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LEC PPC Agenda

Subject: August 8, 2022 Lodi Energy Center Project Participant Committee Meeting

Location: via Teleconference Locations

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

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

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You may participate in the meeting via teleconference hosted by:

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

Dial: 1-408-650-3123

Access Code: 903-028-005

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 {Meeting Date} Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for July 2022

5. Bidding Strategies Report

6. Market Data Report for July 2022

7. Monthly Asset Report for June 2022

CONSENT CALENDAR

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

8. Treasurer's Report for June 2022 – Accept by all Participants

9. Financial Report for June 2022 – 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. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the LEC PPC** – The Committee will discuss whether Governor Gavin Newsom’s Proclamation of a State of Emergency due to COVID-19 remains in force, whether as a result of the emergency and the conditions where Committee members are located (local conditions) are such that meeting in person would present imminent risks to the health or safety of attendees and thus, in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act, for a thirty-day period of August 8, 2022, through September 7, 2022, the LEC PPC should meet remotely
- 12. EN Engineering, LLC First Amendment to MTPSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing services, modifying the Scope of Work to broaden services and include root cause analysis services, for continued use at all facilities owned and/or operated by NCPA.
- 13. Fremouw Environmental Services, Inc. First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying Exhibit B pricing, for continued use at all facilities owned and/or operated by NCPA.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 14. NCPA 2023 Plant Outage Schedule** – Staff is seeking approval of the 2023 Plant Outage Schedule.
- 15. Appointment of a New Secretary for LEC PPC** – Election of a new Secretary for the LEC PPC.

INFORMATIONAL/ DISCUSSION ITEMS

- 16. Additional Operational Updates** – Staff will provide an update on issues related to Operations.
- 17. Schedule Special LEC PPC Meetings in August 2022 and November 2022** – Schedule Special LEC PPC Meetings in August and November for extension of remote teleconference meetings of the LEC PPC.

ADJOURNMENT

Next Regular Meeting: September 12, 2022 at 10:00 a.m. Pacific Standard Time

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

LEC PPC Meeting Minutes

Date: Monday, July 11, 2022

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

As the Committee is still meeting remotely, Review of Safety Procedures was not required.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:00 a.m. by Chairman Burk. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - McDonald	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah -	Absent	1.7857%
Summary		
Present	7	86.8822%
Absent	6	13.1178%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	July 11, 2022	

Public Forum

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

3. Meeting Minutes

The draft minutes from the June 6, 2022 Regular Meeting and the June 21, 2022 Special Meeting were considered. The LEC PPC considered the following motion:

Date: 7/11/2022

Motion: The PPC approves the minutes from the June 6, 2022 Regular Meeting and the June 21, 2022 Special Meeting.

Moved by: Gridley

Seconded by: CDWR

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	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	7	86.8822%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	13.1178%
Result:		Motion Passes

MONTHLY REPORTS

4. Operational Report for June 2022

Ryan Johnson presented the Operational Report for June. There were no OSHA recordable accidents, and no NERC/WECC violations. There was one Notice of Violation issued related to a Q1 2022 Cylinder Gas Audit for Carbon Monoxide which was not performed. Ryan reviewed a summary of the outages from the month of June with the Committee. There are no changes to the 2023 outage schedule.

The operational report reflected monthly production of 11,694 MWH, 60 service hours, and equivalent operating availability of 24.5%. The report set for the Capacity Factor @ 302MW Pmax of 5.4%. There were zero hot starts, 4 warm starts, and 3 cold starts during the month. Ryan mentioned that the Starting Reliability chart will need to be updated as the data is not as accurate now that the plant is operating as a mixed fuel plant; staff is currently working on this and will keep the Committee informed once updates have been made.

5. Market Data Report for June 2022

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 9 out of 28 available days. Most startups were for mid-term runs, with no 24-hour runs in the month of June.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for May 2022. Rafael reviewed the budget forecast chart and the monthly historical comparisons, as well as the 12-month history.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for June 2022. 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 11 – 16)

The consent calendar was considered. Chairman Burk 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: 7/11/2022

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for May 2022; **9.** Financial Report for May 2022;

10. GHG Reports (excerpted from the Monthly ARB); **11.** Resolution 2022-10 to proclaim that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for a period of July 11, 2022, through August 10, 2022, pursuant to the Ralph M. Brown Act (Brown Act); **12.** Industrial Solution Services, Inc. MTEMS for chemical purchases, not to exceed \$1,000,000, for use at all NCPA facilities; **13.** Ponder Environmental Services, Inc. for waste removal and emergency response related services, not to exceed \$500,000, for use at all NCPA and Members/SCPPA facilities; **14.** Summit Crane Company of Solano, Inc. dba Summit Crane MTGSA for crane related services, not to exceed to \$1,500,000, for use at all NCPA and Members/SCPPA facilities; **15.** Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group MTPSA for engineering related services, not to exceed \$1,500,000, for use at all NCPA and Members/SCPPA facilities; **16.** Sierra Hydrographics MTPSA for hydrographic related services, not to exceed \$600,000, for use at all NCPA and Members/SCPPA facilities.

Moved by:

Lodi

Seconded by:

Gridley

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	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	7	86.8822%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	13.1178%
Result:	Motion Passes	

INFORMATIONAL ITEMS

17. NCPA 2023 Plant Outage Schedule

Jeremy Lawson presented the draft NCPA 2023 Plant Outage Schedule to the Committee for review and comment. The maintenance scope, including assumptions, were presented to the Committee, along with the proposed outage schedule.

- The 2023 Outage will include gear box repair, control system service package upgrade, and routine maintenance; this outage is categorized as significant.
- The 2024 Outage will include AVR upgrade, as well as routine maintenance.
- The 2025 Outage does not include any major projects, and will just be routine maintenance only.

The final NCPA 2023 Plant Outage Schedule will be presented for approval in the August LEC PPC Meeting. There was a brief discussion about the possibility of moving the gear box repair up; NCPA confirmed that Siemens is working to expedite delivery of the gear box and that it should arrive in mid-November. Staff confirmed it is a possibility that repair could occur sooner if it is determined it cannot wait until the schedule outage.

18. Additional Operational Updates

- Over the weekend plant staff noticed a vibration in the steam turbine. A specialist was called to collect data, which has since been sent to Siemens for analysis. It is unclear at this time if the issues are related to the gear box or the actual generator. As a precaution, the plant has been derated by 225 MW to minimize any damage until Siemens can present its findings. There is a possibility that the plant will need to be put into an outage if Siemens determines further investigation is necessary.
- A Notice of Intention has been issued by the Department of Energy regarding large grants for hydrogen projects. Smaller projects will not be eligible for these grants. The Governor's office is currently organizing a statewide hub of utilities, including NCPA, to apply for these grants.
- Mike DeBortoli shared a brief update regarding the hydrogen storage. There was a dispute between the leaseholder and the landowner. Mike is currently trying to reach out directly to the landowner.
- MID requested that staff include specific updates regarding dispatch and bidding of the unit in the Operational Report and Bidding Strategy Report as it relates to the ongoing gear box issues and recommendation operation levels of the plant. Staff will update the meeting agenda so the Bidding Strategies Report follows the Operational Report. Staff will also provide additional data in both reports to better inform the Committee.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, August 8, 2022 at 10:00 a.m. Pacific Standard Time.

The meeting was adjourned at 10:53 a.m.

Submitted by: MICHELLE SCHELLENTRAGER

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 8/8/2022

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

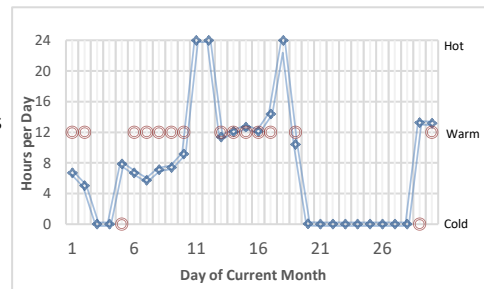
- 7/02 @ 17:32 - 19:03; Low drum level trip on startup, OMS 11417957
- 7/07 @ 16:00 - 16:41; CT fail to fire w/ OST valve issue
- 7/07 @ 17:21 - 18:10; LP bypass valve trouble
- 7/08 @ 16:00 - 16:21; CT fail to fire w/ OST valve issue
- 7/10 @ 00:00 - 7/29 @ 23:59; LEC Derate to 225MW for high HP turbine vibrations
- 7/20 @ 00:00 - 7/29 @ 23:59; HP turbine vibration inspection, OMS 12088076

Planned Outage Summaries:

- April 1-30, 2023; Annual Maintenance Outage

Generating Unit Statistics:**Date:** 7/1/2022

1. Monthly Production	50,616	MWh
2. Productivity Factor		
a. Service Hours	241	Hours
b. Service Factor	32.4	%
c. Capacity Factor @ 302MW Pmax	22.5	%
d. Load > 240 MW	3.8	%
3. Equivalent Operating Availability (EOA)	70.5	%
4. Forced Outage Rate (FOR)	47.6	%



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	7,143	2.47%	111	\$76
Seg. 4 250 - 275	7081	7,174	1.32%	2,313	\$862
Seg. 5 225 - 250	7130	7,216	1.20%	35,754	\$12,248
Seg. 6 200 - 225	7200	7,300	1.38%	3,497	\$1,392
Seg. 7 175 - 225	7450	7,685	3.15%	4,185	\$3,927
Seg. 8 165 - 175	7760	7,835	0.97%	247	\$74
	7,164	7,392	1.75%	46,106	\$18,579

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	\$3
Seg. 7 175 - 225	0	0	0	\$3
Seg. 8 165 - 175	0	0	0	\$0
	0	0	0	\$6

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	15	2
Start Time Benchmark (Minutes)	30		
Start Time Actual (Average Minute)	0	27	29
Start Time Deviation (%)	0%	-10%	-3%
Start Fuel Benchmark (mmBTU)	250		
Start Fuel Actual (Average mmBTU)	0	178	414
Fuel Deviation (%)	0%	-29%	66%
Costs of Fuel Deviations (\$)	\$0	-\$4,327	\$1,313



LEC PPC Meeting

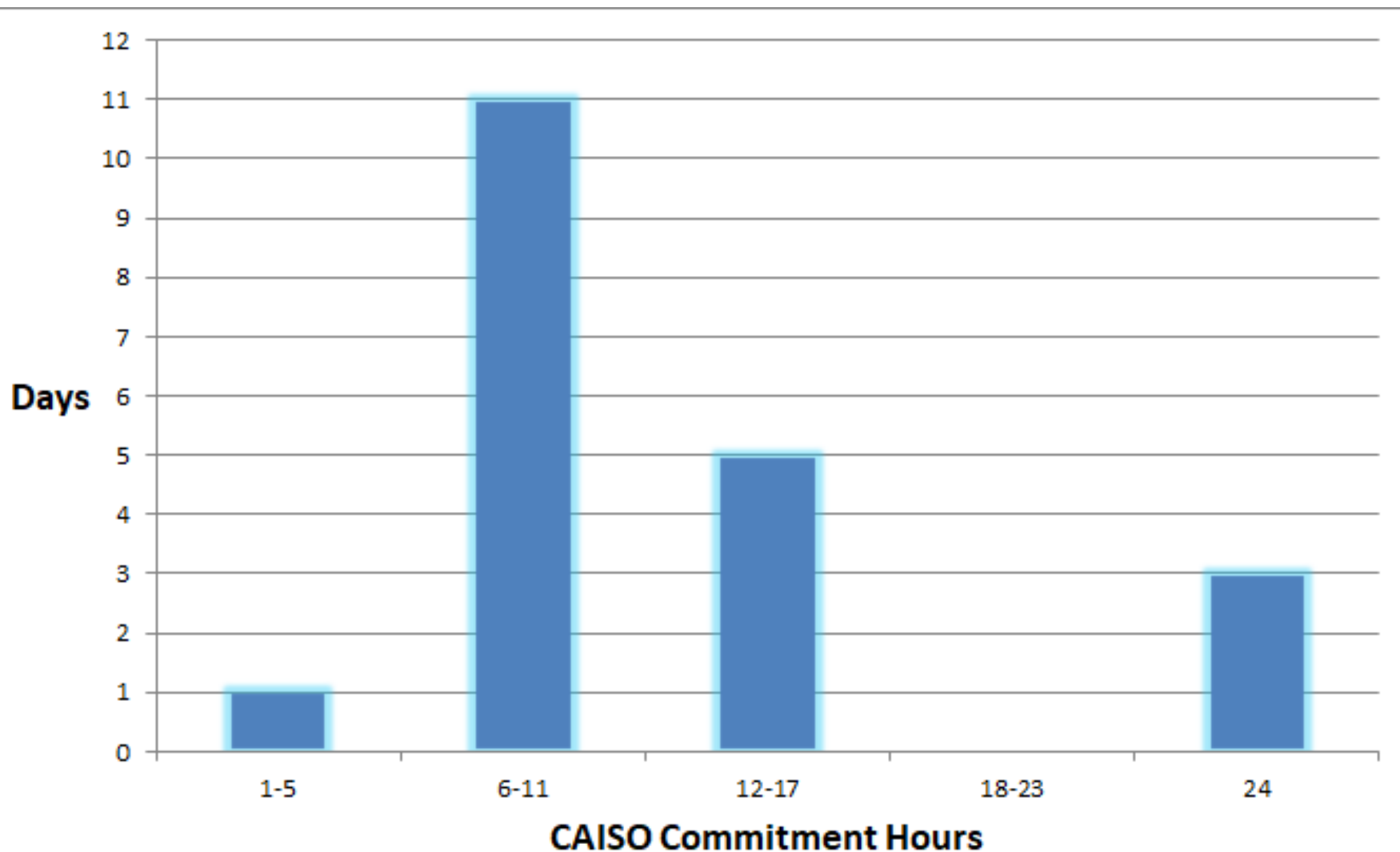
August 8, 2022

July 2022 Market Financial Results

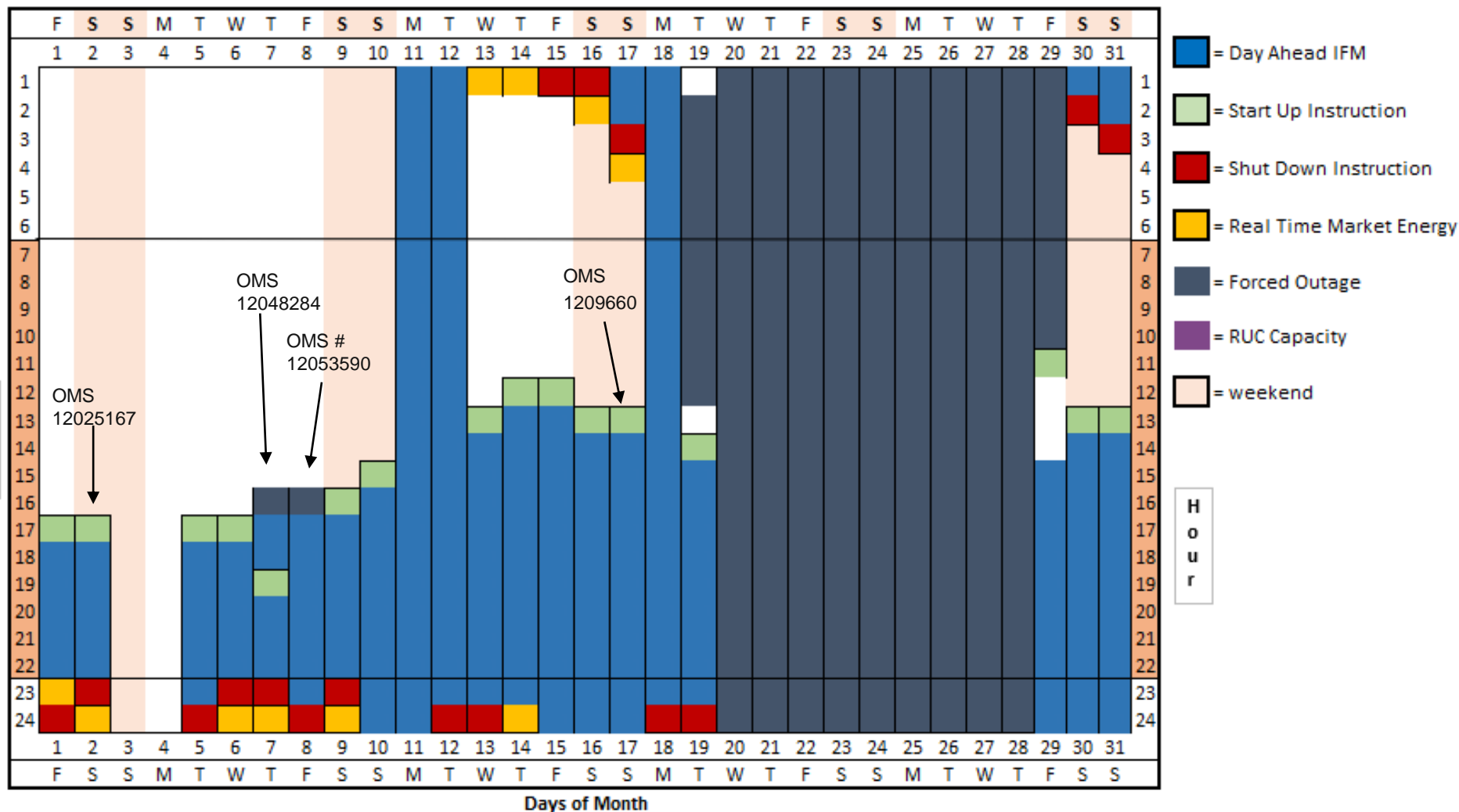
LEC Operational Results for July 2022

- Resource Adequacy Availability Metrics:
 - 66.7% - Monthly Assessment Generic Performance
 - 67.9% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Non Availability Charge:
 - \$71.6k for Generic RA based on claimed 75.52 MW
 - \$69.2k for Flexible RA based on claimed 78.82 MW
- LEC was committed by CAISO for Market energy 20 days of 22 available days
 - Nine (9) days unavailable due to forced outage
 - Two (2) days not committed due to economics
 - Nineteen (19) starts during the month that includes two (2) transient forced outages

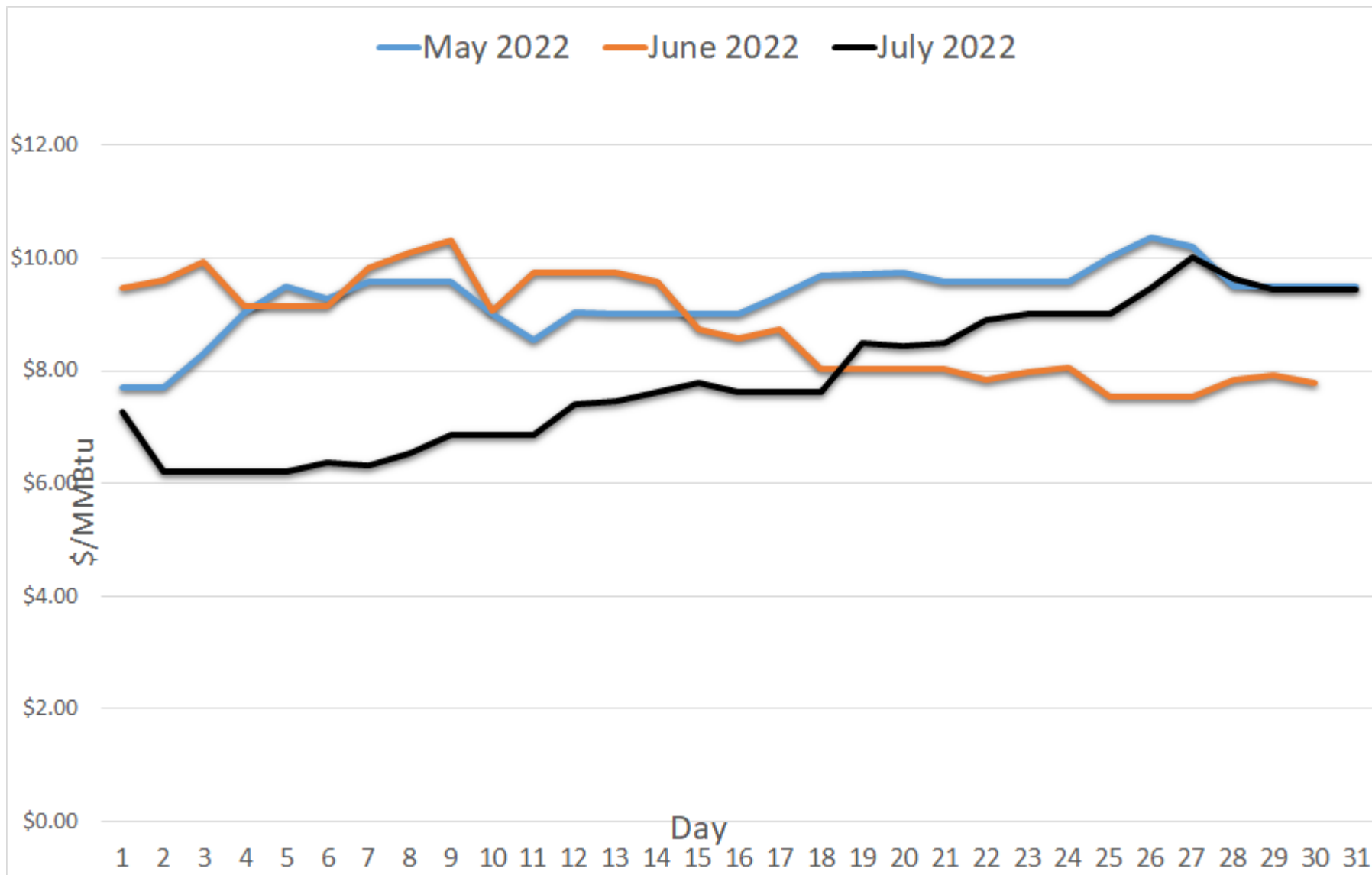
Frequency Tabulation of Daily CAISO commitment hours for July 2022



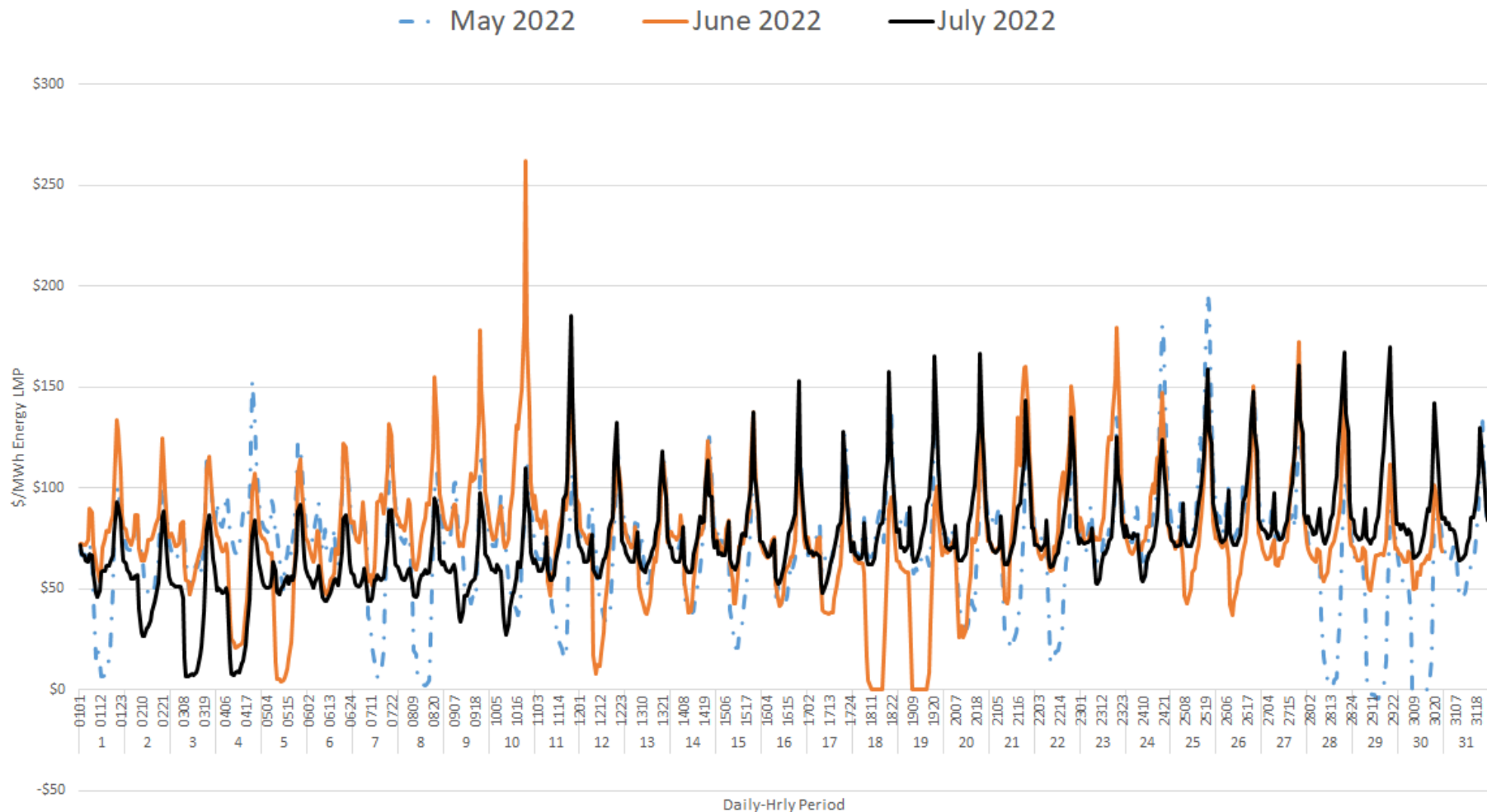
Daily CAISO Commitment Runs for July 2022



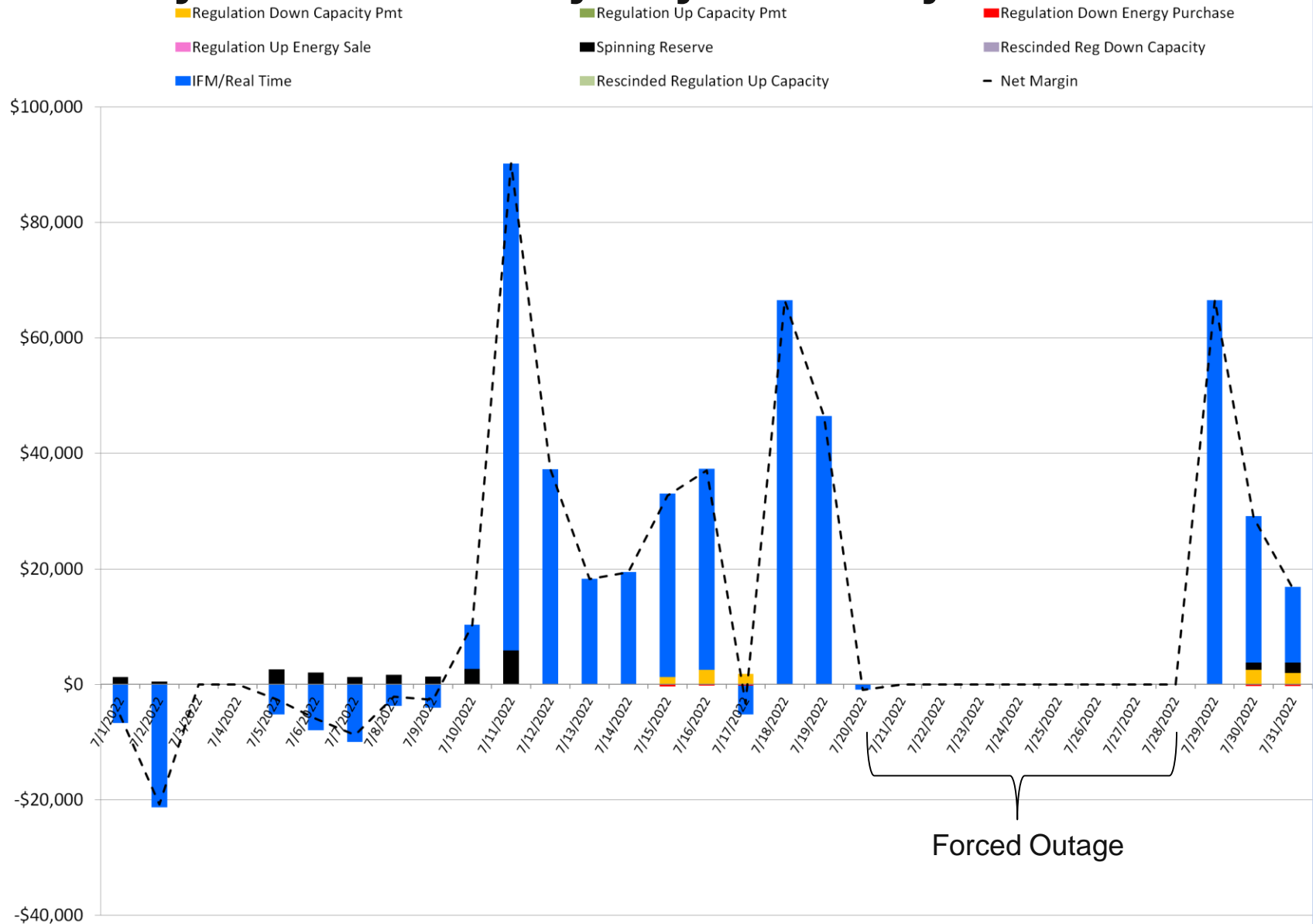
July 2022 Daily PG&E City Gate Gas Index



DA Energy LMP values by Month



July 2022 LEC Daily July Profile by Product



July 2022 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	4,736,000	
Regulation Up Capacity	\$	-	
Regulation Down Capacity	\$	10,200	
Spinning Reserve	\$	25,100	
Total Gross LEC Revenue			\$ 4,771,300
LEC CAISO GMC Costs	\$	(18,900)	
CAISO Energy & Capacity Buyback Costs	\$	(330,000)	
Total Monthly LEC Fuel Cost	\$	(3,115,200)	
Total Monthly GHG Obligation	\$	(615,200)	
Variable Operations & Maintenance Cost	\$	(319,000)	
Total Gross Costs			\$ (4,398,300)
Cumulative Monthly Margin			\$ 373,000
3 Days of Accrued LT Maintenance Costs	\$	(45,542)	
Net Cumulative Monthly Margin			\$ 327,458
Average Net Margin \$/MWh	\$		6.5

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

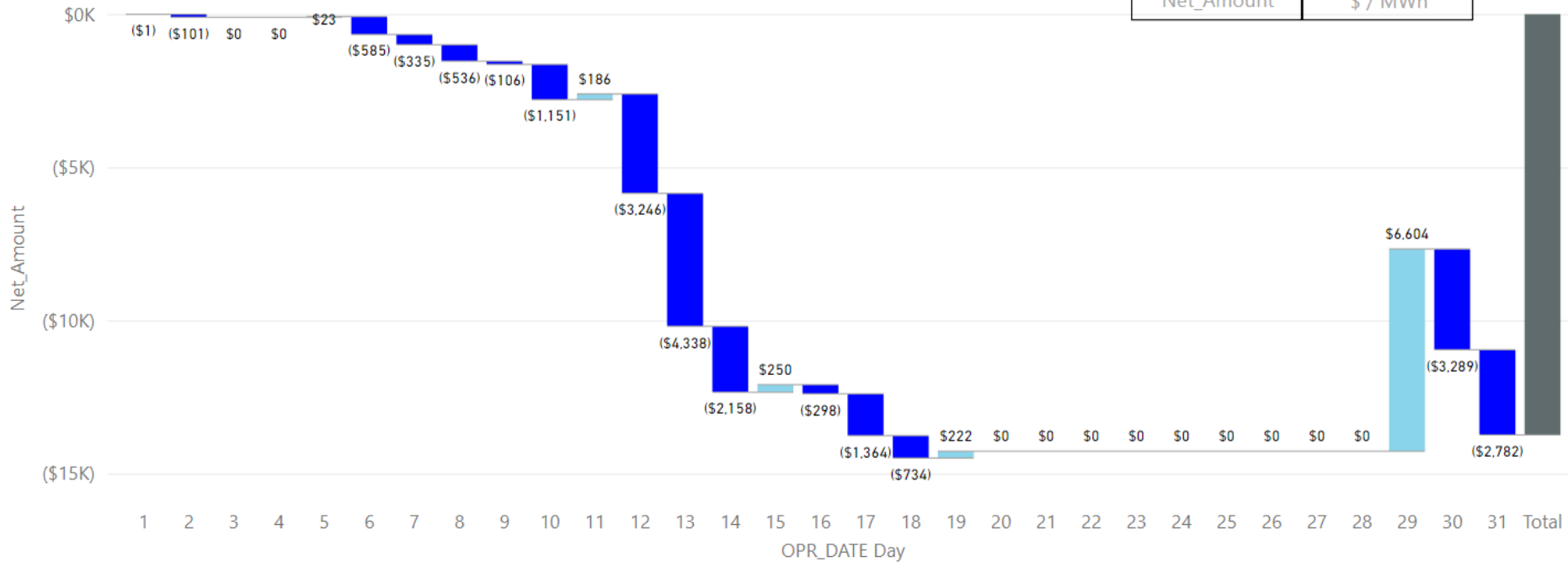
Net_Amount by Day

● Increase ● Decrease ● Total

July 2022 Cost of Congestion Component

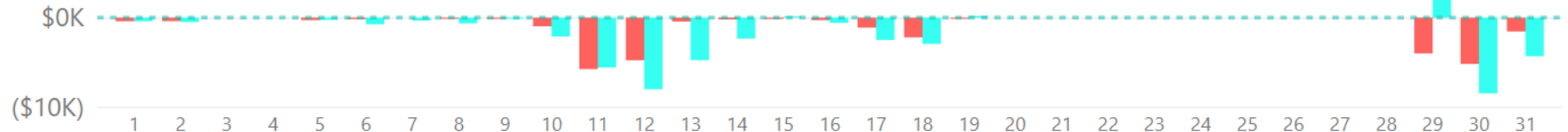
(\$13,740)
Net_Amount

(\$0.27)
\$/ 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

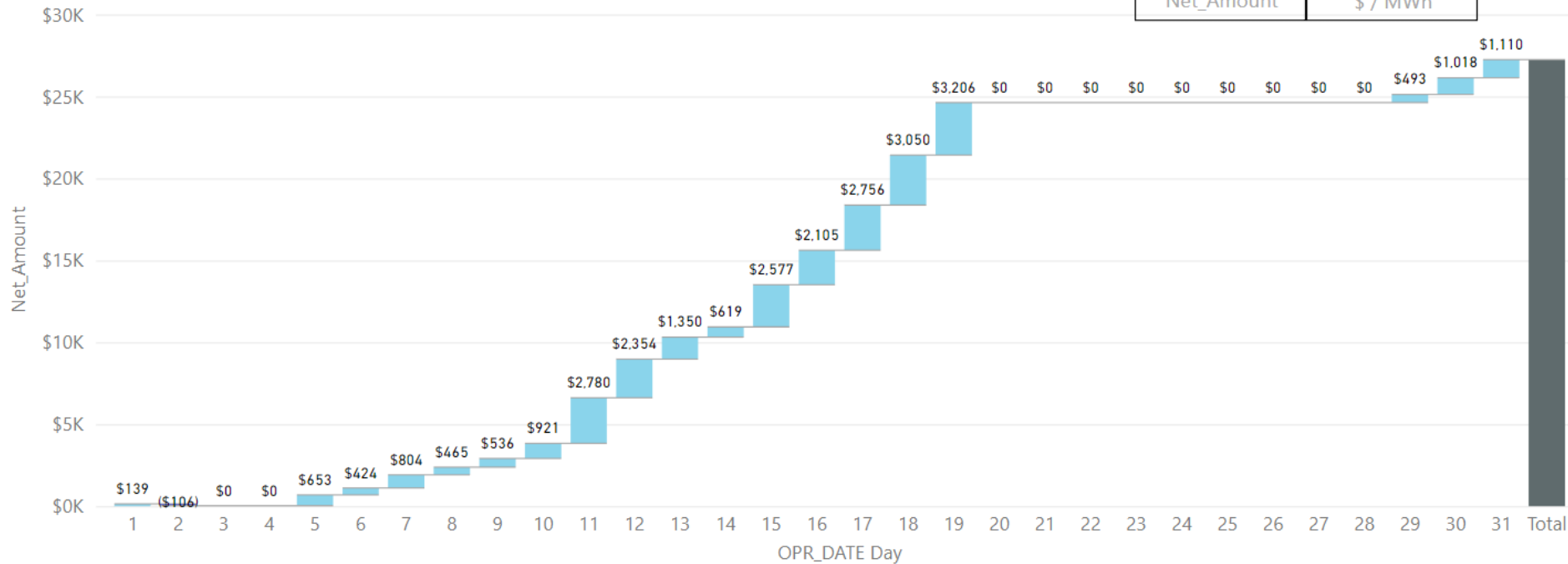
July 2022 Cost of Loss Component

\$27,252

Net_Amount

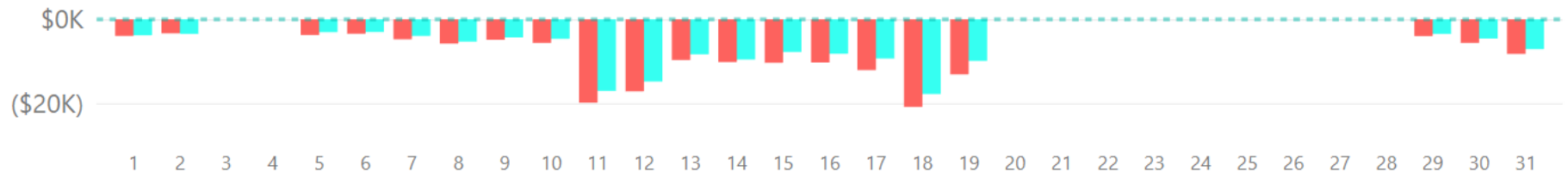
\$0.54

\$ / MWh



NP15_Cost and LEC_Cost by Day

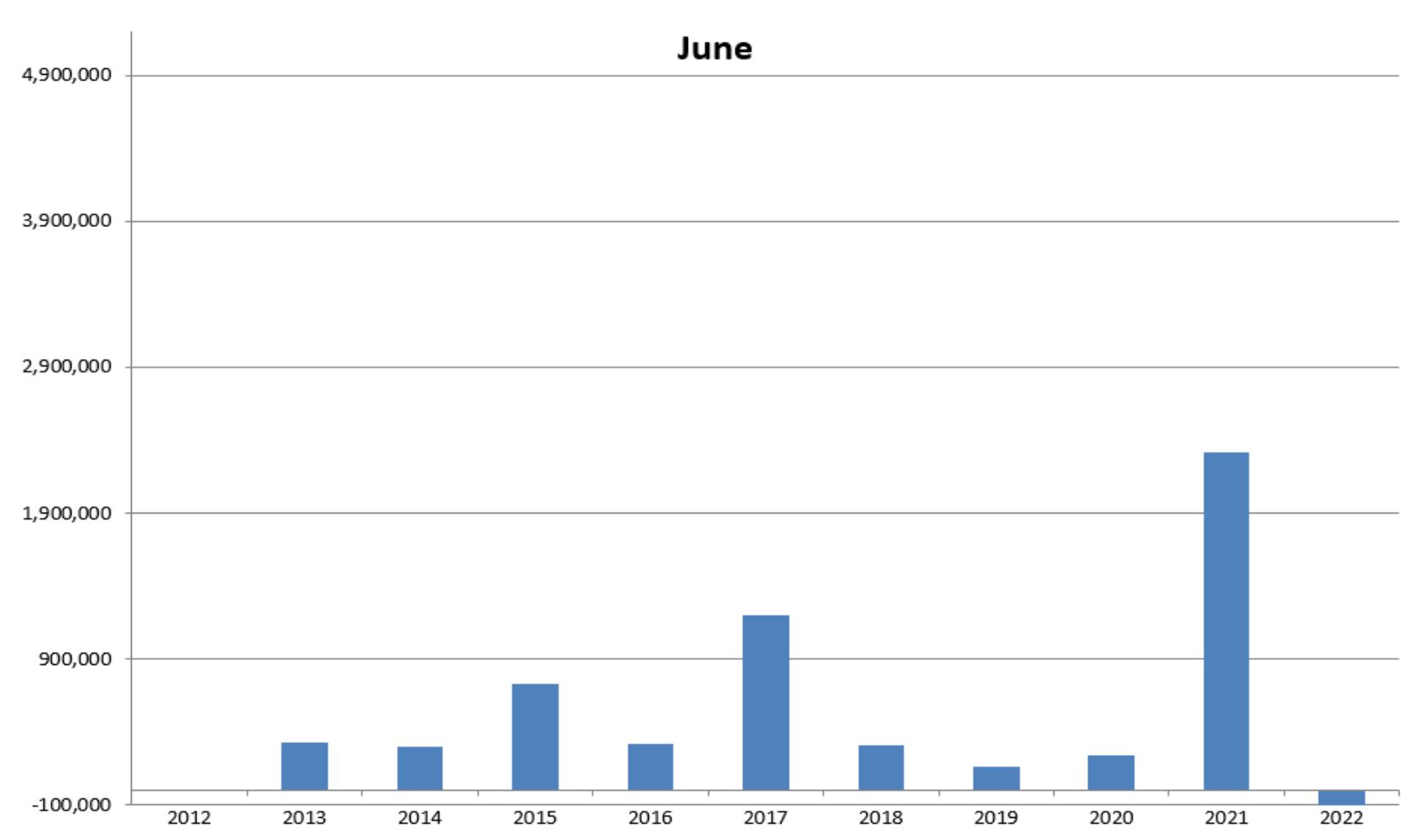
● NP15_Cost ● LEC_Cost



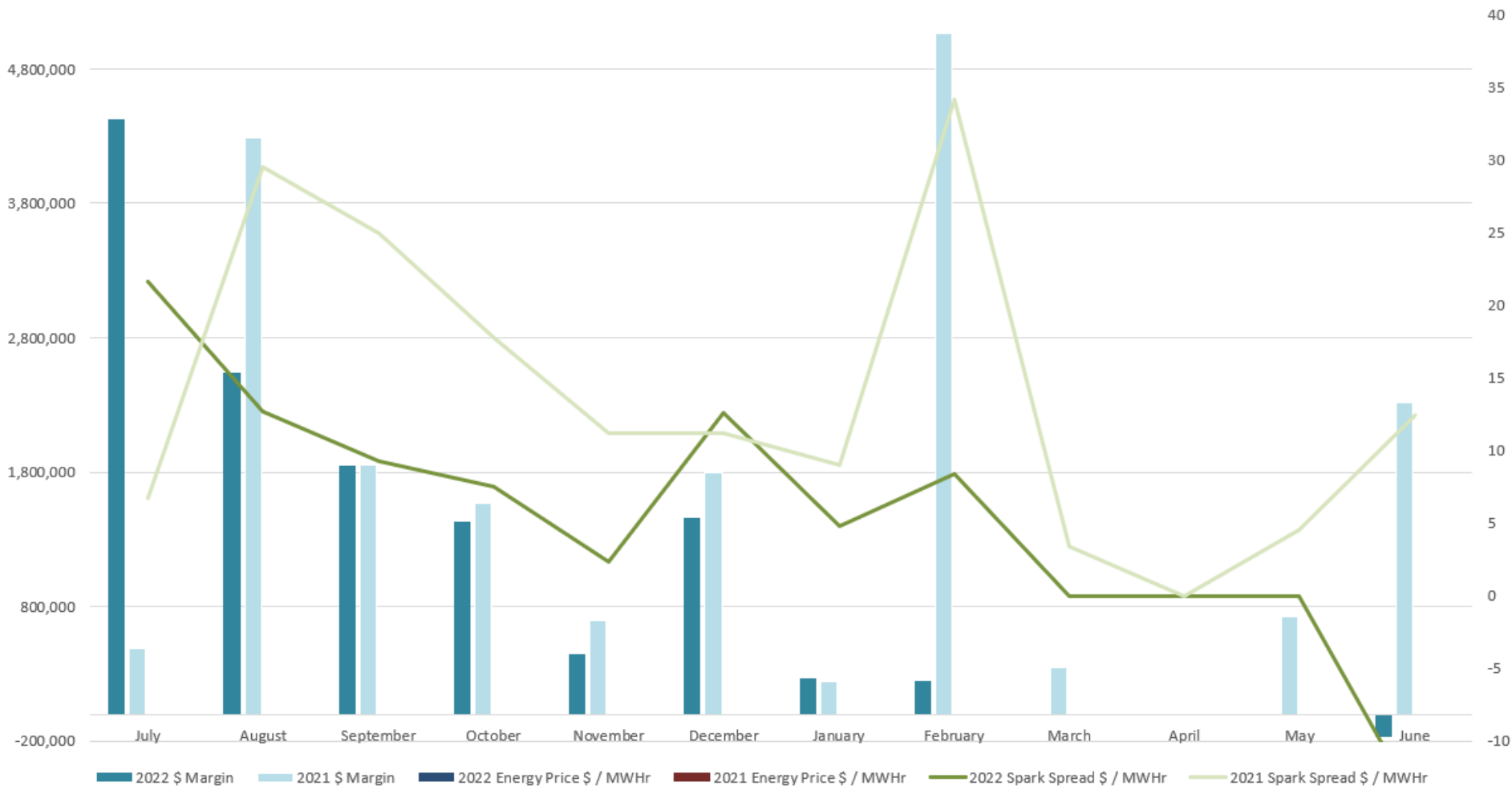
June Asset Report

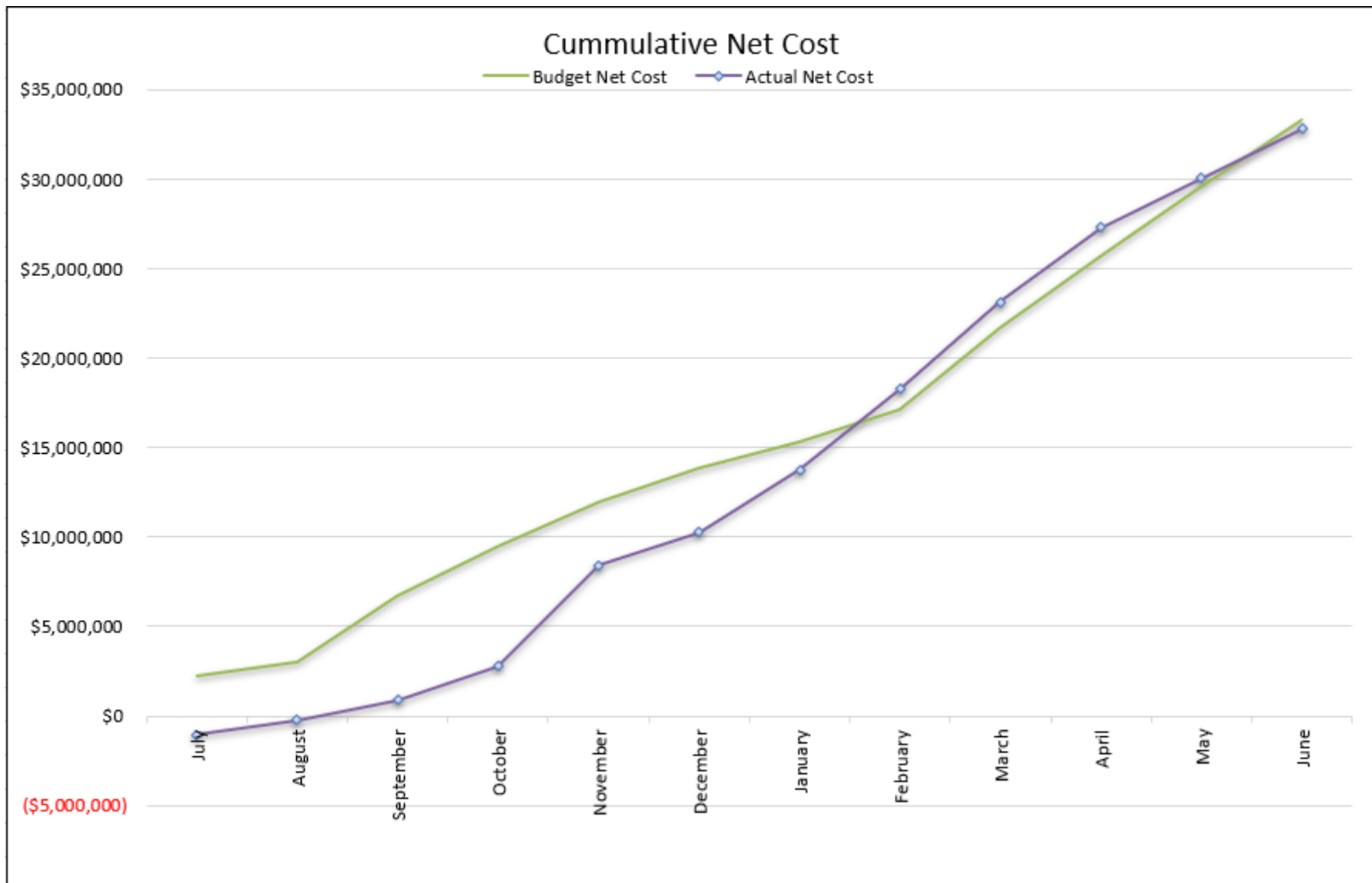
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	2,047,412	8,307,334	1,633,614	(6,259,922)	-75%	
VOM	2,353,692	6,937,428	1,536,755	(4,583,736)	-66%	Outage Extension, Test runs & Market Weakness
Fixed	445,108	981,398	981,398	(536,290)	-55%	Transfer Maint. Reserve
Projects	-393,557	417,226	417,226	(810,783)	-194%	Transfer Maint. Reserve
A&G	208,151	208,174	208,174	(23)	0%	
Debt	2,197,050	2,167,355	2,167,355	29,695	1.37%	
Net Cost	(2,763,032)	(2,404,247)	(3,677,294)	(358,786)	15%	
Net Annual Cost		(32,509,364)	(33,283,102)	\$773,738		
				Below budget by 2.32%		

Historical Margins



Historical Monthly Comparison





Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 07/26/2022

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2022 Budget	Percent Used	Comments
VOM	9,973,134	10,171,044	11,917,713	12,637,208	12,875,378	6,895,212	3,306,184	3,131,149	30,108	-39,158	173,886	2,070,759	73,142,618	44,037,328	166.1%	
Capacity Factor	91%	89%	92%	85%	87%	51%	25%	15%	0%	0%	0%	5%	45%	41%	109.3%	Extended outage
Fuel Consumed (mmBTU, estimated)	1,420,025	1,389,734	1,383,289	1,330,762	1,334,646	826,291	403,005	219,330	0	0	0	122,095	8,429,176	6,475,833	130.2%	
Avg Fuel Cost (\$/mmBTU)	5.29	5.56	6.85	7.23	6.30	6.19	5.92	6.15	0.00	0.00	0.00	8.74	6.25	4.72	132.3%	
Power Produced (MWhr, estimated)	204,130	200,395	199,055	189,965	189,397	115,364	55,697	29,592	0	0	0	15,029	1,198,624	945,377	126.8%	
Avg Power Price (\$/MWhr)	72.84	66.18	71.56	76.12	65.05	74.88	67.31	77.63	0.00	0.00	0.00	135.10	71.64	52.25	137.1%	
Operations / Variable / LTSA	208,331	139,261	176,151	240,945	1,573,747	138,127	81,725	1,281,113	30,108	-39,158	14,000	307,179	4,151,529	3,601,753	115.3%	
Fuel (estimated)	7,516,063	7,721,496	9,476,215	9,617,541	8,411,777	5,113,416	2,385,777	1,349,426	0	0	159,667	1,067,628	52,819,006	31,029,301	170.2%	Market was weak compared to forecast
AB32 GHG Offset (estimated)	1,754,343	1,752,725	1,893,734	2,045,914	2,346,195	1,339,784	702,007	349,209	0	0	239	201,555	12,385,705	6,268,971	197.6%	
CA ISO Charges (estimated)	494,397	557,562	371,613	732,809	543,658	303,886	136,675	151,402	0	0	-20	494,397	3,786,378	3,137,303	120.7%	
Routine O&M (Fixed)	1,370,254	1,247,653	878,388	1,157,098	2,544,948	984,947	1,358,407	1,049,969	1,389,710	1,358,331	-1,013,046	445,108	12,771,767	12,766,299	100.0%	
Maintenance / Fixed	410,514	180,863	155,734	213,715	181,413	248,251	477,402	299,229	397,679	376,769	534,420	-486,918	2,989,071	2,989,071	100.0%	Transfer from Maint. Reserve
Administration	4,749	2,109	4,458	6,998	20,420	5,531	21,532	5,412	4,926	5,108	25,688	9,759	116,690	216,277	54.0%	
Mandatory Costs	32,768	120,740	14,347	16,887	18,948	22,527	18,794	10,731	31,434	35,039	45,063	35,840	403,118	312,245	129.1%	
Inventory Stock	13,076	253,650	0	270,451	1,639,616	5,443	127,235	35,754	19,898	16,773	-2,381,895	16,962	16,963	-	0.0%	
Labor	652,467	426,770	446,181	391,268	411,041	446,515	551,544	438,059	674,695	664,174	472,101	594,805	6,169,620	6,040,384	102.1%	
Insurance	131,374	131,374	131,374	131,374	131,374	131,374	29,307	131,374	131,374	131,374	131,374	131,374	1,474,421	1,576,482	93.5%	
Power Management & Settlements	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	1,503,672	1,503,669	100.0%	
Other Costs	0	6,841	988	1,099	16,830	0	7,287	4,104	4,398	3,788	34,897	17,980	98,212	128,171	76.6%	
Projects	163,427	206,099	197,649	156,259	158,193	239,577	183,306	215,223	1,067,666	473,584	1,166,746	-393,557	3,834,172	5,006,910	76.6%	
Maintenance Reserve	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	1,875,108	1,875,102	100.0%	
Operations & Maintenance Projects	7,168	49,840	41,390	0	1,934	83,318	27,047	58,964	473,492	317,325	1,010,487	-552,219	1,518,746	1,375,308	110.4%	Transfer from Maint. Reserve
Capital Projects	0	0	0	0	0	0	0	0	437,915	0	0	2,403	440,318	1,756,500	25.1%	
A&G	159,749	229,105	235,597	208,151	208,151	208,151	208,151	208,151	208,151	208,151	208,151	208,151	2,497,810	2,498,154	100.0%	
Administrative & General (Allocated)	134,398	198,391	200,472	177,754	177,754	177,754	177,754	177,754	177,754	177,754	177,754	177,754	2,133,047	2,133,321	100.0%	
Generation Services Shared	25,351	30,714	35,125	30,397	30,397	30,397	30,397	30,397	30,397	30,397	30,397	30,397	364,763	364,833	100.0%	
Total O&M Cost	11,666,564	11,853,901	13,229,347	14,158,716	15,786,670	8,327,887	5,056,048	4,604,492	2,695,635	2,000,908	535,737	2,330,461	92,246,367	64,308,691	143.4%	
Debt Service	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	2,197,050	26,364,600	26,008,268	101.4%	
Revenues	14,889,851	13,271,811	14,285,186	14,481,816	12,346,225	8,648,200	3,772,722	2,318,748	16,134	11,486	12,012	2,047,412	86,101,603	57,033,857	151.0%	
ISO Energy Sales (estimated)	14,868,316	13,262,248	14,244,822	14,460,125	12,319,751	8,637,919	3,749,146	2,297,347	0	0	0	2,030,384	85,870,058	49,394,211	173.8%	
Other Income	21,535	9,563	40,364	21,691	26,474	10,281	23,576	21,401	16,134	11,486	12,012	17,028	231,545	7,639,646		
Net	\$1,026,237	(\$779,140)	(\$1,141,211)	(\$1,873,950)	(\$5,637,494)	(\$1,876,737)	(\$3,480,376)	(\$4,482,795)	(\$4,876,551)	(\$4,186,472)	(\$2,720,775)	(\$2,480,099)	(\$32,509,364)	(\$33,283,102)	Below budget by 2.32%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: August 8, 2022
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended June 30, 2022

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

Cash - At month end cash totaled \$427.

Investments - The carrying value of the LEC's investment portfolio totaled \$26,264,768 at month end. The current market value of the portfolio totaled \$25,071,680.

The overall portfolio had a combined weighted average interest rate of 1.307% with a bond equivalent yield (yield to maturity) of 1.301%. Investments with a maturity greater than one year totaled \$13,994,000. During the month \$9,657,511 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 60 basis points from 1.07% to 1.67% and rates on one year T-Bills increased 81 basis points from 2.02% to 2.83%.

To the best of my knowledge and belief, all securities held by LEC as of June 30, 2022 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

JUNE 30, 2022

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
June 30, 2022

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 427	\$ 2,351,147	\$ 2,351,574	8.95%	\$ 2,346,697
Debt Service Reserve	-	11,735,332	11,735,332	44.68%	11,363,640
O & M Reserve	-	11,717,176	11,717,176	44.60%	10,900,230
	427	25,803,655	25,804,082	98.23%	24,610,567
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	461,113	461,113	1.77%	461,113
Participant Deposit Account	-	-	-	-	-
	\$ 427	\$ 26,264,768	\$ 26,265,195	100.00%	\$ 25,071,680

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
June 30, 2022

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 10	\$ 15,707,367	\$ (22,527,289)	\$ (2,349,703)	\$ 2,167,449	\$ (7,002,166)
Debt Service Reserve	17,749	44,219	7,066,646	-	(7,128,614)	-	-
O & M Reserve	-	7,602	171,592	-	(179,194)	-	-
	17,749	51,831	22,945,605	(22,527,289)	(9,657,511)	2,167,449	(7,002,166)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ 17,749	\$ 51,831	\$ 22,945,605	\$ (22,527,289)	\$ (9,657,511)	\$ 2,167,449	\$ (7,002,166)

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
June 30, 2022

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,349,703	\$ (15,707,367)	\$ 474	\$ -	\$ -	\$ (13,357,190)
Debt Service Reserve	7,128,614	(7,066,646)	6,926	-	-	68,894
O & M Reserve	179,194	(171,592)	(765)	-	-	6,837
	<u>9,657,511</u>	<u>(22,945,605)</u>	<u>6,635</u>	<u>-</u>	<u>-</u>	<u>(13,281,459)</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 9,657,511</u>	<u>\$ (22,945,605)</u>	<u>\$ 6,635</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (13,281,459)</u>

Less Non- Cash Activity

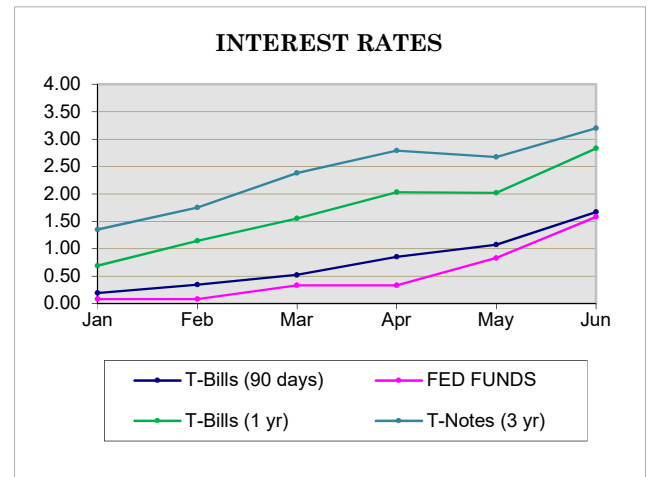
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>(6,635)</u>
Net Change in Investment –Before Non-Cash Activity	<u>\$ (13,288,094)</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
June 30, 2022

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.307%	1.301%
Debt Service Account	2.164%	2.215%
Debt Service Reserve	1.505%	1.532%
O & M Reserve	0.977%	0.924%
GHG Cash Account	0.315%	0.315%

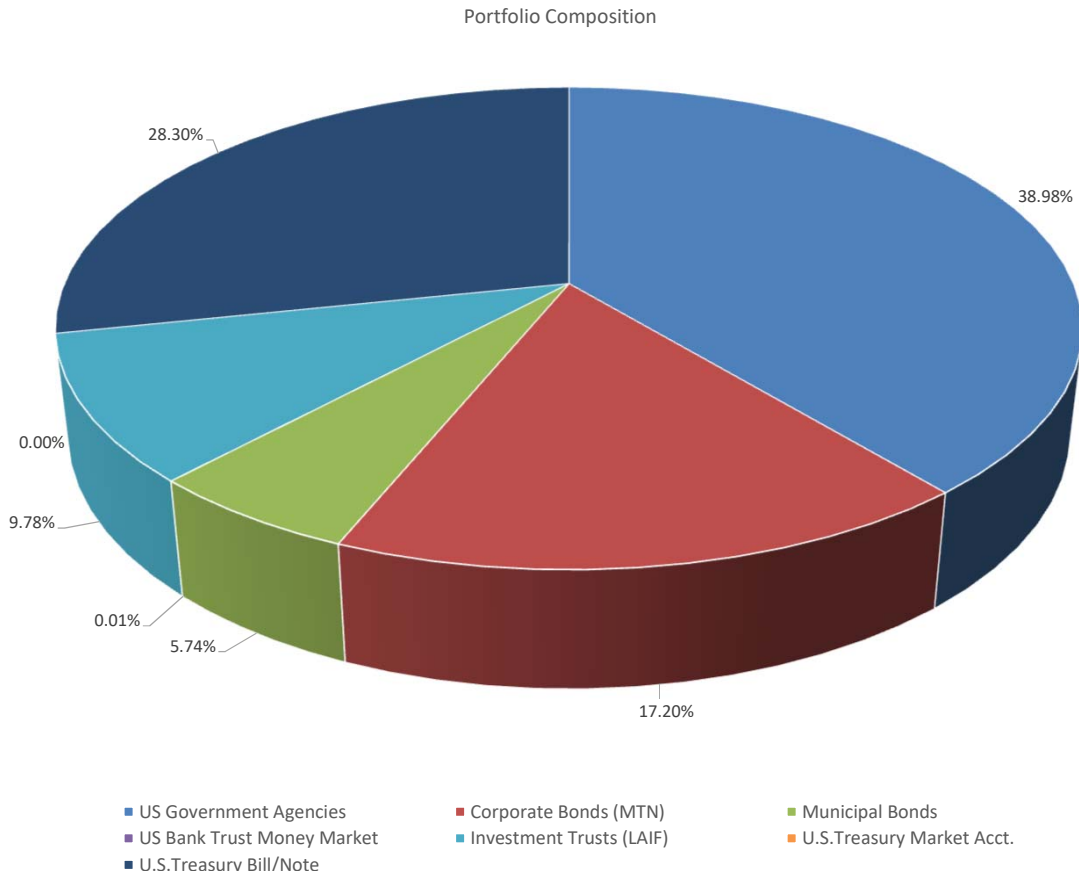
KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	1.58%	0.10%
T-Bills (90da.)	1.67%	0.05%
Agency Disc (90da.)	2.00%	0.08%
T-Bills (1yr.)	2.83%	0.09%
Agency Disc (1yr.)	2.80%	0.12%
T-Notes (3yr.)	3.20%	0.47%



Northern California Power Agency/Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
June 30, 2022

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ 2,188	\$ -	\$ -	\$ 8,000	\$ -	\$ 10,188	38.98%
Corporate Bonds (MTN)	-	-	-	-	-	4,494	-	4,494	17.20%
Municipal Bonds	-	-	-	-	-	1,500	-	1,500	5.74%
US Bank Trust Money Market	2	-	-	-	-	-	-	2	0.01%
Investment Trusts (LAIF)	2,557	-	-	-	-	-	-	2,557	9.78%
U.S.Treasury Market Acct.	-	-	-	-	-	-	-	-	0.00%
U.S.Treasury Bill/Note	-	18	7,379	-	-	-	-	7,397	28.30%
Total Dollars	\$ 2,559	\$18	\$ 9,567	\$ -	\$ -	\$13,994	\$ -	\$ 26,138	100.00%
Total Percents	9.79%	0.07%	36.60%	0.00%	0.00%	53.54%	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

06/30/2022

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	540	0.010		540		1	0.010	540	SYS79004	79004	540
Federal Home Loan Ba	USBT	728,000	2.200	06/29/2022	721,104	12/01/2022	153	2.251	719,832	313385R57	27426	721,193
U.S. Treasury	USBT	113,000	1.550	06/03/2022	112,119	12/01/2022	153	1.583	111,941	912796P94	27413	112,256
Fund Total and Average		\$ 841,540	2.111		\$ 833,763		153	2.161	\$ 832,313			\$ 833,989

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	430	0.010		430		1	0.010	430	SYS79012	79012	430
Federal Home Loan Ba	USBT	787,000	2.200	06/29/2022	779,545	12/01/2022	153	2.251	778,170	313385R57	27427	779,642
U.S. Treasury	USBT	60,000	2.149	06/15/2022	59,394	12/01/2022	153	2.202	59,438	912796P94	27417	59,452
Fund Total and Average		\$ 847,430	2.195		\$ 839,369		153	2.247	\$ 838,038			\$ 839,524

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	673,000	2.200	06/29/2022	666,625	12/01/2022	153	2.251	665,449	313385R57	27428	666,707
U.S. Treasury	USBT	11,000	1.549	06/03/2022	10,914	12/01/2022	153	1.583	10,897	912796P94	27414	10,928
Fund Total and Average		\$ 684,000	2.190		\$ 677,539		153	2.241	\$ 676,346			\$ 677,635
GRAND TOTALS:		\$ 2,372,970	2.164		\$ 2,350,671		153	2.215	\$ 2,346,697.			\$ 2,351,148

*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 06/30/2022



Northern California Power Agency

Treasurer's Report

06/30/2022

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	363	0.010		363		1	0.010	363	SYS79005	79005	363
U.S. Treasury	USBT	18,000	0.947	05/11/2022	17,946	09/01/2022	62	0.963	17,953	912796T66	27402	17,971
U.S. Treasury	USBT	4,250,000	2.150	06/15/2022	4,207,105	12/01/2022	153	2.202	4,210,178	912796P94	27418	4,211,166
U.S. Treasury	USBT	514,000	1.952	06/21/2022	509,455	12/01/2022	153	1.997	509,184	912796P94	27422	509,734
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,340	0.840	4,079,410	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,442	0.799	137,652	3130AN4T4	27270	150,435
Fund Total and Average		\$ 9,362,363	1.494		\$ 9,315,397		738	1.518	\$ 8,954,740			\$ 9,319,669

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	530	0.010	07/01/2021	530		1	0.010	530	SYS79006	79006	530
U.S. Treasury	USBT	2,277,000	1.550	06/03/2022	2,259,255	12/01/2022	153	1.583	2,255,665	912796P94	27415	2,262,000
Fund Total and Average		\$ 2,277,530	1.550		\$ 2,259,785		153	1.584	\$ 2,256,195			\$ 2,262,530

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	148	0.010		148		1	0.010	148	SYS79013	79013	148
U.S. Treasury	USBT	154,000	1.549	06/03/2022	152,800	12/01/2022	153	1.583	152,557	912796P94	27416	152,986
Fund Total and Average		\$ 154,148	1.549		\$ 152,948		153	1.582	\$ 152,705			\$ 153,134
GRAND TOTALS:		\$ 11,794,041	1.505		\$ 11,728,130		617	1.532	\$ 11,363,640.			\$ 11,735,333

*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 06/30/2022

Callable Dates:

Inv #
27199 FFCB Anytime



Northern California Power Agency

Treasurer's Report

06/30/2022

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		2,095,498	0.315		2,095,498		1	0.315	2,095,498	SYS70047	70047	2,095,498
First American Govt.	USBGC	0	0.620		0		1	0.620	0	SYS70041	70041	0
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	884	1.776	461,680	14912L6G1	26952	480,803
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,096	0.610	460,435	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,124	0.579	927,900	3136G4D75	27047	1,000,616
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,144	0.600	926,780	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,186	0.530	689,115	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,186	0.530	608,695	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,318	0.699	455,220	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,399	1.200	447,630	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,476	1.050	899,040	57629WDE7	27250	1,005,889
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,517	1.250	88,766	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,536	1.227	450,140	14913R2Q9	27290	498,432
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,577	1.567	781,635	872898AA9	27335	856,405
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,592	1.490	465,642	74460DAG4	27310	515,212
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,592	1.475	962,026	74460DAG4	27341	1,065,093
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,796	3.654	180,028	088006KB6	27424	179,229
Fund Total and Average		\$ 11,709,498	0.977		\$ 11,735,364		1099	0.924	\$ 10,900,230			\$ 11,717,177
GRAND TOTALS:		\$ 11,709,498	0.977		\$ 11,735,364		1099	0.924	\$ 10,900,230.			\$ 11,717,177

*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 06/30/2022

Callable Dates:

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



Northern California Power Agency

Treasurer's Report

06/30/2022

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		461,113	0.315		461,113		1	0.315	461,113	SYS70046	70046	461,113
Fund Total and Average		\$ 461,113	0.315		\$ 461,113		1	0.315	\$ 461,113			\$ 461,113
GRAND TOTALS:		\$ 461,113	0.315		\$ 461,113		1	0.315	\$ 461,113.			\$ 461,113

*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 06/30/2022



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: August 8, 2022

To: Lodi Energy Center Project Participant Committee

Subject: June 30, 2022 Financial Reports (Unaudited)

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

	<u>June</u>	
	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 461,113	\$ 141,282
Interest receivable	30,082	28,175
Inventory and supplies - at average cost	2,252,372	2,184,890
Prepaid insurance	606,527	683,537
Due from (to) Agency, net	9,068,312	18,753,304
TOTAL CURRENT ASSETS	<u>12,418,406</u>	<u>21,791,188</u>
RESTRICTED ASSETS		
Cash and cash equivalents	2,097,936	9,643,566
Investments	22,513,055	22,337,786
Interest receivable	12,376	18,058
TOTAL RESTRICTED ASSETS	<u>24,623,367</u>	<u>31,999,410</u>
ELECTRIC PLANT		
Electric plant in service	446,092,894	410,208,081
Less: accumulated depreciation	(124,032,154)	(109,018,183)
TOTAL ELECTRIC PLANT	<u>322,060,740</u>	<u>301,189,898</u>
OTHER ASSETS		
Regulatory assets	29,723,657	29,809,718
TOTAL OTHER ASSETS	<u>29,723,657</u>	<u>29,809,718</u>
TOTAL ASSETS	<u>388,826,170</u>	<u>384,790,214</u>
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	855,764	1,185,226
Asset retirement obligations	192,330	187,490
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>1,048,094</u>	<u>1,372,716</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 389,874,264</u>	<u>\$ 386,162,930</u>

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

	June	
	2022	2021
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 2,157,743	\$ 6,059,187
Operating reserves	12,482,270	15,994,141
Current portion of long-term debt	13,828,446	12,880,000
Accrued interest payable	1,076,535	1,101,134
TOTAL CURRENT LIABILITIES	29,544,994	36,034,462
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	461,985	141,606
Asset retirement obligations	192,330	187,490
Long-term debt, net	315,090,067	293,655,000
TOTAL NON-CURRENT LIABILITIES	315,744,382	293,984,096
TOTAL LIABILITIES	345,289,376	330,018,558
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	33,045,989	39,683,346
NET POSITION		
Invested in capital assets, net of related debt	4,509,569	5,277,602
Restricted	94,325	6,529,688
Unrestricted	6,935,005	4,653,736
TOTAL NET POSITION	11,538,899	16,461,026
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 389,874,264	\$ 386,162,930

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

		Fiscal Year Ended June	
		2022	2021
SALES FOR RESALE			
Participants	\$	27,175,369	\$ 28,202,429
Other		86,177,768	69,021,483
TOTAL SALES FOR RESALE		113,353,137	97,223,912
OPERATING EXPENSES			
Operations		81,624,868	48,056,347
Depreciation		15,024,721	14,140,651
Purchased power		3,515,425	2,151,686
Maintenance		9,771,205	6,371,798
Administrative and general		5,646,539	5,426,933
Transmission		530,716	878,922
Intercompany (sales) purchases		392,843	404,416
TOTAL OPERATING EXPENSES		116,506,317	77,430,753
NET OPERATING REVENUES		(3,153,180)	19,793,159
OTHER REVENUES (EXPENSES)			
Interest expense		(14,082,681)	(13,800,568)
Interest income		(912,086)	162,458
Other		10,165,294	3,969,735
TOTAL OTHER REVENUES (EXPENSES)		(4,829,473)	(9,668,375)
FUTURE RECOVERABLE AMOUNTS		2,648,651	862,014
REFUNDS TO PARTICIPANTS		411,875	(185,709)
INCREASE IN NET POSITION		(4,922,127)	10,801,089
NET POSITION			
Beginning of year		16,461,026	5,659,937
End of period	\$	11,538,899	\$ 16,461,026

**Lodi Energy Center
FY 2022 Operating Costs
As of June 30, 2022**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 3,601,753	\$ 4,147,104	\$ (545,351)	0%	A
Fuel & LDC Costs	31,029,301	54,510,693	(23,481,392)	0%	B
GHG Allowance Costs	6,268,971	17,471,318	(11,202,347)	0%	B
CA ISO Charges	470,645	530,716	(60,071)	0%	C
CA ISO Energy Purchases	2,666,658	3,515,425	(848,767)	0%	C
Total Variable Costs	44,037,328	80,175,256	(36,137,928)	0%	
Routine O&M Costs					
Fixed O&M	2,989,071	2,639,860	349,211	12%	A
Administration	216,277	120,799	95,478	44%	
Mandatory Costs	312,245	403,432	(91,187)	0%	D
Inventory Stock	-	-	-	0%	
Routine O&M Costs without Labor	3,517,593	3,164,091	353,502	10%	
Labor	6,040,384	6,169,521	(129,137)	0%	
Total Routine O&M Cost	9,557,977	9,333,612	224,365	2%	
Other Plant Costs					
Debt Service	26,008,267	26,008,267	-	0%	
Insurance	1,576,482	1,337,387	239,095	15%	
Other Costs	128,171	105,399	22,772	18%	
Generation Services Shared	364,833	364,790	43	0%	
Administrative & General (Allocated)	2,133,321	2,133,048	273	0%	
Power Management Allocated Costs	1,503,669	1,503,669	-	0%	
Total Other Plant Costs	31,714,743	31,452,560	262,183	1%	
Total O&M Costs	85,310,048	120,961,428	(35,651,380)	0%	
Projects					
Operations & Maintenance	1,375,308	1,714,120	(338,812)	0%	
Capital	1,756,500	440,318	1,316,182	75%	
Maintenance Reserve	1,875,102	1,875,102	-	0%	
Total Projects	5,006,910	4,029,540	977,370	20%	
Annual Cost	90,316,958	124,990,968	(34,674,010)	0%	
Less: Third Party Revenue					
Interest Income	385,845	231,958	153,887	40%	E
ISO Energy Sales	49,394,211	82,918,132	(33,523,921)	0%	E
Ancillary Services Sales	1,152,080	3,259,637	(2,107,557)	0%	E
GHG Allowance Credits	6,101,721	16,383,697	(10,281,976)	0%	
Other Income	-	1,900	(1,900)	0%	
	57,033,857	102,795,324	(45,761,467)	0%	
Net Annual Cost to Participants	\$ 33,283,101	\$ 22,195,644	\$ 11,087,457	33%	

Total Variable Costs	44,037,328	80,175,256	(36,137,928)
Total Fixed Costs	46,279,630	44,815,712	1,463,918
	\$ 90,316,958	\$ 124,990,968	\$ (34,674,010)

Net Cumulative Generation (MWh)	945,377	1,198,616
Total O&M Cost Per MWh	\$ 90.24	\$ 100.92
Net Annual Cost Per MWh	\$ 35.21	\$ 18.52

Footnotes:

General - The plant ran 9 out of 30 days during the month.

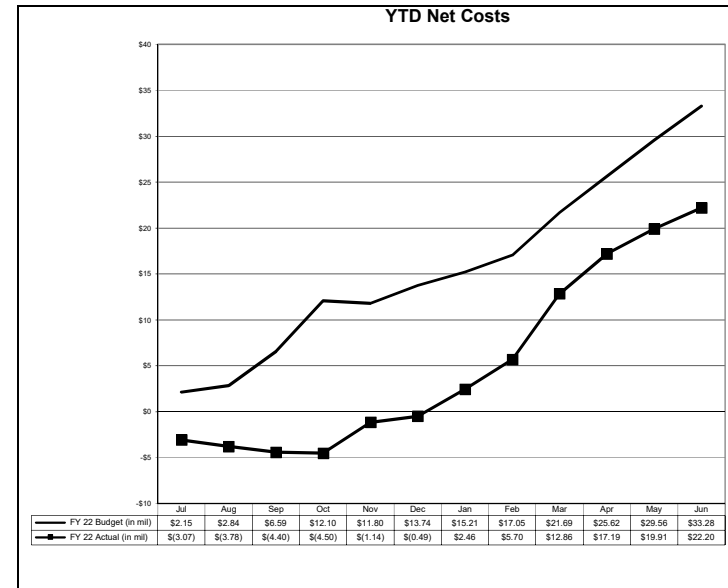
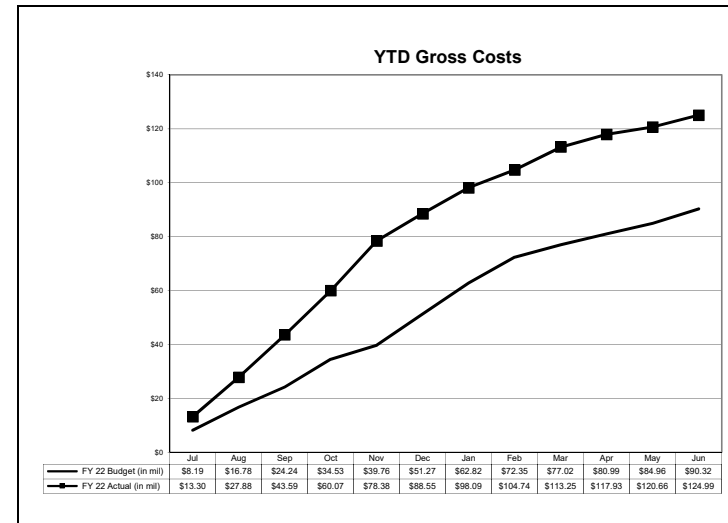
A - Higher than budget variable and fixed costs for chemicals and filters as the plant ran more year to date.

B - Higher than budget fuel and GHG costs due to higher generation and prices; actual YTD of 1,198,616 MWh vs budget of 945,377 MWh.

C - Higher CAISO costs due to higher generation.

D - Expenditure for annual permit fees which were higher than expected.

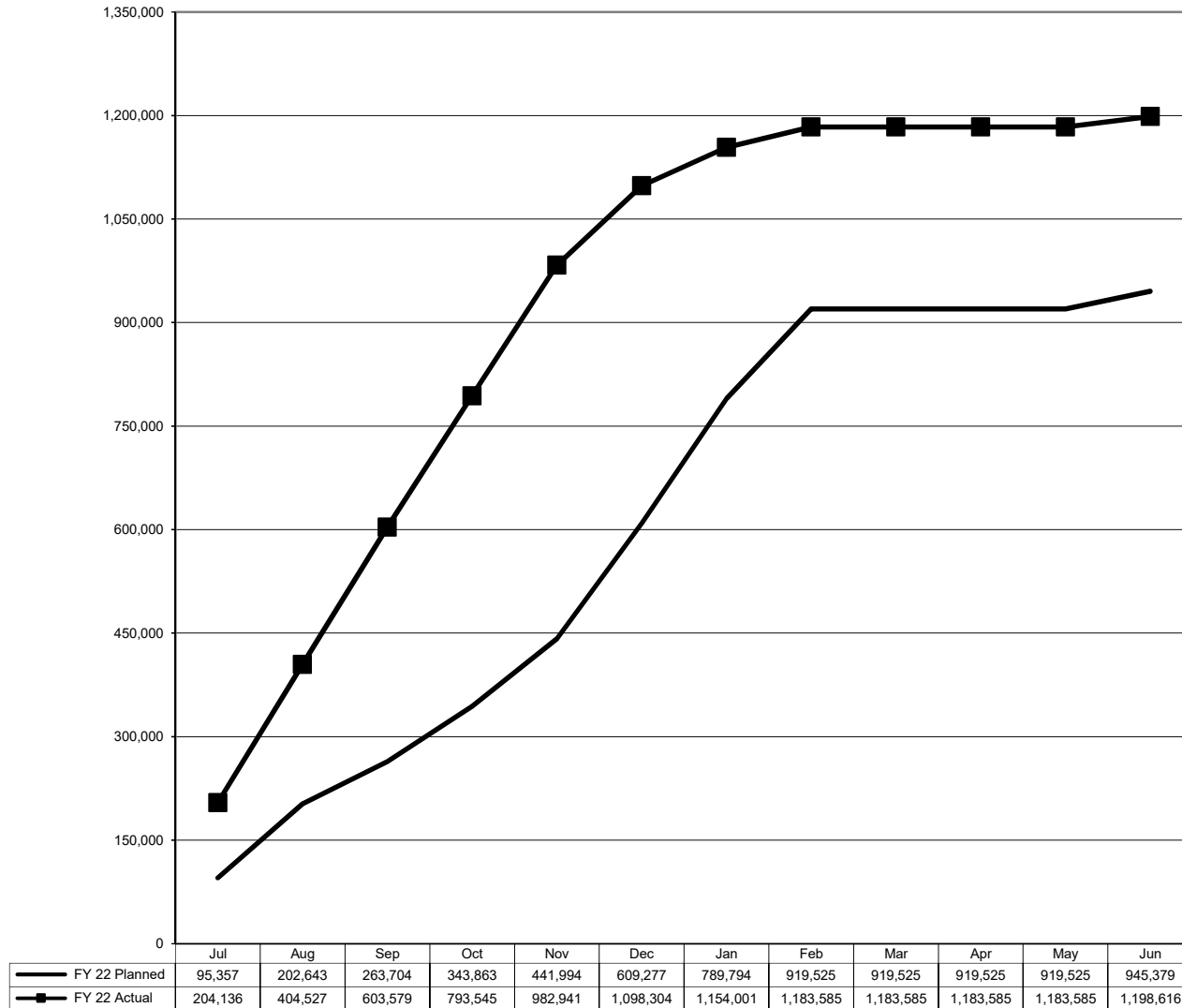
E - Higher than expected revenue due to higher generation and market prices.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2022

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: August 8, 2022

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual						Estimated						CY 2022	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	55,697	29,584	0	0	0	15,031	116,019	167,280	162,004	139,231	144,886	167,402	997,134	11,380,404
Gas Schedule (MMBtu)	403,195	220,591	0	0	0	123,728	900,310	1,298,095	1,257,152	1,080,436	1,124,315	1,299,042	7,706,864	82,341,071
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	21,758	11,904	0	0	0	6,677	48,585	70,052	67,842	58,306	60,674	70,103	415,901	4,451,587
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	633,125	645,029	645,029	645,029	645,029	651,706	700,291	770,343	838,185	896,491	957,165	1,027,268	1,027,268	1,027,268
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	69,263
Auction Allowances	55,655	0	223,522	0	0	0	0	0	0	0	0	0	279,177	4,331,852
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	55,655	0	223,522	0	0	0	0	0	0	0	0	0	279,177	4,401,115
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	55,655	0	223,522	0	0	0	0	0	0	0	0	0	279,177	4,447,437
Cumulative MT Account Balance (MTA)	805,740	805,740	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262	1,029,262
MTA Shortfall (MT)	(172,615)	(160,711)	(384,233)	(384,233)	(384,233)	(377,556)	(328,971)	(258,919)	(191,077)	(132,771)	(72,097)	(1,994)	(1,994)	(1,994)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	461,028	0	0	0	0	0	461,028
Monthly GHG Price	30.51	30.70	35.28	31.06	31.25	35.83	31.61	31.80	36.38	32.16	32.35	36.93		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: August 8, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Proclaiming a Local Emergency Persists in the City of Santa Clara and the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period of August 8, 2022, through September 7, 2022, Pursuant to the Brown Act

Proposal

Proclaim that a local emergency persists in the City of Santa Clara and the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the period of August 8, 2022, through September 7, 2022, pursuant to the Ralph M. Brown Act (Brown Act).

Background

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

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

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

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

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

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

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

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

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

The LEC PPC now considers adoption of a subsequent resolution to continue to meet by teleconference and make the meetings available telephonically to any members of the public for the period from August 8, 2022, through September 7, 2022.

Fiscal Impact

There is no fiscal impact as a result of authorizing teleconference meetings of the LEC PPC for the period August 8, 2022, through September 7, 2022.

Environmental Analysis

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

Submitted by:

A handwritten signature in cursive script, reading "Jane E. Luckhardt".

JANE E. LUCKHARDT
NCPA General Counsel

Attachments: 1

- Proposed Resolution 2022-11

RESOLUTION NO. 2022-11

A RESOLUTION OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE PROCLAIMING A LOCAL EMERGENCY PERSISTS IN THE CITY OF SANTA CLARA AND IN THE MODESTO IRRIGATION DISTRICT, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY GOVERNOR GAVIN NEWSOM, AND AUTHORIZING THE CONTINUATION OF REMOTE TELECONFERENCE MEETINGS OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE FOR THE PERIOD AUGUST 8, 2022, THROUGH SEPTEMBER 7, 2022, PURSUANT TO THE BROWN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 7, 2022, or (ii) such time the LEC PPC adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the LEC PPC may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

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

DEANE BURK, CHAIR

ATTEST: _____
ASSISTANT SECRETARY



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.:12

Meeting Date: August 8, 2022

To: Lodi Energy Center Project Participant Committee

Subject: EN Engineering, LLC – First Amendment to Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

Proposal

Approve the First Amendment to the Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying the Scope of Work, for continued use at any facilities owned and/or operated by NCPA.

Background

Engineering and testing related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Professional Services Agreement with EN Engineering, LLC for excitation system upgrade services, transmission/distribution services and NERC/WECC compliance testing/report services, effective March 7, 2022, for an amount not to exceed \$1,000,000, for use at all NCPA facilities.

NCPA now desires to enter into a First Amendment to the Multi-Task Professional Services Agreement modifying the Scope of Work to include root cause analysis services. NCPA currently has agreements in place for similar services with BBA USA, Inc., Nor-Cal Controls, ES, Inc. and Utility System Efficiencies.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Assistant General Manager
Generation Services

Attachments: (3)

- Multi-Task Professional Services Agreement with EN Engineering, LLC
- First Amendment to Multi-Task Professional Services Agreement with EN Engineering, LLC



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EN ENGINEERING, LLC

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and EN Engineering, LLC, a corporation with its office located at 28100 Torch Parkway, Suite 400, Warrenton, IL 60555 ("Consultant") (together sometimes referred to as the "Parties") as of March 7, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$500,000. No endorsement shall be attached limiting the coverage.

- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$500,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Not applicable.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such negligence, recklessness or willful misconduct, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. In accordance with California Civil Code §2782.8, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of its Liabilities.
- 5.3 Limitation of Liability.** Neither Agency nor Consultant shall be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, whether based in contract, warranty or other legal theory. The total and aggregate liability of consultant for any and all liabilities, losses, claims, damages, judgements and awards shall be limited to the greater of the applicable insurance limits required to be maintained by Consultant under this agreement or \$5,000,000.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Such documents or materials prepared by Consultant shall become the property of Agency upon payment for the Services as required under this Agreement. This notwithstanding, Consultant shall maintain its ownership rights in its independently developed and pre-existing intellectual property rights ("Consultant IP"). If and to the extent any such Consultant IP is incorporated within any documents or materials delivered to Agency under this Agreement, Consultant grants Agency an irrevocable, worldwide, royalty free license to use, maintain and repair such Consultant IP to the extent necessary to gain the full advantage and benefits of the Services provided by Consultant. Any IP developed through this Agreement shall be jointly owned by Agency and Consultant. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Consultant shall not be responsible or liable for any unintended reuse or revisions or modifications made to the documents or materials prepared by and delivered to Consultant under this Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such

remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Mike Fogarty, Vice President
EN Engineering, LLC
28100 Torch Parkway, Suite 400
Warrenville, IL 60555

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date 3/7/22



RANDY S. HOWARD, General Manager

EN ENGINEERING, LLC

Date 2/22/22



MICHAEL FOGARTY, Vice President

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

EN Engineering, LLC ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, including:

- Excitation System Upgrade Services;
- Transmission and distribution (T&D) consulting; and
- NERC / WECC Compliance Testing and Reporting.

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. Pricing for services to be performed at NCPA will be quoted at the time services are requested. Worked to be performed on quoted fixed price basis.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Fogarty, Vice-President

(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 EN Engineering, LLC

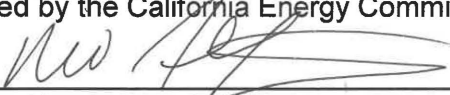
(Company name)

for contract work at:

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

(Project name and location)

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


(Signature of officer or agent)

Dated this 22 day of February, 2022.

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.



FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EN ENGINEERING, LLC

This First Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EN Engineering, LLC ("Consultant") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective March 7, 2022, (the "Agreement") for Consultant to provide excitation system upgrade services, transmission & distribution consulting and NERC/WECC compliance testing and reporting services at all NCPA facilities; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add root cause analysis services; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

EN ENGINEERING, LLC

RANDY S. HOWARD, General Manager

DAVE KLIMAS, COO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

EN Engineering, LLC (“Consultant”) shall provide engineering and testing related services as requested by the Northern California Power Agency (“Agency”) at any facilities owned or operated by Agency.

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

- Excitation System Upgrade Services
- Transmission and Distribution (T&D) Consulting
- NERC / WECC Compliance Testing and Reporting
- Root Cause Analysis Services



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.:13

Meeting Date: August 8, 2022

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying pricing in Exhibit B, for continued use at any facilities owned and/or operated by NCPA.

Background

Waste cleanup services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. effective March 28, 2019, for an amount not to exceed \$3,000,000, for use at all NCPA facilities.

On February 28, 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA and Advanced Chemical Transport, Inc. dba ACTEnviro also wish to modify pricing listed in Exhibit B. NCPA has agreements in place for similar services with Patriot Environmental (pending) and Ponder Environmental Services, Inc.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement will be not to exceed \$3,000,000 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 Fremouw Environmental Services, Inc.
- First Amendment to Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. Accepting Assignment to Advanced Chemical Transport, Inc. dba ACTEnviro



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FREMOUW ENVIRONMENTAL SERVICES, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Fremouw Environmental Services, Inc., a corporation with its office located at 6940 Tremont Road, Dixon, CA 95620 ("Contractor") (together sometimes referred to as the "Parties") as of MARCH 28, 2019 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Liability Insurance. Contractor shall 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 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor with the exception of Pollution Liability 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 with the exception of legal requirements contained in CFR 49 and all generator responsibilities pertaining to waste, 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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however,

may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; 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. The Agency 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 shall be solely as an accommodation and the Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, 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:

Fremouw Environmental Services, Inc.
Attention: Phil Fremouw
6940 Tremont Road
Dixon, CA 95620

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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


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

NORTHERN CALIFORNIA POWER AGENCY

FREMOUW ENVIRONMENTAL
SERVICES, INC.

Date 3-28-19

Date 3-01-2019


RANDY S. HOWARD,
General Manager


PHIL FREMOUW,
Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:

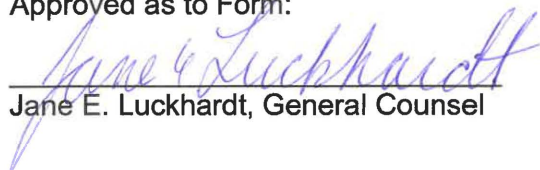

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Fremouw Environmental Services, Inc. ("Contractor") shall provide waste cleanup services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

NCPA CT Facilities specific services to include, but not be limited to the following:

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a) 24-hour turnaround for waste bin(s) drop-off and pickup.
- b) Waste cake profiling quarterly for bins prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c) Classification of all materials where applicable
- d) Supply 2x20 yard lined bins on site at all times for disposal of Filter Cake.
- e) Remove and replace filter cake bins on a regular schedule.
- f) Transport bins to final disposal facilities.
- g) Provide all paperwork, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h) Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT1 sites to state permitted treatment, storage, or disposal facilities (TSFD). Services will include but not be limited to the manifesting and transportation of used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, and universal waste.

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:

CT Facilities Specific Rates:

- (1) Filter Cake Bins and Disposal Service Rates - See Following Rate Sheets
- (2) Emergency Response Rates - See Following Rate Sheets
- (3) Miscellaneous Waste Removal Rates - See Following Rate Sheets

Filter Cake Management

Services & Provisions Provided by FES

- Assistance with classification and Profiling of Wastes to Disposal Facility.
- Two 20yd³ Closed top bins at the Power plant in the filter press shelter and two in reserve.
- Removal and replacement of filter cake bins as applicable to NCPA production schedule.
Note: Bin replacement and "cake" disposal requested by NCPA <24 hours in advance of required service will constitute a rapid service event and subject to applicable charges listed in the table below. In addition, bin service requested after normal business hours (from 6am to 3pm) will be billed at the elevated rate for transportation also listed in the table below. This rate applies to loads arriving at the disposal facility after 4:00pm M-F.
- All bin replacement activity will include transport to class I or II landfill, disposal charges and replacement of empty 20 yd³ bins in the filter press shelter area.
- Provisions for all transport documentation including profile acceptance, manifesting and labeling in accordance with local state and federal regulation.
- Filter cake waste sampling, analytical testing and updated profiling acceptance annually or as required by the disposal facility.

Assumptions & Provisions to be Facilitated by NCPA

- Greater than 24hrs notice to FES for bin pickup and replacement.
- Same day bin replacement (rapid service) to be communicated to FES prior to 8am M-F.

Pricing Table

Transportation:

"Portal-to-portal" complete service from FES Dixon, CA to NCPA Lodi facility including disposal at landfill and return to FES facility

Bin Delivery Fee (empty bins, no swap)	\$ 450.00/per delivery
Remove & Replace bins for disposal (6am – 3pm M-F)	\$ 650.00/per service
Bin Service after 3 pm M-F, Weekends or Holidays	\$ 810.00/per trip
Demurrage time at Landfill >1 hr. on site off-loading	\$ 125.00/per hr.
Off-loads (not dropping or receiving scheduled loads)	\$ 450.00 minimum
Fuel Surcharge (Calculated on transportation hours)	\$ 15%

Disposal of Non-Hazardous Filter Cake to Landfill

2 x 20 yd. bins of 15 yards minimum	\$ 35.00:Yard	\$ 1,050.00
Energy & Security Fees (County Fees)	10% of Rate: ton	\$ 0.00

Note: 2 bin total weight not to exceed 18 Tons

Rental & Expendable Materials:

4 x Bin Rental: Monthly	\$ 285.00: mo	\$ 1,140.00 Monthly
Bin Liners		\$ 25.00 ea + tax
Required annual analytical sampling		\$ 395.00
Bin rental (In addition to the 4 bins covered above)		\$ 14.00: Day

Note: Bin damage occurring at the NCPA facility or the direct result of NCPA activity will be charged to NCPA with no markup (actual repair or replacement charges only).

Emergency & Standard Services

Labor	Mon-Fri (6:00 am to 3:00 pm)	Saturday (up to 8 hrs)	Sunday Saturday (>8 hrs) Holidays
Project Manager	\$105.00/hr.	\$126.00/hr.	\$136.00/hr.
Environmental Technician	\$ 95.00/hr.	\$114.00/hr.	\$123.00/hr.
Administration	\$ 75.00/hr.	\$ 85.00/hr.	\$ 92.50/hr.

Emergency Fees

Emergency Response Call Out Fee "Minor" 1 truck w/operator	\$ 250.00
Emergency Response Call Out Fee "Standard" > 1 truck w/operator	\$ 750.00
Emergency Response Call Out Fee "Major" need crew w/numerous trucks	\$ 1,500.00
Emergency Response Trailer "Major"	\$ 500.00: day

Personal Protection Levels

LEVEL B (respiratory protection extra)

Severe protective suit, neoprene/nylon	\$ 125.00/man: day
Intermediate protection disposable suit	\$ 110.00/man: day
PVC splash suit, heavy duty	\$ 75.00/man: day
PVC splash suit, light duty	\$ 45.00/man: day
Tyvek light weight suit	\$ 35.00/man: day

LEVEL C (respiratory protection extra)

Severe protective suit, neoprene/nylon	\$ 105.00/man: day
Intermediate protection disposable suit	\$ 100.00/man: day
PVC splash suit, heavy duty	\$ 95.00/man: day
PVC splash suit, light duty	\$ 85.00/man: day
Tyvek light weight suit	\$ 65.00/man: day

LEVEL D

\$ 35.00/man: day

OTHER PROTECTIVE CLOTHING

Flame resistant / Nomex coveralls	\$ 135.00each
Flame resistant/ Nomex hood	\$ 122.00each
Nalgene gloves	\$ 2.50: pair
Light duty gloves	\$ 5.50: pair
Heavy duty gloves	\$ 10.00: pair
Specialty gloves	\$ 50.00: pair
Leather gloves	\$ 5.00: pair
Light duty boot covers	\$ 12.00: pair
Heavy duty boot covers	\$ 18.00: pair
Chemical resistant boots	\$ 30.00: pair
Hip boots	\$ 80.00: pair
Waders	\$ 110.00: pair

RESPIRATORY EQUIPMENT .

Full face respirator	\$ 85.00: man: day
Half Face respirator	\$ 65.00: man: day
Respirator cartridges (HEPA)	\$ 30.00: set
Respirator cartridges (standard)	\$ 25.00: set
Half face disposable respirator	\$ 45.00: man: day

Monitoring/Sampling Equipment

LEL, O2, H2S meter	\$ 80.00: day
Combustible Gas Indicator	\$ 125.00: day
Ph meter	\$ 30.00: day
Plastic Kalawasa	\$ 20.00: each
Glass Thief	\$ 5.00: each
Gas detector w/o tubes	\$ 125.00: day
Gas detector tubes	\$ 15.00: each
Pocket transit	\$ 75.00: each
Air monitoring pump	\$ 150.00: day
Samples for TPH oil, diesel, gas & Cam 17 (Tiles 22 for metals)	\$ 395.00: each

Safety Equipment

Communication systems	\$ 65.00: day
Decon pool	\$ 40.00: day
Decon trailer	\$ 500.00: day
Face shield	\$ 5.00: each
Fire Extinguisher	\$ 15.00: day
First aid kit	\$ 45.00: day
Fluorescent safety vest	\$ 10.00: each
Goggles	\$ 6.00: each
GFI's	\$ 10.00: day
Full Body Fall Protection Harness	\$ 87.00: each
Lock out/ tag out tags	\$ 5.00: each
Top entry extraction device (tri-pod & winch)	\$ 200.00: day

Transport Equipment

Note: All equipment subject to 15% Energy Surcharge. All hours calculated "portal-portal"

One-ton Stake Bed Service Truck with Lift Gate	\$ 50.00: hour
Three-ton Stake Bed Service Truck	\$ 82.50: hour
Five-ton Enclosed Box Truck with Lift Gate	\$ 85.00: hour
Positive Displacement Pump Truck	\$ 95.00: hour
Water Truck (5300 gallon) Operated	\$ 145.00: hour
Vacuum Trucks, operated) 70 bbl-130 bbl-150 bbl	\$ 145.00: hour
Sludge Vacuum Truck or Stainless Vacuum Truck, operated	\$ 165.00: hour
Vacuum Tank Hoses (20-30' Sections): Day	\$ 20.00: each

Air Mover (Guzzler) – W/operator @ (PW Rate)	\$ 285.00: hour
Sewer Jetting Machine, 60 gpm @ 2,000 psi (trailer)	\$ 125.00: hour

Bin Trucks W/operators @ (PW Rate)

Bob-tail (holds- 1 bin)	\$ 140.00: hour
Doubles (holds 2 bins, AKA Rocket Launcher)	\$ 140.00: hour

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Bin Ramp, 10 yd. & 20 yd (facilitates equipment dump to bin)	\$ 50.00: day
Bin Rental (10, 20, 30, 40 yard)	\$ 14.00: day
Dewatering Bin Rental	\$ 75.00: day
Vacuum Bin Rental	\$ 65.00: day
Bin/ Truck Liners (Non-Bio Poly')	\$ 45.00: each

Miscellaneous Equipment (Not Including Mobilization & Demobilization)

Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Price on Request
245/235/225/215 Excavator - crawler	Price on Request
Long R: each - 46' 56'	Price on Request
Hydraulic concrete breaker	Price on Request
Excavator – rubber tire	Price on Request
400 series rubber tire backhoe/loader	\$ 950.00: day
7-900 series front-end loader (3-yard bucket)	Price on Request
Front-end loaders	Price on Request
Forklifts and Extended Reach Forklifts	
5000 lb.	\$ 600.00: day
15,000 lb.	\$ 750.00: day
> 15k lb.	Price on Request
Small/Medium Extended Reach Forklift	\$ 950.00: per day
Air Compressors	
85-125 CFM	\$ 375.00: day
Man-Portable compressor	\$ 125.00: day
Generators	
1-5 kw	\$ 160.00: day
6-10 kw	\$ 300.00: day
Lights - portable	
Twin Flood 8' 500W	\$ 35.00: day
Light Tower, 12' 1-4,000W	\$ 195.00: day
Pumps	
Centrifugal self priming 1.5hp	\$ 55.00: day
Trash Pump 2" cast iron 5hp	\$ 100.00: day
Utility Pump 1" aluminum 2hp	\$ 45.00: day
Submersible utility – manual 110v	\$ 38.00: day
Sump pump	\$ 45.00: day
Diaphragm 1"	\$ 85.00: day
Diaphragm 2"	\$ 170.00: day
Economy manual drum pump	\$ 29.00: day
Vacuum Drummer Machine, Diesel Powered (transfer to 55-gal drum)	\$ 375.00: day
Vacuum Drum Machine, Light Duty Electric	\$ 100.00: day
Wet/Dry Vacuum (15 gallon)	\$ 30.00: day
Wet/Dry Vacuum (5 gallon)	\$ 20.00: day
Industrial Pressure Washer, Trailer Mounted, 4K psi, Hot	\$ 375.00: day
Pressure Washer, 2-3k psi	\$ 150.00: day

Hydroblast Equipment

Price on Request

Miscellaneous Equipment Continued

30 foot Extension Ladder	\$ 45.00: day
Safety Cones : each	\$ 2.00: day
Blower (intrinsically safe – coppus style)	\$ 145.00: day
Chain saw	\$ 55.00: day
Chop saw	\$ 145.00: day
Cutting Torch and Rig	\$ 290.00: day
Drum de-header	\$ 20.00: day
Drum dolly	\$ 25.00: day
Electric cords (: each)	\$ 6.00: day
Hand Tools (: each)	\$ 3.00: day
Hand truck	\$ 10.00: day
Hydraulic jack – 20 ton	\$ 20.00: day
Non-sparking tools	Price on Request
Small Power Tools	\$ 45.00: day
Welder Arc/Wire Feed	\$ 190.00: day
Wheelbarrow	\$ 10.00: day

Materials, Supplies & Expendables

Absorbent Materials

Oil sorbent (3M or equivalent)	
HP 15" x 18" pads	\$ 75.00: case
HP 16" x 20" pads	\$ 95.00: case
HP 8" x 10' sorbent booms	\$ 60.00: each
HP 5" x 10' sorbent booms	\$ 50.00: each
HP 4' mini boom	\$ 112.50: case
HP 8' mini boom	\$ 112.50: case
HP 12' mini boom	\$ 112.50: case
HP 14" x 25" x 5" pillows (10 pillows per bag)	\$ 165.00: case
Granular absorbent	
A. Granular Dry Absorbent (multipurpose)	\$ 15.00: bag
B. Oil Dry (petroleum)	\$ 12.00: bag
C. Solid – A – Sorb (chemicals, PCB's)	\$ 15.00: bag
D. Vermiculite	\$ 35.00: bag
Universal sorbent (3M or equivalent)	
A. 15" x 19" pad	\$ 95.00: bag
B. 15" x 150' roll	\$ 135.00: roll
C. 38" x 150' roll	\$ 225.00: roll
D. 4' mini boom	\$ 195.00: case
E. 8' mini boom	\$ 195.00: case
F. 12' mini boom	\$ 195.00: case

Acid Neutralizer	Price on Request
Alkaline Neutralizer	Price on Request
Chlor-D-Test Test	\$ 20.00: each
Specialty Materials Not Included Herein	Cost + 20%

Waste Containers

14 gallon Poly'	\$ 55.00: each
30 gallon Poly'	\$ 75.00: each
55 gallon Poly' – closed top	\$ 75.00: each
55 gallon Poly' – open top	\$ 65.00: each
95 gallon Poly' – overpack	\$ 195.00: each
55 gallon 1A2 – recycled open top	\$ 52.50: each
55 gallon 1A1 – recycled: closed top	\$ 55.50: each
85 gallon Steel –overpack	\$ 185.00: each
5 gallon poly' bucket	\$ 21.00: each
30-55 gallon -fiber	\$ 45.00: each
Drum Liners (roll)	\$ 145.00: roll
Drum Liners (individual)	\$ 4.00: each
M. Drum Thieves	\$ 5.00: each

Miscellaneous Items Continued

Cement (50lb bag)	\$ 10.00: each
Deionized Water	\$ 3.50: gal
Floor Dry	\$ 15.00: bag
Concrete Degreaser	\$ 21.00: gal
Industrial Detergent/Degreaser	\$ 15.00: gal
Soda Ash	\$ 35.00: bag
Solidification material (Sure Pak 25lb bag)	\$ 10.00: bag
Sand Bags	\$ 5.00: bag
Barricade Tape	\$ 29.80: roll
Duct Tape	\$ 5.90: roll
Hazardous Waste Label Kits	\$ 2.00: each
Manifests	\$ 5.00: each
pH Strips	\$ 26.50: box
Rags	\$ 50.00: box
Sample bottles	\$ 5.00: each
Visqueen 6 mil (20' x 100')	\$ 187.00: roll

Disposal (Various)

Disposal of Bulk Liquids

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk)	Price on Request
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Disposal by the Drum

Non-Hazardous Liquids

Liquids 55 gallon	\$ 145.00
Sludge 55 gallon	\$ 160.00

Non-RCRA Hazardous waste liquid

Liquids 55 gallon	\$ 255.00
Sludge 55 gallon	\$ 295.00

Non-Hazardous Solids

55 gallon drum	\$ 165.00
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Non-RCRA Hazardous waste Solids

55 gallon drum	\$ 275.00
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RCRA Hazardous waste Solids

Price on Request

RCRA Hazardous waste liquid

Price on Request

Disposal of Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids Minimum 10 Yards/Ton	\$ 85.00/Yd./Ton
Non-RCRA Hazardous Waste Solids Minimum 10 Yards/Ton	\$ 145.00/Yd./Ton
RCRA Hazardous Waste Solids Minimum 10 Yards/Ton	\$ 265.00/Yd./Ton

Analytical Testing	Price on Request
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Disposal

Used Oil {pumped out/or per drum}		
55 Gallon drums {w/free replacement drums}		\$ 65.00/per drum
Pumped out > 100 gallons		\$ 65.00/flat fee
Note: Includes Chlor-detect _m test on site as well as retain sample		
Properly drained Used Oil Filters		
55 Gallon Drums {with free replacement drums}		\$ 65.00/per drum
Fluid Containing Used Oil Filters {Non-RCRA Haz-Waste Liquid}		
55 Gallon Drum		\$225.00/per drum
Oily Debris Waste (Absorbent sweep, pads, boom, socks, soil, etc.)		
55 Gallon Drums		\$275.00/per drum
Oily Sludge		
55 Gallon Drums		\$295.00/per drum
Used Antifreeze		
55 Gallon drums (with replacement drum free of charge)		\$125.00/per drum
Bulk >100 gallons		\$ 1.85/per gal.
Waste Aerosol		
55 Gallon Drums		\$325.00/per drum
30 Gallon Drums		\$265.00/per drum
Latex Paint & Non-RCRA Concrete Sprays & Curing Matertial		
55 Gallon Drums	(Bulk or commodity-pack)	\$295.00/per drum
Waste Paint Related Material, Mixed Fuels		
(Oil Based Paints, Thinners or otherwise flammable/combustible with BTU Value)		
55 Gallon Drums	(Bulk)	\$295.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon bucket)	\$395.00/per drum
Cubic Yard Boxes	(Commodity-pack = 1-5 gallon bucket)	\$895.00/per box
Common Corrosives		
55 Gallon Drums	(Bulk)	\$395.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon buckets)	\$455.00/per drum
Empty Hazardous Material drums		
		\$ 30.00/per drum
Universal Waste		
Fluorescent Lamps		
4 ft. & 8 ft. lamps		\$ 0.25/per ft.
PCB & Non-PCB Ballast	(5 gallon DOT drums)	\$125.00/per drum
Electronic Scrap	(monitors, keyboards etc.)	\$.65/per lb
All Batteries	(5gal or less \$95.00 min)	\$.95/per lb

Bulk Liquids

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk)

Price on Request

Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids

Minimum 10 Yards/Ton \$ 85.00: Yd or Ton

Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 145.00: Yd or Ton

RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 265.00: Yd or Ton

Analytical Testing

Price on Request

All wastes not listed

Price on Request

Waste drum container size breakdown

5 gallon drum (40% of 55 gal. price)/15-30 gal. drums(75% of 55 Gallon price)

Page 3 – NCPA Miscellaneous Waste Removal Blanket Pricing w/ Project Work

Transportation

Service vehicle stop fee relates to small container waste pickup. All other transportation or operated hours will be calculated "portal-to-portal" and subject to 15% energy surcharge

1 Ton pickup/Flat bed or Box Truck "includes labor for 1 up to one hour"	\$150.00: Stop
28 ft. Truck & Trailer/includes pump for oil and antifreeze	\$250.00: Stop
Pump truck for oil/antifreeze 4 hr. "minimum"	\$ 95.00: hr.
Sludge Vac/w/operator "for transferring sludge on site"	\$165.00: hr.
Vacuum Truck, 80 bbl Operated <8 hrs.	\$132.00: hr.
Vacuum Truck, 150 bbl Operated <8 hrs.	\$137.50: hr.
Roll-Off Truck, Operated <8 hrs	\$137.50: hr

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Pricing for services to be performed at other NCPA facilities 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, Phil Fremouw VP Sales

(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

Fremouw Environmental Services, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

[Signature]
(Signature of officer or agent)

Dated this 1st day of March, 20 19.

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, Phil Fremouw VP Sales,

(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,

Fremouw Environmental Services, Inc.


(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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


(Signature of officer or agent)

Dated this 1st day of March, 20 19

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND FREMOUW ENVIRONMENTAL
SERVICES, INC. ACCEPTING ASSIGNMENT TO ADVANCED CHEMICAL TRANSPORT INC.
DBA ACTENVIRO**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Advanced Chemical Transport, Inc. dba ACTEnviro ("Contractor") (collectively referred to as "the Parties") as of _____, 202__.

WHEREAS, the Agency and Fremouw Environmental Services, Inc. entered into a Multi-Task General Services Agreement dated effective March 28, 2019, (the "Agreement") for Contractor to provide waste cleanup services for the Agency; and

WHEREAS, on February 28, 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro; and the Agency desires to agree to the assignment of the Agreement to Advanced Chemical Transport, Inc. dba ACTEnviro; and

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

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

WHEREAS, the Agency now desires to amend Exhibit A entitled "Scope of Work" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the parties now desire to amend Exhibit B entitled "Compensation Schedule and Hourly Fees", to add language allowing price adjustments; and

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

WHEREAS, the Parties now desire to amend Exhibit D entitled "Affidavit of Compliance for Hazardous Materials Transport Vendors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Fremouw Environmental Services, Inc. agree to the assignment of the Agreement to Advanced Chemical Transport, Inc. dba ACTEnviro; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

“This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Advanced Chemical Transport, Inc. dba ACTEnviro, a Corporation, with its office located at 967 Mabury Road, San Jose, CA 95133 (“Contractor”) (together sometimes referred to as the “Parties”) as of March 28, 2019 (“Effective Date”) in Roseville, California.”

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

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

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

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

Advanced Chemical Transport, Inc. dba ACTEnviro
Attn: Phil Fremouw
6940 Tremont Road
Dixon, CA 95620

Any written notice to Agency shall be sent to:

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

With a copy to:

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

4. **Exhibit A – SCOPE OF WORK** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
6. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include Advanced Chemical Transport, Inc. dba ACTEnviro and shall be executed as set forth in the attached Exhibit C.

7. **Exhibit D – CERTIFICATION – Affidavit of Compliance for Hazardous Materials Transport Vendors** is amended to include Advanced Chemical Transport, Inc. dba ACTEnviro and shall be executed as set forth in the attached Exhibit D.

8. Agency hereby approves the name change of the Agreement from Fremouw Environmental Services, Inc. to Advanced Chemical Transport, Inc. dba ACTEnviro, Contractor.

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

Date:_____

Date:_____

NORTHERN CALIFORNIA POWER AGENCY

ADVANCED CHEMICAL TRANSPORT, INC.
DBA ACTENVIRO

RANDY S. HOWARD, General Manager

SHAWN BALL, Vice President

FREMOUW ENVIRONMENTAL SERVICES, INC.

PHIL FREMOUW,
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Advanced Chemical Transport, Inc. dba ACTEnviro ("Contractor") shall provide waste cleanup services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

NCPA CT Facilities specific services to include, but not be limited to the following:

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a) 24-hour turnaround for waste bin(s) drop-off and pickup.
- b) Waste cake profiling quarterly for bins prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c) Classification of all materials where applicable
- d) Supply 2x20 yard lined bins on site at all times for disposal of Filter Cake.
- e) Remove and replace filter cake bins on a regular schedule.
- f) Transport bins to final disposal facilities.
- g) Provide all paperwork, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h) Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT1 sites to state permitted treatment, storage, or disposal facilities (TSFD). Services will include but not be limited to the manifesting and transportation of used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, and universal waste.

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:

CT Facilities Specific Rates:

- (1) Filter Cake Bins and Disposal Service Rates - See Following Rate Sheets
- (2) Emergency Response Rates - See Following Rate Sheets
- (3) Miscellaneous Waste Removal Rates - See Following Rate Sheets

Filter Cake Management

Services & Provisions Provided by FES

- Assistance with classification and Profiling of Wastes to Disposal Facility.
- Two 20yd3 Closed top bins at the Power plant in the filter press shelter and two in reserve.
- Removal and replacement of filter cake bins as applicable to NCPA production schedule.
Note: Bin replacement and "cake" disposal requested by NCPA <24 hours in advance of required service will constitute a rapid service event and subject to applicable charges listed in the table below. In addition, bin service requested after normal business hours (from 6am to 3pm) will be billed at the elevated rate for transportation also listed in the table below. This rate applies to loads arriving at the disposal facility after 4:00pm M-F.
- All bin replacement activity will include transport to class I or II landfill, disposal charges and replacement of empty 20 yd3 bins in the filter press shelter area.
- Provisions for all transport documentation including profile acceptance, manifesting and labeling in accordance with local state and federal regulation.
- Filter cake waste sampling, analytical testing and updated profiling acceptance annually or as required by the disposal facility.

Assumptions & Provisions to be Facilitated by NCPA

- Greater than 24hrs notice to FES for bin pickup and replacement.
- Same day bin replacement (rapid service) to be communicated to FES prior to 8am M-F.

Pricing Table

Transportation:

"Portal-to-portal" complete service from FES Dixon, CA to NCPA Lodi facility including disposal at landfill and return to FES facility

Bin Delivery Fee (empty bins, no swap)	\$ 450.00/per delivery
Remove & Replace bins for disposal (6am – 3pm M-F)	\$ 650.00/per service
Bin Service after 3 pm M-F, Weekends or Holidays	\$ 810.00/per trip
Demurrage time at Landfill >1 hr. on site off-loading	\$ 125.00/per hr.
Off-loads (not dropping or receiving scheduled loads)	\$ 450.00 minimum
Fuel Surcharge (Calculated on transportation hours)	\$ 15%

Disposal of Non-Hazardous Filter Cake to Landfill

2 x 20 yd. bins of 15 yards minimum	\$ 35.00:Yard	\$ 1,050.00
Energy & Security Fees (County Fees)	10% of Rate: ton	\$ 0.00

Note: 2 bin total weight not to exceed 18 Tons

Rental & Expendable Materials:

4 x Bin Rental: Monthly	\$ 285.00: mo	\$ 1,140.00 Monthly
Bin Liners		\$ 25.00 ea + tax
Required annual analytical sampling		\$ 395.00
Bin rental (In addition to the 4 bins covered above)		\$ 14.00: Day

Note: Bin damage occurring at the NCPA facility or the direct result of NCPA activity will be charged to NCPA with no markup (actual repair or replacement charges only).

Emergency & Standard Services

Labor	Mon-Fri (6:00 am to 3:00 pm)	Saturday (up to 8 hrs)	Sunday Saturday (>8 hrs) Holidays
Project Manager	\$105.00/hr.	\$126.00/hr.	\$136.00/hr.
Environmental Technician	\$ 95.00/hr.	\$114.00/hr.	\$123.00/hr.
Administration	\$ 75.00/hr.	\$ 85.00/hr.	\$ 92.50/hr.

Emergency Fees

Emergency Response Call Out Fee "Minor" 1 truck w/operator	\$ 250.00
Emergency Response Call Out Fee "Standard" > 1 truck w/operator	\$ 750.00
Emergency Response Call Out Fee "Major" need crew w/numerous trucks	\$ 1,500.00
Emergency Response Trailer "Major"	\$ 500.00: day

Personal Protection Levels

LEVEL B (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 125.00/man: day
Intermediate protection disposable suit	\$ 110.00/man: day
PVC splash suit, heavy duty	\$ 75.00/man: day
PVC splash suit, light duty	\$ 45.00/man: day
Tyvek light weight suit	\$ 35.00/man: day

LEVEL C (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 105.00/man: day
Intermediate protection disposable suit	\$ 100.00/man: day
PVC splash suit, heavy duty	\$ 95.00/man: day
PVC splash suit, light duty	\$ 85.00/man: day
Tyvek light weight suit	\$ 65.00/man: day

LEVEL D	\$ 35.00/man: day
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OTHER PROTECTIVE CLOTHING

Flame resistant / Nomex coveralls	\$ 135.00each
Flame resistant/ Nomex hood	\$ 122.00each
Nalgene gloves	\$ 2.50: pair
Light duty gloves	\$ 5.50: pair
Heavy duty gloves	\$ 10.00: pair
Specialty gloves	\$ 50.00: pair
Leather gloves	\$ 5.00: pair
Light duty boot covers	\$ 12.00: pair
Heavy duty boot covers	\$ 18.00: pair
Chemical resistant boots	\$ 30.00: pair
Hip boots	\$ 80.00: pair
Waders	\$ 110.00: pair

RESPIRATORY EQUIPMENT

Full face respirator	\$ 85.00: man: day
Half Face respirator	\$ 65.00: man: day
Respirator cartridges (HEPA)	\$ 30.00: set
Respirator cartridges (standard)	\$ 25.00: set
Half face disposable respirator	\$ 45.00: man: day

Monitoring/Sampling Equipment

LEL, O ₂ , H ₂ S meter	\$ 80.00: day
Combustible Gas Indicator	\$ 125.00: day
Ph meter	\$ 30.00: day
Plastic Kalawasa	\$ 20.00: each
Glass Thief	\$ 5.00: each
Gas detector w/o tubes	\$ 125.00: day
Gas detector tubes	\$ 15.00: each
Pocket transit	\$ 75.00: each
Air monitoring pump	\$ 150.00: day
Samples for TPH oil, diesel, gas & Cam 17 (Tiles 22 for metals)	\$ 395.00: each

Safety Equipment

Communication systems	\$ 65.00: day
Decon pool	\$ 40.00: day
Decon trailer	\$ 500.00: day
Face shield	\$ 5.00: each
Fire Extinguisher	\$ 15.00: day
First aid kit	\$ 45.00: day
Fluorescent safety vest	\$ 10.00: each
Goggles	\$ 6.00: each
GFI's	\$ 10.00: day
Full Body Fall Protection Harness	\$ 87.00: each
Lock out/ tag out tags	\$ 5.00: each
Top entry extraction device (tri-pod & winch)	\$ 200.00: day

Transport Equipment

Note: All equipment subject to 15% Energy Surcharge. All hours calculated "portal-portal"

One-ton Stake Bed Service Truck with Lift Gate	\$ 50.00: hour
Three-ton Stake Bed Service Truck	\$ 82.50: hour
Five-ton Enclosed Box Truck with Lift Gate	\$ 85.00: hour
Positive Displacement Pump Truck	\$ 95.00: hour
Water Truck (5300 gallon) Operated	\$ 145.00: hour
Vacuum Trucks, operated) 70 bbl-130 bbl-150 bbl	\$ 145.00: hour
Sludge Vacuum Truck or Stainless Vacuum Truck, operated	\$ 165.00: hour
Vacuum Tank Hoses (20-30' Sections): Day	\$ 20.00: each
Air Mover (Guzzler) – W/operator @ (PW Rate)	\$ 285.00: hour
Sewer Jetting Machine, 60 gpm @ 2,000 psi (trailer)	\$ 125.00: hour
Bin Trucks W/operators @ (PW Rate)	
Bob-tail (holds- 1 bin)	\$ 140.00: hour
Doubles (holds 2 bins, AKA Rocket Launcher)	\$ 140.00: hour

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Bin Ramp, 10 yd. & 20 yd (facilitates equipment dump to bin)	\$ 50.00: day
Bin Rental (10, 20, 30, 40 yard)	\$ 14.00: day
Dewatering Bin Rental	\$ 75.00: day
Vacuum Bin Rental	\$ 65.00: day
Bin/ Truck Liners (Non-Bio Poly')	\$ 45.00: each

Miscellaneous Equipment (Not Including Mobilization & Demobilization)

Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Price on Request
245/235/225/215 Excavator - crawler	Price on Request
Long R: each - 46'/ 56'	Price on Request
Hydraulic concrete breaker	Price on Request
Excavator – rubber tire	Price on Request
400 series rubber tire backhoe/loader	\$ 950.00: day
7-900 series front-end loader (3-yard bucket)	Price on Request
Front-end loaders	Price on Request
Forklifts and Extended Reach Forklifts	
5000 lb.	\$ 600.00: day
15,000 lb.	\$ 750.00: day
> 15k lb.	Price on Request
Small/Medium Extended Reach Forklift	\$ 950.00: per day
Air Compressors	
85-125 CFM	\$ 375.00: day
Man-Portable compressor	\$ 125.00: day
Generators	
1-5 kw	\$ 160.00: day
6–10 kw	\$ 300.00: day
Lights - portable	
Twin Flood 8' 500W	\$ 35.00: day
Light Tower, 12' 1-4,000W	\$ 195.00: day
Pumps	
Centrifugal self priming 1.5hp	\$ 55.00: day
Trash Pump 2" cast iron 5hp	\$ 100.00: day
Utility Pump 1" aluminum 2hp	\$ 45.00: day
Submersible utility – manual 110v	\$ 38.00: day
Sump pump	\$ 45.00: day
Diaphragm 1"	\$ 85.00: day
Diaphragm 2"	\$ 170.00: day
Economy manual drum pump	\$ 29.00: day
Vacuum Drummer Machine, Diesel Powered (transfer to 55-gal drum)	\$ 375.00: day
Vacuum Drum Machine, Light Duty Electric	\$ 100.00: day
Wet/Dry Vacuum (15 gallon)	\$ 30.00: day
Wet/Dry Vacuum (5 gallon)	\$ 20.00: day
Industrial Pressure Washer, Trailer Mounted, 4K psi, Hot	\$ 375.00: day
Pressure Washer, 2-3k psi	\$ 150.00: day

Hydroblast Equipment

Price on Request

Miscellaneous Equipment Continued

30 foot Extension Ladder	\$ 45.00: day
Safety Cones : each	\$ 2.00: day
Blower (intrinsically safe – coppus style)	\$ 145.00: day
Chain saw	\$ 55.00: day
Chop saw	\$ 145.00: day
Cutting Torch and Rig	\$ 290.00: day
Drum de-header	\$ 20.00: day
Drum dolly	\$ 25.00: day
Electric cords (: each)	\$ 6.00: day
Hand Tools (: each)	\$ 3.00: day
Hand truck	\$ 10.00: day
Hydraulic jack – 20 ton	\$ 20.00: day
Non-sparking tools	Price on Request
Small Power Tools	\$ 45.00: day
Welder Arc/Wire Feed	\$ 190.00: day
Wheelbarrow	\$ 10.00: day

Materials, Supplies & Expendables

Absorbent Materials

Oil sorbent (3M or equivalent)	
HP 15" x 18" pads	\$ 75.00: case
HP 16" x 20" pads	\$ 95.00: case
HP 8" x 10' sorbent booms	\$ 60.00: each
HP 5" x 10' sorbent booms	\$ 50.00: each
HP 4' mini boom	\$ 112.50: case
HP 8' mini boom	\$ 112.50: case
HP 12' mini boom	\$ 112.50: case
HP 14" x 25" x 5" pillows (10 pillows per bag)	\$ 165.00: case
Granular absorbent	
A. Granular Dry Absorbent (multipurpose)	\$ 15.00: bag
B. Oil Dry (petroleum)	\$ 12.00: bag
C. Solid – A – Sorb (chemicals, PCB's)	\$ 15.00: bag
D. Vermiculite	\$ 35.00: bag
Universal sorbent (3M or equivalent)	
A. 15" x 19" pad	\$ 95.00: bag
B. 15" x 150' roll	\$ 135.00: roll
C. 38" x 150' roll	\$ 225.00: roll
D. 4' mini boom	\$ 195.00: case
E. 8' mini boom	\$ 195.00: case
F. 12' mini boom	\$ 195.00: case

Acid Neutralizer	Price on Request
Alkaline Neutralizer	Price on Request
Chlor-D-Tect Test	\$ 20.00: each
Specialty Materials Not Included Herein	Cost + 20%

Waste Containers

14 gallon Poly'	\$ 55.00: each
30 gallon Poly'	\$ 75.00: each
55 gallon Poly' – closed top	\$ 75.00: each
55 gallon Poly' – open top	\$ 65.00: each
95 gallon Poly' – overpack	\$ 195.00: each
55 gallon 1A2 – recycled open top	\$ 52.50: each
55 gallon 1A1 – recycled: closed top	\$ 55.50: each
85 gallon Steel –overpack	\$ 185.00: each
5 gallon poly' bucket	\$ 21.00: each
30-55 gallon -fiber	\$ 45.00: each
Drum Liners (roll)	\$ 145.00: roll
Drum Liners (individual)	\$ 4.00: each
M. Drum Thieves	\$ 5.00: each

Miscellaneous Items Continued

Cement (50lb bag)	\$ 10.00: each
Deionized Water	\$ 3.50: gal
Floor Dry	\$ 15.00: bag
Concrete Degreaser	\$ 21.00: gal
Industrial Detergent/Degreaser	\$ 15.00: gal
Soda Ash	\$ 35.00: bag
Solidification material (Sure Pak 25lb bag)	\$ 10.00: bag
Sand Bags	\$ 5.00: bag
Barricade Tape	\$ 29.80: roll
Duct Tape	\$ 5.90: roll
Hazardous Waste Label Kits	\$ 2.00: each
Manifests	\$ 5.00: each
pH Strips	\$ 26.50: box
Rags	\$ 50.00: box
Sample bottles	\$ 5.00: each
Visqueen 6 mil (20' x 100')	\$ 187.00: roll

Disposal (Various)

Disposal of Bulk Liquids

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk) Price on Request

Disposal by the Drum

Non-Hazardous Liquids
 Liquids 55 gallon \$ 145.00
 Sludge 55 gallon \$ 160.00

Non-RCRA Hazardous waste liquid
 Liquids 55 gallon \$ 255.00
 Sludge 55 gallon \$ 295.00

Non-Hazardous Solids
 55 gallon drum \$ 165.00

Non-RCRA Hazardous waste Solids
 55 gallon drum \$ 275.00

RCRA Hazardous waste Solids Price on Request
 RCRA Hazardous waste liquid Price on Request

Disposal of Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids
 Minimum 10 Yards/Ton \$ 85.00/Yd./Ton

Non-RCRA Hazardous Waste Solids
 Minimum 10 Yards/Ton \$ 145.00/Yd./Ton

RCRA Hazardous Waste Solids
 Minimum 10 Yards/Ton \$ 265.00/Yd./Ton

Analytical Testing

Price on Request

Disposal

Used Oil {pumped out/or per drum}

55 Gallon drums {w/free replacement drums}

\$ 65.00/per drum

Pumped out > 100 gallons

\$ 65.00/flat fee

Note: Includes Chlor-detect™ test on site as well as retain sample

Properly drained Used Oil Filters

55 Gallon Drums {with free replacement drums}

\$ 65.00/per drum

Fluid Containing Used Oil Filters {Non-RCRA Haz-Waste Liquid}

55 Gallon Drum

\$225.00/per drum

Oily Debris Waste (Absorbent sweep, pads, boom, socks, soil, etc.)

55 Gallon Drums

\$275.00/per drum

Oily Sludge

55 Gallon Drums

\$295.00/per drum

Used Antifreeze

55 Gallon drums (with replacement drum free of charge)

\$125.00/per drum

Bulk >100 gallons

\$ 1.85/per gal.

Waste Aerosol

55 Gallon Drums

\$325.00/per drum

30 Gallon Drums

\$265.00/per drum

Latex Paint & Non-RCRA Concrete Sprays & Curing Material

55 Gallon Drums (Bulk or commodity-pack)

\$295.00/per drum

Waste Paint Related Material, Mixed Fuels

(Oil Based Paints, Thinners or otherwise flammable/combustible with BTU Value)

55 Gallon Drums

(Bulk)

\$295.00/per drum

55 Gallon Drums

(Commodity-pack = 1-5 gallon bucket)

\$395.00/per drum

Cubic Yard Boxes

(Commodity-pack = 1-5 gallon bucket)

\$895.00/per box

Common Corrosives

55 Gallon Drums

(Bulk)

\$395.00/per drum

55 Gallon Drums

(Commodity-pack = 1-5 gallon buckets)

\$455.00/per drum

Empty Hazardous Material drums

\$ 30.00/per drum

Universal Waste

Fluorescent Lamps

4 ft. & 8 ft. lamps

\$ 0.25/per ft.

PCB & Non-PCB Ballast

(5 gallon DOT drums)

\$125.00/per drum

Electronic Scrap

(monitors, keyboards etc.)

\$.65/per lb

All Batteries

(5gal or less \$95.00 min)

\$.95/per lb

Bulk Liquids

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk)

Price on Request

Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids

Minimum 10 Yards/Ton \$ 85.00: Yd or Ton

Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 145.00: Yd or Ton

RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 265.00: Yd or Ton

Analytical Testing

Price on Request

All wastes not listed

Price on Request

Waste drum container size breakdown

5 gallon drum (40% of 55 gal. price)/15-30 gal. drums(75% of 55 Gallon price)

Page 3 – NCPA Miscellaneous Waste Removal Blanket Pricing w/ Project Work

Transportation

Service vehicle stop fee relates to small container waste pickup. All other transportation or operated hours will be calculated "portal-to-portal" and subject to 15% energy surcharge

1 Ton pickup/Flat bed or Box Truck "includes labor for 1 up to one hour"	\$150.00: Stop
28 ft. Truck & Trailer/includes pump for oil and antifreeze	\$250.00: Stop
Pump truck for oil/antifreeze 4 hr. "minimum"	\$ 95.00: hr.
Sludge Vac/w/operator "for transferring sludge on site"	\$165.00: hr.
Vacuum Truck, 80 bbl Operated <8 hrs.	\$132.00: hr.
Vacuum Truck, 150 bbl Operated <8 hrs.	\$137.50: hr.
Roll-Off Truck, Operated <8 hrs	\$137.50: hr

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Any reference to "FES" above is Advanced Chemical Transport, Inc. dba ACTEnviro.

Contractor may revise rates above with 30 days' advance written notice to Agency.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Advanced Chemical Transport, Inc. dba ACTEnviro

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

Advanced Chemical Transport, Inc. dba ACTEnviro

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

2023 Plant Outage Schedule

PLANT	UNIT NAME	SLIC UNIT ID	MW	START DATE/TIME	END DATE/TIME	WORK TO BE PERFORMED
CT's	CT1 Lodi	LODI25_2_UNIT 1	25	2/1/23 0:00	2/28/23 23:59	Controls & Excitation / Routine
CT's	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	25	3/1/23 0:00	3/31/23 23:59	Controls & Excitation / Routine
CT's	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	25	3/1/23 0:00	3/31/23 23:59	Controls & Excitation / Routine
CT's	CT2 (STIG)	STIGCT_2_LODI	49.9	4/1/23 0:00	4/30/23 23:59	Annual Maintenance
CT's	LEC	LODIEC_2_PL1X2	304	4/1/23 0:00	4/30/23 23:59	GrBx/Torque/SP4/Routine
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	27	3/1/23 0:00	3/16/23 23:59	Annual Maintenance
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	27	3/1/23 0:00	3/16/23 23:59	Annual Maintenance
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	40	11/1/23 0:00	11/5/23 23:59	Annual Maintenance
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/16/23 7:00	10/27/23 18:00	CV1 Annual Maintenance
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/31/23 5:00	10/31/23 18:00	Move GSU2 past GSU1 to storage
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	9/30/23 5:00	9/30/23 19:00	CV Dual unit outage
Hydro	Collierville Unit 1/2	COLVIL_7_PL1X2	126.5	10/1/23 5:00	10/1/23 19:00	CV Dual unit outage
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/1/23 5:00	10/13/23 18:00	CV2 Annual Maintenance
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/11/23 8:00	9/15/23 17:00	NSM1 Annual Maintenance
Hydro	Spicer Unit 2	SPICER_1_UNITS	2.8	9/18/23 8:00	9/22/23 17:00	NSM2 Annual Maintenance



2023 Plant Outage Schedule

Facilities Committee
August 3, 2022

Overview of Presentation

- Outage Schedule Process
- Maintenance Scope and Considerations
- Draft 2023 Maintenance Outage Schedule
 - July 2023 – Presenting as a Informational Item
 - Aug 2023 – Seek Approval (Facility and PPC)
- Draft 2024 Maintenance Outage Schedule
- Draft 2025 Maintenance Outage Schedule
- Approve NCPA 2023 Outage Schedule

Outage Schedule Process Status

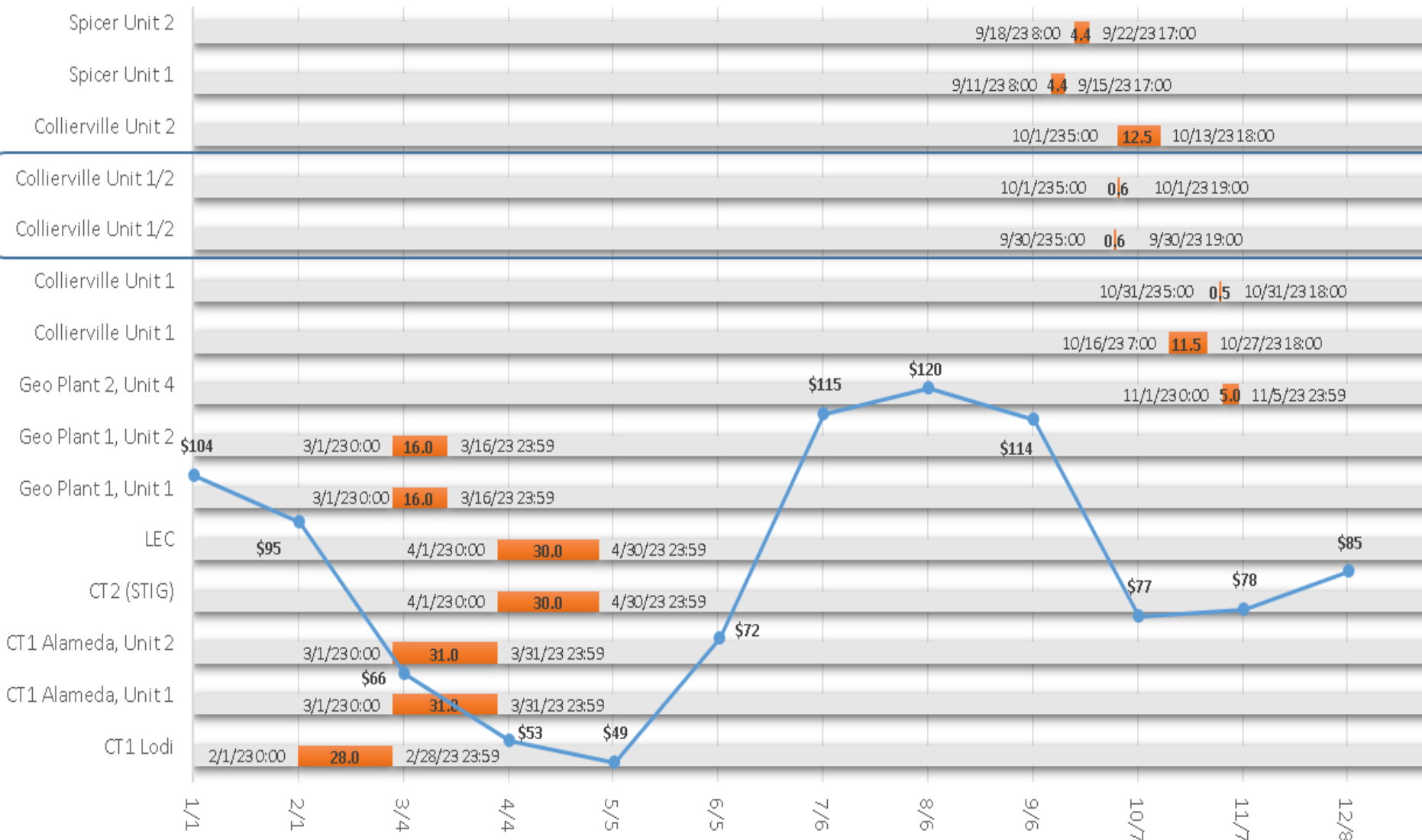
- **July 6th** – Facility Committee as an informational item.
- **July 11th** –LEC PPC as an informational item.
- **No Changes Occur**
- **August 3rd** – Facility Committee for approval.
- **August 8th** – LEC PPC for approval.

Maintenance Scope and Assumptions

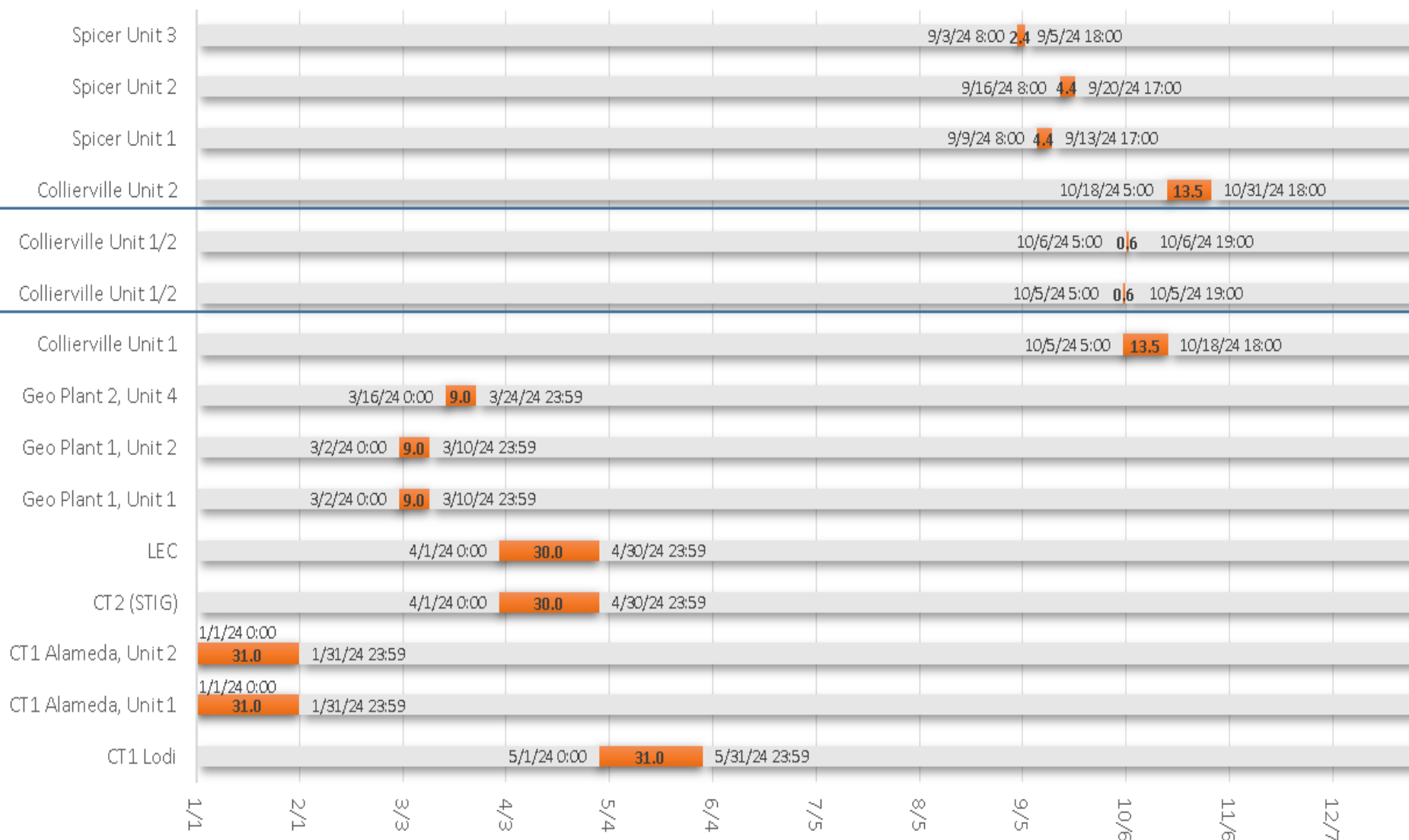
- Annual Maintenance Scope
 - Includes required regulatory compliance, electrical, mechanical, and civil type work.
- Assumptions
 - Scheduling – Each outage balances multiple factors such as: cost, impact from weather and accessibility (such as snow), market and grid sensitivity, and parts availability.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

DRAFT: NCPA Plant Outage Schedule, 2023

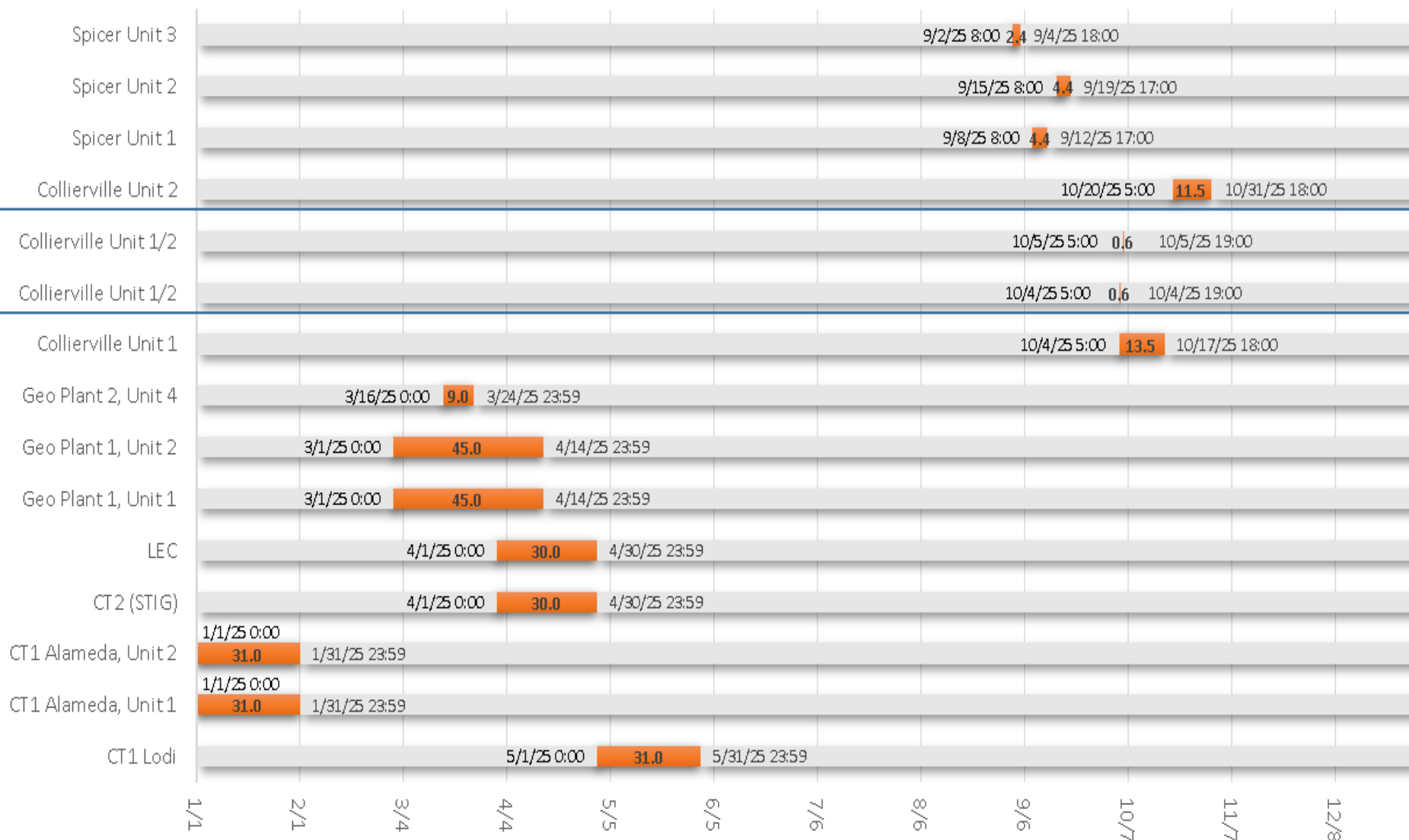
(Includes: HLH Forward Price Curve and Distribution of DLAP Prices - June 15, 2022)



DRAFT: NCPA Plant Outage Schedule, 2024



DRAFT: NCPA Plant Outage Schedule, 2025



Recommendation

- Staff is seeking approval to plan plant outage as outlined in the NCPA 2023 Plant Outage Schedule.