



12745 N. Thornton Road
Lodi, CA 95242

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

LEC PPC Agenda

Subject: July 10, 2023 Lodi Energy Center Project Participant Committee Meeting

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

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

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th 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 Drive, Suite 300 Sacramento, CA 95815	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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

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

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of June 12, 2023 Regular Meeting Minutes and June 26, 2023 Special Meeting Minutes

MONTHLY REPORTS

4. Operational Report for June 2023

5. Market Data Report for June 2023

6. Monthly Asset Report for May 2023

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 2023 – Accept by all Participants

9. Financial Report for May 2023 – 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. Siemens Industry, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Siemens Industry, Inc. for Power Distribution maintenance and support services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 12. Famand, Inc. dba Indoor Environmental Services First Amendment MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services for HVAC services, modifying Exhibit A to add Air Compressors, Dryers, and Preventative Maintenance Programs to the Scope of Work and Exhibit B to reflect changes in pricing, with no change to the contract term or not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 13. PMOA Schedule 6.00** – Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to reflect changes for San Francisco Bay Area Rapid Transit.

Consent Items pulled for discussion: _____

INFORMATIONAL/ DISCUSSION ITEMS

- 14. NCPA 2024 Plant Outage Schedule** – Staff will provide an overview of the draft 2024 Plant Outage Schedule to allow Members to review and provide comments.
- 15. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: August 7, 2023 at 10:00 a.m. Pacific Standard Time.

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



651 Commerce Drive
Roseville, CA 95678

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web www.ncpa.com

LEC PPC Special Meeting Minutes

Date: Monday, June 26, 2023

Time: 1:00 pm Pacific Standard Time

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

Subject: Lodi Energy Center Project Participant Committee Special Meeting

1. Review Safety Procedures

The PPC did not review the NCPA Safety Procedures due to all attendees being present by teleconference.

2. Call Meeting to Order and Roll Call

The PPC special meeting was called to order at 1:02 pm by Chairman Brock Costalupes. He asked that roll be called for the Project Participants as listed below.

PPC Special Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Schmidt	Absent	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Absent	9.5000%
Lompoc - McDonald	Present	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah -	Absent	1.7857%
Summary		
Present	6	77.4536%
Absent	7	22.5464%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	June 26, 2023	

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.

BUSINESS ACTION ITEMS

3. Steam Turbine Gearbox Runtime and Inspection

Rafael Santa presented background regarding the manufacturer's limits for required runtime and testing of the new gearbox. The proposed schedule for running the unit was presented, as well as the timeline for post-run cool down and inspection by Siemens technicians. This schedule was based upon market conditions and the availability of the inspectors. Staff clarified that this would likely be categorized as a forced outage by the CAISO. Financial impacts were discussed. The financials presented captured market losses only, and did not account for possible RAIMM penalties. Members expressed concern with the potential for penalties, as well as the proposed run dates given the increased temperatures forecasted. It was noted that this outage and inspection could be pushed out, however, in order to stay within warranty parameters, the new gearbox can only run for a maximum of 100 hours before it must be inspected. Delaying this outage could result in less favorable market conditions which could increase potential losses, and might also make it difficult to get Siemens inspectors out in a timely manner since they are based in Sweden. The Members discussed the possibility of delaying vs. completing the outage/inspection sooner. The LEC PPC considered the following motion:

Date: 6/12/2023

Motion: Staff is seeking authority from the LEC Project Participants to schedule and dispatch the Project in a way that may be inconsistent with the normal scheduling and bidding principles as set forth in the PMOA Agreement Schedule 1.00 (Scheduling and Dispatch Operations and Economic Criteria), to complete the manufacturer's testing requirements for the steam turbine gearbox.
While NCPA will strive to limit any financial losses that may be incurred while performing such testing and maintenance, the LEC Project Participants acknowledge that scheduling and dispatching the Project to accomplish these goals may result in net financial losses for the project during the testing and maintenance period.

Moved by:

SVP

Seconded by:

PWPRA

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	No	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	5	43.9536%
Total Noes	1	33.5000%
Total Abstain	0	0.0000%
Total Absent	7	22.5464%
Result:	Motion Passes	

Adjournment

The next regular meeting of the PPC is scheduled for Monday, July 10, 2023.

The special meeting was adjourned at 1:53 pm.

Submitted by: Julie Kenkel



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Roseville, CA 95678

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LEC PPC Meeting Minutes

Date: Monday, June 12, 2023

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

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:01 a.m. by Chairman Brock Costalupes He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Schmidt	Absent	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - McDonald	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah -	Absent	1.7857%
Summary		
Present	6	84.9179%
Absent	7	15.0821%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	June 12, 2023	

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 8, 2023 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 6/12/2023

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

Moved by: Lodi

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	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	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	6	84.9179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.0821%
Result:		Motion Passes

MONTHLY REPORTS

4. Operational Reports for May 2023

Ryan Johnson presented the Operational Report for May 2023. There were no OSHA recordable accidents, and no NERC/WECC or permit violations. There were two outages, which were reviewed with the Committee. There will be a 5-day outage to take place in June or July for the gearbox inspection; the outage schedule is dependent on the unit reaching certain operation thresholds (100 hours of operations and 4-6 hours of full steam turbine load). There are no changes to the 2024 outage schedule.

The operational report reflected monthly production of 2,250 MWH, 13 service hours, and equivalent operating availability of 90.6%. The report set for the Capacity Factor @ 302MW Pmax of 1%. There were 4 hot starts, 1 warm start, and 2 cold starts during the month. Staff recommended to discontinue tracking 2.1 (d) ("Hours/days load > 240MW"), as this metric is no longer necessary now that the gearbox has been replaced. There were no objections to this recommendation, and this metric will not be tracked going forward.

5. Market Data Report for May 2023

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 3 out of 29 available days. Most startups were for {mid-term runs, with no 24-hour runs in the month of May.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for April 2023. Rafael reviewed forecast costs versus actual costs for the month. Rafael reviewed the monthly historical comparisons as well as the 12-month history. It was noted that there were no real runs in April due to the regularly scheduled outage.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for May 2023. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items 8 – 19)

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: 6/12/2023

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.:
8. Treasurer's Report for April 2023; **9.** Financial Report for April 2023; **10.** GHG

Reports (excerpted from the Monthly ARB); **11.** Leidos Engineering LLC 5-year MTPSA for transmission and distribution design services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members; **12.** Industrial Air Flow Dynamics, Inc. 5-year MTGSA for seals, expansion joints, and HRSG related services, not to exceed \$4,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members; **13.** Fossil Energy Research Corp dba FERCO 5-year MTPSA for testing services, not to exceed \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members; **14.** Electrical Maintenance Consultants 5-year MTGSA for specialty electrical related services, not to exceed \$5,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members; **15.** Montrose Air Quality Services, LLC 5-year MTCSA for testing services, not to exceed \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members; **16.** Veteran's Industrial Protection, Inc. 5-year MTGSA for fire system maintenance services, not to exceed \$3,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members; **17.** Rescue Solutions, LLC First Amendment to 5-year MTGSA for emergency response and training services, increasing the not to exceed amount from \$500,000 to \$1,500,000, for continued use at all facilities owned and/or operated by NCPA; **18.** Ballard Marine Construction, LLC 5-year MTGSA for underwater maintenance, inspections, and bathymetric survey services, not to exceed \$2,000,000, for use at all facilities owned and/or operated by NCPA; **19.** EverLine Compliance CA, LLC Second Amendment to 5-year MTGSA for pipeline maintenance and operations related services, amending Exhibits A and B to include additional regulatory services and remove usage by NCPA Members, SCPPA and SCPPA Members, 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.

Moved by:
Seconded by:

SVP
Lodi

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	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	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	6	84.9179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.0821%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

20. Siemens Thermal Performance Upgrade Feasibility Study

Rafael Santana reviewed the new technology incorporated in the turbine efficiency package proposed by Siemens Energy, Inc., including benefits from this potential upgrade. The upgrade economics were also reviewed. The study is estimated to take 4-5 months to complete. Staff would like to start the study as soon as possible, so the timing of the upgrade work could be scheduled to take place during upcoming maintenance intervals.

Members stated that they would like to see additional economic data, specifically a better understanding of the assumptions, market implications, and any other impacts. NCPA staff stated they intended to present a more complete economic analysis once they are ready to move forward with seeking approval of the upgrade project, and that the feasibility study would inform those economics. Members expressed a desire to have this information prior to moving forward with approving the feasibility study. Rafael will send out some additional information to project participants, and will bring this item back for discussion in a future meeting.

INFORMATIONAL ITEMS

21. NCPA Inter-Agency Resource Plan (IARP) Update

Rafael Santana and Mike DeBortoli presented an informational-only update regarding the current status of the development of NCPA's Inter-Agency Resource Plan (IARP). They clarified that development of this plan was not a part of any sort of regulatory requirement, and instead the goal of the plan was to find the gap between electrical load needs and available resources in NCPA and NCPA Member energy portfolios, which will create a reference and strategy for development of resources and assist with identifying potential future projects to meet Members' needs. The IARP Deliverables schedule was presented. NCPA anticipates the presenting the final IARP for acceptance/adoption by the Commission in the July 27, 2023 meeting.

22. Additional Operational Updates

Rafael Santana presented an operation update regarding Natural Gas Transportation rates. Background regarding the formation of the NCGC was presented. NCPA and other NCGC

Members are currently operating under extended negotiated rates. NCGC is finalizing a settlement agreement which they intend to file with the CPUC and hope to have approved sometime in Q4 2023. Additional updates will be presented to the Committee as they are available.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, July 10, 2023 at 10:00 a.m.

The meeting was adjourned at 11:10 a.m. Pacific Standard Time.

Submitted by: MICHELLE SCHELLENTRAGER

DRAFT

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 07/10/2023

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

- None

Planned Outage Summaries:

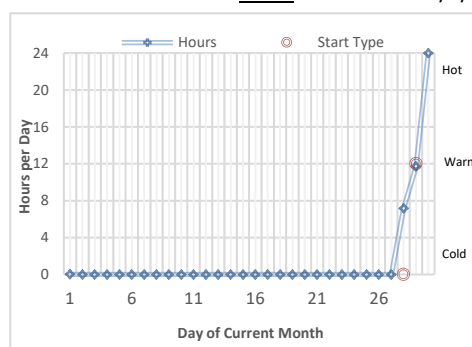
- July 1-6, 2023; Inspect gearbox break-in
- April 1-30, 2024; Steam turbine excitation upgrade, annual maintenance outage

Generating Unit Statistics:**Date:**

6/1/2023

1. Monthly Production 9,804 MWh
2. Productivity Factor
- a. Service Hours 43 Hours
- b. Service Factor 6.0 %
- c. Capacity Factor @ 302MW Pmax 4.5 %

3. Equivalent Operating Availability (EOA) 100.0 %
4. Forced Outage Rate (FOR) 0.0 %



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

MW Range	PMOA HR BTU/kW- Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	6,962	-0.13%	2,935	-\$106
Seg. 4 250 - 275	7081	7,027	-0.76%	3,923	-\$840
Seg. 5 225 - 250	7130	7,130	0.00%	209	\$0
Seg. 6 200 - 225	7200	7,216	0.22%	448	\$29
Seg. 7 175 - 225	7450	7,541	1.23%	451	\$165
Seg. 8 165 - 175	7760	7,750	-0.13%	1,289	-\$51
	7,164	7,144	-0.28%	9,255	-\$804

6. AGC Control Deviation

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

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	1	1
Start Time Benchmark (Minutes)	20		
Start Time Actual (Average Minute)	0	17	18
Start Time Deviation (%)	0%	-15%	-10%
Start Fuel Benchmark (mmBTU)	250		
Start Fuel Actual (Average mmBTU)	0	187	199
Fuel Deviation (%)	0%	-25%	-21%
Costs of Fuel Deviations (\$)	\$0	-\$252	-\$206



LEC PPC Meeting

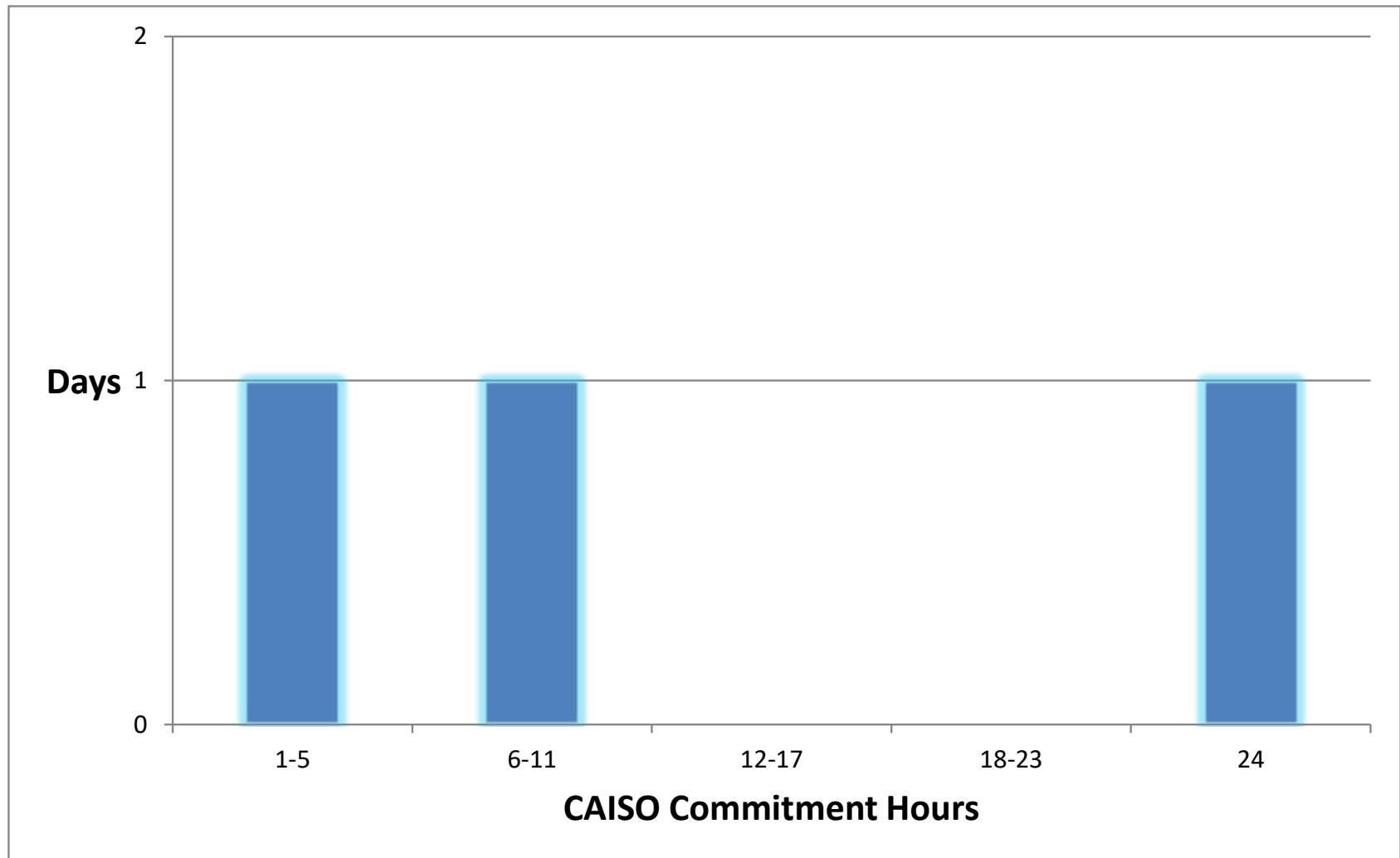
July 10, 2023

June 2023 Market Financial Results

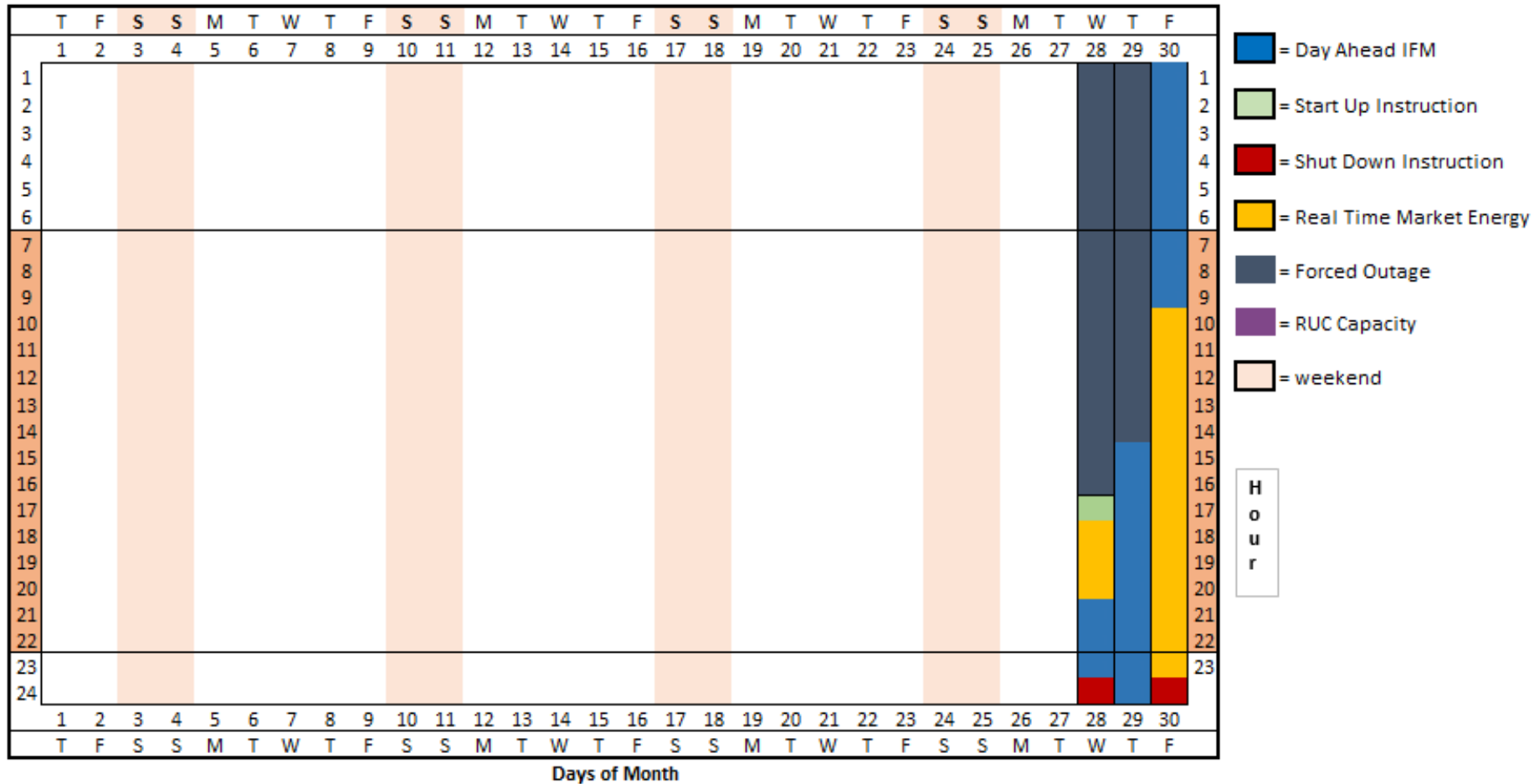
LEC Operational Results for June 2023

- Resource Adequacy Availability Metrics:
 - 80.9% - Monthly Assessment Generic Performance
 - 72.3% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Non-Availability Charges:
 - \$59k for Generic RA based on claimed 115.99 MW
 - \$77k for Flexible RA based on claimed 92.22 MW
- LEC was committed by CAISO for Market energy 3 days of 30 available days
 - Twenty-seven (27) days where LEC was uneconomic
 - There were two (2) starts during the month

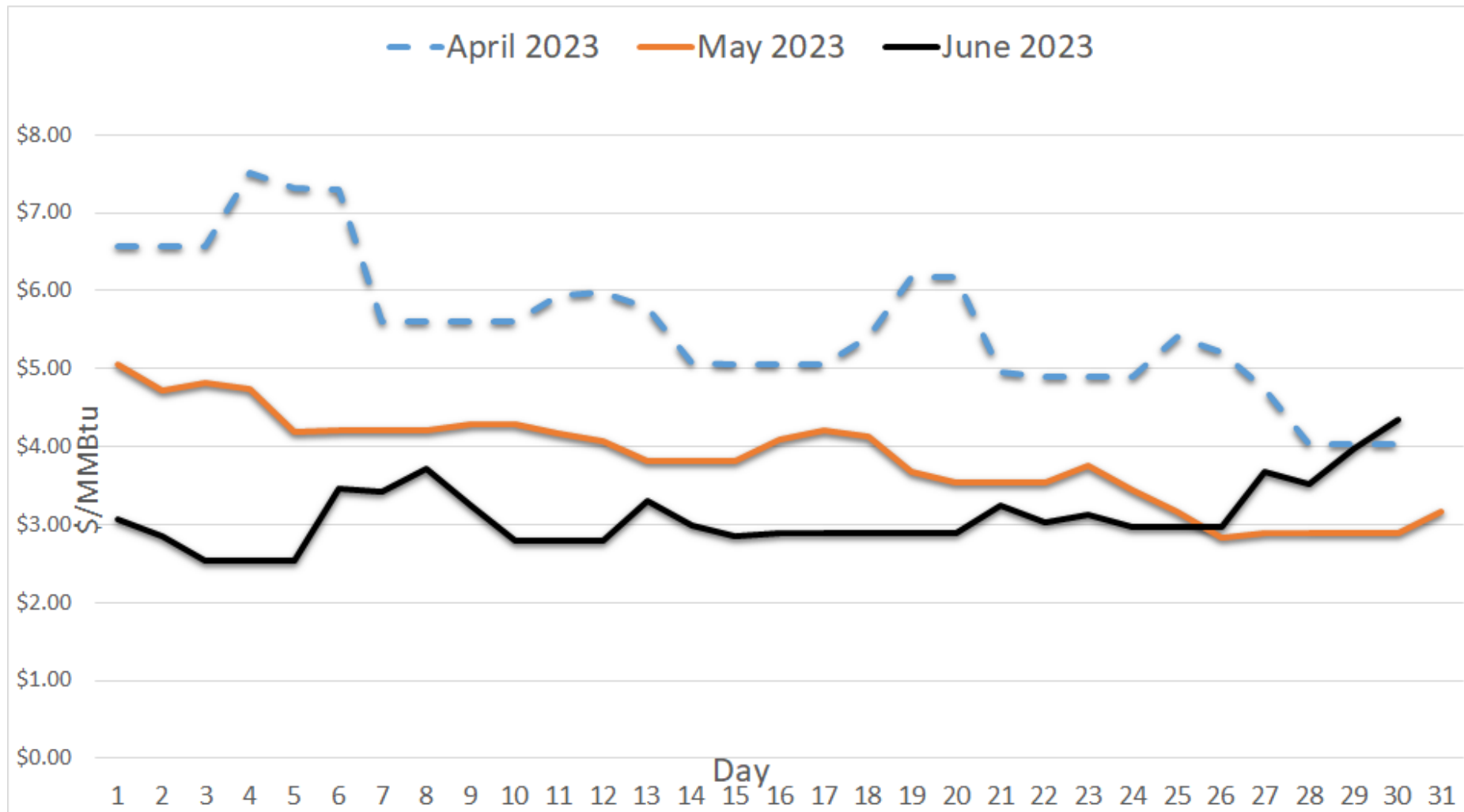
Frequency Tabulation of Daily CAISO commitment hours for June 2023



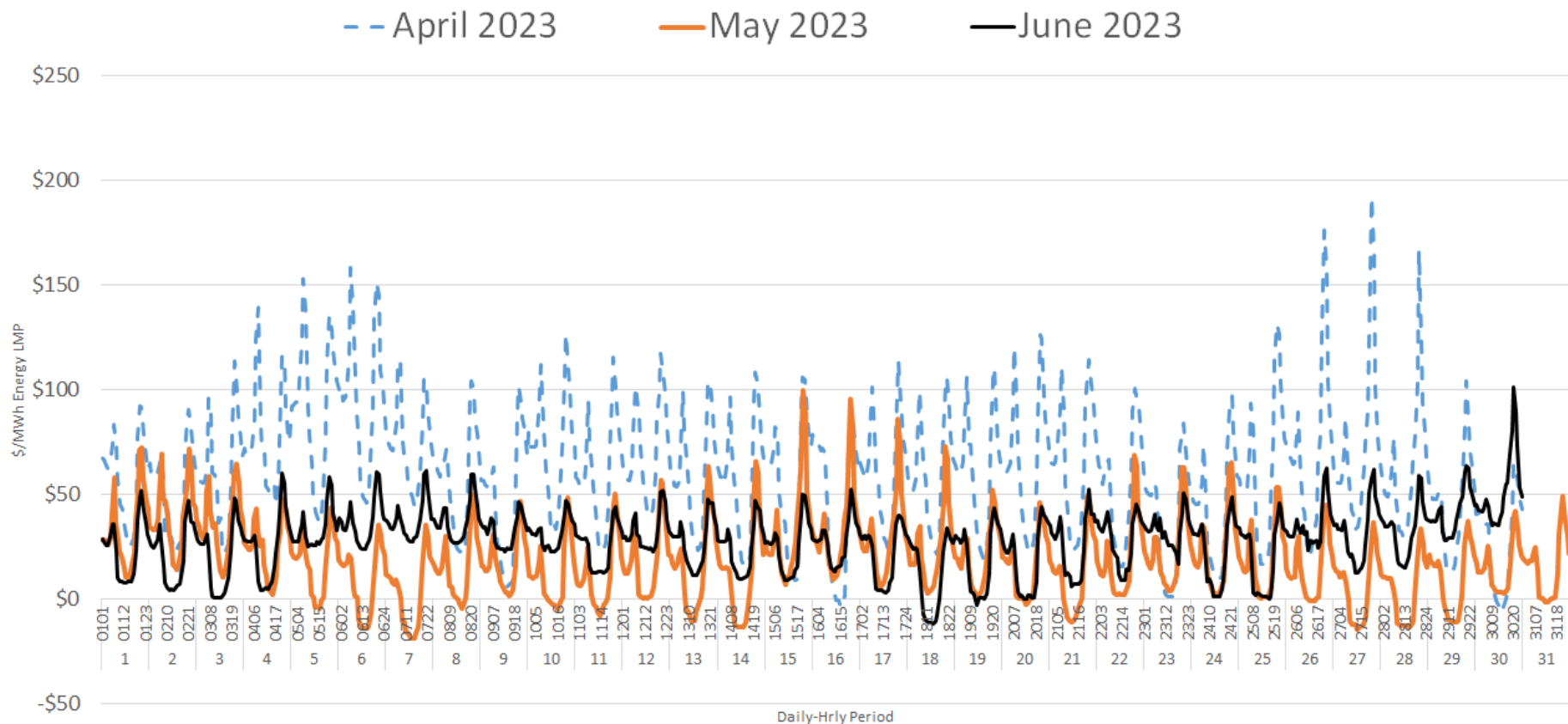
Daily CAISO Commitment Runs for June 2023



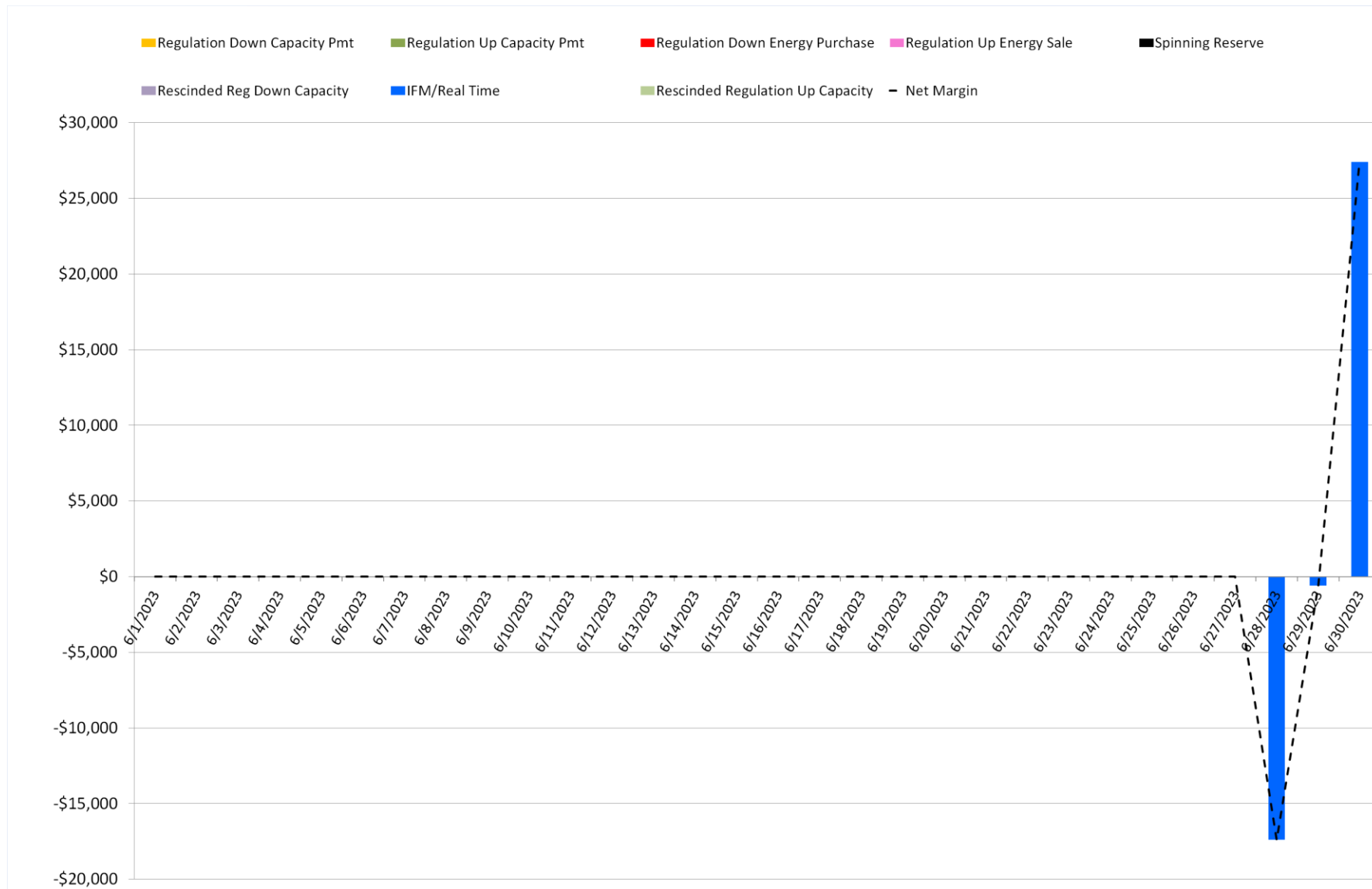
June 2023 Daily PG&E City Gate Gas Index



DA Energy LMP values by Month



June 2023 LEC Daily Margin Profile by Product



June 2023 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	522,500	
Regulation Up Capacity	\$	-	
Regulation Down Capacity	\$	-	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 522,500
LEC CAISO GMC Costs	\$	(3,700)	
CAISO Energy & Capacity Buyback Costs	\$	(20,400)	
Total Monthly LEC Fuel Cost	\$	(321,500)	
Total Monthly GHG Obligation	\$	(129,700)	
Variable Operations & Maintenance Cost	\$	(37,800)	
Total Gross Costs			\$ (513,100)
Cumulative Monthly Margin			\$ 9,400
1 Days of Accrued LT Maintenance Costs	\$	(15,181)	
Net Cumulative Monthly Margin			\$ (5,781)
Average Net Margin \$/MWh	\$		(0.59)

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

June 2023 Cost of Congestion Component

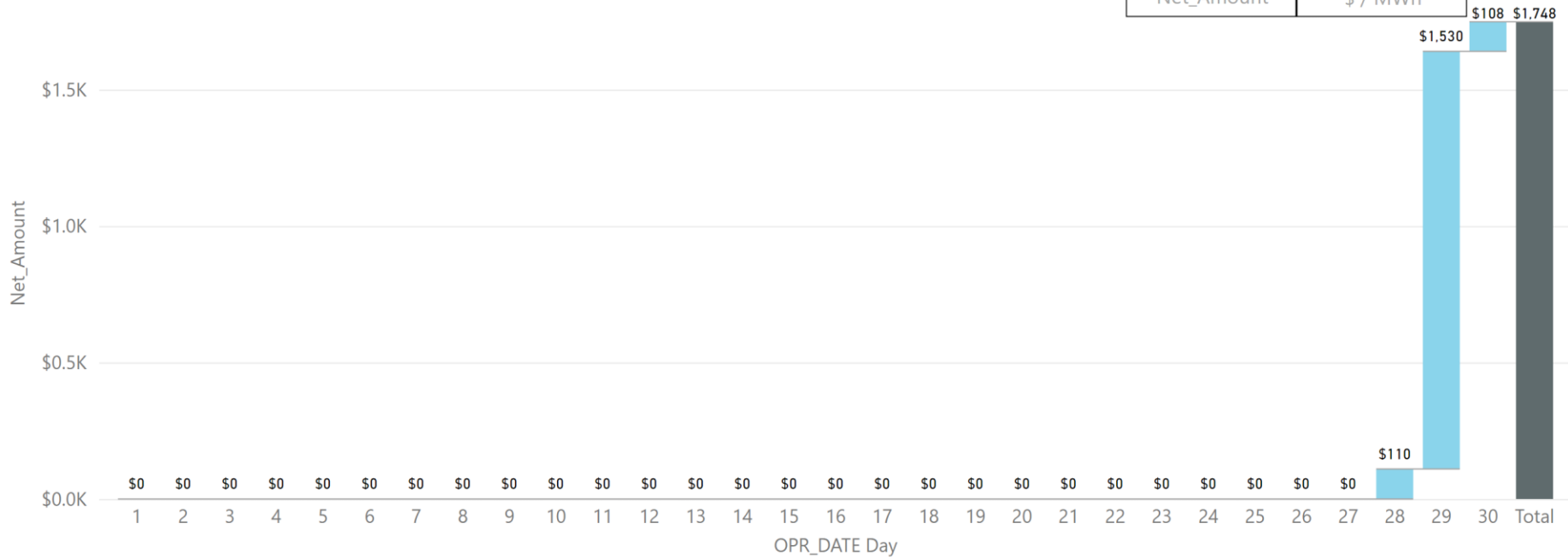
● Increase ● Decrease ● Total

\$1,748

Net_Amount

\$0.18

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

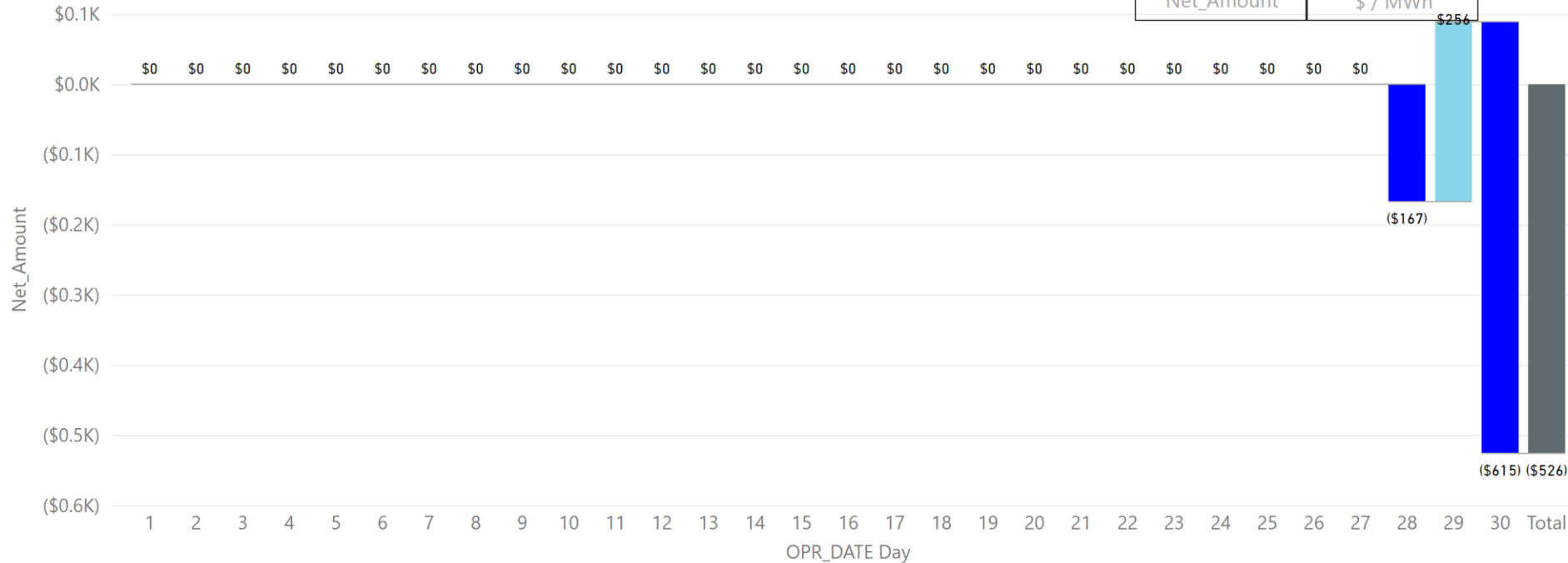
June 2023 Cost of Loss Component

(\$526)

Net_Amount

(\$0.05)

\$ / MWh



NP15_Cost and LEC_Cost by Day

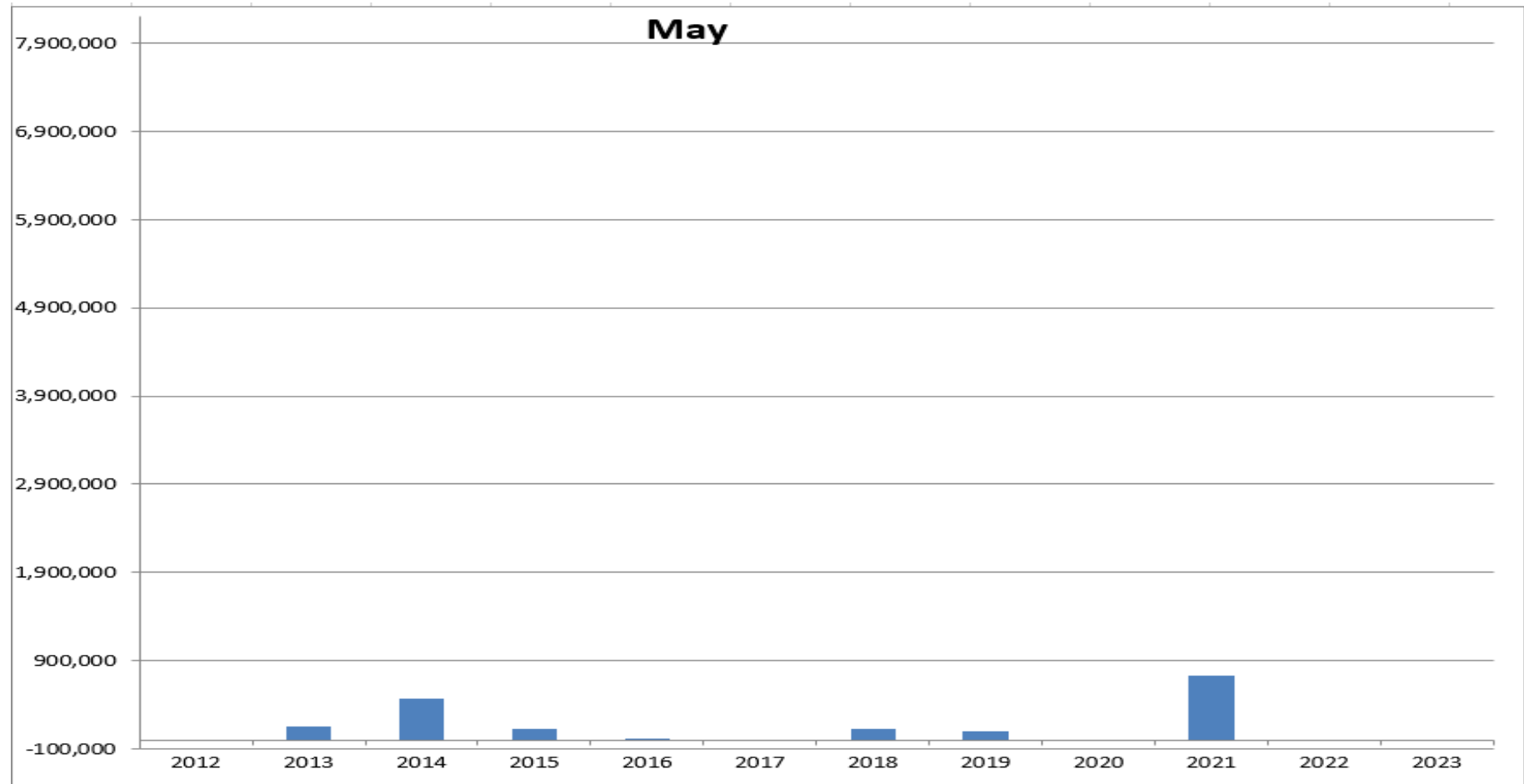
● NP15_Cost ● LEC_Cost



May Asset Report

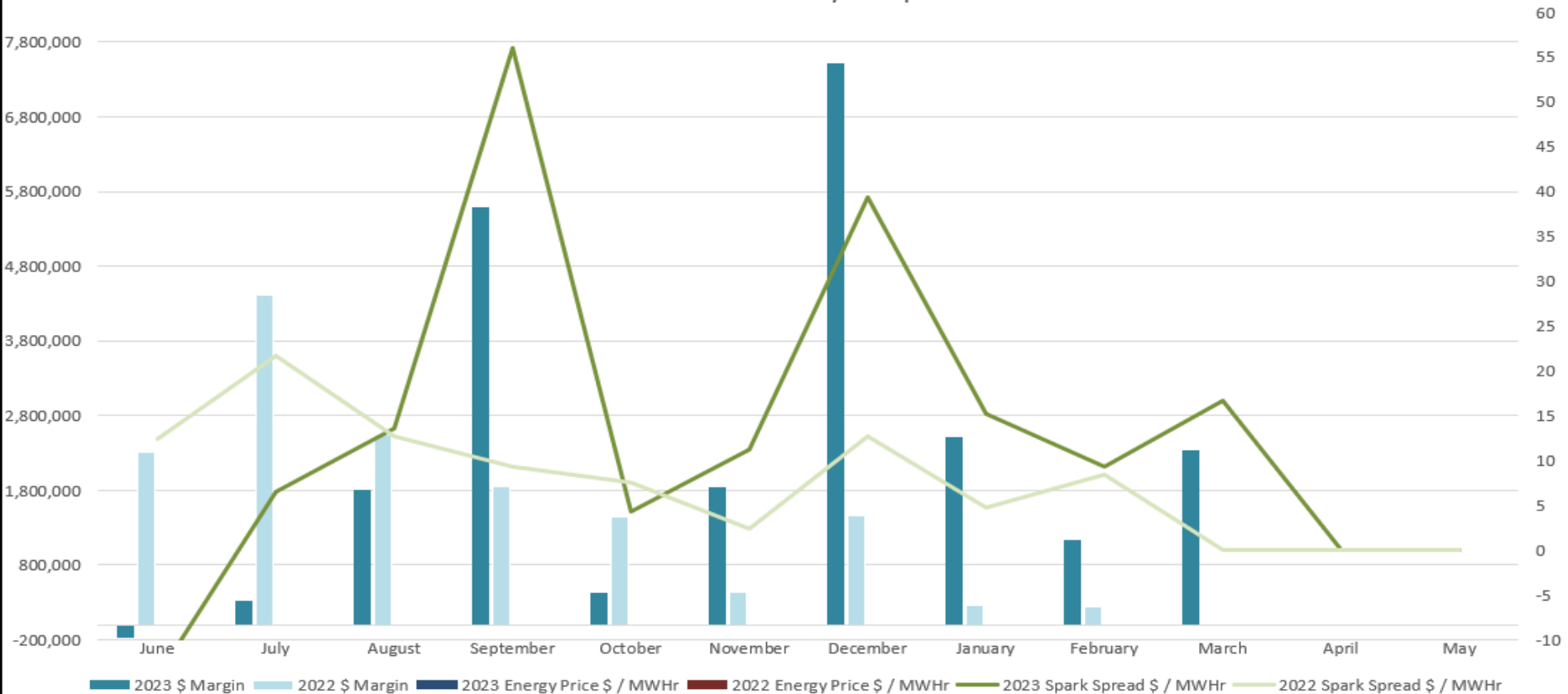
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	389,329	6,992,439	4,299,991	(6,594,110)	-94%	Soft Market, Abundance of Hydro. Energy Sales down 96%
VOM	401,771	6,949,654	2,328,578	(6,547,884)	-94%	C.F. and Power Produced down 98%
Fixed	1,249,451	1,019,532	999,532	229,919	23%	Outage Costs and Outage OT
Projects	1,111,308	279,280	279,280	832,028	298%	Maint. Outage Costs
A&G	224,210	224,217	224,217	(7)	0%	
Debt	2,166,350	2,166,350	2,166,350	(0)	0%	
Net Cost	(4,754,761)	(3,646,595)	(1,697,967)	(1,108,166)	30%	
Net Annual Cost		(22,012,578)	4,709,224	(\$26,721,802)		
				Above budget by 567.44%		

Historical Margins



- May 2022 outage and May 2023 soft market due to an abundance of Hydro

Historical Monthly Comparison



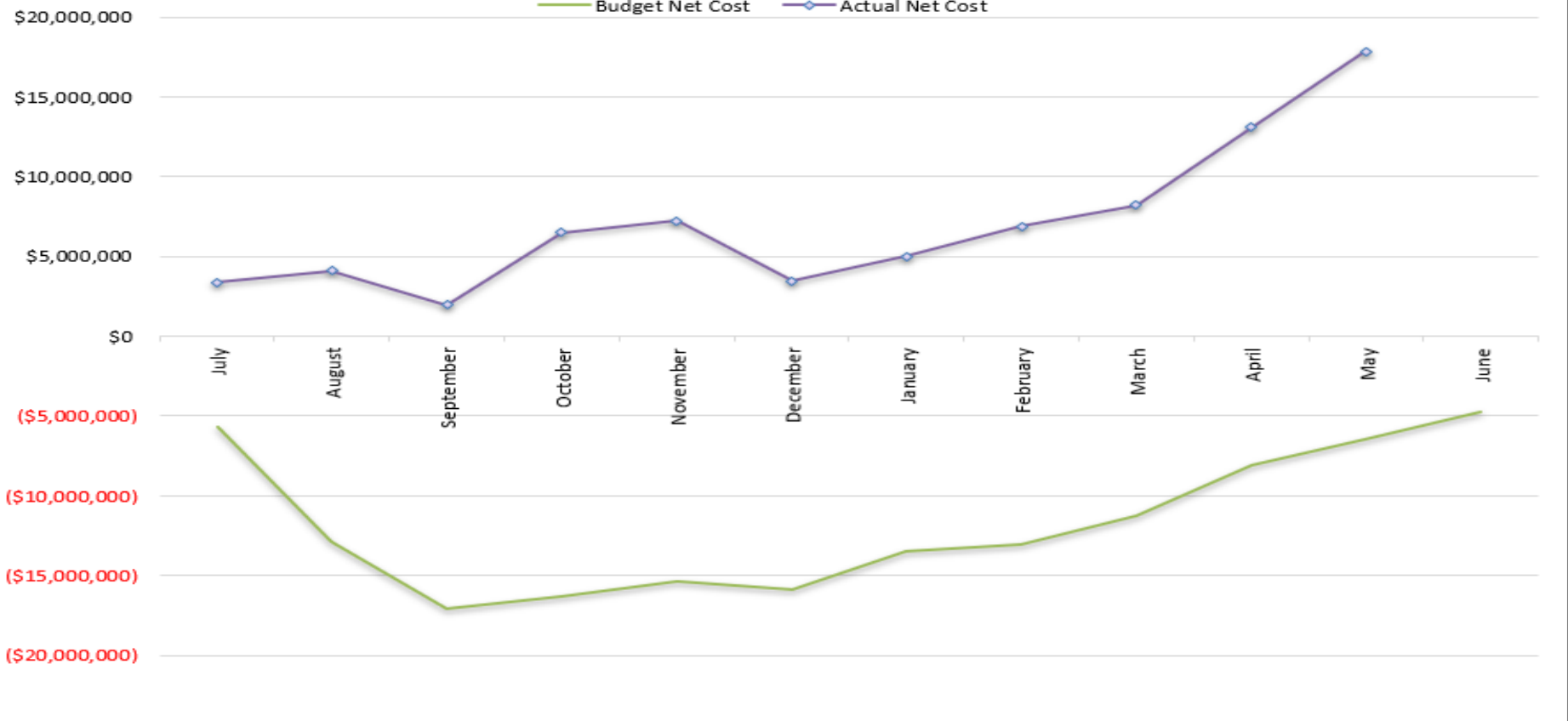
* Spark Spread (May 2023) vs. (April 2023) @ \$0 \$/MWhr, no change

* Apr 2022 Spark Spread was @ \$0 \$/MWhr

* Margin comparison from May 2022 (\$0) vs May 2023 (\$0)

Cumulative Net Cost

— Budget Net Cost —◆— Actual Net Cost



	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2023 Budget	Percent Used	Comments
VOM	4,095,484	12,532,232	10,546,727	8,160,201	14,074,428	45,954,494	23,959,683	9,641,318	10,814,252	1,059,643	401,771	7,245,371	148,485,603	94,127,609	157.7%	
Capacity Factor	23%	60%	46%	45%	75%	85%	74%	60%	63%	0%	1%	50%	48%	48%	100.0%	
Fuel Consumed (mmBTU, estimated)	383,556	967,914	736,096	727,663	1,159,760	1,357,546	1,180,502	876,211	1,006,980	379	20,505	801,736	9,218,848	11,557,251	79.8%	
Avg Fuel Cost (\$/mmBTU)	8.02	10.24	9.82	8.09	10.09	31.00	16.88	8.72	8.29	6.85	4.68	6.16	13.11	5.61	233.7%	
Power Produced (MWhr, estimated)	50,612	133,579	100,059	100,923	163,586	191,229	166,180	121,813	140,241	43	2,250	108,342	1,278,857	1,627,093	78.6%	
Avg Power Price (\$/MWhr)	94.27	108.38	163.05	79.50	100.32	281.24	155.44	91.37	96.15	67.05	126.34	62.54	133.94	74.75	179.2%	
Operations / Variable / LTSA	61,202	505,263	199,312	966,327	78,481	342,047	1,282,613	146,174	244,728	1,056,402	62,511	742,419	5,687,479	6,088,236	93.4%	
Fuel (estimated)	3,077,263	9,916,156	7,228,629	5,884,049	11,700,884	42,083,647	19,923,300	7,641,882	8,349,185	2,597	95,982	4,936,672	120,840,245	64,819,215	186.4%	
AB32 GHG Offset (estimated)	608,065	1,590,908	1,085,290	1,093,708	1,732,208	2,041,050	1,902,939	1,401,275	1,673,590	635	35,072	1,368,555	14,533,295	20,249,959	71.8%	
CA ISO Charges (estimated)	348,954	519,905	2,033,496	216,117	562,855	1,487,750	850,831	451,987	546,749	9	208,206	197,724	7,424,583	2,970,199	250.0%	
Routine O&M (Fixed)	1,488,545	341,261	1,087,702	1,473,470	937,987	1,591,776	1,049,669	968,503	902,793	1,419,319	1,249,451	1,279,406	13,789,882	12,741,784	108.2%	
Maintenance / Fixed	511,311	-394,386	390,161	784,407	263,116	694,287	362,151	342,376	300,774	522,918	459,851	265,863	4,502,829	3,151,902	142.9%	LEC Outage
Administration	8,661	7,798	6,346	5,837	20,556	20,439	12,876	4,085	9,243	12,154	4,259	10,000	122,254	195,869	62.4%	
Mandatory Costs	57,504	32,740	17,496	12,537	4,861	24,562	8,850	15,926	6,532	43,277	35,775	26,880	286,940	365,380	78.5%	
Inventory Stock	0	0	0	0	0	-2,229	0	7,159	0	0	0	0	4,930	-	0.0%	
Labor	680,683	430,671	430,326	418,394	405,326	624,331	423,775	363,130	331,246	598,869	515,169	733,677	5,955,597	6,112,796	97.4%	Outage OT
Insurance	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	1,313,904	1,313,901	100.0%	
Power Management & Settlements	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	1,450,728	1,450,728	100.0%	
Other Costs	0	34,052	12,987	21,909	13,742	0	11,631	5,441	24,612	11,715	4,011	12,601	152,701	151,208	101.0%	
Projects	192,549	-14,837	214,028	638,342	-185,137	172,468	118,016	181,857	887,572	153,924	1,111,308	279,280	3,749,370	3,631,362	103.2%	
Maintenance Reserve	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	2,008,392	2,008,392	100.0%	
Operations & Maintenance Projects	25,183	-182,203	46,662	14,745	39,113	5,102	28,973	14,491	720,206	-13,442	882,091	111,914	1,692,835	1,342,970	126.1%	Maint. Outage Costs
Capital Projects	0	0	0	456,231	-391,616	0	-78,323	0	0	0	61,851	0	48,143	280,000	17.2%	
A&G	224,210	224,210	224,210	224,210	224,210	224,210	224,210	224,210	224,210	224,210	224,210	224,217	2,690,527	2,690,608	100.0%	
Administrative & General (Allocated)	189,197	189,197	189,197	189,197	189,197	189,197	189,197	189,197	189,197	189,197	189,197	189,198	2,270,365	2,270,375	100.0%	
Generation Services Shared	35,013	35,013	35,013	35,013	35,013	35,013	35,013	35,013	35,013	35,013	35,013	35,019	420,162	420,233	100.0%	
Total O&M Cost	6,000,788	13,082,866	12,072,667	10,496,223	15,051,488	47,942,948	25,351,578	11,015,888	12,828,827	2,857,096	2,986,740	9,028,274	168,715,382	113,191,363	149.1%	
Debt Service	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	25,996,200	25,996,203	100.0%	
Revenues	4,796,596	14,514,876	16,379,659	8,105,410	16,509,933	53,886,357	25,969,377	11,276,672	13,686,360	119,380	398,329	7,056,056	172,699,005	143,896,790	120.0%	
ISO Energy Sales (estimated)	4,771,209	14,476,684	16,314,404	8,023,396	16,411,049	53,782,014	25,831,649	11,130,188	13,484,854	2,883	284,258	6,776,067	171,288,655	121,619,515	140.8%	
Other Income	25,387	38,192	65,255	82,014	98,884	104,343	137,728	146,484	201,506	116,497	114,071	279,989	1,410,350	22,277,275		
Net	(\$3,370,542)	(\$734,340)	\$2,140,642	(\$4,557,163)	(\$707,905)	\$3,777,059	(\$1,548,551)	(\$1,905,566)	(\$1,308,817)	(\$4,904,066)	(\$4,754,761)	(\$4,138,568)	(\$22,012,578)	\$4,709,224	Above budget by 567.44%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: July 10, 2023
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended May 31, 2023

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 \$7,063,617.

Investments - The carrying value of the LEC's investment portfolio totaled \$42,619,935 at month end. The current market value of the portfolio totaled \$41,220,323.

The overall portfolio had a combined weighted average interest rate of 1.725% with a bond equivalent yield (yield to maturity) of 1.716%. Investments with a maturity greater than one year totaled \$19,014,000. During the month \$16,552,226 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 22 basis points from 5.15% to 5.37% and rates on one year T-Bills increased 43 basis points from 4.72% to 5.15%.

To the best of my knowledge and belief, all securities held by LEC as of May 31, 2023 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, 2023

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INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
May 31, 2023**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 7,063,617	\$ 15,439,083	\$ 22,502,700	45.29%	\$ 15,439,083
Debt Service Reserve	-	12,669,712	12,669,712	25.51%	12,170,620
O & M Reserve	-	14,345,920	14,345,920	28.87%	13,445,400
	7,063,617	42,454,715	49,518,332	99.67%	41,055,103
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	165,220	165,220	0.33%	165,220
Participant Deposit Account	-	-	-	-	-
	\$ 7,063,617	\$ 42,619,935	\$ 49,683,552	100.00%	\$ 41,220,323

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
May 31, 2023

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ -	\$ 18,580,000	\$ -	\$ (13,253,058)	\$ 1,736,379	\$ 7,063,321
Debt Service Reserve	-	-	3,267,000	-	(3,267,000)	-	-
O & M Reserve	-	32,168	-	-	(32,168)	-	-
	-	32,168	21,847,000	-	(16,552,226)	1,736,379	7,063,321
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	721	-	-	(721)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 32,889	\$ 21,847,000	\$ -	\$ (16,552,947)	\$ 1,736,379	\$ 7,063,321

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, 2023

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 13,253,058	\$ (18,580,000)	\$ 78,692	\$ -	\$ -	\$ (5,248,250)
Debt Service Reserve	3,267,000	(3,267,000)	12,038	-	-	12,038
O & M Reserve	32,168	-	(448)	-	-	31,720
	<u>16,552,226</u>	<u>(21,847,000)</u>	<u>90,282</u>	<u>-</u>	<u>-</u>	<u>(5,204,492)</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	721	-	-	-	-	721
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 16,552,947</u>	<u>\$ (21,847,000)</u>	<u>\$ 90,282</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (5,203,771)</u>

Less Non- Cash Activity

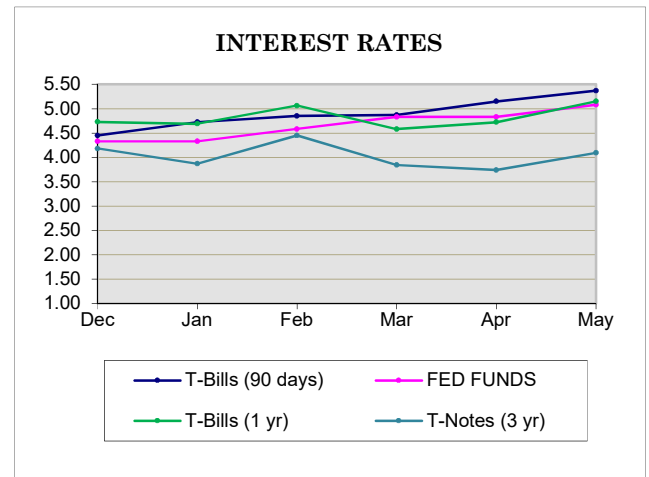
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>(90,282)</u>
Net Change in Investment –Before Non-Cash Activity	<u>\$ (5,294,053)</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
May 31, 2023

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.725%	1.716%
Debt Service Account	0.672%	0.687%
Debt Service Reserve	2.212%	2.211%
O & M Reserve	2.389%	2.347%
GHG Cash Account	4.970%	4.970%

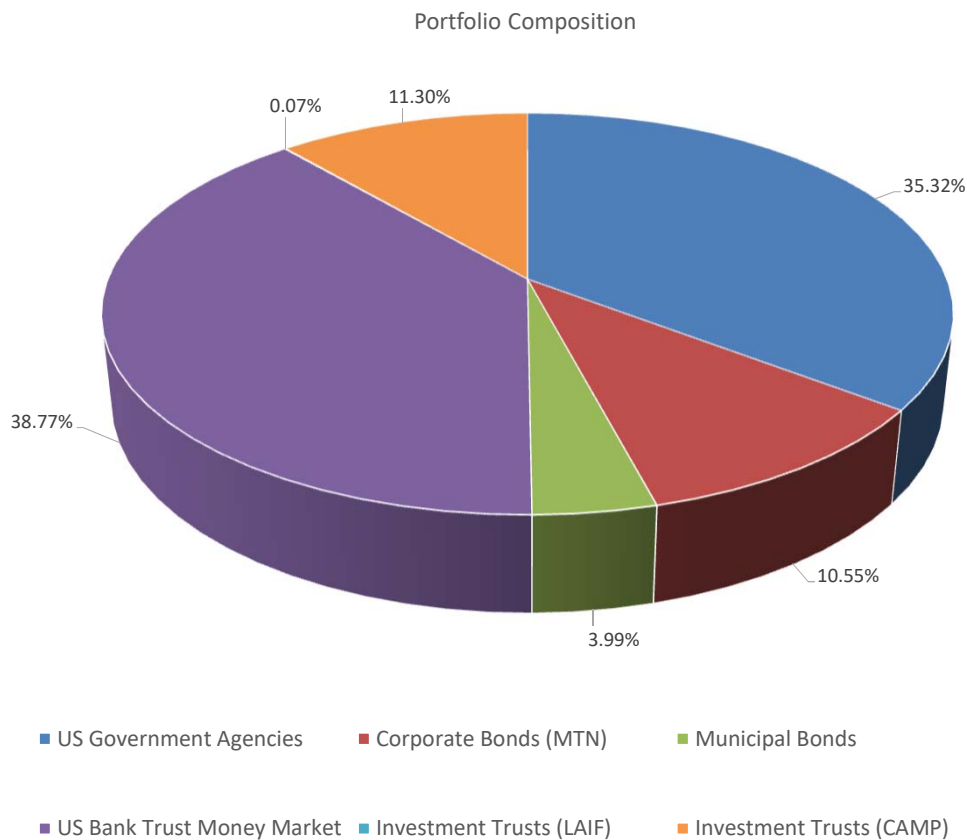
KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	5.08%	0.83%
T-Bills (90da.)	5.37%	1.07%
Agency Disc (90da.)	5.19%	1.20%
T-Bills (1yr.)	5.15%	2.02%
Agency Disc (1yr.)	5.05%	2.07%
T-Notes (3yr.)	4.09%	2.67%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
May 31, 2023**

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	\$ 2,185	\$ -	\$ -	\$ -	\$ 50	\$ 12,820	\$ -	\$ 15,055	35.32%
Corporate Bonds (MTN)	-	-	-	-	-	4,494	-	4,494	10.55%
Municipal Bonds	-	-	-	-	-	1,700	-	1,700	3.99%
US Bank Trust Money Market	16,523	-	-	-	-	-	-	16,523	38.77%
Investment Trusts (LAIF)	29	-	-	-	-	-	-	29	0.07%
Investment Trusts (CAMP)	4,815	-	-	-	-	-	-	4,815	11.30%
Total Dollars	\$ 23,552	\$0	\$0	\$0	\$ 50	\$19,014	\$0	\$ 42,616	100.00%
Total Percents	55.27%	0.00%	0.00%	0.00%	0.12%	44.61%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

05/31/2023

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	5,677,682	0.010		5,677,682		1	0.010	5,677,682	SYS79004	79004	5,677,682
Federal Home Loan Ba	USBT	727,000	4.690	03/28/2023	720,844	06/01/2023	0	4.795	727,000	313384GH6	27568	727,000
Fund Total and Average		\$ 6,404,682	0.541		\$ 6,398,526		1	0.553	\$ 6,404,682			\$ 6,404,682

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	7,576,401	0.010		7,576,401		1	0.010	7,576,401	SYS79012	79012	7,576,401
Federal Home Loan Ba	USBT	786,000	4.689	03/28/2023	779,344	06/01/2023	0	4.795	786,000	313384GH6	27569	786,000
Fund Total and Average		\$ 8,362,401	0.450		\$ 8,355,745		1	0.460	\$ 8,362,401			\$ 8,362,401

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	672,000	4.689	03/28/2023	666,309	06/01/2023	0	4.795	672,000	313384GH6	27570	672,000
Fund Total and Average		\$ 672,000	4.690		\$ 666,309		0	4.796	\$ 672,000			\$ 672,000
GRAND TOTALS:		\$ 15,439,083	0.672		\$ 15,420,580		1	0.687	\$ 15,439,083.			\$ 15,439,083

*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 05/31/2023



Northern California Power Agency
Treasurer's Report
05/31/2023

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	285	0.010		285		1	0.010	285	SYS79005	79005	285
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	470	4.468	19,972	3130ATVD6	27586	20,099
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	942	5.010	4,758,624	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,005	0.840	3,986,911	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,107	0.799	135,834	3130AN4T4	27270	150,334
Fund Total and Average		\$ 9,400,285	2.978		\$ 9,400,920		973	2.976	\$ 8,901,626			\$ 9,400,718

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,311,837	0.010		2,311,837		1	0.010	2,311,837	SYS79006	79006	2,311,837
Fund Total and Average		\$ 2,311,837	0.010		\$ 2,311,837		1	0.010	\$ 2,311,837			\$ 2,311,837

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	957,157	0.010		957,157		1	0.010	957,157	SYS79013	79013	957,157
Fund Total and Average		\$ 957,157	0.010		\$ 957,157		1	0.010	\$ 957,157			\$ 957,157
GRAND TOTALS:		\$ 12,669,279	2.212		\$ 12,669,914		722	2.211	\$ 12,170,620.			\$ 12,669,712

*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 05/31/2023

Callable Dates:

Inv #

27199	FFCB	Anytime
27506	FHLMC	12/29/2023



Northern California Power Agency
Treasurer's Report
05/31/2023

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70047	70047	0
First American Govt.	USBGC	28,993	4.690		28,993		1	4.690	28,993	SYS70041	70041	28,993
California Asset Mgm	CMP	4,650,189	4.970	09/09/2022	4,650,189		1	4.970	4,650,189	SYS70075	70075	4,650,189
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	272	5.143	49,920	3133EPCB9	27557	49,993
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	549	1.776	453,375	14912L6G1	26952	474,809
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	761	0.610	458,415	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	789	0.579	914,990	3136G4D75	27047	1,000,432
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	809	0.600	913,710	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	851	0.530	681,660	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	851	0.530	608,950	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	983	0.699	454,680	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,064	1.200	435,630	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,141	1.050	893,010	57629WDE7	27250	1,004,553
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,182	1.250	87,264	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,201	1.227	447,775	14913R2Q9	27290	498,774
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,242	1.567	767,593	872898AA9	27335	855,045
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,257	1.490	463,747	74460DAG4	27310	515,167
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,257	1.475	958,111	74460DAG4	27341	1,064,863
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,461	3.654	177,388	088006KB6	27424	183,102
Fund Total and Average		\$ 14,343,182	2.389		\$ 14,369,039		674	2.347	\$ 13,445,400			\$ 14,345,920
GRAND TOTALS:		\$ 14,343,182	2.389		\$ 14,369,039		674	2.347	\$ 13,445,400.			\$ 14,345,920

*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 05/31/2023

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
05/31/2023

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	1.329		0		1	1.329	0	SYS70046	70046	0
California Asset Mgm	CMP	165,220	4.970	09/13/2022	165,220		1	4.970	165,220	SYS70077	70077	165,220
Fund Total and Average		\$ 165,220	4.970		\$ 165,220		1	4.970	\$ 165,220			\$ 165,220
GRAND TOTALS:		\$ 165,220	4.970		\$ 165,220		1	4.970	\$ 165,220.			\$ 165,220

*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 05/31/2023



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: July 10, 2023

To: Lodi Energy Center Project Participant Committee

Subject: May 31, 2023 Financial Reports (Unaudited)

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

	May	
	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 165,220	\$ 461,113
Interest receivable	25,823	25,417
Inventory and supplies - at average cost	2,635,210	4,961,656
Prepaid insurance	844,809	566,030
Due from (to) Agency, net	6,382,559	6,350,244
TOTAL CURRENT ASSETS	10,053,621	12,364,460
RESTRICTED ASSETS		
Cash and cash equivalents	31,008,161	27,436,707
Investments	19,067,171	18,650,998
Interest receivable	111,575	51,260
TOTAL RESTRICTED ASSETS	50,186,907	46,138,965
ELECTRIC PLANT		
Electric plant in service	447,458,697	410,254,381
Less: accumulated depreciation	(137,207,059)	(121,989,548)
TOTAL ELECTRIC PLANT	310,251,638	288,264,833
OTHER ASSETS		
Regulatory assets	29,192,882	29,281,567
TOTAL OTHER ASSETS	29,192,882	29,281,567
TOTAL ASSETS	399,685,048	376,049,825
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	546,901	883,219
Asset retirement obligations	196,881	191,927
TOTAL DEFERRED OUTFLOWS OF RESOURCES	743,782	1,075,146
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 400,428,830	\$ 377,124,971

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

	May	
	2023	2022
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 98,411	\$ 5,753
Operating reserves	16,771,199	15,327,833
Current portion of long-term debt	13,842,676	12,880,000
Accrued interest payable	9,372,671	8,673,808
TOTAL CURRENT LIABILITIES	40,084,957	36,887,394
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	711,668	474,528
Asset retirement obligations	196,881	191,927
Long-term debt, net	315,948,765	293,655,000
TOTAL NON-CURRENT LIABILITIES	316,857,314	294,321,455
TOTAL LIABILITIES	356,942,271	331,208,849
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	37,974,914	38,587,780
NET POSITION		
Invested in capital assets, net of related debt	(6,323,190)	(6,289,101)
Restricted	13,798,605	14,063,147
Unrestricted	(1,963,770)	(445,704)
TOTAL NET POSITION	5,511,645	7,328,342
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 400,428,830	\$ 377,124,971

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

	Eleven Months Ended May	
	2023	2022
SALES FOR RESALE		
Participants	\$ 14,773,469	\$ 17,985,513
Other	166,704,755	84,147,339
TOTAL SALES FOR RESALE	181,478,224	102,132,852
OPERATING EXPENSES		
Operations	146,559,723	80,451,990
Depreciation	12,972,784	12,971,365
Purchased power	8,048,077	2,747,392
Maintenance	7,133,678	6,909,983
Administrative and general	5,138,225	5,273,942
Transmission	883,248	521,414
Intercompany (sales) purchases	324,903	362,446
TOTAL OPERATING EXPENSES	181,060,638	109,238,532
NET OPERATING REVENUES	417,586	(7,105,680)
OTHER REVENUES (EXPENSES)		
Interest expense	(11,968,056)	(12,308,370)
Interest income	2,537,852	251,814
Amortization	-	-
Insurance reimbursements	-	-
Other	8,023,803	10,090,471
TOTAL OTHER REVENUES (EXPENSES)	(1,406,401)	(1,966,085)
FUTURE RECOVERABLE AMOUNTS	(522,761)	(520,392)
REFUNDS TO PARTICIPANTS	80,601	459,473
INCREASE IN NET POSITION	(1,430,975)	(9,132,684)
NET POSITION		
Beginning of year	6,942,620	16,461,026
End of period	\$ 5,511,645	\$ 7,328,342

**Lodi Energy Center
FY 2023 Operating Costs
As of May 31, 2023**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 6,088,236	\$ 4,945,209	\$ 1,143,027	19%	A
Fuel & LDC Costs	64,819,215	121,026,038	(56,206,823)	0%	
GHG Allowance Costs	20,249,959	14,173,990	6,075,969	30%	
CA ISO Charges	1,080,335	883,248	197,087	18%	
CA ISO Energy Purchases	1,889,864	8,048,077	(6,158,213)	0%	
Total Variable Costs	94,127,609	149,076,562	(54,948,953)	0%	B
Routine O&M Costs					C
Fixed O&M	3,151,902	4,237,045	(1,085,143)	0%	
Administration	195,869	112,254	83,615	43%	
Mandatory Costs	365,380	260,059	105,321	29%	
Routine O&M Costs without Labor	3,713,151	4,614,288	(901,137)	0%	
Labor	6,112,796	5,221,922	890,874	15%	
Total Routine O&M Cost	9,825,947	9,836,210	(10,263)	0%	
Other Plant Costs					
Debt Service	25,996,203	23,829,854	2,166,349	8%	
Insurance	1,313,901	1,204,409	109,492	8%	
Other Costs	151,208	140,099	11,109	7%	
Generation Services Shared	420,233	385,143	35,090	8%	
Administrative & General (Allocated)	2,270,375	2,081,166	189,209	8%	
Power Management Allocated Costs	1,450,728	1,329,834	120,894	8%	
Total Other Plant Costs	31,602,648	28,970,505	2,632,143	8%	
Total O&M Costs	135,556,204	187,883,277	(52,327,073)	0%	
Projects					
Operations & Maintenance	1,342,970	1,580,921	(237,951)	0%	
Capital	280,000	48,144	231,856	83%	
Maintenance Reserve	2,008,392	1,841,026	167,366	8%	
Total Projects	3,631,362	3,470,091	161,271	4%	
Annual Cost	139,187,566	191,353,368	(52,165,802)	0%	
Less: Third Party Revenue					
Interest Income	250,000	1,129,734	(879,734)	0%	
ISO Energy Sales	121,619,515	166,181,191	(44,561,676)	0%	
Ancillary Services Sales	2,317,565	523,564	1,794,001	77%	
Other Income	-	9,519	(9,519)	0%	
	124,187,080	167,844,008	(43,656,928)	0%	
Net Annual Cost to Participants (without GHG Transfer Credits)	15,000,486	23,509,360	(8,508,874)		
GHG Allowance Credits	19,709,710	14,173,990	5,535,720	28%	
Net Annual Cost to Participants (with GHG Transfer Credits)	\$ (4,709,224)	\$ 9,335,370	\$ (14,044,594)	298%	
Total Variable Costs	94,127,609	149,076,562	(54,948,953)		
Total Fixed Costs	45,059,957	42,276,806	2,783,151		
	\$ 139,187,566	\$ 191,353,368	\$ (52,165,802)		
Net Cumulative Generation (MWh)	1,626,895	1,170,505			
Total O&M Cost Per MWh	\$ 83.32	\$ 160.51			
Net Annual Cost Per MWh	\$ (2.89)	\$ 7.98			
Net Annual Cost Per KW Month	\$ (1.30)	\$ 2.58			

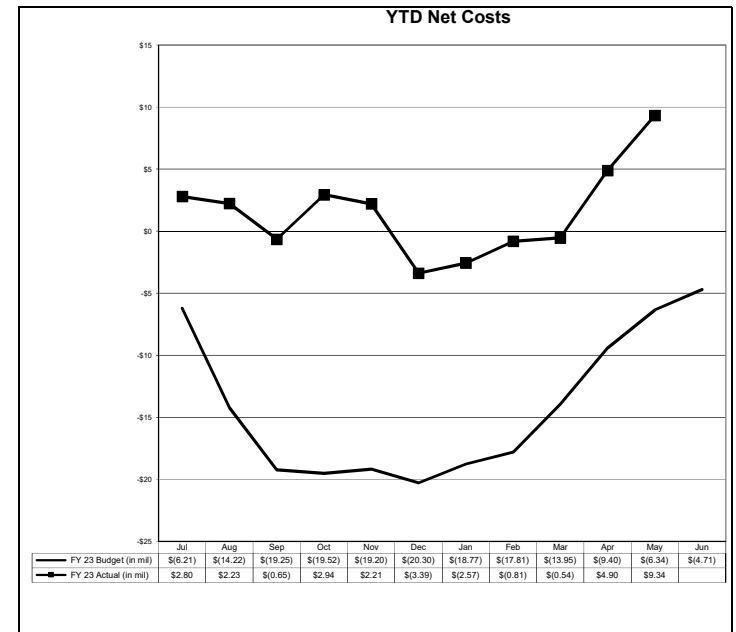
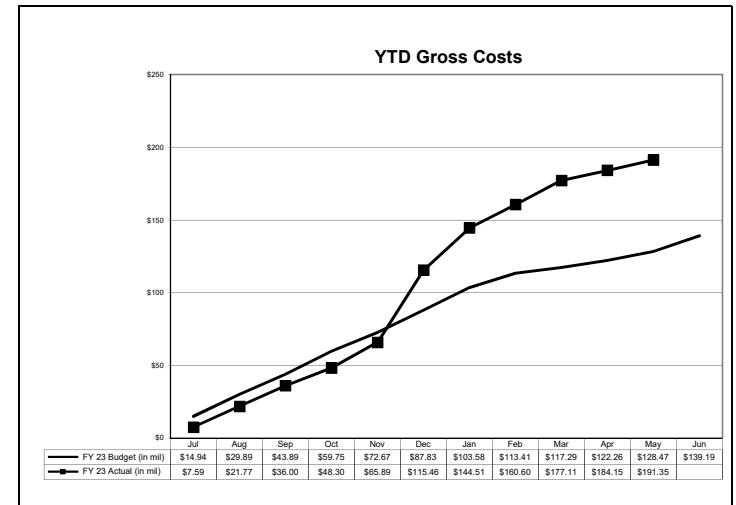
Footnotes:

General - The plant ran 3 out of 31 days during the month due to economics.

A - Higher fuel costs due to higher prices for natural gas as costs reached a high of \$40/mmBtu in November and December.

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

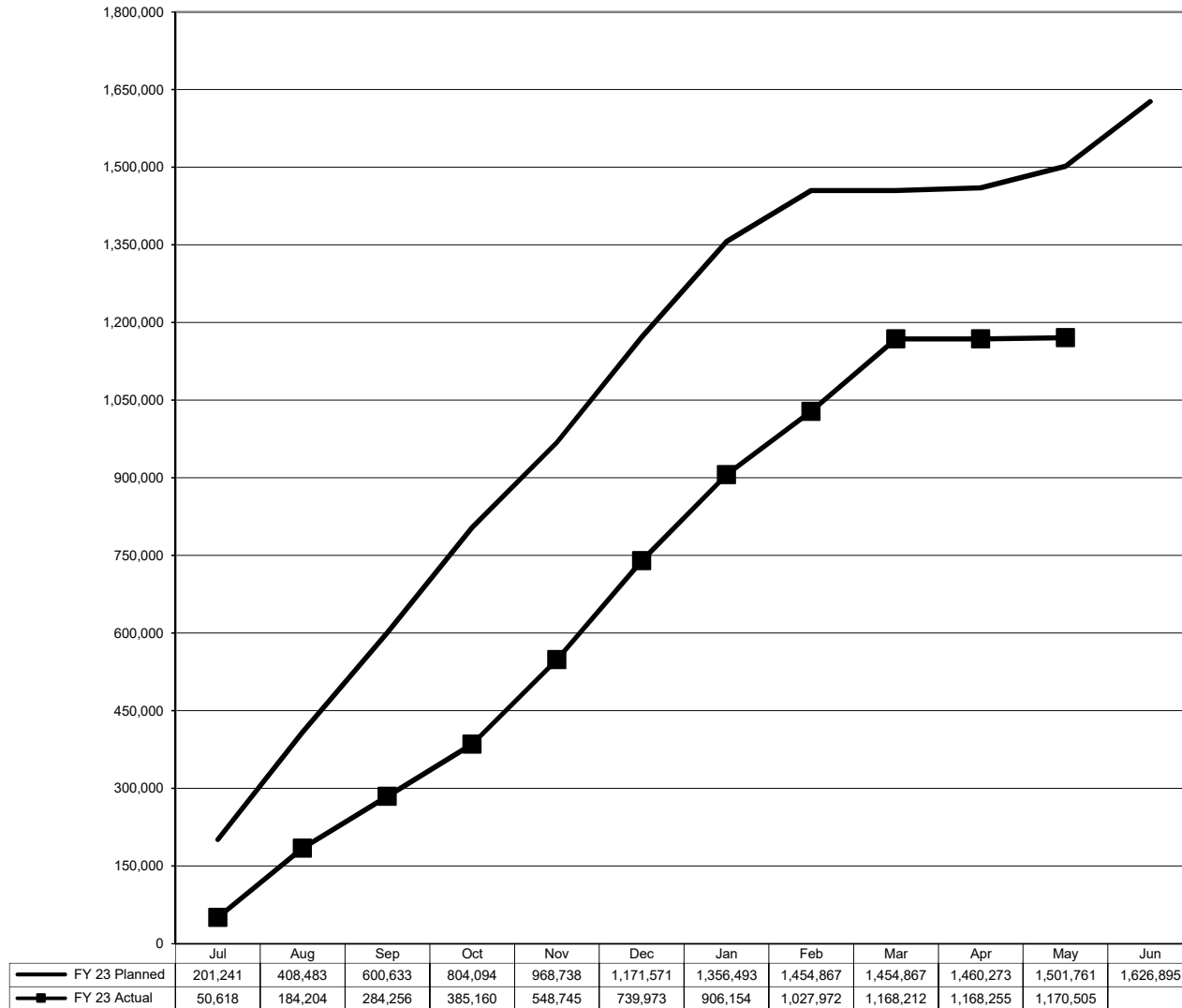
C - Expenditure for materials and supplies for annual outage were higher than expected due to unforeseen maintenance work.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2023

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: July 10, 2023

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2023 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual					Estimated							CY 2023	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	166,180	121,818	140,240	43	2,250	49,809	175,945	203,953	194,434	188,210	175,791	216,503	1,635,176	12,858,751
Gas Schedule (MMBtu)	1,184,796	877,305	1,009,517	12	20,333	386,515	1,365,334	1,582,677	1,508,809	1,460,511	1,364,134	1,680,064	12,440,007	93,160,912
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)	63,938	47,344	54,479	1	1,097	20,858	73,680	85,409	81,423	78,816	73,616	90,665	671,326	5,035,480
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)	1,003,773	1,051,117	1,105,596	1,105,597	1,106,694	1,127,552	1,201,232	1,286,641	1,368,064	1,446,880	1,520,496	1,611,161	1,611,161	1,611,161
Compliance Instrument Participant Transfers														
Carryover Allowances	30,000	0	0	0	0	0	0	0	0	0	0	0	30,000	99,263
Auction Allowances	14,857	317,268	0	0	0	1,695	0	0	0	0	0	0	333,820	4,909,719
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)	44,857	317,268	0	0	0	1,695	0	0	0	0	0	0	363,820	5,008,982
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	44,857	317,268	0	0	0	1,695	0	0	0	0	0	0	363,820	5,055,304
Cumulative MT Account Balance (MTA)	1,318,166	1,635,434	1,635,434	1,635,434	1,635,434	1,637,129	1,637,129	1,637,129	1,637,129	1,637,129	1,637,129	1,637,129	1,637,129	1,637,129
MTA Shortfall (MT)	(314,393)	(584,317)	(529,838)	(529,837)	(528,740)	(509,577)	(435,897)	(350,488)	(269,065)	(190,249)	(116,633)	(25,968)	(25,968)	(25,968)
Current Month CCA Balance (\$)	0	0	0	0	0	0	164,499	0	0	0	0	0	0	164,499
Monthly GHG Price	32.87	33.05	37.72	33.41	33.59	38.21	33.96	34.15	38.69	34.53	34.72	39.18		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: July 10, 2023

To: Lodi Energy Center Project Participant Committee

Subject: Siemens Energy, Inc.– Multi-Task General Services Agreement for Electrical Maintenance Services; Applicable to the following projects: All NCPA locations and Members

Proposal

Approve the Multi-Task General Services Agreement with Siemens Energy, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at all facilities owned and/or operated by NCPA and NCPA Members.

Background

Electrical maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA and NCPA 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 ABB, Inc. and NorCal Power Services.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

This activity 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 Siemens Energy, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SIEMENS INDUSTRY, 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 Siemens Industry, Inc., a corporation with its office located at 7000 Siemens Road, Wendell, NC 27591 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("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 will include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

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

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

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

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

Invoices shall be sent to:

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

2.2 Milestone Payments. Agency shall make milestone payments, based on invoices received, for Work performed in accordance with the specifications, 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 by its performance 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. However, in the event Contractor requests an extension of such period, the Parties shall agree to such extension which shall not be unreasonably withheld.

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.
- 4.2.2 Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 Pollution Insurance. Not applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. Not applicable.

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to third party claims for damages to property or bodily injury. 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 third party claims for bodily injury or property damages arising from any negligent acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or negligence of Agency. No part of Agency's Site or other property of Agency (or Site Owner, if applicable) is considered third party property. 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, unless to an affiliate of the Contractor. 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.

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 such termination without cause, Contractor shall be entitled to compensation in accordance with the termination/cancellation schedule attached to the Purchase Order.

- 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;

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 (collectively "Documents") shall be the property of the Agency but for Contractor's proprietary Documents. In regards to Contractor's proprietary Documents or Information Contractor provides to the Agency and grants to the Agency a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Contractor's documents for the sole purpose of operation and maintenance of the equipment upon which the Products and Services have been performed.

Any Documents created specifically for Agency Work that include Agency's specific equipment or configuration, layout, or operation shall be the property of Agency and evaluated for C&I, cyber or physical security or other protection. Any included Contractor proprietary Documents shall be clearly marked wherein no such Agency specific information is marked as proprietary and such information shall be protected and used for the limited purpose as noted above. ,

- 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. Contractor shall have obligation to perform Work, should the Contractor in its reasonable discretion determine that the Project site is no longer safe for Contractor's personnel to perform the Work, until rectified by the Parties.
- 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 Warranties.** Contractor warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in

material and workmanship; (iii) each Product materially conforms to Contractor specifications; and (iv) at the time of delivery, Contractor has title to each Product free and clear of liens and encumbrances (the "Warranties"). The Warranties do not apply to software furnished by Contractor. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

- 11.2 Remedies.** If the Services or Product fail to meet the warranty standards set forth in Paragraph 11.1) within the applicable Warranty period defined in Paragraph 11.4, and Agency promptly reports such non-conformance to Contractor during the above mentioned Warranty period, Contractor shall at its own expense: (i) for Services, re-perform the relevant Services or, in Contractor's sole discretion, refund Agency the pro rata portion of the fees paid to Contractor under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Contractor's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to six months.
- 11.3** Should the Contractor's Warranty obligation require disassembly of third party equipment, which was not previously included in the Services, Agency will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Contractor to perform its warranty obligations; (iii) damage to equipment components or parts resulting in whole or in part from non-compliance by the Agency with Article 11.5. All exchanged Products replaced under this Warranty will become the property of Contractor.
- 11.4 Warranty Period.** Agency must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.
- 11.5 Conditions to the Warranties.** The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Contractor or its authorized representatives other than operations and maintenance performed by Agency employees in accordance with Contractor recommendations; (ii) Agency handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into a Purchase Order, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services;

(iv) Agency discontinuing use of the Product and Equipment after it has knowledge of any defect in the Product or Equipment; (v) Agency providing Contractor with reasonable access to operating and maintenance data as requested by Contractor,. Without expense to Contractor, Agency shall provide to Contractor and Contractor' subcontractors and their respective employees and agents reasonable access to the Site, and each unit,; (vi) Agency providing prompt written notice of any warranty claims within the Warranty Period; (vii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Agency not being in default of any payment obligation.

11.6 Exclusions from Warranty Coverage. The Warranties do not apply to (i) any product not supplied by Contractor; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Contractor pursuant to this Agreement. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Contractor does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Agency and/or end user against unauthorized access.

11.7 THE WARRANTIES IN THIS ARTICLE 11 ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AS TO CONTRACTOR PRODUCTS AND SERVICES.

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 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.
- 12.7 If Contractor is providing Work to an Agency Member pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **LIMITATION OF LIABILITY.** BUT FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES¹ NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR IS NOT LIABLE FOR LOSS OF USE, PROFIT, DATA, POWER OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

BUT FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES, CONTRACTOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED (1.5X) ONE POINT FIVE TIMES THE ACTUAL VALUE OF THE RESPECTIVE PURCHASE ORDER.
- 13.3 **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.

¹ For avoidance of doubt the exceptions for personal injury or property damage to third parties in this Section 13.2 includes Agency employees.

- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.*
- 13.8 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.9 Notices.** Any written notice to Contractor shall be sent to:

Anish Bokhar
Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

With a copy to:

Michael Honea
Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

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

- 13.10 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.
- 13.11 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.
- 13.12 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:
- 13.12.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.12.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.12.3** If the issue remains unresolved after thirty (30) 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.
 - 13.12.4** 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.

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

13.12.6 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.*

13.13 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.

13.14 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.

13.15 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.

13.16 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.

Section 14. PATENT AND COPYRIGHT INFRINGEMENT. Contractor will, at its own option and expense, defend or settle any suit or proceeding brought against Agency based on an allegation that any processes performed by Contractor in connection with the Contractor Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Agency's Site is located. Agency will promptly give Contractor written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Contractor shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Contractor in any suit or proceeding so defended. Agency shall not make any admission(s) which might be prejudicial to Contractor and shall not enter into a settlement without Contractor's consent. If and to the extent any process performed by Contractor in connection with the Contractor's Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Agency is enjoined, Contractor will, at its option and expense, either: (i) procure for Agency the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Contractor will have no duty or obligation under this Article 14 if the process is: (i) performed according to Agency's design or instructions and compliance therewith has caused Contractor to deviate from its normal course of performance; (ii) modified by Agency or its contractors after performance; or (iii) combined by Agency or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Agency.

THIS ARTICLE 14 IS AN EXCLUSIVE STATEMENT OF CONTRACTOR'S DUTIES AND AGENCY'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

Section 15. INTELLECTUAL PROPERTY. Contractor shall retain all intellectual property rights in the Contractor's Products and Services, works, Contractor's documents, processes, Contractor's confidential information, and any design information and/or documents made by (or on behalf of) Contractor. Upon receipt of all fees, expenses and taxes due in respect of the relevant Contractor Products and Services, Contractor grants to the Agency a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Contractor's intellectual property and documents for the sole purpose of operation and maintenance of the site or facility upon which the Contractor's Products and Services have been performed.

Section 16. FORCE MAJEURE. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control, including without limitation acts of God, unusually severe weather conditions, regional strikes, fire, war or civil disturbance, cyber-attacks, terrorist attacks, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. Contractor will notify Agency within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 90 days in the aggregate, either Party may terminate the Agreement without liability. Failure to pay shall not constitute a force majeure delay if such failure exceeds five (5) business days

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

SIEMENS INDUSTRY, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

ANISH BORKAR,
President / Director Business Development

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Siemens Industry, Inc. ("Contractor") shall provide the following routine, recurring, and usual maintenance services or parts as listed below, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, or for its Members at Member locations.

Additional limitations:

- No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.
- Contractor will not provide any services involving Hazardous Materials. "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.

The services may include:

- Power System Studies, including Arc Flash Hazard Analysis
- Technical Field assistance
- Start-up, Installation, and Commissioning
- Change-out / capital projects
- Extended Warranties
- Service Agreements
- Preventative maintenance
- 24/7 Hotline
- On-site condition assessment
- Modernization and retrofit
- Repair and Refurbishment
- Upgrades, Uprates, and Extensions
- Monitoring and Diagnostics
- Thermography
- Asset Management
- Spare parts
- Customer Training

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:

Classification / Rate Schedule

Engineering Service Level	Straight Time Hourly Rate	1.5 Hourly Rate	2.0 Hourly Rate	Minimum Billing Rate
Field Service Engineer II ¹	\$ 240	\$ 360	\$ 480	\$ 960
Field Service Engineer III ²	\$ 280	\$ 420	\$ 560	\$ 1,120
On Demand Call-out	\$ 300	\$ 450	\$ 600	\$ 1,200
Project Manager	\$ 270	\$ 405	\$ 540	\$ 1,080
International	\$ 350	\$ 525	\$ 700	N/A
Per Diem (Local) ³	\$150/day			
Per Diem (Overnight) ⁴	\$325/day			
Per Diem (International)	Actuals +20% Markup			

¹This classification will be utilized for general Time and Expense Work

²This classification will be utilized for sites requiring extensive specialized requirements with limited Siemens personnel availability, such as mining, nuclear, off-shore or federal sites.

³Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses).

⁴Includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses).

Continued on next page

Straight Time is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

Premium Time is defined as time worked in excess of or at times other than the regular straight time schedule.

- Monday thru Friday (except holidays)
After 8 hours - 1.5 times the straight time rate.
- Saturdays (except holidays)
First 12 hours - 1.5 times the straight time rate. After 12 hours until relieved - 2 times the straight time rate.
- Sundays and Holidays
2 times the straight time rate.
Holidays are defined as those days observed by Siemens Industry, Inc.

Per Diem Rates

The Per Diem rates include Field Service Representative meals, local ground transportation (vehicle mileage, tolls, parking, etc.), incidental expenses and hotel expenses (if applicable). Does not include any expenses for air travel.

Itemized Travel, Living and Incidental Expenses

Where required in lieu of Per Diem and not included in any of the hourly rates, shall be invoiced at cost plus 20% Markup. This will include any airfare required in addition to Per Diem.

Travel Time is defined as all time spent by the person traveling to the jobsite, and in returning, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be invoiced at the applicable rate.

Hourly and Daily Rates do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc. before commencing work. See Itemized Travel, Living and Incidental Expenses below.

Minimum Billing

Minimum billing for any day that service is performed will be four (4) hours at the applicable rate. The minimum can include off-site activities such travel time, mobilization, demobilization and report generation.

Other Charges

The following charges will be applied in addition to the service rates:

A. Special Tools and Test Equipment

When a particular job requires the furnishing of specialized tools, equipment, or instruments not included in standard Field Service Representative "Truck Stock", a charge will be made equal to either the cost of acquisition plus 20% markup or we will use the Siemens Price List TER23R0 for Test Equipment Rental Charges.

B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

C. Third Party Labor and Consumable Materials

On selected jobs where it is practical to utilize third party labor (solely at Siemens discretion) to perform a portion of the work, their services, along with any third-party materials will be invoiced at cost plus 25% markup.

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

Contractor shall provide Agency with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, the total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.:12

Meeting Date: July 10, 2023

To: Lodi Energy Center Project Participant Committee

Subject: Famand Inc. dba Indoor Environmental Services (IES) – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Famand Inc. dba Indoor Environmental Services for heating, ventilation and air-conditioning (“HVAC”) maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying Exhibits A and B, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Heating, ventilation and air-conditioning (“HVAC”) maintenance, servicing of heat exchangers, compressors and replacing filter and belts 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 Famand Inc. dba Indoor Environmental Services effective December 30, 2021, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

NCPA has utilized Famand, Inc. dba Indoor Environmental Services regularly for miscellaneous HVAC maintenance services at the Geothermal Facility. NCPA recently discovered this vendor can perform servicing and replacement of air compressors and dryers, and provide preventive maintenance programs. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to modify Exhibit A to add servicing and replacement of air compressors and dryers and providing preventive maintenance programs to the Scope of Work and Exhibit B to reflect changes in pricing. NCPA has agreements in place with Mesa Energy Systems Inc dba EMCOR Services, Johnson Controls, Inc. and ACCO Engineered Systems for similar services.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place Mesa Energy Systems Inc dba EMCOR Services, Johnson Controls, Inc. and ACCO Engineered Systems for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider.

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

Fiscal Impact

Upon execution, the total cost of the agreement will remain unchanged at 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: (2)

- Multi-Task General Services Agreement with Famand Inc., dba Indoor Environmental Services
- First Amendment to Multi-Task General Services Agreement with Famand Inc., dba Indoor Environmental Services



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FAMAND INC., DBA INDOOR ENVIRONMENTAL SERVICES (IES)**

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 Famand, Inc., dba Indoor Environmental Services (IES), a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 ("Contractor") (together sometimes referred to as the "Parties") as of December 30 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Required

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

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

4.5 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

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

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

Section 11. WARRANTY.

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

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

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

- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by 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:

Kyle Perry
Regional Account Manager
Famand, Inc., dba Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815

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 FOLLOWING PAGE


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

NORTHERN CALIFORNIA POWER AGENCY

FAMAND INC., DBA INDOOR
ENVIRONMENTAL SERVICES (IES)

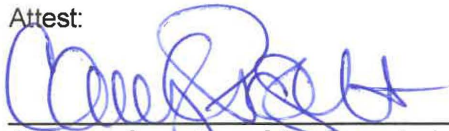
Date 12/30/21

Date 11/23/2021


RANDY S. HOWARD, General Manager


JOHN ANDERSON, CFO

Attest:


Assistant Secretary of the Commission

Approved as to Form:

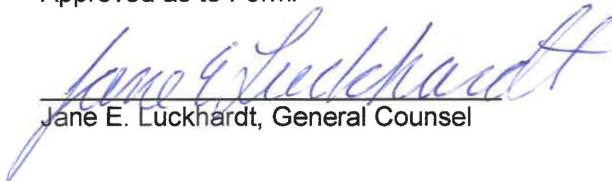

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Famand, Inc., dba Indoor Environmental Services (IES), ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, including, but not limited to the following, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members:

1. Servicing of heat exchangers, which includes but is not limited to maintaining proper fluid levels, adjusting of fluid flows, and adjusting and replacing of heating strips as needed;
2. Compressor servicing and replacement;
3. Removal of ice on units as needed;
4. Replacing filter and belts; and
5. Servicing Bear Canyon station swamp coolers.

All services identified above shall be promptly provided by Contractor to Agency as directed by Agency and in accordance with all Agency specifications.

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

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:

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday / Sunday	\$390.00 per hour
Truck Charge	\$75.00 per service call

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,

JOHN ANDERSON

(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

FAMAND, INC. dba INDOOR ENVIRONMENTAL SERVICES

(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 17 day of DECEMBER, 2021.

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, John Anderson
(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,

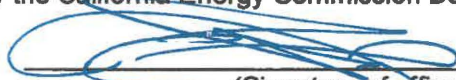
FAMAND, INC. dba INDOOR ENVIRONMENTAL SERVICES
(Company name)

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 17 day of October, 2021.

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: 12/17/2021

Name of Employer

Famand Inc, DBA Indoor Environmental Services

(Authorized Officer & Title)

John Anderson, Vice President of Finance

1512 Silica Ave Sacramento, CA 95815
(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND FAMAND INC. DBA INDOOR
ENVIRONMENTAL SERVICES (IES)**

This First Amendment (“Amendment”) to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Famand Inc. dba Indoor Environmental Services (IES) (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2023.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 30, 2021, (the “Agreement”) for Famand Inc. dba Indoor Environmental Services (IES) to provide routine heating, ventilation and air-conditioning (“HVAC”) maintenance services at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members facilities; and

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

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add maintenance of air compressors, dryers and related equipment, and preventative maintenance programs; and

WHEREAS, the Parties now desire to amend the Compensation Schedule and Hourly fees set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Section 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.

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

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

Date:_____

FAMAND INC. DBA INDOOR
ENVIRONMENTAL SERVICES (IES)

JOHN ANDERSON, CFO

EXHIBIT A
SCOPE OF WORK

Famand, Inc. dba Indoor Environmental Services (IES) ("Contractor") shall provide routine, recurring, and usual maintenance services for heating, ventilation and air-conditioning ("HVAC"), air compressors, dryers, and related equipment, and preventative maintenance programs, for the preservation, protection and keeping of facilities in a safe and continually usable condition, as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by the Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

Services identified above shall be promptly provided by Contractor as requested by Agency and in accordance with all Agency specifications.

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, fixed rate fees, and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. The hourly rates and or compensation break down and estimated amount of expenses is as follows:

Time and Material Rates:

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday/Sunday	\$390.00 per hour
Truck Charge	\$100.00 per service call

Pricing for preventative maintenance programs (monthly, quarterly, semi-annually, or annually) may be quoted on a fixed price basis at the time services are requested.

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

Contractor shall provide Agency with 30 days' advance written notice of all rate changes.

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 13

Meeting Date: July 10, 2023

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 updates for San Francisco Bay Area Rapid Transit.

Background

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

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update the designated representative for San Francisco Bay Area Rapid Transit. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

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

Environmental Analysis

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

Recommendation

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

Submitted by:

MICHAEL DEBORTOLI
Assistant General Manager Generation Services

Attachments: (1)
PMOA Schedule 6.00 Contact List

Agreement Schedule 6.00

Contact List

Northern California Power Agency

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

With copies to:

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

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

City of Azusa

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

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District

Attn: ~~Paul Bostrom, Energy Division Manager~~ Yuliya Schmidt, Manager of Energy

2150 Webster Street, 8th Floor

Oakland, California 94612-3534

Telephone: (510) ~~464-6435~~ or ~~(510) 915-2509~~ 287-4835

Facsimile: (510) 464-6118

Email: ~~pboestro@bart.gov~~ yuliya.schmidt@bart.gov

Modesto Irrigation District

Modesto Irrigation District

Attn: James McFall, Resource Planning and Development Manager

P.O. Box 4060

1231 Eleventh Street

Modesto, California 95352

Telephone: (209) 526-1521

Facsimile: (209) 526-7575

Email: jamesm@mid.org

California Department of Water Resources:

Department of Water Resources

Attention: Mike Ramsey, Manager, State & Federal Compliance

1425 River Park Drive, Suite 300

Sacramento, CA 95815

Telephone: (916) 820-7871

Facsimile: (916) 574-0660

Email: mike.ramsey@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC

Attn: Bob Marshall, General Manager

73233 Highway 70

Portola, California 96122-7064

Telephone: (530) 832-4261

Facsimile: (530) 832-6070

Email: marshall@psln.com

City of Biggs

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

City of Gridley

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

City of Healdsburg

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

City of Lodi

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

City of Lompoc

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

Silicon Valley Power

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

City of Ukiah

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

Power and Water Resources Pooling Authority

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



DRAFT: NCPA 2024 Project Outage Schedule

Plant	Unit Name	Resource ID	MW	Start Date/Time	End Date/Time	Duration	Work Description
CT	CT1 Lodi	LODI25_2_UNIT 1	23.4	1/1/24 0:00	1/31/24 23:59	31	Controls Upgrade; Protection Upgrade
CT	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	23.5	5/1/24 0:00	5/31/24 23:59	31	Controls Upgrade; Protection Upgrade
CT	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	23.8	5/1/24 0:00	5/31/24 23:59	31	Controls Upgrade; Protection Upgrade
CT	CT2 (STIG)	STIGCT_2_LODI	49.9	4/1/24 0:00	4/30/24 23:59	30	Routine Annual Maintenance
CT	LEC	LODIEC_2_PL1X2	302.58	4/1/24 0:00	4/30/24 23:59	30	AVR / Routine
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	31	3/1/24 0:00	3/31/24 23:59	31	Plant 1 Stretford / BOP Activities / U1 & 2 Strainer Basket Inspections / NERC Relay Testing
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	28	3/1/24 0:00	3/31/24 23:59	31	Plant 1 Stretford / BOP Activities / U1 & 2 Strainer Basket Inspections / NERC Relay Testing
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	43	5/1/24 0:00	5/31/24 23:59	31	Plant 2 Stretford / BOP Activities / U4 Steam Strainer Inspections / Unit 4 GSU Refurb
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/5/24 5:00	10/24/24 18:00	20	CV2 Annual Maintenance - GSU2 work
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/5/24 5:00	10/5/24 19:00	1	CV Dual Unit Outage
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/6/24 5:00	10/6/24 19:00	1	CV Dual Unit Outage
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/24/24 5:00	10/31/24 23:59	8	CV1 Annual Maintenance - GSU2 work
Hydro	Spicer Unit 3	SPICER_1_UNITS	2.8	9/3/24 8:00	9/6/24 18:00	3	NSM3 & Intake Annual Maintenance
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/9/24 8:00	9/13/24 17:00	4	NSM1 Annual Maintenance
Hydro	Spicer Unit 2	SPICER_1_UNITS	0.5	9/16/24 8:00	9/20/24 17:00	4	NSM2 Annual Maintenance



2024 Plant Outage Schedule

Draft

Overview of Presentation

- Outage Planning Schedule Overview
- Maintenance Scope and Considerations
- Discuss NCPA Plant Outage Schedules
 - 2024 – Proposed Schedule
 - 2025 – Tentative Scheduling
 - 2026 – Tentative Scheduling
 - 2027 – Tentative Scheduling
- Next Steps

Outage Planning Schedule Overview

- May 11th – NCPA Internal Discussion and Planning
- May 23rd – PGE External meeting. Discuss both parties outage plans.
- May 30th – Internal Discussion and Planning
- July 5nd – Facility Committee as an informational item.
- July 10th – LEC PPC as an informational item.
- August 2nd – Facility Committee for approval.
- August 7th – LEC PPC for approval.
- October 15th – CAISO Schedule Submission

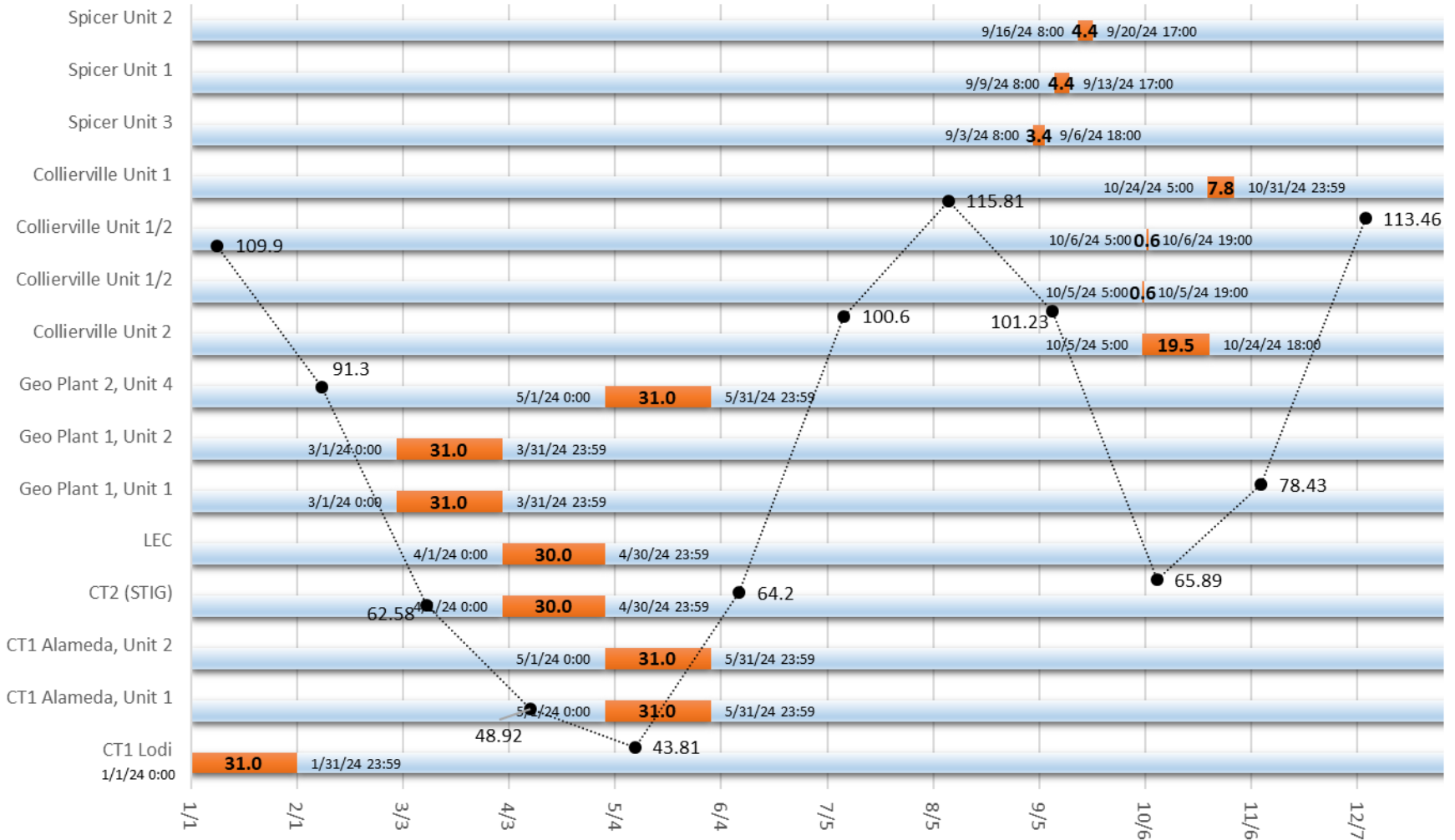
Maintenance Scope and Considerations

- 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.

Proposed Schedule

Draft: NCPA 2024 Plant Outage Schedule

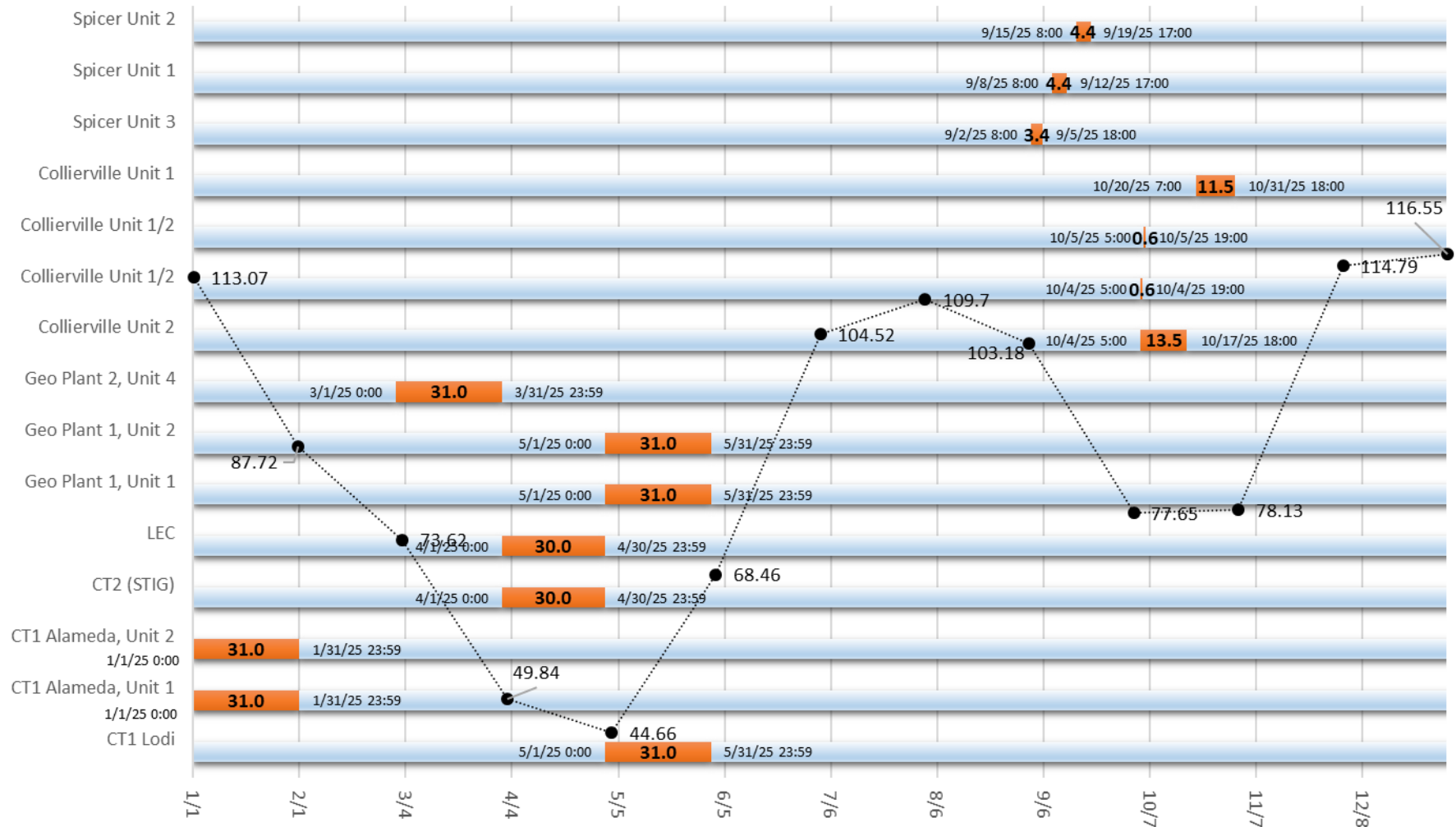
Includes: Max Forward Price Curve and Distribution of DLAP Prices - May 29, 2023



Tentative Schedule

Draft: NCPA 2025 Plant Outage Schedule

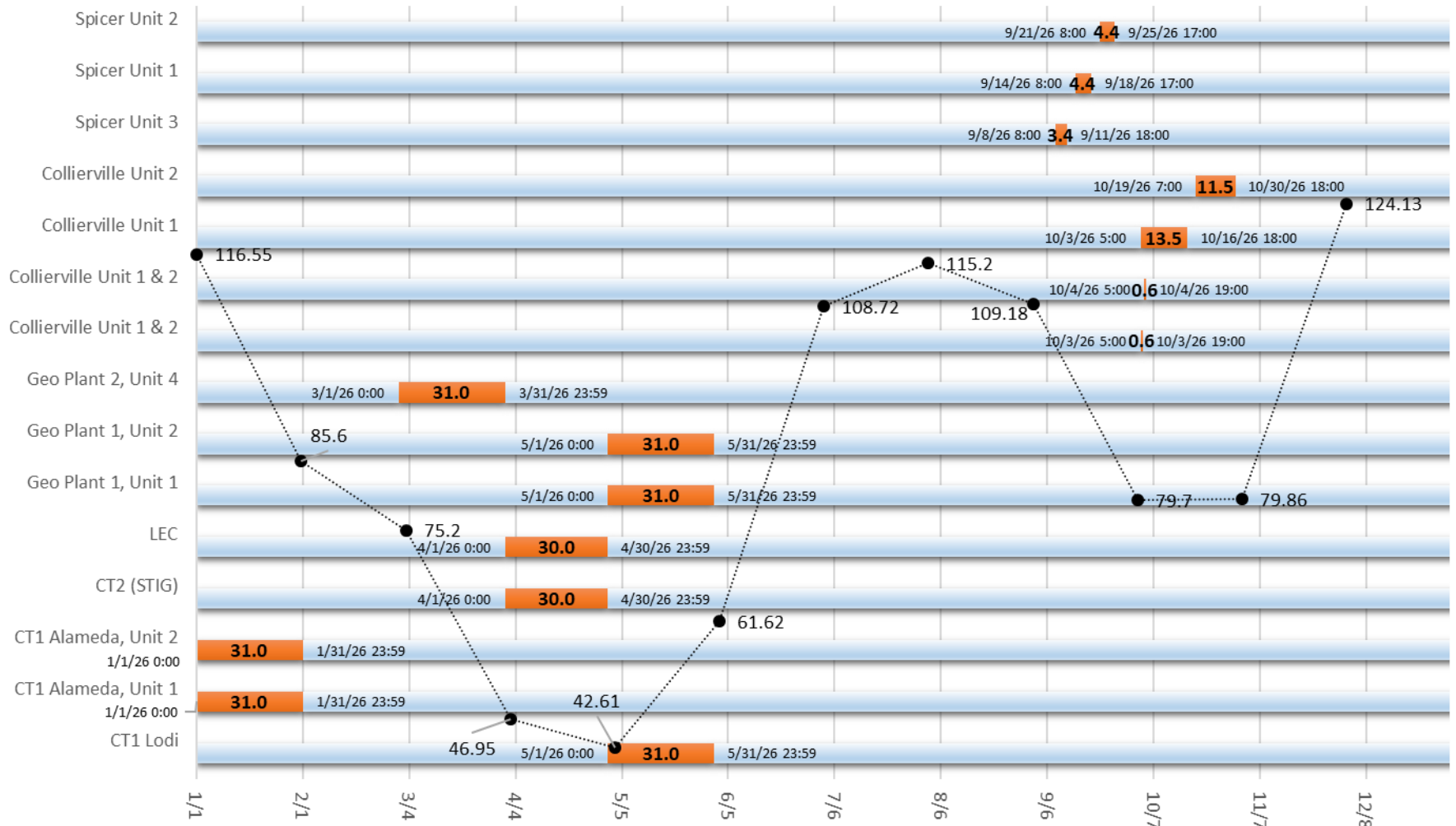
Includes: Forward Price Curve and Distribution of DLAP Prices - May 29, 2023



Tentative Schedule

Draft: NCPA 2026 Plant Outage Schedule

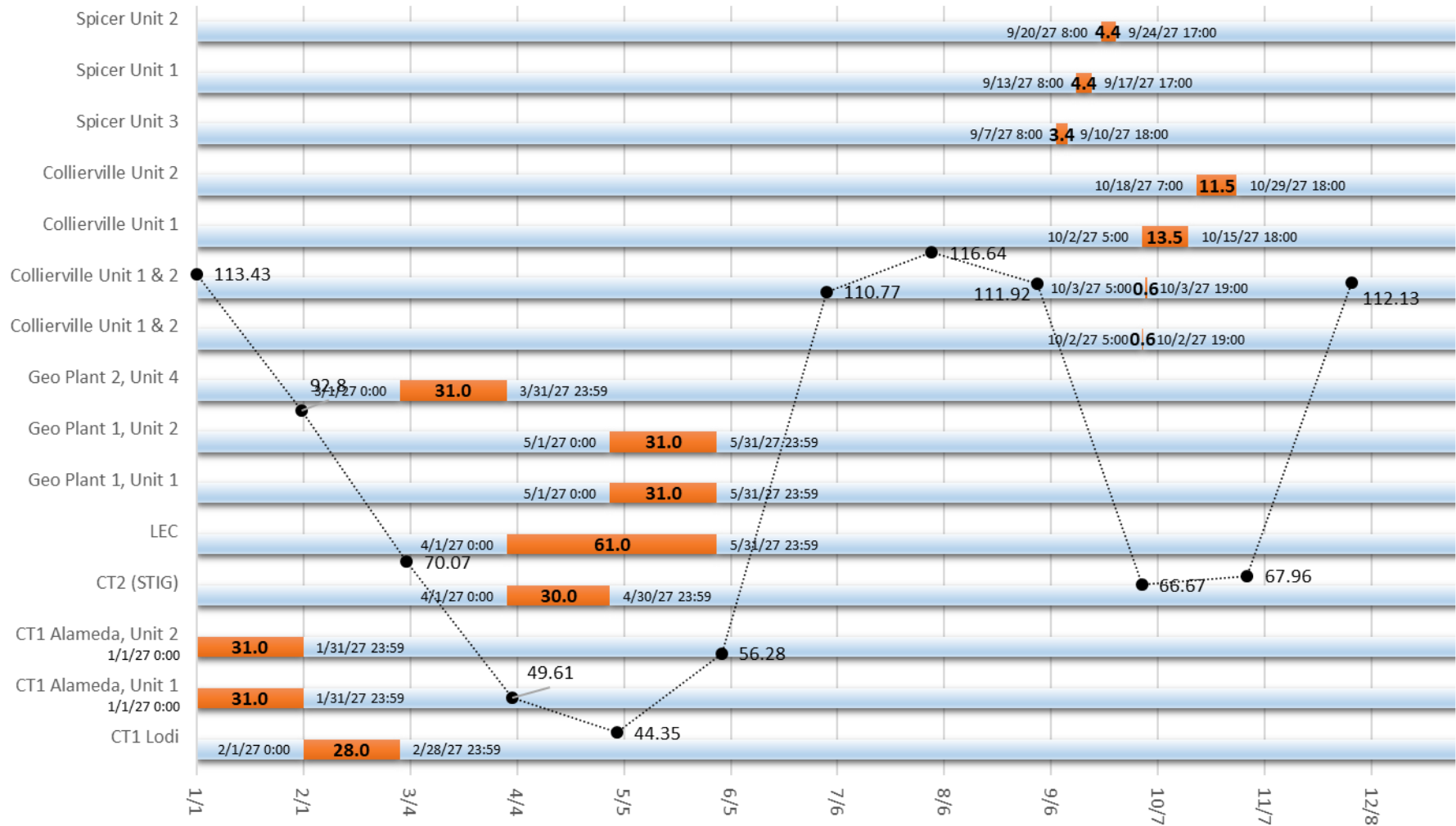
Includes: Forward Price Curve and Distribution of DLAP Prices - May 29, 2023



Tentative Schedule

Draft: NCPA 2027 Plant Outage Schedule

Includes: Forward Price Curve and Distribution of DLAP Prices - May 29, 2023



Proposed Schedule

Draft: NCPA 2024 Plant Outage Schedule

Includes: Max Forward Price Curve and Distribution of DLAP Prices - May 29, 2023

