



12745 N. Thornton Road  
Lodi, CA 95242

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

## LEC PPC Agenda

---

**Subject: July 8, 2024 Lodi Energy Center Project Participant Committee Meeting**

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

**Time: 10:00 am Pacific Standard Time**

---

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

.....

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 <sup>st</sup> Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 1002 Cooper Ave Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 1425 River Park Dr. Suite 300. Sacramento, CA 95815	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 411 W. Clay St. Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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

*The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or [www.ncpa.com](http://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 June 10, 2024 Regular Meeting Minutes**

**MONTHLY REPORTS**

**4. Operational Report for June 2024**

**5. Market Data Report for June 2024**

**6. Monthly Asset Report for May 2024**

**7. Bidding Strategies Report**

**CONSENT CALENDAR**

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

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

**9. Financial Report for May 2024 – 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 to reflect changes for City of Biggs.
12. **Hatton Crane & Rigging, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Hatton Crane & Rigging, Inc. for crane related services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
13. **Worley Group, Inc. MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Worley Group, Inc. for project support 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.
14. **Farwest Insulation Contracting MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Farwest Insulation Contracting for insulation, electrical tracing, and protective coating related services, with a not to exceed amount of \$3,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.
15. **Everline Compliance CA, LLC Third Amendment to MTGSA** – Staff is seeking a recommendation for approval of a Third Amendment to the five-year Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline maintenance operations related services, accepting assignment of the agreement to FR Integrity, LLC dba EverLine Compliance LLC, with no change to the contract term or not to exceed amount, for continued use at all facilities owned and/or operated by NCPA.
16. **Conco Services, LLC MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Conco Services, LLC for specialized cleaning and industrial equipment testing services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA (except LEC), NCPA Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: \_\_\_\_\_

## **DISCUSSION/ACTION ITEMS**

17. **Lodi Energy Center FX Upgrade Project** – Staff is seeking approval of the Lodi Energy Center FX Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed amount of \$17,500,000.

## **INFORMATIONAL ITEMS**

18. **NCPA 2025 Plant Outage Schedule** – Staff will provide an overview of the draft 2025 Plant Outage Schedule to allow Members to review and provide comments.
19. **Lodi Energy Center Hydrogen Upgrade Project** – Staff will provide an update regarding the potential hydrogen upgrade project at the Lodi Energy Center.

*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.*

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

**ADJOURNMENT**

Next Regular Meeting: August 12, 2024 at 10:00 am Pacific Standard Time

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



651 Commerce Drive  
Roseville, CA 95678

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

# LEC PPC Meeting Minutes

**Date:** Monday, June 10, 2024

**Time:** 10:00 am Pacific Standard Time

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

**Subject:** Lodi Energy Center Project Participant Committee Meeting

## 1. Review Safety Procedures

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

## 2. Call Meeting to Order and Roll Call

Chairman Brock Costalupes called to order the Project Participant Committee meeting at 10:01 am. He asked that roll be called for the Project Participants as listed below. Gridley arrived late.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Schmidt	Absent	6.6000%
Biggs - Sorensen	Absent	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Sanchez	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	Absent	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Sauers	Absent	1.7857%
Summary		
Present	6	84.2857%
Absent	7	15.7143%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	June 10, 2024	

## **Public Forum**

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

### **3. Meeting Minutes**

The draft minutes from the May 6, 2024 regular meeting. The LEC PPC considered the following motion:

**Date:** 6/10/2024

**Motion:** The PPC approves the minutes from the May 6, 2024 regular meeting.

**Moved by:** MID  
**Seconded by:** SVP

**Discussion:** There was no further discussion

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	86.9536%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	13.0464%
Result: Motion Passed		

## **MONTHLY REPORTS**

### **4. Operational Report**

Gordon Loyd presented the Operational Report for May. There were no OSHA recordable and no non-recordable incidents.

There were no NERC/WECC or permit violations. There were two outages in the month of May. One was an extension of the annual outage and steam turbine excitation upgrade. The other was for AVR trouble.

The operational report reflected monthly production of 4,285 MWH, 22 service hours, and equivalent operating availability of 97.2%. The report set for the Capacity Factor @ 302MW Pmax of 1.9%. There were two cold starts, one warm start 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 2 out of 30 available days. There were 3 starts during the month. There were twenty-eight days where LEC was uneconomic.

### **6. Monthly Asset Report**

Rafael Santana presented the monthly asset report for April 2024, showing that net costs are above budget. Rafael reviewed the monthly historical comparisons as well as the 12-month history, showing April is generally our outage month.

### **7. Bidding Strategies Report**

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

### **Consent Calendar (Items # 8 – # 12)**

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

**Date:** 6/10/2024

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for April 2024; **9.** Financial Report for April 2024; **10.** GHG Reports (excerpted from the Monthly ARB); **11. Air Hygiene International, Inc. 5-year MTCSA** for rata and source testing related services, not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **12. Integrated Engineers and Contractors Corporation dba IEC Corporation 5-year MTPSA** for consulting services related to renewable energy, power generation, power delivery, and energy storage, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA.

**Moved by:** SVP

**Seconded by:** MID

**Discussion:** There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	88.9179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	11.0821%
Result:	Motion Passed	

## **BUSINESS ACTION ITEMS / INFORMATIONAL ITEMS**

**16. Lodi Energy Center Hydrogen Upgrade Project** – Gordon Loyd discussed the status of various grants that NCPA is actively seeking for this project. Per the request of the participants he will provide another review of the economics for this project next month reflecting changes in the status of the grants.

Gordon presented the final report from Siemens regarding the FX Upgrade and will provide a cost estimate. It is believed that the CEC funding will be in place by October 2024. A stipulation of the CEC funding is that the project must be completed by June 30, 2027.

### **Additional Operational Updates**

**17. Additional Operational Updates** – No other updates.

### **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, July 8, 2024.

The meeting was adjourned at 11:10 am.

Submitted by: Julie Kenkel



## Lodi Energy Center Project Participant Committee

# Operational Report

Agenda Item No.: 4

---

**Date:** 07/08/2024

**To:** Lodi Energy Center Project Participant Committee

---

### Safety

- OSHA Recordable/Reportable: 0 incidents
- Non-Recordable/Reportable: 1 incident
  - Non-Recordable/Non-Reportable Sulfuric Acid Leak:
    - On Saturday, 6/15/24 at approximately 9:30pm, operators discovered a leak on the LEC sulfuric acid system while performing normal inspection rounds. Operators activated our Emergency Response Plan and notified plant management.
    - Approximately 120 gallons of sulfuric acid leaked into secondary containment. Due to this amount and the fact that the leak was confined to secondary containment, no external reporting is necessary. Cleanup contractors were mobilized to neutralize and remove the acid.
    - No injuries or near-misses resulted from this incident.
    - The root cause was determined to be the failure of a pump pulsation dampener. These pulsation dampeners were placed under LOTOT, and the system returned to service. Plant management are evaluating options for removing these components, adding pH detecting leak covers, and adding additional shutoff valves to the system in response to this incident.

### Notice of Violations

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

### Outage Summaries:

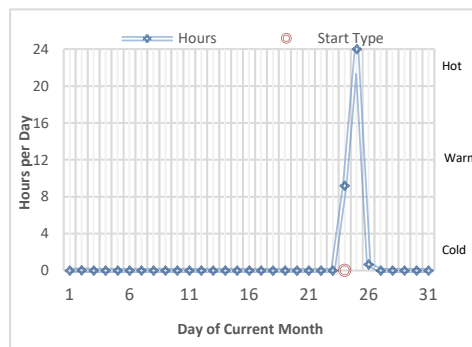
- None.

### Planned Outage Summaries:

- Week of July 22, 2024: HRH and HP Bypass Valve outage – tentative dates, pending parts delivery.
- April 1-30, 2025; Annual maintenance outage.

**LEC Generating Unit Statistics:**
**Date:** 6/1/2024

1. Monthly Production 8,181 MWh
2. Productivity Factor
  - a. Service Hours 34 Hours
  - b. Service Factor 4.7 %
  - c. Capacity Factor @ 302MW Pmax 3.8 %
3. Equivalent Operating Availability (EOA) 100.0 %
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	6,913	0.63%	5	\$1
Seg. 3 275 - 284	6971	6,947	-0.35%	3,490	-\$341
Seg. 4 250 - 275	7081	6,941	-1.98%	2,342	-\$1,316
Seg. 5 225 - 250	7130	6,949	-2.54%	586	-\$426
Seg. 6 200 - 225	7200	7,006	-2.69%	487	-\$378
Seg. 7 175 - 225	7450	7,420	-0.40%	766	-\$91
Seg. 8 165 - 175	7760	7,777	0.21%	36	\$2
	7,164	7,000	-2.30%	7,712	-\$2,549

**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	\$13
Seg. 5 225 - 250	0	0	0	\$3
Seg. 6 200 - 225	0	0	0	\$0
Seg. 7 175 - 225	0	0	0	\$3
Seg. 8 165 - 175	0	0	0	\$0
	0	0	1	\$18

**7. Starting Reliability**

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	1
Start Time Benchmark (Minutes)	20		
Start Time Actual (Average Minute)	0	0	20
Start Time Deviation (%)	0%	0%	0%
Start Fuel Benchmark (mmBTU)	250		
Start Fuel Actual (Average mmBTU)	0	0	202
Fuel Deviation (%)	0%	0%	-19%
Costs of Fuel Deviations (\$)	\$0	\$0	-\$191

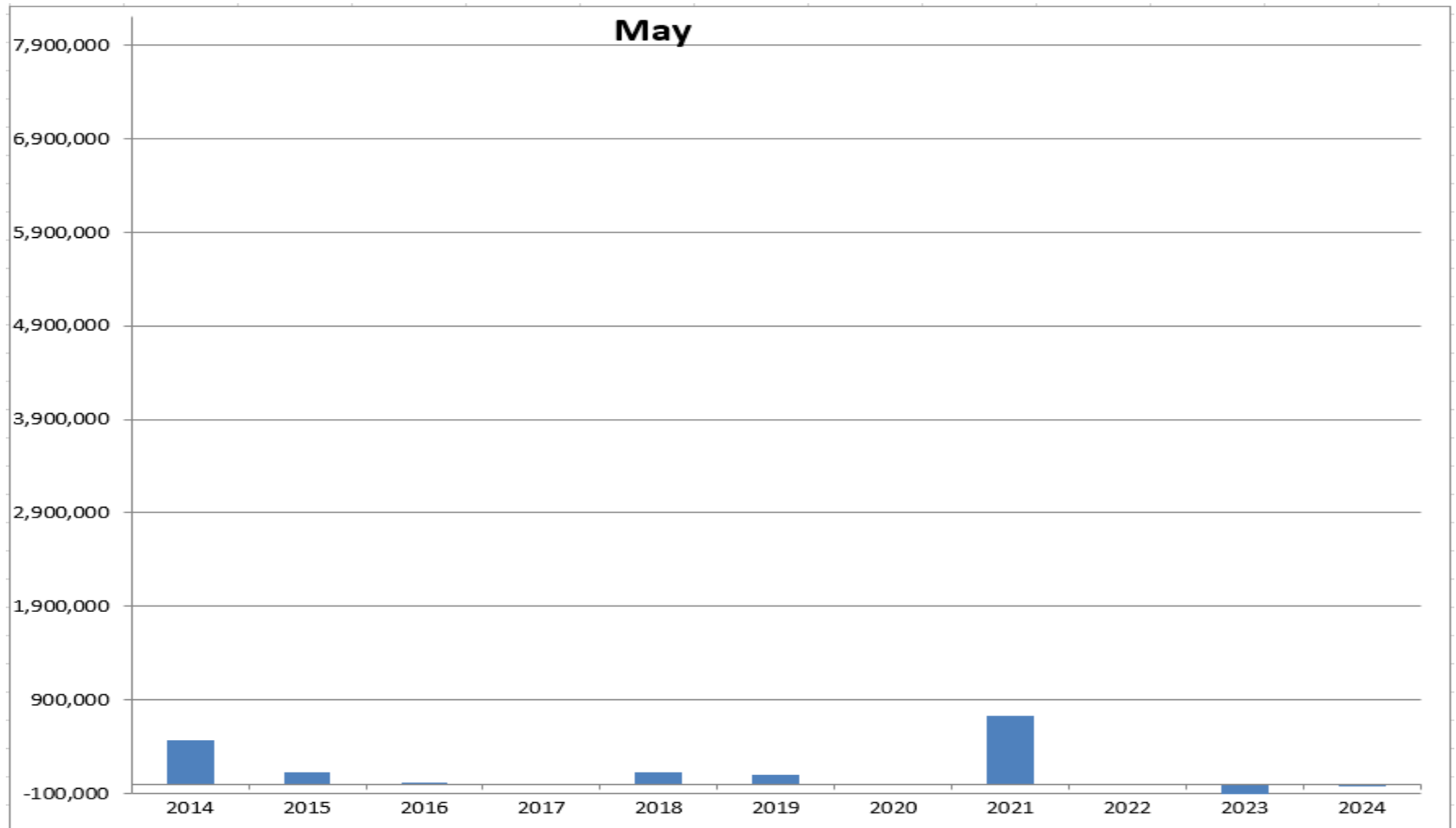
**Definitions:**

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 =  $(Actual Fuel Consumed - Expected Fuel) \times Cost of Fuel$

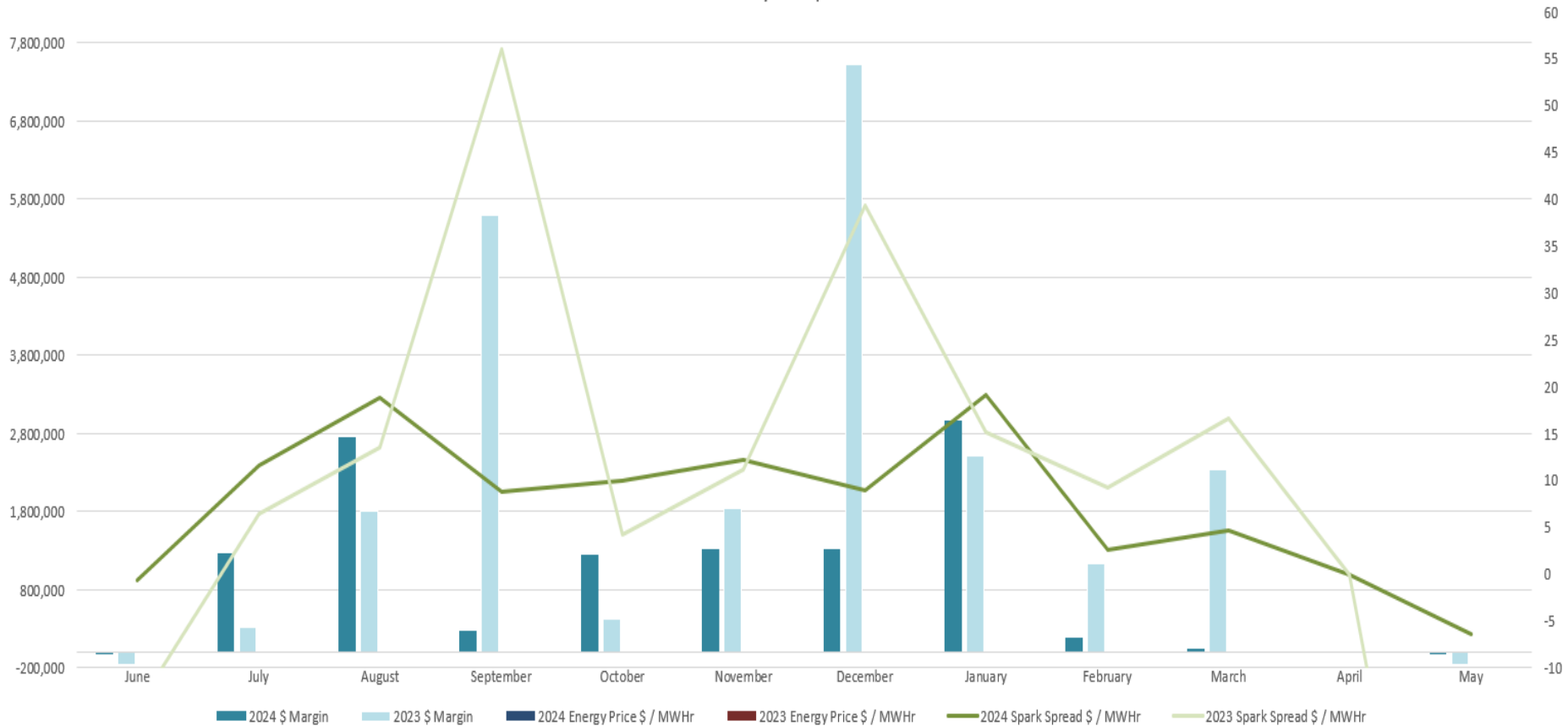
# May Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	301,808	257,110	2,359,065	44,698	17%	Power Produced MWhr up by 7% vs Forecast. C.F. up by 2% vs. Forecast.
VOM	803,737	990,424	2,272,783	(186,687)	-19%	
Fixed	1,083,859	1,318,930	1,174,930	(235,071)	-18%	
Projects	1,145,355	180,755	225,755	964,600	534%	Outage invoices
A&G	223,194	223,280	223,280	(86)	0%	
Debt	2,166,020	2,166,350	2,166,019	(330)	-0.02%	
Net Cost	(5,120,357)	(4,622,629)	(3,703,702)	(497,728)	11%	
Net Annual Cost		(35,536,840)	(12,122,418)	(\$23,414,422)		
				Above budget by 193.15%		

# Historical Margins



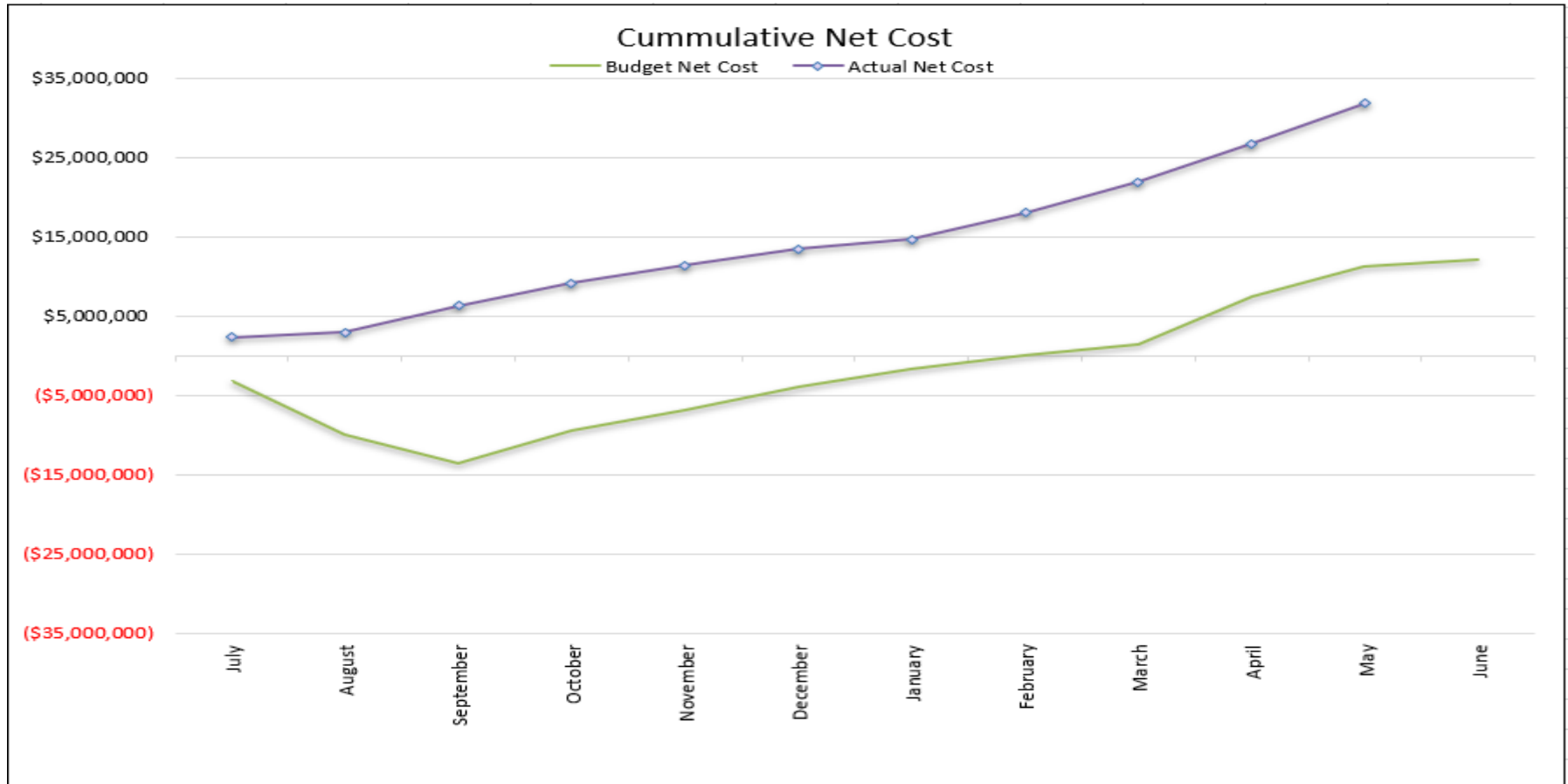
## Historical Monthly Comparison



\* Spark Spread same as May 2023 @ \$-69.60 \$/MWhr vs. May 2024 @ \$-6.39 \$/MWhr

\* Spark Spread delta lower from May 2023 vs May 2024 @ \$-63.21 \$/MWhr

\* Margin comparison from May 2023 \$-156,600 vs May 2024 \$-27,400



**\*\* On the cumulative chart, May was a soft month when compared to historical margin results. Actual Net Cost \$31,835,317 vs Budget Net Cost \$11,177,767.**



	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2024 Budget	Percent Used	Comments
VOM	6,230,796	8,130,435	1,644,190	8,884,688	6,635,255	7,099,531	12,353,150	3,380,655	590,380	268,823	803,737	4,082,653	60,104,294	91,703,714	65.5%	
Capacity Factor	49%	65%	15%	56%	50%	65%	69%	35%	5%	1%	2%	21%	36%	36%	100.0%	CF up by 2% vs. Forecast
Fuel Consumed (mmBTU, estimated)	778,036	1,034,230	228,909	881,581	764,290	1,015,613	1,075,545	519,988	82,684	19,279	34,408	385,894	6,820,457	9,058,849	75.3%	
Avg Fuel Cost (\$/mmBTU)	5.41	5.39	4.33	6.38	6.08	4.52	7.51	3.63	3.56	2.65	2.93	0.00	5.29	7.87	67.2%	
Power Produced (MWHr, estimated)	110,534	148,957	31,972	125,082	109,227	146,112	155,019	73,757	11,544	1,604	4,282	46,589	964,679	1,303,566	74.0%	Power Produced up by 7% vs. Forecast
Avg Power Price (\$/MWHr)	70.51	77.17	60.02	78.22	74.97	60.42	94.74	50.18	53.62	62.14	49.91	0.00	69.79	95.06	73.4%	
Operations / Variable / LTSA	147,690	169,459	141,392	878,497	148,982	81,213	1,172,451	101,694	65,967	137,890	609,540	562,841	4,217,616	4,837,398	87.2%	
Fuel (estimated)	4,211,170	5,569,646	991,544	5,627,298	4,649,538	4,594,126	8,078,944	1,889,865	294,103	51,180	100,732	2,601,635	38,659,782	71,517,913	54.1%	
AB32 GHG Offset (estimated)	1,462,153	2,030,979	462,367	1,749,465	1,592,739	2,148,977	2,493,608	1,212,320	189,114	40,788	72,790	833,152	14,288,452	13,984,733	102.2%	
CA ISO Charges (estimated)	409,783	360,351	48,887	629,428	243,996	275,215	608,147	176,776	41,196	38,965	20,675	85,025	2,938,444	1,363,670	215.5%	
Routine O&M (Fixed)	1,364,229	1,520,704	1,104,923	1,292,039	1,265,418	1,214,385	1,068,137	1,017,035	1,127,396	1,367,622	1,083,859	1,214,093	14,639,840	14,013,817	104.5%	
Maintenance / Fixed	370,865	330,257	338,399	533,479	371,163	297,764	298,959	268,835	336,606	333,003	315,520	268,500	4,063,350	3,350,082	121.3%	
Administration	2,526	15,273	2,212	12,348	22,003	18,000	3,271	7,470	7,290	16,234	5,158	15,681	127,466	188,173	67.7%	
Mandatory Costs	44,199	405,606	18,181	19,785	14,490	-3,691	24,067	19,541	5,270	105,658	36,538	33,386	723,030	374,870	192.9%	
Inventory Stock	0	0	0	18,118	132,665	9,129	109,059	0	23,650	9,854	0	0	302,475	500,000	0.0%	
Labor	675,240	484,316	459,297	436,142	453,204	618,284	360,196	445,516	482,706	628,416	455,244	610,403	6,108,964	6,167,244	99.1%	
Insurance	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	1,751,712	1,751,712	100.0%	
Power Management & Settlements	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,424	1,505,077	1,505,071	100.0%	
Other Costs	0	13,853	15,435	768	494	3,500	1,186	4,274	475	3,058	0	14,723	57,766	176,665	32.7%	
Projects	218,640	180,755	243,735	222,078	258,846	284,268	271,786	354,707	515,932	1,006,359	1,145,355	248,255	4,950,716	3,912,591	126.5%	
Maintenance Reserve	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	2,169,060	2,169,063	100.0%	
Operations & Maintenance Projects	37,885	0	62,980	41,323	78,091	103,513	91,031	173,952	335,177	825,604	964,600	22,500	2,736,656	1,698,528	161.1%	Outage Invoice/Payments
Capital Projects	0	0	0	0	0	0	0	0	0	0	0	45,000	45,000	45,000	100.0%	
A&G	223,194	223,194	223,194	223,194	223,194	223,194	223,194	223,194	223,194	223,234	223,194	223,280	2,678,454	2,679,358	100.0%	
Administrative & General (Allocated)	190,458	190,458	190,458	190,458	190,458	190,458	190,458	190,458	190,458	190,498	190,458	190,498	2,285,576	2,285,971	100.0%	
Generation Services Shared	32,736	32,736	32,736	32,736	32,736	32,736	32,736	32,736	32,736	32,736	32,736	32,782	392,878	393,387	99.9%	
Total O&M Cost	8,036,859	10,055,088	3,216,042	10,621,999	8,382,713	8,821,378	13,916,267	4,975,591	2,456,902	2,866,038	3,256,145	5,768,280	82,373,304	112,309,480	73.3%	
Debt Service	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,020	2,166,350	25,992,570	25,992,239	100.0%	
Revenues	7,885,997	11,628,566	2,044,088	9,914,012	8,322,394	8,942,838	14,818,020	3,824,413	725,328	188,463	301,808	4,233,107	72,829,034	126,179,301	57.7%	
ISO Energy Sales (estimated)	7,793,651	11,494,752	1,919,044	9,783,322	8,188,300	8,828,351	14,686,478	3,700,889	618,969	99,679	213,705	4,233,107	71,560,247	123,918,636	57.7%	
Other Income	92,346	133,814	125,044	130,690	134,094	114,487	131,542	123,524	106,359	88,784	88,103	0	1,268,787	2,260,665		
Net	(\$2,316,882)	(\$592,542)	(\$3,337,974)	(\$2,874,007)	(\$2,226,339)	(\$2,044,560)	(\$1,264,267)	(\$3,317,198)	(\$3,897,594)	(\$4,843,595)	(\$5,120,357)	(\$3,701,523)	(\$35,536,840)	(\$12,122,418)	Above budget by 193.15%	



651 Commerce Drive  
Roseville, CA 95678

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

# LEC Treasurer's Report

AGENDA ITEM NO.: 8

---

**Date:** July 8, 2024  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended May 31, 2024

---

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

Cash - At month end cash totaled \$7,133,585.

Investments - The carrying value of the LEC's investment portfolio totaled \$40,387,075 at month end. The current market value of the portfolio totaled \$39,365,023.

The overall portfolio had a combined weighted average interest rate of 1.918% with a bond equivalent yield (yield to maturity) of 1.885%. Investments with a maturity greater than one year totaled \$17,734,000. During the month \$13,889,360 was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates - During the month, rates on 90 day T-Bills increased 1 basis point from 5.45% to 5.46% and rates on one year T-Bills increased 2 basis points from 5.18% to 5.20%.

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

## Environmental Analysis

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

Respectfully submitted,

*Monty Hanks*

MONTY HANKS  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

*Sandra Ainsworth*

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**MAY 31, 2024**

### **TABLE OF CONTENTS**

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

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

	<b>CASH</b>	<b>INVESTMENTS</b>	<b>TOTAL</b>	<b>PERCENT</b>	<b>INVESTMENTS at MARKET</b>
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 7,133,585	\$ 15,635,675	\$ 22,769,260	47.91%	\$ 15,635,402
Debt Service Reserve	-	8,374,465	8,374,465	17.62%	7,999,050
O & M Reserve	-	16,292,403	16,292,403	34.28%	15,646,039
	<b>7,133,585</b>	<b>40,302,543</b>	<b>47,436,128</b>	<b>99.81%</b>	<b>39,280,491</b>
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	84,532	84,532	0.19%	84,532
Participant Deposit Account	-	-	-	-	-
	<b>\$ 7,133,585</b>	<b>\$ 40,387,075</b>	<b>\$ 47,520,660</b>	<b>100.00%</b>	<b>\$ 39,365,023</b>

**NOTE A -Investment amounts shown at book carrying value.**

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ 3,193,921	\$ -	\$ 16,358,000	\$ -	\$ (13,705,586)	\$ 1,286,587	\$ 7,132,922
Debt Service Reserve	-	-	3,213,921	(3,193,921)	(20,000)	-	-
O & M Reserve	-	31,520	65,722	-	(163,774)	66,532	-
	<u>3,193,921</u>	<u>31,520</u>	<u>19,637,643</u>	<u>(3,193,921)</u>	<u>(13,889,360)</u>	<u>1,353,119</u>	<u>7,132,922</u>
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	437	339,563	(340,000)	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 3,193,921</u>	<u>\$ 31,957</u>	<u>\$ 19,977,206</u>	<u>\$ (3,533,921)</u>	<u>\$ (13,889,360)</u>	<u>\$ 1,353,119</u>	<u>\$ 7,132,922</u>

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**  
**May 31, 2024**

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ 13,705,586	\$ (16,358,000)	\$ 75,211	\$ -	\$ -	\$ (2,577,203)
Debt Service Reserve	20,000	(3,213,921)	12,135	-	-	(3,181,786)
O & M Reserve	163,774	(65,722)	(453)	-	-	97,599
	<u>13,889,360</u>	<u>(19,637,643)</u>	<u>86,893</u>	<u>-</u>	<u>-</u>	<u>(5,661,390)</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	(339,563)	-	-	-	(339,563)
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 13,889,360</u>	<u>\$ (19,977,206)</u>	<u>\$ 86,893</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (6,000,953)</u>

**Less Non- Cash Activity**

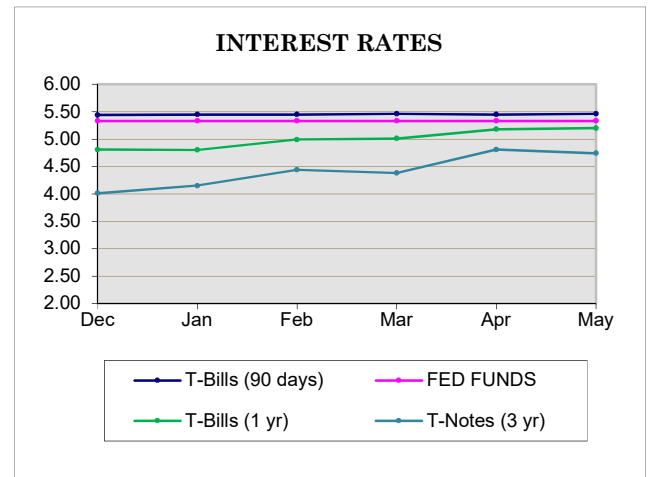
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>(86,893)</u>
Net Change in Investment –Before Non-Cash Activity	<u>\$ (6,087,846)</u>

**NOTE A -Investment amounts shown at book carrying value.**

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

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>1.918%</b>	<b>1.885%</b>
Debt Service Account	<b>0.649%</b>	<b>0.668%</b>
Debt Service Reserve	<b>2.427%</b>	<b>2.302%</b>
O & M Reserve	<b>2.854%</b>	<b>2.820%</b>
GHG Cash Account	<b>5.440%</b>	<b>5.440%</b>

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Funds (Overnight)	<b>5.33%</b>	<b>5.08%</b>
T-Bills (90da.)	<b>5.46%</b>	<b>5.37%</b>
Agency Disc (90da.)	<b>5.35%</b>	<b>5.19%</b>
T-Bills (1yr.)	<b>5.20%</b>	<b>5.15%</b>
Agency Disc (1yr.)	<b>5.01%</b>	<b>5.05%</b>
T-Notes (3yr.)	<b>4.74%</b>	<b>4.09%</b>



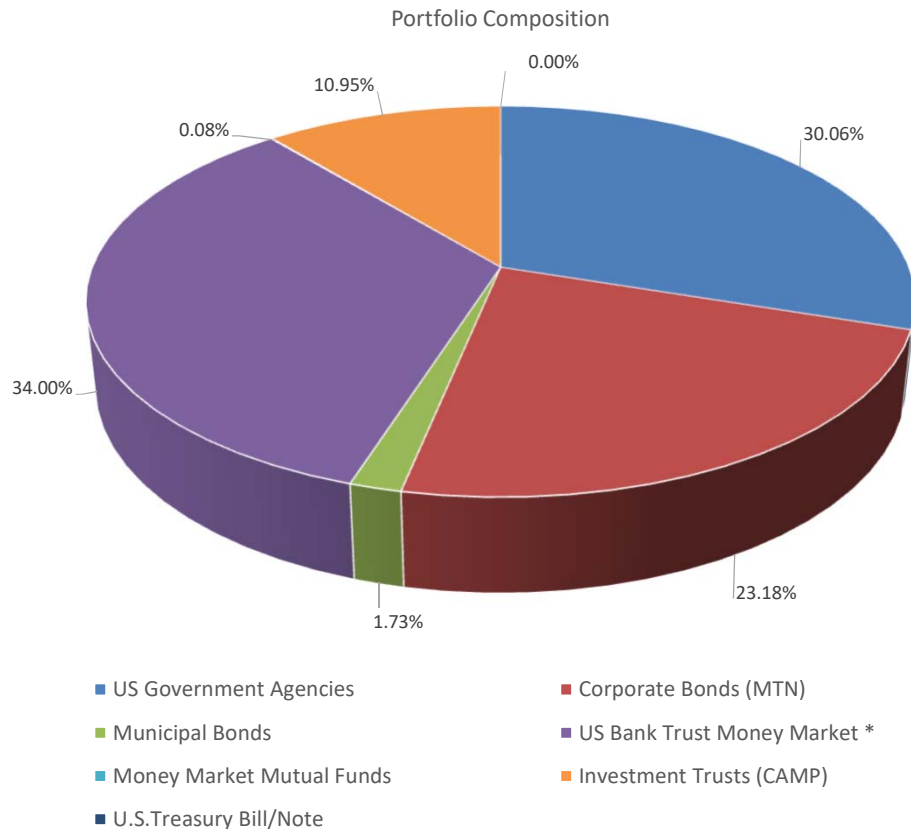


**Northern California Power Agency/Lodi Energy Center**  
**Total Portfolio**  
**Liquidity and Investment Maturities Analysis**  
**May 31, 2024**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 1,929	\$ -	\$ 2,070	\$ -	\$ -	\$ 8,141	\$ -	\$ 12,140	30.06%
Corporate Bonds (MTN)	-	-	-	465	-	8,893	-	9,358	23.18%
Municipal Bonds	-	-	-	-	-	700	-	700	1.73%
US Bank Trust Money Market *	13,728	-	-	-	-	-	-	13,728	34.00%
Money Market Mutual Funds	31	-	-	-	-	-	-	31	0.08%
Investment Trusts (CAMP)	4,421	-	-	-	-	-	-	4,421	10.95%
U.S.Treasury Bill/Note	-	-	-	-	-	-	-	-	0.00%
<b>Total Dollars</b>	<b>\$ 20,109</b>	<b>\$ -</b>	<b>\$ 2,070</b>	<b>\$ 465</b>	<b>\$ -</b>	<b>\$17,734</b>	<b>\$ -</b>	<b>\$ 40,378</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>49.80%</b>	<b>0.00%</b>	<b>5.13%</b>	<b>1.15%</b>	<b>0.00%</b>	<b>43.92%</b>	<b>0.00%</b>	<b>100.00%</b>	

Investments are shown at Face Value, in thousands.

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



# **NORTHERN CALIFORNIA POWER AGENCY**

## **Detail Report Of Investments**

### **APPENDIX**

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



## Northern California Power Agency

## Treasurer's Report

05/31/2024

## LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	5,988,527	0.010		5,988,527		1	0.010	5,988,527	SYS79004	79004	5,988,527
Federal Home Loan Ba	USBGC	468,000	5.195	02/26/2024	461,382	06/03/2024	2	5.342	467,799	313384XR5	27739	467,865
Fund Total and Average		\$ 6,456,527	0.386		\$ 6,449,909		1	0.396	\$ 6,456,326			\$ 6,456,392

## LEC Issue #2 2010B DS Fund

US Bank Trust	USB	7,718,704	0.010		7,718,704		1	0.010	7,718,704	SYS79012	79012	7,718,704
Federal Home Loan Ba	USBGC	774,000	5.194	02/26/2024	763,054	06/03/2024	2	5.342	773,667	313384XR5	27740	773,777
Fund Total and Average		\$ 8,492,704	0.482		\$ 8,481,758		1	0.496	\$ 8,492,371			\$ 8,492,481

## LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBGC	687,000	5.195	02/26/2024	677,284	06/03/2024	2	5.342	686,705	313384XR5	27741	686,802
Fund Total and Average		\$ 687,000	5.195		\$ 677,284		2	5.343	\$ 686,705			\$ 686,802
GRAND TOTALS:		\$ 15,636,231	0.649		\$ 15,608,951		1	0.668	\$ 15,635,402.			\$ 15,635,675

\*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 05/31/2024



## Northern California Power Agency

## Treasurer's Report

05/31/2024

## LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	20,672	0.010		20,672		1	0.010	20,672	SYS79005	79005	20,672
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	104	4.468	19,966	3130ATVD6	27586	20,022
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	639	0.840	4,124,330	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	741	0.799	138,480	3130AN4T4	27270	150,224
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	927	4.080	3,557,166	91282CJP7	27700	3,613,979
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,490	4.285	117,583	3130AWN63	27624	118,754
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,552	4.608	20,853	91282CHX2	27647	20,815
Fund Total and Average		\$ 8,350,672	2.427		\$ 8,378,608		777	2.302	\$ 7,999,050			\$ 8,374,466

## LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	0	0.010		0		1	0.010	0	SYS79006	79006	0
Fund Total and Average		\$ 0	***.***		\$ 0		****	****.***	\$ 0			\$ 0

## LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	0	0.010		0		1	0.010	0	SYS79013	79013	0
Fund Total and Average		\$ 0	***.***		\$ 0		****	****.***	\$ 0			\$ 0
GRAND TOTALS:		\$ 8,350,672	2.427		\$ 8,378,608		777	2.302	\$ 7,999,050.			\$ 8,374,466

\*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 05/31/2024

## Callable Dates:

Inv #  
27199      FFCB      Anytime



## Northern California Power Agency

## Treasurer's Report

05/31/2024

## LEC O &amp; 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	30,677	5.190		30,677		1	5.190	30,677	SYS70041	70041	30,677
California Asset Mgm	CMP	4,335,823	5.440	09/09/2022	4,335,823		1	5.440	4,335,823	SYS70075	70075	4,335,823
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70047	70047	0
Federal Farm Credit	USBGC	2,050,000	5.375	09/15/2023	2,053,075	09/13/2024	104	5.217	2,048,955	3133EPVU6	27640	2,050,876
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	183	1.776	460,243	14912L6G1	26952	468,270
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	395	0.609	333,099	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	395	0.609	142,598	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	423	0.579	949,990	3136G4D75	27047	1,000,232
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	443	0.600	947,190	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	485	0.530	706,335	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	485	0.530	631,730	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	617	0.699	465,310	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	698	1.200	457,255	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	775	1.050	918,020	57629WDE7	27250	1,003,096
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	816	1.250	89,905	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	835	1.227	457,900	14913R2Q9	27290	499,147
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	876	1.567	783,972	872898AA9	27335	853,561
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	891	1.490	471,493	74460DAG4	27310	515,118
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	891	1.475	974,113	74460DAG4	27341	1,064,612
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,095	3.654	178,668	088006KB6	27424	187,326
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,361	5.003	262,763	233851DF8	27609	263,664
Fund Total and Average		\$ 16,305,500	2.854		\$ 16,320,273		412	2.820	\$ 15,646,039			\$ 16,292,402
GRAND TOTALS:		\$ 16,305,500	2.854		\$ 16,320,273		412	2.820	\$ 15,646,039.			\$ 16,292,402

\*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 05/31/2024

## Callable Dates:

Inv #

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



Northern California Power Agency  
Treasurer's Report  
05/31/2024

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	84,532	5.440	09/13/2022	84,532		1	5.440	84,532	SYS70077	70077	84,532
Local Agency Investm		0	3.590	07/01/2023	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 84,532	5.440		\$ 84,532		1	5.440	\$ 84,532			\$ 84,532
GRAND TOTALS:		\$ 84,532	5.440		\$ 84,532		1	5.440	\$ 84,532.			\$ 84,532

\*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 05/31/2024



**Lodi Energy Center Project Participant Committee**

**LEC Financial Reports**

AGENDA ITEM NO.: 9

---

**Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

**Subject:** May 31, 2024 Financial Reports (Unaudited)

---



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

	May	
	2024	2023
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 84,532	\$ 165,220
Interest receivable	47,120	25,823
Inventory and supplies - at average cost	2,410,643	2,635,210
Prepaid insurance	666,611	844,809
Due from (to) Agency, net	9,118,932	6,382,559
<b>TOTAL CURRENT ASSETS</b>	<b>12,327,838</b>	<b>10,053,621</b>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	25,271,828	31,008,161
Investments	22,208,139	19,067,170
Interest receivable	84,687	111,575
<b>TOTAL RESTRICTED ASSETS</b>	<b>47,564,654</b>	<b>50,186,906</b>
<b>ELECTRIC PLANT</b>		
Electric plant in service	447,664,290	447,458,697
Less: accumulated depreciation	(151,961,173)	(137,207,059)
<b>TOTAL ELECTRIC PLANT</b>	<b>295,703,117</b>	<b>310,251,638</b>
<b>OTHER ASSETS</b>		
Regulatory assets	28,266,804	29,192,883
<b>TOTAL OTHER ASSETS</b>	<b>28,266,804</b>	<b>29,192,883</b>
<b>TOTAL ASSETS</b>	<b>383,862,413</b>	<b>399,685,048</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Unamortized excess cost on advance refunding of debt, net	202,948	546,901
Asset retirement obligations	203,731	196,881
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>406,679</b>	<b>743,782</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 384,269,092</b>	<b>\$ 400,428,830</b>

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

		May	
		2024	2023
<b>LIABILITIES &amp; NET POSITION</b>			
<b>CURRENT LIABILITIES</b>			
Accounts and retentions payable	\$	101,031	\$ 98,411
Operating reserves		20,684,518	16,771,199
Current portion of long-term debt		14,239,000	13,842,676
Accrued interest payable		6,193,148	9,372,671
<b>TOTAL CURRENT LIABILITIES</b>		<b>41,217,697</b>	<b>40,084,957</b>
<b>NON-CURRENT LIABILITIES</b>			
Operating reserves and other deposits		120,047	711,668
Asset retirement obligations		203,731	196,881
Long-term debt, net		301,709,764	315,948,765
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>302,033,542</b>	<b>316,857,314</b>
<b>TOTAL LIABILITIES</b>		<b>343,251,239</b>	<b>356,942,271</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Regulatory credits		36,583,040	37,974,914
<b>NET POSITION</b>			
Invested in capital assets, net of related debt		(11,110,861)	(6,109,771)
Restricted		16,704,639	13,798,605
Unrestricted		(1,158,965)	(2,177,189)
<b>TOTAL NET POSITION</b>		<b>4,434,813</b>	<b>5,511,645</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$</b>	<b>384,269,092</b>	<b>\$ 400,428,830</b>

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

		Eleven Months Ended May	
		2024	2023
<b>SALES FOR RESALE</b>			
Participants	\$	31,502,429	\$ 14,773,469
Other		66,763,400	166,704,755
<b>TOTAL SALES FOR RESALE</b>		<b>98,265,829</b>	<b>181,478,224</b>
<b>OPERATING EXPENSES</b>			
Operations		62,997,335	146,559,723
Depreciation & amortization		12,977,042	12,972,784
Purchased power		2,469,951	8,048,077
Maintenance		7,546,327	7,133,678
Administrative and general		5,944,999	5,138,226
Transmission		494,333	883,248
Intercompany (sales) purchases		360,100	324,903
<b>TOTAL OPERATING EXPENSES</b>		<b>92,790,087</b>	<b>181,060,639</b>
<b>NET OPERATING REVENUES</b>		<b>5,475,742</b>	<b>417,585</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(11,617,370)	(11,968,055)
Interest income		3,271,405	2,537,852
Other		4,476,693	8,023,803
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(3,869,272)</b>	<b>(1,406,400)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>(869,346)</b>	<b>(522,762)</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>(916,772)</b>	<b>80,601</b>
<b>INCREASE IN NET POSITION</b>		<b>(179,648)</b>	<b>(1,430,976)</b>
<b>NET POSITION</b>			
Beginning of year		4,614,461	6,942,621
	\$	4,434,813	\$ 5,511,645

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Variable Costs</b>					
Variable	\$ 4,837,398	\$ 3,643,851	\$ 1,193,547	25%	
Fuel & LDC Costs	71,517,913	38,389,906	33,128,007	46%	A
GHG Allowance Costs	13,984,733	14,489,698	(504,965)	0%	
CA ISO Charges	675,245	494,333	180,912	27%	
CA ISO Energy Purchases	688,425	2,469,951	(1,781,526)	0%	B
<b>Total Variable Costs</b>	<b>91,703,714</b>	<b>59,487,739</b>	<b>32,215,975</b>	<b>35%</b>	
<b>Routine O&amp;M Costs</b>					
Fixed O&M	3,350,082	3,789,878	(439,796)	0%	C
Administration	188,173	114,475	73,698	39%	
Mandatory Costs	374,870	691,873	(317,003)	0%	D
Routine O&M Costs without Labor	4,413,125	4,898,701	(485,576)	0%	
Labor	6,167,244	5,498,561	668,683	11%	
<b>Total Routine O&amp;M Cost</b>	<b>10,580,369</b>	<b>10,397,262</b>	<b>183,107</b>	<b>2%</b>	
<b>Other Plant Costs</b>					
Debt Service	25,992,239	23,826,218	2,166,021	8%	
Insurance	1,751,712	1,605,736	145,976	8%	
Other Costs	176,665	43,042	133,623	76%	
Generation Services Shared	393,387	360,100	33,287	8%	
Administrative & General (Allocated)	2,285,971	2,095,038	190,933	8%	
Power Management Allocated Costs	1,505,071	1,379,648	125,423	8%	
<b>Total Other Plant Costs</b>	<b>32,105,045</b>	<b>29,309,782</b>	<b>2,795,263</b>	<b>9%</b>	
<b>Total O&amp;M Costs</b>	<b>134,389,128</b>	<b>99,194,783</b>	<b>35,194,345</b>	<b>26%</b>	
<b>Projects</b>					
Operations & Maintenance	1,698,529	2,714,156	(1,015,627)	0%	E
Capital	45,000	-	45,000	100%	
Maintenance Reserve	2,169,063	1,988,308	180,755	8%	
<b>Total Projects</b>	<b>3,912,592</b>	<b>4,702,464</b>	<b>(789,872)</b>	<b>0%</b>	
<b>Annual Cost</b>	<b>138,301,720</b>	<b>103,897,247</b>	<b>34,404,473</b>	<b>25%</b>	
<b>Less: Third Party Revenue</b>					
Interest Income	250,000	1,221,541	(971,541)	0%	
ISO Energy Sales	123,918,636	65,941,049	57,977,587	47%	
Ancillary Services Sales	2,010,665	822,351	1,188,314	59%	
Other Income	-	947	(947)	0%	
	126,179,301	67,985,888	58,193,413	46%	
<b>Net Annual Cost to Participants (without GHG Transfer Credits)</b>	<b>12,122,419</b>	<b>35,911,359</b>	<b>(23,788,940)</b>		
GHG Allowance Credits	13,611,634	14,193,538	(581,904)	0%	
<b>Net Annual Cost to Participants (with GHG Transfer Credits)</b>	<b>\$ (1,489,215)</b>	<b>\$ 21,717,821</b>	<b>\$ (23,207,036)</b>	<b>1558%</b>	
<b>Total Variable Costs</b>	<b>91,703,714</b>	<b>59,487,739</b>	<b>32,215,975</b>		
<b>Total Fixed Costs</b>	<b>46,598,006</b>	<b>44,409,508</b>	<b>2,188,498</b>		
	<b>\$ 138,301,720</b>	<b>\$ 103,897,247</b>	<b>\$ 34,404,473</b>		
<b>Net Cumulative Generation (MWh)</b>	<b>1,626,895</b>	<b>918,094</b>			
<b>Total O&amp;M Cost Per MWh</b>	<b>\$ 82.60</b>	<b>\$ 108.04</b>			
<b>Net Annual Cost Per MWh</b>	<b>\$ (0.92)</b>	<b>\$ 23.66</b>			
<b>Net Annual Cost Per KW Month</b>	<b>\$ (0.41)</b>	<b>\$ 5.99</b>			

**Footnotes:**

**General** - The plant ran 5 out of 31 days during the month due to economics.

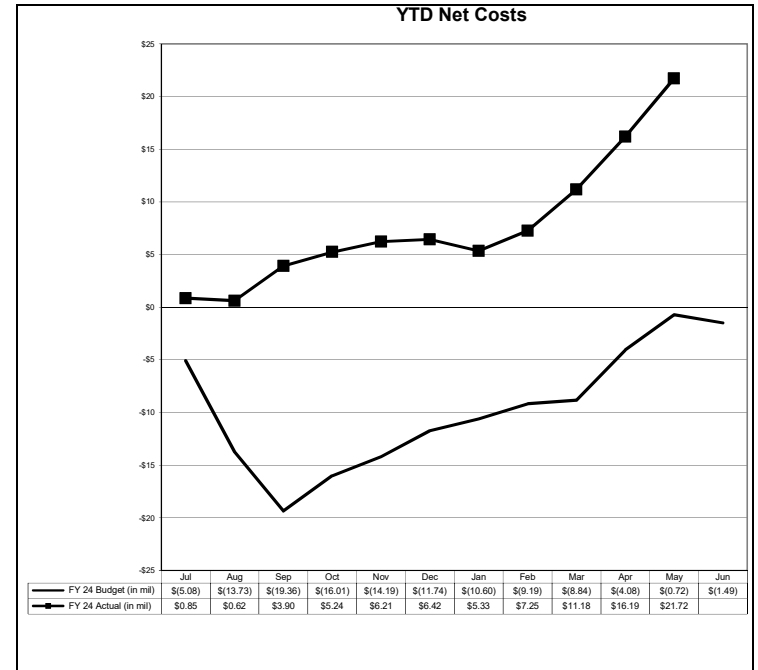
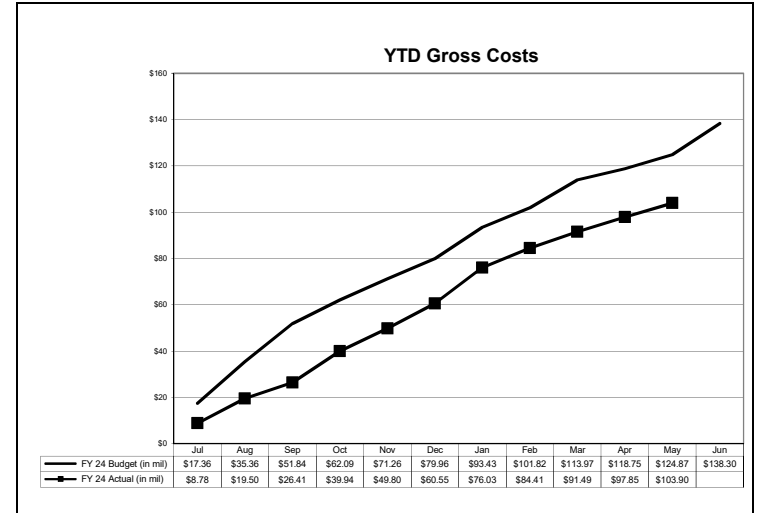
**A** - Higher GHG obligation costs due to increasing obligation costs per metric ton.

**B** - Higher CAISO costs due to higher prices for settlement charges during the year.

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

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

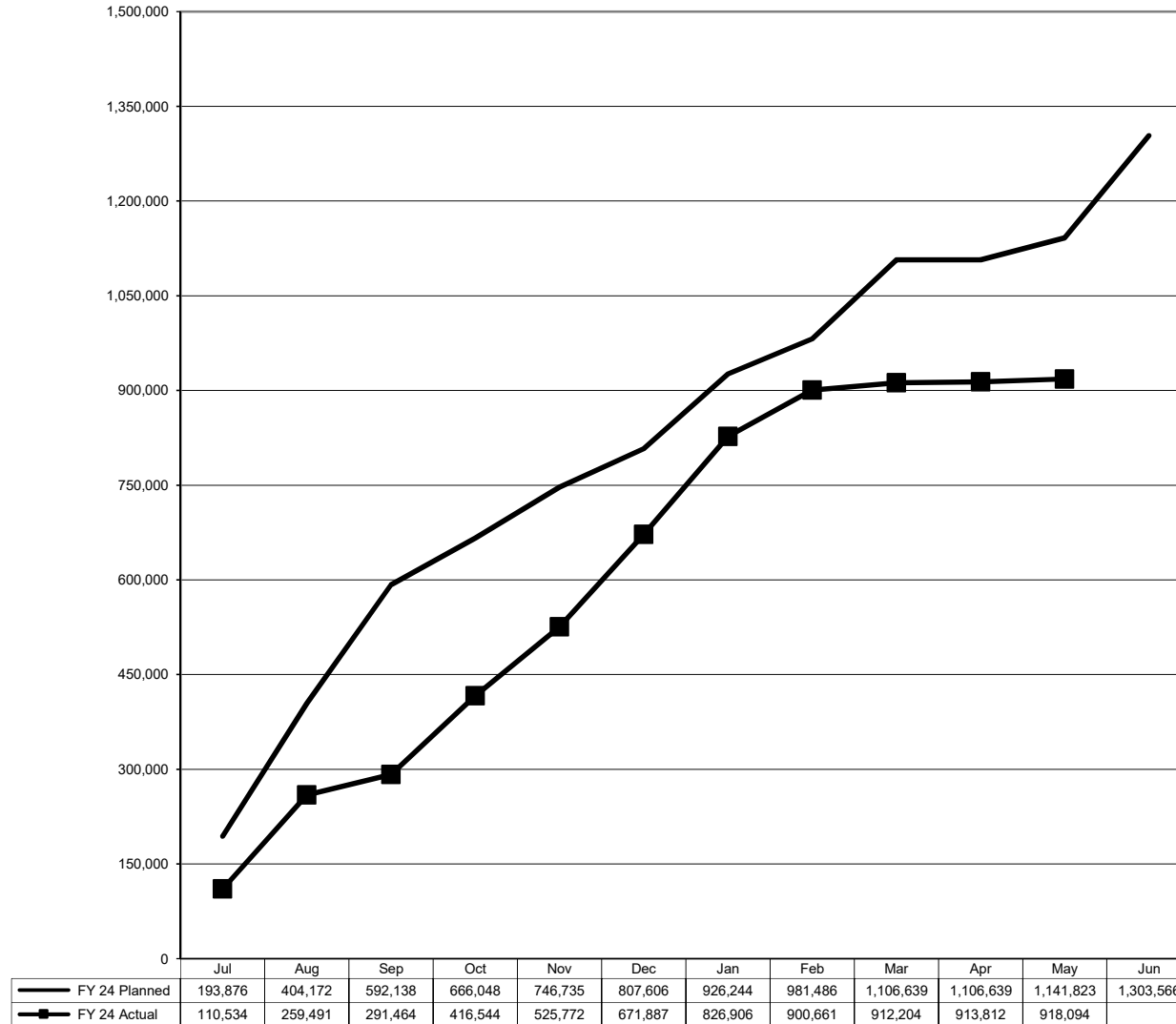
**E** - Higher than expected costs for materials and supplies for the annual outage.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2024

In MWh

## Lodi Energy Center





## **Lodi Energy Center Project Participant Committee**

### **LEC GHG Reports**

AGENDA ITEM NO.: 10

---

**Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

**Subject:** GHG Reports (excerpted from monthly ARB)

---

[illegible]

	CY 2024 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual					Estimated							CY 2024	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	155,019	73,755	11,543	1,608	4,282	0	36,559	52,904	59,852	20,438	16,227	89,736	521,923	12,857,720
Gas Schedule (MMBtu)	1,076,706	519,176	82,361	20,954	33,351	0	283,699	410,538	464,455	158,596	125,923	696,352	3,872,111	92,505,894
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	58,104	28,017	4,445	1,131	1,800	0	15,310	22,155	25,064	8,559	6,795	37,579	208,959	5,000,133
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	1,326,057	1,354,074	1,358,519	1,359,650	1,361,450	1,361,450	1,376,760	1,398,915	1,423,979	1,432,538	1,439,333	1,476,912	1,476,912	1,476,912
Compliance Instrument Participant Transfers														
Carryover Allowances	10,000	0	0	0	0	0	0	0	0	0	0	0	10,000	109,263
Auction Allowances	939	294	0	0	0	0	0	0	0	0	0	0	1,233	5,103,753
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	10,939	294	0	0	0	0	0	0	0	0	0	0	11,233	5,213,016
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,517,755
Total Monthly Activity (MT)	10,939	294	0	0	0	0	0	0	0	0	0	0	11,233	5,259,338
Cumulative MT Account Balance (MTA)	1,741,967	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261	1,742,261
MTA Shortfall (MT)	(415,910)	(388,187)	(383,742)	(382,611)	(380,811)	(380,811)	(365,501)	(343,346)	(318,282)	(309,723)	(302,928)	(265,349)	(265,349)	(265,349)
Current Month CCA Balance (\$)	0	0	0	0	0	0	128,372	0	0	0	0	0	0	128,372
Monthly GHG Price	41.40	40.44	39.79	37.87	39.19	40.43	35.71	35.90	41.06	36.29	36.46	41.69		





## Lodi Energy Center Project Participant Committee

### Staff Report

AGENDA ITEM NO.: 11

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

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

---

#### Proposal

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

#### Background

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

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update designated Contact for City of Biggs. 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](mailto: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](mailto: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](mailto: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: [rtorres@azusaca.gov](mailto:rtorres@azusaca.gov)

### San Francisco Bay Area Rapid Transit District

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

### Modesto Irrigation District

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

### Plumas-Sierra Rural Electric Cooperative

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

### City of Biggs

City of Biggs

Attn: ~~Mark Sorensen~~ Josh Cook, City Administrator

465 "C" Street

P.O. Box 307

Biggs, California 95917-0307

Telephone: (530) 868-~~5493~~0100

Facsimile: (530) 868-5239

Email: ~~jcook@biggs-ca.gov~~biggs1@biggs-ca.gov

### City of Gridley

City of Gridley

Attn: Jake Carter, Electric Utility Director

685 Kentucky Street

Gridley, California 95948-2117

Telephone: (530) 846-3631

Facsimile: (530) 846-3229

Email: [jcarter@gridley.ca.us](mailto:jcarter@gridley.ca.us)

### City of Healdsburg

City of Healdsburg

Attn: Terry Crowley, Electric Utility Director

401 Grove Street

Healdsburg, California 95448

Telephone: (707) 431-3340

Facsimile: (707) 431-2710

Email: [tcrowley@ci.healdsburg.ca.us](mailto:tcrowley@ci.healdsburg.ca.us)

### City of Lodi

City of Lodi

Attn: Melissa Price, Rates & Resources Manager

1331 S. Ham Lane

Lodi, California 95242

Telephone: (209) 333-6811 or (209) 639-1543

Facsimile: (209) 333-6839

Email: [mprice@lodi.gov](mailto:mprice@lodi.gov)

### City of Lompoc

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

### Silicon Valley Power

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

### City of Ukiah

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

### Power and Water Resources Pooling Authority

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



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 12

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Hatton Crane & Rigging, 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 Hatton Crane & Rigging, Inc. for crane related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Various crane related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with American Crane Rental, Maxim Crane, OST Trucks & Cranes, Summit Crane and Titan Crane & Rigging.

### 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 Hatton Crane & Rigging, Inc.



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
HATTON CRANE & RIGGING, 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 Hatton Crane & Rigging, Inc., a corporation with its office located at 3643 Depot Road, Hayward, CA 94545 ("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** 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](mailto: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 Riggers Liability Insurance.** If the Services involves moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.
- 4.5 Pollution Insurance.** Not Applicable.
- 4.6 All Policies Requirements.**
- 4.6.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.6.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.6.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.6.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.6.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are

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

## **Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

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

Hatton Crane & Rigging, Inc.  
Attention: Jessica Hebert  
3643 Depot Road  
Hayward, CA 94545

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

HATTON CRANE & RIGGING, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**GARY HATTON,**  
President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

Hatton Crane & Rigging, Inc. ("Contractor") shall provide crane services, including cranes and operators, 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:

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

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:



January 1, 2024 - December 31, 2024

DISCOUNTED - OPERATED AND MAINTAINED HYDRAULIC TRUCK CRANES -DISCOUNTED				
Size	Boom / Jib	CTWT (lbs)	Rate	Minimum Hour   Crew
18 Ton BT	82'	N/A	\$215.00	4   1
30 Ton BT	112'	N/A	\$230.00	4   1
40 Ton BT	127	N/A	\$245.00	4   1
60 Ton BT	128' + 26' / 45'	N/A	\$266.00	4   1
60 Ton	110' + 28.5' / 51'	N/A	\$290.00	4   1
75 Ton	115' + 36.5' / 61'	13,000	\$310.00	4   1
80 Ton	127' + 38' / 64'	13,000	\$315.00	4   1
90 Ton RT	140' + 32' / 58'	28,800	\$285.00	8   1
100 Ton	140' + 32' / 58'	8,500	\$320.00	4   1
100 Ton	140' + 32' / 58'	39,500	\$435.00	8   2
110 Ton	142' + 32' / 56'	9,000	\$320.00	4   1
110 Ton	142' + 32' / 56'	48,500	\$437.00	8   2
110 Ton RT	164' + 34' / 62'	30,900	\$285.00	8   1
120 Ton	164' + 35' / 58'	6,000	\$340.00	4   1
120 Ton	164' + 35' / 58'	49,100	\$460.00	8   2
150 Ton	197' + 23' / 46' / 72'	up to 48,000	\$532.00	8   2
160 Ton RT	195' + 31' / 55'	59,000	\$510.00	8   2
175 Ton	197' + 23' / 46' / 72'	up to 92,000	\$585.00	8   2
200 Ton	197' + 23' / 46' / 72'	up to 119,000	\$608.00	8   2
265 Ton	197' + 23' / 46' / 72'	up to 163,000	\$637.00	8   2
275 Ton	246' + 12 + / 38' / 66'	up to 158,700	\$650.00	8   2
300 Ton	197' + 8.2'	up to 165,300	\$700.00	8   2
350 Ton	197' + 8.2' + 259'	up to 165,300	\$800.00	8   2
400 Ton	197' + 8.2' + 259'	up to 209,400	\$900.00	8   2
450 Ton MW & LUFF	197' + 8.2' + 259'	up to 297,000	\$950.00	8   2
Work performed over (8) hours and / or before 5 AM or on Saturday (Over Time) Additional cost				\$ 65.00 / HR.
				\$ 130.00 / HR.
Work performed over (10) hours and / or before 5 AM or on Sunday (Double Time) Additional cost				\$ 130.00 / HR.
				\$ 260.00 / HR.
ADDITIONAL LABOR & EQUIPMENT				
Labor		Qualifications	Rate Per Hour	Minimum
Rigger / Signalman / CCO Operator		Certified	\$170.00	8 Hr.
Rigger Foreman		Certified	\$205.00	8 Hr.
Lift Director		Certified	\$230.00	8 Hr.
Trucking units / equipment with crane work (Does not include Over Size & Weight Units or Permits)			\$180.00	4 Hr.
Spreader bar, Concrete Hopper, Debris Box, Certified Man Basket, Pallet Forks & Misc. Accessories			\$300.00	Per Day + Delivery

PROVISIONS & FEES
<p>*All labor and equipment charges will be subject and invoiced to the terms of our current union labor agreements.</p> <p>*If job is cancelled less than 24 hour in advance of the scheduled start time 50% of the Lump Sum will be charged.</p> <p>*Crane and labor minimum charges are 4, 6 &amp; 8 hour minimums portal to portal.</p> <p>Receive &amp; Store units / materials \$2.50 per sq ft per month (1 month minimum)</p> <p>Lift Plans: Basic \$250.00   Intermediate \$1,500.00   Advanced \$2,500.00</p> <p>*12% Fuel &amp; Insurance Surcharge will be billed on all jobs.</p> <p>4% on Credit Card Fee   Transportation Permit \$100.00   FAA Permits \$200.00   OCIP / Certified Payroll \$500.00   Pay App \$250.00</p>

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 by no more than 4% over the previous year. 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

Hatton Crane & Rigging, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 13

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

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

---

### Proposal

Approve the Multi-Task Professional Services Agreement with Worley Group, Inc. for project support related consulting 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

Various project support related consulting 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 HDR Engineering, Power Engineers and Thermal Engineering.

### 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 Professional Agreement with Worley Group, Inc.





## **MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEY GROUP, 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 Worley Group, Inc., a Delaware corporation] with its office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2024 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein. Consultant, at no cost to Agency, shall reperform any Requested Services which were not performed in conformity with the standard of care specified in this Section, provided that Agency gives written notice to Consultant of such non-conformity within one (1) year after completion of the applicable Purchase Order under which the Requested Services were performed and Consultant's responsibility or liability for the repair or replacement of materials, equipment or facilities or the costs associated with such repair or replacement in no event shall exceed a total cumulative amount of one million dollars (\$1,000,000.00).
- 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 to perform the Requested Services.

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto: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 applicable to a provider of services, including employment taxes, that are incurred under this Agreement. Agency is solely responsible for the payment of federal, state and local sales taxes applicable to a purchaser of services that are 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 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 commercial 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 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 of one million dollars (\$1,000,000) per claim 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 to the extent of the indemnities assumed by Consultant under the Agreement, 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 Not Used**

**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, adding the specific Agency member, SCPPA or Agency member for which the Services are to be performed as an additional insured to the extent of the indemnities assumed by Consultant under the Agreement.

**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.

Consultant can cancel this Agreement if Agency fails to pay undisputed amounts for 60 days after Agency receipt of invoice and Consultants provides notice to Agency and 10 business days to cure any failure to pay undisputed invoices.

- 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:

Worley Group, Inc.  
Attention: Jeremy George  
2330 East Bidwell Street, Suite 150  
Folsom, CA 95630

With a copy to:

Tim Evered  
General Counsel – North America East

Worley Group Inc.  
5995 Rogerdale Road  
Houston, TX 77072

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.

**10.16 Consequential Damages.** Neither Consultant nor Agency shall be liable to the other for any punitive or exemplary damages or any indirect or consequential damages -including, but not limited to, damages based on loss of use, loss of generation or loss of generation profit.

**10.17 Limitation of Liability.** Excepting personal injury or property damage to third parties, where Agency employees are considered third parties, notwithstanding any other provision in this Agreement, in no event shall the total cumulative liability of Consultant for all Liabilities arising out of this Agreement and the Services hereunder, regardless of how the same may be caused, whether such Liabilities are based in contract, tort (including negligence), warranty, indemnity, strict liability or any other legal theory, exceed four million dollars (\$4,000,000).

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

NORTHERN CALIFORNIA POWER AGENCY

WORLEY GROUP, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**ROBERT MARTIN,**  
Vice President, Power & New Energy

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Worley Group, Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), NCPA Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount as set forth in Section 2 of the Agreement. The hourly rates are provided in the table below.

NCPA Billing Classifications, Hourly Rates* and Expenses			
Classification	POSITION TITLE	2024 HOURLY RATES	
		Straight Time	Overtime
3A	Senior Project Manager / Engineering Manager	\$216.23	\$216.23
3B	Senior Supervising Engineer / Project Manager	\$193.14	\$193.14
4A	Supervising Engineer / Technical Consultant	\$172.53	\$172.53
4B	Principal Engineer / Project Engineer	\$158.00	\$158.00
5A	Sr. Engineer	\$139.82	\$139.82
5B	Engineer II	\$128.54	\$128.54
5C	Engineer I	\$116.27	\$116.27
4B	Principal Designer	\$161.03	\$196.42
5A	Sr. Designer	\$135.20	\$164.91
5D	Designer II	\$121.70	\$148.45
6A	Sr. CAD Technician	\$105.32	\$128.47
6B	CAD Technician	\$93.83	\$114.45
4B	Senior Project Control	\$139.83	\$139.83
5A	Project Control	\$116.27	\$116.27
5C	Principal Document Controller	\$97.82	\$119.32
5A	Procurement	\$139.83	\$139.83

\*Labor rates are valid through December 31, 2024.

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 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

Worley Group, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 14

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Farwest Insulation Contracting – 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 Farwest Insulation Contracting for insulation, electrical tracing and protective coating related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Various insulation, electrical tracing and protective coating related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases. NCPA has agreements in place for similar services with American Insulation & Scaffolding, APCCO, Bayside Insulation & Construction and Sunshine Metal Clad.

### 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 \$3,500,000 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 Farwest Insulation Contracting



## **MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FARWEST INSULATION CONTRACTING**

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 Farwest Insulation Contracting, a corporation, with its office located at 1220 S. Sherman Street, Anaheim, CA 92805 ("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** THREE MILLION FIVE HUNDRED THOUSAND dollars (\$3,500,000.00) 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](mailto: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:

Farwest Insulation Contracting  
Attention: Rory McDonnell  
672 Enterprise Court  
Livermore, CA 94550

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

FARWEST INSULATION CONTRACTING

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**ERIC B. SARMENTO,**  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

Farwest Insulation Contracting ("Contractor") shall provide insulation, electrical tracing and protective coatings 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:

- Insulation
- Electrical Tracing
- Protective Coatings

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:

#### Insulation & Lagging Rates:

Classification	Straight Time	Over Time	Double Time
General Foreman	\$ 153.66	\$ 214.36	\$ 275.05
Forman	\$ 150.22	\$ 209.20	\$ 268.17
Mechanic	\$ 143.34	\$ 198.87	\$ 254.41
Apprentice 5th Year	\$ 128.81	\$ 177.64	\$ 228.61
Apprentice 4th Year	\$ 117.56	\$ 160.76	\$ 206.11
Apprentice 3rd Year	\$ 100.67	\$ 136.50	\$ 172.32
Apprentice 2nd year	\$ 79.94	\$ 108.66	\$ 137.38
Apprentice 1st Year	\$ 57.88	\$ 80.01	\$ 102.14

Site Support	Hourly Rate
Project Manager	\$ 120.00
Superintendent	\$ 110.00
Field Engineer	\$ 90.00
Clerk	\$ 75.00

Daily travel expense is \$16.00 per day per employee

Coating & Finish Rates:

Classification	Straight Time	Over Time	Double Time
Superintendent	\$ 145.04	\$ 199.56	\$ 254.08
Forman	\$ 139.88	\$ 191.82	\$ 243.76
Journey person	\$ 133.00	\$ 181.50	\$ 229.99
Apprentice 10	\$ 127.19	\$ 173.26	\$ 219.33
Apprentice 9	\$ 121.37	\$ 165.02	\$ 208.67
Apprentice 8	\$ 115.56	\$ 156.78	\$ 198.00
Apprentice 7	\$ 109.75	\$ 148.54	\$ 187.34
Apprentice 6	\$ 103.95	\$ 140.33	\$ 176.71
Apprentice 5	\$ 98.13	\$ 132.08	\$ 166.03
Apprentice 4	\$ 92.31	\$ 123.84	\$ 155.36
Apprentice 3	\$ 86.50	\$ 115.60	\$ 144.70
Apprentice 2	\$ 80.69	\$ 107.36	\$ 134.04
Apprentice 1	\$ 74.87	\$ 99.12	\$ 123.37
Apprentice 0	\$ 51.41	\$ 68.75	\$ 86.08

Site Support	Hourly Rate
Project Manager	\$ 120.00
Superintendent	\$ 110.00
Field Engineer	\$ 90.00
Clerk	\$ 75.00

Travel: Dailey travel expense is calculated by painters who jobsite report more than fifty (50) miles from the point of, shall receive their Taxable Net Wage Rate for all time spent traveling beyond fifty (50) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than fifty (50) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the fifty (50) miles.

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

Farwest Insulation Contracting

(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.: 15

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

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

---

### Proposal

Approve the Third Amendment to the Multi-Task General Services Agreement with EverLine Compliance CA, LLC for pipeline operations maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to FR Integrity, LLC dba EverLine Compliance, LLC, with the not to exceed amount to remain unchanged at \$1,000,000, for continued use at any facilities owned and/or operated by NCPA.

### Background

Pipeline operations 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 entered into a five year Multi-Task General Services Agreement with Energy Project Solutions, LLC effective June 1, 2020, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Effective April 18, 2022, NCPA and Energy Project Solutions entered into a First Amendment, accepting assignment of the agreement to EverLine Compliance CA, LLC.

Effective July 25, 2023, NCPA and EverLine Compliance CA, LLC entered into a Second Amendment, removing reference to Agency Members, SCPPA and SCPPA Members and modify Exhibit A to include control room services.

Effective February 29, 2024, EverLine Compliance CA, LLC was fully merged with its parent company FR Integrity, LLC dba EverLine Compliance, LLC. The Parties now desire to amend the agreement to reflect this change. NCPA does not have other agreements for similar services at this time.

### 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 will be not to exceed \$1,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli  
Assistant General Manager  
Generation Services

Attachments: (4)

- Multi-Task General Services Agreement with Energy Project Solutions, LLC
- First Amendment to Multi-Task General Services Agreement with Energy Project Solutions, LLC Accepting Assignment to EverLine Compliance CA, LLC
- Second Amendment to Multi-Task General Services Agreement with EverLine Compliance CA, LLC
- Third Amendment to Multi-Task General Services Agreement with EverLine Compliance CA, LLC Accepting Assignment to FR Integrity, LLC dba EverLine Compliance, LLC



## SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVERLINE COMPLIANCE CA, LLC

This Second Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EverLine Compliance CA, LLC ("Contractor") (collectively referred to as "the Parties") as of

July 25, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 1, 2020, (the "Agreement") for Contractor to provide pipeline maintenance program services for the Agency, Agency Members, the Southern California Public Power Authority (SCCPA) or SCCPA Members; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on April 18, 2022 to assign the agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC to effectuate its name change; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add additional required regulatory control room services; and

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

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

NOW, THEREFORE, the Parties agree as follows:

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON NEXT PAGE

Date: 7/25/23

NORTHERN CALIFORNIA POWER AGENCY

  
\_\_\_\_\_  
**RANDY S. HOWARD,**  
**General Manager**

Attest:

  
\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

  
\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

Date: 6/26/23

EVERLINE COMPLIANCE CA, LLC

  
\_\_\_\_\_  
**LOUIS KRANNICH,**  
**President**

## EXHIBIT A

EverLine Compliance CA, 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, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

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

Specific CT1 Alameda are detailed on the following pages:

Identified Tasks, Frequency, & Task Assignments							
Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
Reporting							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
Corrosion Control							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons are expected for this pipeline.
Internal corrosion corrosive gas	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	EPS	



investigation - engineering review							
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
<b>Emergency Response</b>							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
<b>Damage Prevention</b>							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
<b>Damage Prevention - Public Awareness</b>							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public

							Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
<b>O&amp;M Activities</b>							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures.

							This is part of the O&M.
Annual review work performed by operator	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calenda r year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calenda r year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calenda r year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.745	DBTS	
Update maps & drawings	1x/calenda r year	NA	O&M	PHMS A	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calenda r year	NA	O&M	PHMS A	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calenda r year	15	O&M	PHMS A	192.707	DBTS	
Review response of operator to abnormal operations	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMS A	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMS A	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMS A	49 CFR 192.751	EPS	
<b>Drug and Alcohol</b>							
PHMSA annual drug report (DAMIS)	March 15/ year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calenda r year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calenda r year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calenda r year	NA	D&A	PHMS A	49 CFR 199	EPS	

Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMSA	49 CFR 199	EPS	
<b>Items Requiring Additional Costs - T&amp;M</b>							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMSA	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.
Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.

Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
<b>Operator Qualifications</b>							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
<b>Integrity Management</b>							
IMP procedures annual review	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.

IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMSA	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.
--	------------------	----	-----	-------	---------------------------	-----	---

(All references to "EPS" in table above is EverLine Compliance CA, LLC)

#### CT1 Alameda Control Room Services:

##### 1. Facility Description

- a. EverLine will provide control room services for NCPA's 1-mile Natural Gas pipeline.

##### 2. Project Management

- a. EverLine will assign a Project Manager to coordinate the integration with NCPA's assigned point of contact.
- b. Project Schedule: EverLine's Project Manager will prepare a schedule for submission to a designated NCPA representative. The schedule will detail the major technical milestones for the project and EverLine's major project activities.
- c. Project Updates: At periodic intervals, EverLine's Project Manager will prepare a status report for submission to a designated NCPA representative. The reports will detail project progress, possible conflicts or sighted delays, scheduling requirements, and information/services required from NCPA to ensure timely project progress.



### 3. SCADA Design and Configuration

- a. EverLine will use information provided by NCPA along with field notes as a guide to building out the SCADA application, network, and system environment. The SCADA application and network equipment shall reside inside EverLine's secured data center located in downtown Houston for primary and Las Vegas for backup. Both locations shall be real time synchronized for instantaneous fail-over.
- b. Design: EverLine will adhere to its existing SCADA Functional Technical Specification for SCADA design to incorporate NCPA's assets into EverLine's ClearSCADA application. EverLine will work closely with NCPA to define any requested format/layout/orientation preferences prior to commencing screen development.
- c. Alarm D&R: EverLine will complete an Alarm Determination and Rationalization and will maintain a Master Alarm Database
- d. Customer Access: EverLine will provide NCPA personnel with 24/7 read-only access to EverLine's ClearSCADA screens

### 4. Network Configuration

- a. EverLine will provide a secure SCADA network with a Dedicated DMZ for all field communication and remote user access.
- b. EverLine will establish a network connection between one or more locations within NCPA's local network, and EverLine's data center. These communication paths will be encrypted for a secure connection and replicated for EverLine's secondary data center.
- c. EverLine will provide all necessary hardware that sits inside the EverLine colocation. Hardware and associated configuration inside NCPA's environment is NCPA's responsibility and not included in this scope of work.

### 5. System Testing

- a. EverLine will be responsible for documenting the Point to Point (P2P) testing process from EverLine's facility in coordination with an NCPA field technician. EverLine's staff will perform troubleshooting of and correction to the SCADA system as required during P2P.

### 6. Control Room Services:

- a. 24/7 Monitoring and Control Services: EverLine will provide 24/7 remote monitoring and/or control of valves, pumps, meters, pressure transmitters, tanks, and other safety related devices to facilitate normal operating procedures and respond to abnormal and emergency conditions. EverLine will develop standard control room operating procedures in coordination with NCPA to define required actions during normal, abnormal, and emergency conditions, including interactions with NCPA's field personnel, NCPA's commercial personnel and third-party operators. EverLine will make 24/7 notifications to NCPA's operations personnel based on pre-determined safety limits, abnormal operating conditions, or emergency conditions.

- b. CRM Compliance Management: EverLine will adhere to all CRM compliance requirements including a CRM Plan, staffing, alarm management, management of change, training, testing, reporting, documentation, and audit support. EverLine will provide training, qualifications and drug and alcohol testing for all control room personnel performing covered tasks. EverLine will host and/or attend any regulatory audits associated with NCPA's control room operations.
- c. 24/7 SCADA and Network Maintenance and Support: EverLine will provide 24/7 network maintenance and support for EverLine's primary control center and backup control center including supporting infrastructure and the network connections from EverLine's control centers to NCPA's local network.
- d. Backup Control Center: EverLine's operations include a fully operational backup control room in San Antonio, TX that contains functionally equivalent components to the Primary Control Room and can perform all operational SCADA functions as backup to the Primary Control Center. EverLine will relocate and assume operations from this backup center in the event of a planned emergency (e.g. Hurricane).
- e. Operational Reporting: EverLine will provide NCPA with any compliance related documentation but will not provide any incremental operational reporting (hourly / daily meter reports, system balance) as part of this scope of work.



## 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 Pipeline Maintenance Program Specific Cost: \$7,900.00 / Month

CT1 Alameda Control Room Services Cost:

#### Set-Up Fee:

- a. EverLine will charge a one-time Set-Up Fee of \$16,220 for the initial installation, with 50% due upon signing of an agreement and the remainder due on the commencement date. The Set-Up Fee includes the following:
  - i. Develop and configure SCADA screens
  - ii. Integrate NCPA's assets into CRM Plan
  - iii. Integrate NCPA's control room operations procedures
  - iv. Integrate NCPA's alarm philosophy
  - v. Integrate call-out procedures (AOC/Emergency)
  - vi. Train EverLine's controllers on NCPA's systems
  - vii. Establish communications from control room to local network
  - viii. Complete point to point testing

#### Annual Service Fee

- a. EverLine will charge an Annual Service Fee of \$44,700 payable in equal monthly installments of \$3,725. EverLine will charge an escalation factor of 3% for each year after the first year of service. The Annual Service Fee includes the following:
  - i. Staff Qualified Controllers
  - ii. 24/7 monitor, control, and dispatch service
  - iii. AOC/Emergency notifications and documentation
  - iv. Daily coordination with field operations
  - v. Control room network system maintenance
  - vi. CRM daily shift turnover reporting
  - vii. CRM monthly alarm management reporting
  - viii. CRM training program
  - ix. CRM workload analysis studies
  - x. CRM communications plan testing
  - xi. CRM management of change reporting
  - xii. CRM records retention and audit support
  - xiii. CRM periodic point to point testing
  - xiv. CRM backup system testing
  - xv. CRM audit support
  - xvi. Dedicated DMZ

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

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



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND ENERGY PROJECT SOLUTIONS,  
LLC ACCEPTING ASSIGNMENT TO EVERLINE COMPLIANCE CA, LLC**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EverLine Compliance CA, LLC ("Contractor") (collectively referred to as "the Parties") as of April 18, 2022.

WHEREAS, the Agency and Energy Project Solutions, LLC entered into a Multi-Task General Services Agreement dated effective June 1, 2020, (the "Agreement") for Contractor to provide pipeline maintenance program services for the Agency, Agency Members, the Southern California Public Power Authority (SCCPA) or SCCPA Members; and

WHEREAS, effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC; and the Agency desires to agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Energy Project Solutions, LLC agree to the assignment of the Agreement to EverLine Compliance CA, LLC; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. The preamble to the Agreement is replaced in its entirety as follows:

"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 EverLine Compliance CA, LLC, a limited liability company, with its office located at 841 Mohawk

Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California."

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

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

3. Section 13.8 Notices is replaced in its entirety as follows:

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

EverLine Compliance CA, LLC  
Attn: Michael Finch  
4203 Montrose Blvd., Suite 670  
Houston, TX 77006

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

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include EverLine Compliance CA, LLC and shall be executed as set forth in the attached Exhibit C.
6. Agency hereby approves the name change of the Agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC, Contractor.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.



Date: 4/18/22

NORTHERN CALIFORNIA POWER AGENCY

  
\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

Date: 4/7/2022

EVERLINE COMPLIANCE CA, LLC

  
\_\_\_\_\_  
**LOUIS KRANNICH,  
President**

Date: 4/11/2022

ENERGY PROJECT SOLUTIONS, LLC

  
\_\_\_\_\_  
**MICHAEL FINCH,  
Director**

Attest:

  
\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

  
\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

EverLine Compliance CA, 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, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

Specific CT1 Alameda services to include, but not be limited to the following:

### Identified Tasks, Frequency, & Task Assignments

Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
<b>Reporting</b>							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
<b>Corrosion Control</b>							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons are expected for this pipeline.

Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
<b>Emergency Response</b>							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
<b>Damage Prevention</b>							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
<b>Damage Prevention - Public Awareness</b>							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public

							<b>Awareness (PAPA).</b>
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
<b>O&amp;M Activities</b>							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA



Annual review of pipeline specific O&M (PSOM)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calendar year	15	O&M	PHMSA	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMSA	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calendar year	15	O&M	PHMSA	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calendar year	4 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calendar year	7 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calendar year	7 1/2	O&M	PHMSA	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMSA	49 CFR 192.743	EPS	
Valve maintenance	1x/calendar year	15	O&M	PHMSA	49 CFR 192.745	DBTS	
Update maps & drawings	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calendar year	15	O&M	PHMSA	192.707	DBTS	
Review response of operator to abnormal operations	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMSA	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMSA	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMSA	49 CFR 192.751	EPS	
<b>Drug and Alcohol</b>							
PHMSA annual drug report (DAMIS)	March 15/year	NA	D&A	PHMSA	49 CFR 199	EPS	

Verification of Company (Contractor) Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMSA	49 CFR 199	EPS	
<b>Items Requiring Additional Costs - T&amp;M</b>							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMSA	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.
Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent

							PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversite as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
<b>Operator Qualifications</b>							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.

Integrity Management							
IMP procedures annual review	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

(All references to "EPS" in table above is EverLine Compliance CA, LLC)

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, Michael Finch

---

(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:

EverLine Compliance CA, 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 11th day of April, 20 22.

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





**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
ENERGY PROJECT SOLUTIONS, 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 Energy Project Solutions, LLC, a limited liability company, with its office located at 841 Mohawk Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of June 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto: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.** If Contractor performs Work for Agency members, SCPA and/or SCPA 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, SCPA and/or SCPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

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

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

## **Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

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

## **Section 6. STATUS OF CONTRACTOR.**

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or

become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

## **Section 7. LEGAL REQUIREMENTS.**

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



performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

## **Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

#### **9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

## **Section 10. PROJECT SITE.**

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



and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

## **Section 11. WARRANTY.**

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

### **Section 13. MISCELLANEOUS PROVISIONS.**

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

- 13.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Energy Project Solutions, LLC  
Attention: Michael Finch  
P.O. Box 20846  
Bakersfield, CA 93390

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

///

///

///

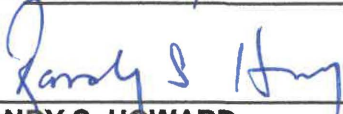
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

ENERGY PROJECT SOLUTIONS, LLC

Date 6/1/20

Date 5/11/2020



**RANDY S. HOWARD,**  
General Manager



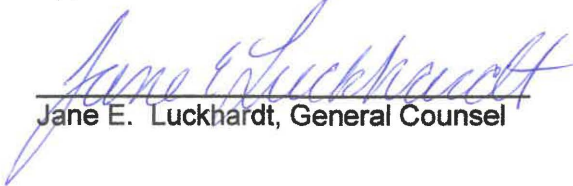
**MICHAEL FINCH,**  
Chief Operating Officer

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

Energy Project Solutions, 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, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

Specific CT1 Alameda services to include, but not be limited to the following:



Identified Tasks, Frequency, & Task Assignments							
Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
<b>Reporting</b>							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
<b>Corrosion Control</b>							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NCPA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons



							are expected for this pipeline.
Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
<b>Emergency Response</b>							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
<b>Damage Prevention</b>							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.

Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
<b>Damage Prevention - Public Awareness</b>							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS

							completes the evaluation and provide program enhancements.
<b>O&amp;M Activities</b>							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calend ar year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.745	DBTS	

Update maps & drawings	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.605(b)(3) )	EPS	
Update corrosion maps and records	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calend ar year	15	O&M	PHMS A	192.707	DBTS	
Review response of operator to abnormal operations	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(c)(4) )	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMS A	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMS A	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMS A	49 CFR 192.751	EPS	
<b>Drug and Alcohol</b>							
PHMSA annual drug report (DAMIS)	March 15/ year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMS A	49 CFR 199	EPS	
<b>Items Requiring Additional Costs - T&amp;M</b>							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMS A	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.

Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
<b>Operator Qualifications</b>							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMSA	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.

OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
<b>Integrity Management</b>							
IMP procedures annual review	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety							
--	--	--	--	--	--	--	--



## **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 Pipeline Maintenance Program specific Cost:      \$7,900.00 / Month

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

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



EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Finch, Chief Operating Officer

(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

Energy Project Solutions, 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 11 day of May, 20 20.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**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)



**THIRD AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND EVERLINE COMPLIANCE CA, LLC  
ACCEPTING ASSIGNMENT TO FR INTEGRITY, LLC DBA EVERLINE COMPLIANCE, LLC**

This Third Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and FR Integrity, LLC dba EverLine Compliance, LLC ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2024.

WHEREAS, the Agency and Energy Project Solutions, LLC entered into a Multi-Task General Services Agreement dated effective June 1, 2020, (the "Agreement") for Contractor to provide pipeline maintenance program services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, effective October 25, 2021, Energy Project Solutions, LLC changed its name to EverLine Compliance CA, LLC. The Parties entered into a First Amendment to the Multi-Task General Services Agreement dated effective April 18, 2022 to assign the agreement from Energy Project Solutions, LLC to EverLine Compliance CA, LLC to effectuate its name change; and

WHEREAS, the Parties entered into a Second Amendment to the Multi-Task General Services Agreement dated effective July 25, 2023 to remove reference to Agency Members, the Southern California Public Power Authority (SCPPA) and SCPPA Members and to modify Exhibit A to include control room services; and

WHEREAS, effective February 29, 2024, EverLine Compliance CA, LLC was fully merged with its parent company FR Integrity, LLC dba EverLine Compliance LLC, and the Parties now desire to amend the agreement to reflect this change; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and EverLine Compliance CA, LLC agree to the assignment of the Agreement to FR Integrity, LLC dba EverLine Compliance, LLC; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **As of the Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

"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 June 1, 2020 ("Effective Date") in Roseville, California."

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

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

3. Section 13.8 Notices is replaced in its entirety as follows:

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

FR Integrity, LLC dba EverLine Compliance, LLC  
Attn: 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 Luckhardt  
General Counsel  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include FR Integrity, LLC dba EverLine Compliance, LLC and shall be executed as set forth in the attached Exhibit C.
6. Agency hereby approves the name change of the Agreement from EverLine Compliance CA, LLC to FR Integrity, LLC dba EverLine Compliance, LLC, Contractor.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

\_\_\_\_\_  
**RANDY S. HOWARD**  
General Manager

Date: \_\_\_\_\_

FR INTEGRITY, LLC DBA  
EVERLINE COMPLIANCE, LLC

\_\_\_\_\_  
**TRENT ACKHURST,**  
VP Compliance & Integrity

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

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:

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

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

Specific CT1 Alameda are detailed on the following pages:

<b>Identified Tasks, Frequency, &amp; Task Assignments</b>							
<b>Task Description:</b>	<b>Frequenc y</b>	<b>Not to Excee d (mths)</b>	<b>Categor y</b>	<b>Agenc y</b>	<b>Primary Reference</b>	<b>Resourc e</b>	<b>Comment</b>
<b>Reporting</b>							
Pipeline Audit	AR	NA	O&M	PHMS A	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMS A	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMS A	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMS A	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMS A	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMS A	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMS A	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMS A	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
<b>Corrosion Control</b>							
External corrosion control cathodic protection (CP) system survey	1x/calenda r year	15	O&M	PHMS A	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMS A	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calenda r year	2 1/2	O&M	PHMS A	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calenda r year	NA	O&M	PHMS A	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons are expected for this pipeline.



Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMSA	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.453	EPS	
<b>Emergency Response</b>							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMSA	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMSA	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMSA	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
<b>Damage Prevention</b>							
Membership in a One Call	Ongoing	NA	O&M	PHMSA	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMSA	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.
Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
<b>Damage Prevention - Public Awareness</b>							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).

Third Amendment to Multi-Task General Services Agreement between  
Northern California Power Agency and EverLine Compliance CA, LLC  
Accepting Assignment to FR Integrity, LLC dba EverLine Compliance, LLC.

GS-VEN-2020-039

Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS completes the evaluation and provide program enhancements.
<b>O&amp;M Activities</b>							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA

Annual review of pipeline specific O&M (PSOM)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calendar year	15	O&M	PHMSA	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMSA	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calendar year	15	O&M	PHMSA	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calendar year	4 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calendar year	7 1/2	O&M	PHMSA	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calendar year	7 1/2	O&M	PHMSA	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calendar year	15	O&M	PHMSA	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMSA	49 CFR 192.743	EPS	
Valve maintenance	1x/calendar year	15	O&M	PHMSA	49 CFR 192.745	DBTS	
Update maps & drawings	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calendar year	15	O&M	PHMSA	192.707	DBTS	
Review response of operator to abnormal operations	1x/calendar year	15	O&M	PHMSA	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMSA	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMSA	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMSA	49 CFR 192.751	EPS	
<b>Drug and Alcohol</b>							
PHMSA annual drug report (DAMIS)	March 15/year	NA	D&A	PHMSA	49 CFR 199	EPS	

Verification of Company (Contractor) Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calendar year	NA	D&A	PHMSA	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMSA	49 CFR 199	EPS	
<b>Items Requiring Additional Costs - T&amp;M</b>							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMSA	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.
Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMSA	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMSA	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent

							PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
<b>Operator Qualifications</b>							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.
OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calendar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.

Integrity Management							
IMP procedures annual review	1x/calendar year	18	IMP	PHMSA	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety	1x/calendar year	18	IMP	PHMSA	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

(All references to "EPS" in table above is FR Integrity, LLC dba EverLine Compliance, LLC)

CT1 Alameda Control Room Services:

1. Facility Description

- a. EverLine will provide control room services for NCPA's 1-mile Natural Gas pipeline.

2. Project Management

- a. EverLine will assign a Project Manager to coordinate the integration with NCPA's assigned point of contact.
- b. Project Schedule: EverLine's Project Manager will prepare a schedule for submission to a designated NCPA representative. The schedule will detail the major technical milestones for the project and EverLine's major project activities.
- c. Project Updates: At periodic intervals, EverLine's Project Manager will prepare a status report for submission to a designated NCPA representative. The reports will detail project progress, possible conflicts or sighted delays, scheduling requirements, and information/services required from NCPA to ensure timely project progress.

### 3. SCADA Design and Configuration

- a. EverLine will use information provided by NCPA along with field notes as a guide to building out the SCADA application, network, and system environment. The SCADA application and network equipment shall reside inside EverLine's secured data center located in downtown Houston for primary and Las Vegas for backup. Both locations shall be real time synchronized for instantaneous fail-over.
- b. Design: EverLine will adhere to its existing SCADA Functional Technical Specification for SCADA design to incorporate NCPA's assets into EverLine's ClearSCADA application. EverLine will work closely with NCPA to define any requested format/layout/orientation preferences prior to commencing screen development.
- c. Alarm D&R: EverLine will complete an Alarm Determination and Rationalization and will maintain a Master Alarm Database
- d. Customer Access: EverLine will provide NCPA personnel with 24/7 read-only access to EverLine's ClearSCADA screens

### 4. Network Configuration

- a. EverLine will provide a secure SCADA network with a Dedicated DMZ for all field communication and remote user access.
- b. EverLine will establish a network connection between one or more locations within NCPA's local network, and EverLine's data center. These communication paths will be encrypted for a secure connection and replicated for EverLine's secondary data center.
- c. EverLine will provide all necessary hardware that sits inside the EverLine colocation. Hardware and associated configuration inside NCPA's environment is NCPA's responsibility and not included in this scope of work.

### 5. System Testing

- a. EverLine will be responsible for documenting the Point to Point (P2P) testing process from EverLine's facility in coordination with an NCPA field technician. EverLine's staff will perform troubleshooting of and correction to the SCADA system as required during P2P.

### 6. Control Room Services:

- a. 24/7 Monitoring and Control Services: EverLine will provide 24/7 remote monitoring and/or control of valves, pumps, meters, pressure transmitters, tanks, and other safety related devices to facilitate normal operating procedures and respond to abnormal and emergency conditions. EverLine will develop standard control room operating procedures in coordination with NCPA to define required actions during normal, abnormal, and emergency conditions, including interactions with NCPA's field personnel, NCPA's commercial personnel and third-party operators. EverLine will make 24/7 notifications to NCPA's operations personnel based on pre-determined safety limits, abnormal operating conditions, or emergency conditions.



- b. CRM Compliance Management: EverLine will adhere to all CRM compliance requirements including a CRM Plan, staffing, alarm management, management of change, training, testing, reporting, documentation, and audit support. EverLine will provide training, qualifications and drug and alcohol testing for all control room personnel performing covered tasks. EverLine will host and/or attend any regulatory audits associated with NCPA's control room operations.
- c. 24/7 SCADA and Network Maintenance and Support: EverLine will provide 24/7 network maintenance and support for EverLine's primary control center and backup control center including supporting infrastructure and the network connections from EverLine's control centers to NCPA's local network.
- d. Backup Control Center: EverLine's operations include a fully operational backup control room in San Antonio, TX that contains functionally equivalent components to the Primary Control Room and can perform all operational SCADA functions as backup to the Primary Control Center. EverLine will relocate and assume operations from this backup center in the event of a planned emergency (e.g. Hurricane).
- e. Operational Reporting: EverLine will provide NCPA with any compliance related documentation but will not provide any incremental operational reporting (hourly / daily meter reports, system balance) as part of this scope of work.

**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.



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 16

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Conco Services LLC – Five Year Multi-Task General Services Agreement;  
Applicable to the following projects: All NCPA Locations and Members,  
SCPPA, and SCPPA Members

---

### Proposal

Approve the Multi-Task General Services Agreement with Conco Services LLC for specialized cleaning and testing of industrial equipment 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 all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

### Background

Various specialized cleaning and testing of industrial equipment 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 Northern Industrial Construction, Ancon (Ancon Marine dba), Mistras Group, Inc., TEAM Industrial Services, Inc., and Southern Counties Lubricants.

### 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 Conco Services LLC



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
CONCO SERVICES 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 Conco Services LLC, a limited liability company with its office located at 530 Jones Street, Verona, PA 15147-1121 ("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) 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](mailto: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 like-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 General 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:

Paul Erickson  
Regional Account Manager  
Conco Services LLC  
530 Jones Street  
Verona, PA 15147

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

CONCO SERVICES LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**EDWARD SAXON, CEO**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF WORK

Conco Services LLC ("Contractor") shall provide specialized cleaning and testing of industrial equipment services, including labor and materials for outages and general maintenance work, as requested by Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Services include, but are not limited to the following:

#### Cleaning Services

- Pro Series & TruFit Tube Cleaning
- HydroDrill
- Excaliber
- FinTech ACC
- Shell Side Cleaning
- Laboratory Services

#### Testing Services

- Nondestructive Testing services
- Leak Detection Services
- Video Inspection
- Hydrostatic Pipe Testing Services

#### Pre-Commissioning Services

- Steam Blowing
- Air Blow Cleaning Services
- Oil Filtration Services
- Oil Reclamation Services
- Hydraulic System Decontamination
- Oil Flushing
- MHC & EHC Flushing
- Tank Cleaning

#### Maintenance Services

- Tube Plugging Services
- Retubing Services

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

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

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

The Contractor will ensure the labor rates meet California Prevailing Wage requirements for Sonoma County, or the county where Work is being performed. Periodic wage adjustments will be discussed between the Parties to ensure Labor Rates continue to meet California law throughout the duration of the contract.

The rates and total project cost will be outlined in the individual project proposals presented for review and approval under this Agreement.

Current Rates set forth on the following pages 20 – 42.

Aqua Drill International					
Craft Designation		Base Rate	Straight Time	Over Time	Holiday Time
Direct Labor Classifications					Per Diem
Project Manager	\$55.50	\$97.96	\$131.72	\$165.47	GSA Rate
Project Engineer	\$65.50	\$115.61	\$155.45	\$195.29	GSA Rate
Safety Manager	\$52.00	\$91.78	\$123.41	\$155.04	GSA Rate
Aqua Milling Operator	\$34.00	\$60.01	\$80.69	\$101.37	GSA Rate
Aqua Milling Technician	\$39.50	\$69.72	\$93.74	\$117.77	GSA Rate
Aqua Milling Supervisor	\$45.00	\$79.43	\$106.80	\$134.17	GSA Rate
Remote Video Inspection Supervisor	\$55.50	\$97.96	\$131.72	\$165.47	GSA Rate
Remote Video Inspection Operator	\$45.00	\$79.43	\$106.80	\$134.17	GSA Rate
Projects Time Keeper	\$31.50	\$55.60	\$74.76	\$93.92	GSA Rate
Projects Quality Assurance	\$45.00	\$79.43	\$106.80	\$134.17	GSA Rate
Projects Administrator	\$38.00	\$67.07	\$90.18	\$113.30	GSA Rate
<b>Notes:</b>					
Custom Engineering Design Quoted Separately					
Custom Engineered Design Fabrication and Material Quoted Separately					
Standard Minimum Crew consist of (1) Supervisor and (2) Aqua Milling Operators					
Additional Crew Members added based on the Work Scope: Size and Complexity					
Crew shall be defined in Project Specific ADI Proposals presented prior to Award of Work					
Holidays Include:					
New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Day After and Christmas Day					



Aqua Drill International	
Markup Descriptions	Markup %
Materials (Damaged Hoses, etc.)	5%
Third Party Rentals (Air Compressors, Frac Tanks, Berms etc)	10%
Subcontractors (Steam Blows, Chemical Cleaning etc)	12%
Delivered Diesel and Surcharges at Cost Plus	10%
Hotel	5%
AirFare	5%
Car Rental	5%
<b>Note:</b> Travel Expenses such as Hotel, Airfare and Car Rental only charged / permitted if stated in Buyer's Purchase Order.	
Crew Travel	Unit Rate
Heavy Equipment Transit (OTR) - Tractor Trailer with Containerized Pump	\$3.25 / mile
Standard Support Vehicle - Car / Truck / Van	IRS Rate
Crew Travel Rate - (1) Supervisor + (2) Operators	\$200/ hr
Travel Meal	\$50 / day
Accommodations	Cost + 5%

///

///

## Equipment Rate Sheet

### Pumps

Item Description	Fuel Consumption (GPH)	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Stand-by Billable Rate (\$/UOP)	Billing Item Code
HP Pump 200 HP - 10k - 25 GPM	5	Hour	\$ 165.33	\$ 140.53	HPP-01
HP Pump 300 HP - 10k - 43 GPM	10	Hour	\$ 175.33	\$ 149.03	HPP-02
HP Pump 450 HP - 10k - 68 GPM	12	Hour	\$ 185.33	\$ 157.53	HPP-03
HP Pump 600 HP - 10k - 86 GPM	17.5	Hour	\$ 225.33	\$ 191.53	HPP-04
HP Pump 1000 HP - 10k - 143 GPM	27.4	Hour	\$ 450.33	\$ 382.78	HPP-05
HP Pump 2150 HP - 8k - 400 GPM	58	Hour	\$ 950.33	\$ 807.78	HPP-06
HP Pump 200 HP - 20k - 13 GPM	8	Hour	\$ 130.50	\$ 110.93	HPP-07
HP Pump 300 HP - 20k - 23 GPM	12	Hour	\$ 175.50	\$ 149.18	HPP-08
HP Pump 450 HP - 20k - 34 GPM	15	Hour	\$ 225.33	\$ 191.53	HPP-09
HP Pump 600 HP - 20k - 43 GPM	17.5	Hour	\$ 235.00	\$ 199.75	HPP-10
HP Pump 1000 HP - 20k - 143 GPM	27.4	Hour	\$ 450.33	\$ 382.78	HPP-11
HP Pump 200 HP - 40k - 6 GPM	12	Hour	\$ 180.33	\$ 153.28	HPP-12
HP Pump 300 HP - 40k - 10 GPM	17.5	Hour	\$ 195.50	\$ 166.18	HPP-13
HP Pump 450 HP - 40k - 14 GPM	27.4	Hour	\$ 225.33	\$ 191.53	HPP-14
HP Pump 600 HP - 40k - 22 GPM	35.5	Hour	\$ 252.00	\$ 214.20	HPP-15
HP Pump 100 HP - 10k - 10 GPM	4	Hour	\$ 90.00	\$ 76.50	HPP-16
HP Pump 750 HP - 24k - 44 GPM	27.4	Hour	\$ 275.00	\$ 233.75	HPP-17
Pressure Washer - 3k - 3.5 GPM	3	Hour	\$ 148.50	\$ 126.23	PWP-01
Pressure Washer - 1k - 50 GPM	3	Hour	\$ 148.50	\$ 126.23	PWP-02
Hotsy Pressure washer - 3k - 3.5 GPM	3	Hour	\$ 157.50	\$ 133.88	PWP-03
All HP Pumps charged at 8 Hr / Shift Minimum Charge					

|

///

///

///

## Equipment Rate Sheet

### Cleaning Equipment and Video Inspection

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Auto Shotgun Stationary (bundle)	Hour	\$ 285.33	AQEX-01
Auto Shotgun Track Mount (bundle)	Hour	\$ 295.00	AQEX-02
Flex Lance Automated - 1 lance (bundle)	Hour	\$ 235.00	ATF-01
Flex Lance Automated - 2,3 lance (bundle)	Hour	\$ 255.33	ATF-02
Flex Lance Automated - 4,5 lance (bundle)	Hour	\$ 275.33	ATF-03
Stiff Lance Rotating Automated - 1 lance (bundle)	Hour	\$ 235.00	AQLAN-01
Stiff Lance Rotating Automated - 2,3 lance (bundle)	Hour	\$ 255.33	AQLAN-02
Stiff Lance Rotating Automated - 4,5 lance (bundle)	Hour	\$ 275.33	AQLAN-03
Stiff Lance Non-Rotating Automated - 1-3 lance (bundle)	Hour	\$ 235.33	AQLAN-04
Stiff Lance Non-Rotating Automated - 4,5 lance (bundle)	Hour	\$ 255.33	AQLAN-05
Low volume line mole rotating (bundle)	Hour	\$ 235.00	AMLV-01
High volume line mole rotating (bundle)	Hour	\$ 425.00	AMHV-01
High Pressure Line Mole Rotating (bundle)	Hour	\$ 285.00	AMHP-01
Boiler Tube Cleaning (BTC) (bundle)	Hour	\$ 235.00	BTC-01
Internal Bundle Cleaner (IBC)	Hour	\$ 295.00	IBC-01
Shell Side Cleaner or External Bundle Cleaner	Hour	\$ 235.00	SSROL-01
2D Nozzle Low Volume (bundle)	Hour	\$ 280.00	2DLV-01
2D nozzle High Volume (bundle)	Hour	\$ 280.00	2DHV-01
3D nozzle Low Volume (bundle)	Hour	\$ 280.00	3DLV-01
3D Nozzle High Volume (bundle)	Hour	\$ 280.00	3DHV-01
2D Shell cleaning device, centralizer	Hour	\$ 425.00	2DSHS-01
Borescope	Hour	\$ 157.50	RVI-05
Remote Video Inspection Equipment; Aqua Trax 100 Crawler; Magnetic; 600 FT	Hour	\$ 297.00	RVI-01
Remote Video Inspection Equipment; Aqua Trax 150 Crawler; Non-Magnetic; 600 FT	Hour	\$ 297.00	RVI-02
Remote Video Inspection Equipment; Aqua Jet Camera; Includes HP Pump; 4 Inch Pipe; 600 FT	Hour	\$ 382.50	RVI-03
Remote Video Inspection Equipment; PTZ Tank Camera System	Hour	\$ 225.00	RVI-04
Remote Video Inspection Equipment; Push Rod Camera; 400 FT	Hour	\$ 157.50	RVI-05
Remote Video Inspection Equipment; Push Rod Camera; Intrinsically Safe; 400 FT	Hour	\$ 225.00	RVI-06
Remote Video Inspection Equipment; Push Rod Camera; Pan and Tilt; 50 FT	Hour	\$ 157.50	RVI-07
Remote Video Inspection Equipment; Push Rod Camera; Mini; 50 FT	Hour	\$ 135.00	RVI-08
Remote Video Inspection Equipment; Video Scope; 4 mm; 8 mm; 10 M	Hour	\$ 180.00	RVI-09
Aerial Inspection Drone; Internal Inspection	Hour	\$ 225.00	RVI-10
Aerial Inspection Drone; External Inspection	Hour	\$ 225.00	RVI-11
Submersible ROV Inspection Camera	Hour	\$ 225.00	RVI-12
20 KPSI; Aqua Milling Pipe Cleaning Equipment; < 600 FT	Hour	\$ 235.00	AMLV-02
20 KPSI; XXL Aqua Milling Pipe Cleaning Equipment; < 600 FT	Hour	\$ 425.00	AMHV-02
40 KPSI; Aqua Milling Pipe Cleaning Equipment; < 200 FT	Hour	\$ 228.00	AMHP-02
All Video Inspection Equipment is charged at a 8 Hr / Shift Minimum Charge			
Computerized Cleaning Components (i.e.: Tube Mapping etc)		Cost + 30%	COMPUT-01

## Equipment Rate Sheet

### Cleaning Equipment Accessories

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code	Comments
Shotgun - 10,000 PSI	Hour	\$ 175.00	SG-01	
Shotgun - 20,000 PSI	Hour	\$ 235.00	SG-02	
Shotgun - 40,000 PSI	Hour	\$ 285.00	SG-03	
Hose - 10,000 PSI - 1/4" X 50 ft	Hour	\$ 5.50	AMHOSE-01	6 MM
Hose - 10,000 PSI - 3/8" X 50 ft	Hour	\$ 5.50	AMHOSE-02	8 MM
Hose - 10,000 PSI - 1/2" X 50 ft	Hour	\$ 5.50	AMHOSE-03	12 MM
Hose - 10,000 PSI - 3/4" X 50 ft	Hour	\$ 5.50	AMHOSE-04	20 MM
Hose - 10,000 PSI - 1" X 50 ft	Hour	\$ 5.50	AMHOSE-05	
Hose - 20,000 PSI - 1/4" X 50 ft	Hour	\$ 8.80	AMHOSE-06	6 MM
Hose - 20,000 PSI - 3/8" X 50 ft	Hour	\$ 8.80	AMHOSE-07	8 MM
Hose - 20,000 PSI - 1/2" X 50 ft	Hour	\$ 8.80	AMHOSE-08	12 MM
Hose - 20,000 PSI - 3/4" X 50 ft	Hour	\$ 8.80	AMHOSE-09	20 MM
Ultra High Pressure Hose - 36,000 PSI	Hour	\$ 18.90	AMHOSE-10	
Ultra High Pressure Hose - 40,000 PSI	Hour	\$ 18.90	AMHOSE-11	
Sewer Cleaning Nozzle	Hour	\$ 4.00	NOZ-01	
Spin Jet Cleaning Nozzle - 10,000 PSI	Hour	\$ 4.50	NOZ-02	
Spin Jet Cleaning Nozzle - 20,000 PSI	Hour	\$ 6.50	NOZ-03	
Spin Jet Cleaning Nozzle - 36,000 PSI	Hour	\$ 8.60	NOZ-04	
Spin Jet Cleaning Nozzle - 40,000 PSI	Hour	\$ 10.50	NOZ-05	
3/4" HP Feed Water Hose; 66 FT	Each	\$ 2,400.00	SPHOSE-01	
1/2" High Temp Metal Cover Work Hose;	Each	\$ 1,500.00	SPHOSE-02	
1/2" HP Thermoplastic Work Hose; 150 FT	Each	\$ 1,750.00	SPHOSE-03	
Specialized Thermoplastic Flex Lance	Each	\$ 2,750.00	SPHOSE-04	
Stiff Lances for Aqua Lancer; < 25 FT	Each	\$ 290.00	SSLAN-01	
Stiff Lances for Aqua Lancer; > 25 FT	Each	\$ 390.00	SSLAN-02	
SS Safety Protection Hoses; 30 FT	Each	\$ 1,200.00	SPHOSE-05	
Aqua Milling Nozzle Type III	Each	\$ 450.00	NOZ-06	
Coupling; Metric	Each	\$ 95.00	AC-01	
Packing Gland	Each	\$ 450.00	PG-01	
20 MM HP Hose; 150 FT	Each	\$ 3,483.90	REPLHOSE-01	
20 MM HP Hose; 50 FT	Each	\$ 1,892.20	REPLHOSE-03	
12 MM HP Hose; 150 FT	Each	\$ 1,430.37	REPLHOSE-04	
12 MM HP Hose; 100 FT	Each	\$ 1,003.91	REPLHOSE-05	
12 MM HP Hose; 50 FT	Each	\$ 575.90	REPLHOSE-06	
8 MM HP Hose; 150 FT	Each	\$ 811.00	REPLHOSE-07	
8 MM HP Hose; 100 FT	Each	\$ 591.00	REPLHOSE-08	
8 MM HP Hose; 50 FT	Each	\$ 371.00	REPLHOSE-09	
6 MM HP Hose; 150 FT	Each	\$ 678.85	REPLHOSE-10	
6 MM HP Hose; 100 FT	Each	\$ 476.65	REPLHOSE-11	
6 MM HP Hose; 50 FT	Each	\$ 275.55	REPLHOSE-12	
12 MM HP Redsnake Feed Hose; 150 FT	Each	\$ 895.71	REPLHOSE-13	
Safety Bypass Shutdown - Pneumatic	Hour	\$ 7.50	SAFBYPASS-01	
Remote Shutdown Button - < 300 FT.	Hour	\$ 12.50	SAFBUTTON-01	

Remote Shutdown Button will be charged for Each Job / Each Rig

Nozzles and or Jets will be charged for Each Job / (considered consumable)

All HB Rig Packs include 200'FT of Hose / Above pricing applies for additional Hose lengths if required

## Equipment Rate Sheet

### Vacuum Trucks

Item Description	Fuel Consumption (GPH)	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Vacuum Truck - Liquid - 70 BBL- Carbon Steel	7.5	Hour	\$ 70.00	VACTRK-01
Vacuum Truck - Liquid - 70 BBL- Stainless Steel	7.5	Hour	\$ 90.00	VACTRK-02
Vacuum Truck - Liquid - 70 BBL Lring	8.5	Hour	\$ 90.00	VACTRK-03
Vacuum Truck - Liquid - 130 BBL- Carbon Steel	4.5	Hour	\$ 90.00	VACTRK-04
Vacuum Truck - Liquid - 130 BBL- Stainless Steel	4.5	Hour	\$ 110.00	VACTRK-05
Vacuum Truck - Liquid - 130 BBL Lring	7.0	Hour	\$ 120.00	VACTRK-06
Vacuum Truck - Liquid Ring - 27" - Carbon Steel	12.5	Hour	\$ 90.00	VACTRK-07
Vacuum Truck - Liquid Ring - 27" - Stainless Steel	12.5	Hour	\$ 110.00	VACTRK-08
Vacuum Truck - Air - 15"-18"- Carbon Steel	10.0	Hour	\$ 80.00	VACTRK-09
Vacuum Truck - Air - 15"-18"- Stainless Steel	10.0	Hour	\$ 90.00	VACTRK-10
Vacuum Truck - Air - 27"- Carbon Steel	10.0	Hour	\$ 90.00	VACTRK-11
Vacuum Truck - Air - 27"- Stainless Steel	10.0	Hour	\$ 110.00	VACTRK-12
Vacuum Truck - Air - 27"- Cyclone	12.0	Hour	\$ 120.00	VACTRK-13
Kanaflex Vacuum Hose - 6"		Section-Hour	\$ 11.00	FLEXHOSE-01
Kanaflex Vacuum Hose - 6"		Section-Day	\$ 85.00	FLEXHOSE-02
ADS Flex Vacuum truck hose 4"		Foot-Job	\$ 1.65	ADSHOSE-01
ADS Flex Vacuum truck hose 6"		Foot-Job	\$ 1.92	ADSHOSE-02
ADS Flex Vacuum truck hose 8"		Foot-Job	\$ 2.45	ADSHOSE-03
ADS Flex Vacuum truck hose 4"		Roll-Job	\$ 200.00	ADSHOSE-04
ADS Flex Vacuum truck hose 6"		Roll-Job	\$ 225.00	ADSHOSE-05
ADS Flex Vacuum truck hose 8"		Roll-Job	\$ 250.00	ADSHOSE-06

///

///

///

///



# Equipment Rate Sheet

## Chemical Cleaning

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Chemical Hose - 1-1/4" - 20-25' length	Section-Hour	\$ 0.50	CCHOSE-01
Chemical Hose - 1-1/4" - 20-25' length	Section-Day	\$ 6.00	CCHOSE-02
Chemical Hose - 2" - 20-25' length	Section-Hour	\$ 1.33	CCHOSE-03
Chemical Hose - 2" - 20-25' length	Section-Day	\$ 16.00	CCHOSE-04
Chemical Hose - 3" - 20-25' length	Section-Hour	\$ 1.83	CCHOSE-05
Chemical Hose - 3" - 20-25' length	Section-Day	\$ 22.00	CCHOSE-06
Chemical Hose - 4" - 20-25' length	Section-Hour	\$ 2.33	CCHOSE-07
Chemical Hose - 4" - 20-25' length	Section-Day	\$ 28.00	CCHOSE-08
Chemical Hose - 6" - 20-25' length	Section-Hour	\$ 2.83	CCHOSE-09
Chemical Hose - 6" - 20-25' length	Section-Day	\$ 34.00	CCHOSE-10
Stainless Steel Hose - 2" - 20-25' length	Section-Hour	\$ 1.83	SSHOS-01
Stainless Steel Hose - 2" - 20-25' length	Section-Day	\$ 22.00	SSHOS-02
Stainless Steel Hose - 3" - 20-25' length	Section-Hour	\$ 4.76	SSHOS-03
Stainless Steel Hose - 3" - 20-25' length	Section-Day	\$ 57.20	SSHOS-04
Stainless Steel Hose - 4" - 20-25' length	Section-Hour	\$ 3.75	SSHOS-05
Stainless Steel Hose - 4" - 20-25' length	Section-Day	\$ 45.00	SSHOS-06
Stainless Steel Hose - 6"+ - 20-25' length	Section-Hour	\$ 4.00	SSHOS-07
Stainless Steel Hose - 6"+ - 20-25' length	Section-Day	\$ 48.00	SSHOS-08
Heat Exchanger 100 sq ft	Hour	\$ 20.83	HEX-01
Heat Exchanger 500 sq ft	Hour	\$ 104.16	HEX-02
Heat Exchanger 750 sq ft	Hour	\$ 156.22	HEX-03
Heat Exchanger 1,000 sq ft	Hour	\$ 208.30	HEX-04
Heat Exchanger 2,000 sq ft	Hour	\$ 416.60	HEX-05
10 gpm Vacuum Dehydration Skid	Day	\$ 975.00	DEHY-01
Titration Kit for On-Site Testing	Day	\$ 228.00	TITR-01
Mixing Tank (1)	Day	\$ 450.00	MIXTK-01
600 GPM VFD Circulation Skid	Day	\$ 650.00	CIRSKD-01
4x3 Centrifugal Pump, Stainless Steel	Day	\$ 350.00	CPMP80-01
3" Dual Filter, Stainless Steel	Day	\$ 175.00	DF-03
3" Reverse Flow Manifold, Stainless Steel	Day	\$ 150.00	MANI-03
600 Gallon Circulation Tank, Stainless Steel	Day	\$ 175.00	CIRCTK-01
1" Diaphragm Pump, Stainless Steel	Day	\$ 105.00	DIAPMP-01
Multi-Port Header, Stainless Steel	Day	\$ 75.00	MPH-01

Laboratory/Office Container	Day	\$ 220.00	LAB-01
3" Flow Meter	Day	\$ 76.00	FLOWMTR-03
2" Flow Meter	Day	\$ 52.00	FLOWMTR-02
Containment Berms	Day	\$ 25.00	CCBERM-01
Frac Tanks with Berms	Day	\$ 65.00	FRACTK-01
50 HP Boiler	Month	\$ 10,750.00	BLR50HP-01
20' Clean Room (ISO4 Standard)	Day	\$ 1,460.00	CLNRM-01
Portable work benches and equipment for clean room	Day	\$ 132.00	WKBNCH-01
Valve Parts Washer	Day	\$ 190.00	WASHER-01
UV Inspection Lamp/Portable Torches	Day	\$ 25.00	UVLIGHT-01
Sand Blast Cell	Day	\$ 120.00	SNDBLST-01
600 ft/lbs Torque Wrench	Day	\$ 45.00	TQWR600-01
All Chemicals		Cost + 30%	
- exclusive of any Demurrage, Delivery Fees, Surcharges, Fuel Surcharges			
Above prices for Basic Chem Clean Equipment - Custom Pkgs Quoted per Job			

///

///

///

///

///

## Equipment Rate Sheet

### Tank Cleaning

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
AM Tank Cleaning Package; 1-10 FT DIA	Hour	\$ 280.00	TKCL-01
AM Tank Cleaning Package; 10-20 FT DIA	Hour	\$ 550.00	TKCL-02
AM Stg Tank Cleaning Package; 20-40 FT DIA	Hour	\$ 750.00	TKCL-02
AM Stg Tank Cleaning Package; 40-60 FT DIA	Hour	\$ 750.00	TKCL-03
AM Stg Tank Cleaning Package; 60-80 FT DIA	Hour	\$ 850.00	TKCL-04
AM Stg Tank Cleaning Package; 80-100 FT DIA	Hour	\$ 850.00	TKCL-05
AM Stg Tank Cleaning Package; 100+ FT DIA	Hour	\$ 1,000.00	TKCL-06
AM Stg Tank Cleaning; Custom Rails	Foot	\$ 1,500.00	TKCL-07
AM Stg Tank Cleaning Roof Pkg	Hour	\$ 450.00	TKCL-08
AM Stg Tank Cleaning Roof Tripod	Hour	\$ 250.00	TKCL-09
AM Stg Tank Cleaning Floor Pkg	Hour	\$ 450.00	TKCL-10
Track Loader	Day	\$ 1,250.00	TKCL-10
Excavator - Long Reach	Day	\$ 1,450.00	TKCL-11
Excavator - Mini	Day	\$ 725.00	TKCL-12
Tank Sump Pump; SS	Day	\$ 425.00	TKCL-13
Steam Spargers	Day	\$ 125.00	TKCL-14
Filter Press	Day	\$ 800.00	TKCL-15
Centrifuge	Day	\$ 1,125.00	TKCL-16
DAF Unit	Day	\$ 1,500.00	TKCL-17
SS XFER Hoses; 25FT; 4"	Day	\$ 45.00	TKCL-18
Weir Tank	Day	\$ 65.00	TKCL-19
Frac Tank		\$ 65.00	TKCL-20
Magnetic Wall Crawler	Day	\$ 450.00	TKCL-21
All Chemicals		Cost + 30%	
- exclusive of any Demurrage, Delivery Fees, Surcharges, Fuel Surcharges			
Above prices for Basic Tank Cleaning Equipment - Custom Pkgs Quoted per Job			



## Equipment Rate Sheet

### Water Recirculation / Containment / Steam Blow / HVLOF / Aqua Darts/ Vehicles

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Service Truck	Day	\$ 225.00	SVCTRK-01
Crew Truck	Day	\$ 150.00	CRWTRK-01
Crew Van	Day	\$ 150.00	CRWTRK-02
Light Vehicle / Site Truck	Day	\$ 150.00	CCTRK-01
Lube Oil Flush Pkg; HV; 200-600 GPM; varidrive	Day	\$ 950.00	HVLOF-200
Lube Oil Flush Pkg; HV; 600-800 GPM; varidrive	Day	\$ 1,450.00	HVLOF-600
Lube Oil Flush Pkg; HV; 800-2000 GPM; varidrive	Day	\$ 2,000.00	HVLOF-2000
200-600 GPM Consumable Pkg	Each	\$ 3,500.00	LOCONSUM-200
600-800 GPM Consumable Pkg	Each	\$ 4,500.00	LOCONSUM-600
800-2000 GPM Consumable Pkg	Each	\$ 6,500.00	LOCONSUM-2000
Vacuum Dehydration Unit	Day	\$ 800.00	VDU-100
PSA Air Dryer; 1600 SCFM	Day	\$ 750.00	PSADRY-01
Deisel Air Compressor; 375 SCFM	Day	\$ 375.00	DSLAC375-01
Deisel Air Compressor; 915 SCFM	Day	\$ 950.00	DSLAC915-01
Deisel Air Compressor; 1600 SCFM	Day	\$ 1,195.00	DSLAC1600-01
AC Hose; 50 FT; 2"	Day	\$ 57.00	ACHOSE2-01
Passivation; Cortec	Foot-Job	\$ 12.50	PASSIV-01
Steam Blow; Modeling / Engineering; Engr	Day	\$ 1,500.00	SBENGR-01
Steam Blow; Shop Prep	Day	\$ 1,074.00	SBSHOP-01
Steam Blow; Silencer; 12"	Each-Hour	\$ 27.08	SBSIL-01
Steam Blow; Silencer; 12"; WET	Each-Hour	\$ 14.58	SBSIL-02
Steam Blow; Silencer; 16"	Each-Hour	\$ 29.17	SBSIL-03
Steam Blow; Silencer; 16"; WET	Each-Hour	\$ 20.42	SBSIL-04
Steam Blow; Silencer; 24"	Each-Hour	\$ 37.50	SBSIL-05
Steam Blow; Silencer; 24"; WET	Each-Hour	\$ 25.00	SBSIL-06
Steam Blow; Temp Piping; 20 FT Section 30"	Each-Hour	\$ 72.50	SBTEMP-01
Steam Blow; Adj Pipe Supports	Each-Hour	\$ 2.92	SBTEMP-02
Studs, Nuts, Gaskets	Each	\$ 6,200.00	STUDS-01
Targets	Each	\$ 82.50	SBTGT-01
Target Inserter	Hour	\$ 10.42	SBTGT-02
Orifice Plate	Each	\$ 1,250.00	SBORIF-01
Cleaning; Decon Fee	Each	\$ 825.00	SBDECON-01

///

Recycle Water System Pump; 2" Diaphragm	Hour	\$ 9.00	RW-01
Recycle Water System Pump; 3" Diaphragm	Hour	\$ 9.00	RW-02
Recycle Water System Poly Tank; SM; 3500 Gal.	Hour	\$ 12.00	RW-03
Recycle Water System Poly Tank; LG; 6500 Gal.	Hour	\$ 16.00	RW-04
Recycle Water System Frac Tank; 35,000 Gal	Hour	\$ 15.00	RW-05
Recycle Water System Weir Tank; 15,000 Gal	Hour	\$ 16.00	RW-06
Recycle Water System Filter Pot; 2 Canister	Hour	\$ 12.00	RW-07
Recycle Water System Filter Pot; 4 Canister	Hour	\$ 15.00	RW-08
Recycle Water System Filter Bags; 50 Micron	Hour	\$ 4.50	RW-09
Recycle Water System Filter Bags; 100 Micron	Hour	\$ 4.50	RW-10
Berm; 12 FT X 12 FT	Hour	\$ 10.00	BM-01
Berm; 12 FT X 50 FT	Hour	\$ 15.00	BM-02
56kW Generator	Day	\$ 350.00	GEN56KW-01
Forklift	Day	\$ 350.00	FORKLFT-01
Light Towers	Day	\$ 110.00	TOWLIGHT-01
Aqua Dart Tube Cleaning Kit	Hour	\$ 150.00	AQDARTKIT-01
GP Aqua Dart Tube Cleaners	Each	\$ 8.00	AQDART-01
Aqua Drill Bits - 5/8" - 3/4"	Each	\$ 69.00	AQDARTBIT-01
All Chemicals		Cost + 30%	
- exclusive of any Demurrage, Delivery Fees, Surcharges, Fuel Surcharges			
Above prices for Basic Steam Blow / HVLOF / Aqua Dart Equipment - Custom Pkgs Quoted per Job			

///

///

///

///

## Equipment Rate Sheet

### Safety Supplies

Item Description	Unit of Purchase (UOP)	Billable Rate (\$/UOP)	Billing Item Code
Full-Face Breathing Mask	Day	\$ 16.50	SAF-01
Hazmat Hood/Hood Cover	Each	\$ 140.00	SAF-02
Metatarsal Boots Per Pair	Pair	\$ 88.00	SAF-03
PVC Boots, 16 Inch , Per Pr	Pair	\$ 12.50	SAF-04
Rubber Boots	Pair	\$ 88.00	SAF-05
Hydroblasting Suit - 1 piece	Each	\$ 15.40	SAF-06
Hydroblasting Suit - 2 piece	Each	\$ 25.70	SAF-07
Acid Hood-Chemical Suit	Each	\$ 140.00	SAF-08
Respirator Body, Full Face	Each	\$ 95.00	SAF-09
Respirator Body, Half Face	Each	\$ 15.00	SAF-10
Respirator Cartridge	Each	\$ 9.00	SAF-11
Respirator, Silicone	Each	\$ 59.20	SAF-12
Respirator Body, Silicone	Each	\$ 430.00	SAF-13
Breathing Air Cyl, 2 Btl	Day	\$ 22.00	SAF-14
Portable Eye Wash	Day	\$ 27.50	SAF-15
Portable Safety Shower	Day	\$ 27.50	SAF-16
Self Contained Breathing App (SCBA)	Day	\$ 25.00	SAF-17
Dielectric Boots, Per Pair	Pair	\$ 162.80	SAF-18
Cooling Vest	Day	\$ 90.00	SAF-19
Tyvek Coveralls	Each	\$ 33.50	SAF-20
Norm Chemical Suits	Each	\$ 8.20	SAF-21
Hepa Cartridges	Each	\$ 17.90	SAF-22
Safety Standby Kit	Day	\$ 25.00	SAF-23
Encapsulated Env Suit	Each	\$ 280.90	SAF-24
FRC	Each	\$ 120.00	SAF-25
Escape Pack	Day	\$ 40.00	SAF-26
H2S Meter (Personal)	Each	\$ 93.50	SAF-27
Nylon Whipcheck (Heavy Duty)	Each	\$ 10.70	SAF-28
Metal Whipcheck (Heavy Duty)	Each	\$ 5.00	SAF-29
Radio	Day	\$ 10.00	SAF-30
Radio Charger	Day	\$ 10.00	SAF-31
LEL / O2 Meter	Day	\$ 25.00	SAF-32
Specialty Gloves (Cut Resistant)	Each	\$ 15.00	SAF-33
Face Shield	Each	\$ 7.50	SAF-34
Specialty Nylon Barricade Tape	Each	\$ 27.00	SAF-35

Face Shield	Each	\$ 7.50	SAF-34
Specialty Nylon Barricade Tape	Each	\$ 27.00	SAF-35
Rain Slicker (Heavy Duty)	Each	\$ 12.00	SAF-36
Specialty Tool Tether	Each	\$ 9.10	SAF-37
Tool Lift Rope (Large Spool)	Each	\$ 90.00	SAF-38
Tool Lift Bag(s)	Each	\$ 73.10	SAF-39
Tie Down Straps (Heavy Duty)	Each	\$ 11.10	SAF-40
Firewater Hose (50FT)	Each	\$ 267.30	SAF-41
Firewater Hose Coupling	Each	\$ 15.40	SAF-42
Fire Extinguisher	Each	\$ 110.00	SAF-43
Traffic Cones	Each	\$ 15.00	SAF-44
Oil Adsorbent Pads	Each	\$ 27.00	SAF-45
Spill Kit (Drum Overpack)	Each	\$ 381.80	SAF-46
Safety Lanyard (only for replacements due to chemical damage)	Each	\$ 125.00	SAF-47
Safety Harness (only for replacements due to chemical damage)	Each	\$ 225.00	SAF-48
Blast Bags	Each	Cost + 30%	BLBG-01

///

///

///

///

///



4/7/2023

**CONCO SERVICES LLC**  
**2023 AIR COOLED CONDENSER SERVICES RATE SHEET**

---

**PROJECT MANAGER AND TECHNICAL SUPERVISOR -- ALL HOURS \$103**

- The Technical Supervisor rate is used when Conco supplies supervision and technical to customer's workers.

<b>LABOR</b>	<b>SUPERVISION</b>	<b>TECHNICIAN</b>
Straight Time	\$79	\$70
Overtime	\$95	\$79
Holiday	\$120	\$113
Travel Time	\$67	\$67
Travel Time Overtime	\$77	\$77
Travel Time Holidays	\$106	\$106
Site Specific Training	\$79	\$70
Administrative Support - On Site	n/a	\$65
Administrative Support - From Conco Office	n/a	\$53
<b>LABOR - SAFETY AND PLANNER</b>	<b>STRAIGHT TIME</b>	<b>OVERTIME</b>
Safety	\$79	\$95
Planner	\$71	\$87

- For California Sunday hours that are mandated are to be paid at double time.
- All Rates are per man hour. Overtime includes all time over 8 hours per day and all day Saturday and Sunday.
- Job duration is estimated on a consecutive day basis. Days off during a job are subject to being billed at an 8 hour per man minimum.
- Subcontractor work will be invoiced at subcontractor's time and material plus 10%.
- Specialty Equipment & Material cost plus 10%.
- Specialty Safety Equipment & Material cost plus 10%.

<b>EQUIPMENT</b>	<b>HOUR</b>
Consists of:	\$324
ACC Cleaning Pump (1)	
ACC Cleaning Rig with Spray Nozzles (1)	
Lot/ACC Cleaning Hose and Rail (1)	

- Prices are per system used.

<b>CONSUMABLE ITEMS</b>	<b>Per Price List</b>
- Including tube cleaners, plugs, additional gun nozzles, bridges etc.	

**EXPENSES****RATE**

Lodging	\$163 per man per day
Airfare	Cost +7%
Baggage	Cost +7%
Freight Cost	Cost +7%
Car/Van Rental	Cost +7%
Gas	Cost +7%
Cab Fare To and From Airport	Cost +7%
Mileage - ACC Truck and Trailer	\$1.85 Mile
Conco Vehicle	\$97 per day
Mileage - Conco Vehicle	\$0.75 Mile
Meal Allowance	\$72/Man/Day
Laundry Service After 5 Days	\$15/Man/5 days
Standard PPE	\$10.00 per man/per day
Site Specific Training Classes	\$50.00 per man
Generator	\$450.00 per day
Air Compressor	\$250.00 per day

**TERMS OF PAYMENT - NET 30 DAYS****Conco Services LLC**

530 Jones Street, Verona, PA 15147 USA - 1-800-345-3476 - Fax: 412-826-8255

E-mail: [info@conco.net](mailto:info@conco.net) - [www.conco.net](http://www.conco.net)

4/7/2023

Description	Hourly	Included Components	Accessories Not Included in Price
<b>Standard Cleaning Kits**</b>			
ACC/OD Bundle/Fin Tech System	\$324	ACC Cleaning Pump, ACC Cleaning Rig with Spray Nozzle, lot/ACC Cleaning hose and rail	Consumable Items
Tube Cleaning Single System Trailer Kit	\$234	Single choice of Hydrodrill, Excalibur, Pro Series Pump System, water tanks, MMII Tube Drill and required related hand tools.	Consumable Items
BAT Trailer	\$408	Includes Pro Series Pumps, True Fit Guns, Excalibur, MMII, Hydrodrill, all low pressure hoses, tools, lighting, inventory of cleaning devices and bits, and a small work/repair station.	Consumable Items
Equipment Trailer	\$408	Includes Pro Series Pumps (electric or diesel), water tanks, low pressure hoses and low pressure washers, tarps, tools and Hydrodrills of any length.	Consumable Items



Description	Rental Rate Per Unit				Included Components	Accessories Not Included in Price
	Hourly	Day	Week	Month		
Supplemental Equipment Not Included in Standard Kits						
Tube Cleaning System	\$78				Pumps, guns, inlet hose, outlet hoses, rod and tarp	Consumable Items
Conco Excalibur System		\$480	\$1,080	\$2,160	Machine, foot pedal, cable and supply hose	Brushes, drill bits, extra cables, and/or hoses - List Price
Diesel Pump	\$78				DieselPump	Consumable Items
Hands Free Device	\$102				Hands Free Device	Consumable Items
Air and Water Gun		\$150	\$360	\$900	Gun complete with nozzle and splash guard	Hoses and tube cleaners - List Price
Conco Air & Water Drill		\$480	\$1,080	\$2,160	Hand held drill, shafting, and supply hose	Brushes, drill bits, extra shafting, and/or hoses - List Price
Tube Pressure Leak Detector		\$480	\$1,080	\$2,280	Air Injection gun, plug gun, regulator assembly, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, and/or hoses - Price as needed. Tight quarter kit not included.
Tube Vacuum Leak Detector		\$480	\$1,080	\$2,280	Vacuum gun, tee handle plug, proper seals, supply hose	Extra seals and/or hoses - Price as needed.
Tube Joint Leak Detector		\$600	\$1,320	\$3,000	Vacuum gun, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, check valves, and/or hoses - Price as needed.
Plug Removal Equipment		\$480	\$1,080	\$2,280	Various hand tools, drills, spears, slide hammers, etc.	Job specific tool kit - Price as needed.
Standard Pop-A-Plug Ram		\$480	\$1,080	\$2,280	Ram, hydraulic line, pump, and supply hose	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Close Quarter Pop-A-Plug Ram		\$240	\$600	\$1,320	Close quarter ram accessory	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Tube Pull Equipment		\$480	\$1,080	\$3,000	Hydraulic tube puller and line, pump, spear with extension, dog ring, stand off set, ID/OD tube cutter, slide hammer, connection hose, and supply hose	Tube plugs - List Price
Pressure Washing System		\$270	\$900	\$1,800	Complete with wand, outlet hose, and supply hose	Extra hoses - Price as needed
Flex Shaft Rental		\$300	\$1,020	\$1,800	Per Shaft	
Dye Check Light System		\$300	\$600	\$900	Black light with extra bulb	Dye - Price as needed.
Boroscope		\$120	\$600	\$1,800		
Air Compressor		\$300				
Generator		\$540				
**These items will be billed in addition to the hourly kit rates.						

**\*\*These items will be billed in addition to the hourly kit rates.**



4/7/2023

**CONCO SERVICES LLC**  
**2023 INDUSTRIAL CLEANING SERVICES RATE SHEET**

**PROJECT MANAGER AND TECHNICAL SUPERVISOR -- ALL HOURS**

**\$103**

*The Technical Supervisor rate is used when a supervisor travels alone to oversee a local crew during a job, or when crew size calls for Project Management.*

LABOR	SUPERVISION	TECHNICIAN	SAFETY	PLANNER
Straight Time	\$79	\$70	\$79	\$71
Overtime	\$95	\$79	\$95	\$87
Holiday	\$120	\$113		
Travel Time	\$67	\$67		
Travel Time Overtime	\$77	\$77		
Travel Time Holidays	\$106	\$106		
Site Specific Training	\$79	\$70		
Administrative Support - On Site		\$65		
Administrative Support - Off Site		\$53		

*\*\*All rates are per man hour. Overtime includes all time over eight (8) hours per day and all day Saturday and Sunday. Job duration is estimated on a consecutive day basis. Days off during a job are subject to being billed at an eight (8) hour per man minimum. Days worked during a job are subject to being billed at an eight (8) hour per day per man plus equipment minimum charge. Work performed by a subcontractor will be invoiced at the subcontractor's time and material plus 10%. Specialty equipment and material will be invoiced at cost plus 10%.*

***For California Sunday hours that are mandated are to be paid at double time.***

///

///

///

///



## MATERIALS/CLEANERS

*Including Tube Cleaners, Brushes, Plugs, Hydrodrill Bits, Calbusters, Bridges etc.*

*Per price list*

### EXPENSES

### RATE

Lodging	\$163	<i>per man per day</i>
Airfare	Cost	+7%
Baggage	Cost	+7%
Freight Cost	Cost	+7%
Car/Van Rental	Cost	+7%
Gas	Cost	+7%
Cab Fare To and From Airport	Cost	+7%
Conco Vehicle	\$106	<i>per day</i>
Mileage - Conco Vehicle	\$0.75	<i>per mile</i>
Meal Allowance	\$78	<i>per man/per day</i>
Laundry Service After 5 Days	\$15	<i>per man per 5 days</i>
Standard PPE	\$10	<i>per man/per day</i>
Site Specific Training Classes	\$50	<i>per man</i>



4/7/2023

Description	Hourly	Included Components	Accessories Not Included in Price
<b>Standard Cleaning Kits**</b>			
Tube Cleaning Single System Trailer Kit	\$234	Single choice of Hydrodrill, Excalibur, Pro Series Pump System, water tanks, MMII Tube Drill and required related hand tools.	Material/Cleaners
BAT Trailer	\$408	Includes Pro Series Pumps, True Fit Guns, Excaliber, MMII, Hydrodrill, all low pressure hoses, tools, lighting, inventory of cleaning devices and bits, and a small work/repair station.	Material/Cleaners
Equipment Trailer	\$408	Includes Pro Series Pumps (electric or diesel), water tanks, low pressure hoses and low pressure washers, tarps, tools and Hydrodrills of any length.	Material/Cleaners

*\*\*Cleaning kit selection based on number of Conco crews provided. See Matrix.*

Description	Hourly	Rental Rate Per Unit			Included Components	Accessories Not Included in Price
		Day	Week	Month		
Supplemental Equipment Not Included in Standard Kits						
Tube Cleaning System	\$78				Pumps, guns, inlet hose, outlet hoses, rod and tarp	Material/Cleaners
Conco Excalibur System		\$480	\$1,080	\$2,160	Machine, foot pedal, cable and supply hose	Brushes, drill bits, extra cables, and/or hoses - List Price
Diesel Pump	\$78				DieselPump	Material/Cleaners
Hands Free Device	\$102				Hands Free Device	Material/Cleaners
Air and Water Gun		\$150	\$360	\$900	Gun complete with nozzle and splash guard	Hoses and tube cleaners - List Price
Conco Air & Water Drill		\$480	\$1,080	\$2,160	Hand held drill, shafting, and supply hose	Brushes, drill bits, extra shafting, and/or hoses - List Price
Tube Pressure Leak Detector		\$480	\$1,080	\$2,280	Air Injection gun, plug gun, regulator assembly, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, and/or hoses - Price as needed. Tight quarter kit not included.
Tube Vacuum Leak Detector		\$480	\$1,080	\$2,280	Vacuum gun, tee handle plug, proper seals, supply hose	Extra seals and/or hoses - Price as needed.
Tube Joint Leak Detector		\$600	\$1,320	\$3,000	Vacuum gun, support tube assembly, set of seals, and supply hose	Extra assemblies, seals, check valves, and/or hoses - Price as needed.
Plug Removal Equipment		\$480	\$1,080	\$2,280	Various hand tools, drills, spears, slide hammers, etc.	Job specific tool kit - Price as needed.
Standard Pop-A-Plug Ram		\$480	\$1,080	\$2,280	Ram, hydraulic line, pump, and supply hose	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Close Quarter Pop-A-Plug Ram		\$240	\$600	\$1,320	Close quarter ram accessory	Size specific pull rod assembly, plugs, extra supply hose - Price as needed.
Tube Pull Equipment		\$480	\$1,080	\$3,000	Hydraulic tube puller and line, pump, spear with extension, dog ring, stand off set, ID/OD tube cutter, slide hammer, connection hose, and supply hose	Tube plugs - List Price
Pressure Washing System		\$270	\$900	\$1,800	Complete with wand, outlet hose, and supply hose	Extra hoses - Price as needed
Flex Shaft Rental		\$300	\$1,020	\$1,800	Per Shaft	
Dye Check Light System		\$300	\$600	\$900	Black light with extra bulb	Dye - Price as needed.
Boroscope		\$120	\$600	\$1,800		
Air Compressor		\$300				
Generator		\$540				

*\*\*These items will be billed in addition to the hourly kit rates.*



4/7/2023

### Standard Cleaning Kit Matrix

Crew Size	Cleaning Kit(s)	Cost
1	1: Tube Cleaning Single System Trailer	\$234
2	1: BAT/Equipment Trailer	\$408
3	1: Tube Cleaning Single System Trailer 1: BAT/Equipment Trailer	\$642
4	2: BAT/Equipment Trailer	\$816

///

///

///

///

# NDE SERVICES



4/7/2023

## CONCO SERVICES LLC 2023 INDUSTRIAL NDE RATE SHEET

LABOR	REGULAR	OVERTIME	HOLIDAY
Project Manager	\$110	\$130	\$157
Level III/IIIA (Data Analyst)	\$110	\$130	\$161
Level IIA (Data Analyst)	\$99	\$119	\$149
Level II (Technician)	\$79	\$95	\$122
Level I/IT (Assistant)	\$67	\$77	\$102
IM-II Robot (Probe Driver)	\$79		
Safety Planner	\$79	\$95	\$122
Travel Time	\$71	\$87	
Site Specific Training		Billed at REGULAR hourly rates.	
Administrative Support - On Site	\$65	n/a	n/a
Administrative Support - From Conco Office	\$53	n/a	n/a

- For California Sunday hours that are mandated are to be paid at double time
- All Rates are per man hour. Overtime includes all time over 8 hours per day and all day Saturday and Sunday.
- Job duration is estimated on a consecutive day basis.
- Days off during a job are subject to being billed at an 8 hour per man minimum.
- Days worked during a job are subject to being billed at an 8 hour per day per man plus equipment minimum
- Subcontractor work will be invoiced at subcontractor's time and material plus 10%.
- Specialty Equipment & Material cost.

EQUIPMENT	Per Shift
Tube Testing System	\$749.00
ET/NFT Array Module	\$267.00
Probe Driver	\$267.00
Boroscope	\$321.00
Surface Eddy Current System (SET)	\$535.00
Tube Gauges	\$50.00
Reporting & Analysis Software	\$100.00
IRIS Kit	\$500.00

- Prices are per system used.

### PROBES

-Rental of typical ECT Probes at these rates per shift maximum		Rental of typical Probes at these rates minimum per tube	
ET Bobbin Probe	\$ 400.00	ET Bobbin Per Tube	\$0.80
ET Bobbin Flex	\$ 880.00	ET Bobbin Flex Per Tube	\$1.77
RFT Bobbin Probe	\$ 1016.00	RFT Bobbin Per Tube	\$2.00
RFT Boiler Probe	\$1,546.00	RFT Boiler Per Tube	\$3.10
DefHi Array Probe	\$3,370.00	DefHi Array Per Tube	\$4.25
SET Probe	\$267.00	Chiller Probe Under 10mm	\$1.80
Chiller Probe Under 10mm	\$906.00	Chiller Probe Over 10mm	\$2.65
Chiller Probe Over 10mm	\$1,680.00		
Array Probe	\$1,350.00		

- Any specialty probes ordered will be billed at cost

Fab Shop	Straight Time - Fab Shop	\$375.00 Per Hour
Fab Shop	Overtime/Weekend Time - Fab Shop	\$425.00 Per Hour
Fab Shop	Travel Time - Fab Shop	\$175.00 per hour
Fab Shop	Shipping	\$250.00

## STANDARDS

- Rental of one standard per tube type to be tested \$160.00 each
- Specialty calibration standards ordered will be billed at cost

## MATERIAL / CLEANERS:

Cost

- Includes probe pusher wheels, data storage

## EXPENSES

## RATE

Lodging	\$163 per day
Airfare	Cost +7%
Baggage	Cost +7%
Freight Cost	Cost +7%
Car/Van Rental	Cost +7%
Gas	Cost +7%
Cab Fare To and From Airport	Cost +7%
Conco Vehicle	\$106 Per Day
Mileage - Conco Vehicle	\$0.75 Mile
Meal Allowance	\$78/Man/Day
Laundry Service After 5 Days	\$15/Man/5 days
Standard PPE	\$10.00 per man/per day
Site Specific Training Classes	\$50.00 per man
Generator	\$450.00 per day

///

///

///

///



---

## 2023 LEAK DETECTION RATES

### LABOR - UTILIZING CONCO EQUIPMENT:

Labor at \$88.00 per hour per technician

Labor at \$127.00 per hour per technician –overtime, weekend & holiday

8 Hour minimum day

Travel at \$80.00 per hour per technician

### EQUIPMENT: (Gas to be supplied by Station)

\$110.00 per hour (8 hour minimum day) – Helium or SF6

\$140.00 per hour (8 hour minimum day) – both systems

### LABOR & TRAVEL - UTILIZING PLANT EQUIPMENT:

Labor at \$106.00 per hour per technician

Labor at \$140.00 per hour per technician – overtime, weekend & holiday

8 hour minimum day

Travel at \$80.00 per hour per technician

### LABOR & TRAVEL – TRAINING & CONSULTING (One Senior Staff Member)

Labor at \$106.00 per hour per technician

Labor at \$140.00 per hour – overtime, weekend & holiday

8 hour minimum day (Regular Business Hours – 0700- 1530, M-F)

Travel at \$80.00 per hour per technician

### EXPENSES: 7% General and Administrative Charge On All expenses:

Lodging	Cost plus 7%
Airfare	Cost plus 7%
Rental Car	Cost plus 7%
Cabfare to and from D.C. airports	\$200.00 plus 7%
Meal Allowance	\$78.00/day/tech plus 7%
Equipment Handling	\$50.00 plus 7%
Baggage	Cost plus 7%
Laundry service after 5 days	\$25.00 plus 7%
Gasoline	Cost plus 7%
Conco Vehicle	\$120.00 Per Day plus 7%
Mileage - Conco Vehicle	\$1.40 per mile plus 7%

### Terms of Payment – Net 30

Upon 30 days advance notice and no more than once each calendar year, Conco Services LLC 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

---

(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,

\_\_\_\_\_

(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 document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 17

---

**Meeting Date:** July 8, 2024

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Lodi Energy Center FX Upgrade Project; Applicable to the LEC PPC Members.

---

### Proposal

Approve the Lodi Energy Center FX Upgrade Project and delegate authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed amount of \$17,500,000, with \$7,113,672 to be funded from the CEC Grant, and authorizing \$4,766,666 from the approved FY25 Lodi Energy Center Budget, and further authorizing \$3,059,831 to be collected in FY26 and \$2,559,831 to be collected in FY27, pending future budget approvals, to fund the project.

### Background

Siemens has developed a new product that is available for LEC as an upgraded. The product is called the FX Upgrade. Siemens describes it as an aerodynamic upgrade in that it radically changes the shape and efficiency of the turbine blades. As a result of the new blades, Siemens is also able to take full advantage of the existing combustion system, allowing it to burn at higher temperatures. These actions combined cause the upgrade to produce more power at all ambient temperatures as well as to produce power more efficiently. It is not only the new power that benefits from the efficiency, but all the existing megawatts benefit from the improved efficiency as well.

The Northern California Power Agency (NCPA) is recommending implementation of the FX Upgrade so that the efficiency and power improvements will benefit Lodi Energy Center and its Participants. The project will upgrade the existing gas turbine and augment the plant's output by up to 19 megawatts and improve the efficiency by 350 BTU/KWHr. The project is expected to cost approximately \$17,500,000.

On December 7, 2023, the California Energy Commission (CEC) released a competitive solicitation to grant funds for the purchase and installation of efficiency upgrades and capacity additions to existing bulk grid power generators in California that will serve as emergency supply for the state's electrical grid during extreme events, as part of the Distributed Electricity Backup Asset program.

NCPA submitted a grant application to the CEC on February 20, 2024, requesting \$7,113,672 to support the FX Upgrade Project at the Lodi Energy Center.

The CEC selected and recommended NCPA for \$7,113,672 in funding, contingent upon the approval of the project at a publicly noticed CEC business meeting and execution of a corresponding Grant Agreement.

NCPA desires to enter into a Grant Agreement with the CEC to accept the proposed funding for the FX Upgrade Project should NCPA's FX Upgrade Project be approved by the CEC for grant funding.

#### Selection Process

On December 7, 2023, the CEC released a competitive solicitation to grant funds for the purchase and installation of 1) efficiency upgrades and 2) capacity additions to existing bulk grid power generators in California that will serve as emergency supply for the state's electrical grid during extreme events (as defined in Public Resources Code [PRC] section 25790.5[b]). In accordance with the *Distributed Electricity Backup Assets (DEBA) Program Guidelines, First Edition*, GFO-23-401. This solicitation aims to fund eligible projects to strengthen electricity reliability and prioritizes 1) feasible, cost-effective zero- and low-emission resources, and then 2) feasible, cost-effective conventional resources. Grant funding under this solicitation is intended to accelerate project timelines and fill gaps in the market that are preventing implementation of eligible projects. Proposals were due February 20, 2024. The CEC received twelve proposals. Each proposal was screened, reviewed, evaluated, and scored using the solicitation criteria. All proposals passed administrative screening however one proposal failed technical screening.

This notice and awardees for GFO-23-401 are posted on the CEC's website at <https://www.energy.ca.gov/funding-opportunities/awards>.

#### Fiscal Impact

The total cost for the LEC FX Upgrade Project is anticipated not to exceed \$17,500,000. \$7,113,672 will be funded from the CEC Grant. The remaining funds for the project will be collected over the next three years. A collection of \$4,766,666 was included and approved in the FY25 Lodi Energy Center budget. NCPA intends to collect \$3,059,831 in FY26 and \$2,559,831 in FY27, pending future budget approvals, to fund the project.

One adverse impact due to the receipt of the grant is that LEC will be required to complete the upgrade by June 30, 2027. This will be about 1-year in advance of its normally planned outage. As a result, this will trigger the true-up cost component of the Siemens agreement, as the full life of the components had not been realized. The estimated cost of the true-up is about \$2,100,000. The net value of the grant benefit is about \$5,000,000 as a result of this impact.

There is no impact to the terms and conditions of the Siemens agreement.

#### Environmental Analysis

The CEC is requiring the PPC and NCPA provide adopted resolutions providing authorization to NCPA's General Manager to execute all related forms and agreements including the Grant Agreement needed to accept the proposed grant prior to the CEC's Business Meeting on August 14, 2024, where the CEC will also adopt their analysis of the environmental impacts of the FX Upgrade satisfying the requirements of California Environmental Quality Act (CEQA). Furthermore, and upon confirmation of receipt of the FX Upgrade Project grant, NCPA will proceed with ordering equipment and moving forward with the FX Upgrade Project without further approval from PPC or NCPA's Commission to effectuate the grant and construct the FX Upgrade Project.

LEC PPC's decision to accept the proposed grant and authorize the General Manager to enter into the Grant Agreement recognizes that the CEC cannot allow construction of the LEC FX Upgrade Project prior to completing the CEC's environmental review of the potential impacts of this project. The CEC is by statute the lead agency for the evaluation of environmental impacts under CEQA through its equivalent process for LEC. LEC staff has applied for an amendment to LEC's construction and operating license from the CEC for this project. NCPA staff cannot begin construction on this project until the CEC has evaluated the environmental impacts of the project and imposed any required mitigation measures through an amendment to LEC's License. As part of the CEC's review of this project, the CEC will review the evaluation of air quality impacts conducted by the San Joaquin Valley Air Pollution Control District ("Air District"). LEC Staff will prepare and file an application for an amended permit to construct and ultimately, if built, a permit to operate with the Air District for the LEC FX Upgrade Project. The Air District's modified permit conditions will be included in the amended CEC License, if granted.

Regarding potential environmental impacts, the LEC FX Upgrade results in an energy efficiency upgrade for LEC. As an energy efficiency upgrade, LEC will be able to generate electrical energy without increasing fuel input for a majority of LEC's range of production. In general, the FX Upgrade Project will decrease environmental impacts associated with production by LEC up to the current electric generation of LEC. For times when LEC is called to run in excess of current production, there will be a small increase in emissions due to the increase in mass flow rates. The CEC and the Air District are analyzing these impacts and evaluating the need for any mitigation measures.

Until the CEC has completed its environmental review of the FX Upgrade Project, the CEC cannot grant LEC an amendment to LEC's CEC License and authorize construction. Thus, the Grant Agreement will require: 1) NCPA Staff to complete the amendment process, that includes the CEC's CEQA equivalent environmental review process, 2) NCPA Staff to complete the Air District's permit to construct and permit to operate processes, and 3) NCPA Staff to obtain an amended CEC License for LEC prior to beginning construction of the LEC FX Upgrade Project. Because these conditions will be included in the Grant Agreement and they do not allow construction of the LEC FX Upgrade Project until after the environmental review process as required by CEQA is complete, LEC PPC can approve execution of the Grant Agreement and approve the FX Upgrade Project now.

Submitted by:

MICHAEL DEBORTOLI  
Assistant General Manager  
Generation Services

Attachments: (0)



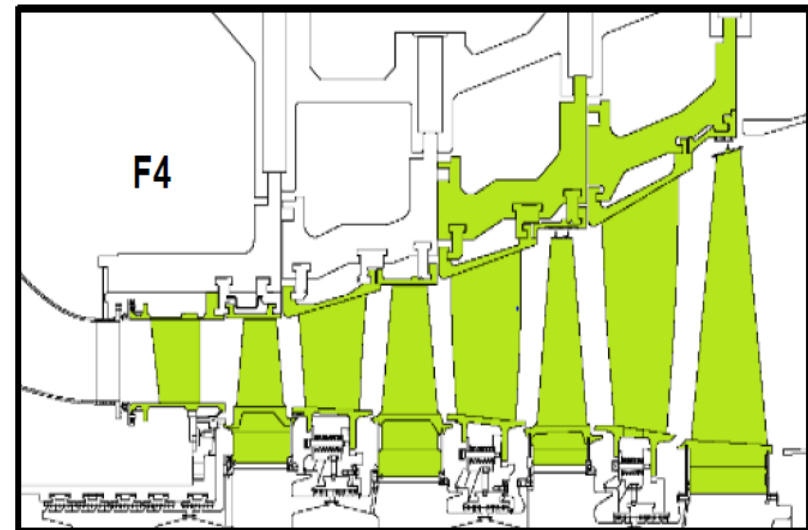
# **SGT6-5000F- F(X) Gas Turbine FX Upgrade Project**

Rafael Santana  
Plant Manager  
July 8, 2024

# LEC FX Hardware - Advanced Turbine Efficiency Package

- Advancements in Gas Turbine component technology derived from SGT6-9000HL, this Thermal Performance Upgrade will provide as per Siemens proposal;
  - Increase of **19MW** in power output
  - Improvement of heat rate by **350 BTU/KWHr**
  - Performance based condition (90°F, 50% RH)
  - Starts (1500) and hours (33k) base intervals stay the same
  - Cost of the upgrade NTE \$17.5M
  - Plant feasibility study is complete, Siemens Engineering has identified some potential concerns but staff continues to work with Siemens to optimize FX implementation.

Improved from  
15 MW /  
100 BTU/KWHr as  
originally  
presented



## FX Permitting Process

- Interconnection: Project economics assume daily market approval, similar to LEC initial operation. LEC will continue to operate within it's approved CEC nominal rating of 296MW summer and 304MW winter rating.
- CEC Petition to Amend: Submitted petition and payment for review, waiting on CEC to conduct CEQA review process.
- Official study for interconnection will follow once CAISO queue opens up. Once study is complete, a CEC PTA license submittal will follow to increase nameplate rating to 319MW.
- CEQA completion is needed for CEC board grant approval (expected in August).
- Once project is approved, CEC will start contract negotiations with NCPA.
- Goal is to have the agreement in place with CEC mid-October.
- Data submitted to SJVAPCD for Air Permit review.



## FX Financial Impact

- Total Cost: FX Upgrade not-to-exceed \$17,500,000.
- Collection: During the FY25 budget approval process, PPC approved the collection of \$4,766,666. The plan is to collect \$3,059,831 in FY26 and collect \$2,559,831 in FY27 for the FX Upgrade.
- Grant Award: The CEC proposed DEBA award (GFO-23-401) in the amount of \$7,113,672 for the FX Project Upgrade. Grant dictates FX Upgrade to be completed by June 30, 2027.
- LTP True up Cost: The LTP agreement payments are based on the LEC hours/starts interval based on a ratio. Siemens is forecasting our true up cost to be \$2,150,310 at the end of March 2027.

## Project Costs

Source	Cost
FX Upgrade	\$14,500,000
True-up costs	\$2,150,310
Contingency	\$849,690
Total	\$17,500,000

## Funding Sources

Source	Cost
FY25 Budget (Approved)	\$4,766,666
FY26 Budget (Pending)	\$3,059,831
FY27 Budget (Pending)	\$2,559,831
PPC Members Contribution	\$10,386,328
CEC Grant Match	\$7,113,672
<b>Total</b>	<b>\$17,500,000</b>

Project must be operational by June 30, 2027 or grant is forfeited.

## FX Revised Payment Schedule

Invoice Milestones for Base Scope	Percentage of Total Price	Siemens Energy Invoice Amount	Estimated Invoice after Taxes
January 2025	25%	\$3,325,000	\$3,599,312.50
January 2026	25%	\$3,325,000	\$3,599,312.50
Delivery of FX Program Parts to site spring 2027	25%	\$3,325,000	\$3,599,312.50
Completion of installation and commissioning of the Performance Upgrade May 2027	25%	\$3,325,000	\$3,599,312.50

## Environmental Analysis

- A Petition to Amend our operating license has been submitted to the California Energy Commission (CEC). The CEC is the leading agency for the CEQA process evaluation.
- As part of the CEC's review of this project, the CEC will review the evaluation of air quality impacts conducted by the San Joaquin Valley Air Pollution Control District ("Air District"). LEC Staff will prepare and file an application for an amended permit to construct and ultimately, if built, a permit to operate with the Air District for the LEC FX Upgrade Project. The Air District's modified permit conditions will be included in the amended CEC License, if granted.

## **Environmental Analysis - Continued**

- Regarding potential environmental impacts, the LEC FX Upgrade results in an energy efficiency upgrade for LEC. As an energy efficiency upgrade, LEC will be able to generate electrical energy without increasing fuel input for a majority of LEC's range of production. In general, the FX Upgrade Project will decrease environmental impacts associated with production by LEC up to the current electric generation of LEC. For times when LEC is called to run in excess of current production, there will be a small increase in emissions due to the increase in mass flow rates. The CEC and the Air District are analyzing these impacts and evaluating the need for any mitigation measures.
- Until the CEC has completed its environmental review of the FX Upgrade Project, the CEC cannot grant LEC an amendment to LEC's CEC License and authorize construction.

## Recommendation

- Staff is seeking approval from the Lodi Energy Center Project Participant Committee for the Lodi Energy Center FX Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements and related forms, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed amount of \$17,500,000, with \$7,113,672 to be funded from the CEC Grant, and authorizing \$4,766,666 from the approved FY25 Lodi Energy Center Budget, and further authorizing \$3,059,831 to be collected in FY26 and \$2,559,831 to be collected in FY27, pending future budget approvals, to fund the project.



# 2025 Plant Outage Schedule



## Overview of Presentation

- Outage Planning Timeline
- Maintenance Scope and Considerations
- NCPA Plant Outage 3 Year Outlook
  - 2025 – Proposed Schedule for CAISO Scheduling
  - 2026 – Tentative Scheduling
  - 2027 – Tentative Scheduling
- 2025 Outage Schedule Approval

## Planning Schedule Overview

- May 9<sup>th</sup> – NCPA Internal Discussion and Planning.
- Continuous – PGE received our Outage Schedule.
- June 12<sup>th</sup> – Internal Discussion and Planning.
- July 3<sup>rd</sup> – Facility Committee as an informational item.
- July 8<sup>th</sup> – LEC PPC as an informational item.
- August 7<sup>th</sup> – Facility Committee for approval.
- August 12<sup>th</sup> – LEC PPC for approval.
- October 15<sup>th</sup> – Per CAISO Tariff 9.3.6.2, provide the CAISO with a proposed schedule of all known Maintenance Outages it wishes to undertake in the following year.

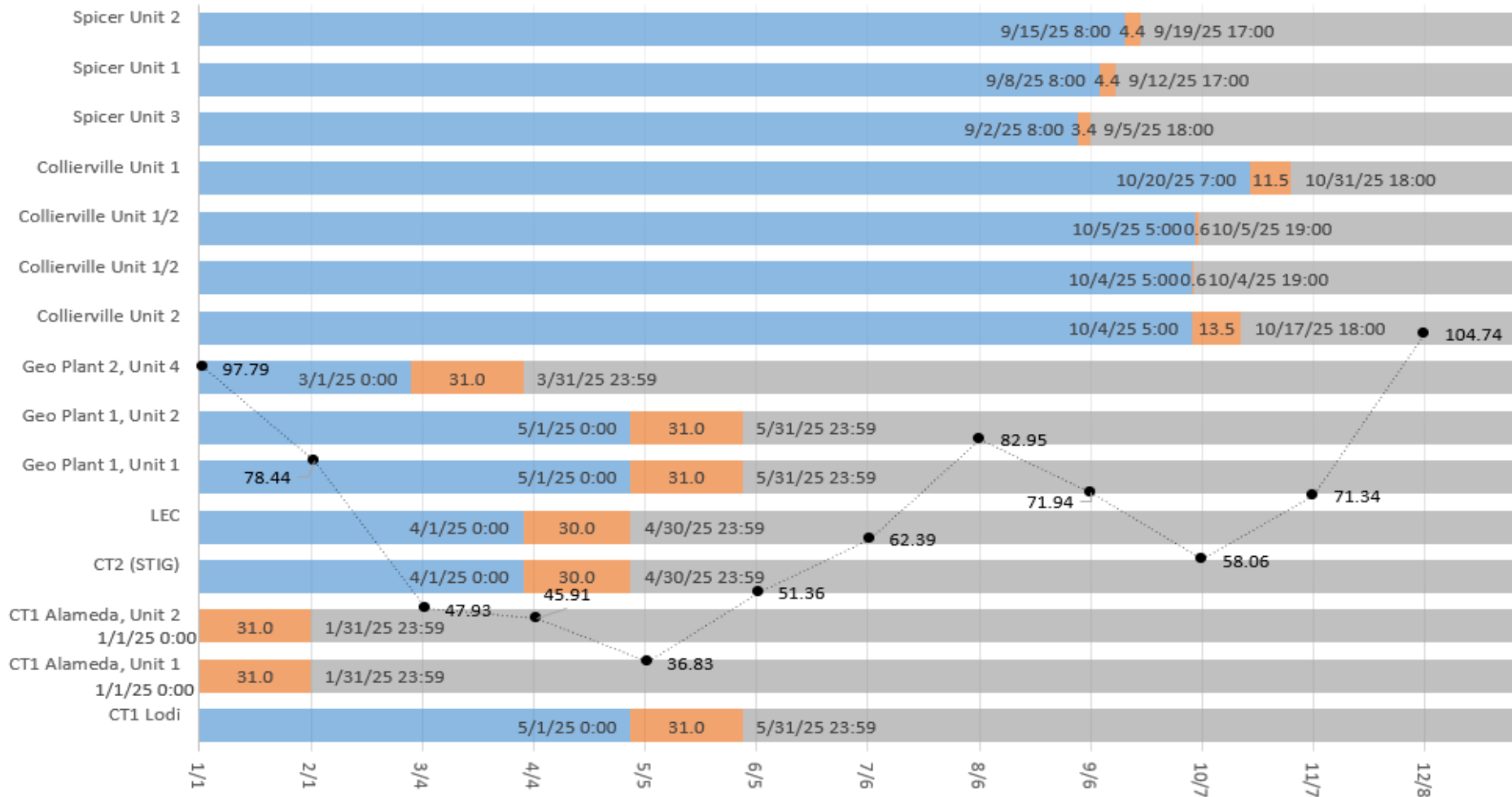
# Maintenance Scope and Considerations

- Annual Maintenance Scope
  - Includes required regulatory compliance, electrical, mechanical, and civil type work.
- Assumptions
  - Scheduling - Each outage balances multiple factors such as: cost, impact from weather and accessibility (such as snow), market and grid sensitivity, and parts availability.
  - Avoid June, July, August and some of the winter heat load.
  - Contractor availability - NCPA competes with many other power plant operators.
  - Transmission outage coordination with PGE.

# Draft Schedule

## DRAFT: NCPA 2025 PLANT OUTAGE SCHEDULE

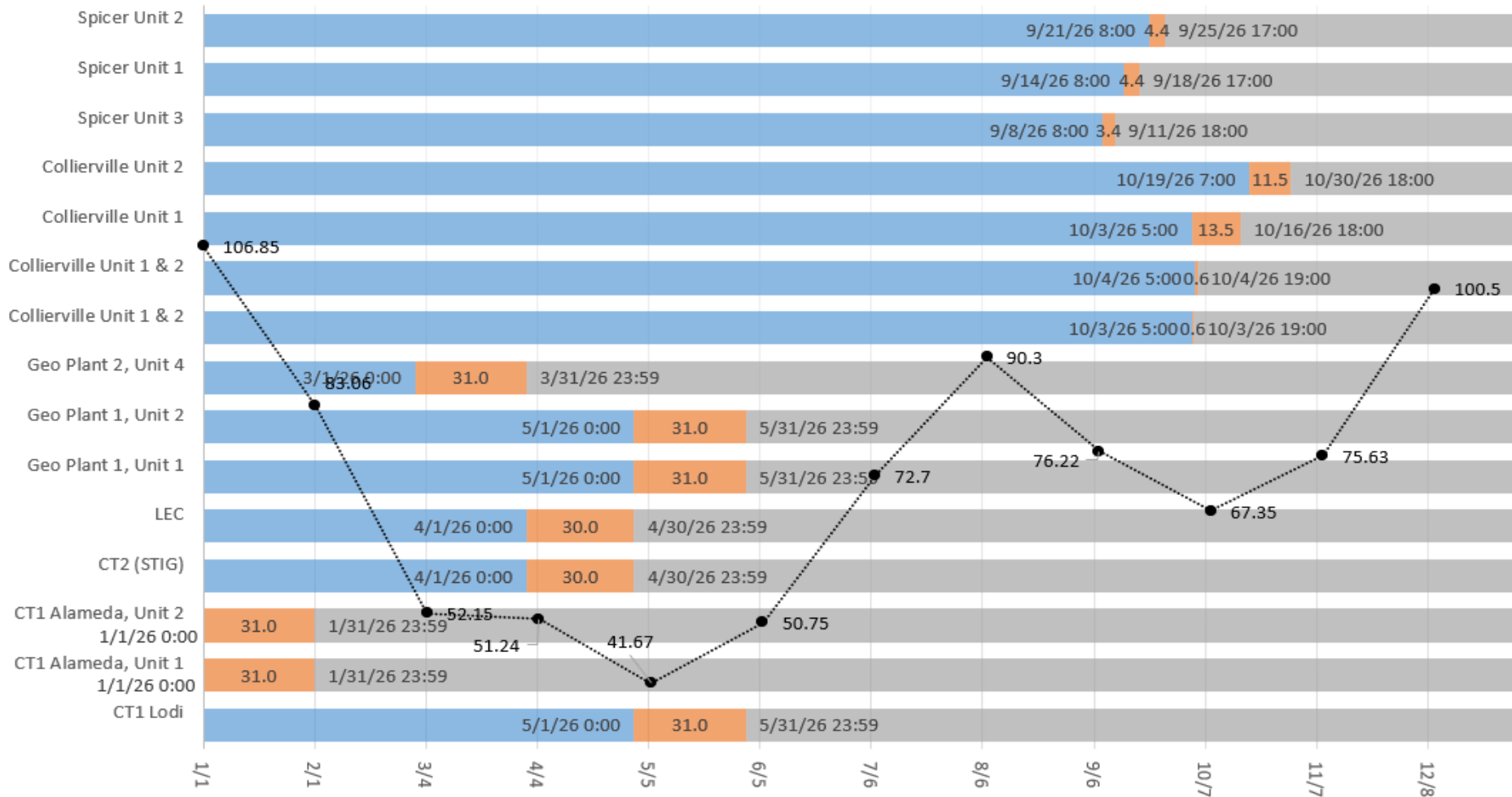
INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



# Tentative Schedule

## DRAFT: NCPA 2026 PLANT OUTAGE SCHEDULE

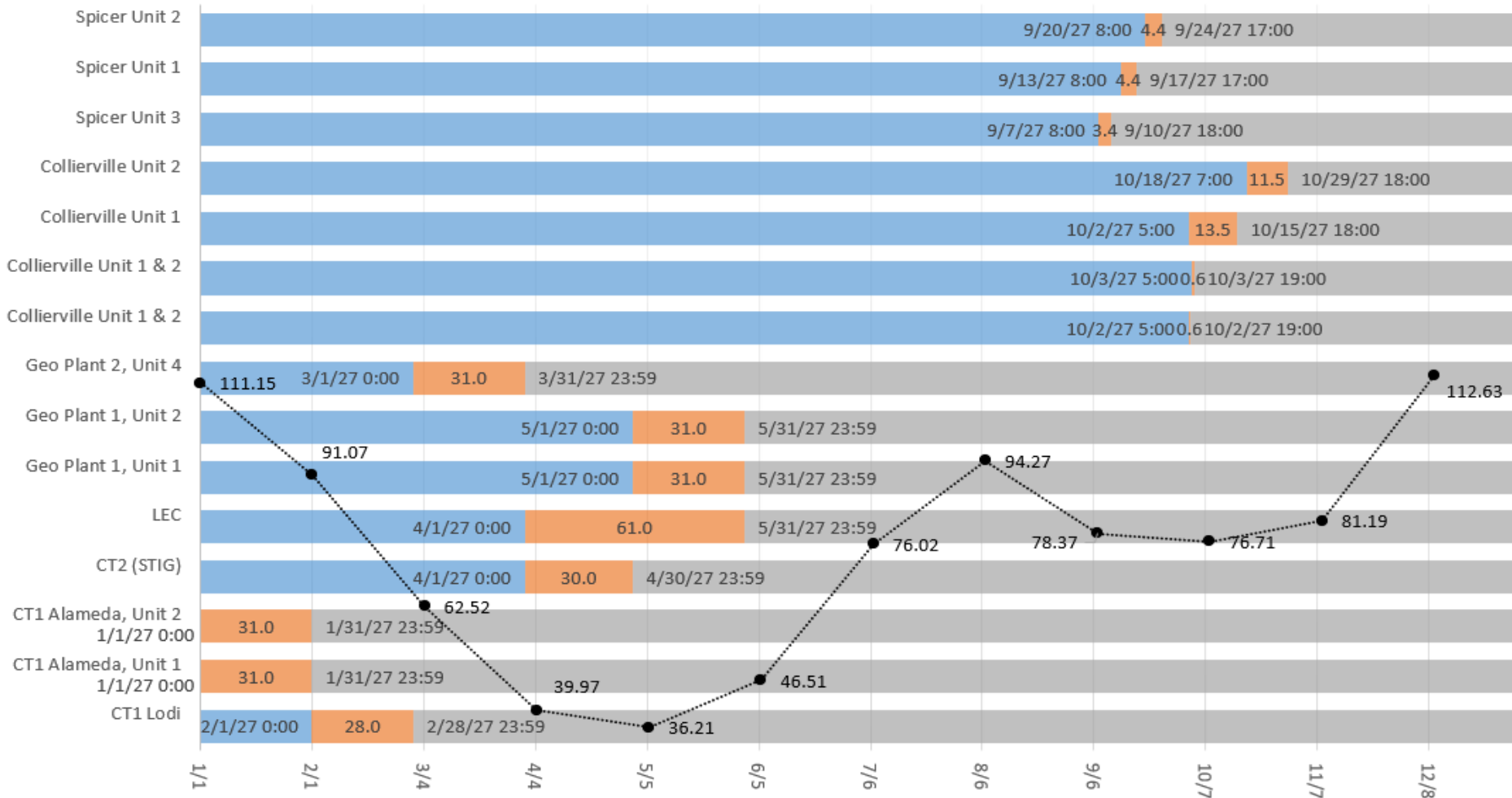
INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



# Tentative Schedule

## DRAFT: NCPA 2027 PLANT OUTAGE SCHEDULE

INCLUDES: MAX FORWARD PRICE CURVE AND DISTRIBUTION OF DLAP PRICES - JUNE 10, 2024



## Next Steps

- Work through Questions and Comments
- Staff will be seeking approval from the Facilities Committee and LEC Project Participant Committee of the NCPA 2025 Plant Outage Schedule as presented in the August 7th, 2024 Facilities Committee meeting, for submission to the CAISO.



## NCPA 2025 Project Outage Schedule

Plant	Unit Name	Resouce ID	MW	Start Date/Time	End Date/Time	Duration	Work Description
CT	CT1 Lodi	LODI25_2_UNIT 1	23.4	5/1/25 0:00	5/31/25 23:59	31	Routine Annual Maintenance
CT	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	23.5	1/1/25 0:00	1/31/25 23:59	31	Routine Annual Maintenance
CT	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	23.8	1/1/25 0:00	1/31/25 23:59	31	Routine Annual Maintenance
CT	CT2 (STIG)	STIGCT_2_LODI	49.9	4/1/25 0:00	4/30/25 23:59	30	Routine Annual Maintenance
CT	LEC	LODIEC_2_PL1X2	302.58	4/1/25 0:00	4/30/25 23:59	30	Routine Annual Maintenance
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	31	5/1/25 0:00	5/31/25 23:59	31	Plant 1 Stretford Outage / Unit 2 Overhaul / Unit 2 GSU Refurb / Unit 1 & 2 Steam Strainer Inspection
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	28	5/1/25 0:00	5/31/25 23:59	31	Plant 1 Stretford Outage / Unit 2 Overhaul / Unit 2 GSU Refurb / Unit 1 & 2 Steam Strainer Inspection
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	43	3/1/25 0:00	3/31/25 23:59	31	Plant 2 Stretford / BOP Activities / U4 Steam Strainer Inspections
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/4/25 5:00	10/17/25 18:00	14	Routine Annual Maintenance - GSU Maintenance
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/4/25 5:00	10/4/25 19:00	1	Routine Annual Maintenance - CV Dual Unit Outage Weekend includes CV Dual unit trip tests, fire system maintenance, & MPDD intake trash rack cleaning
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/5/25 5:00	10/5/25 19:00	1	Routine Annual Maintenance - CV Dual Unit Outage Weekend includes CV Dual unit trip tests, fire system maintenance, & MPDD intake trash rack cleaning
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/20/25 7:00	10/31/25 18:00	11	Routine Annual Maintenance
Hydro	Spicer Unit 3	SPICER_1_UNITS	0.5	9/2/25 8:00	9/5/25 18:00	3	NSM3 & Intake Annual Maintenance
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/8/25 8:00	9/12/25 17:00	4	NSM1 Annual Maintenance
Hydro	Spicer Unit 2	SPICER_1_UNITS	2.8	9/15/25 8:00	9/19/25 17:00	4	NSM2 Annual Maintenance