thermal Cycling Test (TCT) in accordance with IEEE 1310 followed by Voltage Endurance Test (VET) in accordance with IEEE 1043 and 1553 is performed on newly manufactured stator bars and coils.:

Note: In case of bars normally five bars are required to perform the qualification test and in case of coils normally three coils are required.

THERMAL CYCLING TEST:

The thermal cycling work to be performed on stator bars/coils consists of:

1. Uncrating and performance of an incoming inspection of the stator bars/coils to ensure that no transit damage has occurred.
2. Perform an initial diagnostic sub-cycle on each stator bar/coil consisting of
 - A) Tap tests on the coils.
 - B) Slot corona protection surface resistance measurement.
 - C) Capacitance, dissipation factor at 0.2, 0.4, 0.6, 0.8, 1.0 Un of rated line to line voltage.
 - D) Partial discharge measurements up to 8 kV or 13.8kV ac rms.
 - E) Dimensional measurements in accordance with IEEE 1310
 - F) Surge testing (coils only): The initial surge testing of the turn insulation will be performed at 40 kV (3.5 p.u.), 100ns as per IEEE 522. The final surge testing will be performed on completion of 500 cycles on thermal cycling. The final turn insulation will be performed at 75% i.e. 30kV on each coil.
3. Performance of thermal cycling test on stator bars/coils as per the requirements of IEEE 1310-1996. Control bar/coil will be used to provide copper temperature measurements and hence to control the thermal cycling process. The thermal cycle profile will be 40°C-155°C-40°C with an average rate of increase/decrease as permitted by IEEE 1310-1996. The number of thermal cycles shall be 500.
4. Perform a diagnostic sub-cycle after 100, 250 and 500 thermal cycles on each bar/coil that has been subjected to thermal cycling. The measurements to be performed as per clause 2 above.

VOLTAGE ENDURANCE TEST:

The voltage endurance test will be performed on bars/coils on successful completion of Thermal Cycling and surge testing in case of coils in accordance to IEEE 1043 and 1553.

The test conditions shall be as follows:

- Bars/coils at 30kV (Schedule 'A') for 400 hours or (Schedule 'B') for 250 hours as per IEEE 1553. Temperature between 90 °C and 130°C (TBD).

Pass/Fail Criteria:

Surge Test (Coils Only):

This is a pass or fail test with no failures permitted.

The waveform from this test is to be compare with the original test to ensure no shorts have developed between turns. A waveshape resulting from any applied surge voltage on any coil that does not match the waveshape on the master coil is considered a fail.

If a failure occurs, the entire lot of bars/coils will be rejected.

The additional expense for dissection and failure analysis will be mutually discussed and agreed upon between Kinectrics and Agency.

Thermal Cycling Test:

During the thermal cycling process, the diagnostic testing of the bars/coils at the 100, 250 and 500 cycle mark will assist in determining how any one bar/coil is performing as the test is progressing and how any one bar/coil performed when the test is completed. Based on experience with these diagnostic tests, it will determine if the testing of any said bar/coil should continue through to the voltage endurance test or not. Utility and Vendor shall discuss, in detail, precisely what constitutes a failed thermal cycled bar/coil before testing begins.

Voltage Endurance Testing:

The bars/coils shall be subject to the acceptance criteria as outline in IEEE 1553, Section 5.

Note 1: Failure of the insulation system anywhere on the bar/coil, including the semi-con / grading interface is not permitted, this will be considered a fail.

Note 2: The area of the bar/coil that encompasses the semiconducting to grading tape interface shall not show any signs of physical erosion of the grading or semiconducting tape of any kind such as but not limited to, cracking, abrading, flaking, burn through, etc. The interface area shall be defined as the area where the grading tape overlaps the semi-conducting tape, plus up to 3.0 linear inches towards the end winding as followed along the grading tape surface.

Physical erosion of this interface area shall be considered a failure for this bar/coil. Discoloration of this interface area is permitted. There are no exceptions to this qualifying point.

Dissections: Upon completion of the thermal cycling and post-TC testing, a minimum of one bar/coil per lab test shall be dissected and microscopically examined to determine the failure mechanism or to confirm the winding quality. Any delamination within the ground-wall insulation or de-bonding between the conductor strands and the ground-wall insulation and/or turn insulation as well as discoloration in the insulation structure shall result in rejection of the bars/coils.

- a. Delamination is defined as the separation of the ground-wall tape layers due to loss of bonding strength and/or impregnating compound.
- b. De-bonding is defined as the lack of adhesion between the layers in an insulation system due to improperly cured resins or lack of resin or a fracturing of the crystalline resin in the insulation matrix.
- c. Discoloration is defined as a change in the colour of the insulation structure from the normal translucent brown colour (securely bonded regions) to an opaque white colour (poorly bonded or delaminated regions).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

- I. Standard Generator Testing and Assessment: \$42,000
- II. Advance Generator Testing and Assessment: TBD
- III. Additional Generator Tests
 - 1. Wedge Test: \$10,500
 - 2. ELCID Test: \$12,500
 - 3. Iso-Phase Bus Test: \$5,000
 - Additional Day (Mon-Fri): \$ 6,500
 - Additional Day (Sat-Sun): \$ 8,600
- IV. Technical Assistance and Document Review:
 - 1. Hourly Rate: \$215/Hour
 - 2. Expenses: Expenses + 15% Handling Fee
- V. Qualification Testing of 13.8kV stator bars/coils: \$ 60,000 (Does not include any failure analysis and/or repeat testing in case of any failure of the samples)

NOTES:

Pricing is valid to December 31, 2027 and is subject to a 3%/year escalation for following years. All prices listed are before applicable taxes.

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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