



12745 N. Thornton Road
Lodi, CA 95242

phone (209) 333-6370
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LEC PPC Agenda

Subject: October 9, 2023 Lodi Energy Center Project Participant Committee Meeting

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

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

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 1002 Cooper Ave Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 1425 River Park Drive, Suite 300 Sacramento, CA 95815	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482	CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702

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

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

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of September 11, 2023 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for September 2023

5. Market Data Report for September 2023

6. Monthly Asset Report for August 2023

7. Bidding Strategies Report

CONSENT CALENDAR

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

8. Treasurer's Report for August 2023 – Accept by all Participants

9. Financial Report for August 2023 – Approve by all Participants

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

11. PMOA Schedule 6.00 – Staff seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to reflect changes for the California Department of Water Resources.

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.

- 12. High Sierra Timber Management, LLC MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with High Sierra Timber Management, LLC for vegetation management related services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Member.
- 13. American Crane Rental, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with American Crane Rental, Inc. for crane related services, with a not-to-exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 14. Bayside Insulation & Construction, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Bayside Insulation & Construction, Inc. for insulation services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 15. Gas Turbine Thermal Performance Upgrade Feasibility Study** – Staff is seeking a recommendation for approval to conduct a plant feasibility study for the 15MW FX upgrade and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$300,000, to be funded from Maintenance Reserve.
- 16. 2024 LEC Spring Outage** – Staff is seeking a recommendation for approval authorizing the LEC 2024 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,479,649.

INFORMATIONAL/ DISCUSSION ITEMS

- 17. FY2023 Annual Billing Settlements Review** – Staff will present a draft of LEC's FY2023 Annual Billing Settlement and encumbrances for the period of July 1, 2022 to June 30, 2023.
- 18. Lodi Energy Center Hydrogen Upgrade Project** – Staff will provide an update regarding the potential hydrogen upgrade project at the Lodi Energy Center.
- 19. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: November 6, 2023 at 10:00 a.m. Pacific Standard Time.

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



651 Commerce Drive
Roseville, CA 95678

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

LEC PPC Meeting Minutes

Date: Monday, September 11, 2023

Time: 10:00 am Pacific Standard Time

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:02 am by Chairman Brock Costapules. He asked that roll be called for the Project Participants as listed below. Biggs arrived late and was only available to participate in the final motion.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Schmidt	Absent	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Absent	9.5000%
Lompoc - McDonald	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah -	Absent	1.7857%
Summary		
Present	5	75.4179%
Absent	8	24.5821%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	September 11, 2023	

Public Forum

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

3. Meeting Minutes

The draft minutes from the August 7, 2023 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 9/11/2023

Motion: The PPC approves the minutes from the August 7, 2023 Regular Meeting.

Moved by: MID
Seconded by: Azusa

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	5	75.4179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	24.5821%
Result:	Motion Passed	

MONTHLY REPORTS

4. Operational Report for August 2023

Ryan Johnson presented the Operational Report for August. There were no OSHA recordable accidents and no NERC/WECC or permit violations. There was one notice of violation and settlement received from San Joaquin Valley Air Pollution Control District for February 24, 2023 ammonia slip limit exceedance and two forced outages for feedwater control valve issues. There are no changes to the 2024 outage schedule.

The operational report reflected monthly production of 146,332 MWH, 588 service hours, and equivalent operating availability of 99.2%. The report set for the Capacity Factor @ 302MW Pmax of 65.1%. There was 1 hot start, 6 warm starts, and 1 cold start during the month.

5. Market Data Report for August 2023

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 29 out of 31 available days. There were eight starts in the month of August. There were two days where LEC was uneconomic. LEC had twenty days of uninterrupted operations.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for July 2023. Rafael reported that the market made a comeback due to a heatwave in July which resulted in being under budget. Rafael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

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

Consent Calendar (Items # 8 – # 17)

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

Date: 9/11/2023

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for July 2023; **9.** Financial Report for July 2023; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Wagner Mechanical, Inc. 5-year MTGSA for general T&M maintenance services, not to exceed \$4,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **12.** Well Analysis Corporation, Inc. dba WELACO, Inc. 5-year MTGSA for well related services, not to exceed \$5,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **13.** Bay Cities Pyrotector, Inc. First Amendment to 5-year MTGSA for fire system maintenance services and parts, updating Exhibit A, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **14.** Wunderlich-Malec Systems, Inc. 5-year MTGSA for control systems services, not to exceed \$750,000, for use at all facilities owned and/or operated by NCPA; **15.** Western Area Power Administration (WAPA) Amendment 2 (Term Extension) to Contract for Maintenance Services, extending the agreement for an additional 5-year term through September 30, 2028 and increasing the not to exceed amount for services under the contract from \$1,000,000 to \$2,000,000, for continued use at all facilities owned and/or operated by NCPA; **16.** The Boldt Company 5-year MTGSA for general T&M maintenance services, not to exceed \$4,000,000, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **17.** PMOA Schedule 6.00 revisions to reflect changes for the City of Lompoc.

Moved by: MID
Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	5	75.4179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	24.5821%
Result:	Motion Passed	

BUSINESS ACTION ITEMS

18. Approval of Funds for Advocacy Efforts for the Lodi Energy Center – Staff is seeking a recommendation for approval to spend up to \$50,000 with the law firm of Brownstein Hyatt Faber and Schreck, LLP for advocacy concerning the Inflation Reduction Act as it relates to LEC eligibility for hydrogen tax credits, to be funded from the LEC Consulting/Grant Writing Budget (549-009-000-610-044-000). The LEC PPC considered the following motion:

Date: 9/11/2023

Motion: The LEC PPC approves the request to spend up to \$50,000 with the law firm of Brownstein Hyatt Faber and Schreck, LLP for advocacy concerning the Inflation Reduction Act as it relates to LEC eligibility for hydrogen tax credits, to be funded from the LEC Consulting/Grant Writing Budget (549-009-000-610-044-000).

Moved by: CDWR
Seconded by: Biggs

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	75.6858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	24.3142%
Result:	Motion Passed	

INFORMATIONAL ITEMS

Additional Operational Updates

19. Siemens Thermal Performance Upgrade Economics - Jeremy Lawson presented some of the economics behind the Siemens Thermal Performance Upgrade. CAISO and air permit information will be provided along with a request to have Siemens conduct a study.

20. Lodi Energy Center Hydrogen Upgrade Project – Mike DeBortoli discussed the extra efforts advocating for the project such as letters to legislators and providing public information. A Phase 2 information packet will be provided to members.

21. Additional Operational Updates – Ryan Johnson discussed the Anhydrous Ammonia Spill drill conducted at LEC. An action item sheet was created with improvements. The drill was conducted as a proactive preparation for emergencies.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, October 9, 2023.

The meeting was adjourned at 11:20 am.

Submitted by: Julie Kenkel

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 10/09/2023

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable/Reportable: 0 Incidents

Notice of Violations

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

Outage Summaries:

- 09/01 @ 07:35 - 18:05; STG GSU Gas Analyzer Trouble, OMS 14209775
- 09/13 @ 22:00 - 09/25 @ 15:46; Telemetry Outage, OMS 14282008

Planned Outage Summaries:

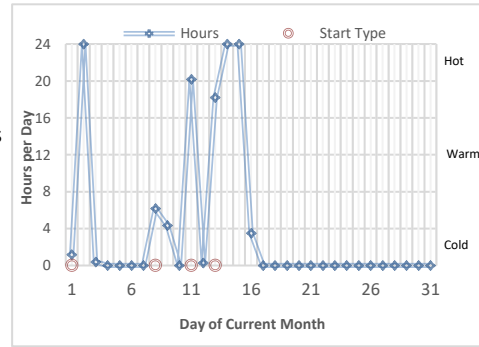
- April 1-30, 2024; Steam turbine excitation upgrade, annual maintenance outage

Generating Unit Statistics:**Date:**

9/1/2023

1. Monthly Production 31,971 MWh
2. Productivity Factor
- a. Service Hours 126 Hours
- b. Service Factor 17.5 %
- c. Capacity Factor @ 302MW Pmax 14.7 %

3. Equivalent Operating Availability (EOA) 98.5 %
4. Forced Outage Rate (FOR) 8.0 %



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	6,903	0.47%	1,338	\$175
Seg. 3 275 - 284	6971	6,934	-0.53%	20,259	-\$2,967
Seg. 4 250 - 275	7081	6,942	-1.96%	4,400	-\$2,449
Seg. 5 225 - 250	7130	6,989	-1.97%	2,415	-\$1,359
Seg. 6 200 - 225	7200	7,117	-1.15%	426	-\$141
Seg. 7 175 - 225	7450	7,424	-0.34%	237	-\$24
Seg. 8 165 - 175	7760	7,713	-0.60%	1,013	-\$189
	7,164	6,971	-2.69%	30,088	-\$6,953

6. AGC Control Deviation

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

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	4
Start Time Benchmark (Minutes)	20		
Start Time Actual (Average Minute)	0	0	18
Start Time Deviation (%)	0%	0%	-10%
Start Fuel Benchmark (mmBTU)	250		
Start Fuel Actual (Average mmBTU)	0	0	202
Fuel Deviation (%)	0%	0%	-19%
Costs of Fuel Deviations (\$)	\$0	\$0	-\$775



LEC PPC Meeting

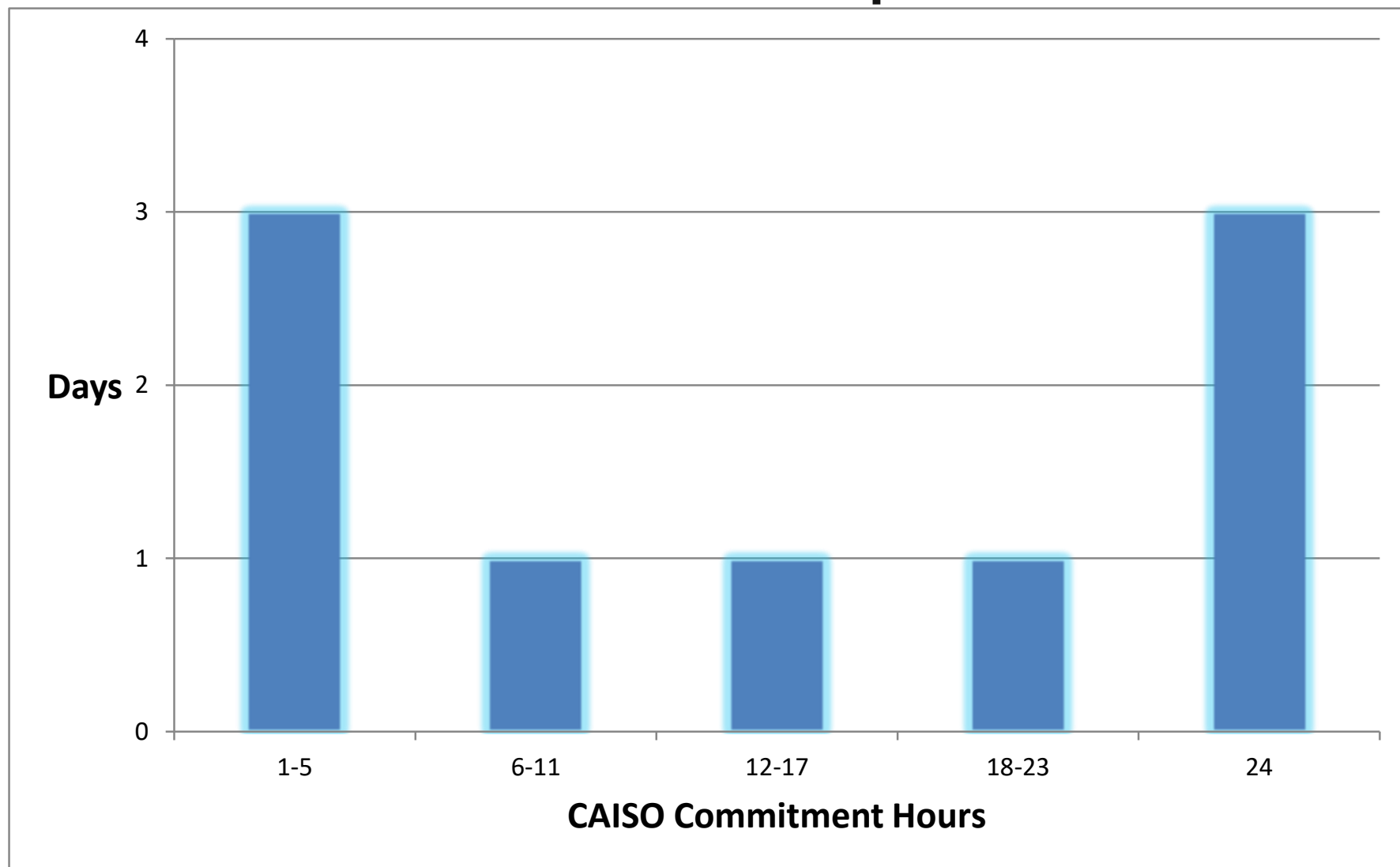
October 9, 2023

September 2023 Market Financial Results

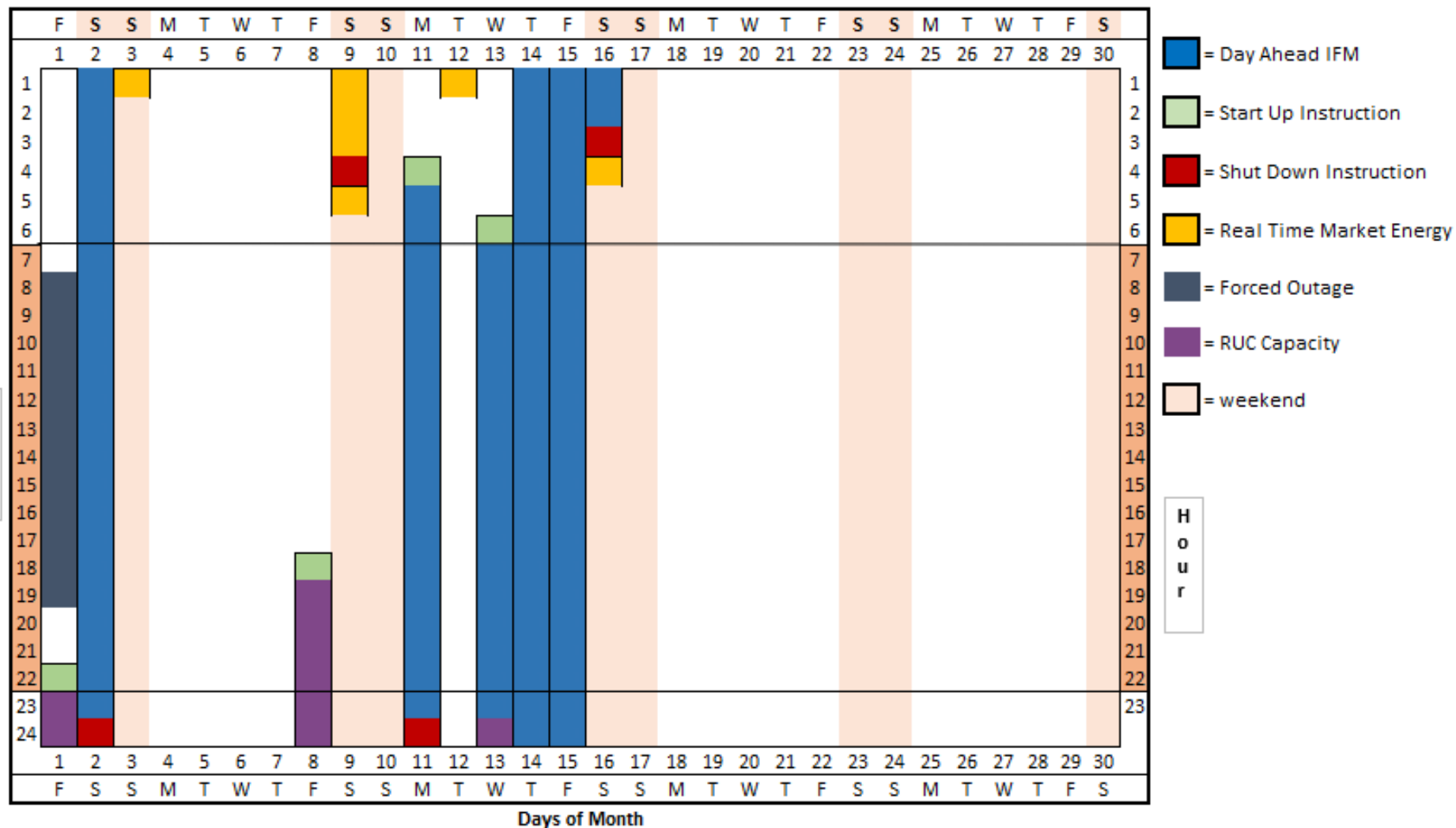
LEC Operational Results for September 2023

- Resource Adequacy Availability Metrics:
 - 98.0% - Monthly Assessment Generic Performance
 - 97.9% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Non-Availability Charges:
 - \$0K for Generic RA based on claimed 67.59 MW
 - \$0K for Flexible RA based on claimed 92.22 MW
- LEC was committed by CAISO for Market energy 9 days of 30 available days
 - Twenty-one (21) days where LEC was uneconomic
 - There were four (4) starts during the month
 - 3 days of uninterrupted operations

Frequency Tabulation of Daily CAISO commitment hours for September 2023

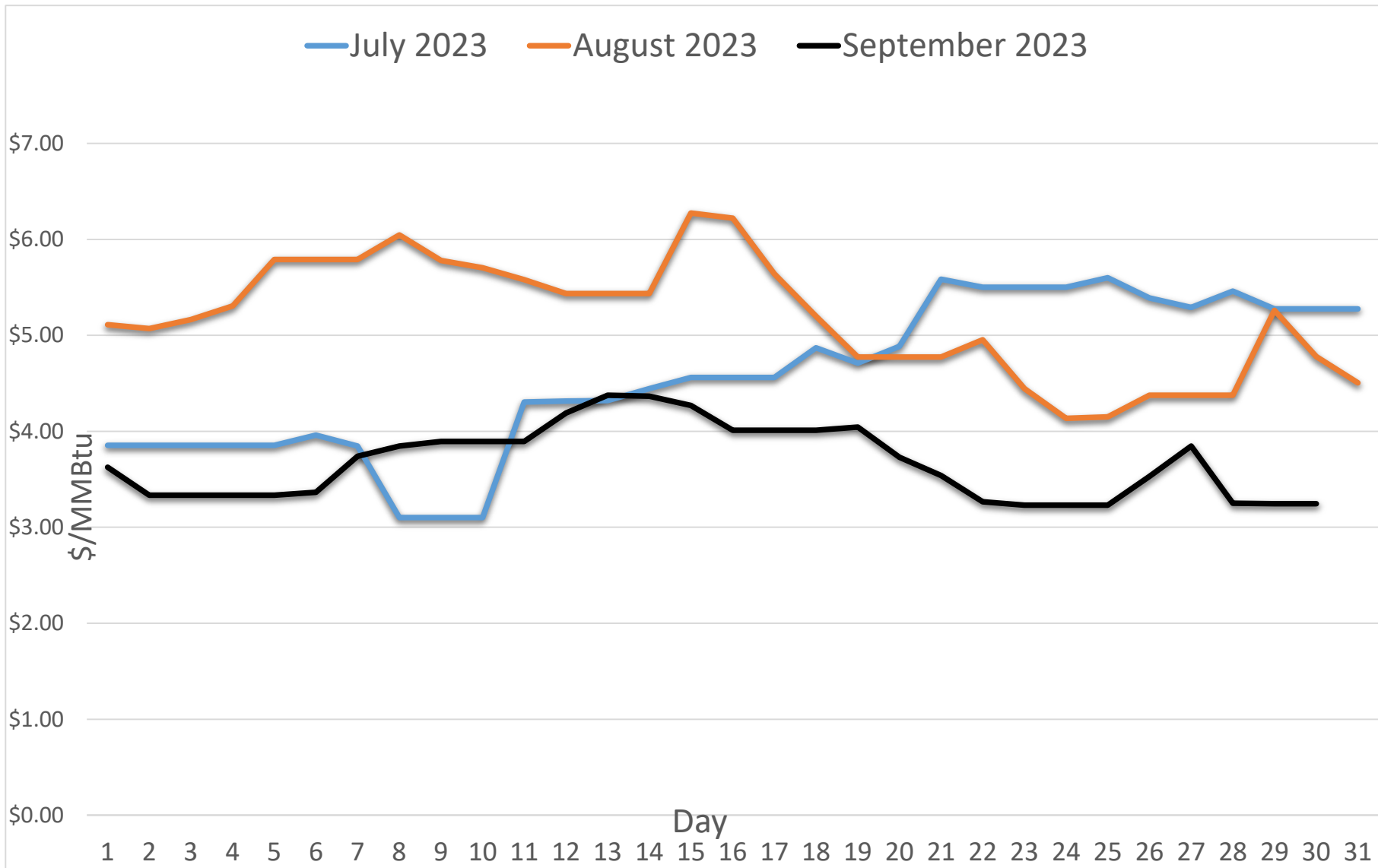


Daily CAISO Commitment Runs for September 2023



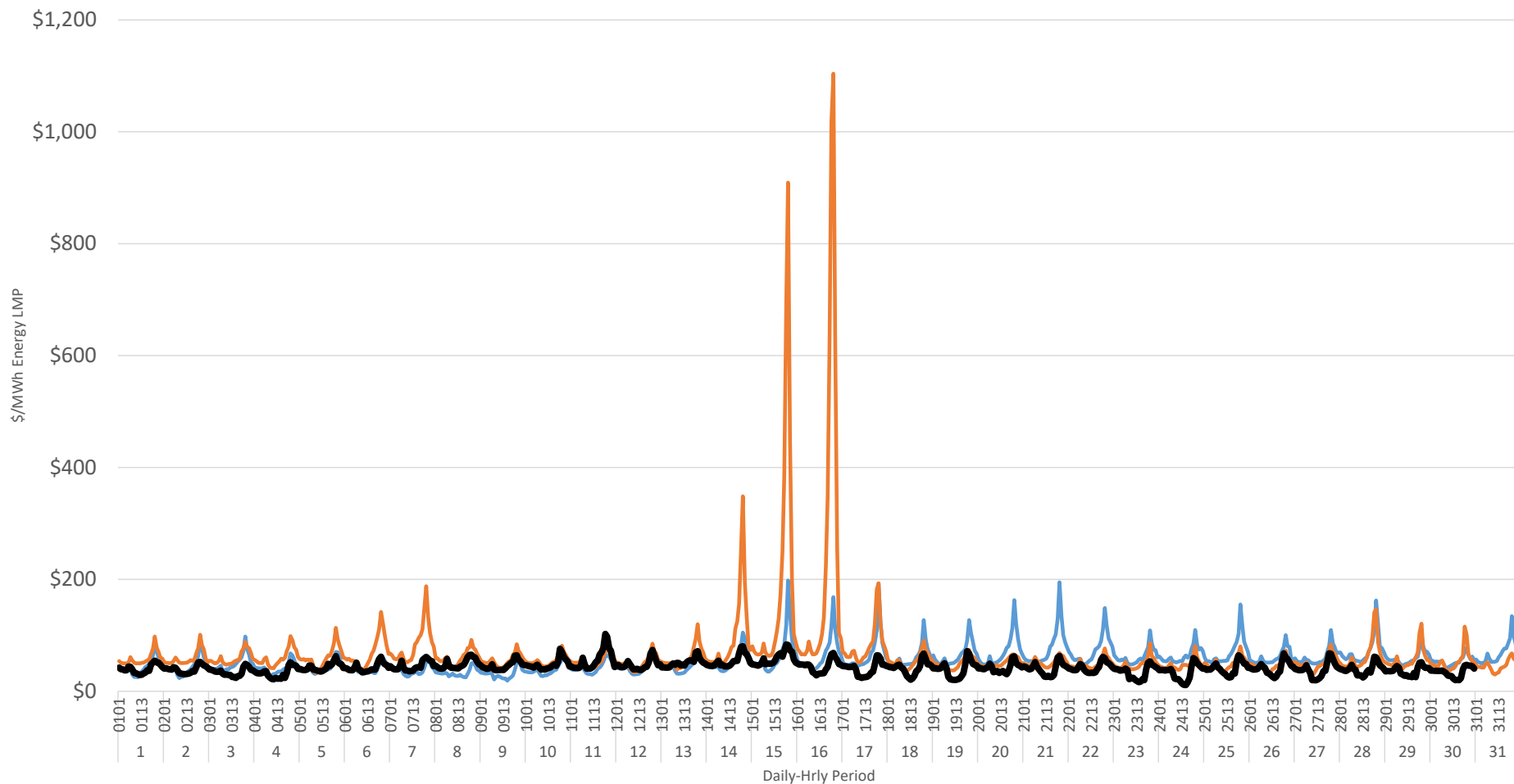
September 2023 Daily PG&E City Gate Gas Index

July 2023 August 2023 September 2023



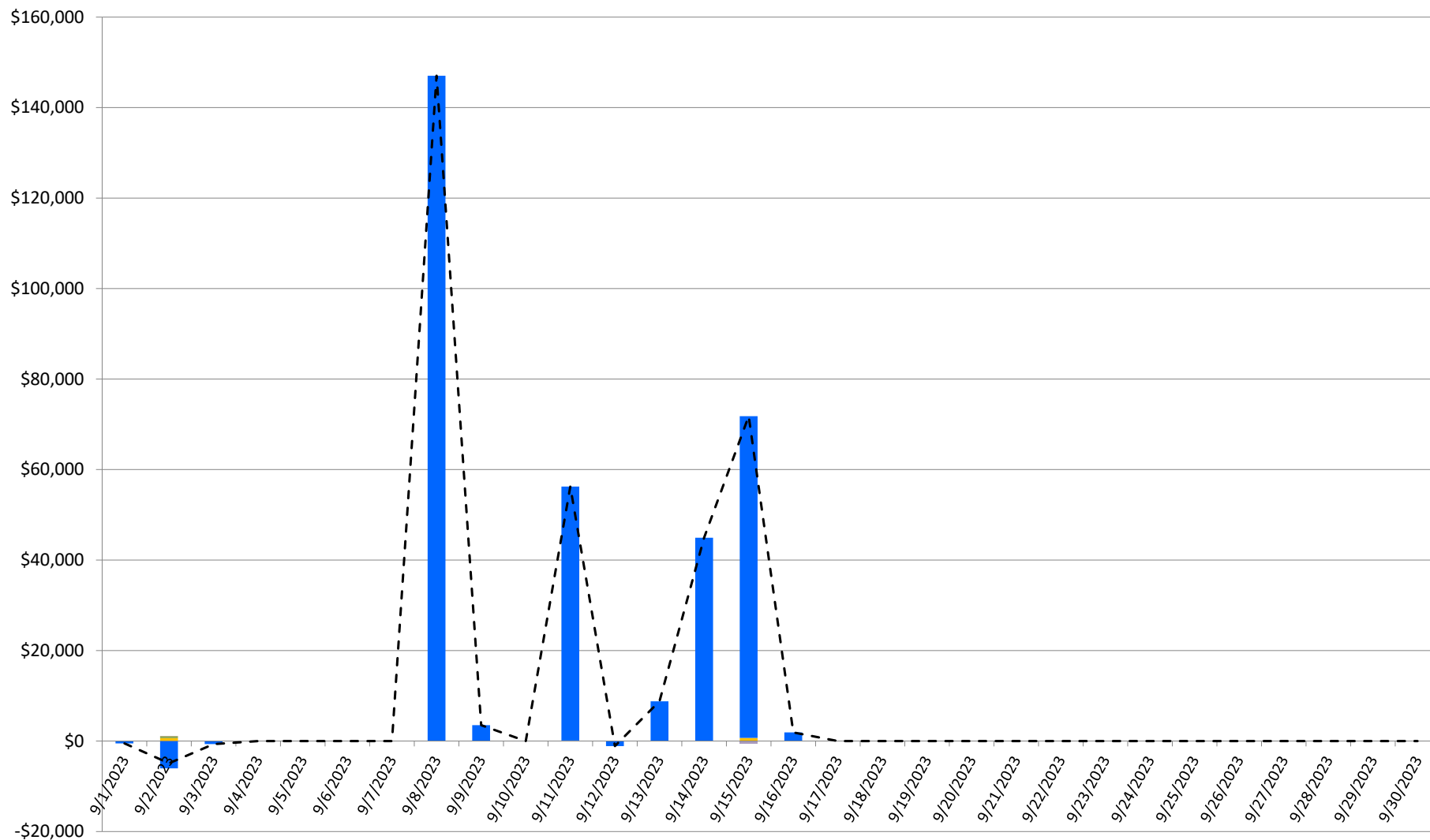
DA Energy LMP values by Month

— July 2023 — August 2023 — September 2023





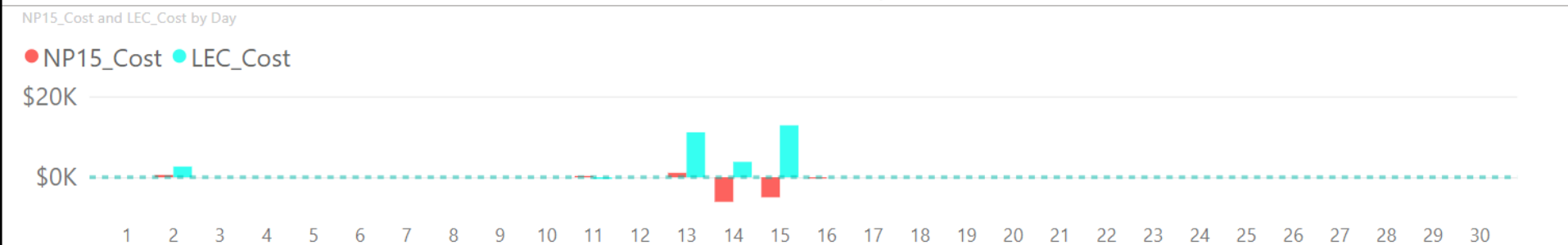
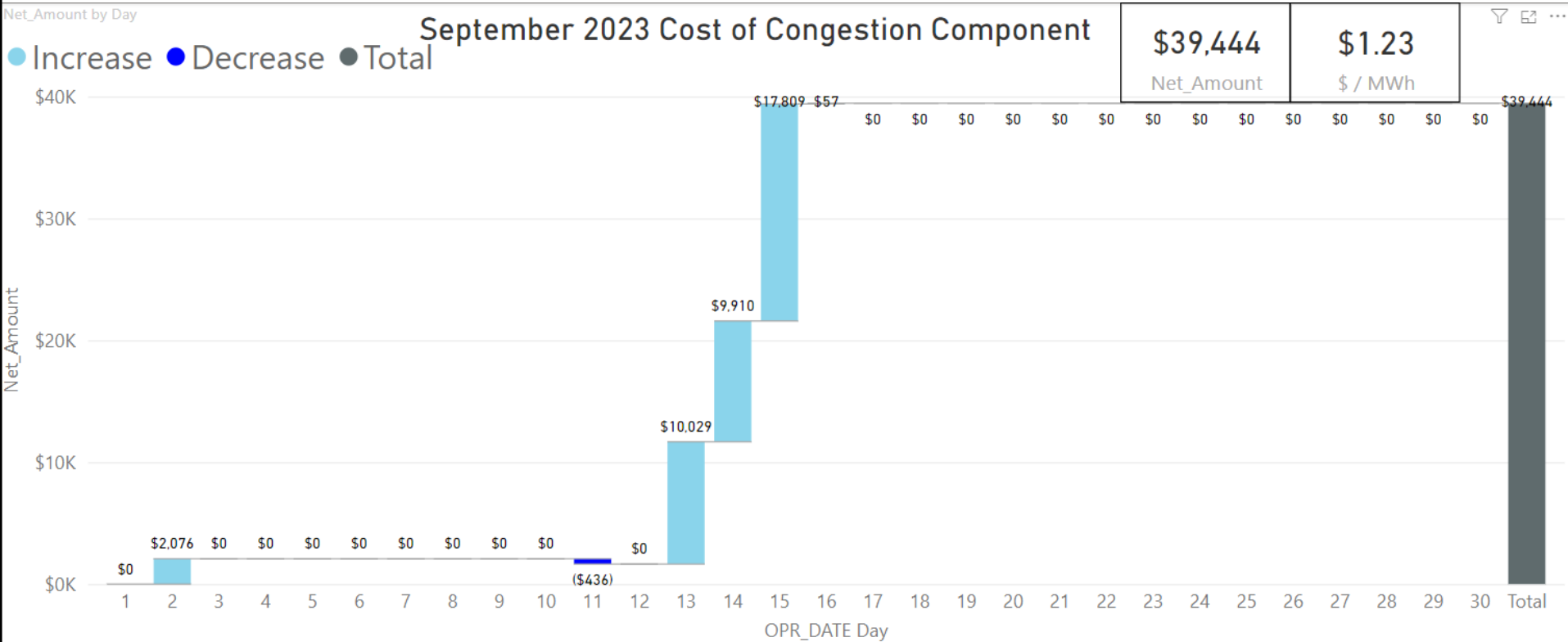
■ Regulation Down Capacity Pmt
 ■ Regulation Up Capacity Pmt
 ■ Regulation Down Energy Purchase
 ■ Regulation Up Energy Sale
 ■ Spinning Reserve
■ Rescinded Reg Down Capacity
■ IFM/Real Time
■ Rescinded Regulation Up Capacity
- Net Margin



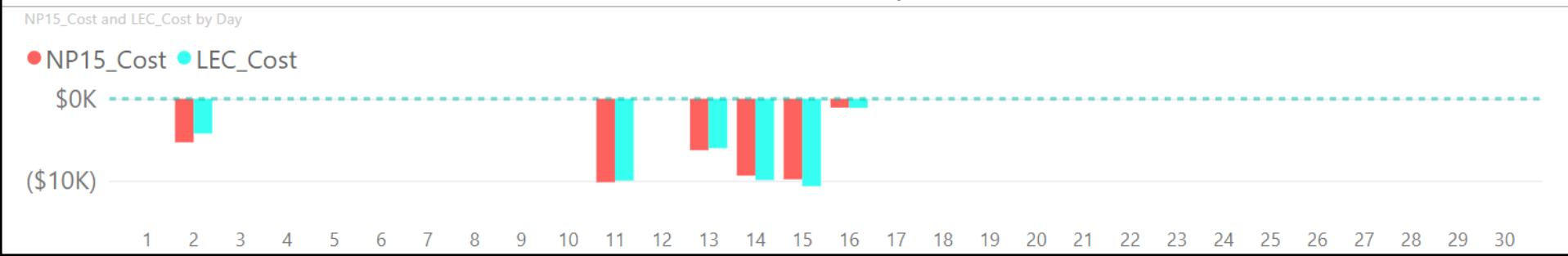
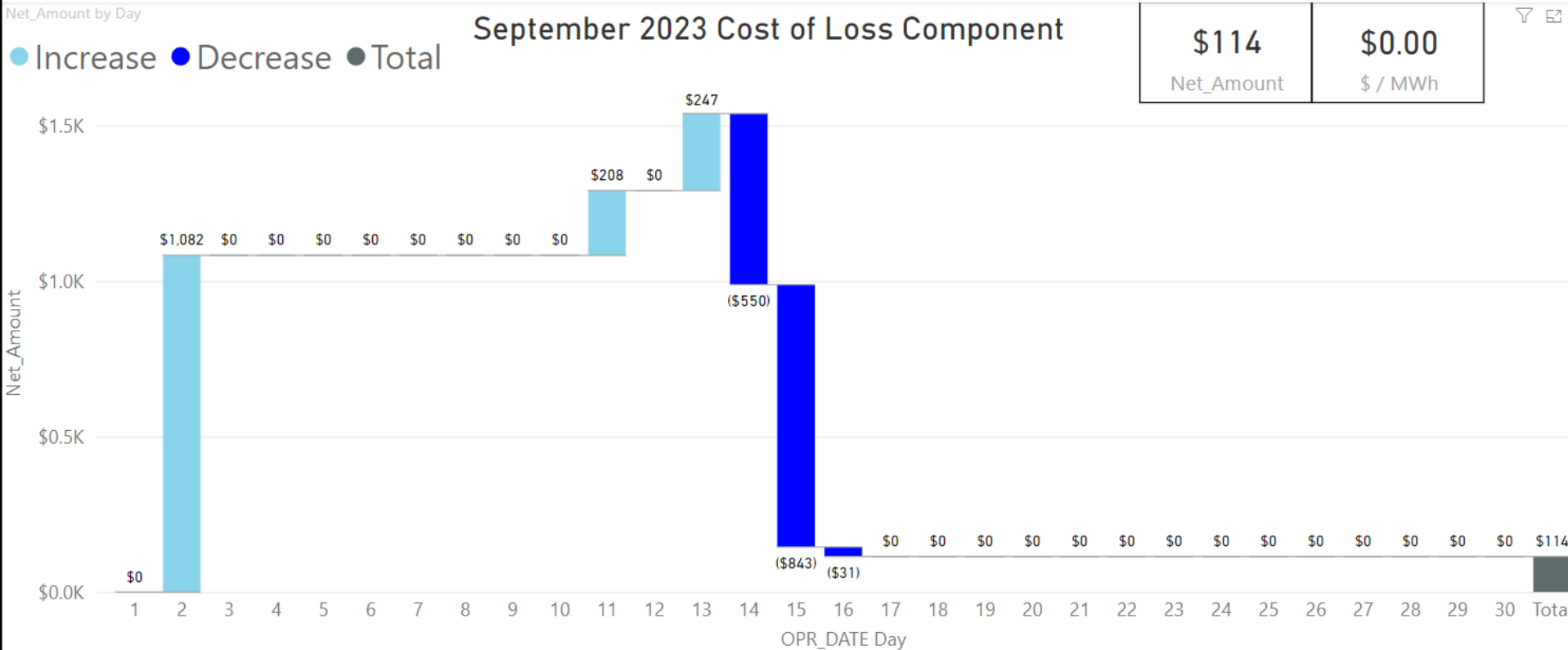
September 2023 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	1,917,200	
Regulation Up Capacity	\$	500	
Regulation Down Capacity	\$	1,300	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 1,919,000
LEC CAISO GMC Costs	\$	(11,000)	
CAISO Energy & Capacity Buyback Costs	\$	(37,900)	
Total Monthly LEC Fuel Cost	\$	(991,500)	
Total Monthly GHG Obligation	\$	(462,400)	
Variable Operations & Maintenance Cost	\$	(89,300)	
Total Gross Costs			\$ (1,592,100)
Cumulative Monthly Margin			\$ 326,900
3 Days of Accrued LT Maintenance Costs	\$	(45,542)	
Net Cumulative Monthly Margin			\$ 281,358
Average Net Margin \$/MWh	\$		8.80

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub



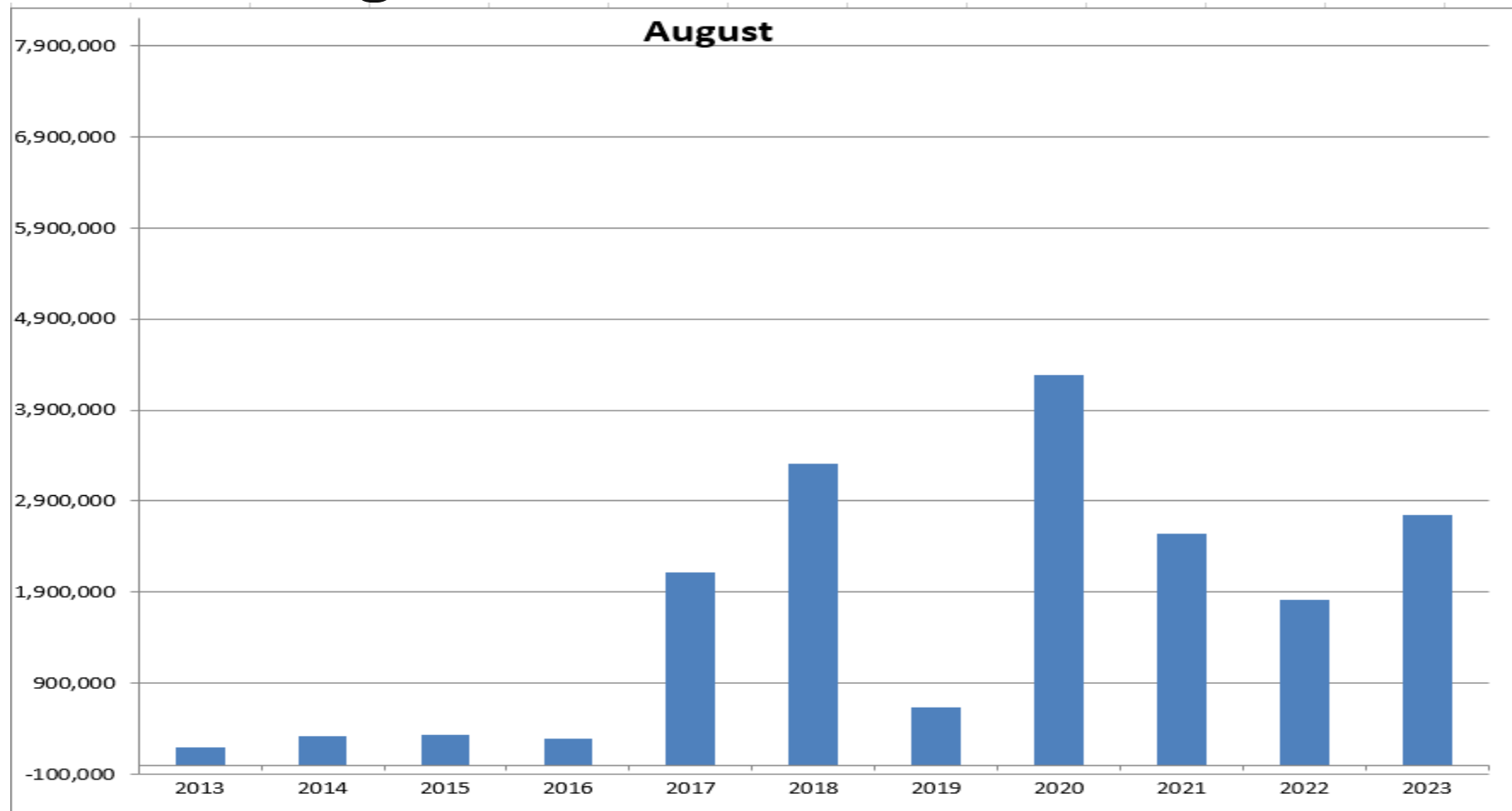
	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2024 Budget	Percent Used	Comments
VOM	6,230,796	8,130,435	7,424,965	10,652,831	10,333,538	14,653,690	14,789,044	10,049,894	4,300,120	0	1,806,550	6,953,572	95,325,434	91,703,714	103.9%	
Capacity Factor	49%	65%	42%	55%	53%	62%	58%	46%	22%	0%	10%	39%	42%	42%	100.0%	Lower CF vs Forecast
Fuel Consumed (mmBTU, estimated)	778,036	1,034,230	662,205	897,522	847,244	996,445	938,729	699,874	368,607	0	179,723	629,699	8,032,313	9,058,849	88.7%	
Avg Fuel Cost (\$/mmBTU)	5.41	5.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.22	7.87	15.5%	
Power Produced (MWhr, estimated)	110,534	148,957	90,438	124,149	115,638	138,192	129,401	95,844	48,426	0	22,289	84,396	1,108,263	1,303,566	85.0%	
Avg Power Price (\$/MWhr)	70.51	77.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.40	95.06	18.3%	Lower Power Pricing vs Forecast
Operations / Variable / LTSA	147,690	169,459	102,203	1,038,829	124,302	145,063	1,076,455	106,544	65,632	0	42,414	565,949	3,584,538	4,837,398	74.1%	
Fuel (estimated)	4,211,170	5,569,646	5,866,570	7,867,501	8,563,412	12,568,975	11,717,527	8,457,075	3,455,448	0	1,386,711	5,053,727	74,717,763	71,517,913	104.5%	
AB32 GHG Offset (estimated)	1,462,153	2,030,979	1,291,144	1,519,929	1,434,784	1,687,451	1,758,905	1,311,360	690,663	0	336,748	1,179,873	14,703,990	13,984,733	105.1%	
CA ISO Charges (estimated)	409,783	360,351	165,049	226,573	211,039	252,201	236,156	174,915	88,377	0	40,677	154,023	2,319,143	1,363,670	170.1%	
Routine O&M (Fixed)	1,364,229	1,520,704	1,030,973	1,014,060	1,006,722	1,332,092	1,082,044	1,149,642	1,120,800	1,354,887	1,318,930	1,221,232	14,516,310	14,013,817	103.6%	
Maintenance / Fixed	370,865	330,257	268,500	268,500	268,500	268,500	268,500	268,500	268,500	396,582	268,500	268,500	3,514,204	3,350,082	104.9%	Siemens invoice for Gearbox inspection
Administration	2,526	15,273	13,124	13,236	21,856	21,566	13,786	13,947	15,681	15,681	15,681	15,681	178,038	188,173	94.6%	
Mandatory Costs	44,199	405,606	26,825	23,800	17,842	32,525	17,861	20,325	17,907	43,800	40,525	40,525	731,740	374,870	195.2%	CARB GHG payment for 2020 & 2021
Inventory Stock	0	0	0	0	0	11,773	65,373	156,346	118,188	0	144,000	0	495,680	500,000	0.0%	
Labor	675,240	484,316	436,403	422,403	412,403	711,607	430,403	404,403	414,403	612,703	564,103	610,403	6,178,790	6,167,244	100.2%	
Insurance	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	145,976	1,751,712	1,751,712	100.0%	
Power Management & Settlements	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,423	125,424	1,505,072	1,505,071	100.0%	
Other Costs	0	13,853	14,722	14,722	14,722	14,722	14,722	14,722	14,722	14,722	14,722	14,723	161,074	176,665	91.2%	
Projects	218,640	180,755	330,755	315,755	270,755	180,755	225,755	180,755	203,255	1,328,823	180,755	203,255	3,820,016	3,912,591	97.6%	
Maintenance Reserve	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	180,755	2,169,063	2,169,063	100.0%	
Operations & Maintenance Projects	37,885	0	150,000	90,000	90,000	0	45,000	0	22,500	1,148,068	0	22,500	1,605,953	1,698,528	94.5%	
Capital Projects	0	0	0	45,000	0	0	0	0	0	0	0	0	45,000	45,000	100.0%	
A&G	223,194	223,194	223,280	223,280	223,280	223,280	223,280	223,280	223,280	223,280	223,280	223,280	2,679,186	2,679,358	100.0%	
Administrative & General (Allocated)	190,458	190,458	190,498	190,498	190,498	190,498	190,498	190,498	190,498	190,498	190,498	190,498	2,285,892	2,285,971	100.0%	
Generation Services Shared	32,736	32,736	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	32,782	393,295	393,387	100.0%	
Total O&M Cost	8,036,859	10,055,088	9,009,972	12,205,926	11,834,294	16,389,817	16,320,122	11,603,570	5,847,455	2,906,990	3,529,514	8,601,338	116,340,946	112,309,480	103.6%	
Debt Service	2,166,020	2,166,020	0	0	0	0	0	0	0	0	0	0	4,332,040	25,992,239	16.7%	
Revenues	7,885,997	11,628,566	10,507,990	9,702,700	10,535,194	15,213,788	14,309,277	10,775,935	4,184,659	0	1,692,879	6,774,615	103,211,599	126,179,301	81.8%	
ISO Energy Sales (estimated)	7,793,651	11,494,752	10,507,990	9,702,700	10,535,194	15,213,788	14,309,277	10,775,935	4,184,659	0	1,692,879	6,774,615	102,985,439	123,918,636	83.1%	Lower Revenue vs Forecast
Other Income	92,346	133,814	0	0	0	0	0	0	0	0	0	0	226,160	2,260,665		
Net	(\$2,316,882)	(\$592,542)	\$1,498,018	(\$2,503,225)	(\$1,299,100)	(\$1,176,029)	(\$2,010,845)	(\$827,636)	(\$1,662,796)	(\$2,906,990)	(\$1,836,636)	(\$1,826,724)	(\$17,461,387)	(\$12,122,418)	Above budget by 44.04%	



August Asset Report

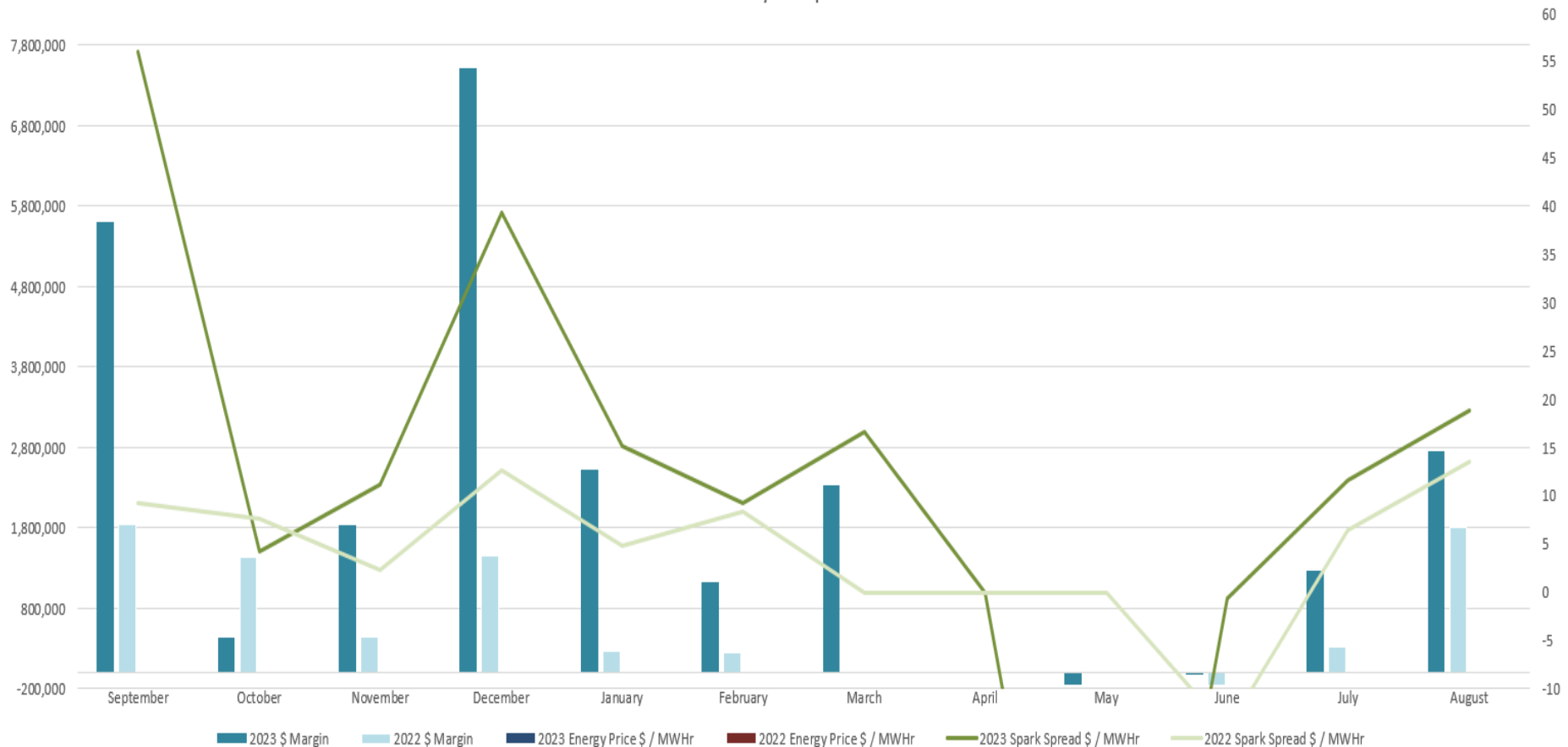
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	11,628,566	16,320,659	24,520,019	(4,692,093)	-29%	Avg. \$/MWhr pricing lower by 20% vs. Forecast. ISO Energy Sales lower by 30% vs. Forecast
VOM	8,130,435	11,175,683	14,156,004	(3,045,248)	-27%	Capacity Factor lower by 13% vs Forecast
Fixed	1,520,704	1,039,914	1,039,914	480,791	46%	CARB GHG payments for 2020 & 2021 (FY21-22), (FY22-23)
Projects	180,755	311,216	311,215	(130,461)	-42%	
A&G	223,194	223,280	223,280	(86)	0%	
Debt	2,166,020	2,166,350	2,166,019	(330)	-0.02%	
Net Cost	(592,542)	1,404,216	6,623,588	(1,996,758)	-142%	
Net Annual Cost		(17,461,387)	(12,122,418)	(\$5,338,970)		
				Above budget by 44.04%		

Historical Margins



* August 2023 Margin rose to \$2,747,086 due to hot August weather.

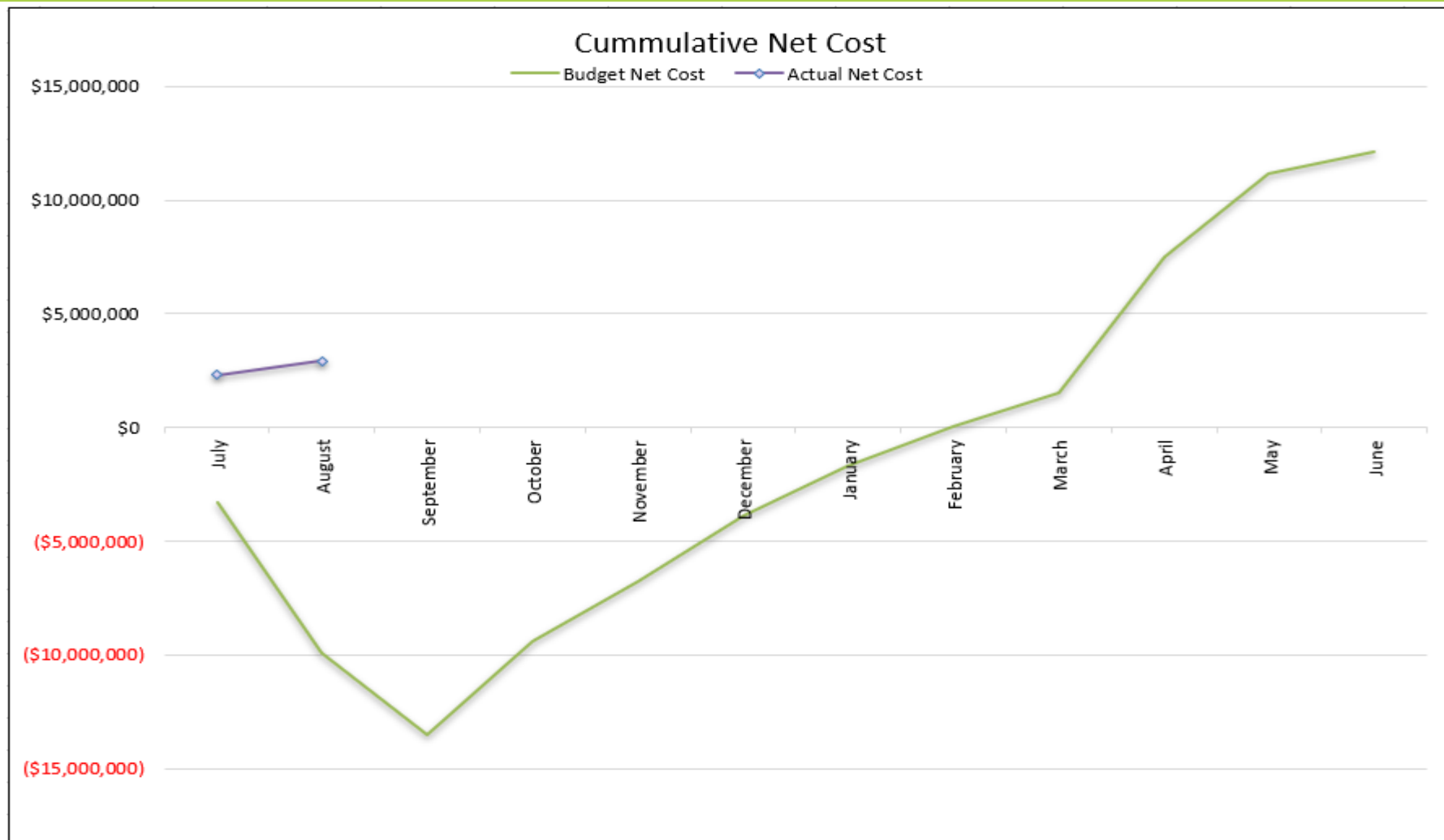
Historical Monthly Comparison



* Spark Spread rose from (Aug 2022) @ \$13.56 \$/MWhr vs. (Aug 2023) @ \$18.77 \$/MWhr

* Spark Spread delta Aug 2022 vs 2023 @ \$5.21 \$/MWhr

* Margin comparison rose from Aug 2022 (\$1,812,247) vs Aug 2023 (\$2,747,086)



* Budget Net Cost (\$9,920,418) vs. Actual Net Cost \$2,909,424.



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: October 9, 2023

To: LEC Project Participant Committee

Subject: Treasurer's Report for the Month Ended August 31, 2023

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

Cash - At month end cash totaled \$83.

Investments - The carrying value of the LEC's investment portfolio totaled \$34,814,244 at month end. The current market value of the portfolio totaled \$33,440,185.

The overall portfolio had a combined weighted average interest rate of 3.476% with a bond equivalent yield (yield to maturity) of 3.519%. Investments with a maturity greater than one year totaled \$19,409,000. During the month \$2,283,849 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 7 basis points from 5.51% to 5.58% and rates on one year T-Bills increased 1 basis point from 5.38% to 5.39%.

To the best of my knowledge and belief, all securities held by LEC as of August 31, 2023 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sondra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

AUGUST 31, 2023

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

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

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 83	\$ 6,556,723	\$ 6,556,806	18.83%	\$ 6,556,415
Debt Service Reserve	-	12,698,012	12,698,012	36.47%	12,217,721
O & M Reserve	-	15,392,046	15,392,046	44.22%	14,498,586
	83	34,646,781	34,646,864	99.52%	33,272,722
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	167,463	167,463	0.48%	167,463
Participant Deposit Account	-	-	-	-	-
	\$ 83	\$ 34,814,244	\$ 34,814,327	100.00%	\$ 33,440,185

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ 47	\$ -	\$ 617	\$ -	\$ (2,179,505)	\$ 2,178,703	\$ (138)
Debt Service Reserve	-	-	-	-	-	-	-
O & M Reserve	-	37,031	-	-	(103,563)	66,532	-
	47	37,031	617	-	(2,283,068)	2,245,235	(138)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	781	-	-	(781)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ 47	\$ 37,812	\$ 617	\$ -	\$ (2,283,849)	\$ 2,245,235	\$ (138)

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
August 31, 2023

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,179,505	\$ (617)	\$ 20,807	\$ -	\$ -	\$ 2,199,695
Debt Service Reserve	-	-	14,276	-	-	14,276
O & M Reserve	103,563	-	(194)	-	-	103,369
	<u>2,283,068</u>	<u>(617)</u>	<u>34,889</u>	<u>-</u>	<u>-</u>	<u>2,317,340</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	781	-	-	-	-	781
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 2,283,849</u>	<u>\$ (617)</u>	<u>\$ 34,889</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,318,121</u>

Less Non- Cash Activity

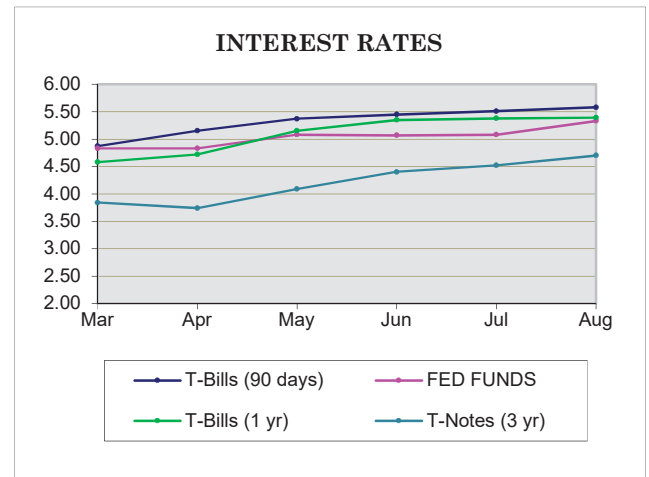
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(34,889)
Net Change in Investment –Before Non-Cash Activity	<u><u>\$ 2,283,232</u></u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.476%	3.519%
Debt Service Account	5.229%	5.399%
Debt Service Reserve	3.530%	3.583%
O & M Reserve	2.665%	2.648%
GHG Cash Account	5.240%	5.240%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	5.33%	2.33%
T-Bills (90da.)	5.58%	2.84%
Agency Disc (90da.)	5.36%	2.50%
T-Bills (1yr.)	5.39%	3.33%
Agency Disc (1yr.)	5.13%	3.00%
T-Notes (3yr.)	4.70%	3.38%

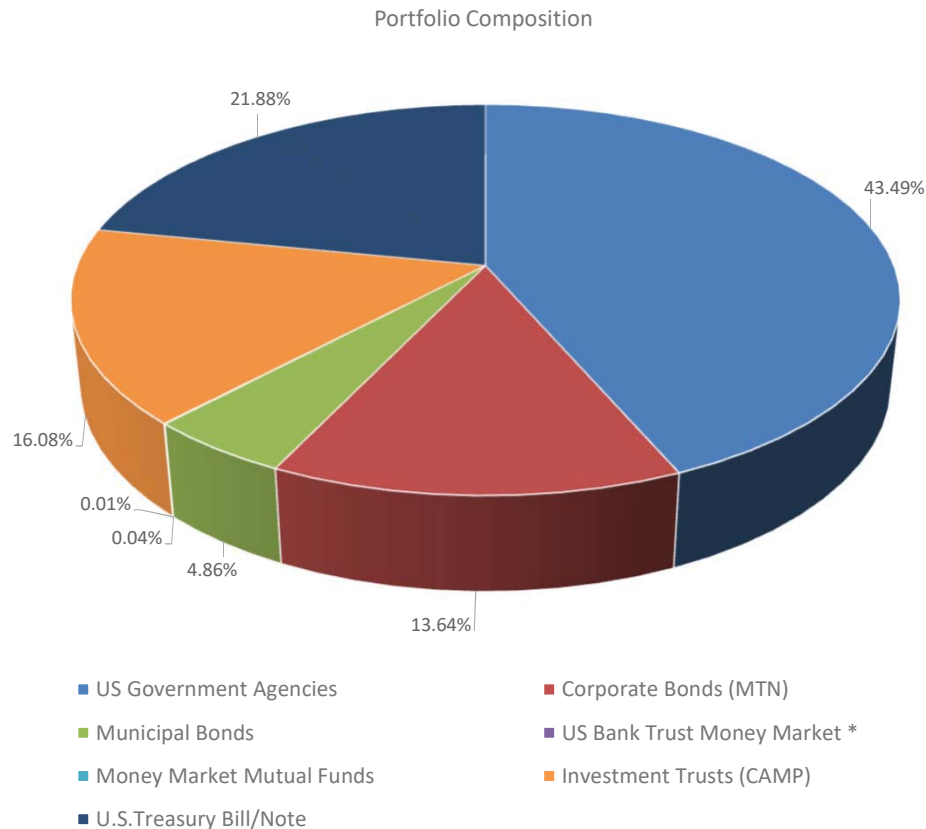


**Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
August 31, 2023**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ 2,260	\$ -	\$ -	\$ 12,940	\$ -	\$ 15,200	43.49%
Corporate Bonds (MTN)	-	-	-	-	-	4,769	-	4,769	13.64%
Municipal Bonds	-	-	-	-	-	1,700	-	1,700	4.86%
US Bank Trust Money Market *	4	-	-	-	-	-	-	4	0.01%
Money Market Mutual Funds	13	-	-	-	-	-	-	13	0.04%
Investment Trusts (CAMP)	5,620	-	-	-	-	-	-	5,620	16.08%
U.S.Treasury Bill/Note	-	-	7,650	-	-	-	-	7,650	21.88%
Total Dollars	\$ 5,637	\$ -	\$ 9,910	\$0	\$ -	\$19,409	\$ -	\$ 34,956	100.00%
Total Percents	16.13%	0.00%	28.35%	0.00%	0.00%	55.52%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

08/31/2023

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	640	0.010		640		1	0.010	640	SYS79004	79004	640
U.S. Treasury	USBT	737,000	5.160	06/30/2023	720,838	11/30/2023	90	5.348	727,213	912796ZD4	27611	727,493
U.S. Treasury	USBT	734,000	5.230	07/28/2023	720,671	11/30/2023	90	5.400	724,252	912796ZD4	27620	724,403
Federal Home Loan Ba	USBT	731,000	5.300	08/29/2023	720,884	12/01/2023	91	5.449	721,534	313384PY9	27634	721,207
Fund Total and Average		\$ 2,202,640	5.228		\$ 2,163,033		90	5.398	\$ 2,173,639			\$ 2,173,743

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	265	0.010		265		1	0.010	265	SYS79012	79012	265
U.S. Treasury	USBT	796,000	5.160	06/30/2023	778,544	11/30/2023	90	5.348	785,429	912796ZD4	27612	785,732
U.S. Treasury	USBT	821,000	5.229	07/28/2023	806,091	11/30/2023	90	5.400	810,097	912796ZD4	27621	810,265
Federal Home Loan Ba	USBT	818,000	5.300	08/29/2023	806,680	12/01/2023	91	5.449	807,407	313384PY9	27635	807,041
Fund Total and Average		\$ 2,435,265	5.230		\$ 2,391,580		90	5.399	\$ 2,403,198			\$ 2,403,303

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	681,000	5.160	06/30/2023	666,066	11/30/2023	90	5.348	671,956	912796ZD4	27613	672,215
U.S. Treasury	USBT	664,000	5.230	07/28/2023	651,942	11/30/2023	90	5.400	655,182	912796ZD4	27622	655,318
Federal Home Loan Ba	USBT	661,000	5.300	08/29/2023	651,852	12/01/2023	91	5.449	652,440	313384PY9	27636	652,144
Fund Total and Average		\$ 2,006,000	5.229		\$ 1,969,860		90	5.399	\$ 1,979,578			\$ 1,979,677
GRAND TOTALS:		\$ 6,643,905	5.229		\$ 6,524,473		90	5.399	\$ 6,556,415.			\$ 6,556,723

*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 08/31/2023



Northern California Power Agency
Treasurer's Report

08/31/2023

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	2,499	0.010		2,499		1	0.010	2,499	SYS79005	79005	2,499
Federal Home Loan Ba	USBT	20,000	4.875	04/25/2023	20,107	09/13/2024	378	4.468	19,917	3130ATVD6	27586	20,080
Federal Home Loan Mt	USBT	4,800,000	5.010	12/29/2022	4,800,000	12/29/2025	850	5.010	4,760,256	3134GY7C0	27506	4,800,000
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	913	0.840	4,005,783	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,015	0.799	135,377	3130AN4T4	27270	150,306
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,764	4.285	118,589	3130AWN63	27624	118,524
Fund Total and Average		\$ 9,522,499	2.990		\$ 9,521,630		892	2.992	\$ 9,042,421			\$ 9,521,409

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	793	0.010		793		1	0.010	793	SYS79006	79006	793
U.S. Treasury	USBT	2,317,000	5.150	06/08/2023	2,258,995	11/30/2023	90	5.355	2,286,230	912796ZD4	27600	2,287,169
Fund Total and Average		\$ 2,317,793	5.148		\$ 2,259,788		90	5.354	\$ 2,287,023			\$ 2,287,962

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	229	0.010		229		1	0.010	229	SYS79013	79013	229
U.S. Treasury	USBT	900,000	5.150	06/08/2023	877,469	11/30/2023	90	5.355	888,048	912796ZD4	27601	888,413
Fund Total and Average		\$ 900,229	5.149		\$ 877,698		90	5.354	\$ 888,277			\$ 888,642
GRAND TOTALS:		\$ 12,740,521	3.530		\$ 12,659,116		691	3.583	\$ 12,217,721.			\$ 12,698,013

*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 08/31/2023

Callable Dates:

Inv #	
27199	FFCB Anytime
27506	FHLMC 12/29/2023



Northern California Power Agency
Treasurer's Report

08/31/2023

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	12,681	5.200		12,681		1	5.200	12,681	SYS70041	70041	12,681
California Asset Mgm	CMP	5,452,588	5.310	09/09/2022	5,452,588		1	5.310	5,452,588	SYS70075	70075	5,452,588
Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70047	70047	0
Federal Farm Credit	USBGC	50,000	5.125	02/28/2023	49,991	02/28/2024	180	5.143	49,900	3133EPCB9	27557	49,996
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	457	1.776	453,356	14912L6G1	26952	473,174
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	669	0.610	458,740	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	697	0.579	917,490	3136G4D75	27047	1,000,382
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	717	0.600	916,000	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	759	0.530	683,153	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	759	0.530	610,283	3133EMB00	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	891	0.699	452,635	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	972	1.200	446,605	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,049	1.050	888,650	57629WDE7	27250	1,004,189
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,090	1.250	86,785	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,109	1.227	446,910	14913R2Q9	27290	498,868
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,150	1.567	765,782	87289AA9	27335	854,674
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,165	1.490	463,510	74460DAG4	27310	515,155
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,165	1.475	957,621	74460DAG4	27341	1,064,800
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,369	3.654	175,884	088006KB6	27424	184,158
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,635	5.003	260,013	233851DF8	27609	261,381
Fund Total and Average		\$ 15,404,269	2.665		\$ 15,415,958		598	2.648	\$ 14,498,586			\$ 15,392,046
GRAND TOTALS:		\$ 15,404,269	2.665		\$ 15,415,958		598	2.648	\$ 14,498,586.			\$ 15,392,046

*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 08/31/2023

Callable Dates:

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



Northern California Power Agency
Treasurer's Report

08/31/2023

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	167,463	5.240	09/13/2022	167,463		1	5.240	167,463	SYS70077	70077	167,463
Local Agency Investm		0	3.150	07/01/2023	0		1	3.150	0	SYS70046	70046	0
Fund Total and Average		\$ 167,463	5.240		\$ 167,463		1	5.240	\$ 167,463			\$ 167,463
GRAND TOTALS:		\$ 167,463	5.240		\$ 167,463		1	5.240	\$ 167,463.			\$ 167,463

*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 08/31/2023



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

Subject: August 31, 2023 Financial Reports (Unaudited)

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

	<u>August</u>	
	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 167,463	\$ 461,985
Interest receivable	25,266	30,910
Inventory and supplies - at average cost	2,351,179	2,252,372
Prepaid insurance	429,154	352,701
Due from (to) Agency, net	35,734,692	33,513,255
TOTAL CURRENT ASSETS	38,707,754	36,611,223
RESTRICTED ASSETS		
Cash and cash equivalents	5,469,776	2,118,904
Investments	29,177,087	28,856,682
Interest receivable	61,174	18,793
TOTAL RESTRICTED ASSETS	34,708,037	30,994,379
ELECTRIC PLANT		
Electric plant in service	447,461,790	447,458,697
Less: accumulated depreciation	(141,342,923)	(126,592,963)
TOTAL ELECTRIC PLANT	306,118,867	320,865,734
OTHER ASSETS		
Regulatory assets	28,985,024	29,627,151
TOTAL OTHER ASSETS	28,985,024	29,627,151
TOTAL ASSETS	408,519,682	418,098,487
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	461,391	799,607
Asset retirement obligations	199,911	193,158
TOTAL DEFERRED OUTFLOWS OF RESOURCES	661,302	992,765
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 409,180,984	\$ 419,091,252

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

		August	
		2023	2022
LIABILITIES & NET POSITION			
CURRENT LIABILITIES			
Accounts and retentions payable	\$	5,722,548	\$ 9,961,523
Operating reserves		18,458,942	12,817,002
Current portion of long-term debt		14,239,000	13,842,676
Accrued interest payable		3,098,919	3,196,388
TOTAL CURRENT LIABILITIES		41,519,409	39,817,589
NON-CURRENT LIABILITIES			
Operating reserves and other deposits		165,932	461,985
Asset retirement obligations		199,911	193,158
Long-term debt, net		301,709,764	315,948,765
TOTAL NON-CURRENT LIABILITIES		302,075,607	316,603,908
TOTAL LIABILITIES		343,595,016	356,421,497
DEFERRED INFLOWS OF RESOURCES			
Regulatory credits		37,431,034	37,380,694
NET POSITION			
Invested in capital assets, net of related debt		3,329,505	4,374,989
Restricted		3,519,062	3,521,899
Unrestricted		21,306,367	17,392,173
TOTAL NET POSITION		28,154,934	25,289,061
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$	409,180,984	\$ 419,091,252

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

		Two Months Ended August	
		2023	2022
SALES FOR RESALE			
Participants	\$	22,443,591	\$ 18,800,379
Other		18,462,022	19,243,518
TOTAL SALES FOR RESALE		40,905,613	38,043,897
OPERATING EXPENSES			
Operations		12,017,172	15,471,637
Depreciation & amortization		2,358,792	2,358,688
Purchased power		675,757	779,995
Maintenance		897,922	23,303
Administrative and general		1,405,170	979,921
Transmission		96,070	117,264
Intercompany (sales) purchases		65,473	70,026
TOTAL OPERATING EXPENSES		17,516,356	19,800,834
NET OPERATING REVENUES		23,389,257	18,243,063
OTHER REVENUES (EXPENSES)			
Interest expense		(2,112,249)	(2,176,010)
Interest income		1,725,431	1,276,909
Amortization		-	-
Insurance reimbursements		-	-
Other		696,095	1,097,526
TOTAL OTHER REVENUES (EXPENSES)		309,277	198,425
FUTURE RECOVERABLE AMOUNTS		(158,061)	(95,047)
REFUNDS TO PARTICIPANTS		-	-
INCREASE IN NET POSITION		23,540,473	18,346,441
NET POSITION			
Beginning of year		4,614,461	6,942,620
End of period	\$	28,154,934	\$ 25,289,061

**Lodi Energy Center
FY 2024 Operating Costs
As of August 31, 2023**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 4,837,398	\$ 317,149	\$ 4,520,249	93%	A
Fuel & LDC Costs	71,517,913	10,153,440	61,364,473	86%	
GHG Allowance Costs	13,984,733	195,077	13,789,656	99%	
CA ISO Charges	675,245	96,070	579,175	86%	
CA ISO Energy Purchases	688,425	675,757	12,668	2%	
Total Variable Costs	91,703,714	11,437,493	80,266,221	88%	
Routine O&M Costs					
Fixed O&M	3,350,082	701,121	2,648,961	79%	B
Administration	188,173	17,799	170,374	91%	
Mandatory Costs	374,870	449,805	(74,935)	0%	C
Routine O&M Costs without Labor	4,413,125	1,168,725	3,244,400	74%	
Labor	6,167,244	1,159,556	5,007,688	81%	
Total Routine O&M Cost	10,580,369	2,328,281	8,252,088	78%	
Other Plant Costs					
Debt Service	25,992,239	4,332,040	21,660,199	83%	
Insurance	1,751,712	291,952	1,459,760	83%	
Other Costs	176,665	13,853	162,812	92%	
Generation Services Shared	393,387	65,473	327,914	83%	
Administrative & General (Allocated)	2,285,971	380,916	1,905,055	83%	
Power Management Allocated Costs	1,505,071	250,845	1,254,226	83%	
Total Other Plant Costs	32,105,045	5,335,079	26,769,966	83%	
Total O&M Costs	134,389,128	19,100,853	115,288,275	86%	
Projects					
Operations & Maintenance	1,698,529	37,885	1,660,644	98%	
Capital	45,000	-	45,000	100%	
Maintenance Reserve	2,169,063	361,511	1,807,552	83%	
Total Projects	3,912,592	399,396	3,513,196	90%	
Annual Cost	138,301,720	19,500,249	118,801,471	86%	
Less: Third Party Revenue					
Interest Income	250,000	226,159	23,841	10%	
ISO Energy Sales	123,918,636	18,395,992	105,522,644	85%	
Ancillary Services Sales	2,010,665	66,030	1,944,635	97%	
Other Income	-	-	-	0%	
	126,179,301	18,688,181	107,491,120	85%	
Net Annual Cost to Participants (without GHG Transfer Credits)	12,122,419	812,068	11,310,351		
GHG Allowance Credits	13,611,634	195,077	13,416,557	99%	
Net Annual Cost to Participants (with GHG Transfer Credits)	\$ (1,489,215)	\$ 616,991	\$ (2,106,206)	141%	
Total Variable Costs	91,703,714	11,437,493	80,266,221		
Total Fixed Costs	46,598,006	8,062,756	38,535,250		
	\$ 138,301,720	\$ 19,500,249	\$ 118,801,471		
Net Cumulative Generation (MWh)	1,626,895	259,491			
Total O&M Cost Per MWh	\$ 82.60	\$ 73.61			
Net Annual Cost Per MWh	\$ (0.92)	\$ 2.38			
Net Annual Cost Per KW Month	\$ (0.41)	\$ 0.17			

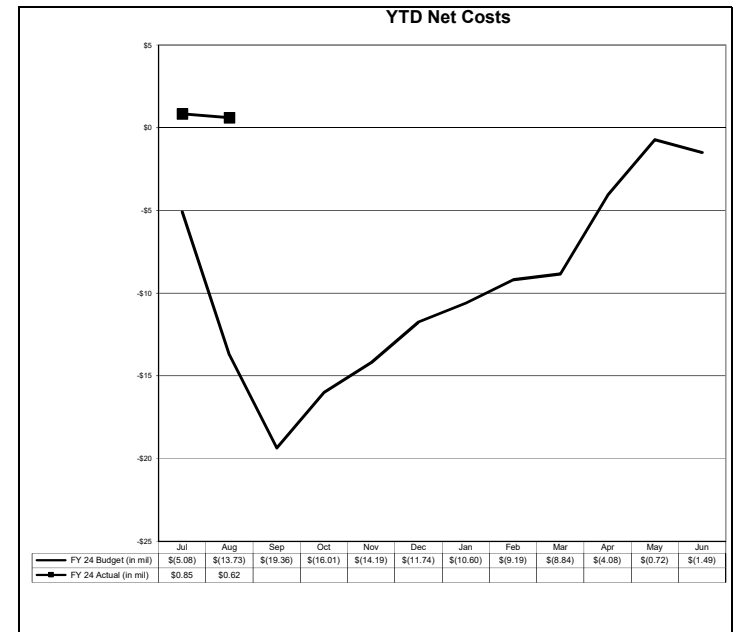
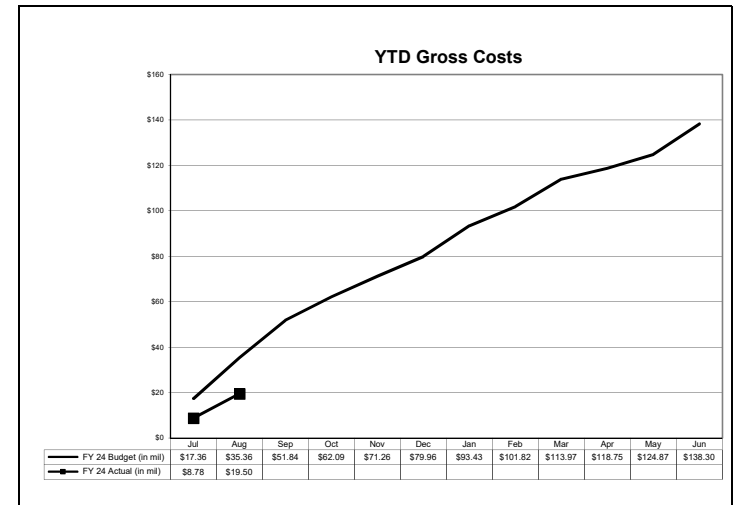
Footnotes:

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

A - Higher CAISO costs due to higher settlement charges during the month.

B - Expenditure for materials and supplies for annual outage. Costs are expected to levelize during the year.

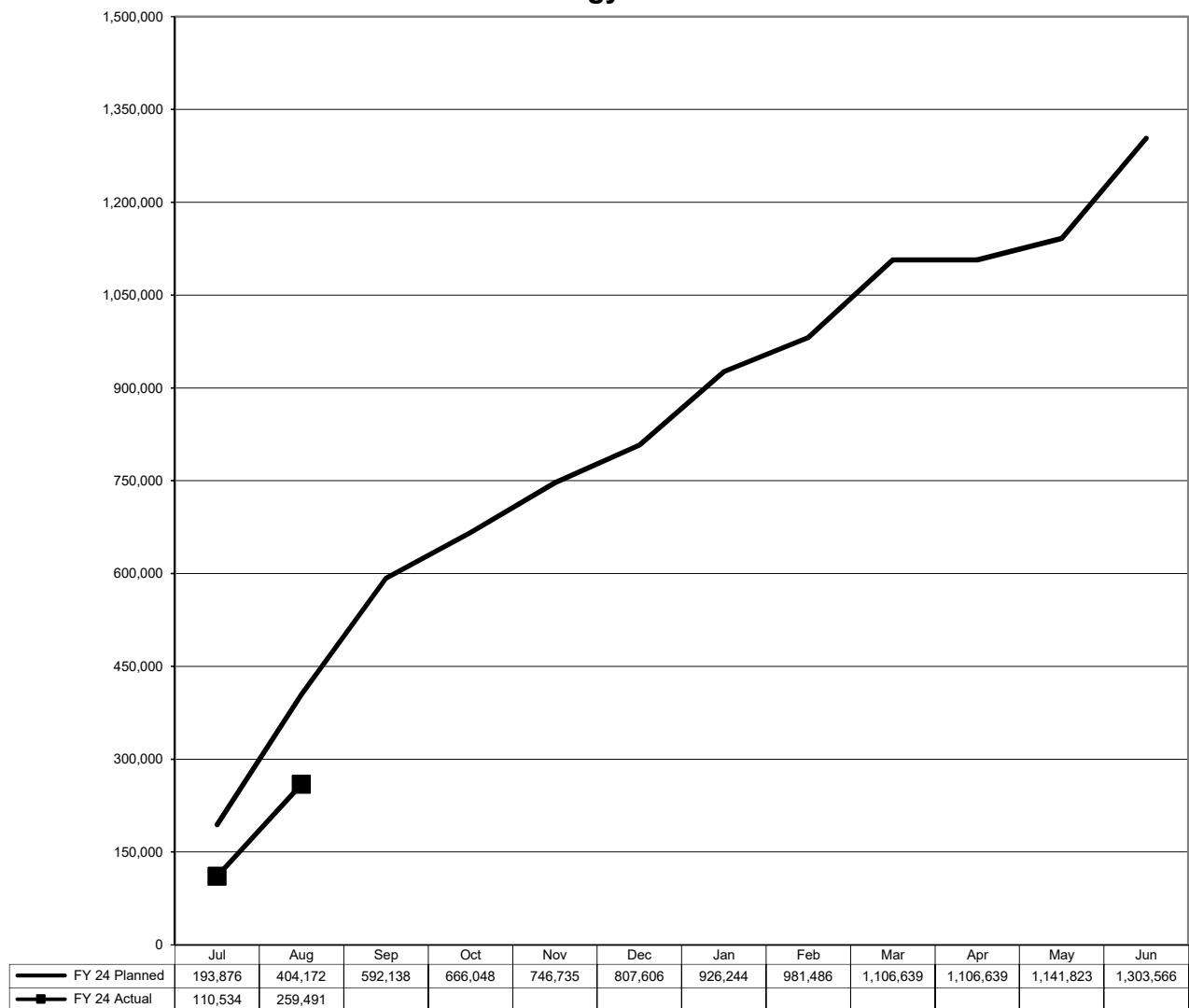
C - Expenditure for annual permit fees, including higher than expected fees to Air Resources Board.



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

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
October 2023														
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)	38,379	85,828	3,485	461,542	25,544	21,363	130,754	26,402	147,610	10,218	36,756	328,457	23,218	1,339,556
Current MT Compliance Instrument Account (MTA) Balance (MT)	38,379	101,994	10,876	642,883	35,050	36,324	210,686	59,816	155,928	10,517	72,909	352,746	33,179	1,761,287
MTA Shortfall (MT)	0	(16,166)	(7,391)	(181,341)	(9,506)	(14,961)	(79,932)	(33,414)	(8,318)	(299)	(36,153)	(24,289)	(9,961)	(421,731)
Monthly GHG Price \$/MT	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02	40.02
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Current Month CCA Balance (\$)*	69,071	0	162	0	1,249	5,413	878	0	0	0	86,155	0	3,003	165,931
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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 (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0

* 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 2023 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual								Estimated				CY 2023	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	166,180	121,818	140,240	43	2,250	9,803	110,534	148,958	145,972	160,649	148,803	107,993	1,263,243	12,486,818
Gas Schedule (MMBtu)	1,184,796	877,305	1,009,517	12	20,333	74,130	784,801	1,056,456	1,132,743	1,246,639	1,154,714	838,027	9,379,473	90,100,378
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	63,938	47,344	54,479	1	1,097	4,000	42,352	57,012	61,128	67,275	62,314	45,224	506,164	4,870,318
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	1,003,773	1,051,117	1,105,596	1,105,597	1,106,694	1,110,694	1,153,046	1,210,058	1,271,186	1,338,461	1,400,775	1,445,999	1,445,999	1,445,999
Compliance Instrument Participant Transfers														
Carryover Allowances	30,000	0	0	0	0	0	0	0	0	0	0	0	30,000	99,263
Auction Allowances	14,857	317,268	0	0	0	1,695	52,470	359	59,870	0	0	0	446,519	5,022,418
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	44,857	317,268	0	0	0	1,695	52,470	359	59,870	0	0	0	476,519	5,121,681
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	44,857	317,268	0	0	0	1,695	52,470	359	59,870	0	0	0	476,519	5,168,003
Cumulative MT Account Balance (MTA)	1,318,166	1,635,434	1,635,434	1,635,434	1,635,434	1,637,129	1,689,599	1,689,958	1,749,828	1,749,828	1,749,828	1,749,828	1,749,828	1,749,828
MTA Shortfall (MT)	(314,393)	(584,317)	(529,838)	(529,837)	(528,740)	(526,435)	(536,553)	(479,900)	(478,642)	(411,367)	(349,053)	(303,829)	(303,829)	(303,829)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	165,932	0	0	0	165,932
Monthly GHG Price	37.94	38.17	43.57	38.63	38.86	44.07	39.32	39.55	44.57	40.02	40.25	45.07		



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Meeting Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 for requested updates to the California Department of Water Resources.

Background

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

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update designated Contact for the California Department of Water Resources. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

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

Environmental Analysis

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

Recommendation

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

Submitted by:

MICHAEL DEBORTOLI
Assistant General Manager Generation Services

Attachments: (1)
PMOA Schedule 6.00 Contact List

Agreement Schedule 6.00

Contact List

Northern California Power Agency

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

With copies to:

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

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

City of Azusa

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

San Francisco Bay Area Rapid Transit District

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

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Resource Planning and Development Manager
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-1521
Facsimile: (209) 526-7575
Email: jamesm@mid.org

California Department of Water Resources:

Department of Water Resources
Attention: ~~Mike Ramsey, Manager, State & Federal Compliance~~ Jorge Quintero, Assistant
Division Manager (Power Operations)
1425 River Park Drive, Suite 300
Sacramento, CA 95815
Telephone: (916) ~~820-7871~~ 902-7233
Facsimile: ~~(916) 574-0660~~ N/A
Email: ~~mike.ramsey@water.ca.gov~~ Jorge.quintero@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

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

City of Biggs

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

City of Gridley

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

City of Healdsburg

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

City of Lodi

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

City of Lompoc

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

Silicon Valley Power

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

City of Ukiah

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

Power and Water Resources Pooling Authority

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

Subject: High Sierra Timber Management, LLC – 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.

Proposal

Approve the Multi-Task General Services Agreement with High Sierra Timber Management, LLC for vegetation management related 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, Southern California Public Power Authority (SCPPA) and SCPPA Members.

Background

Vegetation management related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. High Sierra Timber Management, LLC is currently not a vendor for NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with Cornerstone Land Services LLC, Kimberly Fields and Nate's Tree Service.

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:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with High Sierra Timber Management, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HIGH SIERRA TIMBER MANAGEMENT, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and High Sierra Timber Management, LLC, a S Corporation with its office located at 22578 Cedar Pines Avenue, Twain Harte, CA 95383 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor 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

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.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Wesley Brinegar, Owner
High Sierra Timber Management LLC
22578 Cedar Pines Ave
Twain Harte, CA 95383

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 HIGH SIERRA TIMBER MANAGEMENT, LLC

Date_____

Date_____

RANDY S. HOWARD
General Manager

WESLEY BRINEGAR
Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

High Sierra Timber Management, LLC ("Contractor") shall provide vegetation management services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCAPPA) or SCPPA members.

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

- Full tree service with climbing, rigging, bucket truck capabilities.
- Chipping, wenching, long line yarding
- Heavy Timber falling
- Mechanical mastication small and large scale machinery
- Logging operations
- Road building, grading, rocking, culverts and compaction
- Steep ground is our specialty
- Camp ground clean up

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:

- Combined Hourly Rate 3 man crew prevailing wage with clipper \$430.00/hr or \$3,440.00/8hr-day
- Climber prevailing wage \$135.00/hr
- Skidsteer and operator prevailing wage \$310.00 or \$2,480.00/8hr-day
- 4 man crew, chipper, skid steer and climber \$6,200.00/8hr-day
- Prevailing wage Masticator 120 horsepower unite \$350.00/hr with Operator. Day rate \$2,800.00

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, Wesley Brinegar, Owner

(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

High Sierra Timber Management LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit) (Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – NOT APPLICABLE

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

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

Proposal

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

Background

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

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with American Crane Rental, Inc.



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and American Crane Rental, Inc., a corporation with its office located at 17800 Comconex Road, Manteca, CA 95336 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Riggers Liability Insurance. If the Services involves moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.

4.5 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.

The failure of Agency to identify any deficiencies in the certificate(s) or endorsement(s) provided by Contractor shall not be construed as acceptance of the noncompliant coverage nor a waiver of Contractor's obligation to maintain coverage compliant with the requirements set forth herein. Agency does not represent or warrant that coverage and limits will be adequate to protect Contractor from loss, and such coverage and limits required herein shall not be deemed a limitation on Contractor's liability under this Agreement. Agency has not waived, and is not estopped from asserting against Contractor, any claim or claims alleging Contractor's breach of any of its insurance procurement or maintenance obligations.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

5.3 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law,

or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall

be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

American Crane Rental, Inc.
Attention: Pam Reynolds
P.O. Box 308
Escalon, CA 95320

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, SCLPA or SCLPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AMERICAN CRANE RENTAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

KEITH POWELL,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

American Crane Rental, Inc. ("Contractor") shall provide crane services, including cranes and operators, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

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

Contractor may provide services at all Project Site Locations.

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:

18 Ton through 30 Ton Hydraulic Crane:

Straight time (8hour weekday):	\$235.00 per hour minimum 4,6,8 Hrs.
Overtime after 8 hours weekday and first 8 hours on Saturday:	\$295.00 per hour
Double time after 10 hours weekday and after 8 hours Saturday:	\$355.00 per hour
Transportation Permit:	\$95.00
Fuel Surcharge:	15%
Lift plan:	\$350.00

45 Ton Hydraulic Crane:

Straight time (8hour weekday):	\$255.00 per hour minimum 4,6,8 Hrs.
Overtime after 8 hours weekday and first 8 hours on Saturday:	\$315.00 per hour
Double time after 10 hours weekday and after 8 hours Saturday:	\$375.00 per hour
Transportation Permit:	\$95.00
Fuel Surcharge:	15%
Lift plan:	\$350.00

75 Ton Hydraulic Crane:

Straight time (8hour weekday):	\$295.00 per hour minimum 4,6,8 Hrs.
Overtime after 8 hours weekday and first 8 hours on Saturday:	\$355.00 per hour
Double time after 10 hours weekday and after 8 hours Saturday:	\$415.00 per hour
Transportation Permit:	\$95.00
Fuel Surcharge:	15%
Lift plan:	\$350.00

100 Ton Hydraulic Crane:

Straight time (8hour weekday):	\$425.00 per hour minimum 8 Hrs.
Overtime after 8 hours weekday and first 8 hours on Saturday:	\$545.00 per hour
Double time after 10 hours weekday and after 8 hours Saturday:	\$665.00 per hour
Counterweight Transportation:	\$1,320.00
Transportation Permit:	\$95.00
Fuel Surcharge:	15%
Lift plan:	\$350.00

The Straight Time rate is based on an a weekday Monday – Friday 8 hour minimum between the hours of 5:00AM with last possible straight time start at 9:00AM, Overtime is start time prior to any 5AM start time and between the 8th and 10th hour after the first 8 straight time hours at a rate specified (and the first 8 hours on Saturday), Double Time is invoiced after the 10th hour during a weekday and/or after the 8th hour on Saturday, all day Sunday or Holidays). Double Time is also charged during all night work weekday or weekend.
All cranes and/or crews with start times after 9:00AM will be invoiced at the applicable overtime / double-time rate.

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

American Crane Rental, 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.: 14

Meeting Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Services Agreement with Bayside Insulation & Construction, Inc. for insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

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

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Bayside Insulation & Construction, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BAYSIDE INSULATION & CONSTRUCTION, 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 Bayside Insulation & Construction, Inc., a corporation, with its office located at 1635 Challenge Drive, Concord, CA 94520 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2023 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Bayside Insulation & Construction, Inc.
Attention: Phil Ramirez
1635 Challenge Drive
Concord, CA 94520

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

BAYSIDE INSULATION &
CONSTRUCTION, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

SHAHRAM AMELI,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Bayside Insulation & Construction, Inc. ("Contractor") shall provide insulation services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

LABOR RATES FOR INSULATION WORK NCPA Lodi Energy Center

LABOR RATE SCHEDULE

	ST	OT	DT
General Foreman	\$153.49	\$212.15	\$270.81
Foreman	\$125.07	\$169.53	\$213.98
Mechanic	\$119.96	\$161.85	\$203.75
Apprentice 5th Year	\$110.81	\$148.51	\$186.21
Apprentice 4th Year	\$102.44	\$135.95	\$169.46
Apprentice 3rd Year	\$89.87	\$117.10	\$144.34
Apprentice 2nd Year	\$71.17	\$93.12	\$115.07
Apprentice 1st Year	\$53.23	\$69.99	\$86.74

Labor rates do not include travel pay.

Travel / Lodging will be charged at \$28.00 per man per day.

Any work performed on recognized holidays will be paid at double time rates.

Materials mark-up, cost + 10%

Subcontractor mark-up, cost + 10%

Outside Rentals, cost + 10%

Truck / Van will be charged at \$12.00 per hour

Effective Dates: 08-01-23 thru 07-31-24

Contractor may revise the hourly rates upon 30 days' advance written notice to NCPA. If the Parties cannot agree on revised rates, NCPA may terminate the Agreement.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Bayside Insulation & Construction, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: XX

Date: September 25, 2023

Meeting Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center Gas Turbine Thermal Performance Upgrade Feasibility Study

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC Gas Turbine Thermal Performance Upgrade Feasibility Study and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$300,000.

Background

There have been advancements in Gas Turbine component technology derived from the SGT6-9000HL. The Thermal Performance Upgrade will provide the following:

- Increase of 15MW in power output
- Improvement of heat rate by 60-100BTU/KWHr
- Performance based condition (90°F, 50% RH)
- Starts (1500) and hours (33k) base intervals stay the same
- Cost of the upgrade is \$10.6M

It is highly recommended to perform a plant feasibility study to identify potential bottlenecks and optimize implementation.

Selection Process

Siemens Energy is the LEC Gas Turbine OEM and the feasibility study for the FX technology is specific to Siemens large frame Gas Turbines. No other bids were obtained as the FX feasibility study will be performed as a sole source by Siemens Energy.

Fiscal Impact

The budgetary funds to complete the feasibility study include \$300,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). These funds were carried over into FY24 from the LEC 2023 Spring Outage.

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

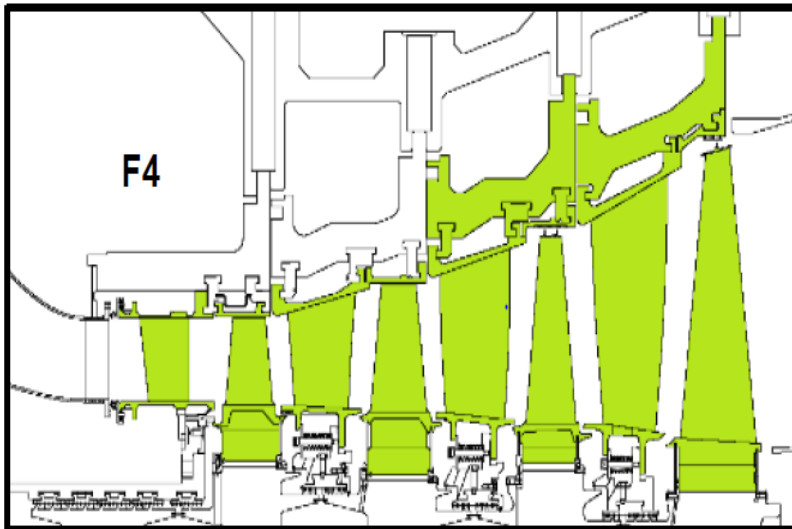


SGT6-5000F- F(X) Gas Turbine Thermal Performance Upgrade Feasibility Study

Rafael Santana
Plant Manager
October 9, 2023

LEC FX Hardware - Advanced Turbine Efficiency Package

- Advancements in Gas Turbine component technology derived from SGT6-9000HL, this Thermal Performance Upgrade will provide;
 - Increase of 15MW in power output
 - Improvement of heat rate by 60-100BTU/KWHr
 - Performance based condition (90°F, 50% RH)
 - Starts (1500) and hours (33k) base intervals stay the same
 - Cost of the upgrade 10.6M
 - It is highly recommended to perform a plant feasibility study to identify potential bottlenecks and optimize implementation



- Service orders received to date (total units 13).
 - Implemented Orders – 6 (FD3) + 1 (F4) + 4 (F5) + 2 (F6.1)
- New units (in production) equipped with ATEP technology = 7
- Current lead time estimate for hardware is 24 months

Preliminary Reviews

- Interconnection: Project economics assume daily market approval, similar to LEC initial operation.
- Official study for deliverability will follow in a subsequent CAISO queue.
- Air permit offsets not needed for FX upgrade.
- Staff would like to use the funds from the Maintenance Reserves to pay for the feasibility study.

Fiscal Impact

- Total cost of the feasibility study is not-to-exceed \$300,000.
- This study was not included in the current FY24 budget.
- The funds to be used for the feasibility study became available because the FY23 steam turbine work using maintenance reserve was less than planned.

LEC Maintenance Reserve Schedule

Siemens FX Feasibility Study

Balances

Maintenance Reserve Balance (6/30)	\$2,746,501
FY24 Contribution	\$2,169,063
Outage Work	\$1,935,000
FY24 Balance Prior to FX Study	\$2,980,564
FX Feasibility Study Funded from Maint. Reserves	(\$300,000)
Projected End of FY24 Balance	\$2,680,564

* Includes Spring Outage Work and FX Feasibility Study costs. Projecting FY24 balance at \$2,680,564 for Maintenance Reserves.

	FY25	FY26	FY27	FY28	FY29
Project Spending	\$1,585,000	\$1,705,000	\$4,825,770	\$1,861,974	\$1,940,658
Annual Contribution	\$2,342,588	\$2,529,995	\$2,656,495	\$2,789,320	\$2,928,786
End of FY Balance	\$3,438,152	\$4,263,148	\$2,093,873	\$3,021,219	\$4,009,347

Environmental Analysis

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

Recommendation

- Staff is seeking a recommendation for approval of the Gas Turbine Thermal Performance Upgrade Feasibility Study and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$300,000, to be funded from Maintenance Reserves.



2024 LEC Spring Outage Project

Rafael Santana
Plant Manager
October 9, 2023

LEC – Spring Outage Scope of Work

Planned Outage Dates- April 1 thru April 30, 2024

- HRSG Maintenance
 - New redesigned reheater 3 supports —————→
- Electrical Maintenance
- High Energy Piping Survey
- BOP Steam Valves Maintenance
- Cooling Tower Gearbox and Fill Replacement —————→
- Water Treatment Plant Maintenance
- Service Water Piping Replacement
- ST Annual Inspection (ASI)
- Scaffold and Insulation Support
- Rental Equipment



2024 Spring Outage Projected Costs

LEC 2024 Spring Outage Projected Costs

Balance of Plant	\$1,198,000
Electrical Systems	\$155,000
Gas Turbine	\$165,000
HRSG / Steam	\$1,061,649
Incidentals	\$230,000
Steam Turbine	\$255,000
Water Treatment	\$115,000
Contingency	\$300,000
	\$3,479,649

2024 LEC Spring Outage Funding

FY24 Budget

Fixed Maintenance	\$396,582
Service Water Piping	\$75,000
O&M Project Annual Outage	\$1,073,067
Maintenance Reserve	\$1,935,000
	\$3,479,649

LEC Maintenance Reserve Schedule

Balances

Maintenance Reserve Balance (6/30)	\$2,746,501
FY24 Contribution	\$2,169,063
Outage Work	-\$1,935,000
End of FY24 Balance	\$2,980,564

5-Year Maintenance Reserve Projections

	FY25	FY26	FY27	FY28	FY29
Project Spending	\$1,585,000	\$1,705,000	\$4,825,770	\$1,861,974	\$1,940,658
Annual Contribution	\$2,342,588	\$2,529,995	\$2,656,495	\$2,789,320	\$2,928,786
End of FY Balance	\$3,738,152	\$4,563,148	\$2,393,873	\$3,321,219	\$4,309,347

Environmental Analysis

- The CEC licensed NCPA's Lodi Energy Center facility on April 21, 2010. The CEC exercised its exclusive siting authority under its CEQA equivalent program and as such has adopted conditions of certification within its license to address environmental impacts of regular and routine maintenance at this facility. Thus, these activities have already been subject to CEQA equivalent review. To the extent the CEC's license does not cover the Lodi Energy Center 2024 Spring Outage, the proposed activities of the Lodi Energy Center facility's annual outage are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b), 15302(c), 15309 and 15311(c) (Classes 1, 2 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment.
- A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

Recommendation

- Staff is seeking approval from the Lodi Energy Center Project Participant Committee for the LEC 2024 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the LEC 2024 Spring Outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,479,649 with \$1,935,000 from Maintenance Reserves.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: XX

Date: September 25, 2023

Meeting Date: October 9, 2023

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center 2024 Spring Outage Project

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2024 Spring Outage Project and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,479,649.

Background

The Lodi Energy Center has a planned Spring outage scheduled from April 1, 2024 through April 31, 2024 for work related to the 2024 Spring outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2024 Spring outage.

Listed below are highlights of major work to be performed as a part of the 2024 Spring outage:

1. HRSG Maintenance
 - a. New redesigned reheater 3 supports
2. Electrical Maintenance
3. High Energy Piping Survey
4. BOP Steam Valves Maintenance
5. Cooling Tower Gearbox and Fill Replacement
6. Water Plant Maintenance
7. Service Water Piping Replacement
8. ST Annual Inspection (ASI)
9. Incidentals
 - a. Crane
 - b. Toilets
 - c. Trailers / Guard
 - d. Forklift / Manlift
 - e. Scaffold
 - f. Insulation
 - g. Confined Space
 - h. Rental Equipment

Selection Process

Steam Turbine work will be awarded to Siemens, as it falls under the LTP agreement between Siemens and NCPA. All other work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

Fiscal Impact

LEC 2024 Spring Outage Projected Costs	
Balance of Plant	\$1,198,000
Electrical Systems	\$155,000
Gas Turbine	\$165,000
HRSB / Steam	\$1,061,649
Incidentals	\$230,000
Steam Turbine	\$255,000
Water Treatment	\$115,000
Contingency	\$300,000
	\$3,479,649

The budgetary funds to complete the 2024 Spring outage include \$1,935,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$396,582 were anticipated in the Fixed Maintenance, \$1,073,067 in the O&M Project Annual Outage Project and Service Water Piping replacement \$75,000. All items are a part of the FY24 Routine O&M budget.

FY24 Budget	
Fixed Maintenance	\$396,582
Service Water Piping	\$75,000
O&M Project Annual Outage	\$1,073,067
Maintenance Reserve	\$1,935,000
	\$3,479,649

Environmental Analysis

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County.

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services



FY2023 Annual Billing Statement *Draft Results*

Sondra Ainsworth
October 2023

Annual Settlements Process

- Compare actual net costs to net collections
- Costs/revenue trued up monthly
 - CAISO costs/revenues
 - Energy and purchased power costs/revenues
 - Fuel and LDCs
 - GHG costs
 - Pipeline transport charges
- Costs/revenue trued up during settlements
 - A&G
 - Gen Services Shared
 - Power Management

Preliminary Results – Generation & Previously Credited Revenue

Generation	Planned	Actuals	Variance
MWh	1,626,895	1,180,308	(446,587)

• Generated 73% of expected output

Budget Net ISO Revenue Including Fuel	Actual Net ISO Revenue Including Fuel	Already Refunded or (Collected) thru Settlements
\$56.1m	\$35.7m	(\$20.4m)

Preliminary Results – Expenses

Expenses	Collections	Actuals	Refund / (Deficit)
O&M	\$11.00m	\$10.01m	\$922k
Labor	\$6.11m	\$5.80m	\$314k
Other Costs	\$176.04m	\$176.09m	(\$50k)
Projects	\$3.63m	\$4.74m	(\$1.11m)

- Increased costs for annual outage offset by reduced variable O&M

- Insurance costs were higher offset by lower A&G, PM, and Gen Svs Shared costs

- Project costs were higher due to additional work needed during annual outage

Preliminary Results – Revenues & Other

Revenues	Collections	Actuals	(Deficit)
Third Party Revenues	\$180.42m	\$181.47m	(\$1.05m)

- Revenues higher due to interest income

NET	Collections	Actuals	(Deficit)
Totals	\$16.36m	\$15.24m	\$1.12m

- Refund of ~\$1.12m to project participants
- Participants will have additional refund of ~\$43k for PM Service Revenue bringing net refund to ~\$1.16m

Encumbrances – Totaling 330k

- Hydrogen Advocacy
- Hydrogen Phase 2 Study
- HRSG Inlet Escape Platform

Preliminary Settlement Results

Participant	Project Surplus	PM Service Revenue Surplus	Net Surplus
Azusa	\$ 35,026	\$ 1,191	\$ 36,217
BART	82,986	2,821	85,807
Biggs	3,370	115	3,485
CDWR	353,795	14,320	368,115
Gridley	24,700	840	25,540
Healdsburg	20,656	702	21,358
Lodi	119,451	4,061	123,512
Lompoc	25,596	870	26,466
MID	64,926	4,580	69,506
Plumas-Sierra	9,879	336	10,215
PWRPA	33,544	1,140	34,684
SVP	323,766	11,006	334,772
Ukiah	22,455	763	23,218
Totals	\$ 1,120,150	\$ 42,745	\$ 1,162,895

Next Steps

- November 6, 2023: LEC PPC approval
- November 30, 2023: Commission approval
- NCPA Members
 - Credit memos issued and refunds deposited into GOR accounts
- Non-Members
 - Credit memos issued and refunds in accordance with Agency payment terms

Questions?