



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Subject: May 12, 2025 Lodi Energy Center Project Participant Committee Meeting

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

Time: 10:00 AM PST

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 2150 Webster Street, 1 st Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93436
CITY OF BIGGS 465 C Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 1002 Cooper Ave Glenwood Springs, CO 81601
CITY OF LODI 1331 S. Ham Lane Lodi, CA 95242	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 3201 La Ronda Pl NE Albuquerque, NM 87110
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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

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

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of the April 7, 2025 Regular Meeting Minutes and the April 14, 2025 Special Meeting Minutes.

MONTHLY REPORTS

4. Operational Report for April 2025

5. Market Data Report for April 2025 – No report this month due to planned Plant Outage.

6. Monthly Asset Report for March 2025

7. Bidding Strategies Report – No report this month due to planned Plant Outage.

CONSENT CALENDAR

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

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

9. Financial Report for March 2025 – Approve by all Participants

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

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

- 11. PMOA Schedule 6.00 Update** – Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement for requested changes to the City of Lompoc and the City of Ukiah.
- 12. Contra Costa Electric, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical related maintenance services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 13. FR Integrity, LLC dba EverLine Compliance MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with FR Integrity, LLC dba EverLine Compliance for pipeline maintenance related services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA.
- 14. Arena Painting Contractors, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Arena Painting Contractors, Inc. for specialized industrial protective coating related services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 15. American Cooling Tower, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with American Cooling Tower, Inc. for cooling tower related maintenance services, with a not to exceed amount of \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 16. Alpha Analytical Laboratories, Inc. MTCSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc. for various laboratory testing and chemical analysis related services, for an amount not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
- 17. Di Drill Survey Services, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Di Drill Survey Services, Inc. for downhole wireline services, with a not to exceed amount of \$3,000,000, for use at all facilities owned and/or operated by NCPA.
- 18. Power Engineering, Inc. MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Power Engineering, Inc. for engineering, environmental, and regulatory related services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

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.

INFORMATIONAL/ DISCUSSION ITEMS

19. Lodi Energy Center Hydrogen Upgrade Project – Staff will continue with Hydrogen Workshop Agenda, leading the Committee in a discussion regarding Project Alternatives and Alternative Uses.

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

ADJOURNMENT

Next Regular Meeting: June 9, 2024 at 10:00 AM PST

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

LEC PPC Meeting Minutes

Date: Monday, April 7, 2025

Time: 10:00 am Pacific Standard Time

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

Chairman Cori Bradley called to order the Project Participant Committee meeting at 10:06 am. She asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Wagner	Present	0.2679%
CDWR - Quintero	Present	33.5000%
Gridley - Arteaga	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Wilkie	Present	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Sauers	Present	1.7857%
Summary		
Present	9	89.0072%
Absent	4	10.9928%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	April 7, 2025	

Public Forum

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

3. Meeting Minutes

The draft minutes from March 10, 2025, regular meeting and March 25, 2025 special meeting were considered. There were no objections or requested corrections. The LEC PPC considered the following motion:

Date: 4/7/2025

Motion: The PPC approves the minutes from the March 10, 2025 Regular Meeting and the March 25, 2025 Special Meeting.

Moved by: Lompoc

Seconded by: MID

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Yes	1.7857%
Vote Summary		
Total Ayes	9	89.0072%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.9928%
Result: Motion Passed		

MONTHLY REPORTS

4. Operational Report

Ryan Johnson presented the Operational Report for March. There were no OSHA recordable or non-recordable incidents. There were no NERC/WECC or permit violations. There was one outage in March due to a blown gasket on disc cavity #3 valve. The annual maintenance outage has begun and will last through April.

The operational report reflected monthly production of 32,551 MWH, 157 service hours, and equivalent operating availability of 99.9%. The report set for the Capacity Factor @ 302MW Pmax of 14.5%. There were six cold starts, four warm starts, and no hot starts during the month.

5. Market Data Report

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 14 out of 31 available days. There were ten starts during the month. There were 17 days when LEC was uneconomic.

Bob also reviewed the Bid Cost Recovery Claims that were submitted to CAISO and the status of each claim.

6. Monthly Asset Report

Ryan Johnson presented the monthly asset report for February 2025, showing that net costs are below budget. Ryan reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

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

Consent Calendar (Items # 8 – # 12)

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

Date: 4/7/2025

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for February 2025; **9.** Financial Report for February 2025; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** NCPA Cyber Security Insurance Renewal - Approval to renew the Agency's Cyber Security insurance program from May 2025 to May 2026; **12.** Hunt Oil of California 5-yr MTEMS for purchase of various fuels, oils, and lubricants, not to exceed \$500,000 for use at all facilities owned and/or operated by NCPA.

Moved by: Lompoc
Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Yes	1.7857%
Vote Summary		
Total Ayes	9	89.0072%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.9928%
Result:	Motion Passed	

BUSINESS ACTION ITEMS

13. Lodi Energy Center FY2026 Annual Budget

Sondra Ainsworth presented the FY26 Proposed Budget. The LEC PPC considered the following motion:

Date: 4/7/2025

Motion: LEC PPC approves and adopts the Lodi Energy Center FY2026 Annual Gross Budget in the amount of \$124,658,346 , and approves modifications to the PMOA Schedule 1.00, Exhibit 2.

Moved by: SVP
Seconded by: CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Yes	1.7857%
Vote Summary		
Total Ayes	9	89.0072%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.9928%
Result:	Motion Passed	

14. Appointment of a new Vice Chairperson for LEC PPC

Chairman Bradley asked if there were any volunteers to assume the role of Vice Chair. The LEC PPC considered the following motion:

Date: 4/7/2025

Motion: The PPC approves the election of **Basil Wong** to serve as the Vice Chairperson of the LEC Project Participant Committee to conduct the business of the PPC pursuant to the Power Sales Agreement and the Project Management and Operations Agreement.

Moved by: **CDWR**

Seconded by: **Lodi**

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Yes	1.7857%
Vote Summary		
Total Ayes	9	89.0072%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	10.9928%
Result:	Motion Passed	

INFORMATIONAL ITEMS

15. Lodi Energy Center Hydrogen Upgrade Project

Mike DeBortoli introduced Fred Taylor with GHD who presented at the Hydrogen Workshop on March 25, 2025. He presented his interpretation of the participants' goals for the project. As the goals were discussed the participants provided further clarifications and adjusted the wording to more accurately describe their goals for this project. Gordon Loyd provided updates on the deliverables for the project.

16. LEC Informational Updates

Ryan Johnson provided details on the cooling flange leak due to the failed gasket on disc cavity #3. He also provided photos of gas compressor A's thrust pads, and the rotor lobes and shafts. Ryan

discussed the status of the seismic bracing and steam turbine control oil tank expansion sprinklers work that was part of FM Global's recommendations.

ADJOURNMENT

Next Regular Meeting: May 12, 2025, at 10:00 am Pacific Standard Time

Next Special Meeting: April 14, 2025, at 10:00 am Pacific Standard Time

The meeting was adjourned at 12:46 pm.

Submitted by: Julie Kenkel

DRAFT



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LEC PPC Special Meeting Minutes

Date: Monday, April 14, 2025
Time: 10:00 am Pacific Standard Time
Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference
Subject: Lodi Energy Center Project Participant Committee Special Meeting

1. Review Safety Procedures

Safety Procedures were not necessary since there were no LEC participants or members of the public in attendance at the Lodi Energy Center.

2. Call Meeting to Order and Roll Call

The PPC special meeting was called to order at 10:05 am by Chairman Cori Bradley. She asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Wagner	Absent	0.2679%
CDWR - Quintero	Present	33.5000%
Gridley - Arteaga	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Wilkie	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Her	Present	25.7500%
Ukiah - Sauers	Absent	1.7857%
Summary		
Present	7	86.8822%
Absent	6	13.1178%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	April 14, 2025	

Public Forum

Chairman Bradley 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.

BUSINESS ACTION ITEMS

3. Lodi Energy Center Hydrogen Scenario Development Discussion

Tony Zimmer reviewed the Key Concepts, Renewable Integration, Assumptions and Scenarios that were previously discussed at the Hydrogen Workshop. Members discussed having a risk matrix, optimization modal and a holistic financial scenario created. The members would like the scenario to represent each phase from the initial phase out to 100% hydrogen including escalation calculations. Tony will follow up with a schedule as to when this information will be available for review.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, May 12, 2025.

The special meeting was adjourned at 11:34 am.

Submitted by: Julie Kenkel

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 05/12/2025

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable/Reportable: 0 incidents
- Non-Recordable/Reportable: 1 incident
 - Near Miss: While performing media blasting, a contractor working the LEC outage inadvertently created a confined space by installing safety containment around their work area. The contractor also self-administered respiratory protection that NCPA was not aware of nor met the contractor's safety requirements. An NCPA employee checking on their work discovered these discrepancies and initiated a safety stand down. It was discovered that the contractor's job lead did not speak English well, and did not fully communicate the hazards of the job to NCPA personnel. NCPA worked with the contractor to define the work area as a confined space, bring the respiratory protection to NCPA's standards, designate a confined space rescue team, and discussed with contractor supervisors the need and expectations of fully defining a job scope to NCPA personnel. Plant management took this opportunity to remind all plant personnel the need to have detailed and thorough hazard analyses, notify the control room of changing job conditions, and limit the contractors' scope of work to only activities defined in their issued permits.

Notice of Violations

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

Outage Summaries:

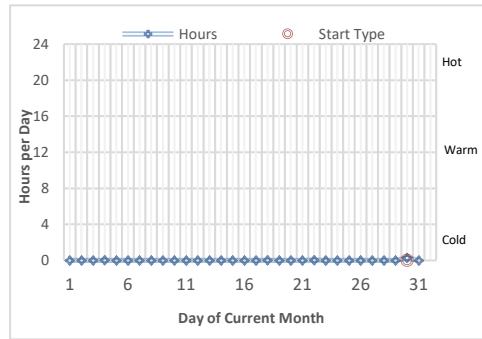
- 04/01 @ 00:00 - 04/30 @ 23:59; Annual Maintenance Outage, OMS 16725363

Planned Outage Summaries:

- April 1-30, 2026; Annual maintenance outage.

LEC Generating Unit Statistics:**Date:** 4/1/2025

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 Outages
- a. Forced Outage Rate (FOR) 0.0 %
- b. Forced Outage Factor (FOF) 0.0 %



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

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	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!	#DIV/0!	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	Total Starts	Start Failures	Hot Starts	Warm Starts	Cold Starts
Number of Starts	1	0	0	0	1
Start Time Benchmark (Minutes)	20				
Start Time Actual (Average Minute)	0	0	0	9	
Start Time Deviation (%)	0%	0%	0%	-55%	
Start Fuel Benchmark (mmBTU)	250				
Start Fuel Actual (Average mmBTU)	0	0	0	165	
Fuel Deviation (%)	0%	0%	0%	-34%	
Costs of Fuel Deviations (\$)	\$0 \$0 -\$340				

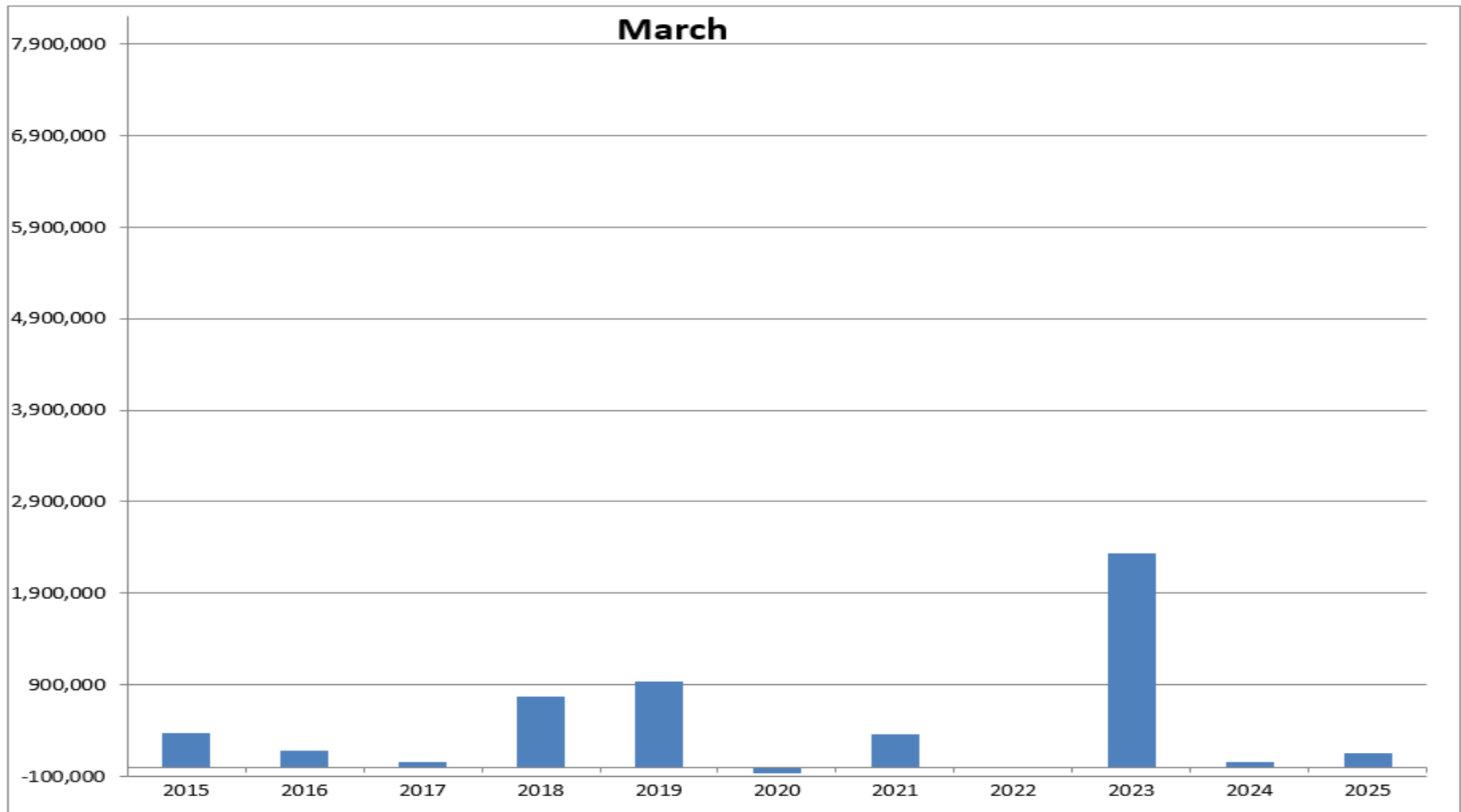
Definitions:

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

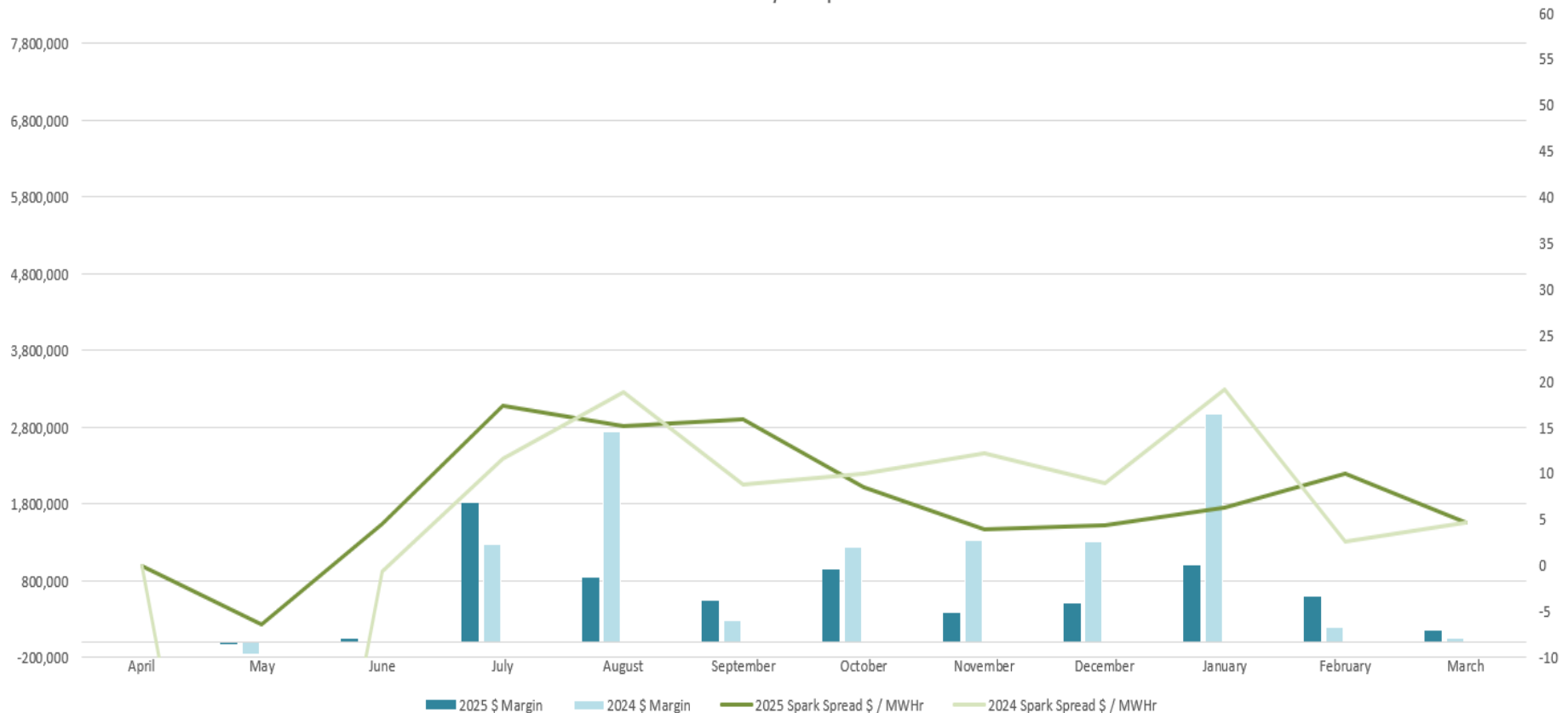
March 2025 Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	2,254,479	8,437,844	7,272,456	(6,183,365)	-73%	Energy Sales lower by 74% vs. Forecast
VOM	1,852,217	6,280,707	6,644,944	(4,428,490)	-71%	Avg. \$/MWhr lower by 39% vs Forecast CF lower by 33% ED Dispatch
Fixed	1,460,573	1,230,866	1,215,866	229,707	19%	Overage due to outage, maintenance reserves transfer.
Projects	288,633	470,057	280,333	(181,424)	-39%	
A&G	264,976	264,871	264,871	105	0%	
Debt	2,168,156	2,168,156	2,168,156	0	0.00%	
Net Cost	(3,780,076)	(1,976,814)	(3,301,714)	(1,803,262)	91.22%	
Net Annual Cost		(45,231,069)	(44,498,594)	(\$732,475)		
				Above budget by 1.65%		

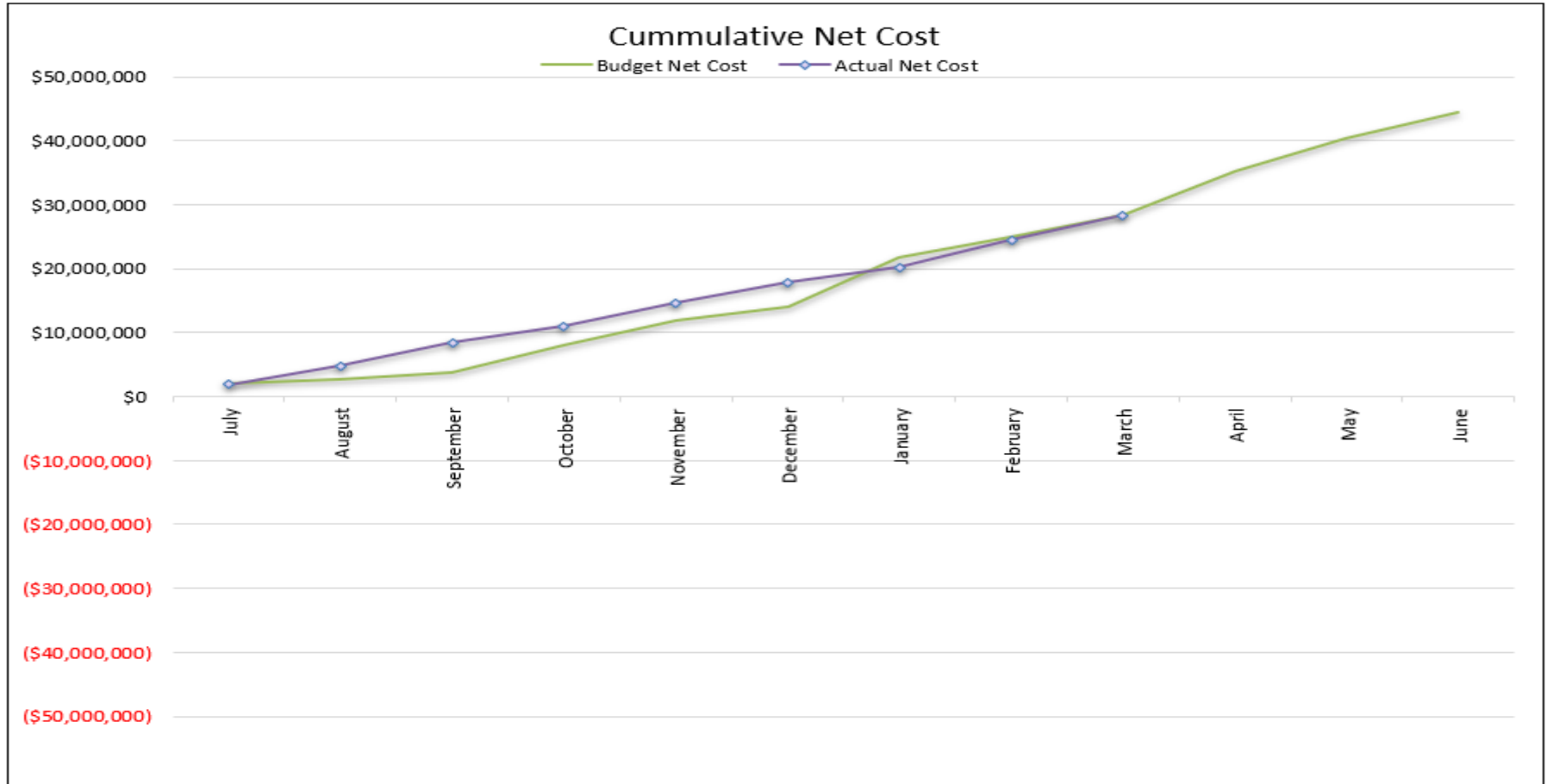
Historical Margins



Historical Monthly Comparison



- * Lower Spark Spread from Mar 2024 @ \$4.70 \$/MWhr vs. Mar 2025 @ \$4.63 \$/MWhr
- * Spark Spread delta lower, Mar 2024 vs Mar 2025 @ \$.07 \$/MWhr
- * Margin comparison higher, Mar 2024 \$54,319 vs Mar 2025 \$150,939



** On the cumulative chart, (historical asset reports), March revenue was higher when compared to previous year. Historically, March over the years, has produced a mixed revenue margin. Actual Net Cost \$28,328,672 vs Budget Net Cost \$28,316,867.

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2025 Budget	Percent Used	Comments
VOM	5,218,814	2,529,221	1,803,660	6,193,107	5,255,290	5,991,248	7,876,240	3,885,069	1,852,217	1,421,290	283,578	5,341,500	47,651,234	104,889,106	45.4%	
Capacity Factor	47%	25%	16%	50%	46%	52%	70%	29%	15%	0%	2%	26%	31%	31%	100.0%	CF lower by 33%
Fuel Consumed (mmBTU, estimated)	758,951	396,532	246,972	807,613	716,693	843,391	1,127,877	434,633	249,586	0	38,334	458,913	6,079,495	8,288,573	73.3%	
Avg Fuel Cost (\$/mmBTU)	3.81	3.86	3.55	5.03	4.09	4.51	4.76	4.55	4.66	0.00	0.00	0.00	4.05	9.34	43.4%	
Power Produced (MWhr, estimated)	104,830	55,214	34,282	110,571	100,241	116,639	157,106	59,544	32,556	0	3,995	57,321	832,299	1,127,248	73.8%	Avg MWhr lower by 39%
Avg Power Price (\$/MWhr)	70.63	62.56	68.08	67.40	54.52	58.99	59.30	61.42	66.40	0.00	0.00	0.00	57.82	100.57	57.5%	Avg power pricing lower by 39%
Operations / Variable / LTSA	155,856	174,273	211,288	129,814	650,021	141,762	199,662	1,071,526	52,278	1,421,290	26,418	560,603	4,794,791	5,616,489	85.4%	
Fuel (estimated)	2,893,970	1,530,807	877,171	4,059,244	2,928,977	3,807,262	5,370,605	1,977,532	1,163,628	0	164,657	3,615,383	28,389,235	77,589,905	36.6%	
AB32 GHG Offset (estimated)	1,477,277	730,347	464,713	1,625,837	1,432,680	1,605,877	2,029,758	718,586	427,795	0	85,665	1,025,540	11,624,075	18,130,062	64.1%	
CA ISO Charges (estimated)	691,711	93,794	250,488	378,212	243,612	436,347	276,215	117,425	208,516	0	6,838	139,975	2,843,133	3,552,650	80.0%	
Routine O&M (Fixed)	1,265,968	1,258,618	1,491,010	1,239,067	1,232,335	1,402,098	1,131,131	1,080,192	1,460,573	1,298,321	1,434,171	1,211,358	15,504,842	15,221,959	101.9%	
Maintenance / Fixed	301,092	326,538	555,554	325,020	303,499	438,310	318,138	253,969	633,402	408,934	288,978	288,978	4,442,412	3,587,692	123.8%	Account overages, maintenance reserves transfer will balance fixed cost
Administration	2,201	8,971	3,936	7,598	21,040	15,509	33,274	7,306	13,963	15,695	15,695	15,700	160,888	188,345	85.4%	
Mandatory Costs	170,786	48,533	10,041	8,159	5,431	15,701	14,438	27,933	18,941	32,189	32,189	32,190	416,531	386,269	107.8%	
Inventory Stock	0	70,753	115,567	72,520	2,271	8,130	47,886	15,505	0	0	0	33,000	365,632	450,000	0.0%	
Labor	464,848	474,063	492,010	511,290	586,192	609,317	397,215	461,938	480,598	511,609	767,413	511,609	6,268,102	6,650,919	94.2%	
Insurance	154,128	154,128	154,128	154,128	154,128	154,128	154,128	154,128	154,128	154,127	154,127	154,127	1,849,533	1,849,532	100.0%	
Power Management & Settlements	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	159,413	1,912,956	1,912,958	100.0%	
Other Costs	13,500	16,219	361	939	361	1,590	6,639	0	128	16,354	16,356	16,341	88,788	196,244	45.2%	
Projects	488,408	233,133	320,767	274,111	236,844	375,742	300,316	686,925	288,633	1,636,827	964,276	5,047,000	10,852,982	10,857,834	100.0%	
Maintenance Reserve	230,783	230,783	230,783	230,783	230,783	230,783	230,783	230,783	230,783	230,782	230,782	230,788	2,769,399	2,769,390	100.0%	
Operations & Maintenance Projects	257,625	2,350	89,984	43,328	6,061	131,303	68,559	94,165	44,732	1,081,045	42,050	49,546	1,910,748	1,746,778	109.4%	
Capital Projects	0	0	0	0	0	13,656	974	361,977	13,118	325,000	691,444	4,766,666	6,172,835	6,341,666	97.3%	
A&G	258,568	264,976	264,976	264,976	264,976	264,976	264,976	264,976	264,976	264,871	264,871	264,872	3,172,990	3,178,462	99.8%	
Administrative & General (Allocated)	216,457	222,865	222,865	222,865	222,865	222,865	222,865	222,865	222,865	222,866	222,866	222,866	2,667,975	2,674,401	99.8%	
Generation Services Shared	42,111	42,111	42,111	42,111	42,111	42,111	42,111	42,111	42,111	42,005	42,005	42,006	505,015	504,061	100.2%	
Total O&M Cost	7,231,758	4,285,948	3,880,413	7,971,261	6,989,445	8,034,064	9,572,663	5,917,162	3,866,399	4,621,309	2,946,896	11,864,730	77,182,048	134,147,361	57.5%	
Debt Service	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	2,168,156	0	0	0	19,513,404	26,017,868	75.0%	
Revenues	7,467,852	3,544,816	2,429,142	7,556,457	5,519,630	6,975,329	9,429,828	3,756,312	2,254,479	0	7,030	2,523,508	51,464,383	115,666,635	44.5%	
ISO Energy Sales (estimated)	7,403,911	3,454,165	2,334,033	7,452,511	5,464,804	6,880,100	9,316,944	3,657,405	2,161,824	0	0	2,423,424	50,549,121	113,367,408	44.6%	ISO sales lower by 71%. Exceptional Dispatch request by CAISO for voltage support
Other Income	63,941	90,651	95,109	103,946	54,826	95,229	112,884	98,907	92,655	0	7,030	100,084	915,262	2,299,227		
Net	(\$1,932,062)	(\$2,909,288)	(\$3,619,427)	(\$2,582,960)	(\$3,637,971)	(\$3,226,891)	(\$2,310,991)	(\$4,329,006)	(\$3,780,076)	(\$4,621,309)	(\$2,939,866)	(\$9,341,222)	(\$45,231,069)	(\$44,498,594)	Above budget by 1.65%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: May 12, 2025
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended March 31, 2025

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

Cash - At month end cash totaled \$984.

Investments - The carrying value of the LEC's investment portfolio totaled \$45,457,510 at month end. The current market value of the portfolio totaled \$45,020,055.

The overall portfolio had a combined weighted average interest rate of 3.187% with a bond equivalent yield (yield to maturity) of 3.279%. Investments with a maturity greater than one year totaled \$12,681,000. During the month \$2,374,588 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 2 basis points from 4.31% to 4.33% and rates on one year T-Bills decreased 3 basis points from 4.12% to 4.09%.

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

Environmental Analysis

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

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

MARCH 31, 2025

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
March 31, 2025**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 984	\$ 15,813,153	\$ 15,814,137	34.79%	\$ 15,811,705
Debt Service Reserve	-	11,595,472	11,595,472	25.51%	11,467,997
O & M Reserve	-	17,910,816	17,910,816	39.40%	17,602,284
	984	45,319,441	45,320,425	99.70%	44,881,986
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	138,069	138,069	0.30%	138,069
Participant Deposit Account	-	-	-	-	-
	\$ 984	\$ 45,457,510	\$ 45,458,494	100.00%	\$ 45,020,055

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ -	\$ 4,783	\$ -	\$ (2,169,872)	\$ 2,165,924	\$ 835
Debt Service Reserve	-	19,341	2,497	-	(21,838)	-	-
O & M Reserve	-	52,574	-	-	(182,356)	129,782	-
	-	71,915	7,280	-	(2,374,066)	2,295,706	835
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	522	-	-	(522)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 72,437	\$ 7,280	\$ -	\$ (2,374,588)	\$ 2,295,706	\$ 835

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, 2025

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,169,872	\$ (4,783)	\$ 51,035	\$ -	\$ -	\$ 2,216,124
Debt Service Reserve	21,838	(2,497)	10,906	-	-	30,247
O & M Reserve	182,356	-	2,434	-	-	184,790
	<u>2,374,066</u>	<u>(7,280)</u>	<u>64,375</u>	<u>-</u>	<u>-</u>	<u>2,431,161</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	522	-	-	-	-	522
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 2,374,588</u>	<u>\$ (7,280)</u>	<u>\$ 64,375</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,431,683</u>

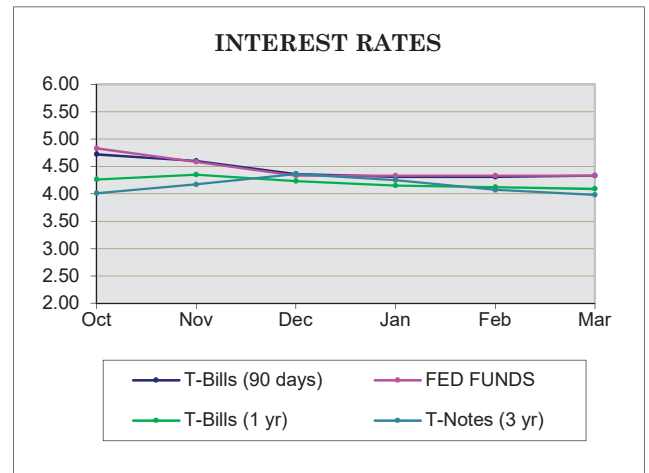
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(64,375)
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,367,308</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.187%	3.279%
Debt Service Account	4.182%	4.309%
Debt Service Reserve	2.925%	2.878%
O & M Reserve	2.469%	2.619%
GHG Cash Account	4.510%	4.510%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.33%	5.46%
Agency Disc (90da.)	4.21%	5.25%
T-Bills (1yr.)	4.09%	5.01%
Agency Disc (1yr.)	3.89%	4.83%
T-Notes (3yr.)	3.98%	4.38%



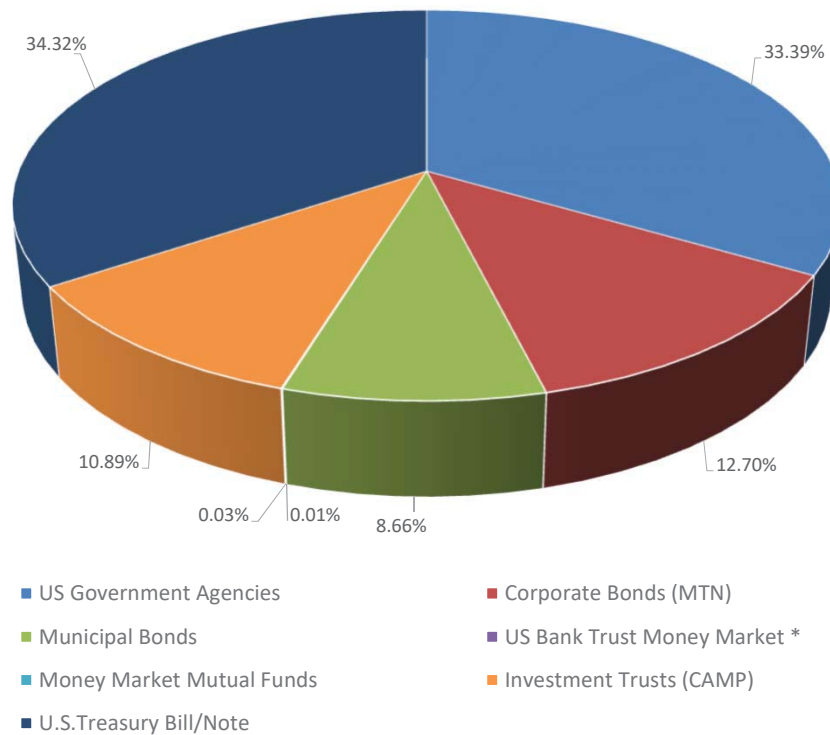
Northern California Power Agency/Lodi Energy Center
Total Portfolio
Liquidity and Investment Maturities Analysis
March 31, 2025

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 7,137	\$ 2,000	\$ 1,420	\$ 4,430	\$ 270	\$ -	\$ 15,257	33.39%
Corporate Bonds (MTN)	-	-	-	-	500	5,304	-	5,804	12.70%
Municipal Bonds	-	-	500	-	-	3,455	-	3,955	8.66%
US Bank Trust Money Market *	5	-	-	-	-	-	-	5	0.01%
Money Market Mutual Funds	13	-	-	-	-	-	-	13	0.03%
Investment Trusts (CAMP)	4,975	-	-	-	-	-	-	4,975	10.89%
U.S.Treasury Bill/Note	-	12,031	-	-	-	3,652	-	15,683	34.32%
Total Dollars	\$ 4,993	\$ 19,168	\$ 2,500	\$ 1,420	\$ 4,930	\$ 12,681	\$ -	\$ 45,692	100.00%
Total Percents	10.93%	41.95%	5.47%	3.11%	10.79%	27.75%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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

Portfolio Composition



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

03/31/2025

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	CUSIP	Investment #	Market Value	Carrying Value
US Bank Trust	USB	994	0.010		994		1	0.010	SYS79004	79004	994	994
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	58	4.250	912797NN3	27903	727,994	728,135
U.S. Treasury	USBT	730,000	4.150	03/26/2025	724,614	05/29/2025	58	4.238	912797NN3	27954	725,014	725,119
Federal Home Loan Mt	USBT	725,000	4.190	02/26/2025	717,152	05/30/2025	59	4.294	313397GF2	27936	719,983	720,021
Federal Home Loan Ba	USBT	731,000	4.160	01/29/2025	720,526	06/02/2025	62	4.279	313385GJ9	27910	725,656	725,763
Fund Total and Average		\$ 2,919,994	4.153		\$ 2,883,703		59	4.264			\$ 2,899,641	\$ 2,900,032

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	961	0.010		961		1	0.010	SYS79012	79012	961	961
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	58	4.357	912797NN3	27886	3,145,369	3,145,519
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	58	4.250	912797NN3	27904	785,597	785,750
U.S. Treasury	USBT	785,000	4.150	03/26/2025	779,208	05/29/2025	58	4.238	912797NN3	27955	779,638	779,751
Federal Home Loan Mt	USBT	785,000	4.190	02/26/2025	776,503	05/30/2025	59	4.294	313397GF2	27937	779,568	779,609
Federal Home Loan Ba	USBT	790,000	4.160	01/29/2025	778,680	06/02/2025	62	4.279	313385GJ9	27911	784,225	784,340
Fund Total and Average		\$ 6,318,961	4.182		\$ 6,214,959		59	4.311			\$ 6,275,358	\$ 6,275,930

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	58	4.357	912797NN3	27887	3,424,450	3,424,613
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	58	4.250	912797NN3	27905	661,451	661,579
U.S. Treasury	USBT	671,000	4.150	03/26/2025	666,050	05/29/2025	58	4.238	912797NN3	27956	666,417	666,514
Federal Home Loan Mt	USBT	675,000	4.190	02/26/2025	667,694	05/30/2025	59	4.294	313397GF2	27938	670,329	670,365
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	62	4.441	313385GJ9	27880	543,001	542,963
Federal Home Loan Ba	USBT	676,000	4.160	01/29/2025	666,314	06/02/2025	62	4.279	313385GJ9	27912	671,058	671,157
Fund Total and Average		\$ 6,683,000	4.194		\$ 6,566,821		59	4.328			\$ 6,636,706	\$ 6,637,191
GRAND TOTALS:		\$ 15,921,955	4.182		\$ 15,665,483		59	4.309			\$ 15,811,705.	\$ 15,813,153

*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 03/31/2025



Northern California Power Agency
Treasurer's Report

03/31/2025

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,355	0.010		1,355		1	0.010	1,355	SYS79005	79005	1,355
U.S. Treasury	USBT	85,000	4.120	12/30/2024	83,541	05/29/2025	58	4.250	84,419	912797NN3	27906	84,436
U.S. Treasury	USBT	22,000	4.150	03/26/2025	21,838	05/29/2025	58	4.238	21,850	912797NN3	27957	21,853
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	335	0.840	4,298,030	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	437	0.799	144,513	3130ANAT4	27270	150,132
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	623	4.080	3,614,231	91282CJP7	27700	3,605,787
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,186	4.285	120,224	3130AWN63	27624	119,008
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,248	4.608	21,308	91282CHX2	27647	20,851
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,643	4.046	41,237	91282CLN9	27825	41,071
Fund Total and Average		\$ 8,460,355	2.452		\$ 8,485,547		476	2.334	\$ 8,347,167			\$ 8,474,493

LEC Iss#1 2010B BABS Subs Rev

US Bank Trust	USB	978	0.010		978		1	0.010	978	SYS79006	79006	978
U.S. Treasury	USBT	2,306,000	4.210	12/05/2024	2,258,807	05/29/2025	58	4.357	2,290,250	912797NN3	27888	2,290,359
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,259,785		58	4.356	\$ 2,291,228			\$ 2,291,337

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	305	0.010		305		1	0.010	305	SYS79013	79013	305
U.S. Treasury	USBT	835,000	4.210	12/05/2024	817,911	05/29/2025	58	4.357	829,297	912797NN3	27889	829,336
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		58	4.356	\$ 829,602			\$ 829,641
GRAND TOTALS:		\$ 11,602,638	2.925		\$ 11,563,548		364	2.878	\$ 11,467,997.			\$ 11,595,471

*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 03/31/2025

Callable Dates:

Inv #

27199 FFEB Anytime



Northern California Power Agency
Treasurer's Report

03/31/2025

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	12,535	4.250		12,535		1	4.250	12,535	SYS70041	70041	12,535
California Asset Mgm	CMP	4,836,796	4.510	09/09/2022	4,836,796		1	4.510	4,836,796	SYS70075	70075	4,836,796
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	91	0.609	346,763	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	91	0.609	148,536	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	119	0.579	987,880	3136G4D75	27047	1,000,066
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	139	0.600	985,860	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	181	0.530	736,328	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	181	0.530	657,786	3133EMB,0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	313	0.699	485,125	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	394	1.200	483,100	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	471	1.050	960,930	57629WDE7	27250	1,001,882
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	512	1.250	95,722	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	531	1.227	478,335	14913R2Q9	27290	499,458
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	572	1.567	815,941	872898AA9	27335	852,325
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	587	1.490	492,474	74460DAG4	27310	515,078
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	587	1.475	1,017,461	74460DAG4	27341	1,064,403
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	791	3.654	188,204	088006KB6	27424	190,847
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,057	5.003	268,241	233851DF8	27609	266,200
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,461	3.752	457,615	072024XF4	27809	465,641
MassMutual Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,520	4.395	511,340	57629W4T4	27883	514,118
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,551	3.728	595,723	68587FAZ7	27811	608,514
San Ramon Valley USD	USBGC	1,000,000	1.794	01/31/2025	898,400	08/01/2029	1,583	4.301	906,910	7994082J7	27921	902,163
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,614	3.626	1,132,679	13063EBP0	27810	1,160,792
Fund Total and Average		\$ 18,028,331	2.469		\$ 17,898,948		517	2.619	\$ 17,602,284			\$ 17,910,818
GRAND TOTALS:		\$ 18,028,331	2.469		\$ 17,898,948		517	2.619	\$ 17,602,284.			\$ 17,910,818

*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 03/31/2025

Callable Dates:

Inv #

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



Northern California Power Agency
Treasurer's Report

03/31/2025

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	138,069	4.510	09/13/2022	138,069		1	4.510	138,069	SYS70077	70077	138,069
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 138,069	4.510		\$ 138,069		1	4.510	\$ 138,069			\$ 138,069
GRAND TOTALS:		\$ 138,069	4.510		\$ 138,069		1	4.510	\$ 138,069.			\$ 138,069

*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 03/31/2025



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

Subject: March 31, 2025 Financial Reports (Unaudited)

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

		March	
		2025	2024
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$	138,069	\$ 172,942
Interest receivable		44,514	31,275
Inventory and supplies - at average cost		3,080,135	2,643,800
Prepaid insurance		1,325,538	958,563
Due from (to) Agency, net		22,034,997	18,018,716
TOTAL CURRENT ASSETS		26,623,253	21,825,296
RESTRICTED ASSETS			
Cash and cash equivalents		4,854,906	6,099,563
Investments		40,465,518	37,784,167
Interest receivable		50,777	50,971
TOTAL RESTRICTED ASSETS		45,371,201	43,934,701
ELECTRIC PLANT			
Electric plant in service		448,084,101	447,664,290
Less: accumulated depreciation		(164,367,641)	(149,601,601)
TOTAL ELECTRIC PLANT		283,716,460	298,062,689
OTHER ASSETS			
Regulatory assets		27,020,079	28,426,408
TOTAL OTHER ASSETS		27,020,079	28,426,408
TOTAL ASSETS		382,730,993	392,249,094
DEFERRED OUTFLOWS OF RESOURCES			
Unamortized excess cost on advance refunding of debt, net		43,561	260,380
Asset retirement obligations		211,438	202,882
TOTAL DEFERRED OUTFLOWS OF RESOURCES		254,999	463,262
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$	382,985,992	\$ 392,712,356

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

	March	
	2025	2024
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 1,168,908	\$ 299,034
Operating reserves	24,604,805	20,189,945
Current portion of long-term debt	14,656,591	14,239,000
Accrued interest payable	4,044,342	4,138,330
TOTAL CURRENT LIABILITIES	44,474,646	38,866,309
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	133,252	165,932
Asset retirement obligations	211,438	202,882
Long-term debt, net	287,053,174	301,709,764
TOTAL NON-CURRENT LIABILITIES	287,397,864	302,078,578
TOTAL LIABILITIES	331,872,510	340,944,887
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	37,576,119	37,407,535
NET POSITION		
Invested in capital assets, net of related debt	(8,841,840)	(4,394,903)
Restricted	16,548,483	11,582,274
Unrestricted	5,830,720	7,172,563
TOTAL NET POSITION	13,537,363	14,359,934
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 382,985,992	\$ 392,712,356

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

		Nine Months Ended March	
		2025	2024
SALES FOR RESALE			
Participants	\$	36,505,241	\$ 29,308,514
Other		48,432,098	66,396,787
TOTAL SALES FOR RESALE		84,937,339	95,705,301
OPERATING EXPENSES			
Operations		44,932,791	58,887,147
Depreciation & amortization		10,619,111	10,617,470
Purchased power		2,355,694	2,372,998
Maintenance		4,842,544	4,606,944
Administrative and general		5,637,129	4,847,141
Transmission		367,851	492,230
Intercompany (sales) purchases		397,105	294,627
TOTAL OPERATING EXPENSES		69,152,225	82,118,557
NET OPERATING REVENUES		15,785,114	13,586,744
OTHER REVENUES (EXPENSES)			
Interest expense		(9,075,636)	(9,505,121)
Interest income		2,299,430	2,985,513
Other		3,174,315	4,306,393
TOTAL OTHER REVENUES (EXPENSES)		(3,601,891)	(2,213,215)
FUTURE RECOVERABLE AMOUNTS		(1,159,652)	(711,284)
REFUNDS TO PARTICIPANTS		(356,225)	(916,772)
INCREASE IN NET POSITION		10,667,346	9,745,473
NET POSITION			
Beginning of year		2,870,017	4,614,461
	\$	13,537,363	\$ 14,359,934

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 5,616,489	\$ 2,786,481	\$ 2,830,008	50%	A
Fuel & LDC Costs	77,589,905	27,074,992	50,514,913	65%	
GHG Allowance Costs	18,130,063	9,570,753	8,559,310	47%	
CA ISO Charges	675,952	367,851	308,101	46%	
CA ISO Energy Purchases	2,876,697	2,355,694	521,003	18%	
Total Variable Costs	104,889,106	42,155,771	62,733,335	60%	
Routine O&M Costs					
Fixed O&M	3,587,692	3,455,524	132,168	4%	B
Administration	188,345	113,799	74,546	40%	
Mandatory Costs	386,269	340,522	45,747	12%	C
Inventory Stock	450,000	332,632	117,368	26%	
Routine O&M Costs without Labor	4,612,306	4,242,477	369,829	8%	D
Labor	6,650,919	4,477,471	2,173,448	33%	
Total Routine O&M Cost	11,263,225	8,719,948	2,543,277	23%	
Other Plant Costs					
Debt Service	26,017,868	19,513,401	6,504,467	25%	
Insurance	1,849,532	1,387,149	462,383	25%	
Other Costs	196,244	39,736	156,508	80%	
Generation Services Shared	504,061	379,003	125,058	25%	
Administrative & General (Allocated)	2,674,401	1,999,381	675,020	25%	
Power Management Allocated Costs	1,912,958	1,434,719	478,239	25%	
Total Other Plant Costs	33,155,064	24,753,389	8,401,675	25%	
Total O&M Costs	149,307,395	75,629,108	73,678,287	49%	
Projects					
Operations & Maintenance	1,746,778	724,451	1,022,327	59%	
Capital	6,341,666	389,726	5,951,940	94%	
Maintenance Reserve	2,769,390	2,077,043	692,347	25%	
Total Projects	10,857,834	3,191,220	7,666,614	71%	
Annual Cost	160,165,229	78,820,328	81,344,901	51%	
Less: Third Party Revenue					
Interest Income	250,000	858,402	(608,402)	0%	
ISO Energy Sales	113,367,408	47,617,476	65,749,932	58%	
Ancillary Services Sales	2,049,227	814,622	1,234,605	60%	
Other Income	-	1,123	(1,123)	0%	
	115,666,635	49,291,623	66,375,012	57%	
Net Annual Cost to Participants (without GHG Transfer Credits)	44,498,594	29,528,705	14,969,889		
GHG Allowance Credits	17,646,370	9,419,553	8,226,817	47%	
Net Annual Cost to Participants (with GHG Transfer Credits)	\$ 26,852,224	\$ 20,109,152	\$ 6,743,072	25%	
Total Variable Costs	104,889,106	42,155,771	62,733,335		
Total Fixed Costs	55,276,123	36,664,557	18,611,566		
	\$ 160,165,229	\$ 78,820,328	\$ 81,344,901		
Net Cumulative Generation (MWh)	1,626,895	770,971			
Total O&M Cost Per MWh	\$ 91.77	\$ 98.10			
Net Annual Cost Per MWh	\$ 16.51	\$ 26.08			
Net Annual Cost Per KW Month	\$ 7.41	\$ 5.55			

Footnotes:

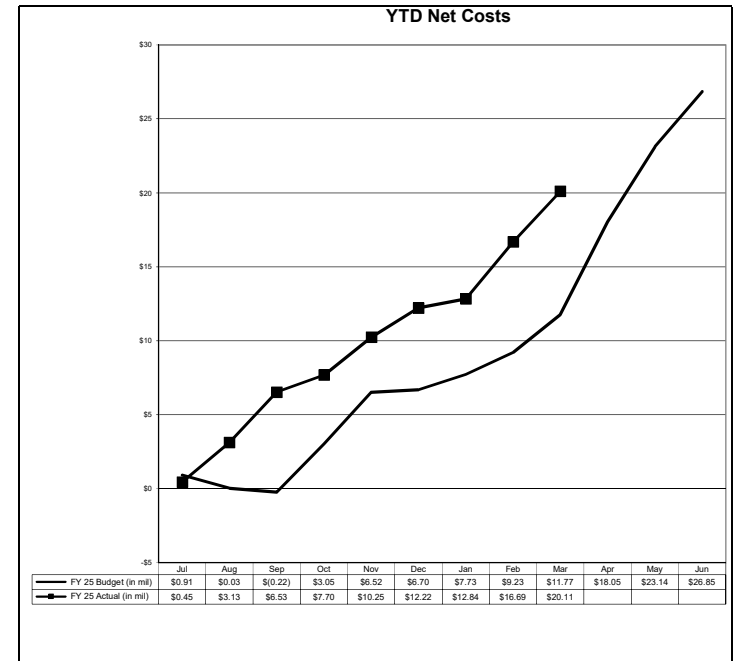
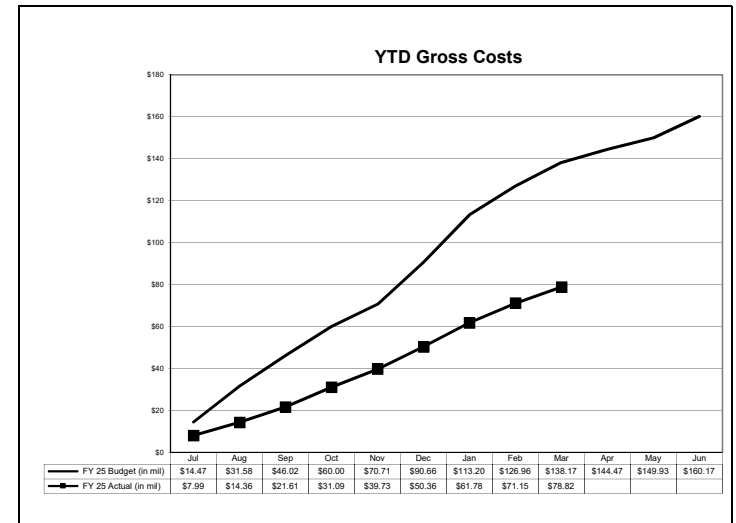
General - The plant ran 16 out of 31 days during the month due to economics.

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

B - Fixed O&M costs have been higher than anticipated due to supply chain issues and unanticipated repairs.

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

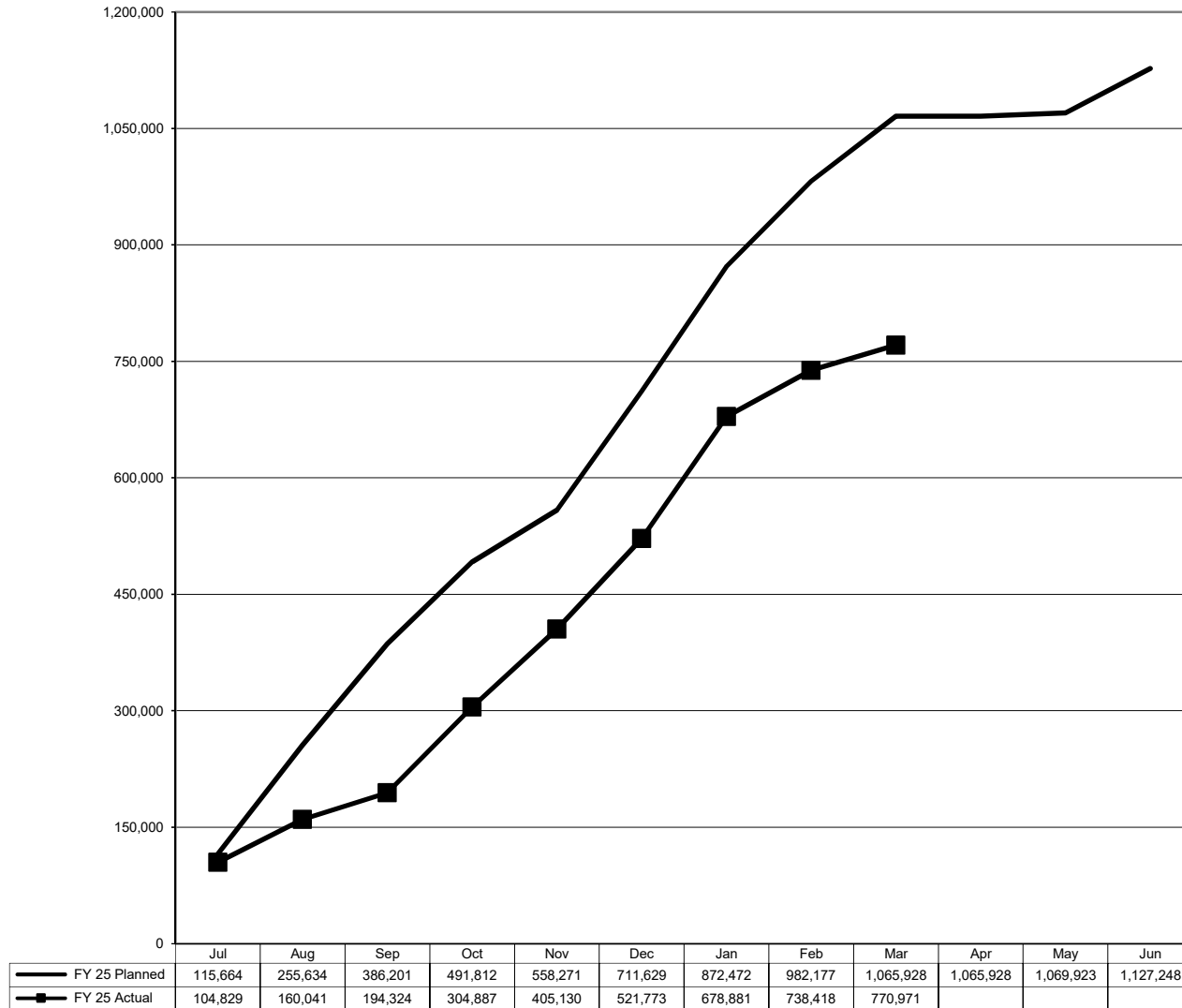
D - Expenditure for parts in preparation of annual maintenance. Costs are expected to levelize during the year.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2025

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2025 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual			Estimated									CY 2025	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	157,108	59,538	32,553	0	0	761	0	0	0	0	0	0	249,960	13,361,761
Gas Schedule (MMBtu)	1,120,016	431,751	248,705	0	0	5,903	0	0	0	0	0	0	1,806,375	96,114,551
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	60,442	23,299	13,421	0	0	319	0	0	0	0	0	0	97,481	5,194,872
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	548,827	572,126	585,547	585,547	585,547	585,866	585,866	585,866	585,866	585,866	585,866	585,866	585,866	585,866
Compliance Instrument Participant Transfers														
Carryover Allowances	3,000	0	0	0	0	0	0	0	0	0	0	0	3,000	112,263
Auction Allowances	1,055	35,205	501	85	0	0	0	0	0	0	0	0	36,846	5,378,981
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	4,055	35,205	501	85	0	0	0	0	0	0	0	0	39,846	5,491,244
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	4,603,540
Total Monthly Activity (MT)	4,055	35,205	501	85	0	0	0	0	0	0	0	0	39,846	5,537,566
Cumulative MT Account Balance (MTA)	898,913	934,118	934,619	934,704	934,704	934,704	934,704	934,704	934,704	934,704	934,704	934,704	934,704	934,704
MTA Shortfall (MT)	(350,086)	(361,992)	(349,072)	(349,157)	(349,157)	(348,838)	(348,838)	(348,838)	(348,838)	(348,838)	(348,838)	(348,838)	(348,838)	(348,838)
Current Month CCA Balance (\$)	0	0	0	0	138,069	0	0	0	0	0	0	0	0	138,069
Monthly GHG Price	29.24	30.09	28.05	26.63	26.76	28.47	27.01	27.13	28.89	29.03	29.17	29.35		



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

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

Proposal

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

Background

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

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

Fiscal Impact

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

Environmental Analysis

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

Recommendation

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

Submitted by:

MICHAEL DEBORTOLI
Assistant General Manager Generation Services

Attachments: (1)
PMOA Schedule 6.00 Contact List

Agreement Schedule 6.00

Contact List

Northern California Power Agency

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

With copies to:

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

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

City of Azusa

City of Azusa
Azusa Light & Water Department
Attn: Richard Torres, Interim Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5211
Facsimile: (626) 334-3163
Email: mailto:gmmorrow@ci.azusa.ca.usrtorres@azusaca.gov
Alternates: Tim Vuong (tvuong@azusaca.gov); Tikan Singh (tsingh@azusalw.com)

San Francisco Bay Area Rapid Transit District

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

Modesto Irrigation District

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

California Department of Water Resources:

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

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC
Attn: Bob Marshall, General Manager
73233 Highway 70
Portola, California 96122-7064
Telephone: (530) 832-4261
Facsimile: (530) 832-6070
Email: marshall@psln.com
Alternates: Mike Brozo (mbrozo@psrec.coop); Bill Newberg (bill.newberg@psrec.coop)

City of Biggs

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

City of Gridley

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

City of Healdsburg

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

City of Lodi

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

City of Lompoc

City of Lompoc
Attn: Mike Luther, Interim Utility Director
100 Civic Center Plaza
Lompoc, California 93436-6916
Telephone: (805) 875-8272
Facsimile: (805) 736-5347
Email: m_luther@ci.lompoc.ca.us
Alternates: Robert “Bob” Cross (r_cross@ci.lompoc.ca.us); Christie Donnelly (c_donnelly@ci.lompoc.ca.us)

Silicon Valley Power

Silicon Valley Power
Attn: Steve Hance, Senior Electric Division Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 615-6691
Facsimile: (408) 249-0217
Email: shance@svpower.com
Alternates: Ann Hatcher (ahatcher@santaclaraca.gov); Kathleen Hughes (khughes@santaclaraca.gov); Paulo Apolinario (papolinario@santaclaraca.gov); Basil Wong (bwong@santaclaraca.gov); Saul Lopez (slopez@santaclaraca.gov)

City of Ukiah

City of Ukiah
Attn: Cindy Sauers, Utility Director
1350 Hastings Road
Ukiah, CA 95842
Telephone: (707) 463-6286 or (707) 972-7695
Facsimile: (707) 463-6740
Email: csauers@cityofukiah.com
Alternates: None.

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority
Attn: Cori Bradley
Cameron – Daniel, PC950 Reserve Drive, Suite 160
Roseville, CA 95678
Telephone: (916) 405-8923
Email: cori@robertson-bryan.com
Alternates: Bruce McLaughlin (bcm@cameron-daniel.com); David Ansolabehere (dansolabehere@cawelowd.org)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical related maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various electrical related maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Power Systems, Electrical Maintenance Consultants, Industrial Electrical Co., NorCal Power Services and Schneider Electric (pending).

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 \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Contra Costa Electric, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CONTRA COSTA ELECTRIC, 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 Contra Costa Electric, Inc., a corporation, with its office located at 825 Howe Road, Martinez, CA 94553 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly by Contractor with limits of one million dollars (\$1,000,000.00) for bodily injury by accident/each accident; bodily injury by diseases/each employee; bodily injury by disease/policy limit.

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 at least \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis.

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 limit of \$2,000,000 combined single limit. 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 cancellation, or modification adverse to Agency of the policies referenced in Section 4.

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination to include cancellation fees, and restocking fees; 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 the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Contra Costa Electric, Inc.
Attention: Kyle Church
825 Howe Road
Martinez, CA 94553

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt
General Counsel

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

CONTRA COSTA ELECTRIC, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

CHARLES F. HADSELL,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Contra Costa Electric, Inc. ("Contractor") shall provide electrical related maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Electrical Maintenance
- Instrumentation
- High Voltage

Contractor may provide services at all Project Site Locations.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

IBEW Local 302 - Contra Costa County

Rates Effective March 1st, 2025 Through February 28th, 2026

Electricians

Normal Day Shift - Rates		St	Ot	Dt
Craft Classification		Hrly Rate	Hrly Rate	Hrly Rate
Elec Sr. General Foreman	Work Truck Included	\$ 201.05	\$ 259.96	\$ 327.81
Elec General Foreman	Work Truck Included	\$ 195.68	\$ 251.98	\$ 317.22
Elec Jym Cable Splicer	Work Truck Included	\$ 182.25	\$ 232.02	\$ 290.74
Elec Foreman	Work Truck Included	\$ 182.25	\$ 232.02	\$ 290.74
Elec Jym Welder	Work Truck Included	\$ 182.25	\$ 232.02	\$ 290.74
Elec Journeyman		\$ 153.82	\$ 197.07	\$ 249.27
Elec Apprentice - 90%		\$ 134.08	\$ 172.10	\$ 219.08
Elec Apprentice - 80%		\$ 123.33	\$ 156.14	\$ 197.89
Elec Apprentice - 70%		\$ 112.58	\$ 140.17	\$ 176.71
Elec Apprentice - 60%		\$ 101.84	\$ 124.21	\$ 155.52
Elec Apprentice - 50%		\$ 91.10	\$ 108.25	\$ 134.35
Elec Apprentice - 40%		\$ 80.35	\$ 92.28	\$ 113.16

Swing Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec Sr. General Foreman_ss	Work Truck Included	\$ 225.22	\$ 295.86	\$ 328.50
Elec General Foreman_ss	Work Truck Included	\$ 218.92	\$ 286.50	\$ 317.89
Elec Jym Cable Splicer_ss	Work Truck Included	\$ 203.16	\$ 263.09	\$ 291.33
Elec Foreman_ss	Work Truck Included	\$ 203.16	\$ 263.09	\$ 291.33
Elec Jym Welder_ss	Work Truck Included	\$ 203.16	\$ 263.09	\$ 291.33
Elec Journeyman_ss		\$ 172.41	\$ 224.69	\$ 249.79
Elec Apprentice - 90%_ss		\$ 150.81	\$ 196.96	\$ 219.56
Elec Apprentice - 80%_ss		\$ 138.20	\$ 178.23	\$ 198.32
Elec Apprentice - 70%_ss		\$ 125.59	\$ 159.50	\$ 177.08
Elec Apprentice - 60%_ss		\$ 112.99	\$ 140.78	\$ 155.84
Elec Apprentice - 50%_ss		\$ 100.39	\$ 122.06	\$ 134.61
Elec Apprentice - 40%_ss		\$ 87.79	\$ 103.33	\$ 113.37

Grave Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec Sr. General Foreman_gs	Work Truck Included	\$ 244.92	\$ 325.13	\$ 329.06
Elec General Foreman_gs	Work Truck Included	\$ 237.86	\$ 314.64	\$ 318.42
Elec Jym Cable Splicer_gs	Work Truck Included	\$ 220.20	\$ 288.41	\$ 291.82
Elec Foreman_gs	Work Truck Included	\$ 220.20	\$ 288.41	\$ 291.82
Elec Jym Welder_gs	Work Truck Included	\$ 220.20	\$ 288.41	\$ 291.82
Elec Journeyman_gs		\$ 187.56	\$ 247.20	\$ 250.22
Elec Apprentice - 90%_gs		\$ 164.44	\$ 217.22	\$ 219.94
Elec Apprentice - 80%_gs		\$ 150.33	\$ 196.25	\$ 198.67

Elec Apprentice - 70%_gs	\$ 136.20	\$ 175.26	\$ 177.38
Elec Apprentice - 60%_gs	\$ 122.08	\$ 154.28	\$ 156.10
Elec Apprentice - 50%_gs	\$ 107.97	\$ 133.31	\$ 134.83
Elec Apprentice - 40%_gs	\$ 93.85	\$ 112.33	\$ 113.54

IBEW Local 302 Sound & Communications / 9th District - Northern California Schedule "E"

Rates Effective December 1st, 2024 Through November 30th, 2025

Day Shift Rates		St	Ot	Dt
Craft Classification	Adder	Hrly Rate	Hrly Rate	Hrly Rate
Sr Com & Sys Technican	Work Truck Included	\$ 160.79	\$ 174.78	\$ 218.68
Com & Sys Technician	Work Truck Included	\$ 152.93	\$ 163.40	\$ 203.78
Com & Sys Installer	Work Truck Included	\$ 141.12	\$ 146.31	\$ 181.44
Data Instl. Apprentice - 90%		\$ 116.00	\$ 134.19	\$ 165.79
Data Instl. Apprentice - 80%		\$ 108.12	\$ 122.81	\$ 150.89
Data Instl. Apprentice - 70%		\$ 100.25	\$ 111.40	\$ 135.98
Data Instl. Apprentice - 65%		\$ 96.33	\$ 105.71	\$ 128.55
Data Instl. Apprentice - 60%		\$ 86.64	\$ 94.27	\$ 115.36
Data Instl. Apprentice - 55%		\$ 76.94	\$ 82.85	\$ 102.13

Swing Shift Rates		St	Ot	Dt
Craft Classifications		Hrly Rate	Hrly Rate	Hrly Rate
Sr Com & Sys Technican_ss	Work Truck Included	\$ 177.85	\$ 199.41	\$ 220.52
Com & Sys Technician_ss	Work Truck Included	\$ 168.58	\$ 186.03	\$ 205.46
Com & Sys Installer_ss	Work Truck Included	\$ 154.75	\$ 166.00	\$ 182.91
Data Instl. Apprentice - 90%_ss		\$ 128.23	\$ 151.91	\$ 167.10
Data Instl. Apprentice - 80%_ss		\$ 119.01	\$ 138.56	\$ 152.07
Data Instl. Apprentice - 70%_ss		\$ 109.77	\$ 125.19	\$ 137.00
Data Instl. Apprentice - 65%_ss		\$ 105.15	\$ 118.50	\$ 129.48
Data Instl. Apprentice - 60%_ss		\$ 94.79	\$ 106.07	\$ 116.23
Data Instl. Apprentice - 55%_ss		\$ 84.42	\$ 93.66	\$ 102.93

Grave Shift Rates		St	Ot	Dt
Craft Classifications		Hrly Rate	Hrly Rate	Hrly Rate
Sr Com & Sys Technican_gs	Work Truck Included	\$ 191.68	\$ 219.44	\$ 222.00
Com & Sys Technician_gs	Work Truck Included	\$ 181.34	\$ 204.48	\$ 206.84
Com & Sys Installer_gs	Work Truck Included	\$ 165.82	\$ 182.06	\$ 184.09
Data Instl. Apprentice - 90%_gs		\$ 138.25	\$ 166.36	\$ 168.17
Data Instl. Apprentice - 80%_gs		\$ 127.90	\$ 151.39	\$ 153.02
Data Instl. Apprentice - 70%_gs		\$ 117.56	\$ 136.45	\$ 137.84
Data Instl. Apprentice - 65%_gs		\$ 112.37	\$ 128.95	\$ 130.28
Data Instl. Apprentice - 60%_gs		\$ 101.46	\$ 115.74	\$ 116.96
Data Instl. Apprentice - 55%_gs		\$ 90.54	\$ 102.50	\$ 103.60

Plumbers & Steamfitters - Local 342 - Class II Benefit Schedule

Rates Effective July 1st, 2024 Through June 30th, 2025

Day Shift Rates		St	Ot	Dt
Craft Classification	Adder	Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	Work Truck Included	\$ 233.36	\$ 312.58	\$ 391.80
Steamfitter Gen Foreman	Work Truck Included	\$ 220.88	\$ 294.50	\$ 368.11
Steamfitter Foreman	Work Truck Included	\$ 212.13	\$ 281.81	\$ 351.51
Steamfitter Alloy Welder / Crew Lead	Work Truck Included	\$ 203.37	\$ 269.17	\$ 334.94
Steamfitter Journeyman		\$ 178.41	\$ 239.68	\$ 300.97
Steamfitter Apprentice 10th		\$ 159.68	\$ 212.58	\$ 265.44
Steamfitter Apprentice 9th		\$ 153.43	\$ 203.51	\$ 253.61
Steamfitter Apprentice 8th		\$ 147.20	\$ 194.47	\$ 241.74
Steamfitter Apprentice 7th		\$ 140.96	\$ 185.43	\$ 229.89
Steamfitter Apprentice 6th		\$ 134.70	\$ 176.39	\$ 218.06
Steamfitter Apprentice 5th		\$ 128.46	\$ 167.33	\$ 206.20
Steamfitter Apprentice 4th		\$ 122.21	\$ 158.29	\$ 194.37
Steamfitter Apprentice 3rd		\$ 115.98	\$ 149.27	\$ 182.53
Steamfitter Apprentice 2nd		\$ 87.98	\$ 114.25	\$ 140.46
Steamfitter Apprentice 1st		\$ 82.06	\$ 105.50	\$ 128.92

Swing & Grave Shift Rates		St	Ot	Dt
Craft Classifications		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	Work Truck Included	\$ 258.07	\$ 348.38	\$ 438.69
Steamfitter Gen Foreman	Work Truck Included	\$ 243.71	\$ 327.60	\$ 411.46
Steamfitter Foreman	Work Truck Included	\$ 233.69	\$ 313.06	\$ 392.41
Steamfitter Alloy Welder / Crew Lead	Work Truck Included	\$ 223.63	\$ 298.49	\$ 373.33
Steamfitter Journeyman		\$ 197.13	\$ 266.81	\$ 336.51
Steamfitter Apprentice 10th		\$ 175.62	\$ 235.66	\$ 295.69
Steamfitter Apprentice 9th		\$ 168.42	\$ 225.22	\$ 282.04
Steamfitter Apprentice 8th		\$ 161.26	\$ 214.85	\$ 268.41
Steamfitter Apprentice 7th		\$ 154.05	\$ 204.44	\$ 254.79
Steamfitter Apprentice 6th		\$ 146.89	\$ 194.03	\$ 241.16
Steamfitter Apprentice 5th		\$ 139.70	\$ 183.62	\$ 227.50
Steamfitter Apprentice 4th		\$ 132.52	\$ 173.22	\$ 213.92
Steamfitter Apprentice 3rd		\$ 125.35	\$ 162.85	\$ 200.30
Steamfitter Apprentice 2nd		\$ 96.61	\$ 126.68	\$ 156.78
Steamfitter Apprentice 1st		\$ 89.43	\$ 116.31	\$ 143.18

Local 47 & 1245 - Western Line Construction - Estimated

Rates Effective January 1st, 2025 Through May 31st, 2025

Day Shift Rates		St	Ot	Dt
Craft Classification	Adder	Hrly Rate	Hrly Rate	Hrly Rate
Line Superintendent	Work Truck Included	\$ 189.07	N/A	\$ 304.33
Line General Foreman	Work Truck Included	\$ 187.43	N/A	\$ 301.27
Line Cable Splicer Foreman	Work Truck Included	\$ 175.45	N/A	\$ 279.12
Line Foreman	Work Truck Included	\$ 175.45	N/A	\$ 279.12
Lineman Welder	Work Truck Included	\$ 169.46	N/A	\$ 268.06
Line Jym Cable Splicer - Technician	Work Truck Included	\$ 163.61	N/A	\$ 257.23
Line Journeyman	Work Truck Included	\$ 163.61	N/A	\$ 257.23
Line Powderman	Work Truck Included	\$ 144.65	N/A	\$ 223.08
Line Equipment Man	Work Truck Included	\$ 134.34	N/A	\$ 203.69
Line Groundman-Truck Driver	Work Truck Included	\$ 113.90	N/A	\$ 165.21
Underground Foreman (Civil Work PG&E)		\$ 135.03	N/A	\$ 212.09
Electric Distribution Transmission Inspector		\$ 135.03	N/A	\$ 212.09
Line Substation Technician Foreman		\$ 155.61	N/A	\$ 249.23
Line Substation Technician		\$ 155.61	N/A	\$ 249.23
Line Substation Technician Trainee 1st/Yr		\$ 104.53	N/A	\$ 157.74
Line Substation Technician Trainee 2nd/Yr		\$ 123.68	N/A	\$ 192.04
Line Substation Technician Trainee 3rd/Yr		\$ 142.84	N/A	\$ 226.36
Line Fabricator Tech		\$ 117.96	N/A	\$ 183.49
Line Fabricator Tech Trainee		\$ 111.84	N/A	\$ 171.95
Line Apprentice - 90%		\$ 142.39	N/A	\$ 225.91
Line Apprentice - 85%		\$ 136.69	N/A	\$ 215.17
Line Apprentice - 80%		\$ 130.97	N/A	\$ 204.40
Line Apprentice - 75%		\$ 125.23	N/A	\$ 193.59
Line Apprentice - 70%		\$ 119.52	N/A	\$ 182.82
Line Apprentice - 65%		\$ 113.79	N/A	\$ 172.05
Line Apprentice - 60%		\$ 108.08	N/A	\$ 161.29

OWNED EQUIPMENT & TOOL

T&M Rates**Rates Effective February 26th, 2024 Through February 28th, 2025**

Type	Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Data	Fluke Launch Cables (SM-62.5MM-50MCMM)	\$ 3.78	\$ 29.09	\$ 103.88	\$ 371.00
Data	Fluke Networks VERSIV DSX-5000 (Copper Cable Analyzer)	\$ 7.54	\$ 58.02	\$ 207.20	\$ 740.00
Data	Fluke Networks VERSIV DSX-5000 (OTDR)	\$ 15.62	\$ 120.19	\$ 429.24	\$ 1,533.00
Data	SUMITOMO Q101 (Fusion Splicer)	\$ 19.08	\$ 146.76	\$ 524.16	\$ 1,872.00
Data	VERSIV DSX-5000 (w/ OLTS Modules and Fiber Analyzer)	\$ 18.98	\$ 145.98	\$ 521.36	\$ 1,862.00
Line Equipment	Pole Dolly	\$ 4.34	\$ 33.40	\$ 119.28	\$ 426.00
Line Equipment	Substation Grounds/w Stick (Buss, Conductor)	\$ 43.69	\$ 336.07	\$ 1,200.25	\$ 4,286.61
Line Equipment	Trailer 5th Wheel	\$ 6.11	\$ 46.96	\$ 167.72	\$ 599.00
Line Equipment	Trailer 5th Wheel - Reel	\$ 11.26	\$ 86.63	\$ 309.40	\$ 1,105.00
Line Equipment	Trailer Four Drum Distrubtion Puller (1,500 lb)	\$ 35.73	\$ 274.87	\$ 981.68	\$ 3,506.00
Line Equipment	Trailer Single Drum O/H Cable Puller (6,000 lb)	\$ 35.73	\$ 274.87	\$ 981.68	\$ 3,506.00
Line Equipment	Trailer Single Drum U/G Cable Puller (6,000 lb)	\$ 35.73	\$ 274.87	\$ 981.68	\$ 3,506.00
Line Equipment	Trailer Wash	\$ 43.01	\$ 330.85	\$ 1,181.60	\$ 4,220.00
Line Equipment	Truck Boom @ (18 Ton)	\$ 62.92	\$ 483.96	\$ 1,728.44	\$ 6,173.00
Line Equipment	Truck Boom @ (7 Ton)	\$ 45.25	\$ 348.10	\$ 1,243.20	\$ 4,440.00
Line Equipment	Truck Bucket @ (25 Ft)	\$ 45.13	\$ 347.16	\$ 1,239.84	\$ 4,428.00
Line Equipment	Truck Bucket @ (50 Ft)	\$ 57.19	\$ 439.90	\$ 1,571.08	\$ 5,611.00
Line Equipment	Truck Bucket @ (60 Ft)	\$ 65.64	\$ 504.90	\$ 1,803.20	\$ 6,440.00
Line Equipment	Truck Bucket @ (65 Ft)	\$ 74.29	\$ 571.46	\$ 2,040.92	\$ 7,289.00
Line Equipment	Truck Highway Digger	\$ 45.71	\$ 351.62	\$ 1,255.80	\$ 4,485.00
Line Equipment	Truck Reel @ (1 ton)	\$ 36.54	\$ 281.06	\$ 1,003.80	\$ 3,585.00
Line Equipment	Truck Winch @ (5 ton)	\$ 51.37	\$ 395.14	\$ 1,411.20	\$ 5,040.00
Line Equipment	TruckLine	\$ 61.39	\$ 472.20	\$ 1,686.44	\$ 6,023.00
Line Equipment	TruckTractor	\$ 54.43	\$ 418.66	\$ 1,495.20	\$ 5,340.00
Rolling Stock	Connex 20'	\$ 1.28	\$ 9.88	\$ 35.28	\$ 126.00
Rolling Stock	Connex 40'	\$ 2.55	\$ 19.60	\$ 70.00	\$ 250.00
Rolling Stock	Forklift 10K	\$ 11.72	\$ 90.16	\$ 322.00	\$ 1,150.00
Rolling Stock	Forklift 5K	\$ 11.21	\$ 86.24	\$ 308.00	\$ 1,100.00
Rolling Stock	Forklift Telehandler 10K	\$ 18.35	\$ 141.12	\$ 504.00	\$ 1,800.00
Rolling Stock	Forklift Telehandler 5K	\$ 21.40	\$ 164.64	\$ 588.00	\$ 2,100.00
Rolling Stock	Golf Cart	\$ 6.12	\$ 47.04	\$ 168.00	\$ 600.00
Rolling Stock	Highway Van	\$ 3.13	\$ 24.07	\$ 85.96	\$ 307.00
Rolling Stock	Trailer Bending/Threading @ (1/2" thru 2")	\$ 12.88	\$ 99.10	\$ 353.92	\$ 1,264.00
Rolling Stock	Trailer Instrument Calibration @ 20 ft)	\$ 30.58	\$ 235.20	\$ 840.00	\$ 3,000.00
Rolling Stock	Trailer Instrument Calibration @ 32 ft)	\$ 35.62	\$ 274.01	\$ 978.60	\$ 3,495.00
Rolling Stock	Trencher Ride On	\$ 24.58	\$ 189.10	\$ 675.36	\$ 2,412.00
Rolling Stock	Truck Pickup (WET)	\$ 14.78	\$ 113.68	\$ 406.00	\$ 1,450.00
Rolling Stock	Truck Stakebed @ (1 ton) (WET)	\$ 23.44	\$ 180.32	\$ 644.00	\$ 2,300.00
Rolling Stock	Truck Welding w/ 200 amp Welder	\$ 31.12	\$ 239.36	\$ 854.84	\$ 3,053.00
Rolling Stock	Truck/Van Service (WET)	\$ 24.97	\$ 192.08	\$ 686.00	\$ 2,450.00
Rolling Stock	Truck Pickup (DRY)	\$ 12.74	\$ 98.00	\$ 350.00	\$ 1,250.00
Rolling Stock	Truck Stakebed @ (1 ton) (DRY)	\$ 21.40	\$ 164.64	\$ 588.00	\$ 2,100.00
Rolling Stock	Truck/Van Service (DRY)	\$ 22.93	\$ 176.40	\$ 630.00	\$ 2,250.00
Test	40 to 20 MA Simulator	\$ 16.09	\$ 123.79	\$ 442.12	\$ 1,579.00
Test	Amp Probe	\$ 16.09	\$ 123.79	\$ 442.12	\$ 1,579.00
Test	Dead Weight Tester	\$ 15.29	\$ 117.60	\$ 420.00	\$ 1,500.00
Test	Digital Pressure Calibrator	\$ 15.29	\$ 117.60	\$ 420.00	\$ 1,500.00
Test	DMC 1113/2300 Kit	\$ 14.27	\$ 109.76	\$ 392.00	\$ 1,400.00

Test	DMC 250/500 Kit	\$ 12.23	\$ 94.08	\$ 336.00	\$ 1,200.00
Test	DMC Buss Kit	\$ 16.31	\$ 125.44	\$ 448.00	\$ 1,600.00
Test	Dry Block Tempature Calibrator	\$ 2.98	\$ 22.89	\$ 81.76	\$ 292.00
Test	Earth Megger	\$ 9.30	\$ 71.50	\$ 255.36	\$ 912.00
Test	Fluke 87 VOM	\$ 5.03	\$ 38.73	\$ 138.32	\$ 494.00
Test	Fluke IR Scanner + \$60 Hourly Rate Creating For Reports	\$ 6.52	\$ 50.18	\$ 179.20	\$ 640.00
Test	High Pot @ (50kvdc)	\$ 19.53	\$ 150.21	\$ 536.48	\$ 1,916.00
Test	Instrument & Control Test Kit	\$ 16.48	\$ 126.77	\$ 452.76	\$ 1,617.00
Test	IR Temp Check	\$ 23.44	\$ 180.32	\$ 644.00	\$ 2,300.00
Test	Megger @ (2.5/5kvdc)	\$ 6.12	\$ 47.04	\$ 168.00	\$ 600.00
Test	Phase Meter @ (21kv)	\$ 6.12	\$ 47.04	\$ 168.00	\$ 600.00
Test	Recording Analyzer + \$60 Hourly Rate Creating For Reports	\$ 24.46	\$ 188.16	\$ 672.00	\$ 2,400.00
Test	RTD Simulator	\$ 1.47	\$ 11.29	\$ 40.32	\$ 144.00
Test	Smart Calibrator	\$ 3.38	\$ 26.03	\$ 92.96	\$ 332.00
Test	TC Simulator	\$ 3.78	\$ 29.09	\$ 103.88	\$ 371.00
Test	Test Pump (Hand Pressure)	\$ 1.47	\$ 11.29	\$ 40.32	\$ 144.00
Test	Wally Box	\$ 3.78	\$ 29.09	\$ 103.88	\$ 371.00
Tools	Bender Electric @ (1/2" to 2")	\$ 11.22	\$ 86.32	\$ 308.28	\$ 1,101.00
Tools	Bender Hydraulic @ (1-1/4" to 4")	\$ 19.13	\$ 147.16	\$ 525.56	\$ 1,877.00
Tools	Bending Table 1802	\$ 5.02	\$ 38.65	\$ 138.04	\$ 493.00
Tools	Chain Ton 6"	\$ 2.01	\$ 15.44	\$ 55.16	\$ 197.00
Tools	Circuit Tracer	\$ 3.36	\$ 25.87	\$ 92.40	\$ 330.00
Tools	Compressor 185 CFM	\$ 9.17	\$ 70.56	\$ 252.00	\$ 900.00
Tools	Core Bits 2 1/2" to 3 1/2"	\$ 3.67	\$ 28.22	\$ 100.80	\$ 360.00
Tools	Core Bits 4" to 6"	\$ 5.97	\$ 45.94	\$ 164.08	\$ 586.00
Tools	Core Bits up to 2"	\$ 2.24	\$ 17.25	\$ 61.60	\$ 220.00
Tools	Core Drilling Machine	\$ 8.66	\$ 66.64	\$ 238.00	\$ 850.00
Tools	Equipment Grounds	\$ 2.55	\$ 19.60	\$ 70.00	\$ 250.00
Tools	Foreman Shack	\$ 5.10	\$ 39.20	\$ 140.00	\$ 500.00
Tools	Gang Box	\$ 2.29	\$ 17.64	\$ 63.00	\$ 225.00
Tools	Generator (4000w)	\$ 5.58	\$ 42.88	\$ 153.16	\$ 547.00
Tools	Generator (6000w)	\$ 7.04	\$ 54.17	\$ 193.48	\$ 691.00
Tools	Jack Fixture	\$ 3.57	\$ 27.44	\$ 98.00	\$ 350.00
Tools	Jack Pallet	\$ 4.08	\$ 31.36	\$ 112.00	\$ 400.00
Tools	Jacks Large Reel	\$ 1.78	\$ 13.72	\$ 49.00	\$ 175.00
Tools	Lift Material (Mechanical)	\$ 5.29	\$ 40.69	\$ 145.32	\$ 519.00
Tools	Lifts Rola (per pair)	\$ 6.20	\$ 47.67	\$ 170.24	\$ 608.00
Tools	Material Box	\$ 4.59	\$ 35.28	\$ 126.00	\$ 450.00
Tools	Phase Grounds (Cluster)	\$ 5.10	\$ 39.20	\$ 140.00	\$ 500.00
Tools	Pipe Locator	\$ 7.64	\$ 58.80	\$ 210.00	\$ 750.00
Tools	Power Distribution Panel @ (120v/240v)	\$ 6.12	\$ 47.04	\$ 168.00	\$ 600.00
Tools	Power Distribution Panel @ (120v/480v)	\$ 8.15	\$ 62.72	\$ 224.00	\$ 800.00
Tools	Single Phase Grounds	\$ 2.55	\$ 19.60	\$ 70.00	\$ 250.00
Tools	Stud Welder	\$ 9.93	\$ 76.36	\$ 272.72	\$ 974.00
Tools	Substation Grounds/w Stick (Buss, Conductor)	\$ 7.64	\$ 58.80	\$ 210.00	\$ 750.00
Tools	Sump Pump - 3" Diaphram (gas)	\$ 4.91	\$ 37.79	\$ 134.96	\$ 482.00
Tools	Temporary Power Box	\$ 3.76	\$ 28.93	\$ 103.32	\$ 369.00
Tools	Threader @ (2-1/2" - 4") geared	\$ 9.60	\$ 73.85	\$ 263.76	\$ 942.00
Tools	Threader @ (4" - 6") geared	\$ 10.74	\$ 82.63	\$ 295.12	\$ 1,054.00
Tools	Threader Conduit @ (1/2" TO 4")	\$ 12.14	\$ 93.37	\$ 333.48	\$ 1,191.00
Tools	Threader Rigid 300 @ (1/2" TO 2")	\$ 7.73	\$ 59.43	\$ 212.24	\$ 758.00
Tools	Threader Rigid 700 @ (1/2" TO 2")	\$ 7.24	\$ 55.66	\$ 198.80	\$ 710.00
Tools	Tugger Wire	\$ 13.85	\$ 106.55	\$ 380.52	\$ 1,359.00
Tools	Waker - (gas)	\$ 23.74	\$ 182.59	\$ 652.12	\$ 2,329.00

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

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

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

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

Contra Costa Electric, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

Subject: FR Integrity, LLC dba EverLine Compliance, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

Proposal

Approve the Multi-Task General Services Agreement with FR Integrity, LLC dba EverLine Compliance, LLC for pipeline maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years for use at any facilities owned and/or operated by NCPA.

Background

Various pipeline maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA does not have any other agreements in place at this time for similar 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 \$2,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

This activity of approving the MTGSA 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.

The specific activities for which FR Integrity, LLC dba EverLine Compliance won a bid for pipeline maintenance have already been subject to CEQA equivalent review. The proposed activities for the pipeline maintenance are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c) and 15309 (Classes 1, 2, and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment. This maintenance will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on October 24, 2024 for this class of work and was filed in Alameda County on January 7, 2025. Thus, this maintenance conforms to these exemptions.

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with FR Integrity, LLC dba EverLine Compliance, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FR INTEGRITY, LLC DBA EVERLINE COMPLIANCE, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and FR Integrity, LLC dba EverLine Compliance, LLC, a limited liability company, with its office located at 9720 Cypresswood Drive, Suite 360, Houston, TX 77070 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection

with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not Applicable.

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

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work

are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon sixty (60) days prior written notice to Contractor.

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 **Confidential Information and Disclosure.**

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c)

in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

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

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

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

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the

Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

FR Integrity, LLC dba EverLine Compliance, LLC
Attention: Trent Ackhurst
9720 Cypresswood Drive, Suite 360
Houston, TX 77070

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

FR INTEGRITY, LLC DBA
EVERLINE COMPLIANCE, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

TRENT ACKHURST,
VP Compliance & Integrity

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

FR Integrity, LLC dba EverLine Compliance, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA.

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items
- Required regulatory control room services

CT1 Alameda Site Specific Scope of Work:

Operations and Maintenance Field Activities:

1. Complete PHMSA gas pipeline operations and maintenance (O&M) tasks field activities as identified in Exhibit D-1 shown below.
 - a. Contractor shall complete all O&M gas pipeline tasks in a timely manner in accordance with DOT pipeline regulations, company O&M procedures, company pipeline emergency plan procedures, pipeline operator qualification procedures, and all appropriate industry standards.
 - b. Contractor shall develop pipeline O&M procedures as required by 49 CFR 192.
 - c. Contractor will be available and take the lead during PHMSA pipeline O&M audits when they occur, and Contractor must be able to provide all required procedures and records as required by 49 CFR 192.
 - d. Contractor shall make all required PHMSA documentation available for viewing to NCPA staff using online databases/management system.

Exhibit D-1
O&M Task Field Activities

Item #	Pipeline Task Description [192 Regulation]	Frequency	Regulation 49 CFR
	Ongoing O&M Items:		
1	Patrols (class 3)	2x/yr2	192.705
2	Critical Crossings Inspection (class 3)	4x/yr3	192.705
3	Leak Survey with Instrument (class 3)	2x/yr2	192.706
4	Valve Inspection and Maintenance	2x/yr2	192.745
5	Test Pressure Limiting Device	1x/yr1	192.739
6	Atmospheric Corrosion Inspection	1x/3yr	192.481

7	Test Gas for Corrosive Properties	1x/yr5	192.477
8	Pipe to Soil (CP Survey)	1x/yr1	192.465(a)
9	CP Remote Monitoring	Ongoing	192.465(a)
10	Rectifier Inspection & Readings	6x/yr7	192.465(b)&(c)
11	Class Location Study	1x/yr5	192.609
12	Verification of Corrosion Tasks by Qualified Person	1x/yr5	192.453
	Event Driven O&M Items:		
1	“One Call” Processing, Marking, Onsite Standby if Pipeline Exposed (hourly rate applies)	AR	192.614
2	External Exposed Pipe Report Inspections	AR	192.459
3	Internal Exposed Pipe Report	AR	192.475
4	Maintain Pipeline Markers	1x/yr1	192.707
5	Prevention of Accidental Ignition	AR	192.751
6	Emergency Valves Protection from Tampering and Vandalism	AR	192.179
7	Pipe Casing Work	AR	192.701 – 192.756
8	Work Regarding Leaks	AR	192.717
9	Emergency Valve Work	AR	192.745
10	Relief Valve Work	AR	192.745
11	Remedial measures to mitigate corrosive properties in the gas. For example, installing corrosion coupons, injection corrosion inhibitor	AR	192.477
12	Remedial measures to mitigate low cathodic projections readings. For example, additional surveys like Close Interval Survey, installing anodes, etc.	AR	192.465
13	Rectifier Work	AR	192.465
14	Pipeline Coating work	AR	192.461
15	Pipe Segments Work	AR	192.701 – 192.756

Interval Abbreviations:

1x/yr1 = Once per calendar year, not to exceed 15 months

2x/yr2 = Twice per calendar year, not to exceed 7 ½ months

4x/yr3 = Four times per calendar year, not to exceed 4 ½ months

AR = As Required

1x/yr4 = Due by March 15th for previous calendar year
 1x/yr5 = Once per calendar year
 1x/yr6 = Once per calendar year, not to exceed 18 months
 6x/yr7 = Six times per calendar year, not to exceed 2 ½ months
 1x/3yr = Once every three calendar years

Contractor will also provide remedial measures, if needed, above and beyond normal O&M activities listed in the table above. Activities above and beyond normal O&M and those marked AR will be bid on a case-by-case basis, and are not expected to be include in Respondent's monthly quote. Examples of remedial measures for O&M activities include, but are not limited to:

- Pipe casing work
- Work regarding leaks
- Emergency valve work
- Relief valve work
- Remedial measures to mitigate corrosive properties in the gas. For example, installing corrosion coupons, injection corrosion inhibitor
- Remedial measures to mitigate low cathodic projections readings. For example, additional surveys like Close Interval Survey, installing anodes, etc.
- Rectifier work
- Pipeline coating work
- Pipe segments work

Operations and Maintenance Compliance Activities

2. Contractor shall complete PHMSA gas pipeline O&M compliance activities as identified in Exhibit D-2 shown below.
 - a. These compliance tasks shall be completed in a timely manner in accordance with DOT pipeline regulations, company O&M procedures, pipeline emergency plan procedures, pipeline operator qualifications procedures, and all appropriate industry standards.

Exhibit D-2
O&M Task Compliance Activities

Item #	Pipeline Task Description [192 Regulation]	Frequency	Regulation 49 CFR
	Ongoing O&M Compliance Items:		
1	Update Corrosion Maps and Records	1x/yr5	192.491(a)
2	Update Construction Maps and Records	1x/yr5	192.605(b)(3)
3	Review Response of Operator to Abnormal Operations	1x/yr1	192.605(c)(4)
4	O&M Procedures Review	1x/yr1	192.605(a)
5	PHMSA Annual Report	1x/yr4	191.17

6	Review Work Performed by Operator	1x/yr4	192.605(b)(8)
7	Continuing Surveillance Review	1x/yr5	192.613
8	Government Liaison Meeting	1x/yr5	192.614
9	Review Public Awareness Program Manual	1x/yr5	
10	Develop and Maintain PA stakeholders list: Residents, Businesses, Excavators, Emergency Responders, Public Officials, and One-Call Centers	1x/yr5	192.614(c)(1)
11	Member of "One Call" dig alert in California	Ongoing	192.614
12	Public Awareness: Mailers to Stakeholders	1x/yr5	192.616(e)
13	PA Surveys Results & Conclusions – Stakeholders	1x/4yr	192.616(i)
14	PA Program Self-Assessment	1x/yr6	192.616(i)
15	Annual NPMS Review and Update	1x/yr4	191.29
	Drug Plan and Testing Items:		
1	Drug and Alcohol Management Information System (MIS)	1x/yr4	199
2	Company (Contractor) Drug Plan & Procedures	1x/yr5	199
3	Company (Contractor) Records of Random Drug Testing	1x/yr5	199
4	Sub-Contractor Drug Plan & Procedures	1x/yr5	199
5	Sub-Contractor Records of Random Drug Testing	1x/yr5	199
6	Post-Accident Drug Testing Records	AR	199
	Emergency Response Items:		
1	Pipeline Emergency Response Procedures Review	1x/yr1	192.605(a)
2	Develop and Maintain Pipeline Emergency Response Procedures	1x/yr1	192.615(a)
3	Emergency Drill or Training & Verify Effectiveness	1x/yr1	192.615(b)(2)
4	Liaison with Appropriate Emergency Responders	1x/yr1	192.614 & 615(c)
5	Verify Qualification of Emergency Contractor	1x/yr5	Em. Plan
6	Documentation of OSHA Hazwoper 8 Hr Refresher	1x/yr5	Em. Plan
7	Train and Provide Company Supervisors and	1x/3yr	192.615(b)

	Operating Personnel Responsible for Emergency Event Action, and Emergency Activity Review After an Emergency Event		
8	Division of Emergency Action Responsibilities Document (Updated Annually)	1x/yr5	Em. Plan
	Event Driven O&M Compliance Items		
1	Verify MAOP if Class Location Changes	AR	192.611
2	Telephonic Reports to NRC	AR	191.5
3	Incident Report	AR	191.15
4	Safety Related Condition Report	AR	191.23 & 25
5	OMB Control Number Assigned to collect Information	AR	191.21
6	National Registry of Operators and Notifications	AR	191.22
7	Abnormal Operations Report	AR	192.605(c)
8	Failure Investigation Report	AR	192.617
9	Conversion of Service Report	AR	192.14
10	Abandonment Report	AR	192.727
11	Pressure Testing Report	AR	192.501-517
12	One Call for Excavation Activities	AR	192.614(c)(3)
13	Relief Valve Capacity Review	AR	192.743
14	Emergency Response Activities	AR	192.615
15	Post-Emergency Remediation Activities*	AR	192.615

*After an emergency is deemed remediated by both NCPA and EverLine, contracted services to repair or replace the pipeline and/or equipment shall be contracted by NCPA. Services include the engineering, material procurement, pre and post construction, and associated support services. EverLine will assist with ensuring regulatory compliance of as-built documentation.

Additional Operations and Maintenance Activities

3. Contractor shall complete PHMSA gas pipeline additional O&M activities as identified in Exhibit D-3 shown below.
 - a. These compliance tasks shall be completed in a timely manner in accordance with DOT pipeline regulations, Company O&M procedures, pipeline emergency plan procedures, pipeline operator qualification procedures, and all appropriate industry standards.

Exhibit D-3

Additional O&M Task Compliance Activities

Item #	Pipeline Task Description [192 Regulation]	Frequency	Regulation 49 CFR
	Additional Event Driven Ongoing O&M Items:		
1	Test Results to Qualify Welding Procedures	AR	192.225
2	Welder re-qualification	AR	192.227
3	Visual Weld Inspector Training/Experience	AR	192.241(a)
4	NDT: Procedures	AR	192.243(c)
5	NDT: Total Number of Girth Welds	AR	192.243(f)
6	NDT: Number of Welds Inspected by NDT	AR	192.243(f)
7	NDT: Number of Welds Rejected	AR	192.243(f)
8	NDT: Disposition of Each Rejected Weld	AR	192.243(f)
9	Underground Clearance Distance	AR	192.325
10	Pressure Testing	AR	192.501 to 192.517
11	Upgrading	AR	192.553
12	Prevention of Accidental Ignition	AR	192.751
13	Welding Procedures	AR	192.225(b)
14	Welding Qualification	AR	192.227, 229
15	Pipeline Work	AR	192.709
16	New System Design Evaluation to Minimize Internal Corrosion	AR	192.476(c)

Operator Qualification Compliance Activities

4. Contractor shall complete PHMSA gas pipeline operator qualification (OQ) task compliance activities as identified in Exhibit D-4 shown below.
 - a. These OQ activities shall be completed in a timely manner in accordance with DOT pipeline regulations, Company O&M procedures, pipeline operation qualification procedures, and all appropriate industry standards.
 - b. Contractor shall develop Pipeline Plan/Manual and Procedures as required by 49 CFR 192.
 - c. Contractor will be available and take the lead during PHMSA pipeline OQ audits when they occur. Contractor must be able to provide all required procedures and records as required by 49 CFR 192.801-809 and PHMSA OQ inspection protocols.
 - d. Contractor shall make all required PHMSA OQ documentation available for viewing to NCPA staff using an online call up system.

Exhibit D-4
OQ Compliance Activities

Item #	Pipeline Task Description [192 Regulation]	Frequency	Regulation 49 CFR
	Ongoing OQ Compliance Items:		
1	Provide OQ Records via Online System Available to NCPA using Password Protection	Ongoing	192.805 PHMSA Protocols
2	Provide Sub-Contractor Records via Online System Available to NCPA Using Password Protection	1x/3yr	192.805 PHMSA Protocols
3	Review and Update OQ Plan	1x/yr1	192.805 PHMSA Protocols
4	Train Company Employees as Needed to Maintain Qualifications	1x/3yr	192.805 PHMSA Protocols
5	Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	192.805 PHMSA Protocols
6	Monitoring Individuals Between Re-evaluation Intervals	AR	192.805 PHMSA Protocols
7	Program Review and/or Audit	AR	192.805 PHMSA Protocols

Integrity Management Field and Compliance Activities

5. Contractor shall complete PHMSA gas pipeline integrity management (IMP) tasks compliance activities as identified in Exhibit D-5 shown below.
 - a. These IMP shall be completed in a timely manner in accordance with DOT pipeline regulations, company IMP procedures, company O&M procedures, pipeline operator qualification procedures, and all appropriate industry standards.
 - b. Contractor shall Develop Pipeline IMP Manual and update annually not to exceed 15 months as required by 49 CFR 192.
 - c. Contractor will be available and take the lead during PHMSA pipeline IMP audits when they occur. Contractor must be able to prove all required IMP procedures and IMP records as required by 49 CFR 192.951. See Exhibit D-5, Summary of IMP Compliance Activities, for a list of required IMP procedures and documentation.
 - d. Contractor shall make all required PHMSA documentation available for viewing to NCPA staff using online call up system.

Exhibit D-5

Additional O&M Task Compliance Activities

Item #	Pipeline Task Description [192 Regulation]	Frequency	Regulation 49 CFR
	Summary of Ongoing IMP Compliance Items:		
1	Element #1: HCA/MCA/Class Location Review	1x/yr6	192.901 to 192.951
2	Element #2: Annual Risk Assessment Updates		
3	Element #3: Baseline Assessment		
4	Element #4: Direct Assessment		
5	Element #5: Remediation Work		
6	Element #6: Continual Evaluation and Assessment		
7	Element #7: Confirmatory Direct Assessment		
8	Element #8: Preventive and Mitigative		
9	Element #9: Record Keeping		
10	Element #10: Management of Change		
11	Element #11: Quality Assurance		
12	Element #12: Communication Plan		
13	Element #13: Agency Notification		
14	Element #14: Environment and Safety		

Control Room Field and Compliance Activities

6. Contractor shall complete PHMSA gas control room management (CRM) tasks compliance activities as identified in Exhibit D-6 shown below.
 - a. These CRM shall be completed in a timely manner in accordance with DOT pipeline regulations, company CRM plan and procedures, company O&M procedures, pipeline operator qualification procedures, and all appropriate industry standards.
 - b. Contractor shall develop pipeline CRM plan and procedures as required by 49 CFR 192.
 - c. Contractor will be available and take the lead during PHMSA pipeline CRM audits when they occur. Contractor must be able to prove all required CRM procedures and CRM records as required by 49 CFR 192. See Exhibit D-6, Summary of CRM Compliance Activities, for a summary of required CRM procedures and documentation.
 - d. Contractor shall make all required PHMSA documentation available for viewing to NCPA staff using online call up system.
7. Contractor shall provide control room services for NCPA's natural gas pipeline that complies with 49 CFR 192 including all the following:
 - a. 24/7 monitoring and control.

- b. SCADA design and configuration.
- c. Multiple encrypted secure network equipment locations to ensure instantaneous fail-over in case of an emergency.
- d. SCADA alarm database.
- e. Documentation of the Point-to-Point testing for new equipment installations.
- f. Perform troubleshooting for the SCADA system.
- g. All other required CRM tasks as defined in 49 CFR 192.

Exhibit D-6
OQ Compliance Activities

Item #	Pipeline Task Description [192 Regulation]	Frequency	Regulation 49 CFR
	Ongoing OQ Compliance Items:		
1	Develop and Update Control Room Management Procedures	1x/yr1	192.631(a)
2	Define Controller Roles and Responsibilities	1x/yr1	192.631(b)
3	Provide Adequate Information	1x/yr1	192.631(c)
4	Provide Fatigue Management	Ongoing	192.631(d)
5	Provide Alarm Management	Ongoing	192.631(e)
6	Provide Change Management	Ongoing	192.631(f)
7	Incorporate Operating Experience/Lessons Learned	1x/yr1	192.631(g)
8	Provide Controller Training	1x/yr1	192.631(h)
9	Compliance Validation	Ongoing	192.631(i)
10	Maintain Compliance and Deviation Records	Ongoing	192.631(j)

ROW Clearing/Vegetation Management Activities

1. Contractor will clear the pipeline right-of-way on a quarterly basis, or at a frequency necessary to maintain acceptable access to the right-of-way, which will include mowing/cutting/trimming/spraying vegetation with a stem diameter less than three (3) inches at breast height. If clearing vegetation with a stem diameter greater than 3 inches, and/or trimming tree canopies is required, Contractor may elect to provide that service via a third-party vendor.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

CT1 Alameda Costs:

Contract Fee Schedule					
Scope Section	Fee Basis	Qty.	Unit Price	2025	Total Cost
4.1 SP3 Compliance Task-Tracking System	Monthly Fee*	12.0	\$9,100.00		\$109,200.00
6.1 Annual Compliance Program Manual Reviews					
6.2 Regulatory Agency Reporting					
6.3 Public Awareness Program					
6.4 Emergency Preparedness Tasks					
6.5 Corrosion Control Tasks					
6.6 Operational Tasks					
6.7 Maintenance Tasks					
6.8 Other O&M Compliance Tasks					
6.9 Integrity Management Program					
6.10 Regulatory Audit Support					
6.11 Consulting Support					
6.12 EverLine OQ & Anti-Drug & Alcohol Program					
6.13 Control Room Management & Monitoring	Monthly Fee*	12.0	\$3,725.00		\$44,700.00
7.1 Quarterly ROW Clearing/Vegetation Mgmt. (estimated labor & expense)	T&M	4.0	\$4,140.00		\$16,560.00
7.2 Damage Prevention Program Tasks	T&M	As Required	Per Rate Schedule		n/a
7.3 Event-Drive O&M Field Tasks	T&M	As Required	Per Rate Schedule		n/a
7.4 Event-Drive O&M Compliance Tasks	T&M	As Required	Per Rate Schedule		n/a
Total					\$170,460.00

*An annual escalator of three percent (3%) will be applied to the monthly fee(s) each year until the contract is terminated.

Estimated Grand Total Contract Cost (5-year term)	
Contract Year	Total Estimated Cost
Year 1	\$170,460.00
Year 2	\$175,077.00
Year 3	\$179,832.51
Year 4	\$184,730.69
Year 5	\$189,775.81
Grand Total	\$899,876.00

Pricing Assumptions & Clarifications:

- Contractor pricing does not include cost(s) associated with the payment of regulatory agency fees (e.g., PHMSA User Fee, state mileage fee, permit filing fees, etc.). Any regulatory agency fees paid by Contractor on behalf of the Agency will be invoiced for reimbursement at cost without markup.
- If requested, Contractor will procure new line markers/signs and replace right-of-way markers as needed. Contractor will invoice the cost of the markers for reimbursement on a T&M basis per the rate schedule.
- Contractor will perform an annual update only to the original Integrity Management risk model prepared by Contractor in 2023. Contractor will not make updates to risk models prepared by third parties. Based on current regulatory requirements, Contractor does not foresee a need to develop a new risk model during the duration of this agreement; however, if the development of a new risk model is required due to regulation changes, Contractor will provide a separate proposal and price for that task.
- Contractor assumes that all Integrity Management Program review meetings will be conducted virtually using video conferencing applications.
- Contractor will provide support with one (1) regulatory audit per 12-month period. The support for each audit will be limited to one (1) mobilization and 40 hours spent in-audit (excluding hours incurred during audit preparation). If additional mobilizations and/or hours are required to complete an audit, the associated costs will be invoiced on a T&M basis per the rate schedule.
- Requests for a work product (e.g., report, study, project) will be evaluated by Contractor for appropriateness under Consulting Support or a separate, T&M-billable project. Consultation in excess of routine support may be charged on a T&M basis per the rate schedule.

General Rate Schedule:

EverLine Labor Classifications	Straight Time Hourly Rate	Overtime Hourly Rate
Integrated Field Compliance Services		
Director of Field Compliance	\$250.00	n/a
Field Manager	\$195.00	\$292.50
Field Supervisor	\$160.00	\$240.00
Project Manager	\$160.00	\$240.00
Service Area Lead	\$130.00	\$195.00
Lead Pipeline Tech	\$103.00	\$154.50
Pipeline Tech	\$93.00	\$139.50
Project Coordinator	\$93.00	\$139.50
Regulatory Compliance Services		
Director of Regulatory Compliance	\$250.00	n/a
Principal Regulatory Specialist	\$225.00	n/a
Principal Consultant - Control Room Management	\$225.00	n/a
Senior Compliance Specialist	\$195.00	n/a
Consultant - Control Room Management	\$175.00	n/a
Compliance Specialist	\$160.00	n/a
Compliance Administrator	\$135.00	n/a
Integrity Management Services		
Director of Integrity Management	\$250.00	n/a
Principal Regulatory Specialist	\$225.00	n/a
Principal Risk Specialist	\$225.00	n/a
Risk and Integrity Specialist	\$165.00	n/a
GIS / Data Specialist	\$165.00	n/a
Regulatory Specialist	\$160.00	n/a
GIS / Data Analyst	\$135.00	n/a
Project Engineer	\$130.00	n/a

EverLine Equipment	Day Rate	Hourly Rate
Truck - 1/2 Ton	n/a	\$22.00
Truck - 3/4 Ton	n/a	\$23.00
Truck - 1 Ton	n/a	\$26.00
Truck - Maintenance/Superintendent w/ Tools	n/a	\$28.50
Truck - Pipeline Technician w/ Tools	n/a	\$24.50
Truck - Sr. Technician/Locator w/ Equipment	\$270.00	\$27.00
Truck - Supervisor	\$285.00	\$28.50
Equipment Rental	n/a	Cost Plus*

EverLine Travel Expense	U.O.M.	Rate
Airfare & Associated Costs	Trip	Cost Plus*
Accommodations	Night	Cost Plus*
Rental Vehicle & Associated Costs	Rental	Cost Plus*
Meals & Incidentals	Each	Cost Plus*
Mileage	Mile	IRS Rate

1. *Cost Plus: Unless otherwise agreed, a 15% markup will be added to non-labor costs, including travel expenses.
2. Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law and will be billed for hours in excess of eight (8) daily or in excess of forty (40) weekly.
3. EverLine's rate schedule will be reviewed annually and is subject to change. Proposed changes will be communicated for approval prior to taking effect.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

FR Integrity, LLC dba EverLine Compliance, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Services Agreement with Arena Painting Contractors, Inc. for specialized industrial protective coatings related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Routine, recurring and usual specialized industrial protective coatings related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Blackhawk Painting Co., Inc., Farwest Insulation Contracting and Toledo Industrial Coatings.

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 \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Arena Painting Contractors, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ARENA PAINTING CONTRACTORS, 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 Arena Painting Contractors, Inc., a corporation, with its office located at 525 E. Alondra Blvd., Gardena, CA 90248 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

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

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

4.5 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site

or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

Section 10. PROJECT SITE.

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

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

Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

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

Arena Painting Contractors, Inc.
Attention: Guy Grant
525 E. Alondra Blvd.
Gardena, CA 90248

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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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

ARENA PAINTING CONTRACTORS, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

GUY GRANT,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Arena Painting Contractors, Inc. ("Contractor") shall provide routine, recurring and usual specialized industrial protective related coating services on a time and materials basis, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Arena Painting Contractors (APC) Northern California Power Agency - Labor and Equipment Rates Effective 3/28/2025 to 12/31/2025							
Description/Classification	ST	OT	DT	Description/Classification	ST	OT	DT
Supervisor	149.90	190.84	231.78	Apprentice 2	75.26	87.19	100.84
Foreman	104.37	130.79	157.21	Apprentice 3	78.06	91.43	106.32
Journeyman	100.44	125.50	150.55	Apprentice 4	80.86	95.66	111.80
Apprentice 1	72.89	83.65	96.29	Apprentice 5	83.66	99.89	117.28
SANDBLASTING RIG (min 2 hours) Fully Outfitted Rig (2) Hose Connections, (1) Air Dryer, (1) 825 CFM Compressor, Blast Hoses, Nozzles, and Blast Pot						Hourly	265.00
SANDBLASTING RIG (min 2 hours) Tier 4 Fully Outfitted Rig (2) Hose Connections, (1) Air Dryer, (1) 825 CFM Compressor, Blast Hoses, Nozzles, and Blast Pot						Hourly	382.00
Equipment Type	Daily	Weekly		Equipment Type	Daily	Weekly	
A/C Unit		3,116.00		Forklift	353.00	1,060.00	
Blast Pot 100lbs.	176.00	530.00		Gas Meters	34.00	102.00	
Blast Pot 600lbs.	290.00	872.00		Generator 200-249 KW	205.00	616.00	
Blastrack	3,405.00	10,215.00		Generator 100 KW	239.00	718.00	
Boom Lift 45 ft.	290.00	872.00		Generator 60 KW	148.00	447.00	
Boom Lift 60 ft.	433.00	1,299.00		Generator 25 KW	182.00	547.00	
Boom Lift 80 ft.	587.00	1,761.00		Pressure Washer	176.00	530.00	
Breather Box	147.00	441.00		Heater	176.00	530.00	
Bristle Blaster	91.00	273.00		High Voltage Holiday Detector	80.00	239.00	
Car (Hybrid, Electric)	62.00	188.00		Inspection Kit	34.00	547.00	
Compressor 185	176.00	530.00		Light Tower	182.00	102.00	
Compressor 375	313.00	940.00		Line Striper	205.00	616.00	
Compressor 915	513.00	1,539.00		Low Voltage Holiday Detector	57.00	171.00	
Copus Fan	47.00	143.00		Rescue Trailer	296.00	889.00	
Crew Truck	159.00	478.00		Scissor Lift 26 ft.	148.00	447.00	
Deck Crawler	125.00	376.00		Scissor Lift 32 ft.	182.00	547.00	
Decontamination Trailer		701.00		Shop Vacuum	23.00	68.00	
Dehumidifier		2,234.00		Single Leg Spray Pump	82.00	246.00	
Dry Ice Blaster	433.00	1,299.00		Carson Trailer	91.00	273.00	
Dust Collector	684.00	2,052.00		Van	176.00	530.00	
Ecoquip/Clemco Blaster	587.00	1,761.00		Vec Loader/ Hurricane	1,305.00	3,916.00	
Explosion Proof Lights	176.00	530.00		Water Buffalo		308.00	
Extreme Mixer (Plural Pump)	410.00	1,231.00		Wiwa Duomix 460 Plural Pump	102.00	6,341.00	
Fireproofing Pump	1,858.00	5,574.00		4' Metal Break	23.00	68.00	
Flatbed Truck	194.00	581.00		10' Metal Break	80.00	239.00	
Foreman Truck	159.00	479.00		Pin Welder	40.00	120.00	

15% Mark Up on 3rd Party Materials/Rentals/Vendors

Equipment Terms

- Day - 0 to 12 hour period. (Except blast rigs)
- Week - 7 days of calendar week Mon. - Sun. (Except blast rigs)
- Double shifts are subject to a double day/week rate.
- Blast rigs have a minimum of 2 hours per day.
- MR Services rate for delivery of equipment to be quoted out for delivery to the site and billed in addition to the billing rates for the equipment.

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Arena Painting Contractors, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

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,

Arena Painting Contractors, Inc.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Services Agreement with American Cooling Tower, Inc. for cooling tower maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

Background

Various cooling tower maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with Creative Cooling Technologies, Energy Options, Inc. and SPX Cooling Tech, LLC (pending).

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with American Cooling Tower, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AMERICAN COOLING TOWER, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and American Cooling Tower, Inc., a corporation, with its office located at 3130 West Harvard Street, Santa Ana, CA 92704 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE MILLION dollars (\$5,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

American Cooling Tower, Inc.
Attention: Desi Bostard
3130 West Harvard Street
Santa Ana, CA 92704

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

AMERICAN COOLING TOWER, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

KAYTE MEYER,
Director of Operations

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

American Cooling Tower, Inc. ("Contractor") shall provide cooling tower related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Cooling Tower Maintenance
- Cooling Tower Inspections
- Cooling Tower Evaluations

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

STATE: California **AREA:** Northern & Southern California **VALID THROUGH:** 12/31/2025

Rates include wages, burdens, payroll taxes, subsistence, small tools, overhead, and profit.

<u>Classification</u>	<u>Straight Time Hourly(\$)</u>	<u>Overtime Hourly (\$)</u>	<u>Travel and subsistence</u>
Superintendent	\$145.00	\$217.50	\$150.00 Day
Safety Supervisor	\$145.00	\$217.50	\$150.00
Foreman	\$125.00	\$185.50	\$150.00
Leadman	\$125.00	\$185.50	\$150.00
Helper/Hole watch	\$90.00	\$135.00	\$150.00

Straight time applies to work 8 hours per day, Monday-Friday between 6:00am -4:30pm
Overtime applies for all other hours.

Service Vehicles..... \$150.00/day
Mileage Outside area (portal-portal).. \$1.00 per mile
Subcontracts.....Cost plus 15%
Local materials/consumables.....Cost plus 25%
Rentals (inc.equipment).....Cost plus 20%
Specialty ToolsCost plus 15%
Non-hazardous disposal.....Cost plus 15%
Inspection/engineering/consulting.....\$1,600.00/day
Inspect/Eng/consult expense.....Cost plus 10%
Haz-mat handling/disposal.....Cost plus 30%
Lumber materials..... Cost plus 20%
Freight charges Cost plus 10%

T & M (or extra work on firm contracts) requiring mobilization of crews or additional staff from outside 60 miles will require billing for travel time from point of departure to jobsite and return, one time per contract. Superintendent or Foreman's truck will be charged at \$1.00/Mi & \$85.00 per day.
If required subsistence will be billed at \$250 per diem.

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

American Cooling Tower, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 16

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc. for various laboratory testing and chemical analysis services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Various laboratory testing and chemical analysis 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 Alpha Analytical Laboratories, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has an agreement in place for similar services with Thermochem, Inc.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Consulting Services Agreement with Alpha Analytical Laboratories, Inc.



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ALPHA ANALYTICAL LABORATORIES, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Alpha Analytical Laboratories, Inc., a corporation, with its office located at 208 Mason Street, Ukiah, CA 95482 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. 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 pursuant to this Agreement, Consultant shall provide certificates of insurance and

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code

Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Robbie C. Phillips
President
Alpha Analytical Laboratories, Inc.
208 Mason Street
Ukiah, CA 95482

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

10.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or

agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ALPHA ANALYTICAL LABORATORIES,
INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

ROBBIE C. PHILLIPS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Alpha Analytical Laboratories, Inc., ("Consultant") shall provide various laboratory testing and chemical analysis services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

Services to include:

- Water Analysis
- Sulphur Analysis
- Geothermal Scale

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing Summary

Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Other (W)					
Digest-Metals (Sulphur Furnace Digest)	-	1	10	\$10.00	\$10.00
Extraction STLC	Title 22 WET	1	10	\$100.00	\$100.00
Handling & Disposal	-	1	10	\$5.00	\$5.00
Handling & Disposal	-	1	10	\$5.00	\$5.00
Hg STLC 6020B	EPA 6020B	1	10	\$65.00	\$65.00
Hg Total 6020B	EPA 6020B	1	10	\$65.00	\$65.00
Moisture, Percent	SM2540G	1	10	\$50.00	\$50.00
V Total 6020B	EPA 6020B	1	10	\$40.00	\$40.00

Turnaround Pricing

Digest-Metals (Sulphur Furnace Digest) by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$12.50	\$12.50
3 days	2 days	1 day	Same Day			
\$12.50	\$15.00	\$20.00	\$30.00			

Handling & Disposal by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
3 days	2 days	1 day	Same Day			
\$5.00	\$5.00	\$5.00	\$5.00			

Extraction STLC by Title 22 WET

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00	\$140.00
3 days	2 days	1 day	Same Day			
\$150.00	\$175.00	\$200.00	\$300.00			

Handling & Disposal by -

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
3 days	2 days	1 day	Same Day			
\$5.00	\$5.00	\$5.00	\$5.00			

Turnaround Pricing

Hg STLC 6020B by EPA 6020B

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$65.00	\$68.25	\$71.50	\$74.75	\$78.00	\$81.25	\$91.00
3 days	2 days	1 day	Same Day			
\$97.50	\$113.75	\$130.00	\$195.00			

Hg Total 6020B by EPA 6020B

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$65.00	\$68.25	\$71.50	\$74.75	\$78.00	\$81.25	\$91.00
3 days	2 days	1 day	Same Day			
\$97.50	\$113.75	\$130.00	\$195.00			

Moisture, Percent by SM2540G

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$50.00	\$52.50	\$55.00	\$57.50	\$60.00	\$62.50	\$70.00
3 days	2 days	1 day	Same Day			
\$75.00	\$87.50	\$100.00	\$150.00			

V Total 6020B by EPA 6020B

10 days	9 days	8 days	7 days	6 days	5 days	4 days
\$40.00	\$42.00	\$44.00	\$46.00	\$48.00	\$50.00	\$56.00
3 days	2 days	1 day	Same Day			
\$60.00	\$70.00	\$80.00	\$120.00			

Analysis Details								
Analyte	MDL	Reporting Limit	Surrogate %R	Dup RPD	Matrix Spike %R RPD		Blank Spike %R RPD	
Metals by EPA 6000/7000 Series Methods								
Hg Total 6020B in Other (W) (EPA 6020B)								
Mercury	0.030	0.050 mg/kg		20	75 - 125	20	80 - 120	20
V Total 6020B in Other (W) (EPA 6020B)								
Vanadium	0.30	0.50 mg/kg		20	75 - 125	20	80 - 120	20
STLC Metals by EPA 6000/7000 Series Methods								
Hg STLC 6020B in Other (W) (EPA 6020B)								
Mercury	0.0400	0.100 mg/L		20	60 - 140	20	80 - 120	20
Conventional Chemistry Parameters by APHA/EPA Methods								
Moisture, Percent in Other (W) (SM2540G)								
% Moisture	0.10	0.10 %		20				
STLC Extraction by CAT22								
Extraction STLC in Other (W) (Title 22 WET)								

Container Information				
Analysis	Container	Preservation	Volume Required	Hold (Days)
Matrix: Other (W)				
Extraction STLC	4 oz. jar	<6°C	50g	14
Hg STLC 6020B	2 oz. jar	<6°C	25g	180
Hg Total 6020B	2 oz. jar	<6°C	25g	180
Moisture, Percent	4 oz. jar	<6°C	4oz	7
V Total 6020B	4 oz. jar	None	25g	180

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

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

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 17

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

Subject: Di Drill Survey Services, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

Proposal

Approve the Multi-Task General Services Agreement with Di Drill Survey Services, Inc for downhole wireline services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years for use at all facilities owned and/or operated by NCPA.

Background

Downhole wireline services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA currently has an agreement in place with Di Drill Survey Services, Inc, which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Cogco, Inc, Well Analysis Corporation Inc dba WELACO Inc and PPS Operators LLC.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

MICHAEL DEBORTOLI
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Di Drill Survey Services, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DI DRILL SURVEY SERVICES, INC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Di Drill Survey Services, Inc., a corporation with its office located at 11158 Taft Hwy, Bakersfield, CA 93311 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** THREE MILLION dollars (\$3,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not Applicable

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

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

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 and only those of negligence to the contractor. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

- 5.3 Transfer of Title.** Not Applicable

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to

timely comply with this provision may subject the Contractor to penalties pursuant to state law.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would

have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

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

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

Section 11. WARRANTY.

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

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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

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

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

conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

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

in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

Daniel McCall
President
Di Drill Survey Services, Inc.
11158 Taft Hwy.
Bakersfield, CA 93311

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

DI DRILL SURVEY SERVICES, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

DANIEL MCCALL, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Di Drill Survey Services, Inc. ("Contractor") shall provide routine, recurring, and usual maintenance labor and equipment for downhole wireline services as requested by the Northern California Power Agency ("Agency") on wells located at any facilities owned and/or operated by the Agency.

The Scope of Work is detailed in the following three-page SCOPE OF WORK AND DESCRIPTION OF SERVICES.

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



Scope of Work and Description of Services

Di Drill will provide wireline data deliverables and services including open hole logging, cased hole logging, log processing, and mechanical work. The Contractor's services and personnel shall be subject to all applicable Company Operations Standards.

Expectations for Field Operations

- a. To arrive on location at the agreed upon time.
- b. Employees and Contractors shall attend a site-specific safety orientation prior to the first time the employee or Contractor works at a specific Fields if required.
- c. Possess all appropriate Personal Protective Equipment (PPE) required and operate on the wellsite.
- d. Maintain all certifications for personnel and equipment onsite for auditing purposes.
- e. All data is to be collected at the agreed upon resolution.

Expectations for Deliverable Data

- a. When applicable, digital data to be delivered prior to leaving location. Field copies are to be printed out upon request only.
- b. Logs that require processing to complete shall be sent or uploaded to the respective transfer site within twenty-four (24) hours of job completion.
- c. Final prints to be delivered to customer within 14 business days or as directed.
- d. Data processing to be completed within seven (7) business days of the log completion date. Rushed processing within two (2) business days.

I. Open Hole Logging Services

Data concerning formation resistivity, porosity, fluid type, water saturation, that enables enhanced and accurate lithology and stratigraphic determinations. The indicated open hole logging options are listed and defined below. The hole sizes/depths may undergo changes as per the well construction and drilling plan made by SoCalGas due to drilling conditions.

- a. Gamma Ray- Records naturally emitted gamma ray decay from the formation that is used for future depth references.
- b. Neutron/Density - The combination of the density and neutron logs provides a good source of porosity data, especially in formations of complex lithology.
- c. Open Hole Caliper - Measures the diameter of the internal wall of an open hole wellbore with multiple arms. By using 4-6 arms or fingers, the caliper can detect the wellbore geometry.
- d. Pulsed Neutron - Uses a pulsed neutron generator, can identify hydrogen movement inside and behind the casing, indicating a flow of fluids or gas migration.

II. Cased Hole Logging Services

The likely requirements of cased hole services are indicated and defined below. However, the requirements are a function of the existing or planned well construction.

- a. Gamma Ray- Records naturally emitted gamma ray decay from the formation that is used for future depth references.
- b. Ultrasonic Imaging - Delivers pipe-to-cement bond quality and downhole pipe condition. Casing inspection and monitoring applications include corrosion detection, identification of internal and external deformation, and casing thickness analysis for collapse and burst pressure calculations.
- c. Cement Bond Log - Provides acoustic data for evaluating the mechanical integrity and quality of the cement bond for isolating the wellbore from specific areas of the formation.
- d. Multi-Arm Caliper - Measures the diameter of the internal wall of a casing or tubing using multiple arms, the caliper can detect small changes in the wall of the pipe.
- e. Production Log - Detects the flow, composition, and pressure/temperature of what is being produced in a well.
- f. Gyro Survey - Measurements taken throughout the well to determine the position of the well relative to the surface location.
- g. Downhole Camera - Portable video inspection used to get a visual of specific downhole conditions.
- h. Noise & Temperature Log - A tool that takes measurements throughout the well to give a temperature and pressure profile used for wellbore analysis.
- i. Junk Basket - Drifts the tubing and casing to confirm it is free from restrictions as well as to trap and retain any debris that may be suspended in the well bore fluid for retrieval back to surface.
- j. Plug and/or Packer Set - Isolates the wellbore below or above the depth of the plug or packer set. This is done to service a portion of the well without interacting with the isolated section.



Scope of Work and Description of Services

- k. **Magnetic MultiShot** – Measurements taken throughout the well to determine the position of the well relative to the surface location.

III. Log Processing

Various well log interpretation services provide insight into the formations and conditions in the subsurface, aimed primarily at detection and evaluation the formation and casing integrity.

- a. **Magnetic Resonance Log** – Provides advanced data analytics and processing.
- b. **Ultrasonic Imaging** – Provides analyst reviewed processed results of raw Ultrasonic data. Any anomalies are validated through waveform analysis. Final report includes the processed log, compiled results tables, and report.
- c. **Production Log Analysis** - Provides an analyst reviewed final report, including production logging outputs (i.e., flow rates and fluid typing) and interpretations.

IV. Mechanical Services

The mechanical requirement is dependent on the type of completion planned by Company. Mechanical services don't require any real-time communication with tools downhole.

- a. **Open/close sliding sleeve** – Service required when clearing or placing fluid from the casing x tubing annulus, or when equalizing casing and tubing is required.
- b. **Tubing plugs** – Set in the tubing to isolate the reservoir pressure from surface/tubing.

V. Additional Wireline Services

- a. **Pack-off** - Designed for isolating and containing wellbore pressure and fluids while the wireline cable is being conveyed in or out of the well.
- b. **Pack-off Lubricator** – A long high-pressure pipe fitted to the top of a wellhead so that tools may be put into a high pressure well.
- c. **Full grease injection** – Used to contain wellhead fluids, high-pressure grease is pumped into the surrounding annulus to affect a pressure-tight dynamic seal that is maintained during the operation by injecting more grease as required.
- d. **Rig-less Operations** - A well-intervention operation conducted with equipment and support facilities that precludes the requirement for a rig over the wellbore.
- e. **Wireline Unit/Truck** - Wireline refers to a cabling system that is used to lower equipment and tools in and out of a wellbore for various operations, such as logging, perforating, and sampling. The wireline consists of a cable or line that is spooled onto a drum or reel, and a downhole tool-string that is connected to the cable.
- f. **Personnel** – The Contractor will provide all personnel to operate the wireline unit/truck and any related equipment.

Description of Services

Ranging Services

Includes but not limited to deployment, of active and passive ranging technologies. The service can be deployed on wireline and coil tubing. Ranging services are utilized for a multiple of reasons most common for wellbore intersections. However, ranging services are also utilized for anticollision purposes and for stump detection below surface. An experienced team including a Intercept Specialist, Ranging Specialist, and Ranging Engineer/Engineer's, are in place to build, test, and operationalize the tools and instrumentation.

Directional Drilling

Requires the use of a downhole BHA (Bottom Hole Assembly) to steer the well trajectory in the direction of a desired subsurface target. A mud motor with a bent housing or other steerable assembly will be utilized in conjunction with different forms of telemetry to communicate downhole in the efforts to place the well in the required zone of interest. An experienced team including a Directional Specialist and MWD/GWD Specialist are in place to build, test, and operationalize the tools and instrumentation.

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Scope of Work and Description of Services

Measurement While Drilling/Gyro While Drilling (MWD/GWD)

Downhole telemetry systems used to communicate downhole position (inclination and Azimuth) of a BHA via mud pulse telemetry and/or electromagnetic signal to surface. When these measurements are inputted in directional software a final map can be made with a degree of positional accuracy in an effort to display the wells subsurface coordinates. An experienced team including a Directional Specialist and MWD/GWD Specialist are in place to build, test, and operationalize the tools and instrumentation.

Wireline

The practice of utilizing a wireline truck to deploy Surface Readout (SRO) tools downhole to a specified depth. These tools are communicated with through an electric line spooled off of the truck and deployed downhole. Once the required depths are realized communication is accomplished via data acquisition equipment and software's that allow the operator to gain datasets on the wellbore itself. These datasets can be for production purposes, wellbore integrity inspections, or to simply understand certain aspects of the well based upon the technologies deployed. An experienced team including a Wireline Operator and a Wireline Technician are in place to build, test, and operationalize the truck, tools, and instrumentation needed for acquiring said datasets.

Slickline

The practice of utilizing a slickline truck to deploy mechanical or memory-based tools downhole to a specified depth. Once the required depths are realized a series of operations will take place depending on tools utilized that allow the operator to accomplish the task at hand and gain information or data on the wellbore itself. These datasets can be for production purposes, wellbore integrity inspections, or to simply understand certain aspects of the well based upon the technologies deployed. An experienced team including a Slickline Operator and a Slickline Technician are in place to build, test, and operationalize the truck, tools, and instrumentation needed for acquiring said datasets.

Surveying Services


The practice of utilizing telemetry measurements that can be 100% unaffected by magnetics or magnetic referenced surveys. Gyros and magnetic multi shots can be deployed via wireline, slickline, or while drilling for real time communications. Traditional wellbore positioning survey methods cannot be utilized when in close proximity of other wellbores or any magnetic anomaly as the measurement will be skewed. Gyro services are the only way to gain knowledge of the wellbore position based upon a true north measurement if there is magnetic interference. Depending on the service being provided either an experienced team or individual will build, test, and operationalize the technology.

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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:

Master Price Sheet E-Line Pricing NCPA		
Contact: Mr. Steven Mason		
Di Drill Contact: Daniel McCall 661-345-3979		
Date: 2025		
		
MONO CONDUCTOR WIRELINE RATES	UOM	Cost
MonoConductor Wireline Unit (Includes mast unit, lubricator, and pack off)	Per Day	\$2,550.00
MonoConductor Wireline Unit Standby	Per Day	\$1,530.00
Wireline Unit Mileage	Per Mile	\$4.25
High Pressure Equipment Fee (5k BOP) if required	Per Day	\$575.00
High Pressure Equipment Fee (5K Pack off, 4"-7" Lubricator, side entry, and cross over to st	Per Day	\$900.00
Flange Rental	Per Well	\$350.00
Pump Down Equipment (Used on High Angle Wells)	Per Day	\$300.00
Damaged Line Charge	Per Ft.	\$2.75
HIGH PRESSURE GREASE INJECTION	UOM	Cost
Grease Injection Head	Per Day	\$3,300.00
Grease Trailer Mileage	Per Mile	\$2.50
GYRO SURVEY RATES	UOM	Cost
Wireline Gyro Survey Equipment	Per Run	\$5,700.00
Wireline Gyro Orientation (Includes UBHO sub)	Per Run	\$5,700.00
Wireline Gyro Orientation (Each additional day same well)	Per Run	\$4,500.00
Wireline Gyro Equipment Standby	Per Day	\$2,200.00
Drop Gyro (Includes drop assembly)	Per Well	\$5,000.00
UBHO Thread Inspection	Per Connection	\$225.00

SURFACE READOUT (SRO) CALIPER RATES	UOM	Cost
MAC 24 SRO Caliper	Per Run	\$4,050.00
MAC 24 SRO Caliper Standby	Per Day	\$1,850.00
MAC 60 SRO Caliper	Per Run	\$6,850.00
MAC 60 SRO Caliper Standby	Per Day	\$2,200.00


PRODUCTION LOGGING SERVICES	UOM	Cost
Temperature Log SRO	Per Run	\$1,575.00
Pressure Log SRO	Per Run	\$1,575.00
Pressure or Temperature Add on	Per Well	\$200.00
Spinner Log	Per Run	\$2,025.00
Step Rate test	Per Test	\$2,025.00
Pressure Fall Off Test	Per Test	\$2,025.00
PTS Log Standby	Per Day	\$575.00
Lithium Battery	Per Tool	\$2,025.00
Gamma/CCL	Per Log	\$2,600.00
CCL Log (Casing Collar Log)	Per Log	\$875.00
Radial Bond Logging Tool	Per Log	\$5,215.00
Radial Bond Logging Tool (Standby)	Per Day	\$2,200.00
Guage/Tag Run	Per Run	\$875.00
Footage Charge (Applied on wells over 2,500')	Per Ft.	\$0.25
Logging Hourly Add on (If a log surpasses 4 hours this rate will be charged in addition)	Per Hour	\$145.00
Single Well Callout	Per Day	\$300.00
Tool Carrier	Per Well	\$1,750.00
Harsh Environment Fee <3000'	Per Run	\$950.00
Harsh Environment Fee >3000'	Per Run	\$1,650.00
Printed Log	Per Log	\$75.00

DOWNHOLE CAMERA SERVICES	UOM	Cost
View Max DH Camera < 5000' (Lite Side View)	Per Run	\$4,050.00
View Max DH Camera > 5000' Footage Rate (Lite Side View)	Per ft.	\$0.65
View Max DH Camera (Standby)	Per Day	\$2,400.00
High Temp Camera < 5000'	Per Run	\$5,500.00
High Temp Camera > 5000'	Per ft.	\$1.15
High Temp Camera Standby	Per Day	\$3,175.00

BRIDGE PLUG	UOM	Cost
Bridge Plug Specialist	Per Day	\$1,875.00
Baker 20 Setting Tool (Ancillary Equipment Included)	Per Well	\$2,100.00
Baker 20 Setting Tool Rebuild	Per Run	\$275.00


PERSONNEL	UOM	Cost
Wireline Operator	Per Day	\$1,200.00
Wireline Technician	Per Day	\$895.00
Wireline Gyro Engineer	Per Day	\$1,200.00
Caliper Specialist	Per Day	\$1,100.00
Grease Specialist	Per Day	\$1,275.00
Camera Specialist	Per Day	\$1,200.00
Tool Technician	Per Day	\$1,100.00
Per Diem	Per Day	\$300.00

INSPECTIONS, MILEAGE, AND MISCELLANEOUS	UOM	Cost
Man Basket Rental	Per Day	\$750.00
Man Basket Mileage	Per Mile	\$1.85
Service Truck Mileage	Per Mile	\$3.00
Third Party Services (Costs +15%)		15%

Master Price Sheet Directional Services NCPA	
Contact: Mr. Steven Mason	
Di Drill Contact: Daniel McCall 661-345-3979	
Date: 2025	

DIRECTIONAL SERVICES	UOM	Cost
Mud Motors		
4.75" Mud Motor	Per Day	\$3,250.00
4.75" Mud Motor Rebuild (Charged when the motor is picked up)	Per Tool	\$2,250.00
Non-Mag Collar Rental (3.5" - 4.75") (5 Day Minimum)	Per Day	\$60.00
4.75" Non-Mag Stabilizer	Per Week	\$600.00
6.25-6.75" Mud Motor	Per Day	\$3,950.00
6.25-6.75" Mud Motor Rebuild (Charged when the motor is picked up)	Per Tool	\$3,250.00
Non-Mag Collar Rental (6.25" - 6.75") (5 Day Minimum)	Per Day	\$70.00
6.25-6.75" Non-Mag Stabilizer	Per Week	\$700.00
Stator Reline	Per Motor	\$7,500.00
Mud Motor Standby (Charged once tools are picked up)	Per Day	\$750.00
Additional Tools and Services		
Float Valve	Per Tool	\$900.00
Well Planning (First pass plan)	Per Plan	\$1,000.00
Well Planning	Per Revision	\$495.00
Stabilizer Rebuild	POR	
Any Excessive damage to downhole equipment will be billed back at cost plus 15% (Relines, rotor repairs, etc.)		

<u>ELECTRONIC MULTI SHOT (EMS) SURVEY TOOL</u>	<u>UOM</u>	<u>Cost</u>
EMS Equipment charge (Includes Running Gear)	Per Run	\$1,800.00
EMS Equipment Standby	Per Day	\$650.00
Non-Mag Collar Rental (Slick 3.5"-4.75")	Per Day	\$70.00
Non-Mag Collar Rental (Slick 6.25"-6.75")	Per Day	\$85.00
Non-Mag Collar Rental (Slick 8")	Per Day	\$110.00
Crows Feet or Totco Ring	Per Tool	\$425.00
<u>PERSONNEL</u>	<u>UOM</u>	<u>Cost</u>
Personnel		
Directional Specialist	Per Day	\$1,400.00
Gyro While Drilling Engineer	Per Day	\$1,100.00
MWD Engineer	Per Day	\$1,100.00
EMS Technician	Per Day	\$1,350.00
Per Diem	Per Day	\$300.00
<u>INSPECTIONS, MILEAGE, AND MISCELLANEOUS</u>	<u>UOM</u>	<u>Cost</u>
Thread Inspection	Per Connection	\$225.00
Connection Recuts/Reworks (Per Connection)	As Required	\$375.00
Third Party Charges (cost plus 15%)	As Incurred	
Service Truck Mileage	Per Mile	\$3.00
Ditch Magnets (Per Well)	As Required	\$500.00
Work Unit (22'-28' Travel Trailer)	Per Day	\$125.00
Work Unit Mob/DeMob	Per Mile	\$2.25
Living Accommodations (30-36' 5th Wheel)	Per Day	\$225.00

Master Price Sheet Braided Line and Slickline Services NCPA		
Contact: Mr. Steven Mason		
Di Drill Contact: Daniel McCall 661-345-3979		
Date: 2025		
		
BRAIDED/SLICKLINE UNIT CHARGES	UOM	COST
Hourly Rates apply shop to shop, Includes heavy duty hoist mast unit, 2 1/2" 5M Lubricator, Pack Off, and Side Entry		
Hourly Rate- Three Hour Min	Per Hour	\$425.00
Additional Premium, After 12 hours/Mobilization	Per Hour	\$175.00
Unit Standby (4 Hour Max)	Per Hour	\$225.00
Standard Set-up Tool String (Rope Socket, 2 Stem, Knuckle joint, 1 Spang all <1.75" OD)	Per Well	\$350.00
Braided line Unit Mileage	Per Mile	\$4.25
PERSONNEL AND SUPERVISORY CHARGES	UOM	COST
Caliper Specialist	Per Day	\$1,475.00
Capillary Tubing Specialist	Per Day	\$1,100.00
Braided Line Slickline Personnel	Per Hour	\$85.00
Additional Personnel -	Per Hour	\$75.00
Additional Premium after 8 Hours (In addition to hourly Rates)	Per Hour/Man	\$45.00
Per Diem	Per Day	\$300.00
INSPECTIONS, MILEAGE, AND MISCELLANEOUS	UOM	COST
Service Truck Mileage	Per Mile	\$3.00
Wireline truck services charge will apply if crew and equipment are called out and not utilized (In town Roundtrip 80 miles)		\$525.00
Damaged or Lost Wireline:7/32" Supra 75 Corrosive Service	Ft	\$4.50
Damaged Premium Alloy 0.108" / 0.125" Wire	Ft	\$1.05
Battery - Per Well - Per Gauge	Per Well	\$300.00
High Temp Lithium Battery	Per Well	\$750.00
Tandem Gauge Carrier	Per Well	\$250.00
Report Preparations	Per Hour	\$85.00
SPOOLING UNIT RATES (Capillary Tubing)	UOM	Cost
Spooling Unit	Per Day	\$1,925.00
Spooling Unit Standby	Per Day	\$1,155.00
Spooling Unit Mileage	Per Mile	\$1.25
KINLEY CALIPER SERVICES	UOM	Cost
Megadata 30 Arm Caliper	Per Run	\$5,900.00
Megadata 30 Arm Caliper Footage Charge (5000' min)	Per ft.	\$2.00
Mega Data 30 arm Caliper Standby (Port to Port)	Per Day	\$650.00
Microscopic 15 arm Caliper	Per Run	\$4,925.00
Microscopic 15 Arm Footage Charge (5000' min)	Per ft.	\$1.60
Microscopic 15 arm Caliper Standby (Port to Port)	Per Day	\$585.00
Multiple String Logging	Per Well	\$500.00
Gauge/Tag Run with dummy tool built to spec	Per Run	\$1,450.00
Log Analysis (7-10 days)	Per Log	No Cost
Caliper Rush Analysis (Urgent) 24 Hour	Per Hour	\$215.00
Caliper Rush Analysis (Business) 3-5 days	Per Hour	\$160.00

TOOL RENTALS		UOM	COST
Gauge Rings	Per Well		\$595.00
Impression Blocks thru 4" - 7"	Per Well		\$525.00
Jars, Bowen Hydraulic "Oil" 2 1/8"	Per Well		\$2,125.00
Jars, Spang Link up to 2 1/8"	Per Well		\$490.00
Jars, Tubular thru 1 3/4"	Per Well		\$455.00
Roller Stem thru 1 3/4"	Per Well		\$455.00
Stem thru 2 1/8"	Per Well		\$115.00
Bailer - Pump/Drive down (up to 2 1/8") - per day	Day/Well		\$345.00
Leaded/Tungsten Stem (2")	Day/Well		\$360.00
FISHING TOOL RENTAL ADDITIONAL		UOM	COST
Overshot (up to 2 1/2")	Day/Well		\$665.00
Bowen Center Spears (up to 2 1/4")	Day/Well		\$255.00
Rare Earth Magnet thru 1 3/8" to 2 1/2"	Day/Well		\$2,125.00
Rare Earth Magnet thru 1 3/8" to 2 1/2" (Skirted)	Day/Well		\$965.00
Rare Earth Magnet thru 2 3/4" to 4"	Day/Well		\$1,255.00
Rare Earth Magnet thru 2 3/4" to 4" (Skirted)	Day/Well		\$1,450.00
NOTES TO PRICING CONDITIONS AND CHARGES		UOM	COST
Service Equipment Damaged / Destroyed	Cost Plus 20%	POR	
The above rental prices apply when used in conjunction with slickline or braided line services			
Time applies from shop to shop			
A day is considered calendar day			

Master Price Sheet RA Tracer Services NCPA

Contact: Mr. Steven Mason

Di Drill Contact: DanielMcCall 661-345-3979

Date: 2025



<u>2025 RA Tracer Pricing Steam</u>		<u>UOM</u>	<u>Cost</u>
Truck Charges			
RA146	Blow-Out Preventor (BOP) Includes: Blow Out Preventer Equipment	EA	
RA150	Damaged Line	FT	\$5.00
RA145	Depth Charge Standard 10,000'-15,000'	FT	\$0.31
RA143	Depth Charge Standard 2500'-5000'	FT	\$0.26
RA144	Depth Charge Standard 5001'-10,000'	FT	\$0.31
RA142	Depth Charge Steam 1500'-3000' Includes: Depth charge 1,500'-3,000'	FT	\$0.31
RA138	Mileage Charge	MI	\$5.85
Data Processing			
RA149	Computer Drafts	EA	\$75.00
RA147	Computer Work	HR	\$85.00
RA148	Data Processing Includes: Data analysis	HR	\$165.00
Personnel			
RA130	Location Logging Time Charged in 30 minute increments	HR	\$195.00
RA137	Subsistence Charge Applies for jobs outside of Kern County. Charged per person per day.	EA	\$300.00
RA127	Standby Time	HR	\$195.00
Survey Charges			
RA131	Feeler Runs/Gauge/Tag Includes: Wellbore tags for fill	EA	\$390.00
RA110	High Borehole Temperature 400-450 DEG F Includes: High borehole temperature 400-450 degF	EA	\$195.00
RA111	High Borehole Temperature 451-500 DEG F Includes: High borehole temperature 451-500 degF	EA	\$260.00
RA112	High Borehole Temperature 501-525 DEG F	EA	\$325.00
RA141	Incomplete Survey Charge	EA	\$520.00
RA103	Iodine Liquid Tracer Includes: Iodine-131 Tracer (1 Shot=7 mCi)	mCi	\$105.00
RA104	Iodine Resin Tracer	mCi	\$195.00
RA100	Krypton Gas Tracer	mCi	\$4.55
RA133	Miscellaneous Quotes	EA	AR
RA130	MIT II Static Temperature Survey Includes: Static temp survey while performing an MIT II type survey	EA	\$390.00
RA120	Nitrogen Gas Charge Includes: Gas charge per bottle 3k	EA	\$32.50
RA132	Pressure and Temp Survey Monitoring	EA	\$3,250.00
RA123	Rental Equipment	DAY	AR
RA117	Steam Injection Surveys Includes: Base Survey Charge	EA	\$1,350.00
RA128	Step Rate Test Base	EA	\$1,450.00
RA136	Water Injection Survey	EA	\$1,750.00
RA129	Wireline Temperature Survey	EA	\$1,575.00
RA102	Xenon Gas Tracer Includes: Xenon-133 Tracer (1 Shot = 10 mCi)	mCi	\$25.25
Additional Charges			
RA137	Class V Disposal Wells	Well	
RA134	15% markup on all incurred charges	15%	
RA119	Custom Tool Design/Tool Repair	HR	\$250.00
RA121	Custom Tool Strings Includes: 1" OD Flex Tool	EA	\$455.00
RA106	Dosimetry Services Includes: Dosimetry Services	EA	\$45.00
RA105	Tracer Cutting Fee Includes: Tracer cutting fee	EA	\$130.00

LOST IN HOLE	UOM	Cost
<u>Directional Services</u>		
3.5" Cross Over Sub	Per Tool	\$2,860.00
3.5" UBHO Sub with Sleeve	Per Tool	\$7,150.00
4.75" Cross Over Sub	Per Tool	\$3,315.00
4.75" Gap Sub	Per Tool	\$22,750.00
4.75" Pony Sub	Per Tool	\$5,525.00
4.75" Re-Entry Sub	Per Tool	\$3,315.00
4.75" UBHO Sub	Per Tool	\$6,175.00
4.75" UBHO Sub with Sleeve	Per Tool	\$8,125.00
4-3/4"-5.0" Mud Motor	Per Tool	\$151,065.20
6.5" Gap Sub	Per Tool	\$23,790.00
6.5" Pony Sub	Per Tool	\$6,500.00
6.5" UBHO Sub	Per Tool	\$6,825.00
6.75" Cross Over Sub	Per Tool	\$3,705.00
6.75" UBHO Sub with Sleeve	Per Tool	\$9,100.00
6-3/4" Mud Motor	Per Tool	\$169,392.60
8" Gap Sub	Per Tool	\$27,950.00
8" Pony Sub	Per Tool	\$15,600.00
8" UBHO Sub	Per Tool	\$9,425.00
8" Mud Motor	Per Tool	\$243,318.40
EM Kit	Per Tool	\$256,750.00
EMS Survey Tool	Per Tool	\$97,500.00
Gyro While Drilling System with (Probe and Pulser and Magnetic Sensors)	Per Tool	\$650,500.00
Gyro While Drilling System with (Probe and Pulser)	Per Tool	\$435,500.00
NMDC Flex 4.75"	Per Tool	\$43,793.75
NMDC Flex 6.5"	Per Tool	\$48,912.50
NMDC Flex 8"	Per Tool	\$73,937.50
NMDC Slick 4.75"	Per Tool	\$39,812.50
NMDC Slick 6.5"	Per Tool	\$44,362.50
NMDC Slick 8"	Per Tool	\$64,837.50
Positive Pulse MWD Kit	Per Tool	\$292,500.00

Eline		
1 3/8" CCL/Temp 350°F	Per Tool	\$55,250.00
Gamma Ray/CCL	Per Tool	\$156,000.00
Helical 4 Arm Centralizer	Per Tool	\$24,050.00
High Temp Camera Complete Tool Assembly with Centralizers	Per Tool	\$266,500.00
MAC 24	Per Tool	\$286,000.00
MAC 60	Per Tool	\$346,000.00
Quad Neutron logging Tool 1.75"	Per Tool	\$253,500.00
Radial Bond Logging Tool	Per Tool	\$266,500.00
Temperature/Pressure Probe (HP/HT) 600°F	Per Tool	\$162,500.00
Temperature/Pressure/Spinner Probe (HP/HT) 600°F	Per Tool	\$198,250.00
View Max Lite Complete Tool Assembly with Centralizers	Per Tool	\$253,500.00
Wireline Gyro Downhole Survey System with Running Gear (With Thermal Shield)	Per Tool	\$322,400.00
Wireline Gyro Surface Equipment	Per Tool	\$45,500.00
Wireline Gyro Survey System with Running Gear	Per Tool	\$296,400.00

Slickline		
1 1/4" Memory Temperature/Pressure Probe 400°F	Per Tool	\$68,250.00
Gauge Carrier	Per Tool	\$2,145.00
Kinley KBC Complete Tool Assembly including Centralizers	Per Tool	\$123,500.00
Kinley Megadata Complete Tool Assembly Including Centralizers	Per Tool	\$188,500.00
Mechanical Temperature Probe	Per Tool	\$50,050.00
Weight Bar 1 1/2" 3' (Feed Through) 30% Discount for dummy bars	Per Tool	\$1,170.00
Weight Bar 1 1/2" 5'	Per Tool	\$1,495.00
Weight Bar 1 1/2" 7'	Per Tool	\$1,755.00
Weight Bar 1 3/4" 3' (Feed Through) 30% Discount for dummy bars	Per Tool	\$1,521.00
Weight Bar 1 3/4" 5'	Per Tool	\$1,943.50
Weight Bar 1 3/4" 7'	Per Tool	\$2,281.50

LOST IN HOLE	UOM	Cost
1" Steam Tool	Per Tool	\$56,000.00

LOST IN HOLE PROTECTION	UOM	Cost
Gyro Downhole Survey System with Running Gear	Per Day	\$1,350.00
Gyro Downhole Survey System with Running Gear (With Thermal Shield)	Per Day	\$1,450.00
Fiber Optic Gyro While Drilling Sensor	Per Day	\$1,850.00
Positive Pulse MWD Kit	Per Day	\$1,800.00
EM Kit	Per Day	\$1,775.00
MAC 24	Per Day	\$1,525.00
High Temp PTS (600°)	Per Day	\$1,350.00
Quad Neutron logging Tool	Per Day	\$1,350.00
Torped Probe	Per Day	\$590.00
Torped Sub	Per Day	\$200.00
DeadSet Bridle	Per Day	\$75.00
DeadSet Modem	Per Day	\$300.00
DeadSet Cloak Add On	Per Day	\$95.00
Integrated Gyro	Per Day	\$1,450.00
DeadSet Single	Per Day	\$700.00
DeadSet 1850 Gradiometer	Per Day	\$875.00
DeadSet 4500 Gradiometer	Per Day	\$1,200.00
Fiber Optic Gyro While Drilling	Per Day	\$1,650.00
Mud Motor (4.75", 6.5", and 8")	Per Day	\$350.00

NOTES TO PRICING LOST IN HOLE PROTECTION

DDSS retains the right as to not deploy the tools if there is a known adverse condition in the Lost in hole protection to be taken at the beginning of a job
Once initiated the daily rate for lost in hole protection will be charged for the duration of the project
Lost in hole protection will cover 40% of lost in hole cost therefore resulting in a rate of 60% of

NOTES TO PRICING CONDITIONS AND CHARGES

Wireline truck services charge will apply if crew and equipment are called out and not utilized
Single well call out If called out for a single well in one day
The above rental prices apply when used in conjunction with slickline or braided line services
Time applies from shop to shop
A day is considered calendar day
Day rate man charges are based on 12 hour days, over time charges may apply if over 12 hours
Inspections, Re-facing, or Recuts will be charged back to the customer
Any other services or items requested will be charged to customer (If abnormal wear and Tear)
Damage to equipment- if equipment is ran outside of design parameters client will be charged repair
Additional service and special products will be quoted upon request
All DDSS standard terms and conditions apply as well as the current master service agreement

"Thank you for the opportunity to work with your team!"

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 18

Meeting Date: May 12, 2025

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task Professional Services Agreement with Power Engineering, Inc., for professional engineering, environmental and regulatory related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Professional engineering, environmental and regulatory related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. This is a new vendor for NCPA. 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 GEI Consultants, Gannett Fleming, and Mead & Hunt, Inc.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Profession Services Agreement with Power Engineering, Inc.



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND POWER ENGINEERING, 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 Power Engineering, Inc., a S Corporation] with its office located at 16632 Millikan Avenue, Irvine, CA 95606 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule,

regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

10.7 Contract Administrator. This Agreement shall be administered by 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:

Marcus Crahan, PE
Power Engineering
16632 Millikan Ave.
Irvine, CA 92606

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third

party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

POWER ENGINEERING, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

MARCUS CRAHAN,
Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Power Engineering, Inc. ("Consultant") shall provide engineering, and regulatory related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Power Authority (SCPPA) or SCPPA members.

Services to include but not be limited to the following:

- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Inspection and construction maintenance observation and testing
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Governor and voltage regulator engineering
- High voltage insulation engineering
- Operations and Maintenance Evaluation and Support (consulting and engineering only)
- Vendor Quality Assurance
- Start-up and Commissioning Services (engineering support only)
- Power System Failure Analysis
- Turbine Generator WECC Model Verification
- Vibration analysis
- Safety investigations
- Reliability compliance
- Power system upgrade studies
- Other miscellaneous tasks as requested by Agency.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Description	Classification	Hourly Rate
Principal Engineer	Level I	\$325
Lead Engineer	Level II	\$300
Engineer	Level III	\$230
CAD Designer	Level IV	\$200
Jr. Engineer	Level V	\$160
Admin/Clerical	Level VI	\$105
Technician	Level VII	\$90

When providing professional engineering services, the hourly rate(s) listed above shall apply to the first eight hours worked Monday through Friday. In the event that the service exceeds eight hours per day, occurs on a Saturday a multiplier of 1.5 will be applied to the hourly rate. In the event that the service is provided on a Sunday or Federal holiday, or involves legal testimony, a multiplier of 2 will be applied to the hourly rate.

Time spent traveling on the Client's behalf will be charged according to the actual time expended. Expenses incurred on the Client's behalf will be invoiced at cost plus 10% markup.

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

Power Engineering, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



LEC Informational Updates

LEC April Operational Report

LEC Operations

- LEC planned outage 4/1/2025 thru 4/30/2025.
- Sent out weekly report updates during outage.
- “B” Gas compressor update.
- Critical Outage findings.

FX CEC Update

- CEC upcoming kick off meeting for DBA-24-005.
 - Scheduled for May 20, 2025
 - Meeting will cover Exhibits A-C, TC’s and Data Sharing Agreement.

Siemens LTP FX Update

- First payment June 1, 2025.

LEC Additional Operational Report Cont.

“B” Gas Compressor Overhaul Update

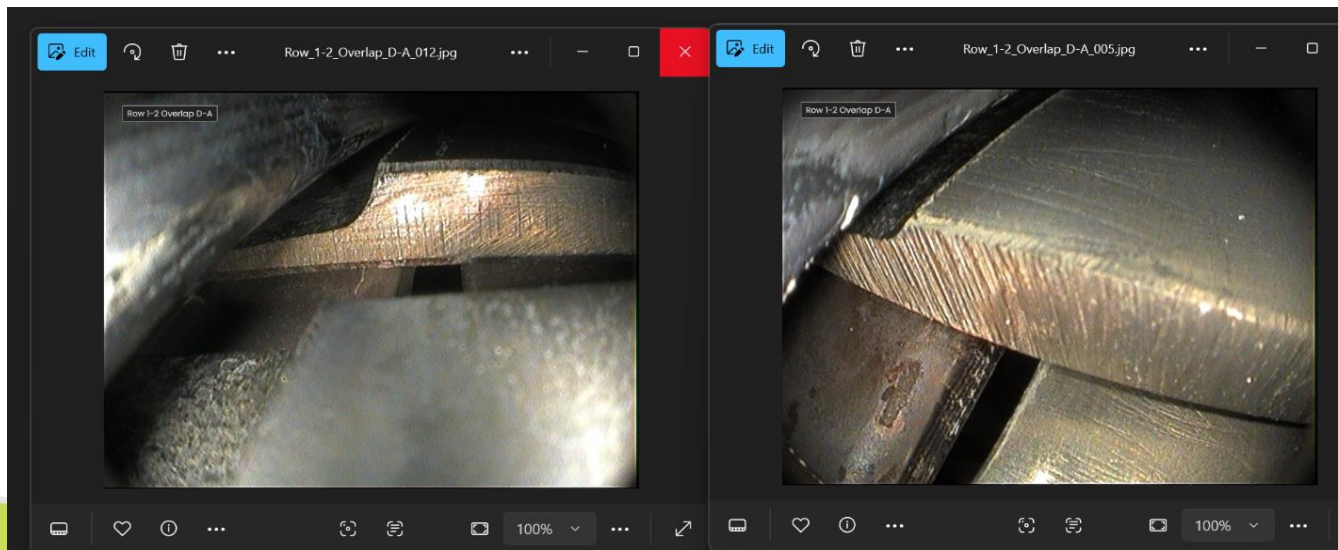
- Rebuilt compressor arrived onsite, 4/7.
- No issues with shipment.
- Unit back on its pedestal.
- Waiting on Kobelco's TFA availability.



LEC Outage Critical Items

CT Belly Band

- Turbine disk 1-2 shows significant wear 65-75%.
- High probability that will need replacement during next outage.
- A turbine cover lift is needed to replace.
- Belly bands are a wear and tear item and no covered by LTP agreement.
- Have a new set of Belly bands with Haynes 282 upgraded material.
- Need to ask Siemens if I can purchase the one turbine disk 1-2 belly band.
- Waiting on budgetary quote from Siemens.



LEC Outage Critical Items Cont.

HRSG LP Drum Belly Plate Ultrasonic Testing (UT)

- Conducted LP Drum UT to determine metal thickness.
- High probability that will need replacement during next outage.
- Nominal thickness .25", several sections are well below nominal.
 - LP1 was .163"
 - LP2 was .152"
 - LP3 was .146"
- Need to order material and requested a budgetary quote from PMI.



LEC Outage Critical Items Cont.

CCI HP Bypass Ultrasonic Testing (UT) and X-Rays

- Integrity Solutions conducted HP bypass valve UT to determine metal thickness.
- Found a few defects
 - Bypass valve weld diffusion to piping
 - Cracks around nozzle holder due to nozzle tip failure
- Weld seems to be a defect from construction, we need to monitor closely to prevent weld failure, we have been given a green light for continued operations, but the weld issue needs to be addressed.



LEC Outage Critical Items Cont.

Service Water Piping Underground

- Underground carbon steel piping showing heavy build up.
 - Corrosion build up due service water aggressiveness.
 - Riser that supplies water treatment area.
 - Riser that supplies closed cooling water pump area
- If the underground piping plugs up or develops a leak, we could have issues with cooling requirements for steam turbine blowdown tank, water treatment building and chemical mixing tanks.



LEC Inlet Platform Construction Update

- TTS Construction Work Continues
 - Concrete phase 1 is complete.
 - Concrete phase two;
 - Asphalt removed around foundation
 - Installed expansion around foundation
 - Steel erection will commence on 5/20/25.
 - No safety issues to report.

