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LEC PPC Agenda

Subject: November 7, 2022 Lodi Energy Center Project Participant Committee Meeting

Location: via Teleconference

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

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

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You may participate in the meeting via teleconference hosted by:

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

Dial: 1-408-650-3123

Access Code: 903-028-005

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

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

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of {Meeting Date} Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for October 2022

5. Bidding Strategies Report

6. Market Data Report for October 2022

7. Monthly Asset Report for September 2022

CONSENT CALENDAR

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

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

9. Financial Report for September 2022 – Approve by all Participants

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

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

- 11. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the LEC PPC** – The Committee will discuss whether Governor Gavin Newsom’s Proclamation of a State of Emergency due to COVID-19 remains in force, whether as a result of the emergency and the conditions where Committee members are located (local conditions) are such that meeting in person would present imminent risks to the health or safety of attendees and thus, in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act, for a thirty-day period of November 7, 2022, through December 7, 2022, the LEC PPC should meet remotely.
- 12. TNT Industrial Contractors, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement TNT Industrial Contractors, Inc. for general T&M maintenance services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 13. Performance Mechanical, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Performance Mechanical, Inc. for general T&M maintenance services, with a not to exceed amount of \$4,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 14. NorCal Power Services, LLC First Amendment MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the Multi-Task General Services Agreement with NorCal Power Services, LLC for electrical maintenance related services, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 15. PMOA Schedule 1.00 Exhibit 5 Updates** – Staff is seeking a recommendation for approval of updates to PMOA Schedule 1.00 Exhibit 5 – CAISO Charges.
- 16. FY2022 Annual Billing Settlement Summary** – Staff is seeking a recommendation for approval of the FY2022 Annual Billing Settlements for the period of July 1, 2021 through June 30, 2022.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 17. 2023 LEC Spring Outage** – Staff is seeking a recommendation for approval of the 2023 LEC Spring Outage, including delegating 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, for a total cost not to exceed \$3,740,362.
- 18. Appointment of a New Chairperson for LEC PPC Committee** – Election of new Chairperson to conduct the business of the LEC Project Participant Committee.

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.

- 19. Appointment of a New Vice Chairperson for LEC PPC Committee** – Election of a new Vice Chairperson to conduct the business of the LEC Project Participant Committee.
- 20. PG&E Negotiated Gas Transmission Rate Agreement** – Staff is seeking a recommendation for approval of a Negotiated Gas Transmission Rate Agreement between NCPA and PG&E, including authorization for the General Manager to execute agreements as needed to extend the current negotiated rate terms.

INFORMATIONAL/ DISCUSSION ITEMS

- 21. Reserve and Security Deposit Policies Study** – Staff will present and discuss the updated draft recommendations of the deposit and reserve requirements study (as related to LEC) and seek any additional Committee feedback.
- 22. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

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

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



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Roseville, CA 95678

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LEC PPC Meeting Minutes

Date: Monday, 10, October, 2022
Time: 10:00 a.m. Pacific Standard Time
Location: Lodi Energy Center – via 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 10:00 a.m. by Chairman Burk. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Absent	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Schmidt	Present	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Present	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	6	74.8644%
Absent	7	25.1356%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	October 10, 2022	

Public Forum

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

3. Meeting Minutes

The draft minutes from the September 12, 2022 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 10/10/2022

Motion: The PPC approves the minutes from the September 12, 2022 Regular Meeting.

Moved by:

Gridley

Seconded by:

Santa Clara

Discussion: No further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	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	74.8644%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	25.1356%
Result: Motion Passes		

INFORMATIONAL ITEM

4. Reserve and Security Deposit Policies Study

Mark Beauchamp from Utility Financial Solutions, LLC presented and discussed the draft recommendations of the deposit and reserve requirements study (as related to LEC) and requested Committee input. Cora from PWRPA had requested to look at the actuals from 2022 to use as a comparison to the projections provided for 2023. Mark intends to return to present again with additional data, in the coming months.

MONTHLY REPORTS

5. Operational Report for September 2022

Ryan Johnson presented the Operational Report for September. There were no OSHA recordable accidents, no NERC/WECC or permit violations. There were 4 forced outages in the month. The Committee reviewed the outages. There are no changes to the 2023 outage schedule.

The operational report reflected monthly production of 100,052 MWH, 434 service hours, and equivalent operating availability of 88.3%. The report set for the Capacity Factor @ 302MW Pmax of 46%. There were 6 hot starts, 3 warm starts, and 2 cold starts during the month.

6. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for September 2022. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee

7. Market Data Report for September 2022

Bob Caracristi presented the operating and financial settlement results for the month. LEC was committed to CAISO 22 out of 27 available days. Most startups were for mid to long-term runs, with 11 24-hour runs in the month of September.

8. Monthly Asset Report

Rafael Santana presented the monthly asset report for August 2022. Rafael reviewed the actual vs budget costs. Rafael reviewed the monthly historical comparisons as well as the 12-month history.

Consent Calendar (Items 9 – 17)

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

Date: 10/10/2022

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **9.** Treasurer's Report for August 2022; **10.** Financial Report for August 2022; **11.** GHG Reports (excerpted from the Monthly ARB); **12.** Resolution 2022-14 to proclaim that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for a period of October 10, 2022, through November 9, 2022, pursuant to the Ralph M. Brown Act (Brown Act); **13.** Approval authorizing the General Manager to negotiate and bind renewal of the Agency's property insurance program for CY2023; **14.** Sunshine Metal Clad, Inc. MTGSA for routine maintenance services, not to exceed \$2,500,000 over five years, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **15.** Precision Iceblast Corporation First Amendment to MTGSA for inspection and maintenance services, increasing the not to exceed from \$1,000,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, Members/SCPPA; **16.** Exponential Power, LLC MTGSA for battery related services, not to exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, Members/SCPPA; **17.** Approval of updates to PMOA Schedule 1.00, Exhibit 5 CAISO Charges.

Moved by:

MID

Seconded by:

CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
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PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	74.8644%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	25.1356%
Result:	Motion Passes	

INFORMATIONAL ITEMS

18. FY2022 Annual Billing Settlements Review

Sondra Ainsworth presented a draft of LEC's FY2022 Annual Billing Settlement and encumbrances for the period of July 1, 2021 to June 30, 2022.

19. Additional Operational Updates

Rafael Santana provided an update on the hydrogen funding. The applications are now available and participating states may turn in their applications for funding as a hub. The funding being offered is 1.25bn. The Federal contribution will cover a 50% share with the State covering additional costs.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, November 7, 2022 at 10:00 a.m. Pacific Standard Time.

The meeting was adjourned at 10:59 a.m.

Submitted by: Danielle King

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 11/07/2022

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

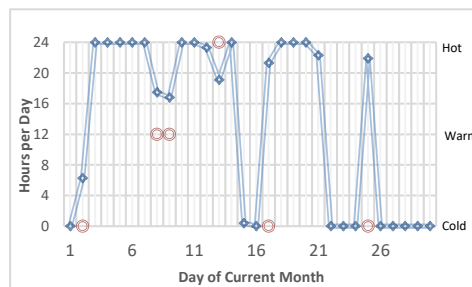
- 10/01 @ 00:00 - 10/15 @ 23:59; LEC plant de-rated to 240MW for HPST vibration issue

Planned Outage Summaries:

- April 1-30, 2023; Annual Maintenance Outage

Generating Unit Statistics:**Date:** 10/1/2022

1. Monthly Production 100,920 MWh
2. Productivity Factor
- a. Service Hours 413 Hours
- b. Service Factor 55.5 %
- c. Capacity Factor @ 302MW Pmax 44.9 %
- d. Hours/days load > 240 MW 110/7 h/d
3. Equivalent Operating Availability (EOA) 100.0 %
4. Forced Outage Rate (FOR) 0.0 %



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

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWh	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	7,033	2.37%	11,046	\$7,200
Seg. 3 275 - 284	6971	7,045	1.06%	14,196	\$4,197
Seg. 4 250 - 275	7081	7,114	0.46%	4,908	\$641
Seg. 5 225 - 250	7130	7,190	0.84%	65,657	\$15,650
Seg. 6 200 - 225	7200	7,378	2.47%	2,630	\$1,873
Seg. 7 175 - 225	7450	7,603	2.06%	451	\$276
Seg. 8 165 - 175	7760	8,159	5.14%	97	\$155
	7,164	7,360	2.01%	98,984	\$29,994

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	1	2	3
Start Time Benchmark (Minutes)	20		
Start Time Actual (Average Minute)	17	18	20
Start Time Deviation (%)	-15%	-13%	0%
Start Fuel Benchmark (mmBTU)	250		
Start Fuel Actual (Average mmBTU)	177	175	221
Fuel Deviation (%)	-29%	-30%	-12%
Costs of Fuel Deviations (\$)	-\$291	-\$598	-\$345



LEC PPC Meeting

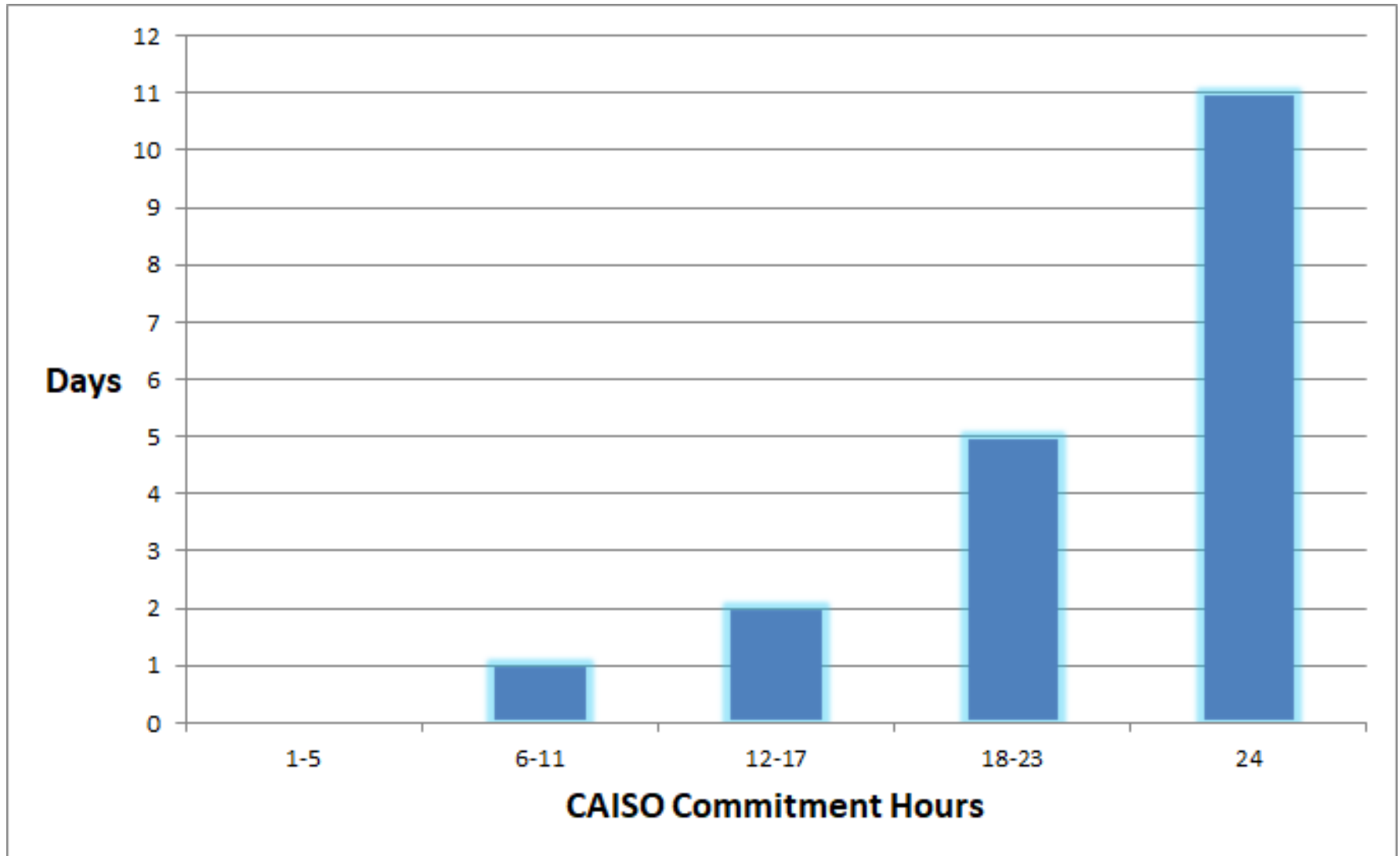
November 7, 2022

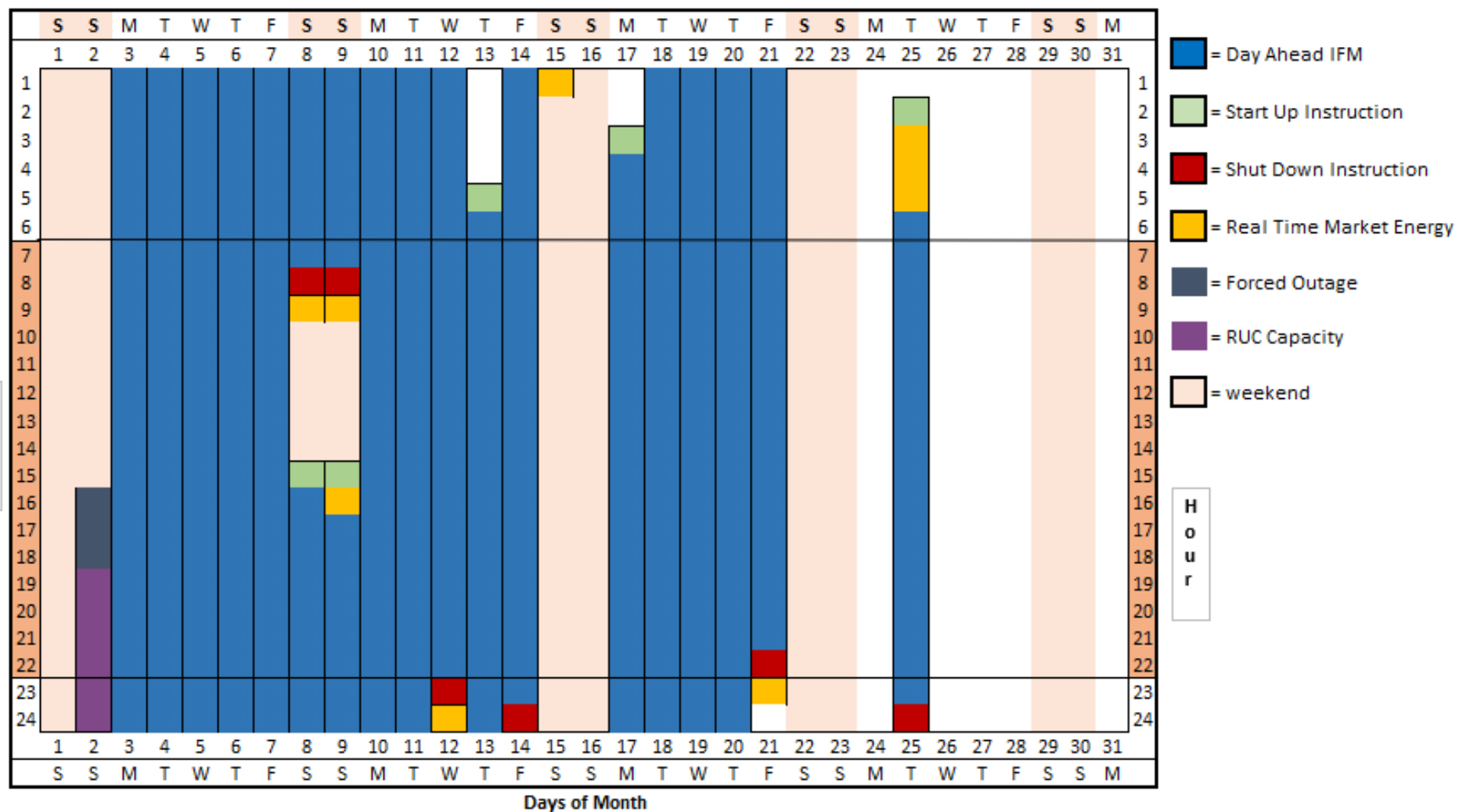
October 2022 Market Financial Results

LEC Operational Results for October 2022

- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 99.2% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Availability Incentive Payment:
 - \$3.4k for Generic RA based on claimed 59.1 MW
 - \$ 2.2k for Flexible RA based on claimed 81.2 MW
- LEC was committed by CAISO for Market energy 19 days of 31 available days
 - Twelve (12) days not committed due to economics;
 - Thirteen (13) total days of uninterrupted operations
 - There were six (6) starts during the month

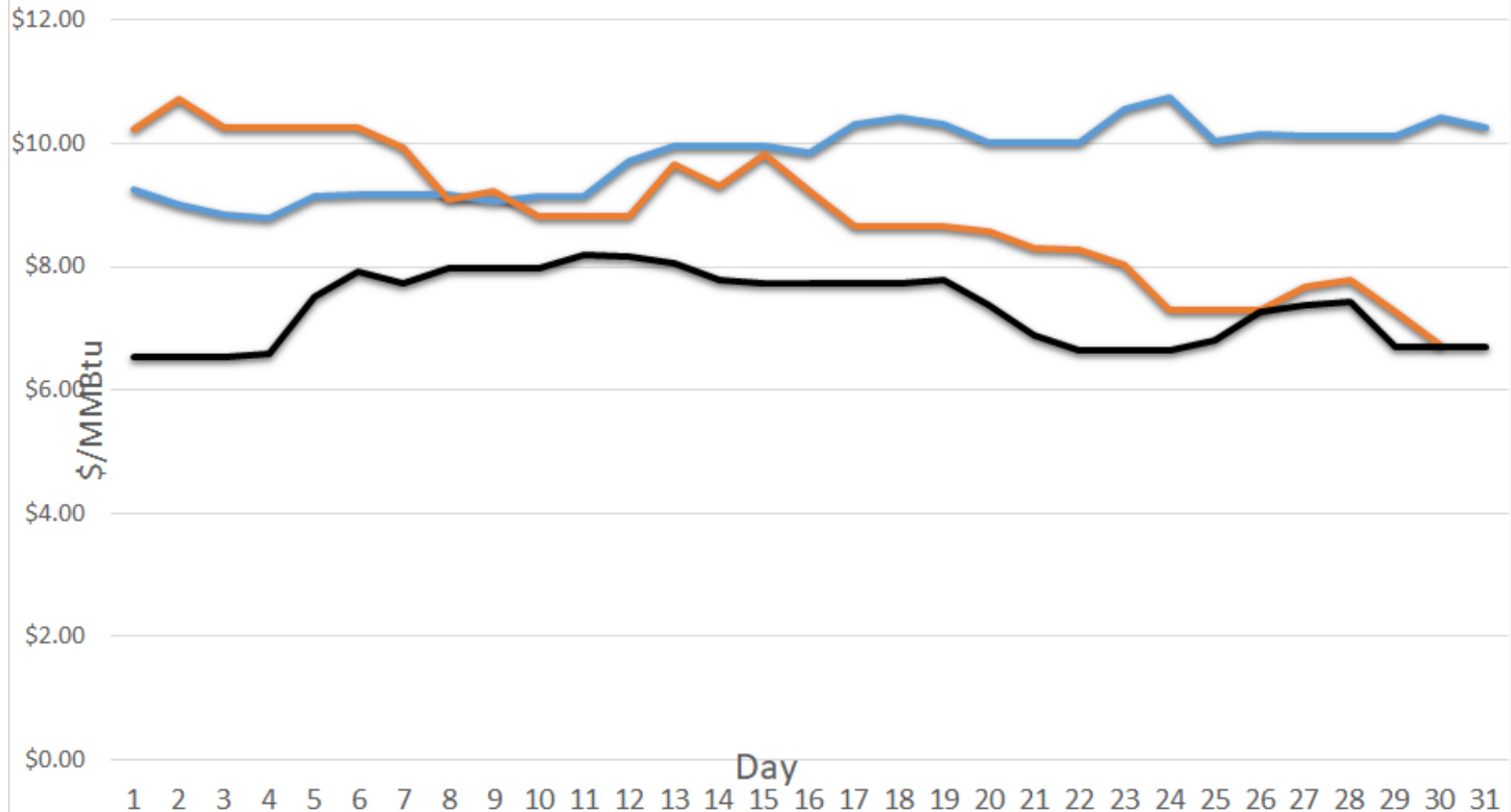
Frequency Tabulation of Daily CAISO commitment hours for October 2022





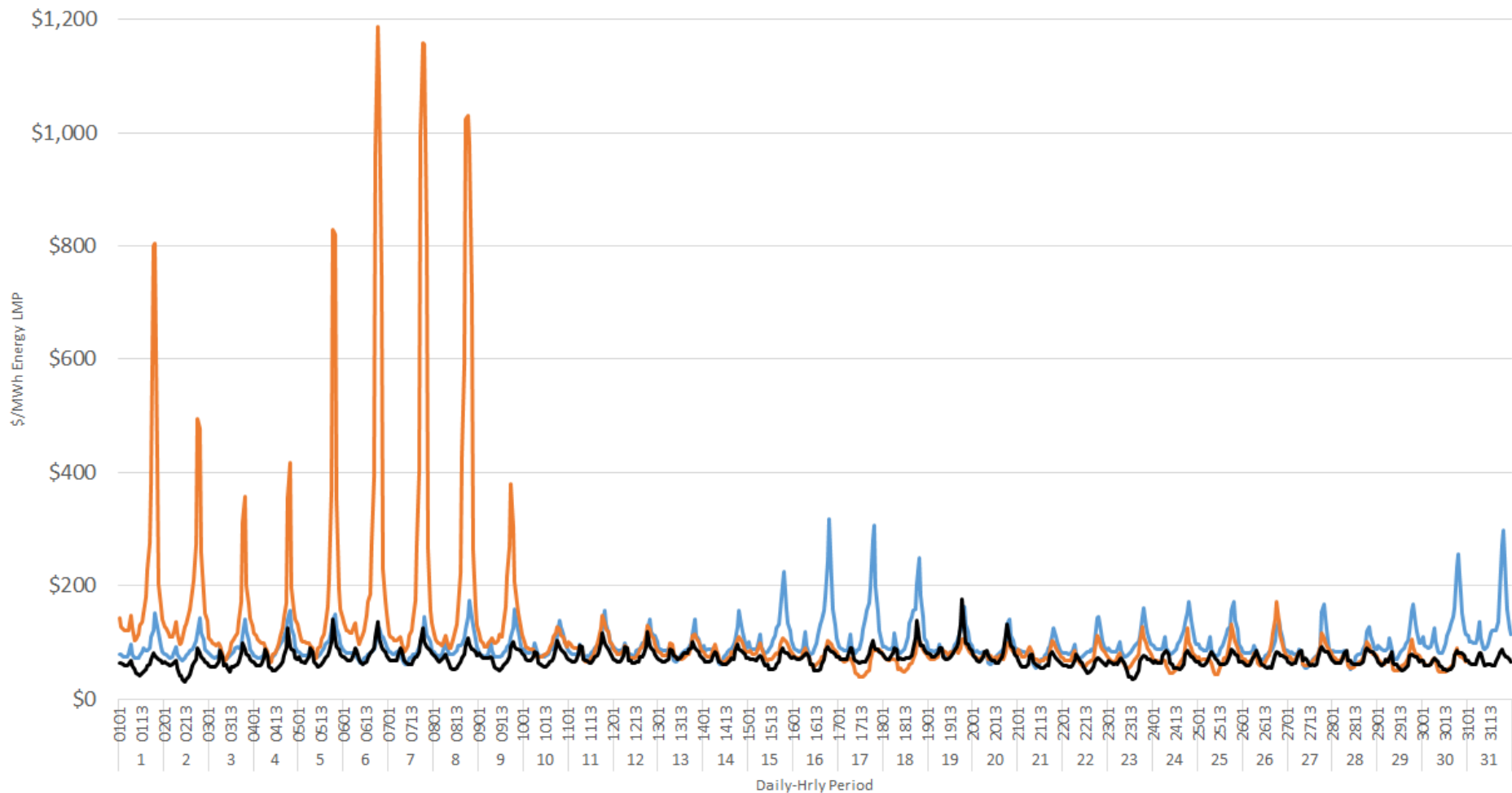
October 2022 Daily PG&E City Gate Gas Index

August 2022 September 2022 October 2022

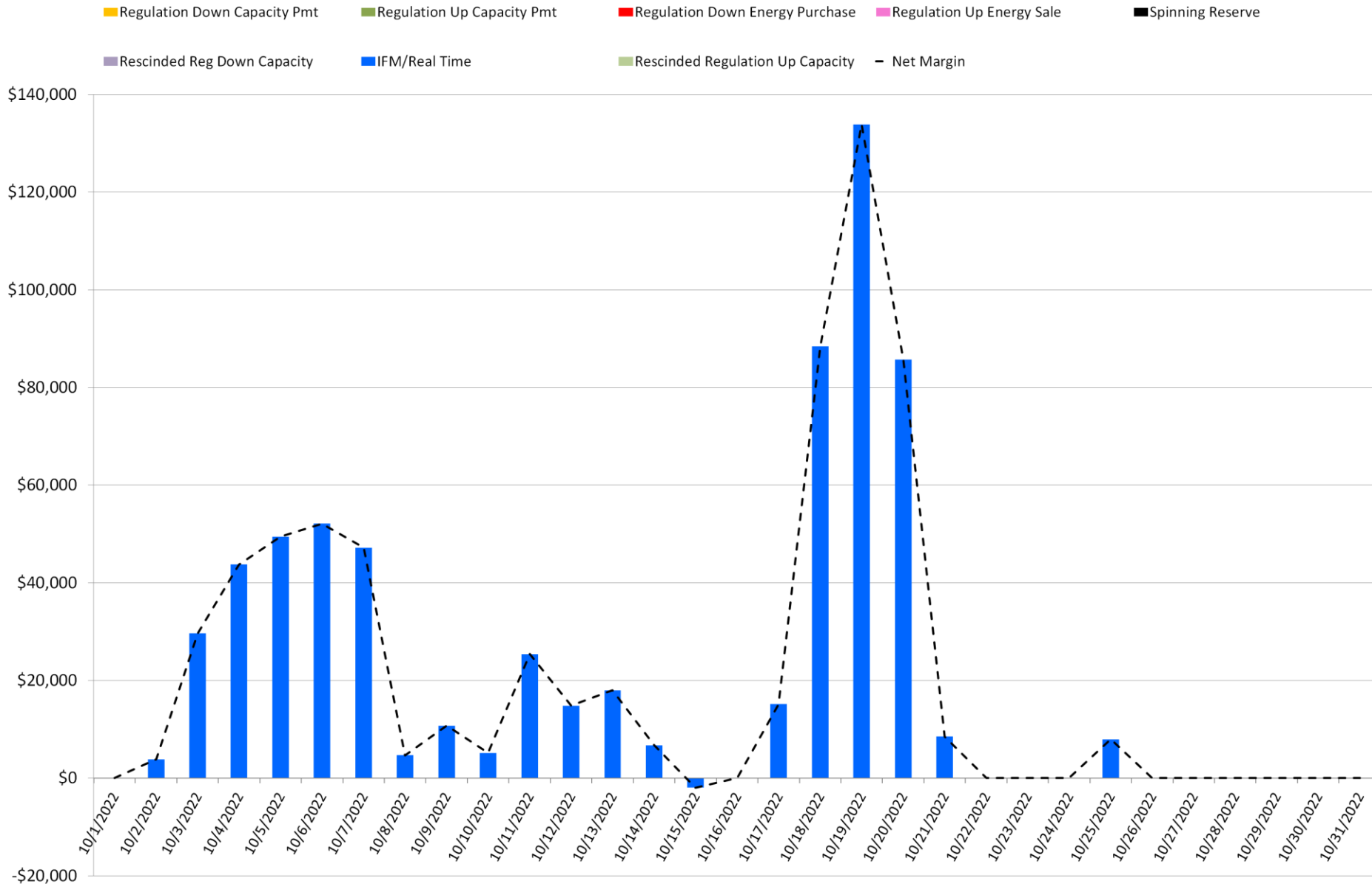


DA Energy LMP values by Month

— August 2022 — September 2022 — October 2022



October 2022 LEC Daily October Profile by Product



October 2022 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	8,023,400	
Regulation Up Capacity	\$	-	
Regulation Down Capacity	\$	-	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 8,023,400
LEC CAISO GMC Costs	\$	(33,300)	
CAISO Energy & Capacity Buyback Costs	\$	(182,800)	
Total Monthly LEC Fuel Cost	\$	(5,904,300)	
Total Monthly GHG Obligation	\$	(1,097,500)	
Variable Operations & Maintenance Cost	\$	(180,600)	
Total Gross Costs			\$ (7,398,500)
Cumulative Monthly Margin			\$ 624,900
13 Days of Accrued LT Maintenance Costs	\$	(197,349)	
Net Cumulative Monthly Margin			\$ 427,551
Average Net Margin \$/MWh			\$ 4.2

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

October 2022 Cost of Congestion Component

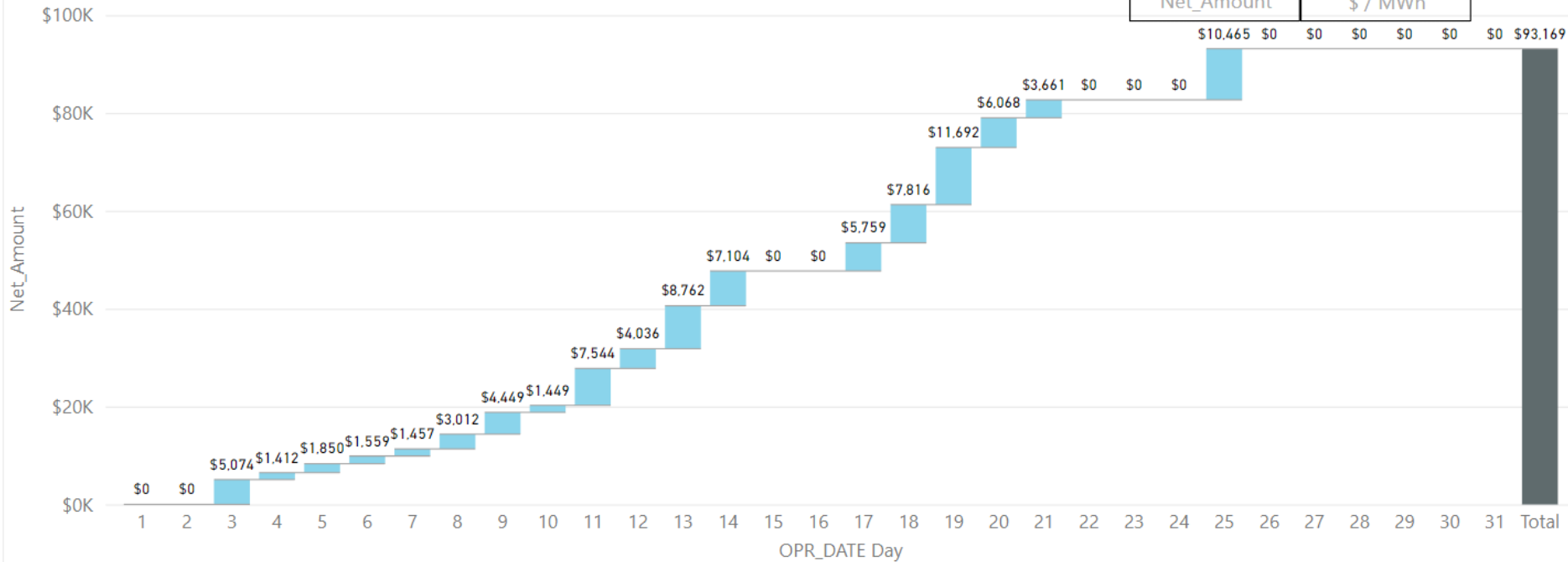
\$93,169

Net_Amount

\$0.92

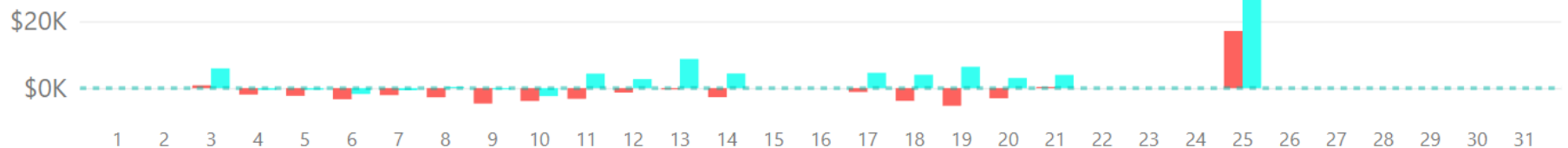
\$ / MWh

● Increase ● Decrease ● Total

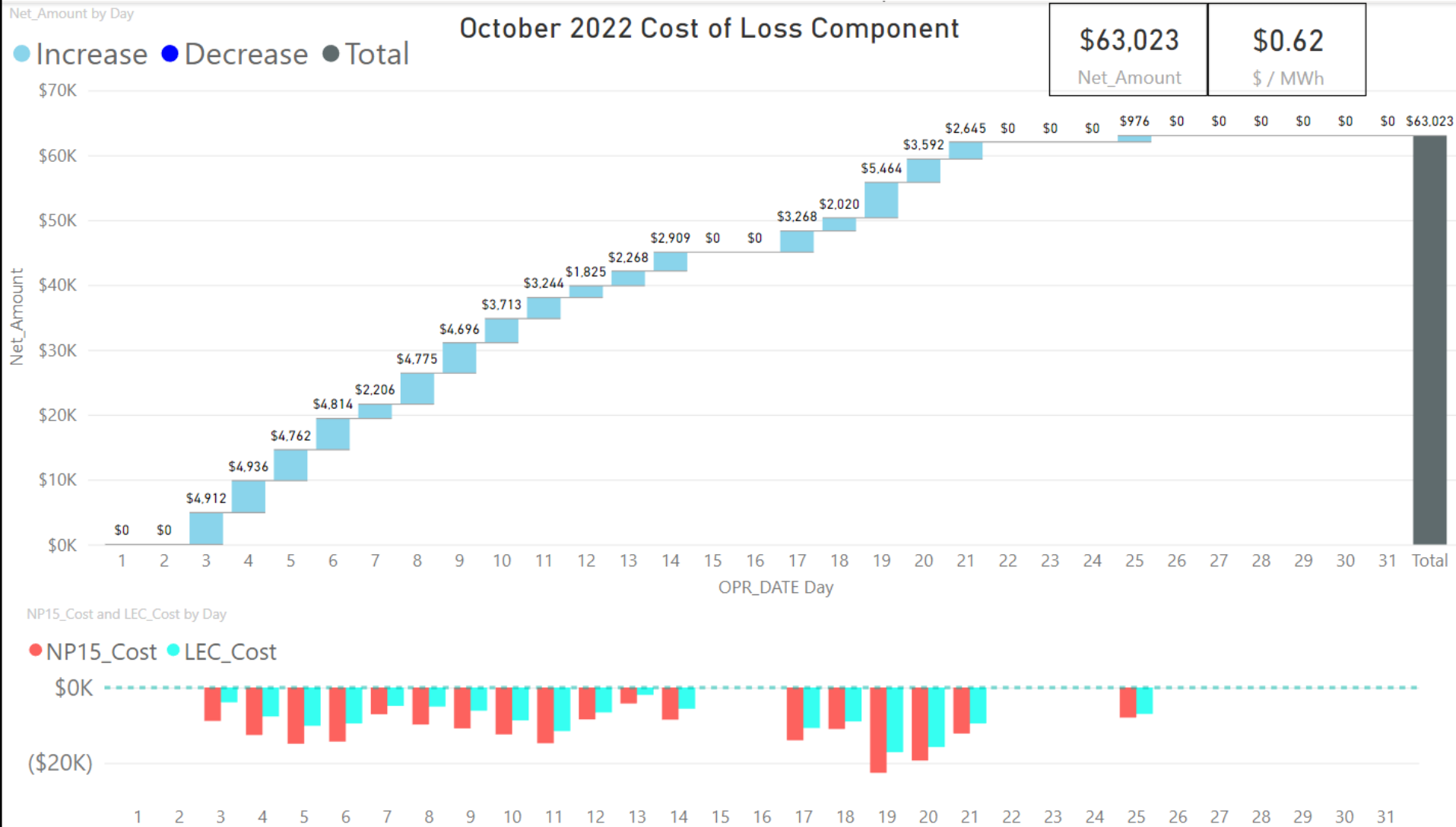


NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

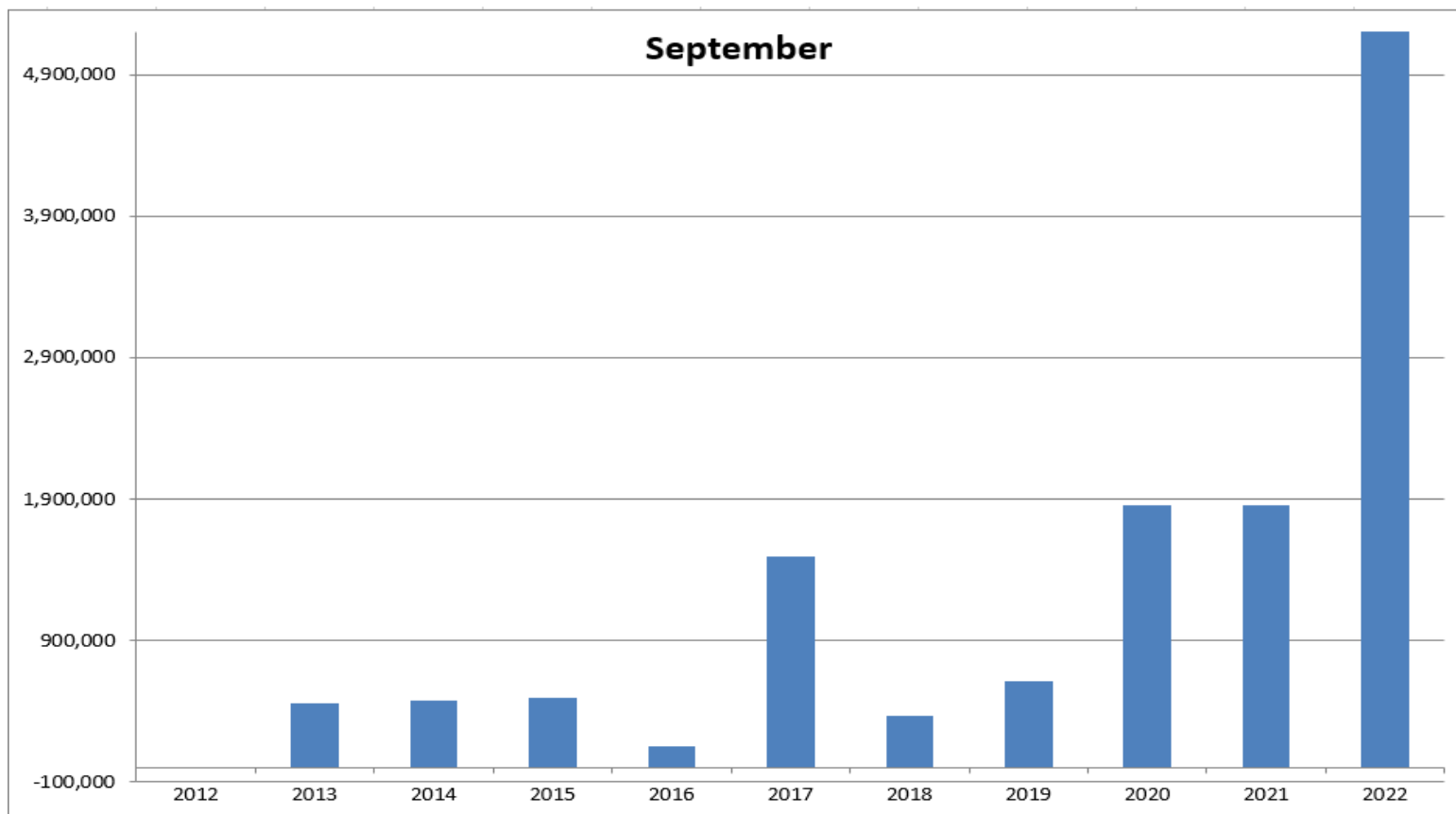


	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2023 Budget	Percent Used	Comments
VOM	4,095,484	12,532,232	10,546,727	9,459,874	7,404,715	14,825,176	15,676,120	10,745,990	8,099,318	0	6,273,552	7,810,737	107,469,925	94,127,609	114.2%	
Capacity Factor	23%	60%	46%	79%	36%	73%	71%	54%	40%	0%	35%	43%	47%	47%	100.0%	
Fuel Consumed (mmBTU, estimated)	383,556	967,914	736,096	1,273,133	608,749	1,183,154	1,154,489	848,153	702,628	0	622,241	698,440	9,178,552	11,557,251	79.4%	
Avg Fuel Cost (\$/mmBTU)	8.02	10.24	9.82	4.54	10.05	10.40	10.77	10.51	9.37	0.00	7.93	8.08	9.04	5.61	161.1%	Fuel cost was 76% higher vs. forecast
Power Produced (MWHr, estimated)	50,612	133,579	100,059	178,560	78,751	163,758	159,110	113,437	90,932	0	79,083	93,467	1,241,348	1,627,093	76.3%	Plant MWHr production down 48% vs forecast
Avg Power Price (\$/MWHr)	94.27	108.38	163.05	30.62	103.86	106.96	105.93	114.12	76.07	0.00	74.21	124.16	97.41	74.75	130.3%	Power Prices rose by 135% vs. forecast
Operations / Variable / LTSA	61,202	505,263	199,312	1,135,053	86,866	158,813	893,468	114,591	97,743	0	87,419	751,052	4,090,781	6,088,236	67.2%	
Fuel (estimated)	3,077,263	9,916,156	7,228,629	5,784,421	6,115,252	12,309,490	12,433,558	8,911,925	6,582,678	0	4,932,209	5,643,630	82,935,212	64,819,215	127.9%	
AB32 GHG Offset (estimated)	608,065	1,590,908	1,085,290	2,214,528	1,058,877	2,058,016	2,058,718	1,512,451	1,252,946	0	1,109,597	1,245,478	15,794,874	20,249,959	78.0%	
CA ISO Charges (estimated)	348,954	519,905	2,033,496	325,872	143,720	298,858	290,376	207,023	165,951	0	144,327	170,577	4,649,059	2,970,199	156.5%	
Routine O&M (Fixed)	1,488,545	341,261	1,087,702	1,158,364	994,526	947,526	1,294,501	936,026	991,663	1,193,663	1,029,532	1,254,406	12,717,715	12,741,784	99.8%	
Maintenance / Fixed	511,311	-394,386	390,161	240,863	240,863	240,863	350,000	240,863	275,000	325,000	275,000	240,863	2,936,400	3,151,902	93.2%	Outage Invoices
Administration	8,661	7,798	6,346	10,000	35,000	10,000	35,000	10,000	10,000	10,000	35,869	10,000	188,674	195,869	96.3%	
Mandatory Costs	57,504	32,740	17,496	14,000	17,000	20,000	16,000	8,500	30,000	32,000	42,000	26,880	314,120	365,380	86.0%	
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	680,683	430,671	430,326	650,515	458,677	433,677	650,515	433,677	433,677	583,677	433,677	733,677	6,353,446	6,112,796	103.9%	
Insurance	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	109,492	1,313,902	1,313,901	100.0%	
Power Management & Settlements	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	120,894	1,450,728	1,450,728	100.0%	
Other Costs	0	34,052	12,987	12,601	12,601	12,601	12,601	12,601	12,601	12,601	12,601	12,601	160,445	151,208	106.1%	
Projects	192,549	-14,837	214,028	279,280	529,280	279,280	279,280	309,280	279,280	279,280	279,280	279,280	3,185,262	3,631,362	87.7%	
Maintenance Reserve	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	167,366	2,008,392	2,008,392	100.0%	
Operations & Maintenance Projects	25,183	-182,203	46,662	111,914	111,914	111,914	111,914	111,914	111,914	111,914	111,914	111,914	896,870	1,342,970	66.8%	
Capital Projects	0	0	0	0	250,000	0	0	30,000	0	0	0	0	280,000	280,000	100.0%	
A&G	224,210	224,210	224,210	224,217	224,217	224,217	224,217	224,217	224,217	224,217	224,217	224,217	2,690,586	2,690,608	100.0%	
Administrative & General (Allocated)	189,197	189,197	189,197	189,198	189,198	189,198	189,198	189,198	189,198	189,198	189,198	189,198	2,270,372	2,270,375	100.0%	
Generation Services Shared	35,013	35,013	35,013	35,019	35,019	35,019	35,019	35,019	35,019	35,019	35,019	35,019	420,214	420,233	100.0%	
Total O&M Cost	6,000,788	13,082,866	12,072,667	11,121,736	9,152,738	16,276,199	17,474,119	12,215,513	9,594,479	1,697,161	7,806,582	9,568,640	126,063,488	113,191,363	111.4%	
Debt Service	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	2,166,350	25,996,202	25,996,203	100.0%	
Revenues	4,796,596	14,514,876	16,379,659	7,324,722	10,035,538	19,371,989	18,710,923	14,802,086	8,774,021	0	7,724,856	13,461,547	135,896,813	143,896,790	94.4%	
ISO Energy Sales (estimated)	4,771,209	14,476,684	16,314,404	5,468,282	8,179,098	17,515,550	16,854,484	12,945,647	6,917,581	0	5,868,417	11,605,107	120,916,462	121,619,515	99.4%	Higher revenue by 23% vs forecast
Other Income	25,387	38,192	65,255	1,856,440	1,856,440	1,856,440	1,856,440	1,856,440	1,856,440	0	1,856,440	1,856,440	14,980,351	22,277,275		
Net	(\$3,370,542)	(\$734,340)	\$2,140,642	(\$5,963,364)	(\$1,283,550)	\$929,440	(\$929,546)	\$420,223	(\$2,986,808)	(\$3,863,511)	(\$2,248,076)	\$1,726,557	(\$16,162,877)	\$4,709,224	Above budget by 443.22%	

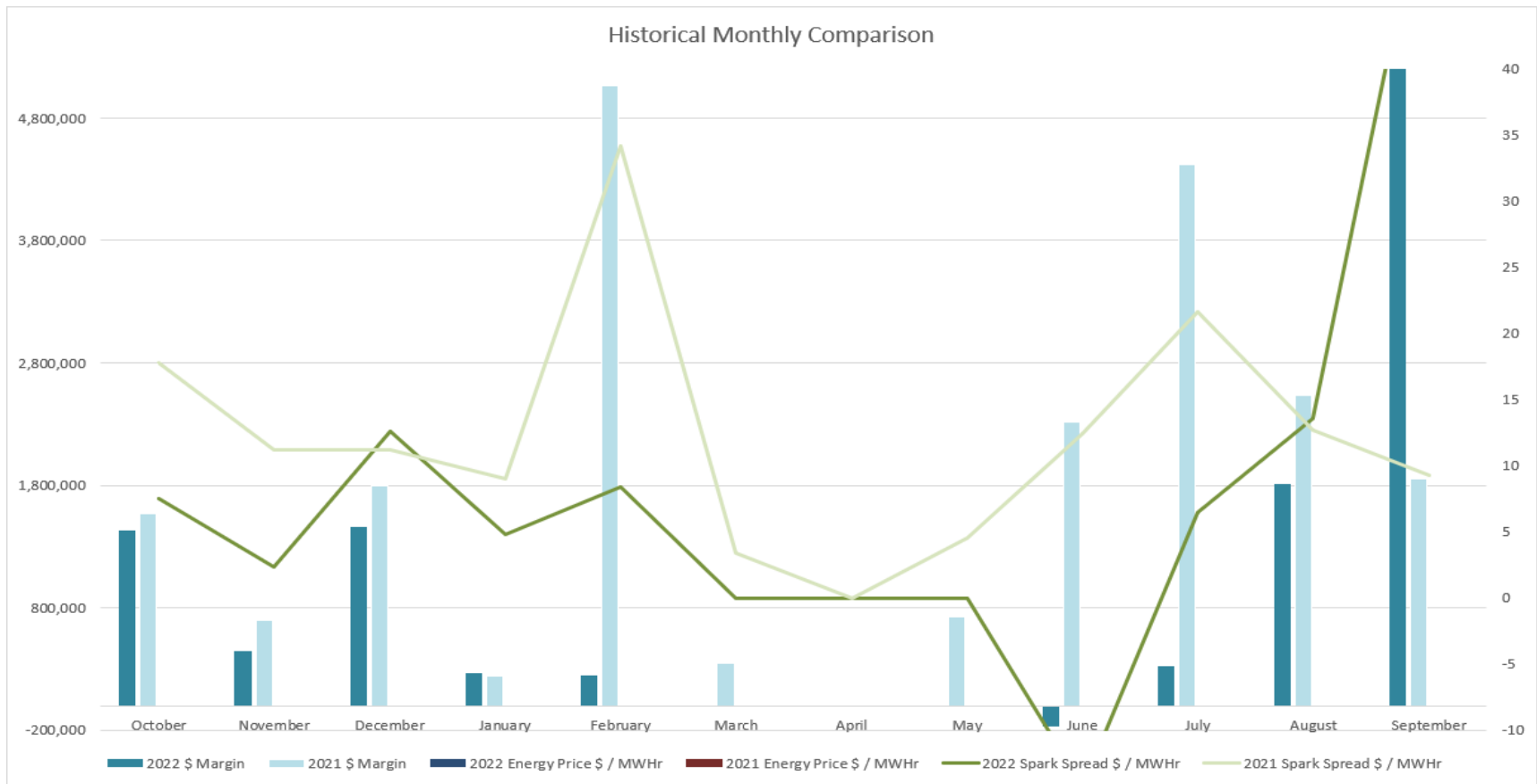
September Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	16,379,659	15,172,505	18,278,756	1,207,154	8%	Power prices ^135%
VOM	10,546,727	10,414,648	10,449,896	132,079	1%	Higher fuel prices ^76%
Fixed	1,087,702	939,526	939,526	148,176	16%	Outage Invoices
Projects	214,028	279,280	279,280	(65,252)	-23%	
A&G	224,210	224,217	224,217	(7)	0%	
Debt	2,166,350	2,166,350	2,166,350	(0)	0.00%	
Net Cost	2,140,642	1,148,483	4,219,487	992,159	86%	
Net Annual Cost		(16,162,877)	4,709,224	(\$20,872,101)		
				Above budget by 443.22%		

Historical Margins

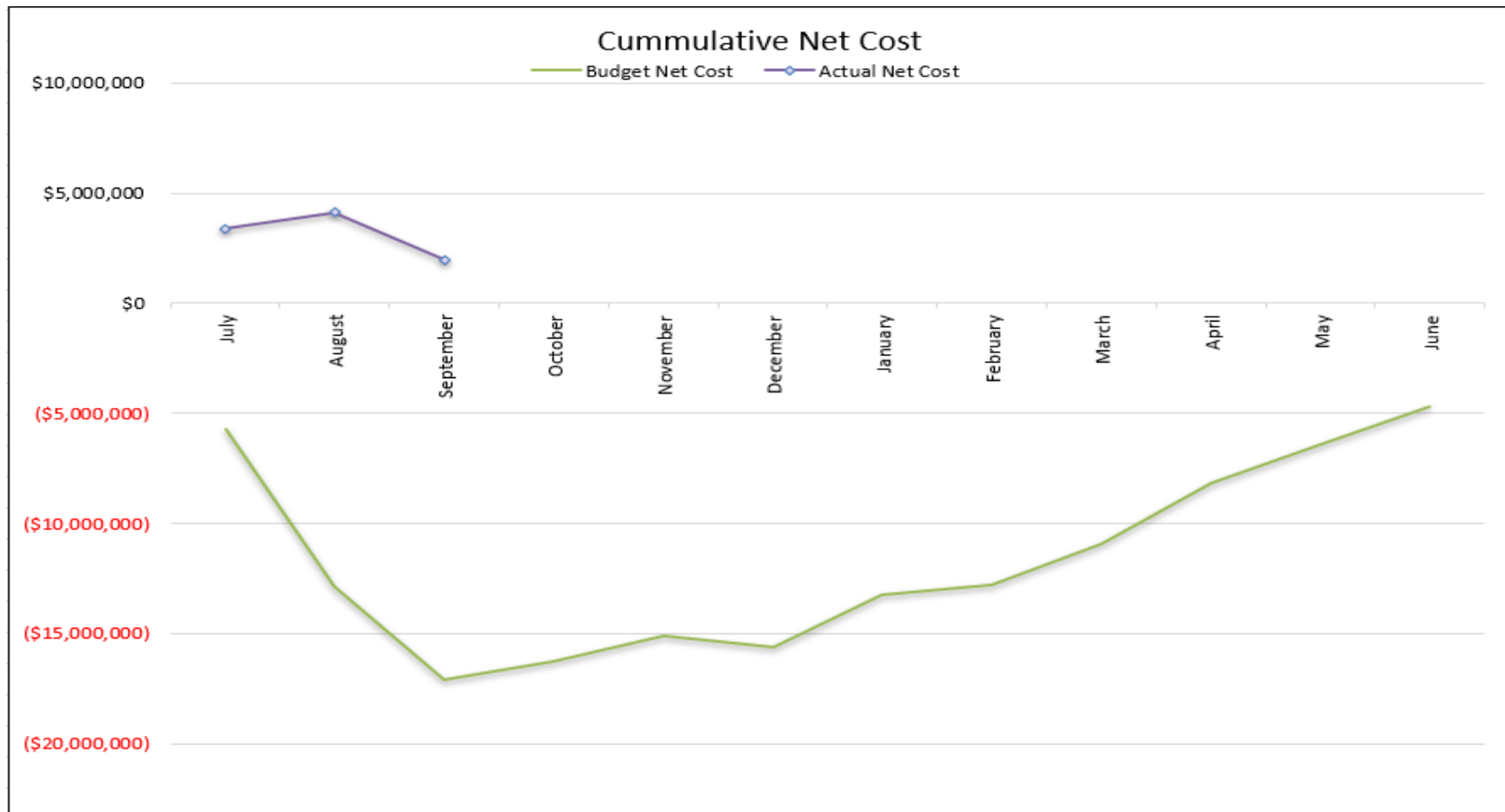


* Historical Margins for September are up from 2021 (1.8m) vs 2022 (5.5m)



* Spark Spread rose from \$13.56 (Aug) to \$56.00 (Sept)=\$42.44

* Margin comparison from Sept 2021 (1.8m) vs Sept 2022 (5.5m)



** On the cumulative chart, (historical asset reports) September was a record month when compared to historical results due to heatwave. We can expect from here out, that the actual trend will follow a historical pattern.



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: November 7, 2022
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended September 30, 2022

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

Cash - At month end cash totaled \$1,326.

Investments - The carrying value of the LEC's investment portfolio totaled \$33,659,682 at month end. The current market value of the portfolio totaled \$32,029,106.

The overall portfolio had a combined weighted average interest rate of 1.797% with a bond equivalent yield (yield to maturity) of 1.806%. Investments with a maturity greater than one year totaled \$14,194,000. During the month \$2,210,754 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 53 basis points from 2.84% to 3.37% and rates on one year T-Bills increased 74 basis points from 3.33% to 4.07%.

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

Environmental Analysis

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

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

SEPTEMBER 30, 2022

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DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 1,326	\$ 8,879,456	\$ 8,880,782	26.38%	\$ 8,872,978
Debt Service Reserve	-	12,572,381	12,572,381	37.35%	12,036,467
O & M Reserve	-	11,745,260	11,745,260	34.89%	10,657,076
	1,326	33,197,097	33,198,423	98.62%	31,566,521
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	462,585	462,585	1.38%	462,585
Participant Deposit Account	-	-	-	-	-
	\$ 1,326	\$ 33,659,682	\$ 33,661,008	100.00%	\$ 32,029,106

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 1	\$ 421	\$ -	\$ (2,166,680)	\$ 2,166,379	\$ 121
Debt Service Reserve	-	18,608	18,206	-	(36,814)	-	-
O & M Reserve	-	9,991	(3,331)	-	(6,660)	-	-
	-	28,600	15,296	-	(2,210,154)	2,166,379	121
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	600	-	-	(600)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 29,200	\$ 15,296	\$ -	\$ (2,210,754)	\$ 2,166,379	\$ 121

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
September 30, 2022

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,166,680	\$ (421)	\$ 14,908	\$ -	\$ -	\$ 2,181,167
Debt Service Reserve	36,814	(18,206)	13,399	-	-	32,007
O & M Reserve	6,660	3,331	(448)	-	-	9,543
	<u>2,210,154</u>	<u>(15,296)</u>	<u>27,859</u>	<u>-</u>	<u>-</u>	<u>2,222,717</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	600	-	-	-	-	600
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 2,210,754</u>	<u>\$ (15,296)</u>	<u>\$ 27,859</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,223,317</u>

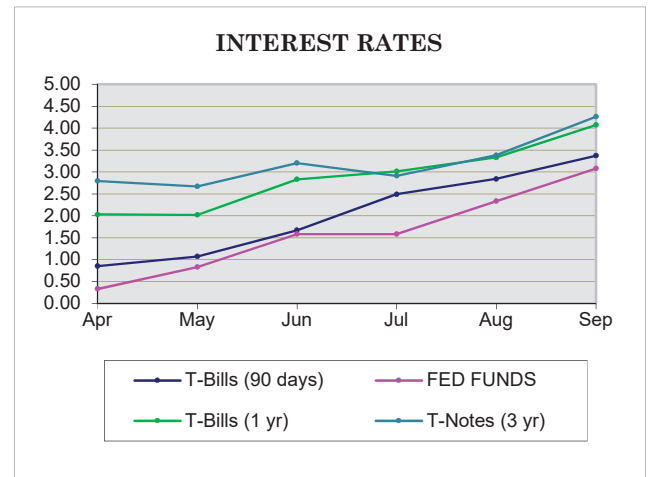
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(27,859)
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,195,458</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.797%	1.806%
Debt Service Account	2.681%	2.739%
Debt Service Reserve	1.589%	1.618%
O & M Reserve	1.333%	1.282%
GHG Cash Account	2.300%	2.300%

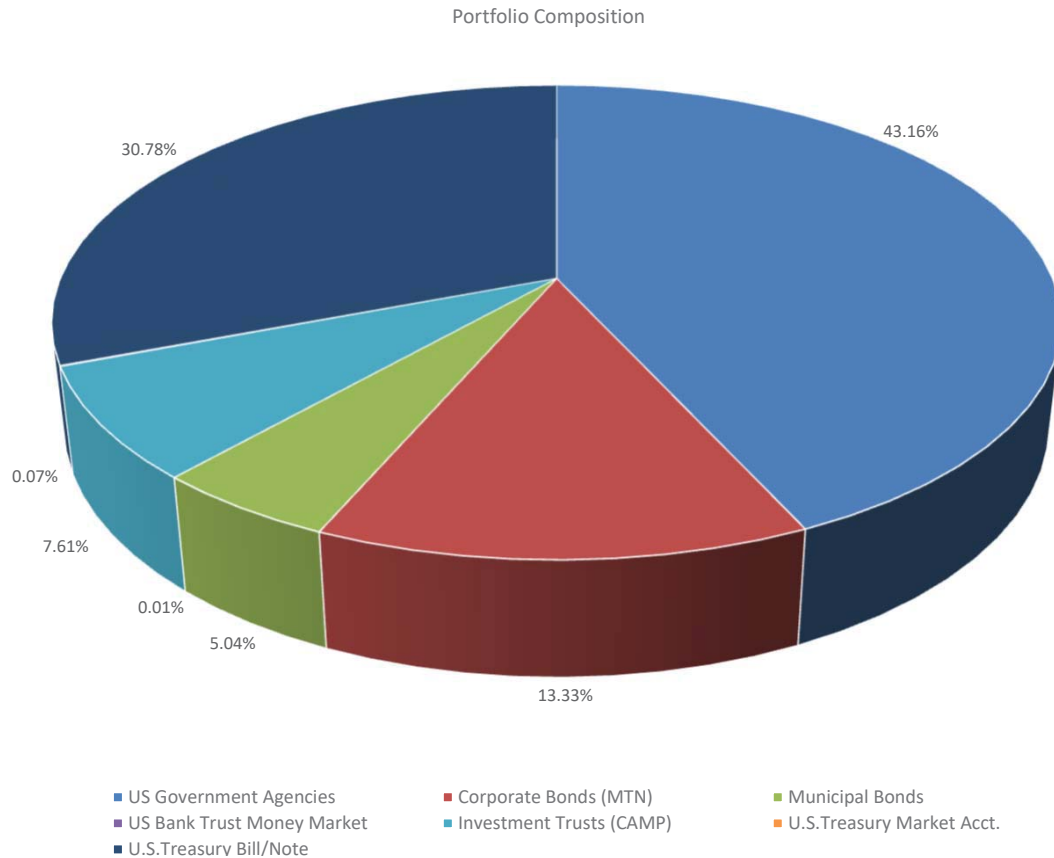
KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	3.08%	0.08%
T-Bills (90da.)	3.37%	0.03%
Agency Disc (90da.)	3.52%	0.07%
T-Bills (1yr.)	4.07%	0.08%
Agency Disc (1yr.)	4.08%	0.11%
T-Notes (3yr.)	4.26%	0.49%



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

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 6,554	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ 14,554	43.16%
Corporate Bonds (MTN)	-	-	-	-	-	4,494	-	4,494	13.33%
Municipal Bonds	-	-	-	-	-	1,700	-	1,700	5.04%
US Bank Trust Money Market	2	-	-	-	-	-	-	2	0.01%
Investment Trusts (CAMP)	2,565	-	-	-	-	-	-	2,565	7.61%
U.S.Treasury Market Acct.	23	-	-	-	-	-	-	23	0.07%
U.S.Treasury Bill/Note	-	10,383	-	-	-	-	-	10,383	30.78%
Total Dollars	\$ 2,590	\$16,937	\$ -	\$ -	\$ -	\$14,194	\$ -	\$ 33,721	100.00%
Total Percents	7.68%	50.23%	0.00%	0.00%	0.00%	42.09%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

09/30/2022

LEC Issue #1 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	CUSIP	Market Value	Investment #	Carrying Value
US Bank Trust	USB	483	0.005		483		1	0.005	483 SYS79004	483	79004	483
Federal Home Loan Ba	USBT	725,000	3.190	09/27/2022	720,888	11/30/2022	60	3.252	721,281 313385R40	721,145	27466	721,145
Federal Home Loan Ba	USBT	728,000	2.200	06/29/2022	721,104	12/01/2022	61	2.251	723,945 313385R57	725,286	27426	725,286
Federal Home Loan Ba	USBT	728,000	2.660	07/27/2022	721,169	12/01/2022	61	2.722	723,945 313385R57	724,719	27434	724,719
U.S. Treasury	USBT	113,000	1.550	06/03/2022	112,119	12/01/2022	61	1.583	112,462 912796P94	112,703	27413	112,703
U.S. Treasury	USBT	726,000	2.756	08/29/2022	720,776	12/01/2022	61	2.814	722,544 912796P94	722,610	27450	722,610
Fund Total and Average		\$ 3,020,483	2.657		\$ 2,996,539		61	2.715	\$ 3,004,560			\$ 3,006,946

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	301	0.005		301		1	0.005	301 SYS79012	301	79012	301
Federal Home Loan Ba	USBT	784,000	3.189	09/27/2022	779,554	11/30/2022	60	3.252	779,978 313385R40	779,832	27467	779,832
Federal Home Loan Ba	USBT	787,000	2.200	06/29/2022	779,545	12/01/2022	61	2.251	782,616 313385R57	784,066	27427	784,066
Federal Home Loan Ba	USBT	786,000	2.660	07/27/2022	778,624	12/01/2022	61	2.722	781,622 313385R57	782,457	27435	782,457
U.S. Treasury	USBT	60,000	2.149	06/15/2022	59,394	12/01/2022	61	2.202	59,714 912796P94	59,781	27417	59,781
U.S. Treasury	USBT	785,000	2.755	08/29/2022	779,351	12/01/2022	61	2.814	781,263 912796P94	781,334	27451	781,334
Fund Total and Average		\$ 3,202,301	2.690		\$ 3,176,769		61	2.749	\$ 3,185,494			\$ 3,187,771

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	670,000	3.189	09/27/2022	666,200	11/30/2022	60	3.252	666,563 313385R40	666,438	27468	666,438
Federal Home Loan Ba	USBT	673,000	2.200	06/29/2022	666,625	12/01/2022	61	2.251	669,251 313385R57	670,491	27428	670,491
Federal Home Loan Ba	USBT	673,000	2.660	07/27/2022	666,685	12/01/2022	61	2.722	669,251 313385R57	669,967	27436	669,967
U.S. Treasury	USBT	11,000	1.549	06/03/2022	10,914	12/01/2022	61	1.583	10,948 912796P94	10,971	27414	10,971
U.S. Treasury	USBT	670,000	2.756	08/29/2022	665,179	12/01/2022	61	2.814	666,811 912796P94	666,871	27452	666,871
Fund Total and Average		\$ 2,697,000	2.696		\$ 2,675,603		61	2.755	\$ 2,682,824			\$ 2,684,738
GRAND TOTALS:		\$ 8,919,784	2.681		\$ 8,848,911		61	2.739	\$ 8,872,978.			\$ 8,879,455

*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 09/30/2022



Northern California Power Agency
Treasurer's Report

09/30/2022

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	160	0.005		160		1	0.005	160	SYS79005	79005	160
U.S. Treasury	USBT	4,250,000	2.150	06/15/2022	4,207,105	12/01/2022	61	2.202	4,229,770	912796P94	27418	4,234,517
U.S. Treasury	USBT	514,000	1.952	06/21/2022	509,455	12/01/2022	61	1.997	511,553	912796P94	27422	512,299
U.S. Treasury	USBT	37,000	2.809	09/27/2022	36,812	12/01/2022	61	2.863	36,824	912796P94	27469	36,824
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,248	0.840	3,922,278	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,350	0.799	132,966	3130AN4T4	27270	150,407
Fund Total and Average		\$ 9,381,160	1.502		\$ 9,334,060		643	1.527	\$ 8,833,551			\$ 9,364,207

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	531	0.005		531		1	0.005	531	SYS79006	79006	531
U.S. Treasury	USBT	2,277,000	1.550	06/03/2022	2,259,255	12/01/2022	61	1.583	2,266,161	912796P94	27415	2,271,020
Fund Total and Average		\$ 2,277,531	1.550		\$ 2,259,786		61	1.584	\$ 2,266,692			\$ 2,271,551

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	698	0.005		698		1	0.005	698	SYS79013	79013	698
U.S. Treasury	USBT	154,000	1.549	06/03/2022	152,800	12/01/2022	61	1.583	153,267	912796P94	27416	153,596
U.S. Treasury	USBT	786,000	2.756	08/29/2022	780,344	12/01/2022	61	2.814	782,259	912796P94	27454	782,329
Fund Total and Average		\$ 940,698	2.556		\$ 933,842		61	2.611	\$ 936,224			\$ 936,623
GRAND TOTALS:		\$ 12,599,389	1.589		\$ 12,527,688		495	1.618	\$ 12,036,467.			\$ 12,572,381

*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 09/30/2022

Callable Dates:

Inv #

27199 FFCB Anytime

09/30/2022

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	0.742		0		1	0.742		0 SYS70047	70047	0
First American Govt.	USBC	22,609	2.010		22,609		1	2.010	22,609	SYS70041	70041	22,609
California Asset Mgm	CMP	2,102,318	2.300	09/09/2022	2,102,318		1	2.300	2,102,318	SYS70075	70075	2,102,318
Caterpillar Financia	USBC	465,000	3.250	02/03/2020	496,569	12/01/2024	792	1.776	451,245	14912L6G1	26952	479,168
Nashville Met Gov	USBC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,004	0.610	448,745	592112UB0	27176	500,000
Federal National Mtg	USBC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,032	0.579	896,700	3136G4D75	27047	1,000,566
Federal National Mtg	USBC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,052	0.600	894,760	3136G4G72	27057	1,000,000
Federal Farm Credit	USBC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,094	0.530	666,690	3133EMB4	27083	750,000
Federal Farm Credit	USBC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,094	0.530	597,064	3133EMB4	27084	670,000
Apple Inc.	USBC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,226	0.699	439,790	037833EB2	27170	500,000
JP Morgan	USBC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,307	1.200	430,290	48128G3G3	27222	500,000
MassMutual Global Fu	USBC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,384	1.050	868,500	57629WDE7	27250	1,005,524
Bank of America Corp	USBC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,425	1.250	84,764	06048WN22	27259	100,000
Caterpillar Financia	USBC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,444	1.227	435,715	14913R2Q9	27290	498,526
TSMC Arizona Corp.	USBC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,485	1.567	747,320	872898AA9	27335	856,034
Public Storage	USBC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,500	1.490	455,646	74460DAG4	27310	515,199
Public Storage	USBC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,500	1.475	941,374	74460DAG4	27341	1,065,030
City of Beverly Hill	USBC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,704	3.654	173,546	088006KB6	27424	180,285
Fund Total and Average		\$ 11,738,927	1.333		\$ 11,764,793		1021	1.282	\$ 10,657,076			\$ 11,745,259
GRAND TOTALS:		\$ 11,738,927	1.333		\$ 11,764,793		1021	1.282	\$ 10,657,076.			\$ 11,745,259

*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 09/30/2022

Callable Dates:

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



Northern California Power Agency
Treasurer's Report

09/30/2022

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		0	0.742		0		1	0.742	0	SYS70046	70046	0
California Asset Mgm	CMP	462,585	2.300	09/13/2022	462,585		1	2.300	462,585	SYS70077	70077	462,585
Fund Total and Average		\$ 462,585	2.300		\$ 462,585		1	2.300	\$ 462,585			\$ 462,585
GRAND TOTALS:		\$	462,585		\$ 462,585		1	2.300	\$ 462,585.			\$ 462,585

*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 09/30/2022



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

Subject: September 30, 2022 Financial Reports (Unaudited)

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

		September	
		2022	2021
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$	462,585	\$ 85,145
Interest receivable		33,793	38,056
Inventory and supplies - at average cost		2,252,372	2,451,615
Prepaid insurance		271,310	255,262
Due from (to) Agency, net		50,333,408	40,307,218
TOTAL CURRENT ASSETS		53,353,468	43,137,296
RESTRICTED ASSETS			
Cash and cash equivalents		4,332,666	8,716,695
Investments		28,865,756	29,287,862
Interest receivable		3,396	30,224
TOTAL RESTRICTED ASSETS		33,201,818	38,034,781
ELECTRIC PLANT			
Electric plant in service		447,458,697	410,208,080
Less: accumulated depreciation		(127,772,307)	(112,555,694)
TOTAL ELECTRIC PLANT		319,686,390	297,652,386
OTHER ASSETS			
Regulatory assets		29,578,901	26,348,992
TOTAL OTHER ASSETS		29,578,901	26,348,992
TOTAL ASSETS		435,820,577	405,173,455
DEFERRED OUTFLOWS OF RESOURCES			
Unamortized excess cost on advance refunding of debt, net		771,528	1,102,861
Asset retirement obligations		193,571	188,700
TOTAL DEFERRED OUTFLOWS OF RESOURCES		965,099	1,291,561
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$	436,785,676	\$ 406,465,016

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

	September	
	2022	2021
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 7,228,890	\$ 9,480,470
Operating reserves	12,984,368	16,462,916
Current portion of long-term debt	13,842,676	12,880,000
Accrued interest payable	4,256,315	4,375,597
TOTAL CURRENT LIABILITIES	38,312,249	43,198,983
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	461,985	99,006
Asset retirement obligations	193,571	188,700
Long-term debt, net	315,948,765	293,655,000
TOTAL NON-CURRENT LIABILITIES	316,604,321	293,942,706
TOTAL LIABILITIES	354,916,570	337,141,689
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	38,215,525	39,884,860
NET POSITION		
Invested in capital assets, net of related debt	3,238,858	4,950,991
Restricted	4,627,863	9,261,820
Unrestricted	35,786,860	15,225,656
TOTAL NET POSITION	43,653,581	29,438,467
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 436,785,676	\$ 406,465,016

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

		Three Months Ended September	
		2022	2021
SALES FOR RESALE			
Participants	\$	33,722,380	\$ 15,395,696
Other		35,563,341	42,498,786
TOTAL SALES FOR RESALE		69,285,721	57,894,482
OPERATING EXPENSES			
Operations		24,381,875	32,575,177
Depreciation		3,538,032	3,537,511
Purchased power		2,771,091	1,161,909
Maintenance		494,848	1,152,300
Administrative and general		1,436,333	1,492,704
Transmission		317,407	261,559
Intercompany (sales) purchases		105,039	91,190
TOTAL OPERATING EXPENSES		33,044,625	40,272,350
NET OPERATING REVENUES		36,241,096	17,622,132
OTHER REVENUES (EXPENSES)			
Interest expense		(3,264,015)	(3,356,828)
Interest income		1,355,190	78,501
Amortization		-	-
Insurance reimbursements		-	-
Other		2,521,261	2,092,247
TOTAL OTHER REVENUES (EXPENSES)		612,436	(1,186,080)
FUTURE RECOVERABLE AMOUNTS		(142,571)	(3,458,611)
INCREASE IN NET POSITION		36,710,961	12,977,441
NET POSITION			
Beginning of year		6,942,620	16,461,026
End of period	\$	43,653,581	\$ 29,438,467

**Lodi Energy Center
FY 2023 Operating Costs
As of September 30, 2022**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Variable Costs					
Variable	\$ 6,088,236	\$ 765,777	\$ 5,322,459	87%	
Fuel & LDC Costs	64,819,215	20,707,891	44,111,324	68%	A
GHG Allowance Costs	20,249,959	960,364	19,289,595	95%	
CA ISO Charges	1,080,335	317,407	762,928	71%	
CA ISO Energy Purchases	1,889,864	2,771,091	(881,227)	0%	B
Total Variable Costs	94,127,609	25,522,530	68,605,079	73%	
Routine O&M Costs					
Fixed O&M	3,151,902	507,086	2,644,816	84%	
Administration	195,869	22,805	173,064	88%	
Mandatory Costs	365,380	107,741	257,639	71%	C
Routine O&M Costs without Labor	3,713,151	637,632	3,075,519	83%	
Labor	6,112,796	1,541,681	4,571,115	75%	
Total Routine O&M Cost	9,825,947	2,179,313	7,646,634	78%	
Other Plant Costs					
Debt Service	25,996,203	6,499,051	19,497,152	75%	
Insurance	1,313,901	328,475	985,426	75%	
Other Costs	151,208	47,039	104,169	69%	D
Generation Services Shared	420,233	105,039	315,194	75%	
Administrative & General (Allocated)	2,270,375	567,591	1,702,784	75%	
Power Management Allocated Costs	1,450,728	362,682	1,088,046	75%	
Total Other Plant Costs	31,802,648	7,909,877	23,692,771	75%	
Total O&M Costs	135,556,204	35,611,720	99,944,484	74%	
Projects					
Operations & Maintenance	1,342,970	(110,358)	1,453,328	108%	
Capital	280,000	-	280,000	100%	
Maintenance Reserve	2,008,392	502,098	1,506,294	75%	
Total Projects	3,631,362	391,740	3,239,622	89%	
Annual Cost	139,187,566	36,003,460	103,184,106	74%	
Less: Third Party Revenue					
Interest Income	250,000	128,834	121,166	48%	
ISO Energy Sales	121,619,515	35,464,122	86,155,393	71%	
Ancillary Services Sales	2,317,565	99,220	2,218,345	96%	
GHG Allowance Credits	19,709,710	960,364	18,749,346	95%	
Other Income	-	645	(645)	0%	
	143,896,790	36,653,185	107,243,605	75%	
Net Annual Cost to Participants	\$ (4,709,224)	\$ (649,725)	\$ (4,059,499)	86%	

Total Variable Costs	94,127,609	25,522,530	68,605,079
Total Fixed Costs	45,059,957	10,480,930	34,579,027
	<u>\$ 139,187,566</u>	<u>\$ 36,003,460</u>	<u>\$ 103,184,106</u>

Net Cumulative Generation (MWh)	1,626,895	284,256
Total O&M Cost Per MWh	\$ 83.32	\$ 125.28
Net Annual Cost Per MWh	\$ (2.89)	\$ (2.29)

Footnotes:

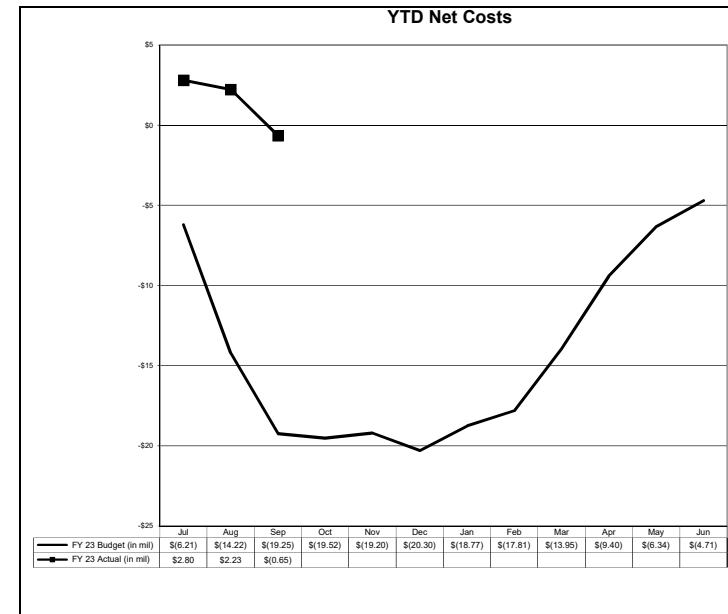
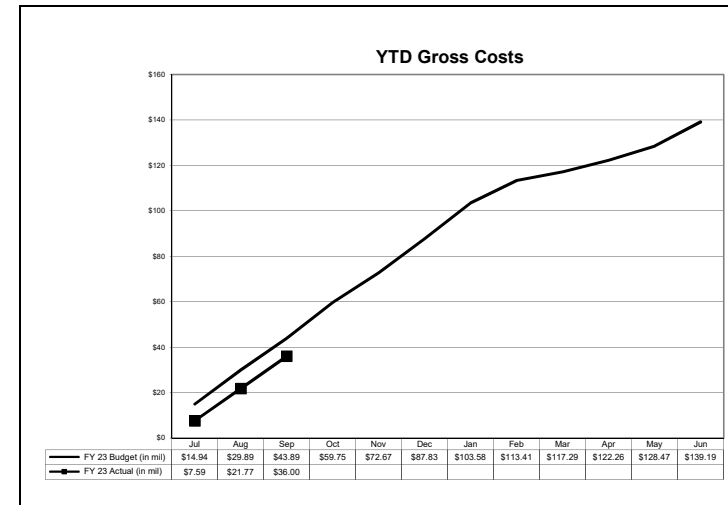
General - The plant ran 23 out of 31 days during the month.

A - Higher fuel costs due to higher summer demands on natural gas during the summer and costs reached \$10/mmBtu.

B - Higher CAISO energy purchases due to imbalance energy settlement costs.

C - Expenditure for annual permit fees which are expected to levelize by year end.

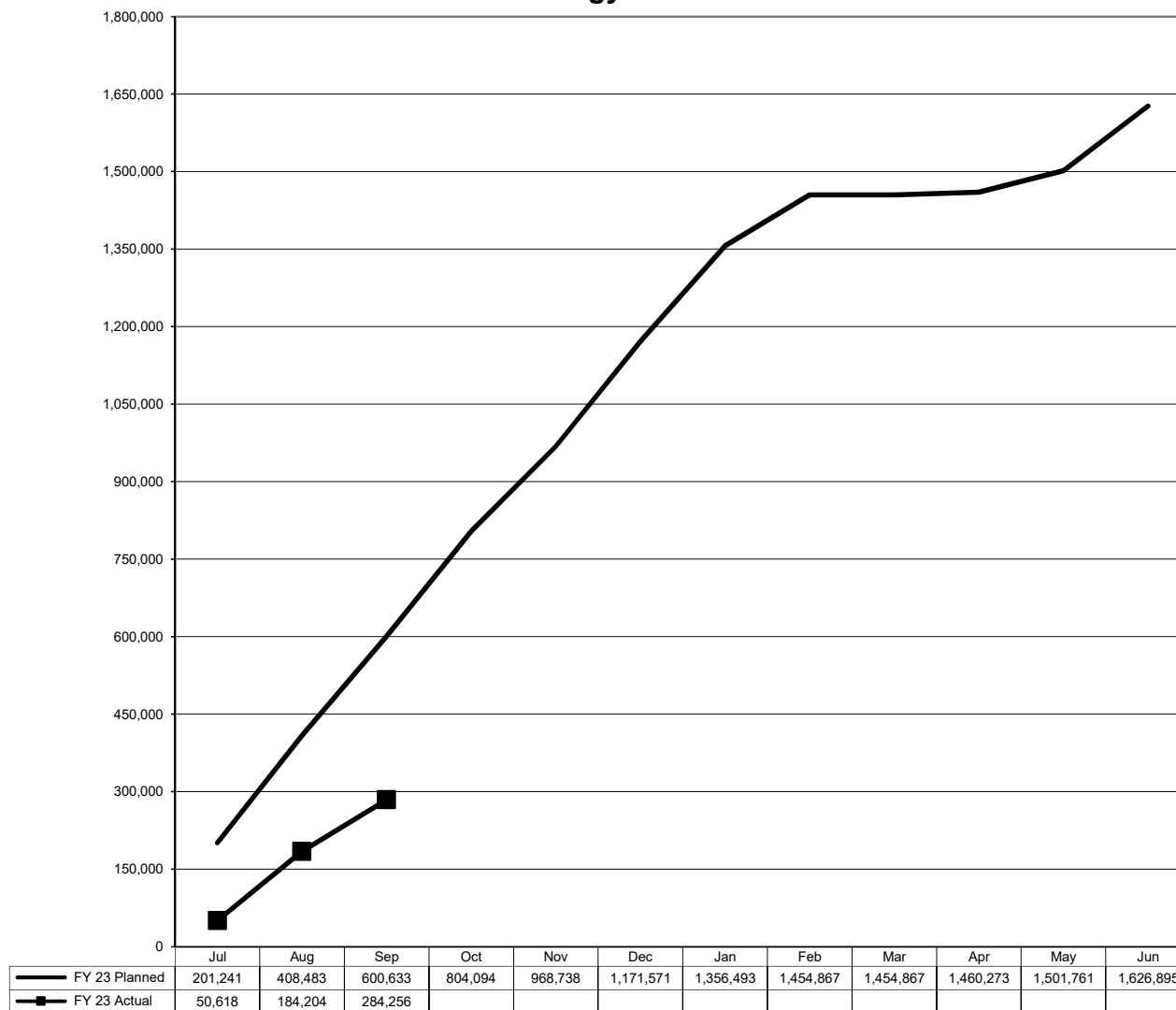
D - Expenditure for trustee and debt fees which are expected to levelize by year end.



**Annual Budget
LEC Generation Analysis
Planned vs. Actual
FY 2023**

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

	CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual								Estimated				CY 2022	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	55,697	29,584	0	0	0	15,031	50,618	133,586	145,858	106,163	136,327	177,251	850,115	11,233,385
Gas Schedule (MMBtu)	403,195	220,591	0	0	0	123,728	388,460	972,424	1,131,859	823,822	1,057,896	1,375,467	6,497,442	81,131,649
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	21,758	11,904	0	0	0	6,677	20,963	52,477	61,081	44,458	57,089	74,227	350,634	4,386,320
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	633,125	645,029	645,029	645,029	645,029	651,706	672,669	725,146	786,227	830,685	887,774	962,001	962,001	962,001
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	69,263
Auction Allowances	55,655	0	223,522	0	0	100,000	19,000	0	80,537	0	0	0	478,714	4,531,389
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	55,655	0	223,522	0	0	100,000	19,000	0	80,537	0	0	0	478,714	4,600,652
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	55,655	0	223,522	0	0	100,000	19,000	0	80,537	0	0	0	478,714	4,646,974
Cumulative MT Account Balance (MTA)	805,740	805,740	1,029,262	1,029,262	1,029,262	1,129,262	1,148,262	1,148,262	1,228,799	1,228,799	1,228,799	1,228,799	1,228,799	1,228,799
MTA Shortfall (MT)	(172,615)	(160,711)	(384,233)	(384,233)	(384,233)	(477,556)	(475,593)	(423,116)	(442,572)	(398,114)	(341,025)	(266,798)	(266,798)	(266,798)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	461,028	0	0	0	461,028
Monthly GHG Price	29.65	29.82	34.22	30.17	30.35	34.75	30.70	30.88	35.27	31.23	31.40	35.80		

[illegible]

	CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual									Estimated			CY 2022	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	55,697	29,584	0	0	0	15,031	50,618	133,586	100,052	106,163	159,352	176,124	826,207	11,209,477
Gas Schedule (MMBtu)	403,195	220,591	0	0	0	123,728	388,460	972,424	731,580	823,822	1,236,569	1,366,723	6,267,092	80,901,299
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	21,758	11,904	0	0	0	6,677	20,963	52,477	39,480	44,458	66,731	73,755	338,203	4,373,889
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	633,125	645,029	645,029	645,029	645,029	651,706	672,669	725,146	764,626	809,084	875,815	949,570	949,570	949,570
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	69,263
Auction Allowances	55,655	0	223,522	0	0	100,000	19,000	0	80,537	1,257	0	0	479,971	4,532,646
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	55,655	0	223,522	0	0	100,000	19,000	0	80,537	1,257	0	0	479,971	4,601,909
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,418,853
Total Monthly Activity (MT)	55,655	0	223,522	0	0	100,000	19,000	0	80,537	1,257	0	0	479,971	4,648,231
Cumulative MT Account Balance (MTA)	805,740	805,740	1,029,262	1,029,262	1,029,262	1,129,262	1,148,262	1,148,262	1,228,799	1,230,056	1,230,056	1,230,056	1,230,056	1,230,056
MTA Shortfall (MT)	(172,615)	(160,711)	(384,233)	(384,233)	(384,233)	(477,556)	(475,593)	(423,116)	(464,173)	(420,972)	(354,241)	(280,486)	(280,486)	(280,486)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	0	461,028	0	0	461,028
Monthly GHG Price	30.69	30.88	35.61	31.26	31.45	36.18	31.82	32.01	36.74	32.39	32.58	37.31		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

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

Proposal

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

Background

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

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

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

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

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

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

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

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

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

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


Fiscal Impact

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

Environmental Analysis

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

Submitted by:



JANE E. LUCKHARDT
NCPA General Counsel

Attachments: 1

- Proposed Resolution 2022-15

RESOLUTION NO. 2022-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEANE BURK, CHAIR

ATTEST: _____
ASSISTANT SECRETARY



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

Subject: TNT Industrial Contractors, 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 TNT Industrial Contractors, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various routine, recurring and usual T&M maintenance 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 an agreement in place for similar services with Performance Mechanical, RAM Mechanical, TCB Industrial and Wagner Mechanical.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with TNT Industrial Contractors, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TNT INDUSTRIAL CONTRACTORS, 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 TNT Industrial Contractors, Inc., a corporation with its office located at 3800 Happy Lane, Sacramento CA 95827 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 202_ ("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** TWO MILLION dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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:

TNT Industrial Contractors, Inc.
Attention: Joshua Twist
3800 Happy Lane
Sacramento, CA 95827

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

TNT INDUSTRIAL CONTRACTORS, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

JOSHUA TWIST,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

TNT Industrial Contractors, Inc. ("Contractor") shall provide T&M maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Piping work
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Troubleshooting Underground piping maintenance
- Outage support
- Rotating Equipment Alignment
- Structural steel work as necessary to provide access for necessary facility maintenance

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:

Please see following pages for current rates effective June 30, 2023.

NCPA acknowledges that Contractor's rates are subject to change. Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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

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

TNT Industrial Contractors Inc., is pleased to offer the following time and material rates for skilled labor craftsmen for your Sacramento, California facility

These rates are effective through June 30, 2023

Classification	Straight Time	Overtime	Double-time
<u>Pipefitter Journeyman</u>	\$120.69	\$154.88	\$189.05
<u>Pipe Welder / Foreman</u>	\$130.93	\$170.25	\$209.56
<u>Superintendent</u>	\$135.73	\$177.44	\$219.14
<u>Carpenter</u>	\$123.05	\$161.22	\$204.12
<u>Laborer</u>	\$87.34	\$113.47	\$139.58
<u>Shop man / Truck Driver</u>	\$87.34	\$113.47	\$139.58
<u>Project Manager</u>	\$120.00		
<u>Sr. Project Manager</u>	\$130.00		

Working Hours: - Straight time pay for the first 8 hours in a regular working shift, and time and one half pay up to 10 hours. After 10 hours they shall receive double time pay. On Saturdays, Pipefitters receive time and one half for the first 10 hours of work, and double time after 10 hours. On Sundays and holidays Pipefitters will receive double-time pay.

Show up time: - Workers whom show up for work and no work is provided shall receive the following show up time pay: Pipefitters – 4 hours, Laborers – 2 hours. This is language that is in our collective bargaining agreements. We will organize and manage our projects to make sure our craftsmen are properly utilized to prevent all non-productive expenditures.

Shop Fabrication: - Any shop fabrication that takes place will have a \$175 fee per day.

Equipment: - All rental equipment will be charged at local rental rates plus 10% overhead and 10% profit.

Materials: - Will be billed at cost plus 10% overhead and 10% profit markup.

Subcontractors: Will be billed at cost plus ten percent markup. Our payment terms are Net Fifteen Days.

Bookkeeping services will be billed at \$75.00 per hour, not to exceed forty hours per work week.

These rates are subject to change due to insurance or other unforeseen costs. You will be notified in advance of any possible changes.

Equipment	Standard Equipment Stock 3/4T Truck	T & M Per Hourly Rate	T & M Per Day Rental Price
Cutting torch setup	Yes	\$ 5.00	\$ 40.00
Bandsaw, portable	Yes	\$ 1.88	\$ 15.00
Air impact wrenches		\$ 3.13	\$ 25.00
Chain hoist	Yes	\$ 8.75	\$ 70.00
Cable come-a-long	Yes	\$ 1.88	\$ 15.00
Magnetic drill press		\$ 6.25	\$ 50.00
7.5 Ton boom truck		\$ 62.50	\$ 500.00
Forklift 4K electric		\$ 18.75	\$ 150.00
Portable generator		\$ 6.25	\$ 50.00
Electrical distribution panel		\$ 7.50	\$ 60.00
Gang box		\$ 3.13	\$ 25.00
Ironworker / press		\$ 18.75	\$ 150.00
Multi ton rollers		\$ 3.13	\$ 25.00
9 inch grinder	Yes	\$ 1.88	\$ 15.00
4.5 inch grinder	Yes	\$ 1.13	\$ 9.00
Straight grinder	Yes	\$ 2.50	\$ 20.00
Roto-hammer	Yes	\$ 3.13	\$ 25.00
Gas cut-off saw		\$ 6.25	\$ 50.00
Electric cut-off saw 10"		\$ 6.25	\$ 50.00
7.25" worm drive carpenter saw	Yes	\$ 3.13	\$ 25.00
Pipe cutter 1/2" - 4"	Yes	\$ 3.13	\$ 25.00
Pipe roller	Yes	\$ 10.00	\$ 80.00
Pipe alignment clamp	Yes	\$ 1.25	\$ 10.00
Hydrostatic test pump (10,000 psig)		\$ 6.25	\$ 50.00
Fabrication table		\$ 1.25	\$ 10.00
Builders level		\$ 3.13	\$ 25.00
Laser level w/ tri-pod		\$ 6.25	\$ 50.00

Tri-pod pipe vise	Yes	\$ 3.13	\$ 25.00
Pipe jacks	Yes	\$ 0.63	\$ 5.00
Threading Machine 1/2" - 2"		\$ 12.50	\$ 100.00
Auto wire feed welders		\$ 9.38	\$ 75.00
250 Amp (gas) portable welder w/ 50' leads		\$ 17.00	\$ 136.00
250 & 300 amp (480/3/60) portable welder w/ 50' leads		\$ 14.00	\$ 112.00
Weld lead, 50 feet		\$ 1.88	\$ 15.00
Stud welder		\$ 12.50	\$ 100.00
150A Tig welder (110/1/60)		\$ 12.50	\$ 100.00
Plasma torch (480/3/60)		\$ 9.38	\$ 75.00
1/2 & 3/4 Ton pick up truck		\$ 24.00	\$ 192.00
1 Ton 12ft. Flatbed		\$ 33.00	\$ 264.00
24 ft. Flat Bed Truck		\$ 37.00	\$ 296.00
PVC heater		\$ 1.88	\$ 15.00
Takeuchi T285 Mini Excavator		\$ 62.5	\$ 500.00
Gehl 10K Extendable Forklift		\$ 62.50	\$ 500.00
310 Deere Backhoe		\$ 50.00	\$ 400.00
Sullair 185 cfm Air Compressor		\$ 18.75	\$ 150.00
2 axle Dump Trailer		\$ 15.00	\$ 120.00
Gas Powered Wacker		\$ 12.50	\$ 100.00
Victaulic Groover		\$ 12.50	\$ 100.00
PAC III Walk behind concrete saw (plus blade replacement)		\$ 16.00	\$ 128.00

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

TNT Industrial Contractors, 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.: 13

Meeting Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Performance Mechanical, 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 Performance Mechanical, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$4,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Various routine, recurring and usual T&M maintenance 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 an agreement in place for similar services with RAM Mechanical, TCB Industrial, TNT Industrial and Wagner Mechanical.

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 \$4,000,000 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 Performance Mechanical, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PERFORMANCE MECHANICAL, 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 Performance Mechanical, Inc., a California corporation, with its office located at 701 Willow Pass Road, Suite 2, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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** FOUR MILLION dollars (\$4,000,000.00) 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.
- 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:

Performance Mechanical, Inc.
Attention: Dimitri Hrovat
701 Willow Pass Road, Suite 2
Pittsburg, CA 94565

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

PERFORMANCE MECHANICAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

DIMITRI HROVAT,
Vice President - CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Performance Mechanical, Inc. ("Contractor") shall provide routine, recurring and usual T&M maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Piping work and installation
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Troubleshooting
- Underground piping maintenance
- Outage support
- Rotating Equipment Alignment
- Such structural steel work as necessary to provide access for necessary facility maintenance

Contractor may provide services at all Project Site Locations.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Please see following pages for current rates effective July 1, 2022 through June 30, 2023.

NCPA acknowledges that Contractor's rates are subject to change. Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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

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



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

NCPA

San Joaquin County

Labor Rates Effective:	1-Jul-22	To	30-Jun-23			
	ST	TH	DT	ST	TH	DT
BOILERMAKERS						
JOURNEYMAN	124.82	167.08	209.34			
ASST FOREMAN	126.61	169.59	212.57			
FOREMAN	128.40	172.10	215.79			
GENERAL FOREMAN	139.17	187.20	235.22			
SUPERINTENDENT	146.35	197.25	248.16			
HELPER	64.62	83.64	102.66			
APPR 1	103.30	136.90	170.51			
APPR 2	106.88	141.93	176.98			
APPR 3	110.47	146.96	183.45			
APPR 4	114.06	151.99	189.92			
APPR 5	117.65	157.02	196.40			
APPR 6	121.23	162.05	202.87			
CARPENTERS						
JOURNEYMAN	117.77	147.25	176.72			
FOREMAN	134.37	170.51	206.66			
GENERAL FOREMAN	152.35	195.73	239.11			
LABORERS						
JOURNEYMAN	86.31	106.02	125.73			
FOREMAN	90.61	112.05	133.48			
MILLWRIGHTS						
JOURNEYMAN	123.30	154.22	185.13			
FOREMAN	136.16	172.25	208.33			
GENERAL FOREMAN	141.17	179.27	217.37			
APPR 1	70.10	88.65	107.20			
APPR 2	78.35	98.44	118.54			
APPR 3	86.84	108.48	130.13			
APPR 4	90.69	113.88	137.06			
APPR 5	107.92	132.65	157.38			
APPR 6	111.76	138.04	164.32			
APPR7	115.61	143.43	171.26			
APPR8	119.46	148.83	178.20			
				PIPEFITTERS - Sacramento		
				Shop		
PIPEFITTERS - FIELD						
JOURNEYMAN	121.47	150.68	179.89	119.62	150.91	182.20
GALVANIZED						
WELDER	135.43	161.57	196.27	119.62	150.91	182.20
FOREMAN	135.43	161.57	196.27	132.08	168.38	204.67
GENERAL FOREMAN	140.45	167.96	204.46	136.77	174.95	213.13
SUPERINTENDENT	148.80	178.56	218.04	144.54	185.84	227.15
APPR 1	58.05	71.19	84.33	58.23	70.75	83.27
APPR 2	68.37	82.97	97.57	62.13	76.21	90.29
APPR 3	73.81	89.87	105.94	66.02	81.67	97.31
APPR 4	79.30	96.82	114.35	69.91	87.12	104.33
APPR 5	84.74	103.72	122.71	88.48	107.25	126.03



Performance Mechanical, Inc.

General Engineering Contractor

California License No. 475516



An EMCOR Company

APPR 6	90.23	110.68	131.12	92.37	112.71	133.05
APPR 7	95.68	117.59	139.49	96.26	118.17	140.07
APPR 8	101.41	124.77	148.14	100.16	123.63	147.09
APPR 9	106.88	131.70	156.53	104.05	129.08	154.12
APPR 10	112.37	138.66	164.94	107.94	134.54	161.14
FIELD STAFF						
EST/PROJECT MGR	143.00	200.00	258.00			
PROJECT ENGINEER	110.00	153.00	196.00			
FIELD ENGINEER	92.00	127.00	162.00			
SCHEDULER	136.00	191.00	246.00			
QC	134.00	189.00	243.00			
SAFETY	105.00	146.00	187.00			
TIMEKEEPER	54.00	74.00	95.00			
CLERICAL	49.00	67.00	85.00			

NOTE: PMI RESERVES THE RIGHT TO ISSUE CHANGES AS NEGOTIATED
WITH THE UNIONS/AND OR CHANGES RELATED TO OTHER VARIABLES
WITHIN THE RATE STRUCTURE.



PERFORMANCE MECHANICAL, INC.
EQUIPMENT RENTAL RATES

EFFECTIVE JULY 1, 2022
EXPIRE JUNE 30, 2023

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
ROLLING EQUIPMENT (LESS OPERATOR):			
* DUMP-TRUCK, 2 AXLE	290.00	875.00	2,650.00
* FLATBED TRUCK, 1 TON	205.00	610.00	1,850.00
* FLATBED TRUCK, 5-TON	255.00	765.00	2,315.00
* FORKLIFT, 5000#, INDUSTRIAL PNEUMATIC	215.00	640.00	1,950.00
* FORKLIFT, 5 TON, (GRADALL or LULL)	405.00	1,210.00	3,650.00
* BACKHOE, CASE 580 OR EQUAL	355.00	1,040.00	3,150.00
EXTENSION BOOM FOR FORKLIFT	20.00	65.00	200.00
MANUAL MECHANICAL LIFT (HYLIFT)	35.00	100.00	300.00
TRASH HOPPER FOR FORKLIFT	20.00	65.00	200.00
MAN BASKET FOR CRANE	20.00	60.00	120.00
PICKUP TRUCK WITH RACK	180.00	550.00	1,650.00
CONTRACTORS UTILITY TRUCK (CIVIL WORK)	230.00	700.00	2,100.00
IRONWORKER CREW TRUCK, incl welder	300.00	900.00	2,700.00
PIPEFITTER WELDER TRUCK, incl welder	300.00	900.00	2,700.00
ELECTRIC CART	65.00	200.00	600.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

2/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
ROLLING EQUIPMENT (Continued):			
UTILITY VEHICLE (JOHN DEERE GATOR)	80.00	250.00	750.00
PIPE WAGON	60.00	180.00	550.00
TRAILER W/500 GALLON WATER TANK	75.00	230.00	700.00
HYDRO TEST PUMP AND TRAILER	550.00	1,650.00	3,630.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

3/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
MISCELLANEOUS EQUIPMENT:			
HYDRO TEST PUMP, AIR (LOW PRESSURE)	40.00	100.00	300.00
HIGH PRESSURE WASHER & TESTER	100.00	300.00	900.00
TRASH PUMP HOMELITE / MULTIQUIP	40.00	100.00	300.00
METAL GANG BOX	10.00	30.00	90.00
MULTI-TON ROLLERS (SET 4)	20.00	60.00	180.00
LIGHT TOWER	88.00	303.00	650.00
TEST PUMP - GAS POWERED/HIGH VOLUME	85.00	255.00	765.00
WALKIE-TALKIE, INTRINSICALLY SAFE (EA.)	17.00	50.00	150.00
HOLIDAY DETECTOR	40.00	120.00	360.00
GRASSHOPPER	25.00	75.00	225.00
UNI-HYDRO IRONWORKER	75.00	225.00	675.00
HEPA VACUUM CLEANER	20.00	60.00	180.00
DIGITAL VIBRATION METER W/ PROBE	40.00	100.00	300.00
CALIBRATION & RECORDING EQUIPMENT	350.00	1,000.00	1,924.00
MQ 45 GENERATOR	140.00	400.00	1,250.00
GAS GENERATOR, HONDA /YAMAHA	90.00	260.00	780.00
LASER ALIGNMENT EQUIPMENT (ROTALIGN)	300.00	900.00	2,700.00
PNEUMATIC / HYDRAULIC TORQUE WRENCH -includes pump, drives (1/2",1" and 1 1/2") and sockets	330.00	1,000.00	3,000.00
WIRE MICROMETER HEADSET ALIGNMENT KIT	150.00	500.00	1,500.00
FARO 3D LASER SCANNER -includes LapTop Computer and reference spheres	400.00	1,200.00	3,600.00
PORTABLE HEATER	35.00	100.00	300.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

4/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
AIR COMPRESSORS AND ACCESSORIES:			
* 125 CFM - DIESEL FUEL	120.00	365.00	1,080.00
* 150 CFM - DIESEL FUEL	130.00	390.00	1,200.00
EXTRA 50' 3/4" HOSE	5.00	20.00	40.00
AIR TOOLS:			
AIR DRILL ROCK, 30#	45.00	180.00	400.00
AIR DRILL ROCK, 60#	45.00	180.00	400.00
PAVEMENT BREAKER, 60#	25.00	85.00	225.00
PAVEMENT BREAKER, 90#	25.00	85.00	225.00
AIR TAMPER	30.00	90.00	270.00
FEIN AIR SAW	44.00	136.00	340.00
HD IMPACT WRENCH, 1/2"	25.00	85.00	225.00
HD IMPACT WRENCH, 3/4"	30.00	120.00	250.00
BUSHING GUN	25.00	85.00	225.00
RIVET BUSTER	25.00	85.00	225.00
COPPUS AIR BLOWER (24" DIA)	30.00	95.00	280.00
ELECTRIC TOOLS:			
BENCH GRINDER	15.00	45.00	135.00
MAG BASE DRILL MOTOR (HOUGEN) (DRILL BITS FOR HOUGEN MUST BE PURCHASED BY CLIENT)	75.00	225.00	675.00
MAGNETIC DRILL MOTOR	45.00	135.00	405.00
BAND SAW (WILTON)	25.00	75.00	225.00

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

5/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
HOISTS & JACKS:			
BOTTLE JACK	15.00	45.00	135.00
CHAIN FALL, 2 TON	20.00	50.00	150.00
CHAIN FALL, 5 TON	22.00	66.00	180.00
CM PULLER, 1 1/2 TON	10.00	30.00	90.00
CM PULLER, 3 TON	22.00	66.00	180.00
GEAR PULLER, HYDRAULIC	60.00	180.00	540.00
GRIP HOIST, 1 1/2 TON	20.00	50.00	150.00
HYDRAULIC JACK, 25 TON	20.00	60.00	120.00
HYDRAULIC JACK, 50 TON	40.00	120.00	280.00
PORT-A-POWER, 25 TON	40.00	120.00	360.00
PORT-A-POWER, 50 TON	60.00	180.00	540.00
PUSH-PULL MECHANICAL JACK	15.00	45.00	135.00
RAM-SET POWER DRIVE	20.00	50.00	150.00
SCREW JACK, 20 TON	20.00	60.00	120.00
INFLATABLE JACK SYSTEM 12 TON(POWER TEAM)	266.00	798.00	1,995.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

6/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
PIPE TOOLS:			
TABLE SAW	20.00	60.00	180.00
POWER MITER SAW	15.00	55.00	160.00
PORTABLE POWER PANEL	40.00	80.00	160.00
* TEE DRILL	25.00	75.00	225.00
DIE W/UNIVERSAL 2 1/2"-4"	30.00	90.00	270.00
535 PIPE THREADING MACHINE	100.00	300.00	900.00
BONDSTRAND SHAVER	25.00	75.00	225.00
1224 PIPE THREADING MACHINE	125.00	375.00	1,125.00
FLASH CUTOFF SAW, ELECTRIC	50.00	125.00	250.00
FLASH CUTOFF SAW, GAS	80.00	240.00	720.00
HAND THREADER, ELEC (TO 2")	12.00	36.00	108.00
LINED PIPE END PREP EQUIP FOR POLY PRO & TEFLON	60.00	180.00	540.00
PIPE MULE	25.00	75.00	225.00
PIPE BEVELING MACHINE & ATTACHMENTS	80.00	240.00	720.00
GEORGE FICHER STAINLESS PIPE BEVELOR	140.00	430.00	1,300.00
920 ROLL GROOVER	165.00	500.00	1,500.00
CLAMSHELL AFC 10 SEVER AND BEVEL MACHINE	250.00	750.00	2,200.00
10" - 54" REFORMING CLAMPS (Dearman Clamps)	75.00	250.00	750.00
1K POSITIONER	130.00	400.00	1,200.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

7/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
WELDING EQUIPMENT:			
CARBON ARC	12.00	36.00	108.00
OXY & ACETYLENE W/CART & 50' OXY HOSE	40.00	120.00	360.00
ELECTRIC WELDER, 130XP	35.00	105.00	315.00
ELECTRIC WELDER, 250 AMP	40.00	120.00	360.00
ELECTRIC WELDER, 8 PAC	110.00	440.00	1,320.00
ELECTRIC WELDER, 4 PAC	80.00	240.00	720.00
REMOTE CONTROL UNITS (EACH)	7.00	14.00	42.00
REMOTE CONTROL EXTENSION	20.00	60.00	125.00
WELDER, 250 AMP (DIESEL)	150.00	350.00	1,000.00
WELDING CART	150.00	350.00	1,000.00
HELIARC OUTFIT	16.00	48.00	144.00
PIPE BEVEL CUTTER (SPLIT TO SIZES)	22.00	66.00	198.00
PLASMA ARC CUTTING MACHINE	100.00	300.00	900.00
WELDING TABLE W/WISE	10.00	30.00	90.00
THERMAL ARC 130S TIG WELDER	40.00	120.00	360.00
LN 25 MIG WELDER	60.00	180.00	450.00
MILLER XMT 304	40.00	120.00	360.00
STUD WELDER	100.00	400.00	1,200.00
SUPERFLEX RAIL CUTTING SYSTEM	110.00	330.00	1,000.00

*=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

8/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
CIVIL ACCESSORIES:			
GEORGIA BUGGIE	15.00	45.00	105.00
BUILDERS LEVEL	30.00	95.00	250.00
* CEMENT MIXER, GAS 1/4 YD	50.00	155.00	470.00
CONCRETE VIBRATOR, 110 VOLT	37.00	140.00	280.00
LASER-LEVEL W/TRIPOD AND TARGET	72.00	216.00	648.00
OPTICAL LEVEL	65.00	195.00	585.00
VIBRA PLATE	66.00	264.00	594.00
WACKER CVR-100	70.00	280.00	700.00
* CONCRETE SLAB SAW (BLADES NOT INCLUDED)	65.00	215.00	600.00
HILTI FASTENER	12.00	40.00	150.00
CLAY BLADE	75.00	300.00	1,300.00
BARRICADES	1.00		
POWDER ACTIVATED ANCHOR BOLT KIT	35.00	100.00	300.00

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

9/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
SAFETY EQUIPMENT			
TRI POD RESCUE SYSTEM	60.00	240.00	700.00
SCBA - SCOTT AIR PACK	40.00	160.00	400.00
FALL PROTECTION RETRACTABLE LANYARD	40.00	160.00	400.00
CONFINED SPACE KIT	100.00	300.00	900.00
FRESH AIR SET UP (FOR 2 MEN)	75.00	225.00	650.00
5 MINUTE SCBA ESCAPE PACK	40.00	100.00	300.00
ESCAPE RESPIRATOR	21.32 (SINGLE USE ITEM)		
H2S PERSONNEL MONITOR	5.00	20.00	60.00
TMX412, FOUR GAS MONITOR (LEL,02,CO,H2S)	80.00	240.00	720.00
PORTABLE HEPA VENTILATION VACUUM	30.00	100.00	300.00
COOL VESTS	10.00	40.00	120.00
JOB SHACKS & TRAILERS:			
20' TOOL TRAILER		200.00	600.00
20' C VAN			200.00
40' C-VAN			300.00
JOB SHACK 8 X 12			200.00
JOB SHACK 8 X 16			200.00
JOB SHACK 10 X 16			250.00
JOB SHACK 10 X 24			300.00

NOTE: TRANSPORTATION BILLED FOR SEPARATELY

*MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME

EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.

10/12

PERFORMANCE MECHANICAL, INC.**EQUIPMENT RENTAL RATES**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
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RENTAL CONDITIONS

STAND-BY TIME WILL BE CHARGED AT 80% OF THE APPLICABLE RATE.

HOURLY RATE TO BE 20% OF DAILY RATE.

TIME BASIS OF DATES:

RENTAL RATES WILL BE CHARGED ON A DAILY (8 HOUR DAY), WEEKLY OR MONTHLY BASIS AS CONSECUTIVELY USED ON THE JOB. THE LESSER OF THE

DAILY CHARGES VERSUS THE WEEKLY RATE AND THE WEEKLY CHARGES VERSUS THE MONTHLY RATE WILL BE USED AFTER ONE WEEK OF CONTINUOUS USE, ADDITIONAL DAYS WILL BE CHARGED AT 1/5 OF THE WEEKLY RATE. AFTER ONE MONTH OF CONTINUOUS USE, ADDITIONAL DAYS WILL BE CHARGED AT 1/20 OF THE MONTHLY RATE, WITHIN THE SAME CALENDAR MONTH. TWO SHIFTS AT 1 1/2 TIMES SINGLE SHIFT RATE, THREE SHIFTS AT TWO TIMES SINGLE SHIFT RATE.

OPERATOR:

IN NO CASE DOES THE RENTAL RATE INCLUDE THE COST OF THE OPERATOR.

SALES TAX:

SALES TAX IS NOT INCLUDED IN THESE RATES.

DELIVERY:

RENTAL RATES DO NOT INCLUDE COSTS FOR PICK-UP AND DELIVERY.

GENERAL TERMS:

RENTAL RATES DO NOT INCLUDE TIRE SERVICE, REPAIRS (OTHER THAN NORMAL WEAR AND TEAR), OR TOOL SHARPENING CHARGES.

FUEL:

GAS AND DIESEL ARE INCLUDED IN THESE RENTAL RATES. RATES ARE BASED ON CURRENT FUEL PRICES, IF FUEL PRICES BECOME EXCESSIVE A FUEL SURCHARGE MAY BE ADDED.

THIRD PARTY RENTALS :

THIRD PARTY RENTALS DO NOT INCLUDE CONSUMABLES.

**=MINIMUM 4 HOUR RENTAL WITH 1 HOUR MOVE IN/MOVE OUT TIME*

*EQUIPMENT RENTAL RATES EFFECTIVE JULY 1, 2022 AND EXPIRE JUNE 30, 2023.
SUPERSEDES ALL EQUIPMENT RENTAL RATES PREVIOUSLY SUBMITTED.*

11/12

PERFORMANCE MECHANICAL, INC.

NORMALLY USED CONSUMABLES

ACETYLENE	MOPS
BAGS (PLASTIC TRASH/BURLAP)	OIL
BROOMS	OXYGEN
BRUSHES	OXYGEN & ACETYLENE HOSE (FIRST 50')
CHISELS	PAPER CUPS
CABLE CLAMPS	PAPER TOWELS
CLEANING COMPOUNDS	PENDANT ROPE
CRAYONS (INDUSTRIAL)	PIPE DIES
CUTTING TIPS	PLIERS
DISINFECTANTS	RAGS (FOR GENERAL CLEAN UP ONLY)
EMERY CLOTH	RAINGEAR
FACE SHIELDS	(WEATHER PROTECTION ONLY)
FILES	RESPIRATOR FILTERS (FOR EMERGENCY USE ONLY)
FLASHLIGHT BATTERIES	RIGGING CHAIN
FLINTS	ROPE (FOR TIE-OFF/RIGGING/TIE-DOWN)
FLUX	SAFETY GLASSES
FRICTION TAPE	SCRAPERS
FUEL CANS	SKILLSAW BLADES
FUNNELS	SOAP
FUSES	SOAPSTONE
GARDEN HOSE	STEEL WOOL
GOGGLES	STENCILS
GLOVES (COTTON)	STONES (CARBORUNDUM)
GLUE	SLINGS (WIRE/NYLON) (TYPICAL USAGE ONLY)
GRAPHITE	(RIGGING FOR MAJOR LIFTS REQUIRING
GREASE	ENGINEERED LIFT DESIGN OR LOADS
GRINDING DISKS	IN EXCESS OF 20,000# ARE NOT INCLUDED.)
HACKSAW BLADES	TAPE
HARD HATS	TARPAULIN
HAT BANDS	TEMP. STICKS
HEARING PROTECTION	TIP CLEANERS
HOLE SAWS	TIE WIRE (#9)
LENSES	TRASH BARRELS
(WELDING/FACE SHIELDS) (NO PRESCRIPTIONS)	TUNGSTEN
LIGHT BULBS (INCANDESCENT)	TWINE
GENERAL - SMALL TOOLS < \$500 ARE INCLUDED	WEDGES
	WELDING GLOVES
	WELDING HOOD

NOTE:

ITEMS NOT ON THIS LIST ARE BILLABLE. THIRD PARTY RENTALS ARE NOT CONSUMABLES.
SMALL TOOLS > \$500 ARE NOT INCLUDED
SPECIALTY WELDING GASES, INCLUDING ARGON AND NITROGEN ARE NOT INCLUDED.
WELDING ROD AND ELECTRODES ARE NOT INCLUDED

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

Performance Mechanical, 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.: 14

Meeting Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

Subject: NorCal Power Services LLC – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with NorCal Power Services LLC for electrical maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Electrical maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with NorCal Power Services LLC effective September 1, 2020 for an amount not to exceed \$500,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

The Geothermal Facility recently awarded the SFC Breaker Testing and Refurbishment for Unit 4, and has been used by multiple NCPA Members through NCPA's Support Services Program and this agreement is now running low on funds. To ensure there are sufficient funds available for the remainder of the contract term. Exhibit B – Compensation Schedule and Hourly Fees will also be amended as requested by the vendor to reflect an increase in labor and material costs. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$500,000 to \$1,500,000 and amending Exhibit B – Compensation Schedule and Hourly Fees, for continued use at any facility owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA has agreements in place for similar services with Electrical Maintenance Consultants, Gold Electric, Inc. and Knight's Electric, Inc.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required.

Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Michael DeBortoli
Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with NorCal Power Services LLC
- First Amendment to Multi-Task General Services Agreement with NorCal Power Services LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NORCAL POWER SERVICES LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and NorCal Power Services LLC, a sole proprietorship with its office located at 3917 Auburn Folsom Road, Loomis, CA 95650 ("Contractor") (together sometimes referred to as the "Parties") as of September 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED 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.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

6.6 Maintenance Labor Agreement. If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 Licenses and Permits. Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

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

Section 11. WARRANTY.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

NorCal Power Services LLC
Attention: Aaron Stone
3917 Auburn Folsom Road
Loomis, CA 95650

Any written notice to Agency shall be sent to:

Randy S. Howard

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

With a copy to:

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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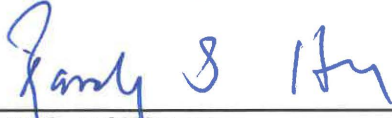
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The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

Date 9/1/20



RANDY S. HOWARD,
General Manager

NORCAL POWER SERVICES LLC

Date 8/6/20



AARON STONE,
Owner

Attest:



Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

NorCal Power Services LLC ("Contractor") shall provide electrical maintenance related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Protection relay testing
- NERC PRC and MOD standards compliance services
- Substation and generation electrical equipment maintenance and testing
- Limited repair capabilities of substation and generation electrical equipment
- Power system studies
- Protection relay upgrades
- OSIsoft PI support
- Emerson Ovation and ABB Bailey DCS support
- General combined cycle power plant troubleshooting including process equipment and instrumentation
- Engineering

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:

- Travel time = \$50/hr
- Vehicle miles charge = current year federal mileage rate
- Electrical equipment field testing w/specialized test equipment = \$170/hr straight time
- Protective relay testing = \$170/hr straight time
- Protective relay programming = \$150/hr straight time
- On-site troubleshooting = \$150/hr straight time
- Licensed Professional Engineer = \$200/hr straight time

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, AARON STONE 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

NorCal Power Services 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 6th day of August, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
NORCAL POWER SERVICES, LLC**

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and NorCal Power Services, LLC (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2022.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective September 1, 2020, (the “Agreement”) for NorCal Power Services, LLC to provide electrical maintenance related services at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a “NOT TO EXCEED” amount of \$500,000 to a “NOT TO EXCEED” amount of \$1,500,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 2—Compensation** of the Agreement is amended and restated to read as follows:

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

///

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Date:_____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date:_____

NORCAL POWER SERVICES, LLC

AARON STONE, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

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:

- Travel time = \$70/hr
- Vehicle miles charge = current year federal mileage rate
- Electrical equipment field testing w/specialized test equipment = \$180/hr straight time
- Protective relay testing = \$180/hr straight time
- Protective relay programming = \$150/hr straight time
- On-site troubleshooting = \$160/hr straight time
- Licensed Professional Engineer = \$220/hr straight time

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.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Date: October 31, 2022

Meeting Date: November 7, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Revision to Exhibit 5 of PMOA Agreement Schedule 1.00

Proposal

Adopt revision of PMOA Exhibit 5 of Schedule 1.00 for revised 2022 CAISO Grid Management Charge (GMC) rates related to the Market Services Charge and System Operations Charge.

Background

The CAISO recovers its cost through unbundled grid management charges (GMC) composed of three volumetric charges and five associated fees and charges assessed to market participants. Each unbundled service has a corresponding service rate. With respect to the LEC Project, two of the CAISO's volumetric grid management rates, the Market Services Charge and System Operations Charge categories, are used as inputs into the Economic Operations bid calculation defined in Agreement Schedule 1.00 to the LEC PMOA (Project Management and Operations Agreement).

The CAISO issued a market notice on October 24, 2022 indicating that an increase in energy demand attributable to recent economic upturn and a return to more seasonal weather patterns have resulted in year-to-date over-recovery of the GMC specific to the System Operations Charge component of the GMC. This is the second adjustment to the GMC rates within the past three months. As authorized by the CAISO Tariff, the CAISO will reduce the System Operations Charge rate to better align forecasted actual GMC revenues to budgeted revenues. The revised GMC rate is effective on trade date November 1, 2022 as indicated in the table below.

Charge Code	CAISO GMC Charge Code Name	Current 2022 Rate	Adjusted 2022 Rate	Difference	Unit of Measure
4560	GMC - Market Services Charge	\$0.1265	\$0.1265	\$0.0000	Awarded Schedules (MWh)
4561	GMC - System Operations Charge	\$0.2004	\$0.1700	\$(0.0304)	Metered Energy (MWh)
		\$0.3269	\$0.2965	\$(0.0304)	

The market services charge is assessed to the LEC Project based on awarded CAISO energy and ancillary service schedules while the system operations charge is based on metered generation quantities. NCPA includes these GMC rates into the Economic Operations bid

calculation indicated in Agreement Schedule 1.00 under the defined term 'CAISO GMC' in order to internalize these costs in the awarded energy bid amount.

Fiscal Impact

There is no fiscal impact on an overall basis to Participants as these costs will be included in the Economic Operations bid calculation in order to achieve economic awards.

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 pass a motion authorizing adopting the revised PMOA Exhibit 5 of Schedule 1.00 for the revised 2022 CAISO Grid Management Charge (GMC) rates.

Submitted by:

ROBERT W. CARACRISTI
Manager,
Information Services and Power Settlements

Attachments: (1)

- Red-lined version of PMOA Exhibit 5 of Schedule 1.00

EXHIBIT 5

CAISO Charges

The CAISO Charges component used to determine Economic Operations is calculated as shown in the table below:

Market Charge Code	CAISO Charge Code Name	Rate	Unit of Measure
4560	GMC - Market Services Charge	\$.1265	per MWh
4561	GMC - System Operation Charge	\$.1700	per MWh
Total GMC Amount		<u><u>\$.2965</u></u>	per MWh



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 16

Date: November 7, 2022
To: Lodi Energy Center Project Participant Committee
Subject: FY 2021-2022 Annual Billing Settlement Summary

Proposal

The FY22 Annual Billing Settlement Summary for the period July 1, 2021 through June 30, 2022 is presented for approval and recommendation to the Agency Commission for its approval.

Background

Total Annual Costs to Participants were approximately \$125.2 million. Actual plant generation of 1,198,616 MWh was 27% higher than planned generation of 945,379 MWh. Third Party Revenues for the year totaled \$101.3 million.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

This year's Total Annual Net Costs were \$24.0 million. Adjusted net collections from participants totaled approximately \$23.9 million, which consists of participants' net collections of \$16.2 million and participants' transfer gas credits of \$7.7 million. The net collection amount due from LEC participants at fiscal year-end is \$80,601 or .06% of total collections. The deficit collections primarily resulted from interest income that was \$151,987 lower than credited over the year offset by decreased project costs of \$71,386.

During FY22, LEC participants received budgeted Power Management Service Revenue of \$188,706. Final Power Management Service Revenue to LEC participants was \$177,838, resulting in a collection of \$10,868. This collection is due to a mid-year adjustment in the allocation of PM Service Revenue to account for a large new resource that was not reflected in the actual revenue credited to participants for six months.

Fiscal Impact

Upon approval by this Committee and the Agency Commission, the net deficit of \$91,469 (under collection of \$80,601 plus the overcredited Power Management service revenue of \$10,868) will be invoiced. NCPA member amounts will be included with their Agency's annual billing settlements. Members will have the option to fund any net collections from their GOR balances. Non-members will receive a credit or debit miscellaneous billing in early December.

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 the Committee approve the Annual Billing Settlement Summary for fiscal year ended June 30, 2022 as well as recommend Commission approval.

Respectfully Submitted:

Prepared by:

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

SONDRA AINSWORTH
Treasurer-Controller

Attachments: (3)

- Billing Settlement Summary FY2022
- Allocation of Project Costs – Actual FY2022
- Settlement Analysis for the Year Ended June 30, 2022

LODI ENERGY CENTER
Billing Settlement Summary
FY 2022

	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
Collections per All Resources Bill (ARB)	\$ 16,230,349	\$ 752,749	\$ 289,880	\$ (66,085)	\$ 8,494,264	\$ 24,512	\$ (243,711)	\$ 374,345	\$ (1,149,201)	\$ (239,901)	\$ 214,651	\$ 1,138,435	\$ 7,049,717	\$ (409,306)
Transfer Gas Credit in ARB	\$ 7,656,338	\$ -	\$ 1,490,203	\$ 139,136	\$ -	\$ 511,775	\$ 692,195	\$ 2,220,261	\$ 1,706,164	\$ -	\$ -	\$ -	\$ -	\$ 896,604
Total Adjusted ARB Collections	\$ 23,886,687	\$ 752,749	\$ 1,780,083	\$ 73,051	\$ 8,494,264	\$ 536,287	\$ 448,484	\$ 2,594,606	\$ 556,963	\$ (239,901)	\$ 214,651	\$ 1,138,435	\$ 7,049,717	\$ 487,298
Net Project Costs	\$ 23,967,288	\$ 756,239	\$ 1,788,353	\$ 73,387	\$ 8,512,337	\$ 538,748	\$ 450,542	\$ 2,606,513	\$ 559,514	\$ (247,277)	\$ 215,634	\$ 1,141,779	\$ 7,081,984	\$ 489,534
Total Adjusted Costs	\$ 23,967,288	\$ 756,239	\$ 1,788,353	\$ 73,387	\$ 8,512,337	\$ 538,748	\$ 450,542	\$ 2,606,513	\$ 559,514	\$ (247,277)	\$ 215,634	\$ 1,141,779	\$ 7,081,984	\$ 489,534
Net Project Charge	\$ (80,601)	\$ (3,490)	\$ (8,270)	\$ (336)	\$ (18,073)	\$ (2,461)	\$ (2,058)	\$ (11,907)	\$ (2,551)	\$ 7,376	\$ (983)	\$ (3,344)	\$ (32,267)	\$ (2,236)
Excess of PM Service Revenue to LEC	\$ (10,868)	\$ (303)	\$ (717)	\$ (29)	\$ (3,641)	\$ (213)	\$ (179)	\$ (1,032)	\$ (221)	\$ (1,164)	\$ (85)	\$ (290)	\$ (2,800)	\$ (194)
Adjusted Net (Charge)/Refund	\$ (91,469)	\$ (3,793)	\$ (8,987)	\$ (365)	\$ (21,714)	\$ (2,674)	\$ (2,237)	\$ (12,939)	\$ (2,772)	\$ 6,212	\$ (1,068)	\$ (3,634)	\$ (35,067)	\$ (2,430)

LODI ENERGY CENTER
Allocation of Project Actual
FY 2022

		Allocated by	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
ALLOCATION PERCENTAGES:																
Generation Entitlement Share ⁽¹⁾		GES	100.0000%	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%
Indenture Cost Share A		ICS A	100.0000%	4.9936%	11.8310%	0.4802%	0.0000%	3.5212%	2.9448%	17.0295%	3.6491%	0.0000%	1.4084%	4.7824%	46.1588%	3.2010%
Indenture Cost Share B		ICS B	100.0000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
ACTUAL MWH			1,198,616	33,390	79,109	3,211	401,536	23,544	19,691	113,869	24,400	128,423	9,418	31,978	308,644	21,404
PROJECT COSTS:																
Fuel & LDC Costs		\$	54,707,452	\$ 1,524,072	\$ 3,609,103	\$ 146,436	\$ 18,328,039	\$ 1,074,316	\$ 898,469	\$ 5,196,733	\$ 1,114,567	\$ 5,861,855	\$ 429,863	\$ 1,459,619	\$ 14,087,965	\$ 976,415
GHG Allowance Costs		\$	14,960,564	\$ 416,742	\$ 987,407	\$ 40,036	\$ 5,011,818	\$ 293,899	\$ 245,743	\$ 1,421,233	\$ 304,576	\$ 1,602,882	\$ 117,544	\$ 399,151	\$ 3,852,364	\$ 267,169
Additional GHG Costs for Allocation		GES	\$ 421,506	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Labor		GES	\$ 6,169,522	\$ 171,864	\$ 407,188	\$ 16,528	\$ 2,066,790	\$ 121,188	\$ 101,353	\$ 586,105	\$ 125,593	\$ 661,021	\$ 48,474	\$ 164,597	\$ 1,588,652	\$ 110,169
Variable O&M		GES	\$ 4,236,874	\$ 118,027	\$ 279,634	\$ 11,351	\$ 1,419,353	\$ 83,225	\$ 69,603	\$ 402,503	\$ 86,250	\$ 453,951	\$ 33,289	\$ 113,036	\$ 1,090,995	\$ 75,658
Fixed O&M		GES	\$ 4,569,768	\$ 127,300	\$ 301,605	\$ 12,242	\$ 1,530,872	\$ 89,764	\$ 75,072	\$ 434,128	\$ 93,027	\$ 489,619	\$ 35,905	\$ 121,917	\$ 1,176,715	\$ 81,602
Administration		GES	\$ 161,454	\$ 4,498	\$ 10,656	\$ 433	\$ 54,087	\$ 3,171	\$ 2,652	\$ 15,338	\$ 3,287	\$ 17,299	\$ 1,269	\$ 4,307	\$ 41,574	\$ 2,883
Mandatory Costs		GES	\$ 403,433	\$ 11,238	\$ 26,627	\$ 1,081	\$ 135,150	\$ 7,925	\$ 6,628	\$ 38,326	\$ 8,213	\$ 43,225	\$ 3,170	\$ 10,763	\$ 103,884	\$ 7,204
Inventory Stock		GES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M and Capital Projects Costs		GES	\$ 2,546,054	\$ 70,925	\$ 168,040	\$ 6,821	\$ 852,928	\$ 50,012	\$ 41,827	\$ 241,875	\$ 51,830	\$ 272,792	\$ 20,004	\$ 67,926	\$ 655,609	\$ 45,465
Maintenance Reserve		GES	\$ 1,875,102	\$ 52,235	\$ 123,757	\$ 5,023	\$ 628,159	\$ 36,833	\$ 30,804	\$ 178,135	\$ 38,171	\$ 200,904	\$ 14,733	\$ 50,026	\$ 482,839	\$ 33,484
Insurance		GES	\$ 1,254,767	\$ 34,954	\$ 82,815	\$ 3,362	\$ 420,347	\$ 24,647	\$ 20,613	\$ 119,203	\$ 25,543	\$ 134,440	\$ 9,859	\$ 33,476	\$ 323,103	\$ 22,406
Other Costs		GES	\$ 37,214	\$ 1,037	\$ 2,456	\$ 100	\$ 12,467	\$ 731	\$ 611	\$ 3,535	\$ 758	\$ 3,987	\$ 292	\$ 993	\$ 9,583	\$ 665
Generation Services Shared		GES	\$ 304,549	\$ 8,484	\$ 20,100	\$ 816	\$ 102,024	\$ 5,982	\$ 5,003	\$ 28,932	\$ 6,200	\$ 32,630	\$ 2,393	\$ 8,125	\$ 78,421	\$ 5,438
Transmission (CAISO)		\$	530,717	\$ 14,784	\$ 35,027	\$ 1,422	\$ 177,790	\$ 10,425	\$ 8,719	\$ 50,418	\$ 10,804	\$ 56,863	\$ 4,170	\$ 14,159	\$ 136,660	\$ 9,477
Energy Purchases (CAISO)		\$	3,539,868	\$ 97,629	\$ 231,311	\$ 9,389	\$ 1,174,074	\$ 68,843	\$ 57,574	\$ 332,939	\$ 71,342	\$ 375,496	\$ 27,536	\$ 93,501	\$ 937,651	\$ 62,582
Debt Service Cost:																
Indenture Group A Cost		ICS A	\$ 20,914,451	\$ 1,044,384	\$ 2,474,389	\$ 100,431	\$ -	\$ 736,440	\$ 615,889	\$ 3,561,626	\$ 763,189	\$ -	\$ 294,559	\$ 1,000,213	\$ 9,653,860	\$ 669,472
BAB's Subsidy (Group A)		ICS A	\$ (4,261,953)	\$ (212,825)	\$ (504,232)	\$ (20,466)	\$ -	\$ (150,072)	\$ (125,506)	\$ (725,789)	\$ (155,523)	\$ -	\$ (60,025)	\$ (203,824)	\$ (1,967,266)	\$ (136,425)
Debt and Trustee Fees (Group A)		ICS A	\$ 32,446	\$ 1,620	\$ 3,839	\$ 156	\$ -	\$ 1,142	\$ 955	\$ 5,525	\$ 1,184	\$ -	\$ 457	\$ 1,552	\$ 14,977	\$ 1,039
Indenture Group B Cost		ICS B	\$ 11,214,870	\$ -	\$ -	\$ -	\$ 11,214,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BAB's Subsidy (Group B)		ICS B	\$ (1,859,101)	\$ -	\$ -	\$ -	\$ (1,859,101)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Trustee Fees (Group B)		ICS B	\$ 20,739	\$ -	\$ -	\$ -	\$ 20,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative & General		GES	\$ 2,130,294	\$ 59,344	\$ 140,599	\$ 5,707	\$ 713,648	\$ 41,845	\$ 34,996	\$ 202,378	\$ 43,366	\$ 228,246	\$ 16,738	\$ 56,834	\$ 548,551	\$ 38,041
Power Management Allocated Costs		GES	\$ 1,319,109	\$ 36,746	\$ 87,061	\$ 3,534	\$ 441,902	\$ 25,911	\$ 21,670	\$ 125,315	\$ 26,853	\$ 141,333	\$ 10,364	\$ 35,193	\$ 339,671	\$ 23,555
Total Project Costs			\$ 125,229,699	\$ 3,583,058	\$ 8,487,381	\$ 344,401	\$ 42,445,956	\$ 2,526,228	\$ 2,112,677	\$ 12,218,459	\$ 2,619,230	\$ 10,576,543	\$ 1,010,593	\$ 3,853,069	\$ 33,155,806	\$ 2,296,298
Estimated price per MWh			\$ 104.48	\$ 107.31	\$ 107.29	\$ 107.25	\$ 105.71	\$ 107.30	\$ 107.29	\$ 107.30	\$ 107.34	\$ 82.36	\$ 107.31	\$ 120.49	\$ 107.42	\$ 107.29
Third Party Revenue																
ISO Energy Sales		\$	82,843,909	\$ 2,311,185	\$ 5,477,324	\$ 221,468	\$ 27,801,171	\$ 1,623,849	\$ 1,358,072	\$ 7,853,469	\$ 1,682,874	\$ 8,863,993	\$ 649,523	\$ 2,217,429	\$ 21,307,348	\$ 1,476,204
Ancillary Services Sales		\$	3,224,080	\$ 89,814	\$ 212,790	\$ 8,637	\$ 1,080,065	\$ 63,331	\$ 52,967	\$ 306,287	\$ 65,632	\$ 345,438	\$ 25,331	\$ 86,016	\$ 830,200	\$ 57,572
GHG Allowance Credits		GES	\$ 14,960,564	\$ 416,742	\$ 987,407	\$ 40,036	\$ 5,011,818	\$ 293,899	\$ 245,743	\$ 1,421,233	\$ 304,576	\$ 1,602,882	\$ 117,544	\$ 399,151	\$ 3,852,364	\$ 267,169
Insurance Receipts		GES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest & Other Income		GES	\$ 107,401	\$ 2,992	\$ 7,088	\$ 288	\$ 35,979	\$ 2,110	\$ 1,764	\$ 10,203	\$ 2,186	\$ 11,507	\$ 844	\$ 2,865	\$ 27,656	\$ 1,918
Interest Income (Group A)		ICS A	\$ 121,871	\$ 6,086	\$ 14,419	\$ 585	\$ -	\$ 4,291	\$ 3,589	\$ 20,754	\$ 4,447	\$ -	\$ 1,716	\$ 5,828	\$ 56,254	\$ 3,901
Interest Income (Group B)		ICS B	\$ 4,586	\$ -	\$ -	\$ -	\$ 4,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 101,262,411	\$ 2,826,819	\$ 6,699,028	\$ 271,014	\$ 33,933,619	\$ 1,987,480	\$ 1,662,135	\$ 9,611,946	\$ 2,059,716	\$ 10,823,820	\$ 794,958	\$ 2,711,290	\$ 26,073,822	\$ 1,806,764
Annual Project Costs, net			\$ 23,967,288	\$ 756,239	\$ 1,788,353	\$ 73,387	\$ 8,512,337	\$ 538,748	\$ 450,542	\$ 2,606,513	\$ 559,514	\$ (247,277)	\$ 215,634	\$ 1,141,779	\$ 7,081,984	\$ 489,534
Actual Price per Mwh, net			\$ 20.00	\$ 22.65	\$ 22.61	\$ 22.85	\$ 21.20	\$ 22.88	\$ 22.88	\$ 22.89	\$ 22.93	\$ (1.93)	\$ 22.90	\$ 35.71	\$ 22.95	\$ 22.87
Summary of Variable and Fixed Project Costs:																
Variable Costs		\$	78,396,981	\$ 2,171,254	\$ 5,142,482	\$ 208,634	\$ 26,111,074	\$ 1,530,708	\$ 1,280,108	\$ 7,403,826	\$ 1,587,539	\$ 8,351,047	\$ 612,402	\$ 2,500,972	\$ 20,105,635	\$ 1,391,301
Fixed Costs		\$	46,832,718	\$ 1,411,805	\$ 3,344,899	\$ 135,767	\$ 16,334,882	\$ 995,520	\$ 832,569	\$ 4,814,633	\$ 1,031,691	\$ 2,225,496	\$ 398,191	\$ 1,352,097	\$ 13,050,171	\$ 904,998
			\$ 125,229,699	\$ 3,583,058	\$ 8,487,381	\$ 344,401	\$ 42,445,956	\$ 2,526,228	\$ 2,112,677	\$ 12,218,459	\$ 2,619,230	\$ 10,576,543	\$ 1,010,593	\$ 3,853,069	\$ 33,155,806	\$ 2,296,298
Unfunded/(Excess)			\$ 80,601	\$ 3,490	\$ 8,270	\$ 336	\$ 18,073	\$ 2,461	\$ 2,058	\$ 11,907	\$ 2,551	\$ (7,376)	\$ 983	\$ 3,344	\$ 32,267	\$ 2,236
			0.337%													
JPA Assessment (per PMOA)			\$ 52,606	\$ 2,950	\$ -	\$ -	\$ 35,482	\$ -	\$ -	\$ -	\$ -	\$ 11,348	\$ -	\$ 2,826	\$ -	\$ -
PM Service Revenue			\$ 177,838	\$ 4,954	\$ 11,737	\$ 476	\$ 59,576	\$ 3,493	\$ 2,922	\$ 16,895	\$ 3,620	\$ 19,054	\$ 1,397	\$ 4,745	\$ 45,793	\$ 3,176

Note: 1 Generation Entitlement Share (GES) is synonymous with commonly used terms of Project Entitlement Share, Project Percentage, Project Share, Third Phase share.

NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
SETTLEMENT ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2022

	Collections	Actual Costs	Refund/(Deficit)	Explanations and Comments
COLLECTIONS/COSTS ANALYSIS:				
Variable Costs				
Variable O&M	\$ 4,980,142	\$ 4,236,874	\$ 743,268	General: Lodi Energy Center (LEC) operates as a business plant designed to meet electric generation demand and reliability as determined by CAISO.
Fuel & LDC Costs	54,707,452	54,707,452	-	
GHG Allowance Costs	14,960,564	14,960,564	-	Variable Costs: During the year, variable O&M collections were adjusted higher due to higher generation. In settlement, variable O&M costs came in less than collections due to lower required maintenance.
Additional GHG Costs for Auction	421,506	421,506	-	
CA ISO Charges	530,717	530,717	-	The costs of Fuel & LDC, GHG Allowances, and ISO Energy Purchases and Charges are settled with participants in the ARB month when charged.
CA ISO Energy Purchases	3,539,868	3,539,868	-	
Total Variable Costs	79,140,249	78,396,981	743,268	
Routine O&M				
Fixed O&M	2,989,071	4,569,768	(1,580,697)	Routine O&M: Routine O&M costs were higher than collections by \$1.7 million primarily due to increase in filters, equipment and supplies, outside services and gearbox replacement.
Administration	216,277	161,454	54,823	
Mandated Costs	312,245	403,433	(91,188)	
Routine O & M Costs without Labor	3,517,593	5,134,655	(1,617,062)	
Labor	6,040,384	6,169,522	(129,138)	
Total Routine O & M Costs	9,557,977	11,304,177	(1,746,200)	
Other Plant Costs				
Debt Service	26,008,267	26,008,267	-	Other Plants Costs -
Insurance	1,576,482	1,254,767	321,715	
Other Costs	128,172	90,399	37,773	Insurance: Insurance costs were lower than collection due to savings from new underwriter.
Administrative & General	2,133,321	2,130,294	3,027	
Generation Services Shared	364,833	304,549	60,284	Other Costs A&G, Generation Shared, Power Management, and other net costs were less than collections due to lower allocated costs based on person years and program costs.
Power Management Allocated Costs	1,384,874	1,319,109	65,765	
Total Other Plant Costs	31,595,949	31,107,385	488,564	
Total O & M Costs	120,294,175	120,808,543	(514,368)	
	15,145,659			
Projects				
Operations & Maintenance	1,375,308	1,714,120	(338,812)	Projects: Operations & Maintenance and Capital Projects were \$586K lower than collections due to savings on platform expenditures and on torque converter.
Capital Projects	1,756,500	831,934	924,566	
Maintenance Reserve	1,875,102	1,875,102	-	
Total Projects	5,006,910	4,421,156	585,754	
Annual Collections/Costs	125,301,085	125,229,699	71,386	
THIRD PARTY REVENUE ANALYSIS:				
ISO Energy Sales	82,843,909	82,843,909	-	Third Party Revenues: Third party revenue were less than anticipated by \$152 thousand primarily due to lower interest income earned.
Ancillary Services Sales	3,224,080	3,224,080	-	
GHG Allowance Credits	14,960,564	14,960,564	-	Revenues from ISO Energy Sales and Ancillary Services are credited to participants in the ARB when received.
Interest Income - Operations	94,945	105,501	(10,556)	
Interest Income (NCPA)	242,355	121,871	120,484	
Interest Income (CDWR)	48,545	4,586	43,959	
Insurance Receipts	-	-	-	
Other Income	-	1,900	(1,900)	
Total Third Party Revenue	101,414,398	101,262,411	151,987	
Net Plant Collections/Costs ^(A)	\$ 23,886,687	\$ 23,967,288	\$ (80,601)	
OTHER ITEMS:				
Natural Gas Transfer Credit ^(A)	(7,656,338)	(7,656,338)	-	
Net Project Collections/Costs	\$ 16,230,349	\$ 16,310,950	\$ (80,601)	



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 17

Date: October 31, 2022

Meeting Date: November 07, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center 2023 January Outage and Spring Outage Project

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2023 January Outage and Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,740,362.

Background

The Lodi Energy Center has a planned January outage scheduled from January 1 thru January 12, 2023 for work related to the Steam Turbine HP Gearbox Replacement and Spring outage scheduled from April 1 thru April 31, 2023 for work related to the 2023 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 2023 January outage and Spring outage.

Listed below are highlights of Steam Turbine work to be performed as a part of the 2023 January outage:

1. Steam Turbine

- a. Fire System Removal (Heat Detectors)
- b. HP Section Roof Removal
- c. Replace Gearbox Internals
- d. Gearbox Alignment to Generator and HP Turbine
- e. HP Turbine Borescope Inspection
- f. LP Turbine Control Valve Replacement
- g. ST HP Exhaust Bearing Bracket Replacement
- h. Replacement of Exhaust Squeeze Bearing

2. Incidentals

- i. Crane
- j. Toilets
- k. Forklift
- l. Scaffold
- m. Trailer

Listed below are highlights of major work to be performed as a part of the 2023 Spring outage:

- 1. Steam Turbine**
 - a. Condenser Maintenance
 - b. Steam Turbine Major Inspection
 - c. HP Turbine Inspection due to vibrations
 - d. Steam drain valves replacement
- 2. Gas Turbine**
 - e. Gas Turbine Borescope Inspection
 - f. Expansion Joint Assessment and Inspection
 - g. DCS Patch and Software Upgrades
- 3. Water Treatment**
 - h. General Maintenance
 - i. Service Water Piping Replacement
- 4. HRSG / Steam**
 - j. HRSG Maintenance
 - k. HRSG Hot Spots
 - l. High Energy Pipe Survey
 - m. High Energy Piping Insulation Repairs
- 5. Balance of Plant**
 - n. Steam Bypass Valves Maintenance
 - o. Replacement of Leaking Steam Drains
 - p. Service Water Pipe Replacement
- 6. Incidentals**
 - q. Crane
 - r. Toilets
 - s. Trailers / Guard
 - t. Forklift / Manlift
 - u. Scaffold
 - v. Confined Space

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 2023 January and Spring Outage Projected Costs		
Balance of Plant	✓	\$498,000
Electrical Systems	✓	\$300,000
Gas Turbine	✓	\$180,000
HRSG / Steam	✓	\$735,000
Incidentals	✓	\$355,000
Steam Turbine	✓	\$1,277,362
Water Treatment	✓	\$95,000
Contingency		\$300,000
		\$3,740,362

The budgetary funds to complete the 2023 January outage and Spring outage include \$2,008,392 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$385,000 were anticipated in the Fixed Maintenance, \$1,021,970 in the O&M Project Annual Outage Project, Service Water Piping

replacement \$75,000 and HRSG Acoustic Monitoring Project \$250,000. All items are a part of the FY23 Routine O&M budget.

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:

Rafael Santana
CT Interim Manager
Generation Services



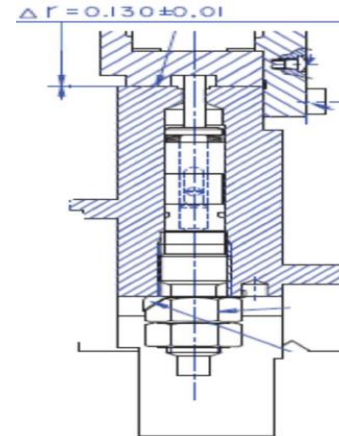
2023 LEC January Outage and Spring Outage Project

Rafael Santana
Nov 7, 2022

LEC – January Outage Scope of Work

Planned Outage Dates- Jan 1 thru Jan 12, 2023

- Scaffold and Crane Support
- Fire System Removal (Heat Detectors)
- HP Section Roof Removal
- Replace Gearbox Internals
- Gearbox Alignment to Gen and HP Turbine
- HP Turbine Borescope
- LP Turbine Control Valve
- ST HP Exhaust Bearing Bracket
- Replacing Squeeze Bearing

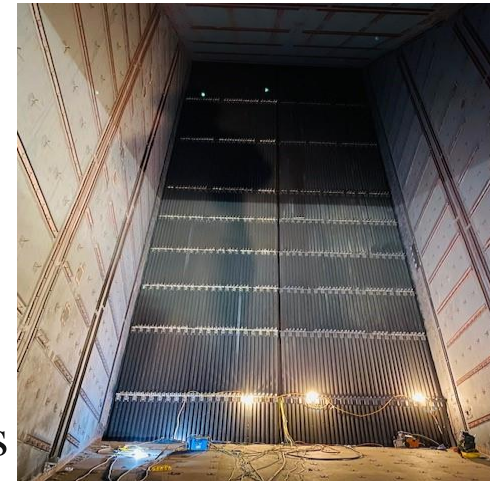


LEC – Spring Outage Scope of Work

Planned Outage Dates- April 1 thru April 30, 2023

- HRSG Maintenance
- Electrical Relay Testing
- High Energy Piping Survey
- BOP Steam Valves Replacement
- CT Borescope Inspection
- CT Inlet Preservation
- CT Evap Media Replacement
- Water Plant Maintenance
- Service Water Piping Replacement

****ST HP Turbine Removal and Investigation due to vibrations**



2023 LEC January and Spring Outage Projected Costs

LEC 2023 January and Spring Outage Projected Costs

Balance of Plant	\$498,000
Electrical Systems	\$300,000
Gas Turbine	\$180,000
HRSG / Steam	\$735,000
Incidentals	\$355,000
Steam Turbine	\$1,277,362
Water Treatment	\$95,000
Contingency	\$300,000
	\$3,740,362

LEC Outage Funding

FY23 Budget	
Fixed Maintenance	\$385,000
HRSO Acoustic Monitoring	\$250,000
Service Water Piping	\$75,000
O&M Project Annual Outage	\$1,021,970
Maintenance Reserve	\$2,008,392
	\$3,740,362

LEC Maintenance Reserve Schedule

Balances

Maintenance Reserve Balance (6/30)	\$738,109
Remaining FY23 Contributions	\$2,008,392
Outage Work	(\$2,008,392)
End of FY23 Balance	\$738,109

5-Year Maintenance Reserve Projections

	FY24	FY25	FY26	FY27	FY28
Project Spending	\$2,008,392	\$1,885,000	\$810,000	\$4,013,130	\$1,512,582
Annual Contribution	\$2,008,392	\$2,108,811	\$2,172,076	\$2,237,238	\$2,304,355
End of FY Balance	\$738,109	\$961,920	\$2,323,996	\$548,104	\$1,339,878

Recommendation

- Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2023 January Outage and Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outages in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$3,740,362.



PG&E Negotiated Gas Transmission Rate Agreement Extension

Generation Services
November 7, 2022

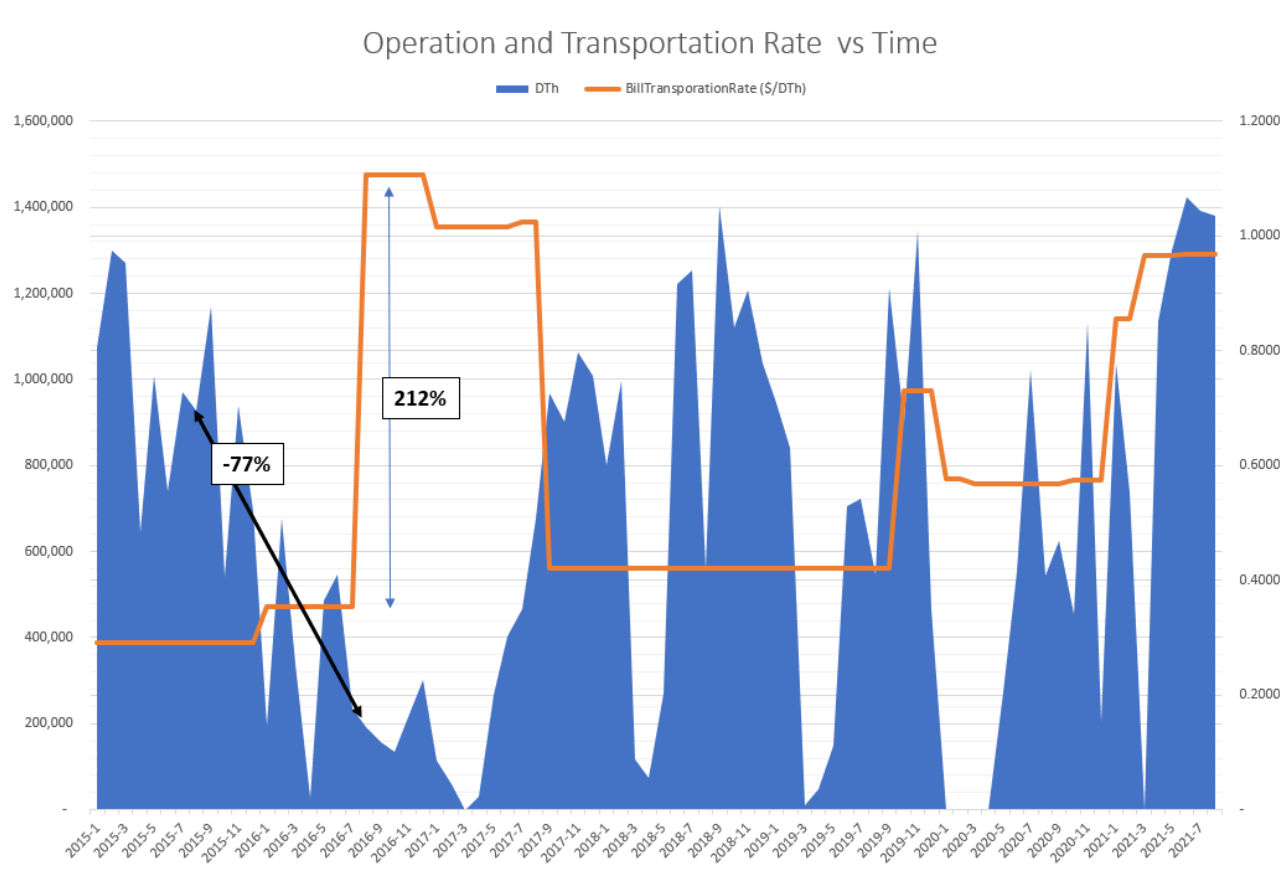
Background

- In July 2016, PG&E implemented a local gas transmission rate increase of 212% which resulted in a 76% decrease in generation at NCPA's Lodi Energy Center ("LEC"), while the LEC's competing market generators on the Back-Bone increased only by 6%.
- NCPA, working through the Northern California Gas Coalition ("NCGC"), participated in negotiating a revised rate structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate.
- Capacity factor resumed to normal by the end of 2017.
- The current negotiated rates are set to terminate on December 31, 2022.

Background

- Due to PG&E's delays, the CPUC is expected to have a hearings on PG&E's new rates by the end of 2023, as opposed to the original date of the end of 2022.
- Unless there is an agreement for a negotiated rate between January 1, 2023 and the implementation of the new rate, LEC will resume the uncompetitive default rate structure last approved by the CPUC.

Background



Current Status

- NCPA and NCGC currently working two approaches:
 - For short term – extend the current negotiated fixed/variable rate agreements
 - In long term – participating and “building in” an optional fix/variable rate methodology, similar to the negotiated rate, into the 2023 GRC
- Negotiated rate extension
 - PG&E has been slow to act.
 - It is not clear if PG&E will agree to clean extension of the expiration date or negotiate any modified terms
 - As a result of PG&E’s delays, the looming expiration date and the dates of the NCPA committee meetings, staff is recommending that the General manager be delegated the authority to negotiate and execute terms for this gap period.

Evaluation

- Selection Process
 - PG&E is the only provider for natural gas delivery in Lodi.
- Fiscal Impact
 - The negotiated rate structure will allow LEC to be more competitive in the market, which will allow for a higher capacity factor and increased margins.

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.

Proposal

- Staff recommends that the Lodi Energy Center Project Participant Committee delegate authority to the General Manager or his designee to negotiate and execute an extension of some form of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E. The extension will fill the gap between the currently scheduled termination date and the implementation of the new rate case filed by PG&E.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 20

Date: November 3, 2022
Meeting Date: November 7, 2022
To: Lodi Energy Center Project Participant Committee
Subject: PG&E Negotiated Gas Transmission Rate Agreement Extension

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee delegate authority to the General Manager or his designee to negotiate and execute an extension of some form of the Negotiated Gas Transmission Rate Agreement executed in 2019 between NCPA and PG&E. The extension will fill the gap between the currently scheduled termination date and the implementation of the new rate case filed by PG&E.

Background

In July 2016, PG&E implemented a local gas transmission rate increase of 212% which resulted in a 76% decrease in generation at NCPA's Lodi Energy Center ("LEC"), while the LEC's competing market generators on the Back-Bone increased only by 6%.

NCPA, working through the Northern California Gas Coalition ("NCGC"), participated in negotiating a revised rates structure with PG&E. These negotiations resulted in a reduced variable rate and a new fixed monthly rate, allowing the LEC to bid competitively against generators on the back-bone. The capacity factor resumed to normal by the end of 2017. Since that time, NCPA has been successful in maintaining the negotiated rate structure.

The current negotiated rates are set to terminate on December 31, 2022. The California Public Utilities Commission ("CPUC") is expected to have a hearing on the Proposed Decision in the third quarter of 2023 (per PG&E's new proposal) for the new rate case. If approved, PG&E is expected to file and implement new rates in the third quarter of 2023. Unless there is an agreement for a negotiated rate between January 1st 2023 and the implementation of the new rate, LEC will resume the uncompetitive default rate structure last approved by the CPUC.

NCPA and Northern California Gas Coalition (NCGC) have been working with PG&E to extend the current negotiated rates as is. Due to retirements and replacements at PG&E, they have been slow to act and commit to anything. It is not clear if PG&E will agree to a clean extension of the expiration date or negotiate any modified terms. As a result of PG&E's delays, the looming expiration date, and the dates of the NCPA committee meetings, staff is recommending that the General Manager be delegated the authority to negotiate and execute terms for this gap period.

Selection Process

PG&E is the only provider for natural gas delivery in Lodi.

Fiscal Impact

The negotiated rate structure will allow LEC to be more competitive in the market, which will allow for a higher capacity factor and increased margins.

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:

MICHEAL DEBORTOLI
Assistant General Manager
Generation Services

Attachments: (0)



Cash Reserve Methodology Study

Monty Hanks
Sondra Ainsworth
November 7, 2022

Review methodologies for the following:

- Methodology for the minimum cash reserve determination
 - Assumptions
 - Working Capital
 - Fuel Expense
 - Change in cost from prebill
 - Unexpected events (Contingency)
 - To begin repairs if the unit goes down – higher risk for older units
 - Five year capital improvements
 - To fund the current capital plan
- Comparison with current cash reserve levels

LEC Working Capital and Operating Reserves

Description		Current Reserve Structure		Change
Working Capital LEC	\$ 4,021,093	Working Capital (OM Reserve)	\$ 14,947,892	\$ (10,926,799)
Fuel Expense	2,698,440	Fuel Expense	-	2,698,440
Contingency	6,500,000	Contingency	-	6,500,000
Five Year Capital Improvements - Net of bond proceeds	4,359,992	*Maintenance Reserve	738,109	3,621,883
Minimum Cash Reserve Levels		Total Cash Reserve Levels		\$ (4,606,475)
Minimum Days cash on hand (WITH contingency)		Change WITH Contingency		\$ 1,893,525
Current Reserve		15,686,001		
Minimum Days cash on hand		45		
Minimum Days cash on hand (WITH contingency)		72		

*Collected 1/12th Budget Basis

LEC Maintenance Reserves

Funding/(Expenditures)	Fiscal Year Activity										
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
LEC:											
Beginning Reserve Balance	\$ 4,310,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Projected Reserve Expenditures -											
Combustion Turbine (Overhaul)	(940,000)	-	-	-	(2,693,188)	-	-	(50,000)	(400,000)	-	-
Steam Turbine	(740,000)	-	-	(20,000)	-	-	-	-	(125,000)	(800,000)	-
Generators	-	-	(70,000)	-	(79,942)	-	-	-	-	-	-
Plant Projects	(3,650,000)	(1,385,000)	(1,775,000)	(790,000)	(500,000)	(910,000)	(1,440,927)	(620,000)	(1,440,031)	(846,803)	-
HRSG	(215,000)	(450,000)	(40,000)	-	(540,000)	(175,000)	(1,240,000)	(300,000)	(40,000)	(300,000)	-
Total Projected Expenditures	(5,545,000)	(1,835,000)	(1,885,000)	(810,000)	(3,813,130)	(1,085,000)	(2,680,927)	(970,000)	(2,005,031)	(1,946,803)	-
Projected Reserve Funding -											
Maintenance Contingency	-	-	-	-	-	-	-	-	-	-	-
Unit Overhaul	778,490	817,415	858,285	901,199	946,259	993,572	1,043,251	1,095,414	1,150,184	1,207,694	1,268,078
Combustion Turbine (overhaul)	340,182	357,191	375,051	393,803	413,493	434,168	455,876	478,670	502,604	527,734	554,121
Steam Turbine	135,889	142,683	149,818	157,309	165,174	173,433	182,104	191,209	200,770	210,808	221,349
Generators	12,092	12,697	13,331	13,998	14,698	15,433	16,204	17,015	17,865	18,759	19,697
HRSG	290,327	304,843	320,086	336,090	352,894	370,539	389,066	408,519	428,945	450,392	472,912
Plant Projects	1,096,611	1,190,978	1,250,526	1,313,053	1,378,705	1,447,641	1,520,023	1,596,024	1,675,825	1,759,616	1,847,597
Total Projected Funding	1,875,101	2,008,392	2,108,812	2,214,252	2,324,965	2,441,213	2,563,274	2,691,437	2,826,009	2,967,310	3,115,675
Cumulative Balance	\$ 640,221	\$ 813,613	\$ 1,037,425	\$ 2,441,677	\$ 953,512	\$ 2,309,725	\$ 2,192,072	\$ 3,913,509	\$ 4,734,487	\$ 5,754,994	\$ 8,870,669

Questions?