



12745 N. Thornton Road  
Lodi, CA 95242

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## LEC PPC Agenda

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**Date:** August 4, 2021  
**Subject:** August 9, 2021 Lodi Energy Center Project Participant Committee Meeting  
**Location:** 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations  
**Time:** 10:00 am

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**\*\*\*This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-08-21 issued June 11, 2021, that allows attendance by NCPA Commissioners, staff and the public to participate and conduct the meeting by teleconference.**

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In compliance with the Executive Department, State of California, Executive Order N-29-20, and the Brown Act, you may participate in the meeting via teleconference by:

<https://zoom.us/j/4829833565>

Dial: 669-900-6833

Meeting ID: 482 983 3565

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

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

**1. Review Safety Procedures**

**2. Call Meeting to Order and Roll Call**

**PUBLIC FORUM**

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

**3. Meeting Minutes – Approval of July 12, 2021 Regular Meeting Minutes**

**MONTHLY REPORTS**

**4. Operational Report for July 2021 – (Rafael Santana)**

**5. Market Data Report for July 2021 – Verbal Report (Zakary Liske)**

**6. Monthly Asset Report for June 2021 – (Michael DeBortoli)**

**7. Bidding Strategies Report – Verbal Report and update regarding bidding strategies and regulation down revenues (Jesse Shields/Ken Goeke)**

**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 2021 – Accept by all Participants**

**9. Financial Report for June 2021 – 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. Hart High Voltage Apparatus Repair and Testing Co., Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Hart High Voltage Apparatus Repair and Testing Co., Inc. for specialized electrical services, with a not to exceed of \$3,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**12. Cisco Air Systems, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Cisco Air Systems, Inc. for specialized OEM air compressor maintenance services, with a not to exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

### **CLOSED SESSION ITEMS**

**13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** – Authority to conduct real property negotiations pursuant to Government Code Section 54956.8.

Property: APN # 055-070-07, APN # 055-070-08, APN # 055-080-02

Agency Negotiator: Joel Ledesma and Michael DeBortoli

Negotiating Parties: Patrick Ross, Sierra Stream, LLC

Under Negotiation: The instruction to negotiators will concern price and terms of payment.

### **BUSINESS ACTION ITEMS**

**14. NCPA 2022 Plant Outage Schedule** – Staff is seeking approval of the 2022 Plant Outage Schedule.

### **INFORMATIONAL/ DISCUSSION ITEMS**

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

### **ADJOURNMENT**

Next Regular Meeting: September 13, 2021 at 10:00 am.

*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.*



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# LEC PPC Meeting Minutes

**Date:** July 12, 2021

**Time:** 10:00am

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

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

## 1. Review Safety Procedures

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

## 2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:04 am by Chairman Basil Wong. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Sharma	Present	33.5000%
Gridley - Sanchez	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Main	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 - Grandi	Absent	1.7857%
Summary		
Present	8	87.1501%
Absent	5	12.8499%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

7/12/2021

**Public Forum**

Chairman Wong asked if any members of the public were on the phone 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 7, 2021 meeting were considered. Suggestion to change Chairman Chang's name to Chairman Wong's in the minutes under the consent calendar, where updated. The LEC PPC considered the following motion:

**Date:** 7/12/2021

**Motion:** The PPC approves the minutes from the June 10, 2021 regular LEC PPC meeting, with the correction to change the Chairman from Chiang to Wong.

**Moved by:**

**Biggs**

**Seconded by:**

**Gridley**

**Discussion:** There was no further discussion

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	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%
<b>Vote Summary</b>		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

## **MONTHLY REPORTS**

### **4. Operational Reports for June 2021**

Rafael Santana presented the Operational Report for June 2021. There were no OSHA recordable accidents and no NERC/WECC violations. There were two forced outages in June 2021. Trouble with the diesel fire pump and the unit trip on startup, on June 27<sup>th</sup> and June 28<sup>th</sup>. The next planned outage for the steam turbine and generator major work is scheduled for March 1, 2022 – May 31, 2022.

The operational report reflected monthly production of 185,840 MWH, 691 service hours, and equivalent operating availability of 97.6%. The report set for the Capacity Factor @ 302MW Pmax of 85.5%. There were 1 hot starts, 0 warm starts, and 2 cold starts during the month.

### **5. Market Data Report for June 2021**

Zackary Liske mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 29 out of 30 available days. Most runs were 24 hours runs in the month of June. There were 1 day not committed, due to economics.

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

Michael DeBortoli presented the monthly asset report for May 2021. Michael mentioned the revenues were strong in 2021 and May had more run time. The budget is staying on track with the forecast for May 2021. Historically, this month was similar to 2014.

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

Jesse Shields presented the Bidding Strategies Report for June 2021. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

### **Consent Calendar (Items 8-14)**

The consent calendar was considered. Chairman Wong asked if any Participant wished to have any item removed for separate discussion. Hearing a request to pull Item #13 Airstrike Bird Control, Inc. GSA. He then asked to pull this item and 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:** 7/12/2021

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for May 2021; **9.** Financial Report for May 2021; **10.** GHG

Reports (excerpted from the Monthly ARB); **11.** Gannett Fleming, Inc. MTPSA for consulting services related to dam safety engineering, civil, environmental, geotechnical, and structural engineering, not to exceed from \$2,500,000, for use at all NCPA facilities and Members/SCPPA; **12.** Cisco Air Systems, Inc. First Amendment to MTGSA for specialized OEM air compressor maintenance services, extending the contract expiration date from July 29, 2021 to October 21, 2021, for use at all NCPA facilities and Members/SCPPA; **14.** Alliant Insurance Services, Inc. MTCSA for professional brokerage services, not to exceed from \$800,000, for use at all NCPA facilities.

**Moved by:**  
**Seconded by:**

**Lodi**  
**Biggs**

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

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	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%
<b>Vote Summary</b>		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

### **BUSINESS ACTION ITEMS**

#### **13. Airstrike Bird Control, Inc. - GSA**

Michael DeBortoli pulled Item#13 Airstrike Bird Control, Inc. – GSA to increase the scope of work. The initial contract scope was limited. This contract is for ongoing maintenance and a sole source vendor. The PPC considered the following motion:

**Date:** 7/12/2021

**Motion:** The PPC approves the sole source five year General Services Agreement between NCPA and Airstrike Bird Control, Inc., in an amount not to exceed \$400,000, for use at any facilities owned and/or operated by NCPA.

**Moved by:**  
**Seconded by:**

**Biggs**  
**SVP**

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

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	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%
<b>Vote Summary</b>		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

**CLOSED SESSION**



**15. Adjourned to Closed Session (After Discussing Items #16-#17)**

Chairman Wong and Jane Luckhardt adjourned to Closed Session at 10:55am, after reviewing Items #16-17 with the Open Session. A Closed Session discussion was had pursuant to Government Code Section 54956.8 regarding authority to conduct real property negotiations for Property: APN # 055-070-07, APN # 055-070-08, APN # 055-080-02.

At 11:06 am the Committee returned to Open Session. General Counsel Jane Luckhardt advised that no reportable action was taken during the Closed Session.

**INFORMATIONAL ITEMS**

**16. NCPA 2022 Plant Outage Schedule**

Michael DeBortoli provided an update on the 2022 plant outage schedule. In August 2021, the Members will review a presentation and vote on approval of the schedule.

**17. Additional Operational Updates**

Joel Ledesma mentioned the PG&E gas rate case for 2023 will be presented in two phases. Phase one will be a WebEx discussion on July 15, 2021 and phase two is scheduled for September 2021.

**Adjournment**

The next regular meeting of the PPC is scheduled for Monday, August 9, 2021 at 10:00am.

The meeting was adjourned at 11:07 am.

Submitted by: Melissa Conrad

# **Lodi Energy Center Project Participant Committee**

## **Operational Report**

**Agenda Item No.: 4**

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**Date:** 8/9/2021

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

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### **Safety**

- OSHA Recordable: 0 Accidents.

### **Notice of Violations**

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

### **Outage Summaries:**

- Normal Operation

### **Planned Outage Summaries:**

- March 1 – May 31, 2022; Steam turbine generator major inspection, gas turbine ULN installation

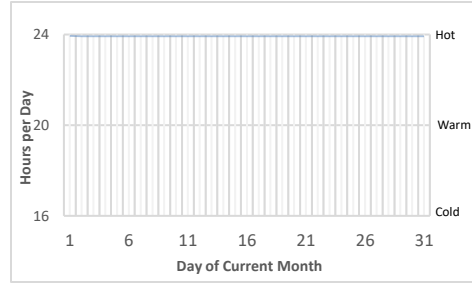
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**Generating Unit Statistics:**

**Date:** 7/1/2021

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1. Monthly Production	204,131	MWh
2. Productivity Factor		
a. Service Hours	744	Hours
b. Service Factor	100.0%	%
c. Capacity Factor @ 302MW Pmax	90.8	%
3. Equivalent Operating Availability (EOA)	100.0	%
4. Forced Outage Rate (FOR)	0.0	%



#### 5. Heat Rate Deviation

a. Fuel Cost (Not Current Market Price)

4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW- Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	6,962	1.34%	54,247	\$20,048
Seg. 3 275 - 284	6971	6,976	0.08%	71,145	\$1,489
Seg. 4 250 - 275	7081	6,970	-1.56%	66,997	-\$29,676
Seg. 5 225 - 250	7130	6,992	-1.93%	8,812	-\$4,853
Seg. 6 200 - 225	7200	7,064	-1.89%	1,036	-\$563
Seg. 7 175 - 225	7450	7,171	-3.75%	265	-\$296
Seg. 8 165 - 175	7760	0	0.00%	0	\$0
	7,164	7,023	-1.51%	202,502	-\$13,851

#### 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	-1	1	\$15
Seg. 3 275 - 284	0	-3	3	\$79
Seg. 4 250 - 275	0	-1	1	\$35
Seg. 5 225 - 250	0	0	0	\$2
Seg. 6 200 - 225	0	0	0	\$2
Seg. 7 175 - 225	0	0	0	\$0
Seg. 8 165 - 175	0	0	0	\$0
	1	-4	5	\$134

#### 7. Starting Reliability

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



# **LEC PPC Meeting**

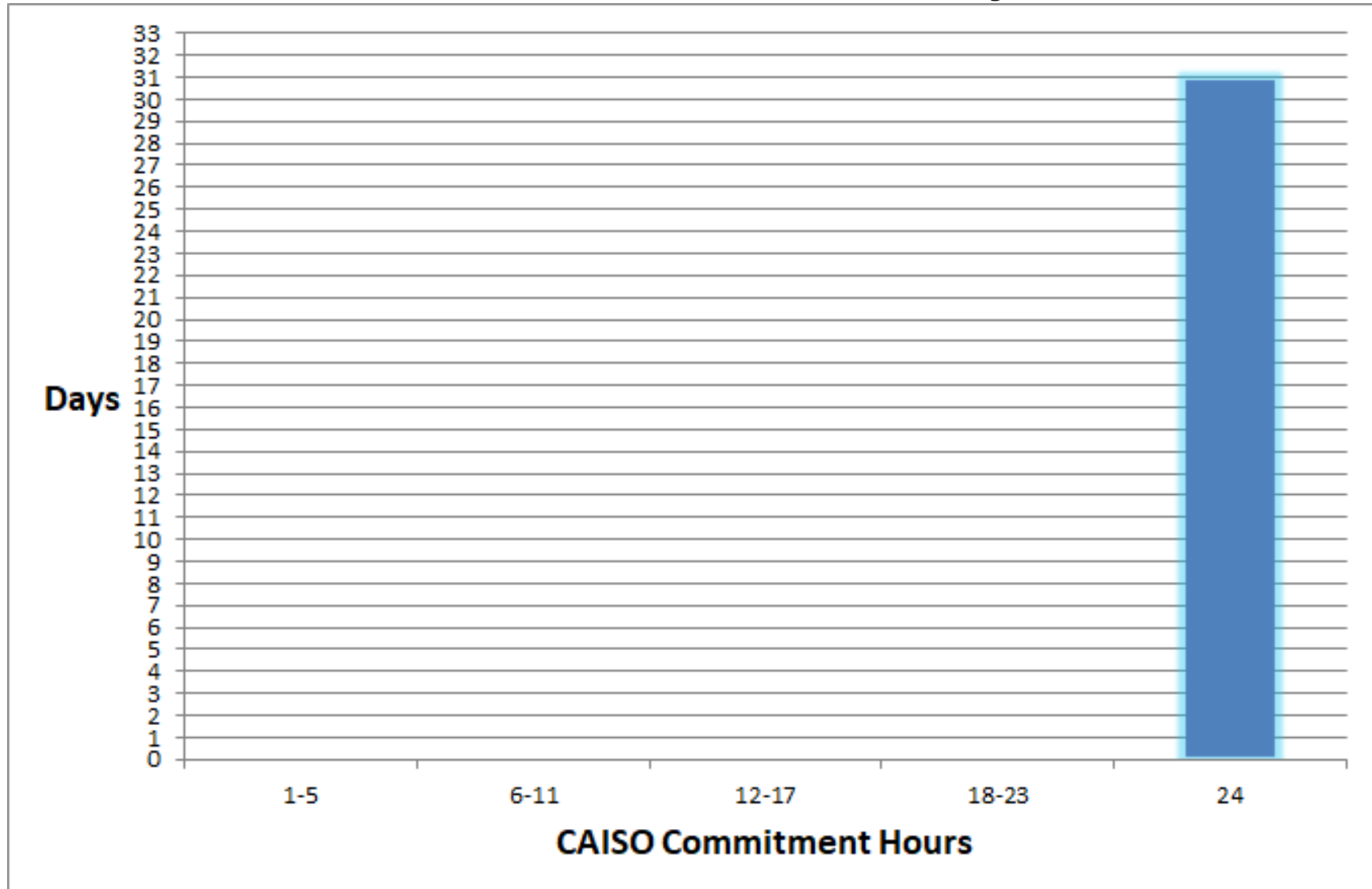
## **August 9, 2021**

### **July 2021 Market Financial Results**

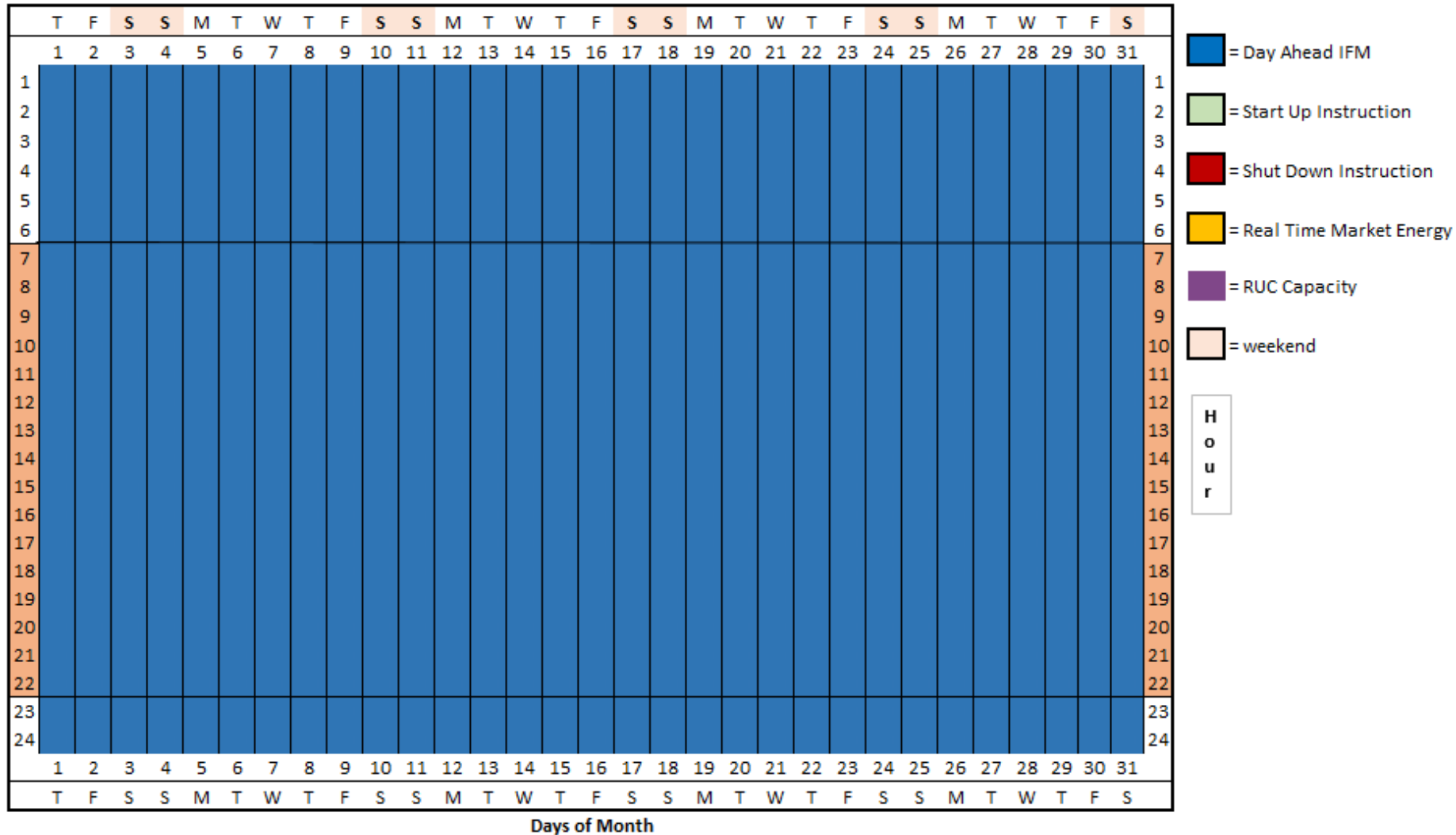
## LEC Operational Results for July 2021

- Resource Adequacy Availability Metrics:
  - 100% - Monthly Assessment Generic Performance
  - 100% - Monthly Assessment Flexible Performance Vs
  - 96.5% Availability Standard
- Estimated RAAIM Net Incentive Payment Amount:
  - \$5,400 for Generic RA based on claimed 95.07 MW
  - \$3,650 for Flexible RA based on claimed 62.32 MW
- LEC was committed by CAISO for Market energy 31 days of 31 available days
  - 31 days of continuous 24/7 operation

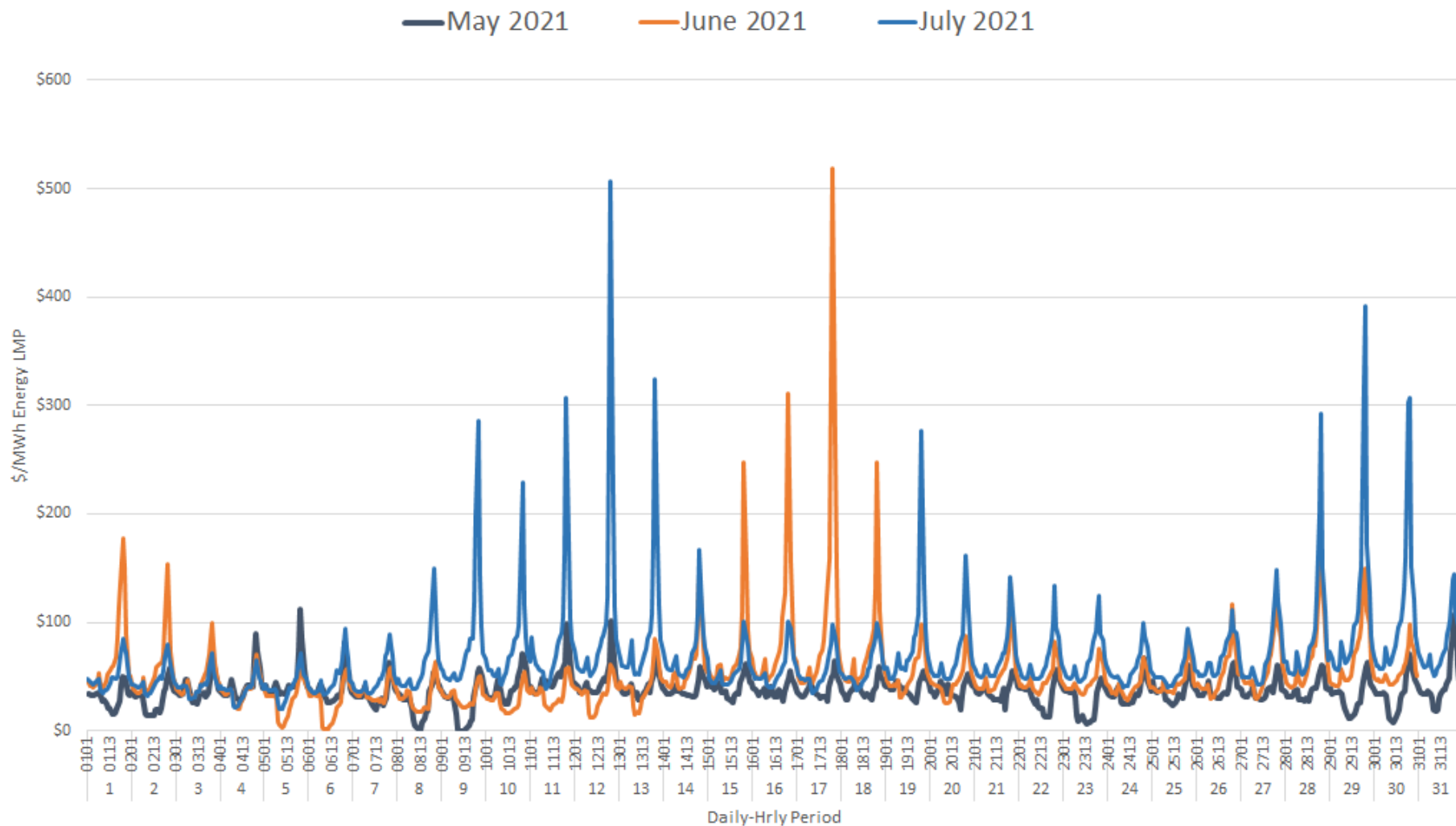
## Frequency Tabulation of Daily CAISO commitment hours for July 2021



# Daily CAISO Commitment Runs for July 2021

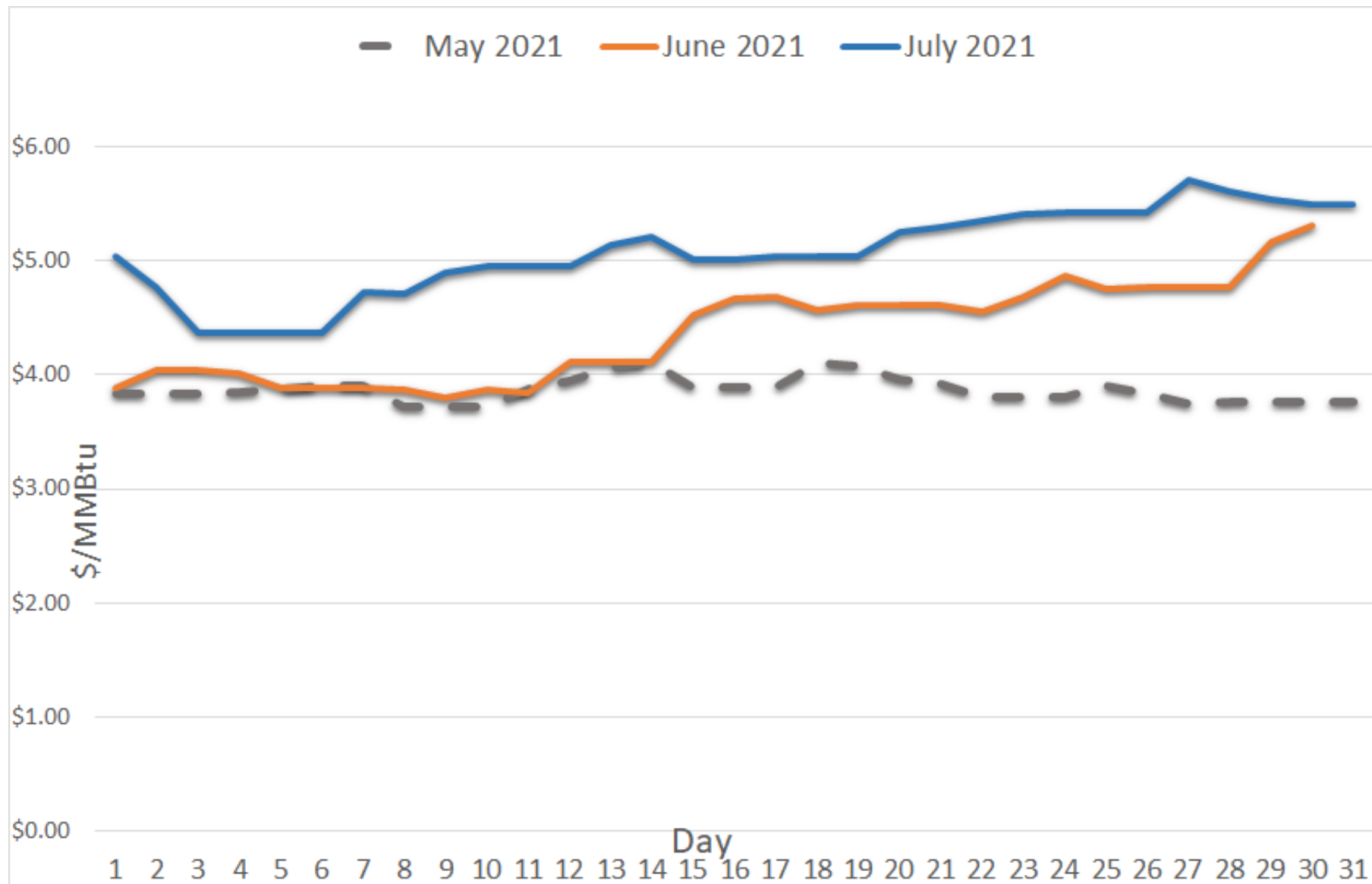


# DA Energy LMP values by Month

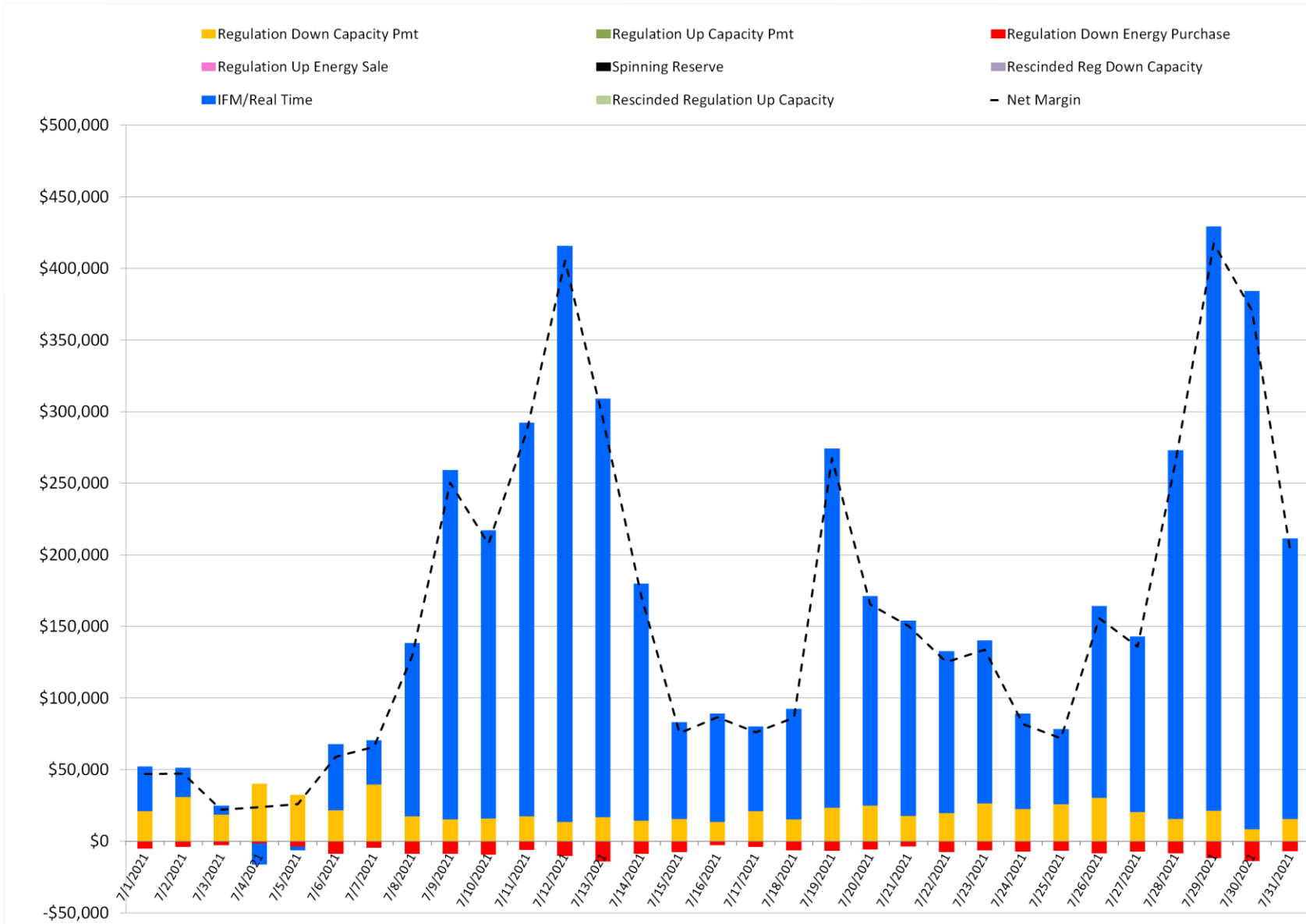




# July 2021 Daily PG&E City Gate Gas Index



# July 2021 LEC Daily July Profile by Product



## July 2021 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$ 14,217,500	
Regulation Up Capacity	\$ 200	
Regulation Down Capacity	\$ 650,500	
Spinning Reserve	\$ -	
<b>Total Gross LEC Revenue</b>		<b>\$ 14,868,200</b>
LEC CAISO GMC Costs	\$ (78,000)	
CAISO Energy & Capacity Buyback Costs	\$ (416,400)	
Total Monthly LEC Fuel Cost	\$ (7,526,000)	
Total Monthly GHG Obligation	\$ (1,757,300)	
Variable Operations & Maintenance Cost	\$ (198,000)	
<b>Total Gross Costs</b>		<b>\$ (9,975,700)</b>
<b>Cumulative Monthly Margin</b>		<b>\$ 4,892,500</b>
<b>31 Days of Accrued LT Maintenance Costs</b>	\$ (470,602)	
<b>Net Cumulative Monthly Margin</b>		<b>\$ 4,421,898</b>
<b>Average Net Margin \$/MWh</b>	<b>\$</b>	<b>21.7</b>

# Comparison of Day Ahead Congestion

## LEC vs NP15 Trade Hub

July 2021 Cost of Congestion Component

**\$8,977**

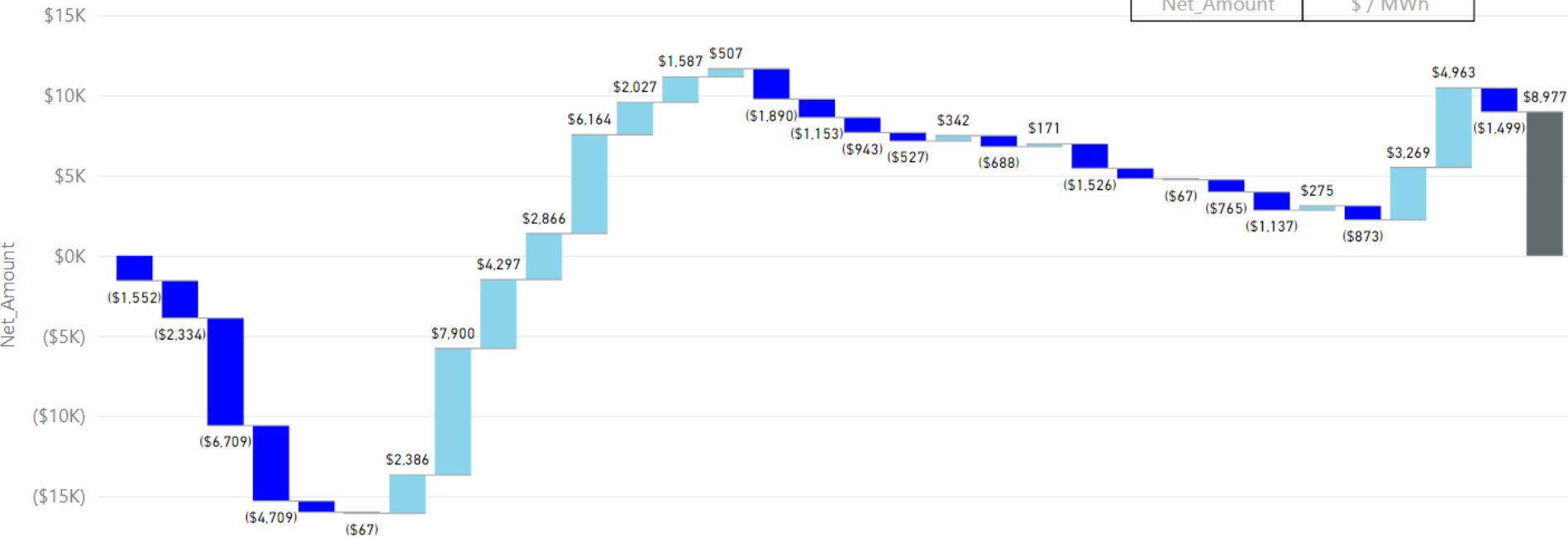
Net\_Amount

**\$0.04**

\$ / MWh

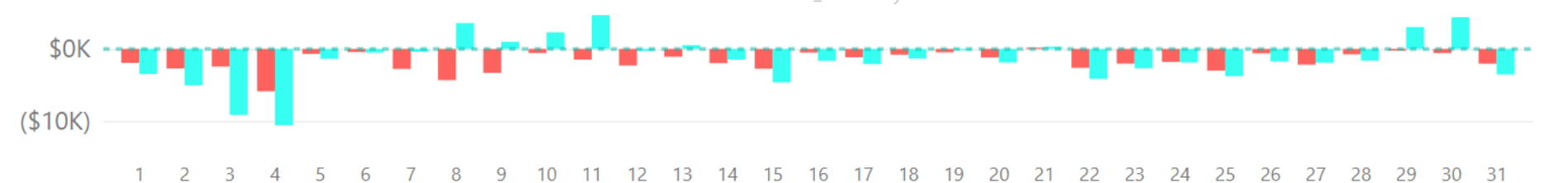
Net\_Amount by Day

● Increase ● Decrease ● Total



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

July 2021 Cost of Loss Component

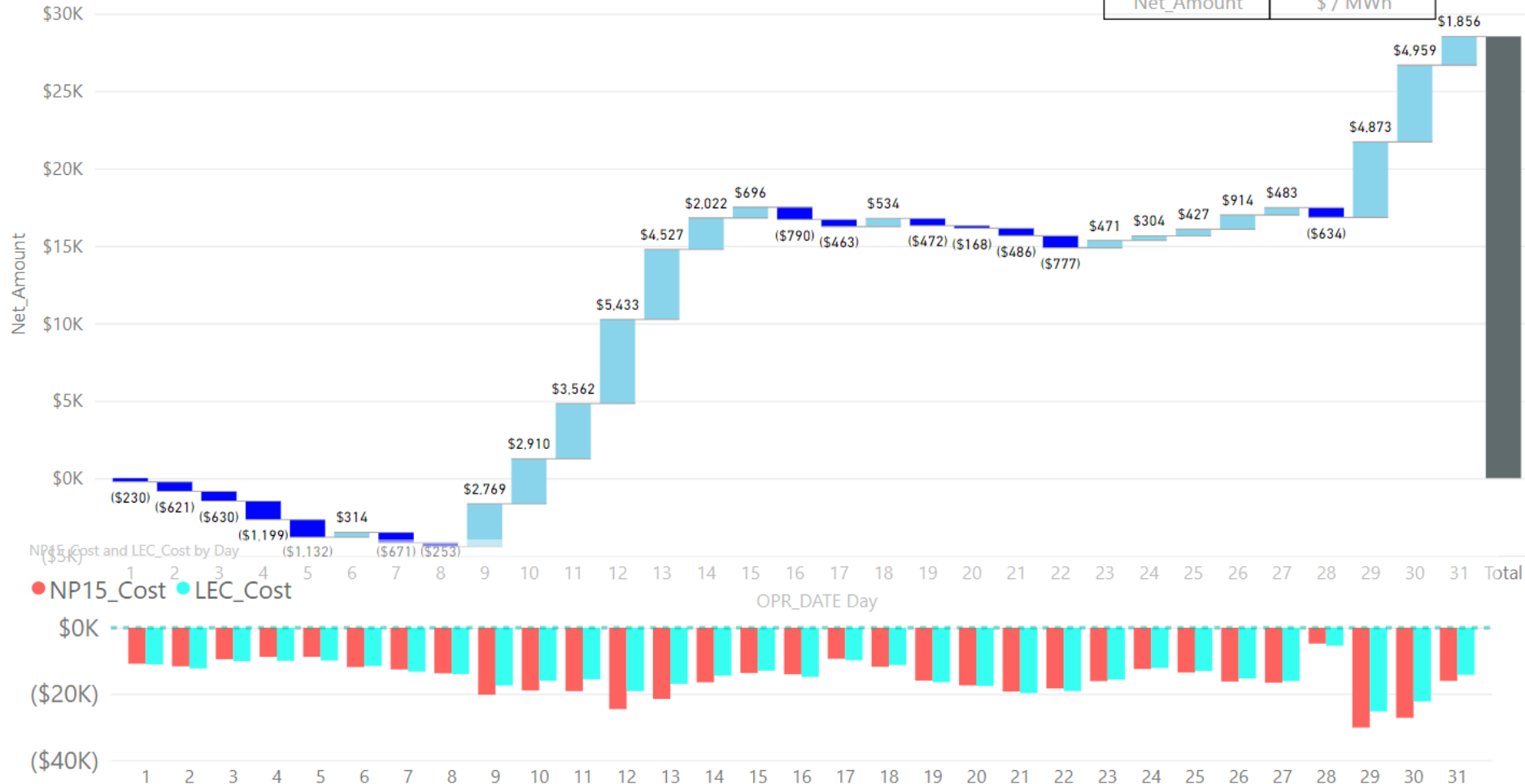
● Increase ● Decrease ● Total

\$28,528

Net\_Amount

\$0.14

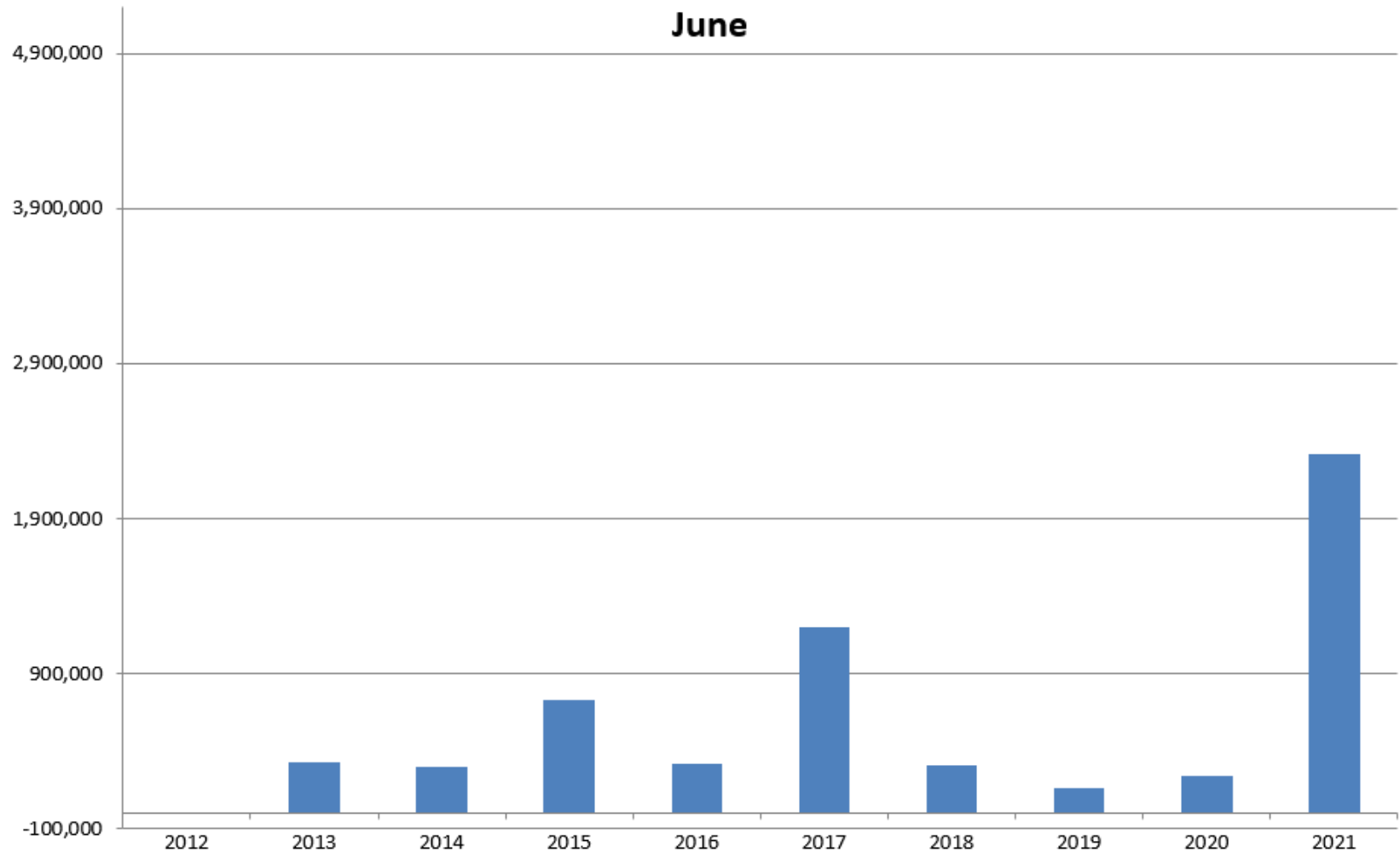
\$ / MWh



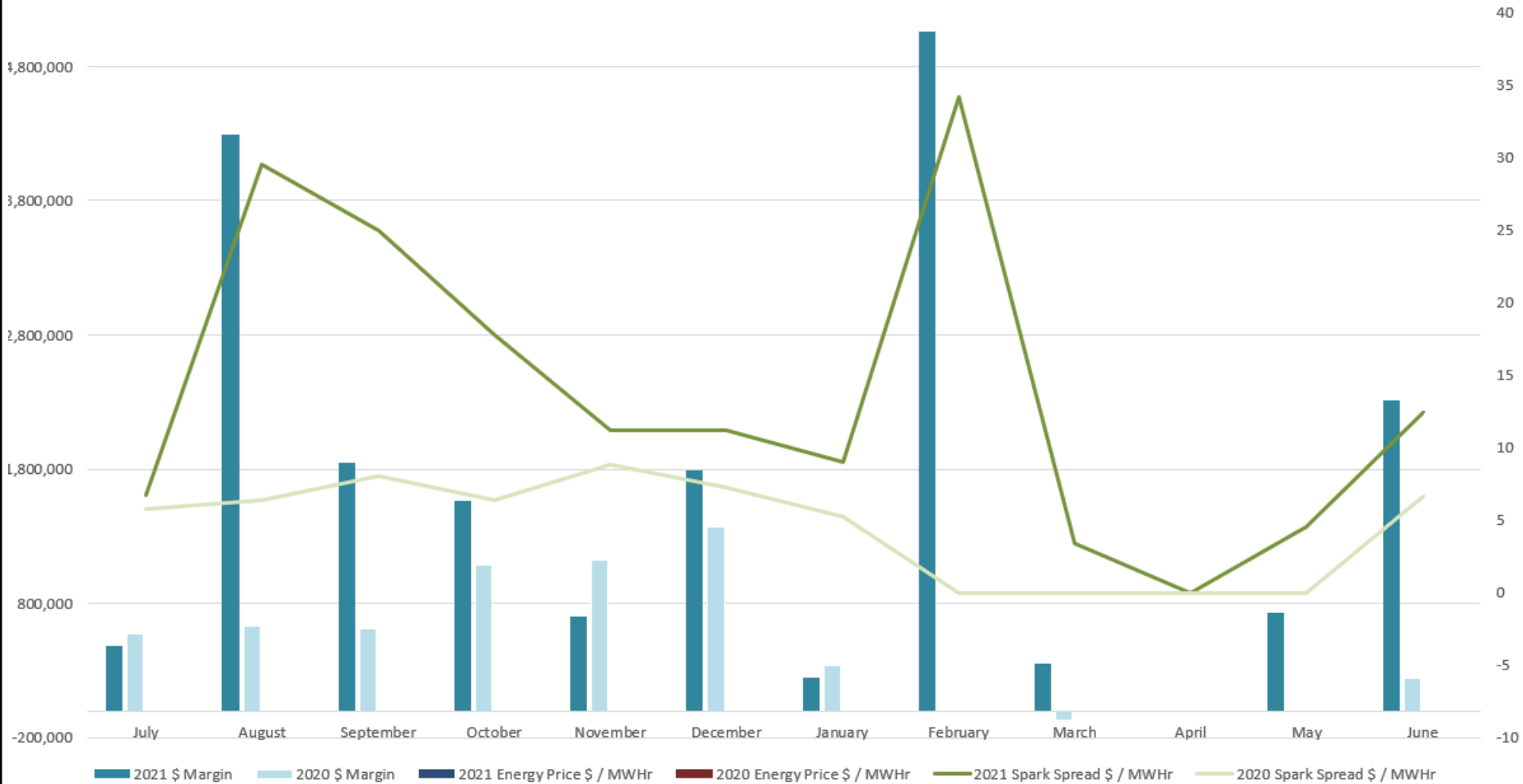
# June Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	11,913,189	7,534,247	3,266,902	4,378,942	58%	Increase run time
VOM	8,891,844	6,316,769	3,101,772	2,575,074	41%	
Fixed	1,678,297	1,116,957	1,042,096	561,340	50%	Insurance
Projects	393,796	153,194	153,194	240,602	157%	
A&G	309,514	222,637	222,637	86,877	39%	
Debt	2,168,653	2,168,653	2,168,653	0	0.00%	
Net Cost	(1,528,915)	(2,443,964)	(3,421,450)	915,049	-37%	
Net Annual Cost		(25,352,191)	(27,923,503)	\$2,571,312		
				Below budget by 9.21%		

# Historical Margins

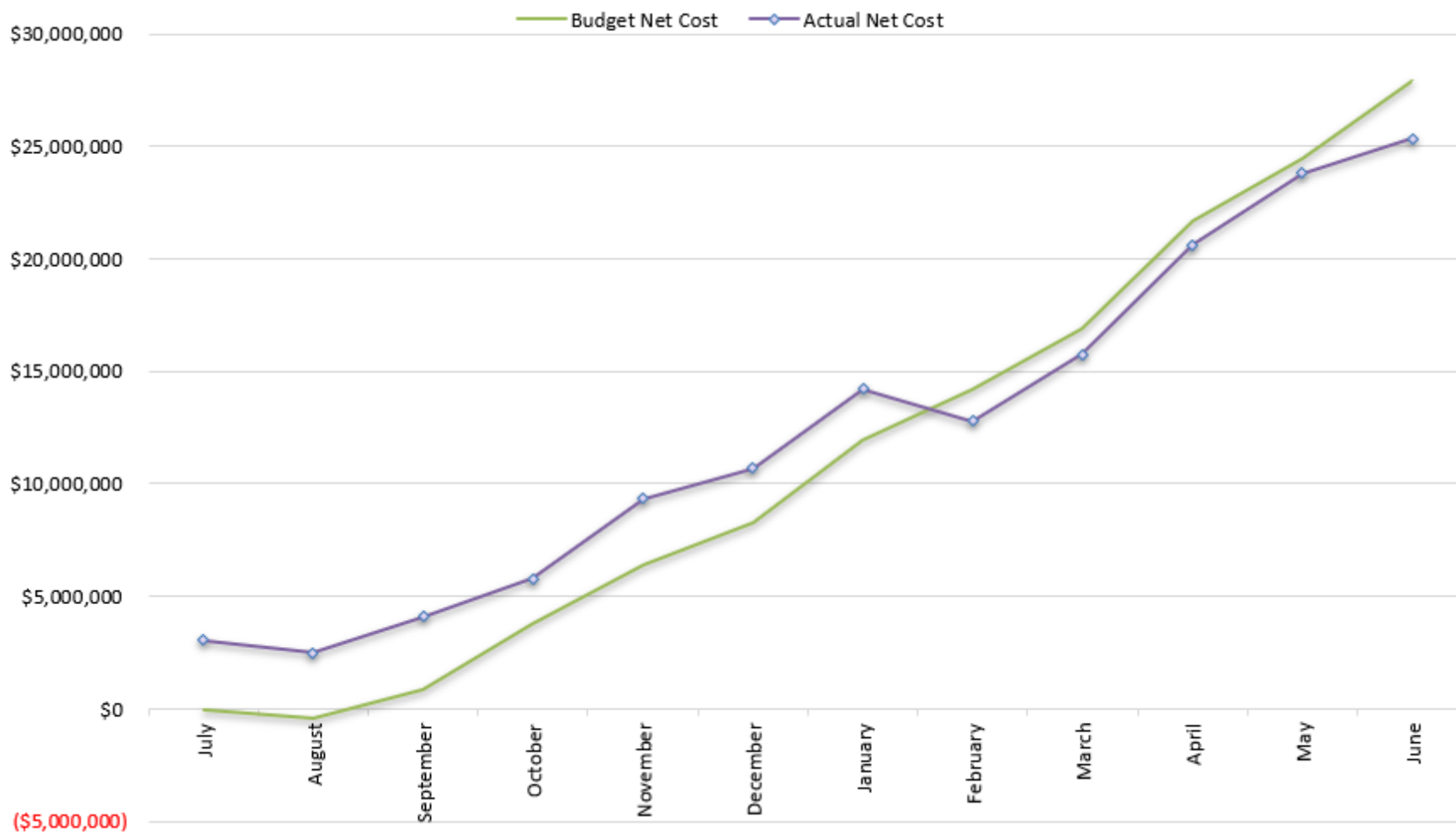


## Historical Monthly Comparison





### Cummulative Net Cost



Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 08/05/2021

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2021 Budget	Percent Used	Comments
VOM	2,100,250	4,745,364	2,926,963	3,423,662	3,417,827	5,609,717	1,176,767	6,735,536	3,859,883	134,204	6,904,462	8,891,844	49,926,478	50,918,015	98.1%	
Capacity Factor	32%	65%	65%	39%	29%	71%	12%	73%	47%	0%	72%	86%	49%	54%	91.7%	
Fuel Consumed (mmBTU, estimated)	553,447	1,035,000	548,358	637,443	459,993	1,147,877	206,311	1,049,925	736,400	0	1,127,410	1,289,647	8,791,810	9,021,368	97.5%	
Avg Fuel Cost (\$/mmBTU)	2.51	3.21	3.71	4.08	3.86	3.64	3.70	4.94	3.82	0.00	4.10	4.58	3.94	3.65	107.7%	
Power Produced (MWhr, estimated)	75,067	145,066	73,991	87,952	62,413	159,981	27,129	148,102	104,723	0	161,265	185,842	1,231,531	1,316,988	93.5%	
Avg Power Price (\$/MWhr)	37.12	64.43	64.82	58.46	51.97	48.53	49.83	79.07	42.71	0.00	46.90	58.11	56.01	49.94	112.2%	
Operations / Variable / LTSA	32,219	107,731	197,945	73,568	1,042,863	71,218	138,573	200,809	92,573	134,204	682,801	1,082,926	3,857,430	5,436,362	71.0%	
Fuel (estimated)	1,387,262	3,318,378	2,035,385	2,601,505	1,775,673	4,176,868	763,593	5,188,265	2,814,945	0	4,627,028	5,908,504	34,597,407	32,955,703	105.0%	Unit ran more than planned.
AB32 GHG Offset (estimated)	508,424	950,218	508,995	598,684	430,015	1,077,404	201,225	1,046,455	735,221	0	1,197,993	1,477,296	8,731,929	8,695,359	100.4%	
CA ISO Charges (estimated)	172,345	369,037	184,638	149,905	169,275	284,226	73,377	300,008	217,144	0	396,639	423,118	2,739,712	3,830,591	71.5%	
Routine O&M (Fixed)	1,026,632	1,427,542	964,942	882,496	909,320	1,016,038	1,113,313	990,118	925,523	1,160,896	974,149	1,678,297	13,069,266	11,555,680	113.1%	
Maintenance / Fixed	311,545	463,173	282,367	282,612	255,184	352,168	262,839	354,972	282,362	309,737	215,244	519,842	3,892,045	2,717,065	143.2%	Insurance
Administration	2,729	13,600	10,296	2,260	4,337	23,458	2,999	4,698	5,764	7,473	4,891	4,263	86,768	211,377	41.0%	
Mandatory Costs	36,623	190,530	25,662	9,311	7,960	4,761	41,827	18,314	11,839	36,867	35,673	43,117	462,484	309,455	149.5%	
Inventory Stock	0	0	7,434	50	0	0	31,226	20,049	0	4,286	43,841	41,106	147,992	-	0.0%	
Labor	482,419	566,447	439,117	393,381	435,435	438,819	578,046	381,019	432,157	599,406	480,956	521,799	5,749,001	5,789,039	99.3%	
Insurance	66,328	66,328	66,328	66,328	66,328	66,328	69,043	66,328	66,328	66,328	66,328	405,440	1,137,763	898,338	126.7%	
Power Management & Settlements	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	126,988	1,523,856	1,523,860	100.0%	
Other Costs	0	476	6,750	1,566	13,088	3,516	345	17,750	85	9,811	228	15,742	69,357	106,546	65.1%	
Projects	352,616	277,393	153,194	161,920	160,086	154,474	153,194	178,409	360,895	1,233,491	524,153	393,796	4,103,621	2,905,788	141.2%	
Maintenance Reserve	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,194	153,914	1,839,048	1,838,332	100.0%	
Operations & Maintenance Projects	-287,312	36,453	0	4,600	6,892	1,280	0	25,215	22,100	1,080,297	284,278	239,882	1,413,685	1,060,956	133.2%	
Capital Projects	486,734	87,746	0	4,126	0	0	0	0	185,601	0	86,681	0	850,888	6,500	13090.6%	
A&G	183,752	208,363	197,156	188,760	169,560	183,629	243,359	209,696	185,910	184,027	176,053	309,514	2,439,779	2,671,642	91.3%	
Administrative & General (Allocated)	160,659	198,558	152,153	153,613	145,154	155,505	208,059	182,073	161,021	152,562	148,820	262,270	2,080,447	2,317,930	89.8%	
Generation Services Shared	23,093	9,805	45,003	35,147	24,406	28,124	35,300	27,623	24,889	31,465	27,233	47,244	359,332	353,712	101.6%	
Total O&M Cost	3,663,250	6,658,662	4,242,255	4,656,838	4,656,793	6,963,858	2,686,633	8,113,759	5,332,211	2,712,618	8,578,817	11,273,451	69,539,144	68,051,125	102.2%	
Debt Service	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	2,168,653	26,023,836	26,023,835	100.0%	
Revenues	2,786,992	9,389,288	4,797,711	5,141,732	3,268,809	7,763,886	1,351,756	11,711,042	4,521,621	947	7,563,818	11,913,189	70,210,789	66,151,457	106.1%	
ISO Energy Sales (estimated)	2,786,450	9,346,750	4,796,399	5,141,732	3,243,809	7,763,886	1,351,756	11,711,042	4,473,171	0	7,563,818	10,799,557	68,978,368	65,765,612	104.9%	
Other Income	542	42,538	1,312	0	25,000	0	0	0	48,450	947	0	1,113,632	1,232,421	385,845		
Net	(\$3,044,911)	\$561,973	(\$1,613,197)	(\$1,683,759)	(\$3,556,637)	(\$1,368,624)	(\$3,503,530)	\$1,428,629	(\$2,979,243)	(\$4,880,324)	(\$3,183,652)	(\$1,528,915)	(\$25,352,191)	(\$27,923,503)	Below budget by 9.21%	



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# LEC Treasurer's Report

AGENDA ITEM NO.: 8

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**Date:** August 9, 2021  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended June 30, 2021

---

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 \$667,914.

Investments - The carrying value of the LEC's investment portfolio totaled \$30,938,686 at month end. The current market value of the portfolio totaled \$30,955,491.

The overall portfolio had a combined weighted average interest rate of 0.962% with a bond equivalent yield (yield to maturity) of 0.811%. Investments with a maturity greater than one year totaled \$12,815,000. During the month \$899,120 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 3 basis points from 0.02% to 0.05% and rates on one year T-Bills decreased 5 basis points from 0.04% to 0.09%.

To the best of my knowledge and belief, all securities held by LEC as of June 30, 2021 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  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**JUNE 30, 2021**

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**Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
June 30, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 667,914	\$ 6,428,815	\$ 7,096,729	22.45%	\$ 6,428,815
Debt Service Reserve	-	12,714,793	12,714,793	40.23%	12,751,344
O & M Reserve	-	11,653,796	11,653,796	36.87%	11,634,050
	<b>667,914</b>	<b>30,797,404</b>	<b>31,465,318</b>	<b>99.55%</b>	<b>30,814,209</b>
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	141,282	141,282	0.45%	141,282
Participant Deposit Account	-	-	-	-	-
	<b>\$ 667,914</b>	<b>\$ 30,938,686</b>	<b>\$ 31,606,600</b>	<b>100.00%</b>	<b>\$ 30,955,491</b>

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

Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash Activity Summary  
June 30, 2021

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	
		(NOTE B)	(NOTE A)		(NOTE B)		
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 17	\$ 14,783,257	\$ (22,378,031)	\$ -	\$ 2,686,749	\$ (4,908,008)
Debt Service Reserve	-	43,563	848,000	-	(891,563)	-	-
O & M Reserve	-	7,557	-	-	(7,557)	-	-
	-	51,137	15,631,257	(22,378,031)	(899,120)	2,686,749	(4,908,008)
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 51,137</b>	<b>\$ 15,631,257</b>	<b>\$ (22,378,031)</b>	<b>\$ (899,120)</b>	<b>\$ 2,686,749</b>	<b>\$ (4,908,008)</b>

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, 2021**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ -	\$ (14,783,257)	\$ -	\$ -	\$ -	\$ (14,783,257)
Debt Service Reserve	891,563	(848,000)	(938)	-	-	42,625
O & M Reserve	7,557	-	(2,621)	-	-	4,936
	<u>899,120</u>	<u>(15,631,257)</u>	<u>(3,559)</u>	<u>-</u>	<u>-</u>	<u>(14,735,696)</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 899,120</u>	<u>\$ (15,631,257)</u>	<u>\$ (3,559)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (14,735,696)</u>

**Less Non- Cash Activity**

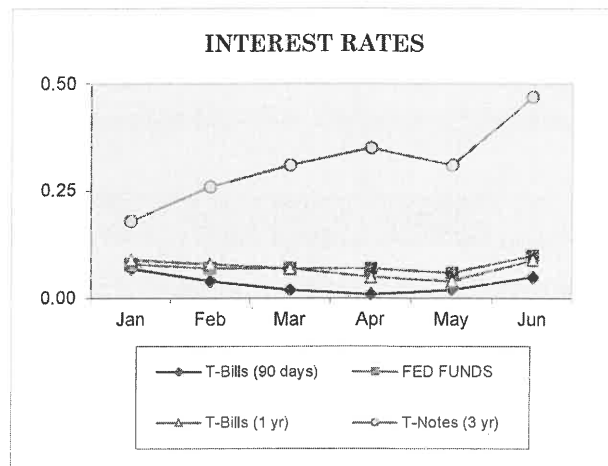
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>3,559</u>
Net Change in Investment --Before Non-Cash Activity	<u>\$ (14,732,137)</u>

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

**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
June 30, 2021**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>0.962%</b>	<b>0.811%</b>
Debt Service Account	0.600%	0.600%
Debt Service Reserve	1.053%	0.942%
O & M Reserve	1.070%	0.789%
GHG Cash Account	0.438%	0.438%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Funds (Overnight)	0.10%	0.05%
T-Bills (90da.)	0.05%	0.15%
Agency Disc (90da.)	0.08%	0.24%
T-Bills (1yr.)	0.09%	0.17%
Agency Disc (1yr.)	0.12%	0.22%
T-Notes (3yr.)	0.47%	0.21%





**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
June 30, 2021**

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	\$ -	\$ 150	\$ -	\$ -	\$ 4,100	\$ 10,850	\$ -	\$ 15,100	48.88%
Corporate Bonds (MTN)	-	-	495	-	595	1,465	-	2,555	8.27%
Municipal Bonds	-	-	500	-	-	500	-	1,000	3.24%
US Bank Trust Money Market	7,322	-	-	-	-	-	-	7,322	23.70%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	1,692	-	-	-	-	-	-	1,692	5.48%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	96	-	-	-	-	-	-	96	0.31%
U.S.Treasury Bill/Note	-	3,128	-	-	-	-	-	3,128	10.13%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 9,110	\$ 3,278	\$ 995	\$ 0	\$ 4,695	\$ 12,815	\$ 0	\$ 30,893	100.00%
Total Percents	29.48%	10.61%	3.22%	0.00%	15.20%	41.48%	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

06/30/2021

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	4,267,704	0.600		4,267,704		1	0.600	4,267,704	SYS79004	79004	4,267,704
Fund Total and Average		\$ 4,267,704	0.600		\$ 4,267,704		1	0.600	\$ 4,267,704			\$ 4,267,704

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,161,111	0.600		2,161,111		1	0.600	2,161,111	SYS79012	79012	2,161,111
Fund Total and Average		\$ 2,161,111	0.600		\$ 2,161,111		1	0.600	\$ 2,161,111			\$ 2,161,111
GRAND TOTALS:		\$ 6,428,815	0.600		\$ 6,428,815		1	0.600	\$ 6,428,815			\$ 6,428,815

\*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 06/30/2021



Northern California Power Agency  
Treasurer's Report

06/30/2021

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	508,987	0.600		508,987		1	0.600	508,987	SYS79005	79005	508,987
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	42	1.699	150,188	3137EAE9	26454	148,905
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	344	1.760	4,178,310	313379Q69	26463	4,113,447
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,705	0.840	4,401,382	3133EMSK9	27199	4,430,000

Fund Total and Average		\$ 9,188,987	1.406		\$ 9,253,941		975	1.252	\$ 9,238,867			\$ 9,202,339
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LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600		804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.069	09/29/2020	2,367,869	07/15/2021	14	0.071	2,368,953	9127963S6	27099	2,368,936

Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		14	0.071	\$ 2,369,757			\$ 2,369,740
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LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	383,735	0.600	07/01/2020	383,735		1	0.600	383,735	SYS79013	79013	383,735
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	14	0.071	758,985	9127963S6	27100	758,979

Fund Total and Average		\$ 1,142,735	0.248		\$ 1,142,308		10	0.249	\$ 1,142,720			\$ 1,142,714
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GRAND TOTALS:		\$ 12,701,526	1.053		\$ 12,764,722		709	0.942	\$ 12,751,344			\$ 12,714,793
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\*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 06/30/2021

Callable Dates:

Inv # 27199 FFCB Anytime



Northern California Power Agency  
Treasurer's Report

06/30/2021

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,550,653	0.438		1,550,653		1	0.438	1,550,653	SYS70047	70047	1,550,653
Union Bank of Califo	UBOC	96,206	0.002		96,206		1	0.002	96,206	SYS70041	70041	96,206
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	98	1.555	497,138	88236TGJ8	26953	495,317
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	123	1.000	508,805	58607ECD4	26966	507,474
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	326	2.456	606,823	90331HPC1	26822	595,988
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	757	0.375	1,000,090	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,249	1.776	507,129	14912L6G1	26952	487,342
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,461	0.610	497,010	592112UB0	27176	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,489	0.579	985,090	3136G4D75	27047	1,000,816
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,495	0.670	2,000,120	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,509	0.600	992,060	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,551	0.530	742,620	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,551	0.530	663,756	3133EMBJ0	27084	670,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,683	0.699	494,165	037833EB2	27170	500,000
JP Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,764	1.200	492,385	48128G3G3	27222	500,000
Fund Total and Average		\$ 11,621,859	1.070		\$ 11,693,593		1057	0.789	\$ 11,634,050			\$ 11,653,796
GRAND TOTALS:		\$ 11,621,859	1.070		\$ 11,693,593		1057	0.789	\$ 11,634,050.			\$ 11,653,796

\*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 06/30/2021

Callable Dates:

Inv #	
26822	USB Anytime starting 4/22/2022
27046	FHLMC 7/28/2021 only
27047	FHLMC Quarterly starting 7/29/2022
27054	FFCB Anytime
27057	FNMA Quarterly starting 8/18/2022
27083	FFCB Anytime starting 9/29/2021
27084	FFCB Anytime
27170	APPL Anytime starting 1/8/2026
27222	JPM Annually starting 4/30/2023



Northern California Power Agency  
Treasurer's Report

06/30/2021

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		141,282	0.438		141,282		1	0.438	141,282	SYS70046	70046	141,282
Fund Total and Average		\$ 141,282	0.438		\$ 141,282		1	0.438	\$ 141,282			\$ 141,282
GRAND TOTALS:		\$ 141,282	0.438		\$ 141,282		1	0.438	\$ 141,282			\$ 141,282

\*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 06/30/2021



**Lodi Energy Center Project Participant Committee**

**LEC Financial Reports**

AGENDA ITEM NO.: 9

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**Date:** August 9, 2021

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

**Subject:** June 30, 2021 Financial Reports (Unaudited)

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

	<u>June</u>	
	<u>2021</u>	<u>2020</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 141,282	\$ 89,642
Accounts receivable		
Others	-	6,548,955
Interest receivable	115	324
Inventory and supplies - at average cost	2,184,890	2,212,653
Prepaid insurance	683,537	383,116
Due from (to) Agency, net	18,753,304	1,850,977
<b>TOTAL CURRENT ASSETS</b>	<u>21,763,128</u>	<u>11,085,667</u>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	9,643,566	15,656,855
Investments	22,337,786	11,123,194
Interest receivable	46,118	20,583
<b>TOTAL RESTRICTED ASSETS</b>	<u>32,027,470</u>	<u>26,800,632</u>
<b>ELECTRIC PLANT</b>		
Electric plant in service	410,208,081	409,363,150
Less: accumulated depreciation	(109,018,183)	(94,877,532)
<b>TOTAL ELECTRIC PLANT</b>	<u>301,189,898</u>	<u>314,485,618</u>
<b>OTHER ASSETS</b>		
Regulatory assets	29,809,718	29,131,671
<b>TOTAL OTHER ASSETS</b>	<u>29,809,718</u>	<u>29,131,671</u>
<b>TOTAL ASSETS</b>	<u>384,790,214</u>	<u>381,503,588</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Unamortized excess cost on advance refunding of debt, net	1,185,226	1,507,376
Asset retirement obligations	187,490	182,772
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<u>1,372,716</u>	<u>1,690,148</u>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<u>\$ 386,162,930</u>	<u>\$ 383,193,736</u>



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

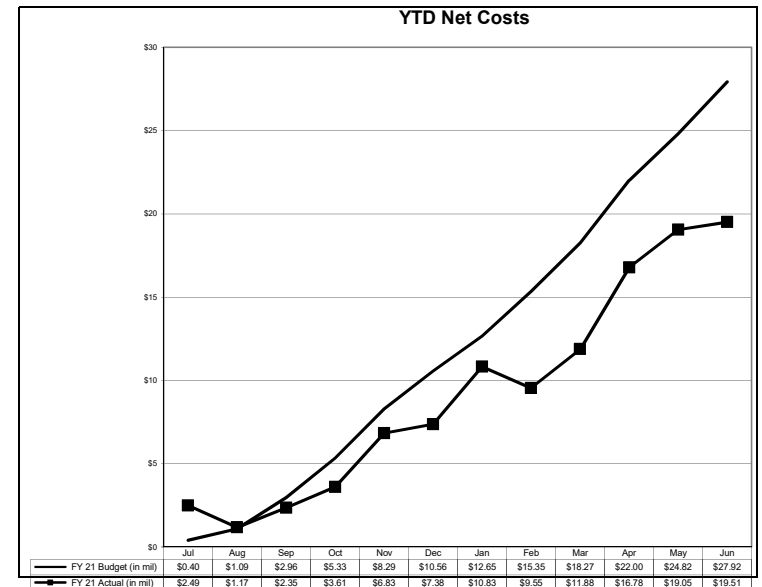
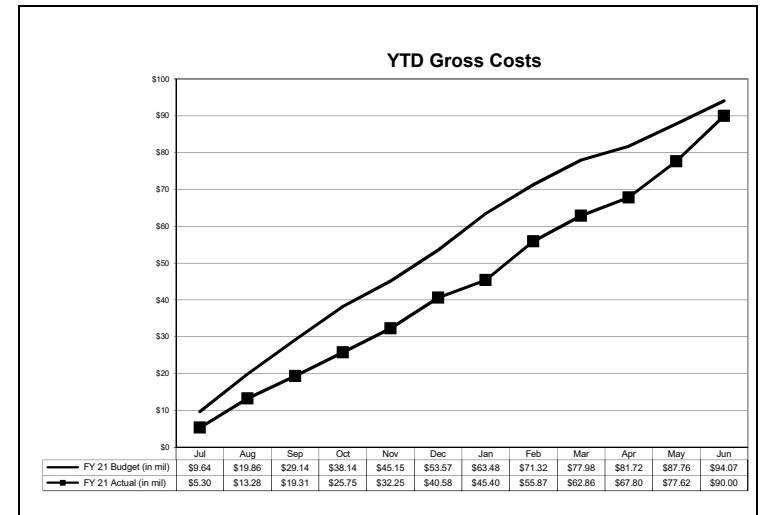
	June	
	2021	2020
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 6,059,187	\$ 1,527,509
Operating reserves	15,994,141	15,175,416
Current portion of long-term debt	12,880,000	12,515,000
Accrued interest payable	1,101,134	1,119,127
<b>TOTAL CURRENT LIABILITIES</b>	<b>36,034,462</b>	<b>30,337,052</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	141,606	132,440
Asset retirement obligations	187,490	182,772
Long-term debt, net	293,655,000	306,535,000
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>293,984,096</b>	<b>306,850,212</b>
<b>TOTAL LIABILITIES</b>	<b>330,018,558</b>	<b>337,187,264</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	39,683,346	40,346,535
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	5,234,978	3,992,468
Restricted	18,254,167	13,057,080
Unrestricted	(7,028,119)	(11,389,611)
<b>TOTAL NET POSITION</b>	<b>16,461,026</b>	<b>5,659,937</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 386,162,930</b>	<b>\$ 383,193,736</b>

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

		Year Ended June	
		2021	2020
<b>SALES FOR RESALE</b>			
Participants	\$	28,202,429	\$ 28,807,157
Other		69,021,483	37,107,666
<b>TOTAL SALES FOR RESALE</b>		<b>97,223,912</b>	<b>65,914,823</b>
<b>OPERATING EXPENSES</b>			
Operations		48,056,347	31,494,820
Depreciation		14,140,651	14,773,112
Purchased power		2,151,686	1,452,793
Maintenance		6,371,798	5,689,400
Administrative and general		5,426,933	4,780,206
Transmission		878,922	1,352,824
Intercompany (sales) purchases		404,416	357,655
<b>TOTAL OPERATING EXPENSES</b>		<b>77,430,753</b>	<b>59,900,810</b>
<b>NET OPERATING REVENUES</b>		<b>19,793,159</b>	<b>6,014,013</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(13,800,568)	(14,261,497)
Interest income		162,458	1,043,693
Other		3,969,735	1,847,594
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(9,668,375)</b>	<b>(11,370,210)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>862,014</b>	<b>4,455,421</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>(185,709)</b>	<b>(940,996)</b>
<b>INCREASE IN NET POSITION</b>		<b>10,801,089</b>	<b>(1,841,772)</b>
<b>NET POSITION</b>			
Beginning of year		5,659,937	7,501,709
End of period	\$	16,461,026	\$ 5,659,937

**Lodi Energy Center  
FY 2021 Operating Costs  
As of June 30, 2021**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 5,436,362	\$ 4,815,205	\$ 621,157	11%	<b>A</b>
Fixed	2,717,065	3,897,726	(1,180,661)	0%	
Administration	211,377	89,195	122,182	58%	
Mandatory Costs	309,455	465,292	(155,837)	0%	<b>B</b>
Inventory Stock	-	147,992	(147,992)	0%	<b>C</b>
<b>Routine O&amp;M Costs without Labor</b>	8,674,259	9,415,410	(741,151)	0%	
Labor	5,789,039	5,753,140	35,899	1%	
<b>Total Routine O&amp;M Cost</b>	14,463,298	15,168,550	(705,252)	0%	
<b>Other Costs</b>					
Fuel	32,955,703	36,515,585	(3,559,882)	0%	
GHG Allowance Costs	8,695,359	265,880	8,429,479	97%	
CA ISO Charges	780,841	878,922	(98,081)	0%	
CA ISO Purchased Energy	3,049,750	2,151,686	898,064	29%	
Debt Service	26,023,835	26,023,835	-	0%	
Insurance	898,338	1,137,758	(239,420)	0%	
Other Costs	106,546	69,355	37,191	35%	
Generation Services Shared	353,712	361,125	(7,413)	0%	
Administrative & General (Allocated)	2,317,930	2,090,435	227,495	10%	
Power Management Allocated Costs	1,523,860	1,523,860	-	0%	
<b>Total O&amp;M Cost</b>	91,169,172	86,186,991	4,982,181	5%	
<b>Projects</b>					
Operations & Maintenance	1,060,956	1,413,684	(352,728)	0%	<b>D</b>
Capital	6,500	557,878	(551,378)	0%	
Maintenance Reserve	1,838,332	1,838,332	-	0%	
<b>Total Projects</b>	2,905,788	3,809,894	(904,106)	0%	<b>E</b>
<b>Annual Cost</b>	94,074,960	89,996,885	4,078,075	4%	
<b>Less: Third Party Revenue</b>					
Interest Income	385,845	237,149	148,696	39%	
ISO Energy Sales	55,590,251	65,012,505	(9,422,254)	0%	
Ancillary Services Sales	1,711,986	4,008,977	(2,296,991)	0%	
GHG Allowance Credits	8,463,375	-	8,463,375	100%	
Other Income	-	1,232,422	(1,232,422)	0%	
	66,151,457	70,491,053	(4,339,596)	0%	
<b>Net Annual Cost to Participants</b>	\$ 27,923,503	\$ 19,505,832	\$ 8,417,671	30%	
<b>Total Variable Costs</b>	50,918,015	44,361,398	6,556,617		
<b>Total Fixed Costs</b>	43,156,945	45,635,487	(2,478,542)		
	\$ 94,074,960	\$ 89,996,885	\$ 4,078,075		
<b>Net Cumulative Generation (MWh)</b>	1,316,988	1,231,520			
<b>Total O&amp;M Cost Per MWh</b>	\$ 69.23	\$ 69.98			
<b>Net Annual Cost Per MWh</b>	\$ 21.20	\$ 15.84			



**General** - The plant in maintenance outage during the month.

**A** - Additional maintenance costs incurred during annual outage.

**B** - Higher costs for annual Air Resources Board permit fees and related engineering environmental services.

**C** - Non-budgeted costs for inventory and supplies for future use. Purchases made due to long lead time to get the parts.

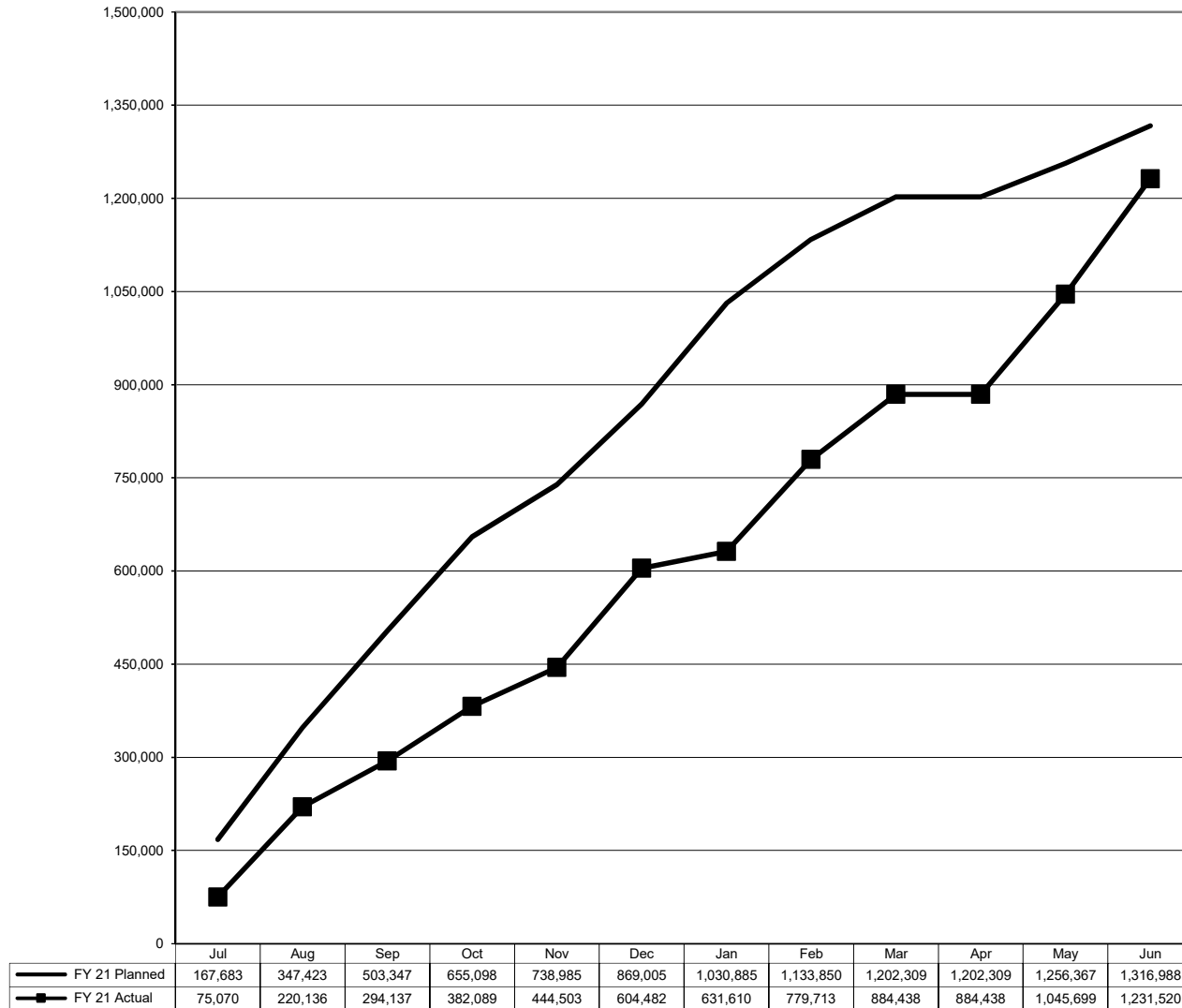
**D** - Higher than expected annual maintenance costs due to increased number of items needing repairs and maintenance upon inspection.

**E** - Additional unbudgeted costs to put Transformer in service.

# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2021

In MWh

## Lodi Energy Center





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

### **LEC GHG Reports**

AGENDA ITEM NO.: 10

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**Date:** August 9, 2021

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

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

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NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
August 2021														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	38,260	90,162	3,688	460,095	27,038	22,618	130,646	27,991	147,148	10,735	36,642	353,655	24,580	1,373,258
Current MT Compliance Instrument Account (MTA) Balance (MT)	35,124	90,242	3,761	619,667	28,810	22,632	130,742	28,193	165,443	12,082	40,934	353,655	24,691	1,555,976
MTA Shortfall (MT)	3,136	(80)	(73)	(159,572)	(1,772)	(14)	(96)	(202)	(18,295)	(1,347)	(4,292)	0	(111)	(182,718)
Monthly GHG Price \$/MT	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77	25.77
GHG Minimum Cash Compliance Obligation (\$)	80,815	0	0	0	0	0	0	0	0	0	0	0	0	80,815
Current Month CCA Balance (\$)*	66,202	0	155	0	1,197	5,188	841	0	0	0	64,819	0	2,879	141,281
Net GHG Obligation (\$)	14,613	0	0	0	0	0	0	0	0	0	0	0	0	14,613
Advance Funding for Allowances Auction Purchase (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total GHG Obligation and Advance Funding (\$)	14,613	0	0	0	0	0	0	0	0	0	0	0	0	14,613

\* The Current Month CCA Balance (\$) consists of the current cash balance plus any outstanding balance of Net GHG Obligation (\$) billed but not yet received.

	CY 2021 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual						Estimated						CY 2021	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	27,128	148,103	104,725	0	161,261	185,843	172,369	214,709	200,455	201,154	196,484	199,698	1,811,929	10,469,836
Gas Schedule (MMBtu)	202,597	1,035,991	736,486	0	1,134,237	1,299,690	1,337,586	1,666,142	1,555,529	1,560,959	1,524,719	1,549,658	13,603,594	76,142,456
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)	10,933	55,907	39,744	0	61,209	70,138	72,183	89,913	83,944	84,237	82,281	83,627	734,116	4,117,077
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)	983,067	1,038,974	1,078,718	1,078,718	1,139,927	1,210,065	1,282,248	1,372,161	1,456,105	1,540,342	1,622,623	1,706,250	1,706,250	1,706,250
Compliance Instrument Participant Transfers														
Carryover Allowances	37,000	0	0	0	0	0	0	0	0	0	0	0	37,000	69,263
Auction Allowances	7,406	0	14,000	2,216	6,923	128,666	178,486	0	0	0	0	0	337,697	3,833,615
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	44,406	0	14,000	2,216	6,923	128,666	178,486	0	0	0	0	0	374,697	3,902,878
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	2,405,361
Total Monthly Activity (MT)	44,406	0	14,000	2,216	6,923	128,666	178,486	0	0	0	0	0	374,697	3,949,200
Cumulative MT Account Balance (MTA)	1,214,226	1,214,226	1,228,226	1,230,442	1,237,365	1,366,031	1,544,517	1,544,517	1,544,517	1,544,517	1,544,517	1,544,517	1,544,517	1,544,517
MTA Shortfall (MT)	(231,159)	(175,252)	(149,508)	(151,724)	(97,438)	(155,966)	(262,269)	(172,356)	(88,412)	(4,175)	78,106	161,733	161,733	161,733
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	141,282	0	0	0	0	0	141,282
Monthly GHG Price	25.04	25.15	27.73	25.35	25.46	28.04	25.66	25.77	28.35	25.97	26.08	28.66		



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

AGENDA ITEM NO.: 11

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**Meeting Date:** August 9, 2021

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

**Subject:** Hart High Voltage Apparatus Repair & Testing Co., Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

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### Proposal

Approve the Multi-Task General Services Agreement with Hart High Voltage Apparatus Repair & Testing Co., Inc. for specialized electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Specialized electrical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with Hart High Voltage Apparatus Repair & Testing Co., Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Maintenance Consultants, Inc. and Gannett Fleming, Inc.

### Selection Process

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

### Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.



Environmental Analysis

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

Submitted by:

JOEL LEDESMA  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Hart High Voltage Apparatus Repair & Testing Co., Inc.



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
HART HIGH VOLTAGE APPARATUS REPAIR AND TESTING CO., 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 Hart High Voltage Apparatus Repair & Testing Co., Inc., a corporation with its office located at 1612 Poole Blvd., Yuba City, CA 95993 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** 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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

**4.3     Professional Liability Insurance.** Not Applicable.

**4.4     Pollution Insurance.** Not Applicable.

**4.5     All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 11. WARRANTY.**

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

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

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

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

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

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

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

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

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

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Hart High Voltage Apparatus Repair & Testing Co., Inc.  
Attention: Jim Wolfgram  
1612 Poole Blvd.  
Yuba City, CA 95993

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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



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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

HART HIGH VOLTAGE APPARATUS  
REPAIR & TESTING CO., INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**JIM WOLFGRAM,**  
President

Attest:

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

Approved as to Form:

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

## EXHIBIT A

### SCOPE OF WORK

Hart High Voltage Apparatus Repairs & Testing Co., Inc. ("Contractor") shall provide specialized electrical services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include but not be limited to the following:

Core testing performed as follows:

- Microprocessor, solid state and electro-mechanical protective relays (setting, programming etc.)
- Current transformers
- Potential transformers
- Current circuit verification
- Potential circuit verification
- Control circuit verification
- Open air disconnect switch
- Circuit breaker
- Transformer
- Generator
- Grounding

Typical substation tests performed as follows:

- Protective relays: Perform automated and manual testing using 3Ø voltage and 3Ø current test sets, verify logic.
- Current transformers: Ratio, saturation, power factor, insulation resistance.
- Potential transformers: Ratio, power factor, insulation resistance.
- Current circuit: Burden, circuit verification per drawings.
- Potential circuit: Burden, circuit verification per drawings.
- Control circuit: Circuit verification per drawings.
- Open air disconnect: Contact resistance, insulation resistance, operational.
- Circuit breaker: Contact resistance, insulation resistance, time travel, power factor, insulation resistance, operational.
- Transformer: Power factor, excitation, turns ratio, wdg resistance, insulation resistance, dielectric, sweep frequency response, operational.
- Generator: Insulation resistance, wdg resistance, power factor.
- Grounding: Resistance to remote earth, point-to-point.

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### 2021 Rate Schedule

High-voltage Apparatus Repair & Testing (HART) offers complete testing and maintenance service for high and low voltage power distribution systems and equipment, and we are on call 24 hours a day.

Billing Rates	Straight Time*	Overtime**	Double-time***
Field Technicians	\$180.00/Hour	\$270.00/Hour	\$360.00/Hour

\* Straight time rates apply to all work or travel during a normal eight hour workday, Monday–Friday, excluding Holidays.

\*\* Overtime rates apply to all work or travel time other than that qualifying as straight time.

\*\*\* Double-time rates apply to all nationally recognized holidays, Sundays, and after 12 hours.

<u>Minimum Billing</u>	<u>0 - 4/hrs Billed @ 4.0hrs + Exp</u>
	<u>4 - 8/hrs Billed @ 8.0hrs + Exp</u>

#### Equipment Charges (Partial List)

Doble Power Factor Test Set M-4000	\$500.00/Day
AVO MPRT	\$120.00/Day
Multi-Amp PS 9160 High Current Test Set	\$100.00/Day
Multi-Amp CB 845 High Current Test Set	\$ 50.00/Day
Multi-Amp CTER 91 Current Transformer Test Set	\$ 60.00/Day
Multi-Amp Pulsar Relay Test Set	\$ 80.00/Day
Multi-Amp SR 90 Relay Test Set	\$ 60.00/Day
Vanguard Transformer Ohmmeter	\$ 50.00/Day
Vanguard Time Travel Analyzer	\$ 50.00/Day
Biddle 5 KV Motorized Meggar	\$ 50.00/Day
Biddle DLRO Ductor	\$ 25.00/Day
Biddle TTR Test Set	\$ 25.00/Day
Hipotronics 80 KV HiPot	\$ 50.00/Day
Biddle DET 2/2 Earth Tester	\$ 50.00/Day

#### Expenses

Living Expenses	\$300.00/Per Diem/Per Man
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Miscellaneous expenses such as equipment rental, parking, telephone, bridge tolls, automobile rentals, and expendable materials will be billed at cost plus 30% plus applicable tax and freight charges.

#### Mileage

Under 1 Ton	\$ 1.46/Mile Portal – To – Portal
1 Ton and Over	\$ 1.66/Mile Portal – To – Portal

*Pricing excludes any bonds, fees, permits, and/or owner controlled insurance programs that are project related. If an OCIP is required, a separate proposal will be submitted to cover the additional insurance costs.*

*Rates subject to annual adjustment.*

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

Hart High Voltage Apparatus Repair & Testing Co., Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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

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

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



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

AGENDA ITEM NO.: 12

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**Meeting Date:** August 9, 2021

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

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

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### Proposal

Approve the Multi-Task General Services Agreement with Cisco Air Systems, Inc. for specialized OEM air compressor maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### Background

Specialized OEM air compressor maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. Cisco Air Systems, Inc. was the successful bidder on a recent solicitation for specialized OEM air compressor maintenance at the CT facilities. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has an agreement in place for similar services with California Compression, LLC.

### Selection Process

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

### Fiscal Impact

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

Environmental Analysis

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

Submitted by:

JOEL LEDESMA  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Cisco Air Systems, Inc.





**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
CISCO AIR SYSTEMS, 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 Cisco Air Systems, Inc., an S corporation with its office located at 214 27<sup>th</sup> Street, Sacramento, CA 95816 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

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



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

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

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

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

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

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

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

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

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

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

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

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

## **Section 11. WARRANTY.**

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

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

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

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

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

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

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

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

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

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

Cisco Air Systems, Inc.  
Attention: Kent Frkovich  
214 27<sup>th</sup> Street  
Sacramento, CA 95816

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

CISCO AIR SYSTEMS, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**KENT FRKOVICH,**  
President

Attest:

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

Approved as to Form:

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



## EXHIBIT A

### SCOPE OF WORK

Cisco Air Systems, Inc. ("Contractor") shall provide specialized OEM air compressor maintenance and services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

NCPA CT Facilities specific scope of work:

LEC ZT145 and Ri160 Air Compressors, Years 1-3 of Agreement:

- EQUIPMENT SCOPE.** This PackageCare Agreement is for "All Inclusive" preventative maintenance, service & warranty for the equipment set forth below ("Equipment") based on the total annual operating hours listed ("Annual Operating Hours").

Mfg	Model	Serial	Description	Mfg Year	Start-up Date	Annual Operating Hours	PM Services Per Year
Atlas Copco	ZT145	APF162045	200 HP - Oil Free Air Compressor	2012	2012	6000	2
Atlas Copco	ZT145	APF164682	200 HP - Oil Free Air Compressor	2012	2012	6000	2
Ingersoll Rand	R160i	V1535U12158	215 HP Air Compressor	2012	2012	4000	2

- PRIORITY SERVICE.** All customers signed up on a PackageCare Service Plan will receive priority service response & scheduling.
- SERVICE.** The PackageCare Service Plan will be performed in accordance with the maintenance schedule specific to the Equipment set forth above and recommended by the original equipment manufacturer (OEM). Coverage includes all factory package mounted components. Repairs that are required as a result of misuse, improper maintenance by anyone other than Cisco Air Systems certified technicians, abuse or other factors beyond Cisco Air Systems' control are not covered by this agreement. Exclusions include damage resulting from accidents, transportation, failure or fluctuation of electrical power, telephone equipment or communication line failure, failure of foreign interconnected equipment or other software or equipment, improper use, strikes, riots, vandalism, acts of war, nuclear disaster, or natural causes such as fire, flood, water, wind, earthquake or other Acts of God.
- SCOPE OF WORK.** PackageCare preventative maintenance service visits will be scheduled based off of the site conditions and the annual operating hours. During each PM service visit, a Cisco Air Systems factory trained Ingersoll Rand service technician will complete the following:
  - Replace all Genuine Ingersoll Rand consumable parts based on operating hours & unit condition
    - Air filters, oil filters, cabinet filters, PDM filters, separators and lubricant
  - Perform clean & inspection
  - Perform any Ingersoll Rand service updates or warranty campaigns
  - Perform lubricant samples
  - Perform vibration analysis (SPM)
  - Inspect all air treatment equipment

<b>Quarterly Price</b> Not Including Sales Tax	<b>\$8,285.00</b>
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LEC ZT145 and R160 Air Compressors, Years 4-5 of Agreement:

Brand	Model	Serial	HP	Year	Annual Hrs	Services Per Year
Atlas Copco	ZT145	APF162045	200	2012	6,000	2
Atlas Copco	ZT145	APF164682	200	2012	6,000	2
Ingersoll Rand	R160i	V1535U12158	215	2012	4,000	2

This **Service Plan** agreement is a comprehensive preventative maintenance (PM) program:

- **Minor Preventative Maintenance Service Every – (6) Months for all 3 units**
  - Replace air/oil filters
  - Replace cabinet filters
  - Take lubricant sample
  - Take SPM readings
  - Perform comprehensive air compressor, air treatment and room inspection
  - Advise of any issues
- **Major Preventative Maintenance Service Every – (12) Months for ZT145's  
(24) Months for R160i**
  - Same as the above service
  - Replace air/oil separator (R160i)
  - Replace lubricant
  - Advise of any issues

**Quarterly Price: \$6,435.00 + Applicable Sales Tax**

LEC CD350+ Air Compressors:

Brand	Model	Serial	HP	Year	Annual Hrs	Services Per Year
Atlas Copco	CD350+	US0585711	-	-	-	1
Atlas Copco	CD350+	US0585710	-	-	-	1

This **Service Plan** agreement is a comprehensive preventative maintenance (PM) program:

- **Dryer Preventative Maintenance Service Every – (12) Months**
  - Replace DD390 filter elements (qty 4, per dryer)
  - Replace PD390 filter elements (qty 2, per dryer)
  - Replace oring filter housings (qty 6, per dryer)
  - Take desiccant sample
  - Advise of any issues
- **\*Dryer w/ Desiccant Preventative Maintenance Service**
  - Replace DD390 filter elements (qty 4, per dryer)
  - Replace PD390 filter elements (qty 2, per dryer)
  - Replace oring filter housings (qty 6, per dryer)
  - Replace pilot air filter
  - Replace mufflers
  - Replace desiccant
  - Advise of any issues

\*Desiccant change for dryers to happen once throughout 5-year service plan

**Quarterly Price: \$3,310.00 + Applicable Sales Tax**

CT2 ZT18 Air Compressor:

Brand	Model	Serial	HP	Year	Annual Hrs	Services Per Year
Atlas Copco	ZT18FF	All704258	40	2005	1,000	2

This **Service Plan** agreement is a comprehensive preventative maintenance (PM) program:

- **Inspection Preventative Maintenance Service Every – (6) Months**
  - Take lubricant sample
  - Take SPM readings
  - Perform comprehensive air compressor, air treatment and room inspection
  - Advise of any issues

\*Minor and major services will be quoted separately, on an as needed basis.

**Quarterly Price: \$520.00 + Applicable Sales Tax**

## **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:

For CT Facilities specific pricing, please refer to Exhibit A.

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

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

Cisco Air Systems, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

---

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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

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

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

## 2022 NCPA Plant Outage Schedule.

Rev2, 8/5/2021 - Updated GEO ID

PLANT	UNIT NAME	SLIC UNIT ID	MW	START DATE/TIME	END DATE/TIME	WORK TO BE PERFORMED	DURATION (DAYS)
CT's	CT1 Lodi	LODI25_2_PL1X2	25	1/17/22 0:00	1/28/22 23:59	Annual Maintenance	12.0
CT's	CT1 Alameda, Unit 1	ALMEGT_1_UNIT 1	25	1/0/00 0:00	1/0/00 0:00	No outage	0.0
CT's	CT1 Alameda, Unit 2	ALMEGT_1_UNIT 2	25	1/0/00 0:00	1/0/00 0:00	No outage	0.0
CT's	CT2 (STIG)	STIGCT_2_LODI	49.9	5/1/22 0:00	5/30/22 23:59	Annual Maintenance	30.0
CT's	LEC	LODIEC_2_PL1X2	304	3/1/22 0:00	5/30/22 23:59	Annual Maintenance / Major	91.0
Geo	Geo Plant 1, Unit 1	NCPA_7_GP1UN1	27	3/21/22 0:00	3/30/22 23:59	Annual Maintenance	10.0
Geo	Geo Plant 1, Unit 2	NCPA_7_GP1UN2	27	3/21/22 0:00	3/30/22 23:59	Annual Maintenance	10.0
Geo	Geo Plant 2, Unit 4	NCPA_7_GP2UN4	40	11/1/22 0:00	12/18/22 23:59	Annual Maintenance	48.0
Hydro	Collierville Unit 1	COLVIL_7_PL1X2	126.5	10/1/22 5:00	10/14/22 18:00	CV1 Annual Maintenance	13.5
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/1/22 5:00	10/1/22 19:00	CV2 Annual Maintenance	0.6
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/2/22 5:00	10/2/22 19:00	CV2 Annual Maintenance	0.6
Hydro	Collierville Unit 2	COLVIL_7_PL1X2	126.5	10/17/22 7:00	10/28/22 18:00	CV2 Annual Maintenance	11.5
Hydro	Spicer Unit 1	SPICER_1_UNITS	2.8	9/12/22 8:00	9/16/22 17:00	NSM1 Annual Maintenance	4.4
Hydro	Spicer Unit 2	SPICER_1_UNITS	2.8	9/19/22 8:00	9/23/22 17:00	NSM2 Annual Maintenance	4.4
Hydro	Spicer Unit 3	SPICER_1_UNITS	0.5	9/5/22 8:00	9/8/22 18:00	NSM3 & Intake Annual Maintenance	3.4





# **2022**

## **Plant Outage Schedule**

Jeremy Lawson, P.E.  
Director of Engineering  
Generation Services

## Overview of Presentation

- Maintenance Scope and Considerations
- Outage Schedule Process
- Draft 2022 Maintenance Outage Schedule
  - July 2021 – Presenting as a Informational Item
  - Aug 2021 – Seek Approval (Facility and PPC)
- Draft 2023 Maintenance Outage Schedule
  - Informational Only, not a firm schedule
- Draft 2024 Maintenance Outage Schedule
  - Informational Only, not a firm schedule
- Recommendation

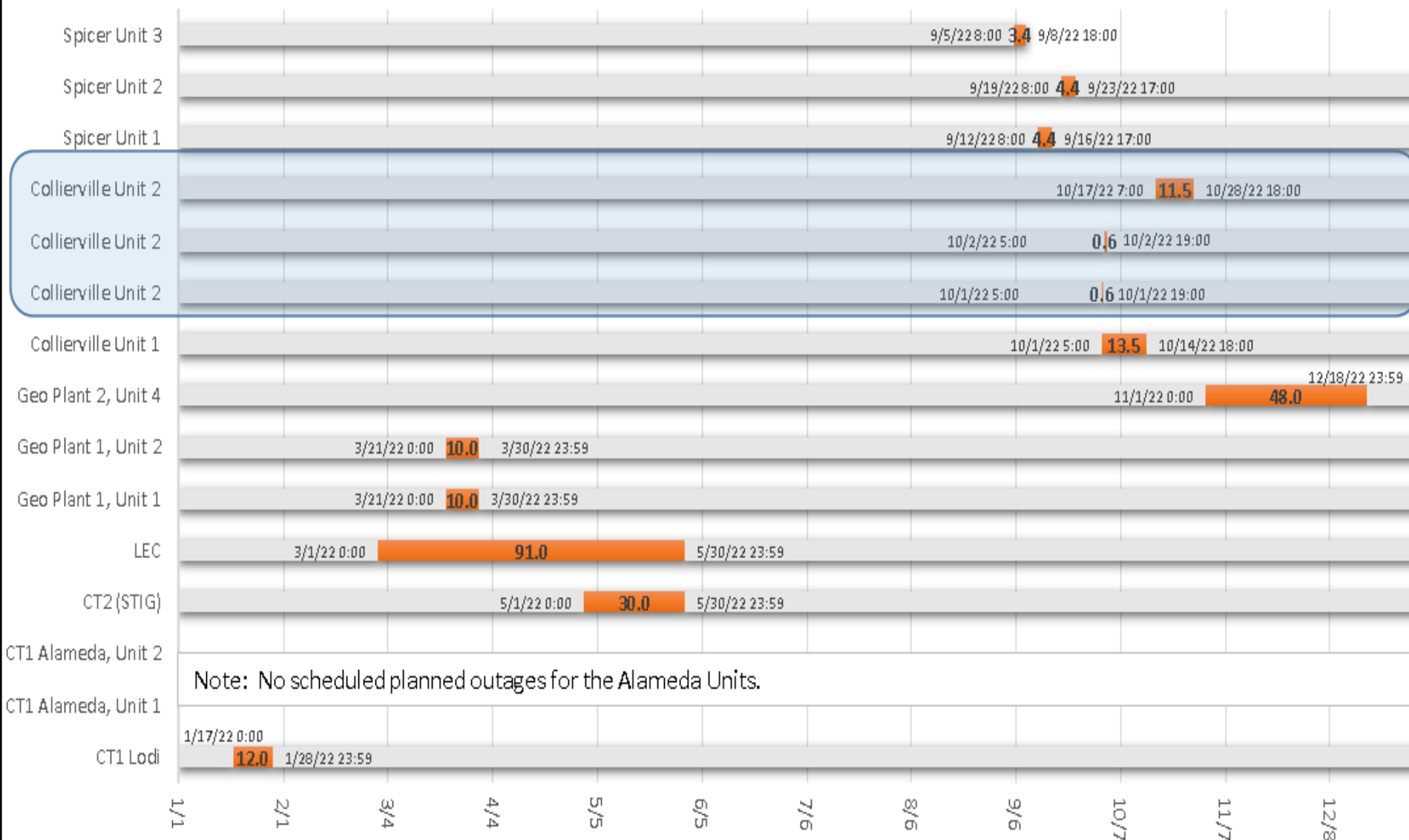
# Maintenance Scope and Considerations

- Annual Maintenance Scope
  - Includes required regulatory compliance, electrical, mechanical, and civil type work.
- Considerations
  - Scheduling – Each outage balances multiple factors such as: cost, mother nature and her impact on weather and accessibility (such as snow), the impact from the market and grid sensitivity
  - Avoid June, July, August and some of the winter heat load.
  - Other considerations Include contractor availability; NCPA competes with many other power plant operators.

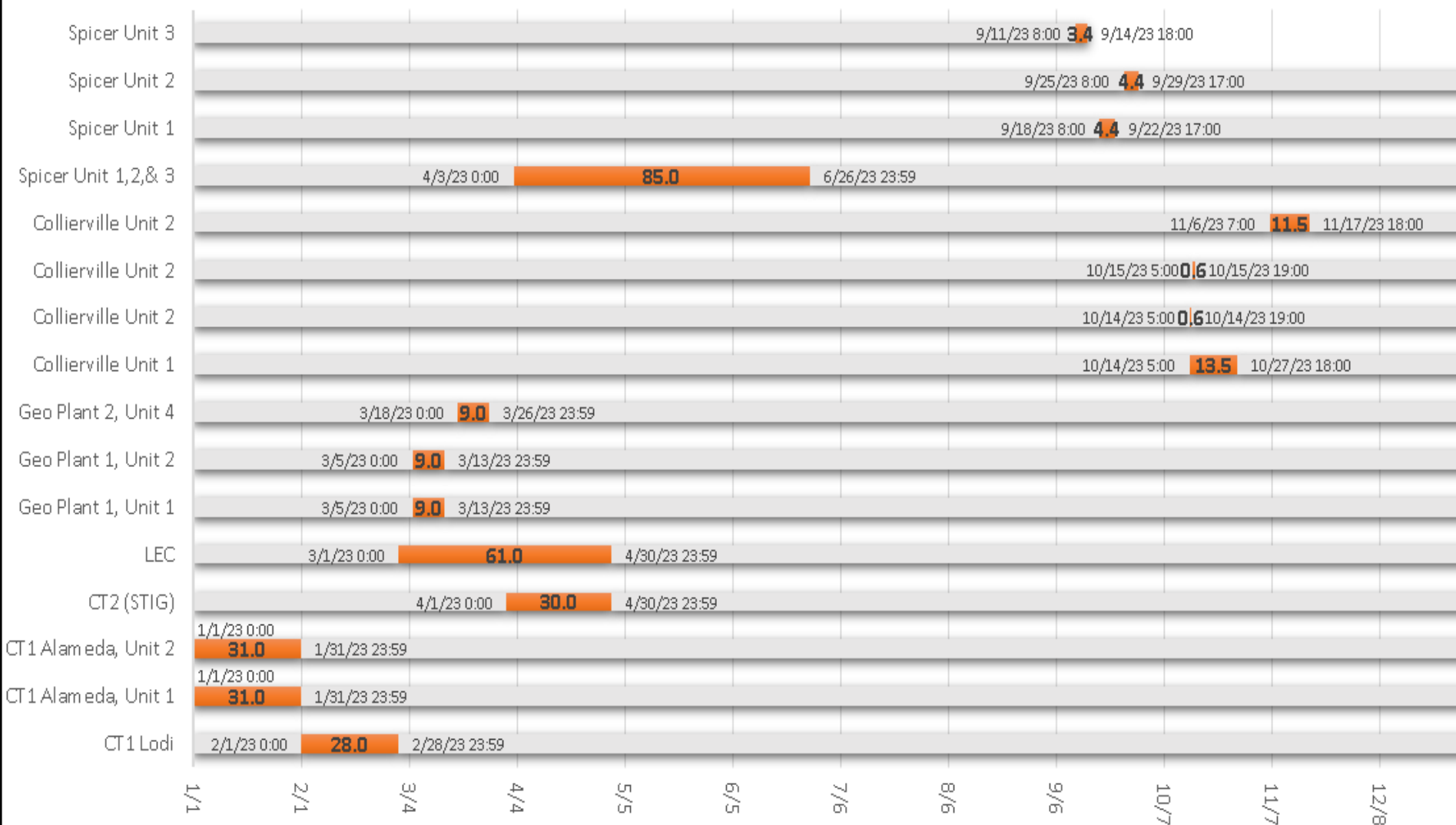
## Outage Schedule Process Status

- July 7<sup>th</sup> – Present the schedule to the Facility Committee as an informational item. **Complete**
- August 4<sup>th</sup> – Present the schedule to the Facility Committee as an approval item.
- August 9<sup>th</sup> – Present to the LEC PPC as an approval item.
- Sep/Oct – Submit to CAISO (Deadline 10/15/2021, CAISO BPM, Outage Management, 5.2 Long-Range Outage Submission Deadlines, Page 30)

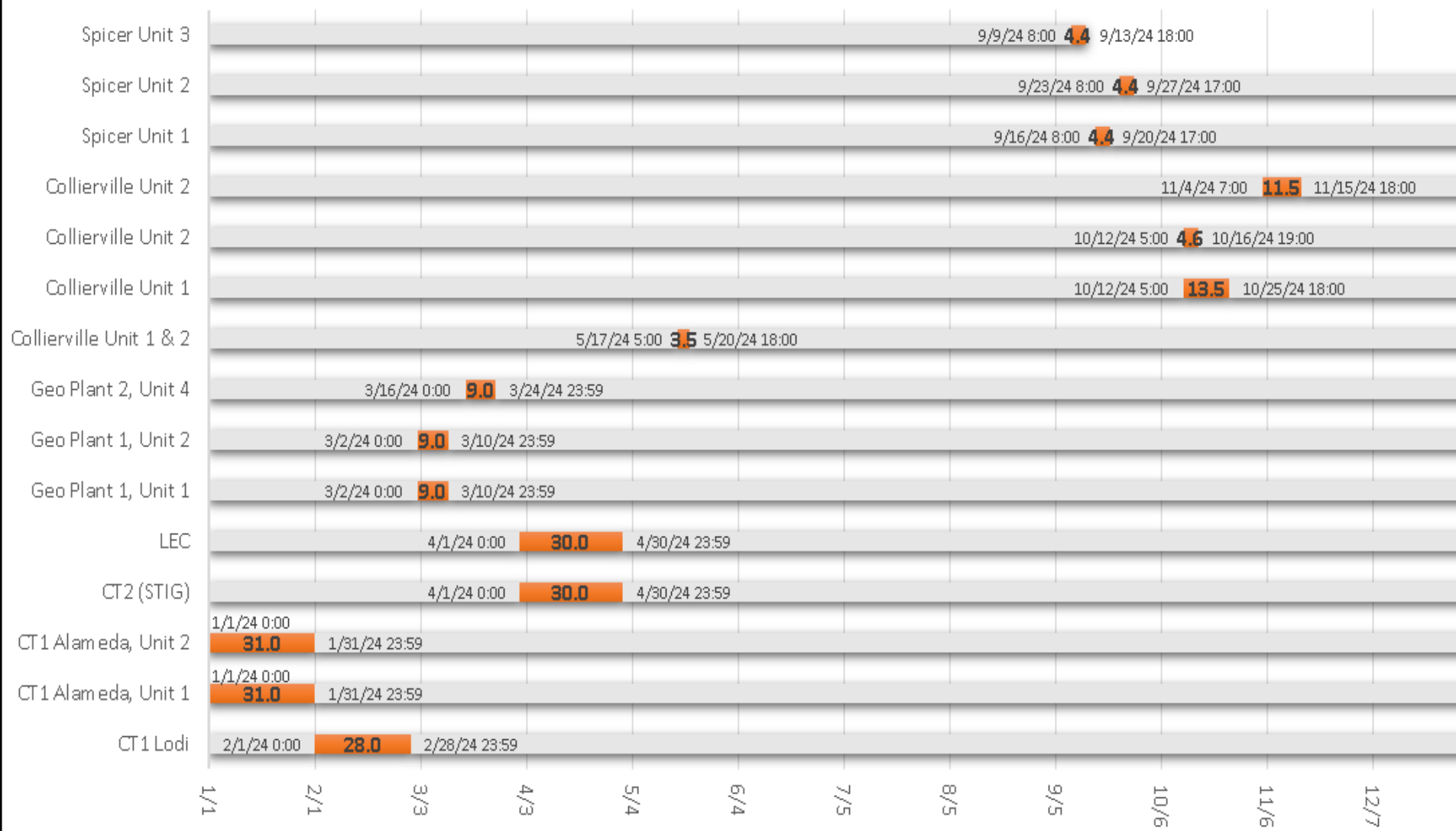
## Draft 2022 Maintenance Outage Schedule (For CAISO Submittal)



## Draft 2023 Maintenance Outage Schedule (Info Only, not firm)



## Draft 2024 Maintenance Outage Schedule (Info Only, not firm)



## **Recommendation**

- Staff is seeking approval of the NCPA 2022 Plant Outage Schedule for submission to the CAISO.