



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: December 2, 2021

Subject: December 6, 2021 Lodi Energy Center Project Participant Committee Meeting

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

Time: 10:00 AM

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***This meeting is being held in accordance with the Brown Act, 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://www.gotomeet.me/NCPALodi>

Dial: 1-872-240-3212

Access Code: 327-912-613

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 November 15, 2021 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for November 2021 – (Rafael Santana)

5. Market Data Report for November 2021 – Verbal Report

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

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

CONSENT CALENDAR

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

8. Treasurer's Report for October 2021 – Accept by all Participants

9. Financial Report for October 2021 – Approve by all Participants

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

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

- 11. Black & Veatch Corporation MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Black & Veatch for consulting services related to project support and plant operations, with a not to exceed of \$3,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 12. ACCO Engineered Systems, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with ACCO Engineered Systems, Inc. for HVAC maintenance services, with a not to exceed of \$750,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 13. 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 December 6, 2021 through January 5, 2022 Pursuant to the Brown Act** – 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 December 6, 2021, through January 5, 2022, the LEC PPC should meet remotely.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 14. 2022 LEC Spring Outage** – Staff recommends approval of the 2022 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 \$4,800,000.
- 15. Appointment of New Chairperson for LEC PPC Committee** – Election of new Chairperson to conduct the business of the LEC Project Participant Committee.
- 16. Appointment of New Vice Chair for LEC PPC Committee** – Election of a new Vice Chair to conduct the business of the LEC Project Participant Committee.

INFORMATIONAL/ DISCUSSION ITEMS

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

ADJOURNMENT

Next Regular Meeting: January 10, 2022 at 10:00 AM.

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



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LEC PPC Meeting Minutes

Date: November 15, 2021

Time: 10:00am

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:01 am by Vice Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	0.2679%
CDWR - Burk	Present	33.5000%
Gridley - Wagner	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Main	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Absent	2.6679%
SVP - Her	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	6	84.2143%
Absent	7	15.7857%
Quorum by #:	No	
Quorum by GES:	Yes	

Meeting Date:

November 15, 2021

Public Forum

Vice Chairman Chiang asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. Martin Caballero and Brock Costalupes from Modesto Irrigation District (MID) were members of the public in attendance. MID were in undisclosed remote locations and could not participate in voting on motions.

3. Meeting Minutes

The draft minutes from the October 11, 2021 meeting were considered. The LEC PPC considered the following motion:

Date: 11/15/2021

Motion: The PPC approves the minutes from the October 11, 2021 regular LEC PPC meeting.

Moved by:

CDWR

Seconded by:

SVP

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Absent	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	73.7679%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	26.2321%
Result:	Motion Passes	

MONTHLY REPORTS

4. Operational Reports for October 2021

Rafael Santana presented the Operational Report for October 2021. There were no OSHA recordable accidents and no NERC/WECC violations. There was a forced outage on October 23, 2021 to replace the CT intake air filter. The next planned outage for the steam turbine and generator major work is scheduled for March 1, 2022 – May 31, 2022.

The operational report reflected monthly production of 189,958 MWH, 691 service hours, and equivalent operating availability of 93.2%. The report set for the Capacity Factor @ 302MW Pmax of 84.5%. There were 0 hot starts, 0 warm starts, and 2 cold starts during the month.

5. Market Data Report for October 2021

Michael Maltese mentioned the operating and financial settlement results for the month. LEC was committed to CAISO 29 out of 31 available days. Most runs were 24 hours runs in the month of October.

6. Monthly Asset Report

Rafael Santana presented the monthly asset report for September 2021. Rafael mentioned the revenues were strong this month, and similar to previous years in September. Expenses were up with more run time and higher fuel costs. The budget is below expectations for September 2021.

7. Bidding Strategies Report

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

Consent Calendar (Items 8-13)

The consent calendar was considered. Vice Chairman Chiang 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: 11/15/2021

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for September 2021; **9.** Financial Report for September 2021; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Contra Costa Electric, Inc. First Amendment to MTGSA for electrical maintenance services, increasing the not-to-exceed amount to \$1,500,000, for continued use at all NCPA facilities and Members/SCPPA; **12.** Airgas Specialty Products, Inc. MTEMS for chemical purchases, with a not-to-exceed of \$1,000,000, for use at all NCPA facilities; **13.** FY2021 Annual Billing Settlements for the period of July 1, 2020 through June 30, 2021.

Moved by:
Seconded by:

Azusa
SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Absent	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	73.7679%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	26.2321%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

None.

INFORMATIONAL ITEMS

14. Additional Operational Updates

Rafael Santana mentioned a potential forced outage on November 20-22, 2021 to repair a high-pressure valve, assuming all parts are available to shut down and repair. Catalina Sanchez wanted to confirm if the Utility Directors were informed of the outage and how it would affect Members. Rafael Santana will look into and notify Catalina.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, December 6, 2021 at 10:00am.

The meeting was adjourned at 10:29 am.

DRAFT

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 12/06/2021

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

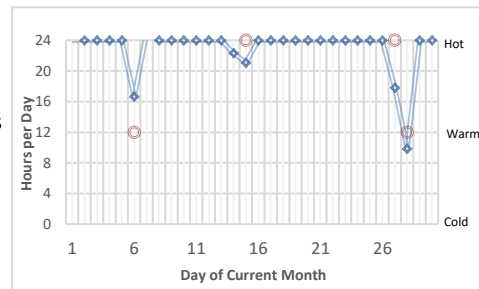
- None

Planned Outage Summaries:

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

Generating Unit Statistics:
Date: 11/1/2021

1. Monthly Production	189,383	MWh
2. Productivity Factor		
a. Service Hours	689	Hours
b. Service Factor	95.5%	%
c. Capacity Factor @ 302MW Pmax	87.0	%
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	6,923	1.07%	23,275	\$6,840
Seg. 2 284 - 296	6870	6,968	1.43%	86,981	\$34,229
Seg. 3 275 - 284	6971	6,983	0.17%	28,904	\$1,338
Seg. 4 250 - 275	7081	7,028	-0.75%	33,683	-\$7,165
Seg. 5 225 - 250	7130	7,123	-0.10%	8,191	-\$235
Seg. 6 200 - 225	7200	7,289	1.23%	2,237	\$793
Seg. 7 175 - 225	7450	7,712	3.52%	545	\$572
Seg. 8 165 - 175	7760	8,113	4.55%	578	\$816
	7,164	7,267	1.44%	184,394	\$37,188

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	-2	2	\$63
Seg. 3 275 - 284	0	-1	1	\$27
Seg. 4 250 - 275	0	-2	2	\$63
Seg. 5 225 - 250	0	0	1	\$21
Seg. 6 200 - 225	0	-1	1	\$40
Seg. 7 175 - 225	1	0	1	\$21
Seg. 8 165 - 175	0	0	0	\$0
	2	-7	8	\$234

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	2	2	0
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	131	77	0
Start Time Deviation (%)	75%	-30%	0%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	3,108	1,722	0
Fuel Deviation (%)	139%	-4%	0%
Costs of Fuel Deviations (\$)	\$14,461*	-\$624**	\$0

***Note** – LEC's MSG model is now live. These runs were bid into the market per the MSG schedule and as such the "Cost of Deviation" columns are not entirely accurate.

****Note** – LEC experienced an anomalous schedule into the market on 11/6-11/7. NCPA is investigating the underlying causes, but this anomaly makes the warm start calculations on 11/6 unusually low.



LEC PPC Meeting

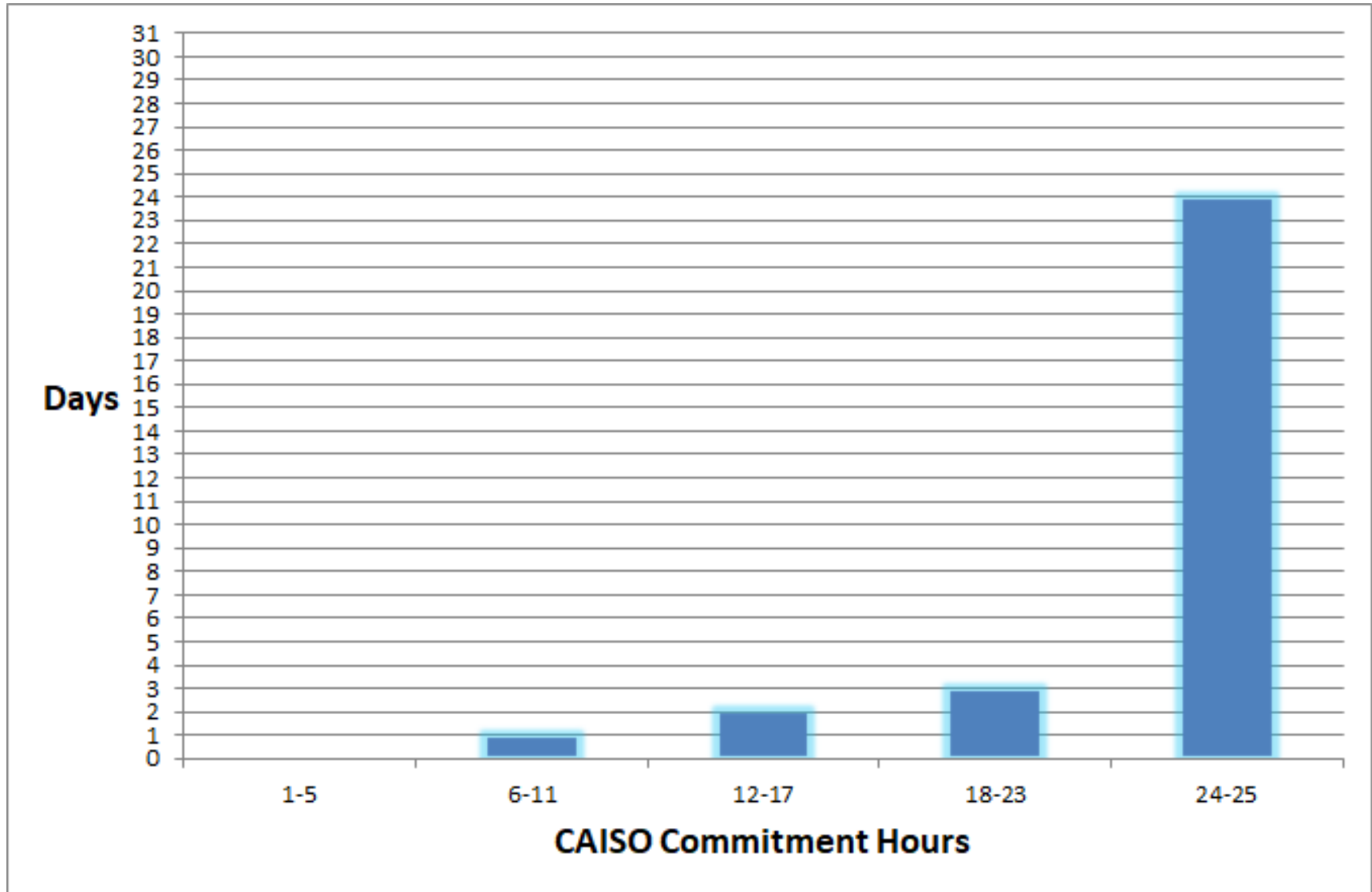
December 6, 2021

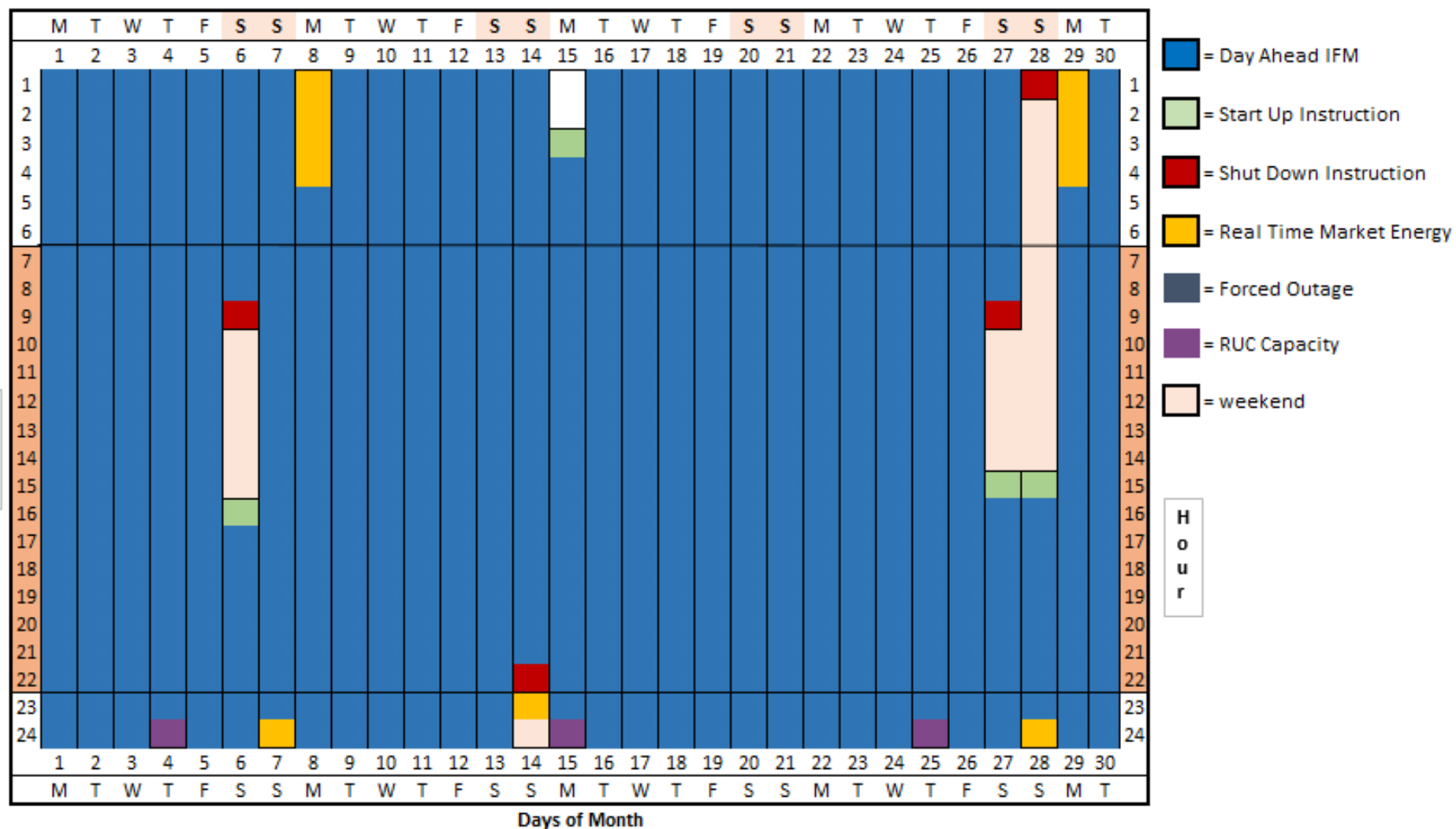
November 2021 Market Financial Results

LEC Operational Results for November 2021

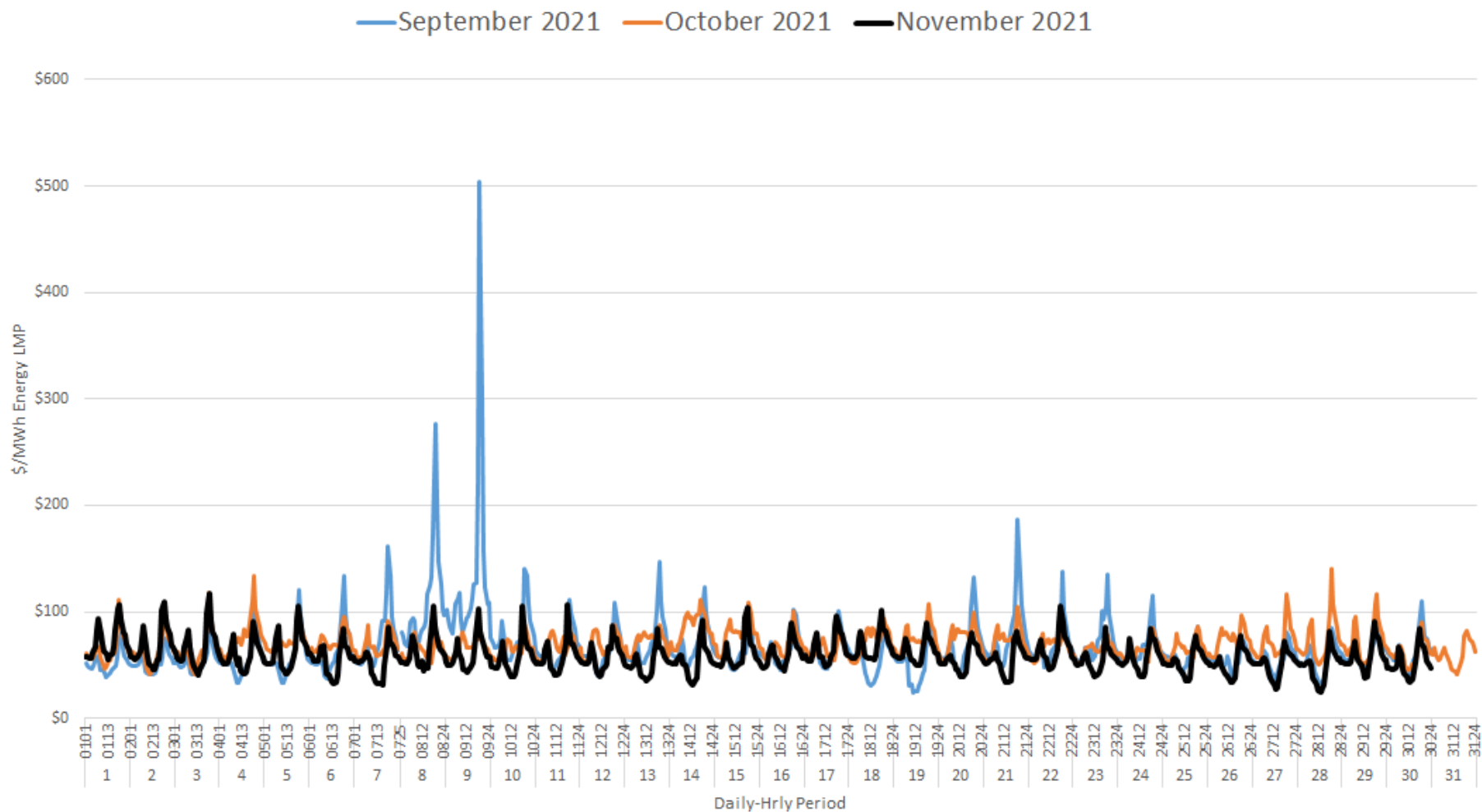
- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 99.9% - Monthly Assessment Flexible Performance Vs
 - 96.5% Availability Standard
- Estimated RAAIM Net Incentive **Payment** Amount:
 - \$6k - \$18k (depending on CAISO's RAAIM rate) for Generic RA based on claimed 104.87 MW
 - \$4k - \$12k (depending on CAISO's RAAIM rate) for Flexible RA based on claimed 76.92 MW
- LEC was committed by CAISO for Market energy 30 days of 30 available days
 - There were four (4) start-ups during the month

Frequency Tabulation of Daily CAISO commitment hours for November 2021

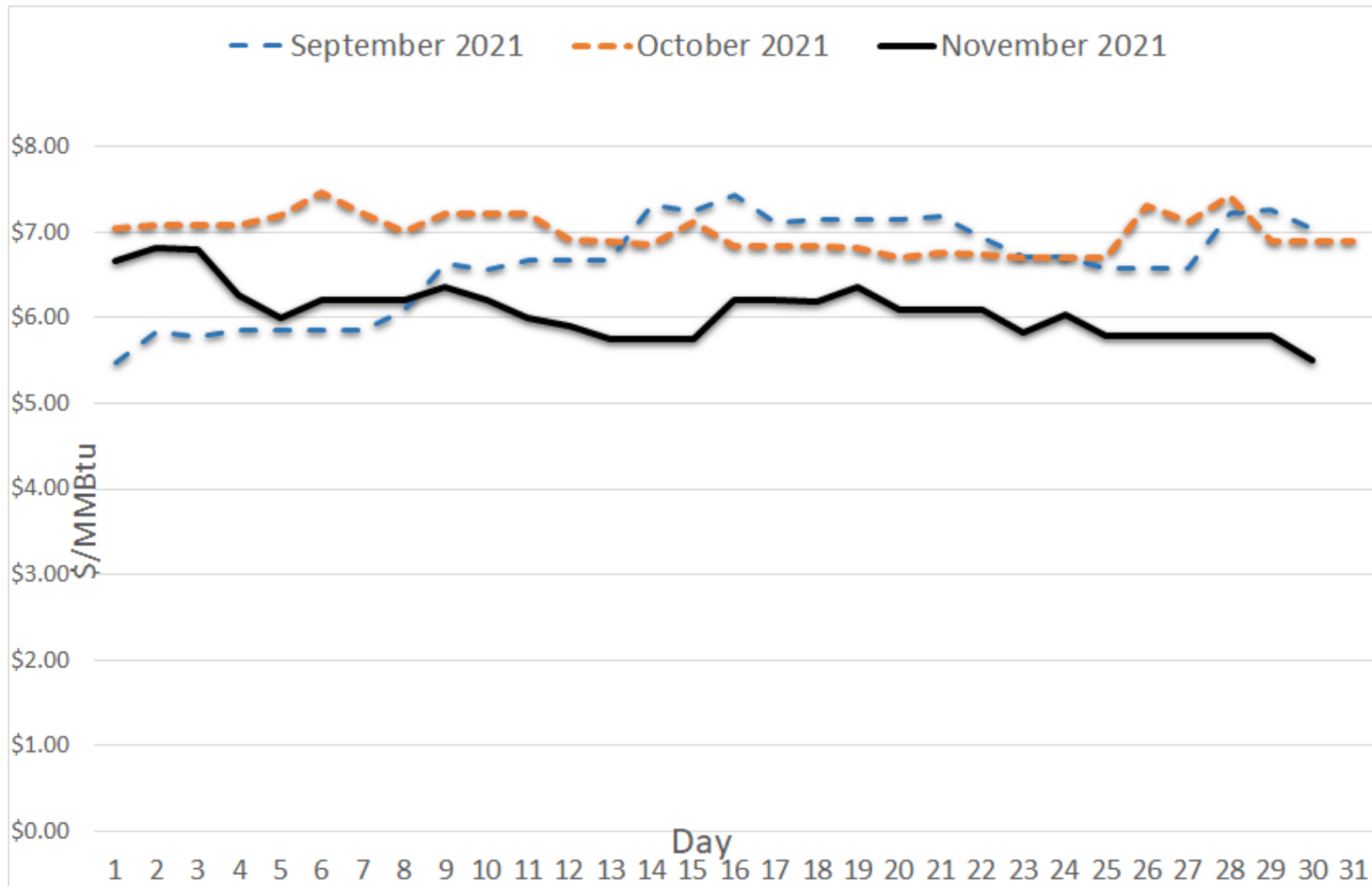




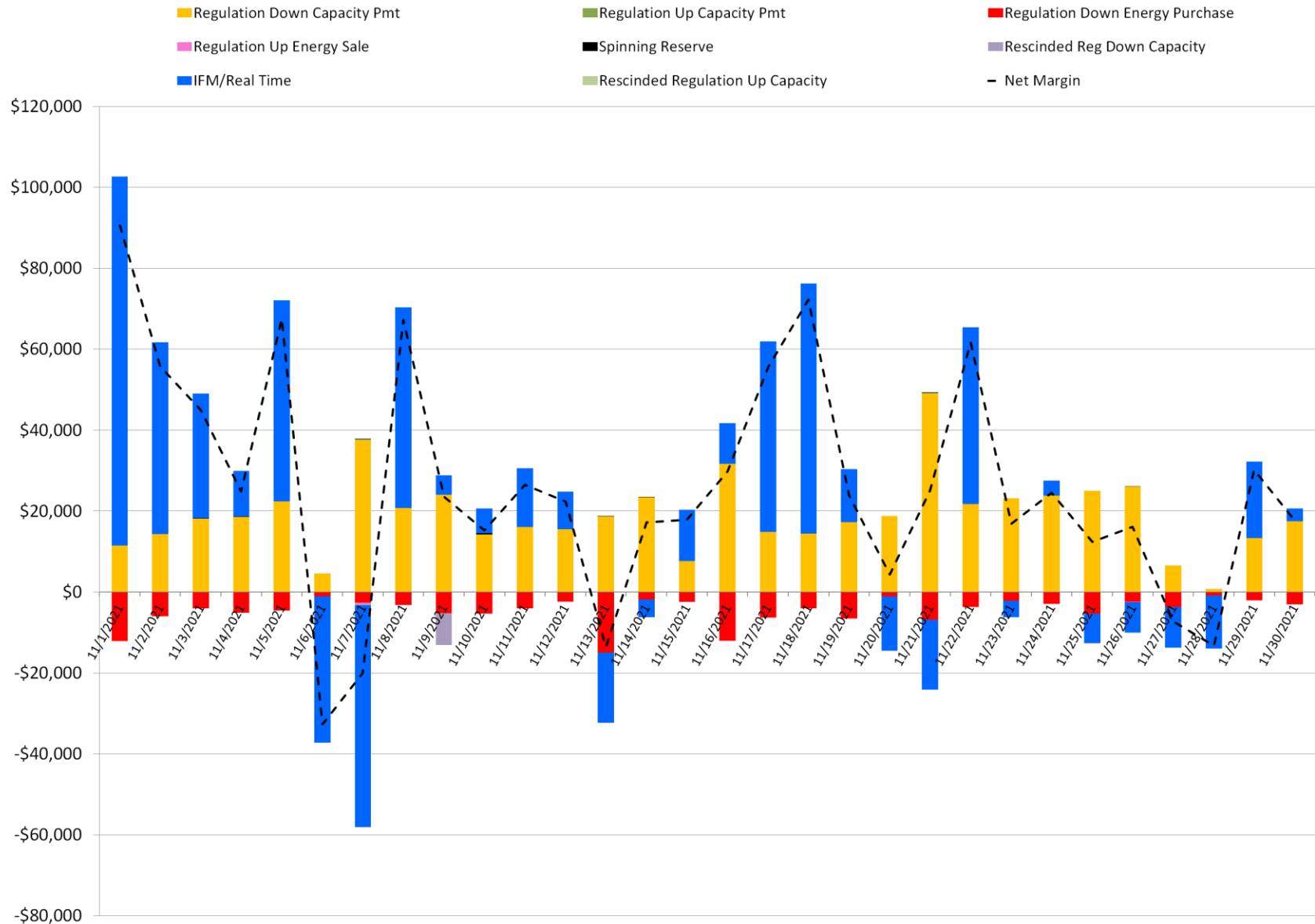
DA Energy LMP values by Month



November 2021 Daily PG&E City Gate Gas Index



November 2021 LEC Daily November Profile by Product



November 2021 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	11,748,000	
Regulation Up Capacity	\$	500	
Regulation Down Capacity	\$	571,200	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 12,319,700
LEC CAISO GMC Costs	\$	(71,700)	
CAISO Energy & Capacity Buyback Costs	\$	(472,000)	
Total Monthly LEC Fuel Cost	\$	(8,388,600)	
Total Monthly GHG Obligation	\$	(2,339,900)	
Variable Operations & Maintenance Cost	\$	(240,900)	
Total Gross Costs			\$ (11,513,100)
Cumulative Monthly Margin			\$ 806,600
24 Days of Accrued LT Maintenance Costs	\$	(364,337)	
Net Cumulative Monthly Margin			\$ 442,263
Average Net Margin \$/MWh	\$		2.3

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

November 2021 Cost of Congestion Component

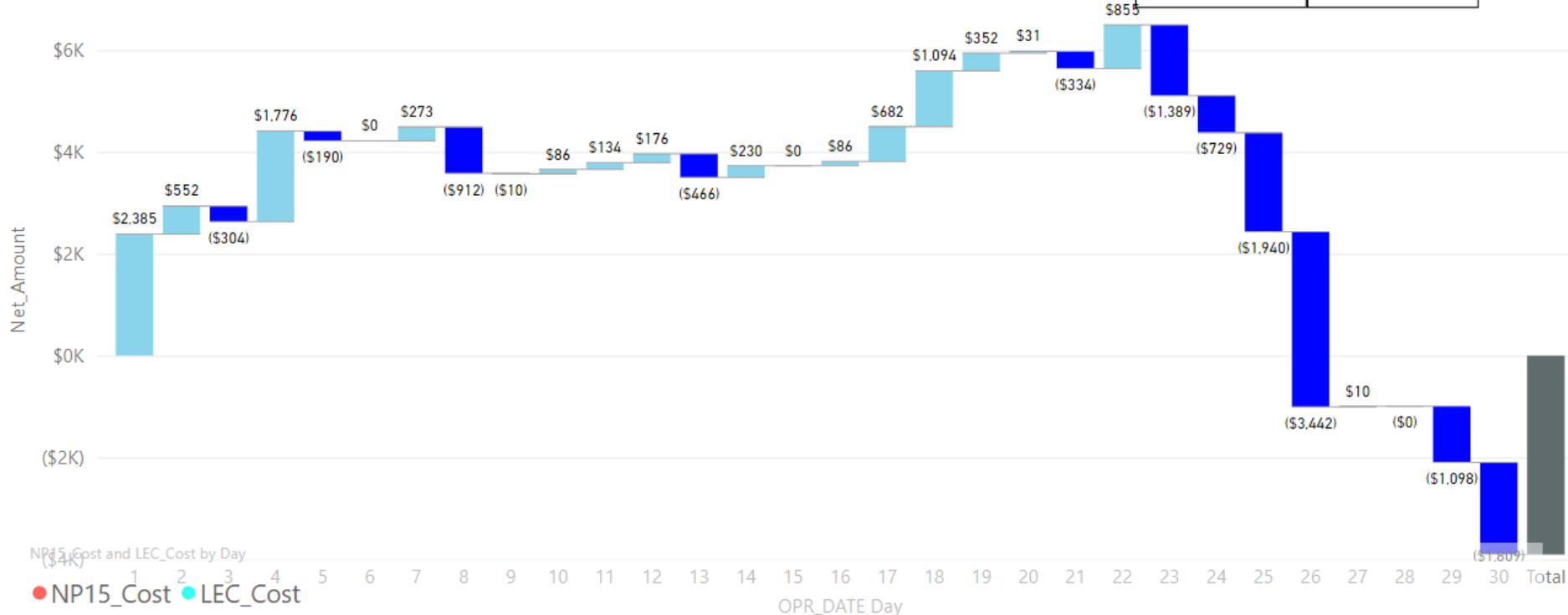
● Increase ● Decrease ● Total

(\$3,902)

(\$0.02)

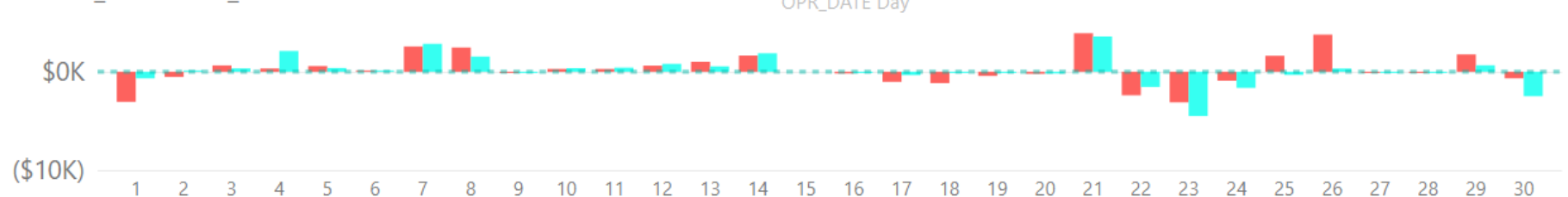
Net_Amount

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

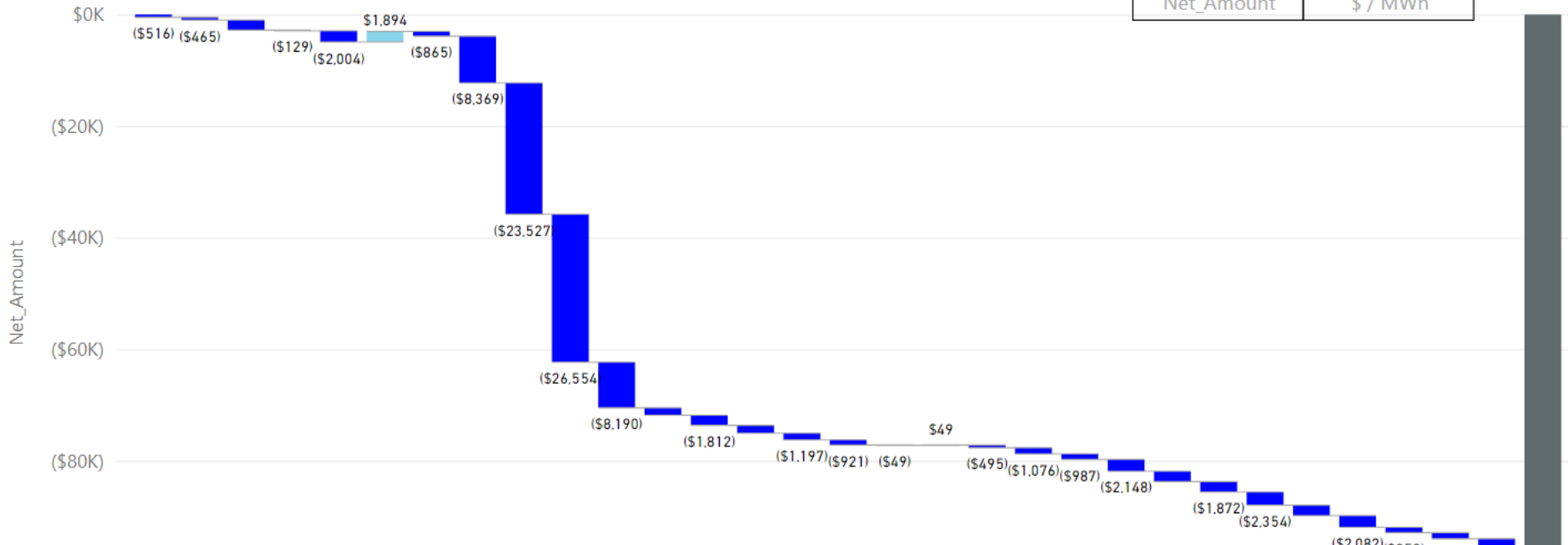
November 2021 Cost of Loss Component

(\$95,600)

Net_Amount

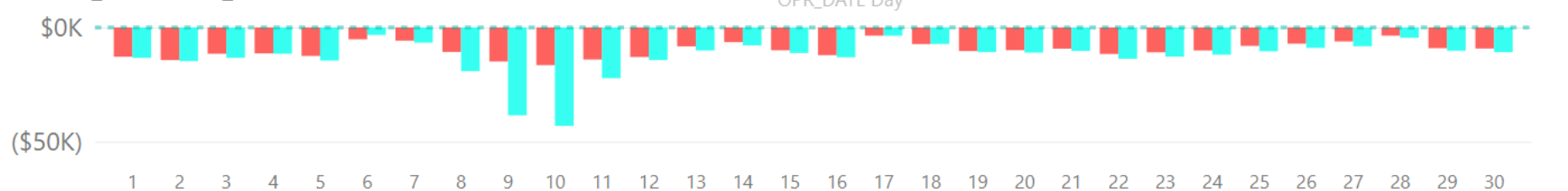
(\$0.51)

\$ / MWh



NP15_Cost and LEC_Cost by Day

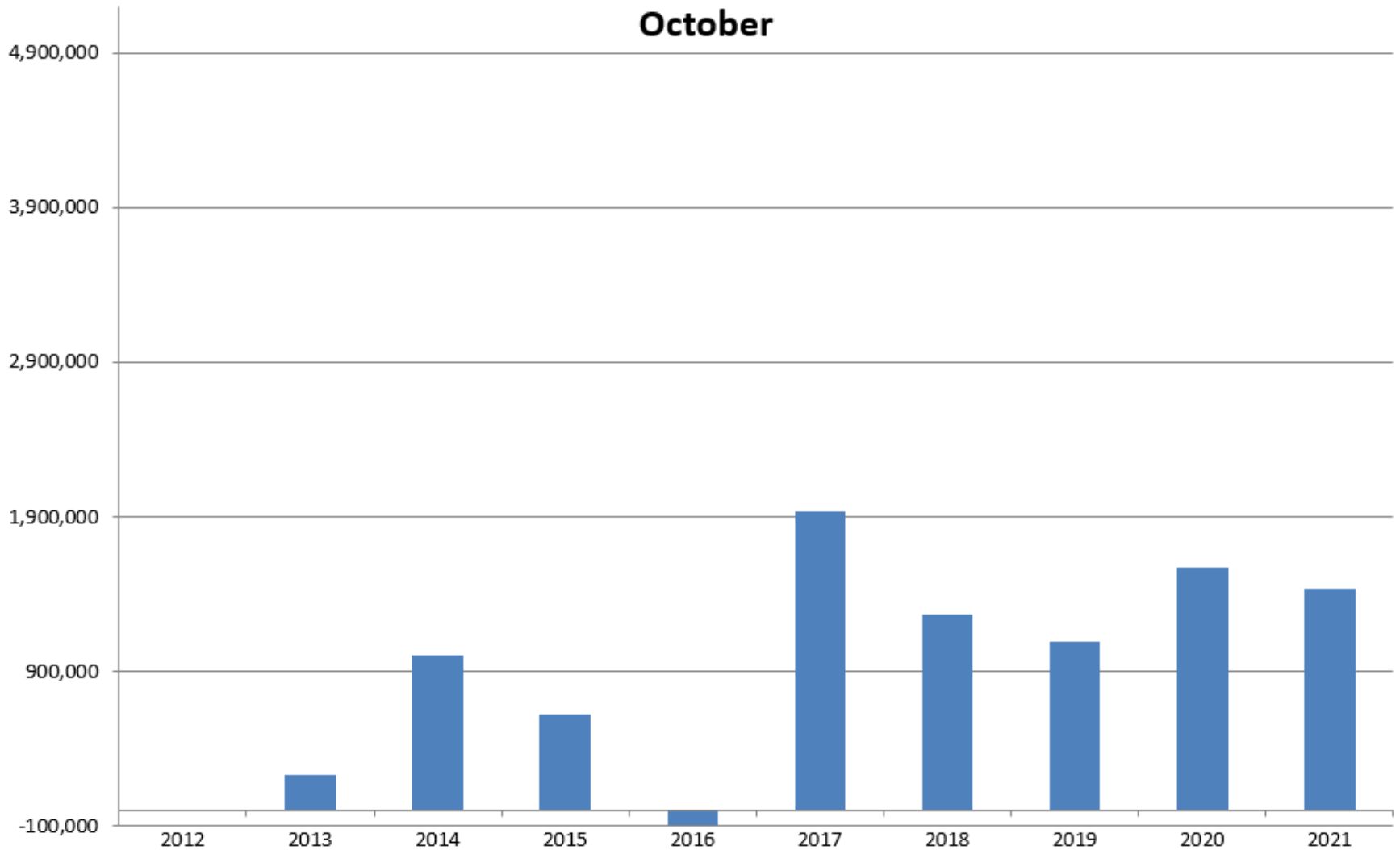
● NP15_Cost ● LEC_Cost



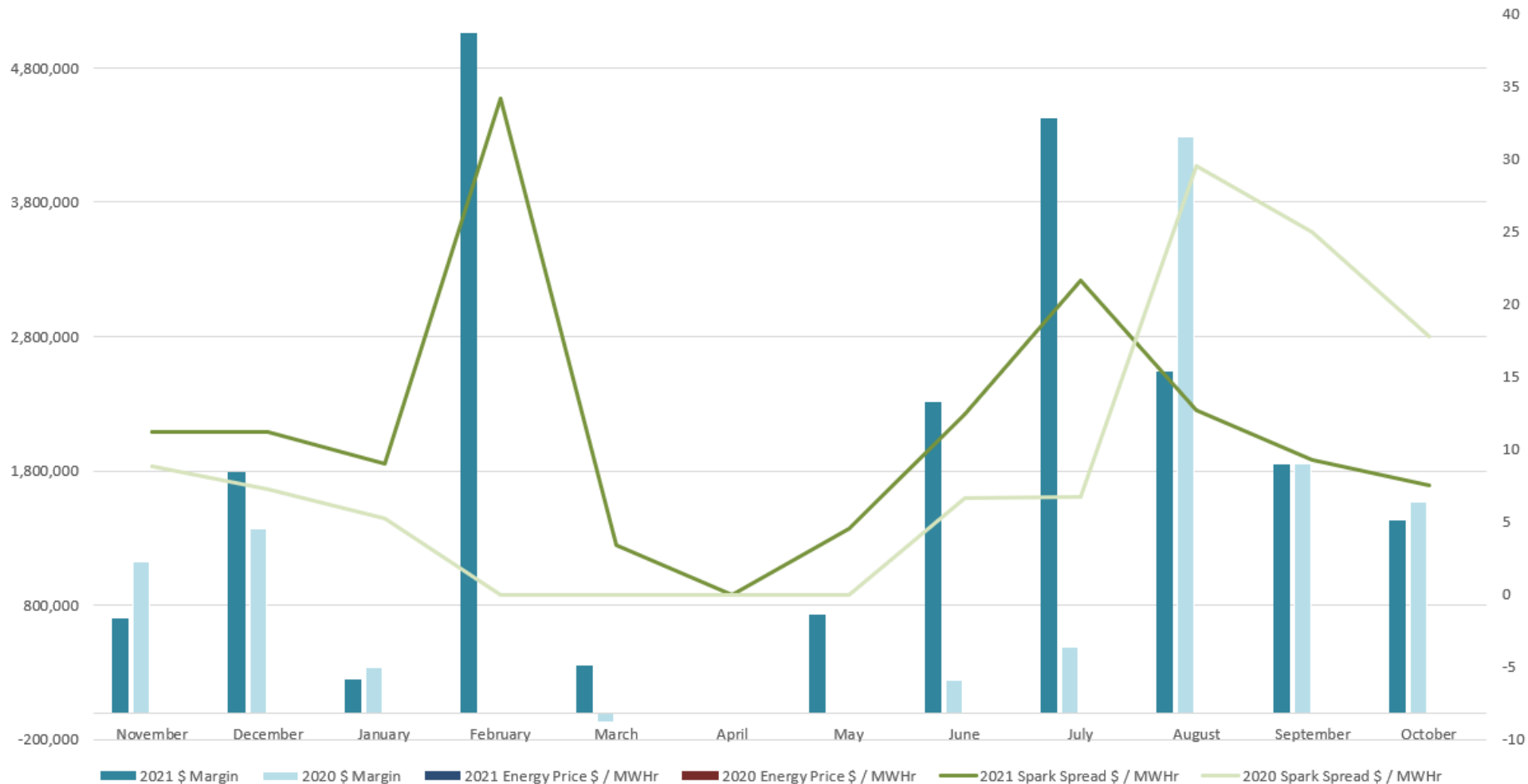
October Asset Report

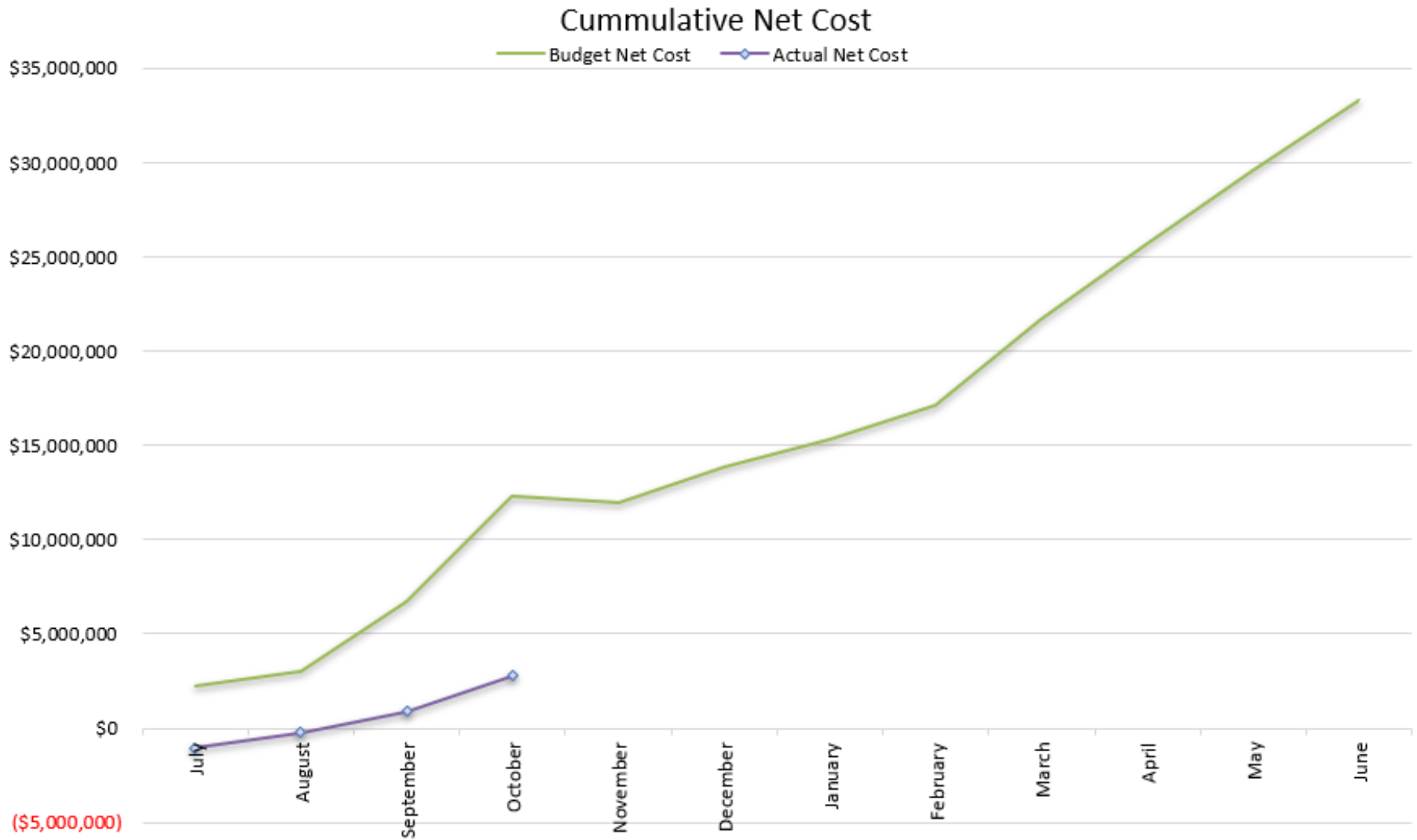
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	14,481,816	11,890,181	4,789,377	2,591,635	22%	High revenue
VOM	12,637,208	10,138,513	3,632,410	2,498,696	25%	High fuel price
Fixed	1,157,098	1,107,031	1,107,031	50,067	5%	Inventory
Projects	156,259	417,244	417,244	(260,985)	-63%	
A&G	208,151	208,180	208,180	(29)	0%	
Debt	2,197,050	5,008,658	5,008,658	(2,811,608)	-56.13%	
Net Cost	(1,873,950)	(4,989,444)	(5,584,146)	3,115,494	-62%	
Net Annual Cost		(19,359,041)	(33,283,101)	\$13,924,060		
				Below budget by 41.84%		

Historical Margins



Historical Monthly Comparison





Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 12/01/2021

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2021 Budget	Percent Used	Comments
VOM	9,973,134	10,171,044	11,917,713	12,637,208	8,542,443	9,356,134	10,704,183	7,894,579	21,232	835,849	21,261	7,252,476	89,327,256	44,037,328	202.8%	
Capacity Factor	91%	89%	92%	85%	91%	94%	94%	84%	0%	0%	0%	79%	66%	64%	103.2%	
Fuel Consumed (mmBTU, estimated)	1,420,025	1,389,734	1,383,289	1,330,762	1,424,445	1,515,859	1,513,864	1,264,362	0	0	0	1,233,982	12,476,322	6,475,833	192.7%	
Avg Fuel Cost (\$/mmBTU)	5.29	5.56	6.85	7.23	4.49	4.61	4.63	4.59	0.00	0.00	0.00	3.86	5.23	4.72	110.8%	Fuel Price Higher
Power Produced (MWhr, estimated)	204,130	200,395	199,055	189,965	197,840	210,536	210,259	175,606	0	0	0	171,386	1,759,172	945,377	186.1%	
Avg Power Price (\$/MWhr)	72.84	66.18	71.56	76.12	50.01	54.11	55.68	55.55	0.00	0.00	0.00	47.12	61.20	52.25	117.1%	Energy price up, net overall improvement
Operations / Variable / LTSA	208,331	139,261	176,151	240,945	185,969	197,875	1,487,111	165,641	21,232	835,849	21,261	540,812	4,220,438	3,601,753	117.2%	despite reduced production.
Fuel (estimated)	7,516,063	7,721,496	9,476,215	9,617,541	6,400,632	6,987,872	7,008,376	5,800,522	0	0	0	4,766,786	65,295,502	31,029,301	210.4%	
AB32 GHG Offset (estimated)	1,754,343	1,752,725	1,893,734	2,045,914	1,674,362	1,781,813	1,779,469	1,486,192	0	0	0	1,450,482	15,619,033	6,268,971	249.1%	
CA ISO Charges (estimated)	494,397	557,562	371,613	732,809	281,481	388,574	429,227	442,224	0	0	0	494,397	4,192,283	3,137,303	133.6%	
Routine O&M (Fixed)	1,370,254	1,247,653	878,388	1,157,098	1,005,030	970,163	1,218,484	978,161	973,162	1,112,528	978,663	981,398	12,870,981	12,766,299	100.8%	
Maintenance / Fixed	410,514	180,863	155,734	213,715	250,000	216,134	216,134	216,134	216,134	350,000	216,134	216,134	2,857,629	2,989,071	95.6%	
Administration	4,749	2,109	4,458	6,998	18,023	18,023	18,023	18,023	18,023	18,023	18,023	18,024	162,499	216,277	75.1%	
Mandatory Costs	32,768	120,740	14,347	16,887	5,000	4,000	20,000	12,000	7,000	12,500	12,500	15,245	272,987	312,245	87.4%	
Inventory Stock	13,076	253,650	0	270,451	0	0	0	0	0	0	0	0	537,177	-	0.0%	STG Parts billing, offset by MaintRsrv Revenue
Labor	652,467	426,770	446,181	391,268	464,645	464,645	696,967	464,645	464,645	464,645	464,645	464,645	5,866,168	6,040,384	97.1%	
Insurance	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,374	131,368	1,576,482	1,576,482	100.0%	
Power Management & Settlements	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,306	125,303	1,503,669	1,503,669	100.0%	
Other Costs	0	6,841	988	1,099	10,682	10,681	10,680	10,679	10,680	10,680	10,681	10,679	94,370	128,171	73.6%	
Projects	163,427	206,099	197,649	156,259	417,244	417,244	417,244	417,244	417,244	417,244	417,244	417,226	4,061,368	5,006,910	81.1%	
Maintenance Reserve	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,259	156,253	1,875,102	1,875,102	100.0%	
Operations & Maintenance Projects	7,168	49,840	41,390	0	114,610	114,610	114,610	114,610	114,610	114,610	114,610	114,598	1,015,266	1,375,308	73.8%	
Capital Projects	0	0	0	0	146,375	146,375	146,375	146,375	146,375	146,375	146,375	146,375	1,171,000	1,756,500	66.7%	
A&G	159,749	229,105	235,597	208,151	208,180	208,180	208,180	208,180	208,180	208,180	208,180	208,174	2,498,036	2,498,154	100.0%	
Administrative & General (Allocated)	134,398	198,391	200,472	177,754	177,777	177,777	177,777	177,777	177,777	177,777	177,777	177,774	2,133,228	2,133,321	100.0%	
Generation Services Shared	25,351	30,714	35,125	30,397	30,403	30,403	30,403	30,403	30,403	30,403	30,403	30,400	364,808	364,833	100.0%	
Total O&M Cost	11,666,564	11,853,901	13,229,347	14,158,716	10,172,897	10,951,721	12,548,090	9,498,164	1,619,818	2,573,801	1,625,347	8,859,274	108,757,641	64,308,691	169.1%	
Debt Service	2,197,050	2,197,050	2,197,050	2,197,050	-673,947	2,167,356	2,167,355	2,167,357	2,167,354	2,167,355	2,167,357	2,167,355	23,285,742	26,008,267	89.5%	
Revenues	14,889,851	13,271,811	14,285,186	14,481,816	10,623,424	12,652,265	13,233,415	10,842,782	32,153	32,153	32,152	8,307,334	112,684,342	57,033,857	197.6%	
ISO Energy Sales (estimated)	14,868,316	13,262,248	14,244,822	14,460,125	9,893,919	11,391,116	11,706,949	9,754,139	0	0	0	8,075,393	107,657,027	49,394,211	218.0%	
Other Income	21,535	9,563	40,364	21,691	729,505	1,261,149	1,526,466	1,088,643	32,153	32,153	32,152	231,941	5,027,315	7,639,646		
Net	\$1,026,237	(\$779,140)	(\$1,141,211)	(\$1,873,950)	\$1,124,474	(\$466,812)	(\$1,482,030)	(\$822,738)	(\$3,755,019)	(\$4,709,003)	(\$3,760,552)	(\$2,719,295)	(\$19,359,041)	(\$33,283,101)	Below budget by 41.84%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: December 6, 2021
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended October 31, 2021

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

Cash - At month end cash totaled \$463.

Investments - The carrying value of the LEC's investment portfolio totaled \$40,251,847 at month end. The current market value of the portfolio totaled \$40,130,768.

The overall portfolio had a combined weighted average interest rate of 0.644% with a bond equivalent yield (yield to maturity) of 0.527%. Investments with a maturity greater than one year totaled \$13,565,000. During the month \$2,671,689 was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates - During the month, rates on 90 day T-Bills increased 3 basis points from 0.03% to 0.06% and rates on one year T-Bills increased 6 basis point from 0.08% to 0.14%.

To the best of my knowledge and belief, all securities held by LEC as of October 31, 2021 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

OCTOBER 31, 2021

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
October 31, 2021

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 463	\$ 15,767,057	\$ 15,767,520	39.17%	\$ 15,766,733
Debt Service Reserve	-	12,729,645	12,729,645	31.62%	12,722,928
O & M Reserve	-	11,669,936	11,669,936	28.99%	11,555,898
	<u>463</u>	<u>40,166,638</u>	<u>40,167,101</u>	<u>99.79%</u>	<u>40,045,559</u>
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	85,209	85,209	0.21%	85,209
Participant Deposit Account	-	-	-	-	-
	<u>\$ 463</u>	<u>\$ 40,251,847</u>	<u>\$ 40,252,310</u>	<u>100.00%</u>	<u>\$ 40,130,768</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
October 31, 2021

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	
		(NOTE B)	(NOTE A)		(NOTE B)		
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 1	\$ 322	\$ -	\$ (2,167,916)	\$ 2,167,444	\$ (149)
Debt Service Reserve	-	9	-	-	(9)	-	-
O & M Reserve	-	4,937	498,763	-	(503,700)	-	-
	-	4,947	499,085	-	(2,671,625)	2,167,444	(149)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	64	-	-	(64)	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 5,011	\$ 499,085	\$ -	\$ (2,671,689)	\$ 2,167,444	\$ (149)

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
October 31, 2021

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,167,916	\$ (322)	\$ 356	\$ -	\$ -	\$ 2,167,950
Debt Service Reserve	9	-	(1,108)	-	-	(1,099)
O & M Reserve	503,700	(498,763)	(2,645)	-	-	2,292
	<u>2,671,625</u>	<u>(499,085)</u>	<u>(3,397)</u>	<u>-</u>	<u>-</u>	<u>2,169,143</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	64	-	-	-	-	64
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 2,671,689</u>	<u>\$ (499,085)</u>	<u>\$ (3,397)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,169,207</u>

Less Non- Cash Activity

Disc/(Prem) Amortization & Gain/(Loss) on Sale

Net Change in Investment --Before Non-Cash Activity

3,397

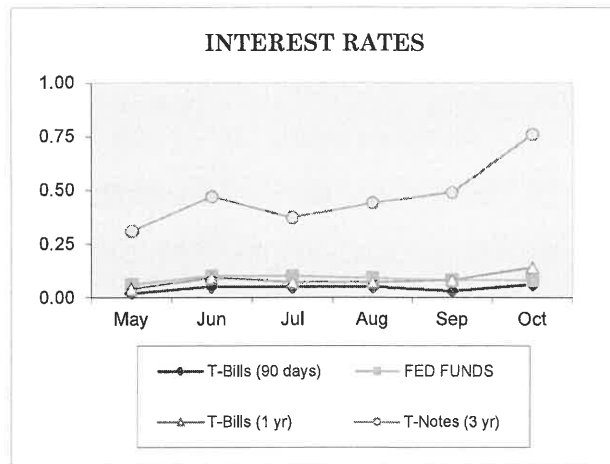
\$ 2,172,604

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
October 31, 2021

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.644%	0.527%
Debt Service Account	0.031%	0.031%
Debt Service Reserve	0.997%	0.878%
O & M Reserve	1.092%	0.816%
GHG Cash Account	0.238%	0.238%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	0.08%	0.09%
T-Bills (90da.)	0.06%	0.10%
Agency Disc (90da.)	0.11%	0.12%
T-Bills (1yr.)	0.14%	0.12%
Agency Disc (1yr.)	0.11%	0.11%
T-Notes (3yr.)	0.76%	0.19%



**Northern California Power Agency/Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
October 31, 2021**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ -	\$ 4,100	\$ -	\$ 10,000	\$ -	\$ 14,100	35.06%
Corporate Bonds (MTN)	-	-	-	595	-	2,065	-	2,660	6.61%
Municipal Bonds	500	-	-	-	-	1,500	-	2,000	4.98%
US Bank Trust Money Market	21	-	-	-	-	-	-	21	0.05%
Investment Trusts (LAIF)	1,649	-	-	-	-	-	-	1,649	4.10%
U.S.Treasury Market Acct.	-	-	-	-	-	-	-	-	0.00%
U.S.Treasury Bill/Note	-	19,278	-	509	-	-	-	19,787	49.20%
Total Dollars	\$ 2,170	\$19,278	\$0	\$5,204	\$ -	\$13,565	\$0	\$ 40,217	100.00%
Total Percents	5.39%	47.94%	0.00%	12.94%	0.00%	33.73%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report

10/31/2021

LEC Issue #1 2010B DS Fund

Issuer	Trustee /Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	72	0.010		72		1	0.010	72	SYS79004	79004	72
U.S. Treasury	USBT	4,988,000	0.030	07/23/2021	4,987,476	11/26/2021	25	0.030	4,987,800	912796H77	27240	4,987,896
U.S. Treasury	USBT	722,000	0.035	08/27/2021	721,936	11/26/2021	25	0.035	721,971	912796H77	27266	721,982
U.S. Treasury	USBT	721,000	0.019	09/28/2021	720,975	11/30/2021	29	0.020	720,984	912796N88	27283	720,988
U.S. Treasury	USBT	721,000	0.040	10/26/2021	720,972	11/30/2021	29	0.040	720,984	912796N88	27305	720,977

Fund Total and Average \$ 7,152,072 0.031 \$ 7,151,431 26 0.031 \$ 7,151,771 \$ 7,151,915

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	335	0.010		335		1	0.010	335	SYS79012	79012	335
U.S. Treasury	USBT	2,940,000	0.030	07/23/2021	2,939,691	11/26/2021	25	0.030	2,939,882	912796H77	27241	2,939,939
U.S. Treasury	USBT	780,000	0.035	08/27/2021	779,931	11/26/2021	25	0.035	779,969	912796H77	27267	779,981
U.S. Treasury	USBT	780,000	0.020	09/28/2021	779,973	11/30/2021	29	0.020	779,961	912796N88	27284	779,987
U.S. Treasury	USBT	780,000	0.039	10/26/2021	779,970	11/30/2021	29	0.040	779,961	912796N88	27306	779,975

Fund Total and Average \$ 5,280,335 0.031 \$ 5,279,900 26 0.031 \$ 5,280,108 \$ 5,280,217

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	1,334,000	0.030	07/23/2021	1,333,860	11/26/2021	25	0.030	1,333,947	912796H77	27242	1,333,972
U.S. Treasury	USBT	667,000	0.034	08/27/2021	666,941	11/26/2021	25	0.035	666,973	912796H77	27268	666,984
U.S. Treasury	USBT	667,000	0.019	09/28/2021	666,977	11/30/2021	29	0.020	666,967	912796N88	27285	666,989
U.S. Treasury	USBT	667,000	0.040	10/26/2021	666,974	11/30/2021	29	0.040	666,967	912796N88	27307	666,979

Fund Total and Average \$ 3,335,000 0.031 \$ 3,334,752 27 0.031 \$ 3,334,854 \$ 3,334,924

GRAND TOTALS: \$ 15,767,407 0.031 \$ 15,766,083 26 0.031 \$ 15,766,733. \$ 15,767,056

*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 Trustees/ Custodian Statements or bid prices from the Wall Street Journal as of 10/31/2021



Northern California Power Agency
Treasurer's Report

10/31/2021

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	18,873	0.010		18,873		1	0.010	18,873	SYS79005	79005	18,873
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	221	1.760	4,151,209	313379Q69	26463	4,108,687
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	227	0.036	508,746	912796J42	27244	508,886
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,582	0.840	4,383,396	3133E5MSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	08/12/2026	1,684	0.799	148,112	3130AN4T4	27270	150,508
Fund Total and Average		\$ 9,207,873	1.367		\$ 9,276,542		899	1.203	\$ 9,210,336			\$ 9,216,954

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	911	0.010	07/01/2021	911		1	0.010	911	SYS79006	79006	911
U.S. Treasury	USBT	2,369,000	0.019	09/28/2021	2,368,917	11/30/2021	29	0.020	2,368,882	912796N88	27287	2,368,962
Fund Total and Average		\$ 2,369,911	0.020		\$ 2,369,828		29	0.020	\$ 2,369,793			\$ 2,369,873

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	845	0.010		845		1	0.010	845	SYS79013	79013	845
U.S. Treasury	USBT	1,142,000	0.035	08/27/2021	1,141,899	11/26/2021	25	0.035	1,141,954	912796H77	27271	1,141,972
Fund Total and Average		\$ 1,142,845	0.035		\$ 1,142,744		25	0.035	\$ 1,142,799			\$ 1,142,817
GRAND TOTALS:		\$ 12,720,629	0.957		\$ 12,789,114		659	0.878	\$ 12,722,928.			\$ 12,729,644

*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 10/31/2021

Callable Dates:

Inv # 27199 FFCB Anytime



Northern California Power Agency
Treasurer's Report

10/31/2021

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,563,361	0.238		1,563,361		1	0.238	1,563,361	SYS70047	70047	1,563,361
First American Govt.	USBGC	0	0.002		0		1	0.002	0	SYS70041	70041	0
Memphis Center City	USBGC	500,000	5.530	04/27/2020	533,880	11/01/2021	0	1.000	500,000	58607ECD4	26986	500,000
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	203	2.456	601,795	90331HPC1	28622	595,620
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,126	1.776	497,876	14912L6G1	26952	485,162
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,338	0.610	492,045	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,366	0.579	986,090	3136G4D75	27047	1,000,749
Federal Farm Credit	USBGC	2,000,000	0.670	08/04/2020	2,000,000	09/04/2025	1,372	0.670	1,982,500	3133EL2S2	27054	2,000,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,386	0.600	988,850	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,428	0.530	733,665	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,428	0.530	660,044	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,560	0.699	490,115	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,641	1.200	488,225	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,718	1.050	980,840	57629WDE7	27250	1,006,860
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,759	1.250	97,052	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,778	1.227	493,440	14913R2Q9	27290	498,184
Fund Total and Average		\$ 11,643,361	1.092		\$ 11,718,485		1136	0.816	\$ 11,555,898			\$ 11,669,936
GRAND TOTALS:		\$ 11,643,361	1.092		\$ 11,718,485		1136	0.816	\$ 11,555,898.			\$ 11,669,936

*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 10/31/2021

Callable Dates:

Inv #	USB	Anytime starting 4/22/2022
26822	FHLMC	Quarterly starting 7/29/2022
27047	FFCB	Anytime
27054	FNMA	Quarterly starting 8/18/2022
27057	FFCB	Anytime
27083	FFCB	Anytime
27084	APPL	Anytime starting 1/8/2026
27170	JPM	Annually starting 4/30/2023
27222	BAC	Semi-annually starting 8/26/2022
27259		



Northern California Power Agency
Treasurer's Report

10/31/2021

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		85,209	0.238		85,209		1	0.238	85,209	SYS70046	70046	85,209
Fund Total and Average		\$ 85,209	0.238		\$ 85,209		1	0.238	\$ 85,209			\$ 85,209
GRAND TOTALS:		\$ 85,209	0.238		\$ 85,209		1	0.238	\$ 85,209.			\$ 85,209

*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 10/31/2021



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: December 6, 2021

To: Lodi Energy Center Project Participant Committee

Subject: October 31, 2021 Financial Reports (Unaudited)

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

	October	
	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 85,209	\$ 87,127
Interest receivable	39	135
Inventory and supplies - at average cost	2,722,066	2,220,138
Prepaid insurance	123,889	87,733
Due from (to) Agency, net	44,684,019	22,695,147
TOTAL CURRENT ASSETS	47,615,222	25,090,280
RESTRICTED ASSETS		
Cash and cash equivalents	10,886,100	6,940,211
Investments	29,287,451	30,374,609
Interest receivable	84,242	78,549
TOTAL RESTRICTED ASSETS	40,257,793	37,393,369
ELECTRIC PLANT		
Electric plant in service	410,208,081	409,938,075
Less: accumulated depreciation	(113,734,864)	(99,590,274)
TOTAL ELECTRIC PLANT	296,473,217	310,347,801
OTHER ASSETS		
Regulatory assets	25,195,414	28,669,158
TOTAL OTHER ASSETS	25,195,414	28,669,158
TOTAL ASSETS	409,541,646	401,500,608
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	1,075,405	1,399,993
Asset retirement obligations	189,104	184,345
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,264,509	1,584,338
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 410,806,155	\$ 403,084,946

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

	October	
	2021	2020
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 9,617,674	\$ 2,601,254
Operating reserves	16,619,175	15,788,314
Current portion of long-term debt	12,880,000	12,515,000
Accrued interest payable	5,467,085	5,611,933
TOTAL CURRENT LIABILITIES	44,583,934	36,516,501
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	227,953	86,937
Asset retirement obligations	189,104	184,345
Long-term debt, net	293,655,000	306,535,000
TOTAL NON-CURRENT LIABILITIES	294,072,057	306,806,282
TOTAL LIABILITIES	338,655,991	343,322,783
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	40,144,956	39,662,193
NET POSITION		
Invested in capital assets, net of related debt	(4,688,547)	(171,780)
Restricted	10,391,128	7,570,013
Unrestricted	26,302,627	12,701,737
TOTAL NET POSITION	32,005,208	20,099,970
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 410,806,155	\$ 403,084,946

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

		Four Months Ended October	
		2021	2020
SALES FOR RESALE			
Participants	\$	19,733,324	\$ 17,604,393
Other		57,001,872	22,008,669
TOTAL SALES FOR RESALE		76,735,196	39,613,062
OPERATING EXPENSES			
Operations		45,021,509	12,447,962
Depreciation		4,716,681	4,712,742
Purchased power		1,829,252	603,521
Maintenance		1,481,158	1,261,419
Administrative and general		1,952,120	1,737,268
Transmission		336,887	334,545
Intercompany (sales) purchases		121,587	113,047
TOTAL OPERATING EXPENSES		55,459,194	21,210,504
NET OPERATING REVENUES		21,276,002	18,402,558
OTHER REVENUES (EXPENSES)			
Interest expense		(4,475,771)	(4,600,189)
Interest income		108,088	(63,421)
Other		3,247,346	1,160,861
TOTAL OTHER REVENUES (EXPENSES)		(1,120,337)	(3,502,749)
FUTURE RECOVERABLE AMOUNTS		(4,611,483)	(459,776)
INCREASE IN NET POSITION		15,544,182	14,440,033
NET POSITION			
Beginning of year		16,461,026	5,659,937
End of period	\$	32,005,208	\$ 20,099,970



Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: December 6, 2021

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
December 2021														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	19,709	41,596	1,689	237,032	12,378	10,355	67,089	12,759	75,805	4,953	18,877	155,886	11,250	669,378
Current MT Compliance Instrument Account (MTA) Balance (MT)	19,709	22,861	2,071	292,883	13,157	10,527	67,272	13,164	90,928	5,151	14,909	179,919	11,299	743,850
MTA Shortfall (MT)	0	18,735	(382)	(55,851)	(779)	(172)	(183)	(405)	(15,123)	(198)	3,968	(24,033)	(49)	(74,472)
Monthly GHG Price \$/MT	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84	42.84
GHG Minimum Cash Compliance Obligation (\$)	0	802,607	0	0	0	0	0	0	0	0	169,989	0	0	972,597
Current Month CCA Balance (\$)*	66,202	0	155	0	1,197	5,188	841	0	0	0	64,819	0	2,879	141,281
Net GHG Obligation (\$)	0	802,607	0	0	0	0	0	0	0	0	105,170	0	0	907,778
Advance Funding for Allowances Auction Purchase (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total GHG Obligation and Advance Funding (\$)	0	802,607	0	0	0	0	0	0	0	0	105,170	0	0	907,778

	CY 2021 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual										Estimated		CY 2021	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	27,128	148,103	104,725	0	161,261	185,843	204,136	200,391	199,052	189,966	198,120	215,925	1,834,650	10,492,557
Gas Schedule (MMBtu)	202,597	1,035,991	736,486	0	1,134,237	1,299,690	1,425,158	1,393,256	1,379,841	1,329,789	1,537,409	1,675,581	13,150,035	75,688,897
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		
HVAC/Water Heater (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	6,315
Monthly MT Obligation (MTO)	10,933	55,907	39,744	0	61,209	70,138	76,909	75,187	74,463	71,762	82,966	90,423	709,641	4,092,602
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	983,067	1,038,974	1,078,718	1,078,718	1,139,927	1,210,065	1,286,974	1,362,161	1,436,624	494,894	577,860	668,283	668,283	668,283
Compliance Instrument Participant Transfers														
Carryover Allowances	37,000	0	0	0	0	0	0	0	0	0	0	0	37,000	69,263
Auction Allowances	7,406	0	14,000	2,216	6,923	128,666	178,486	49,089	40,720	50,807	60,750	0	539,063	4,034,981
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	44,406	0	14,000	2,216	6,923	128,666	178,486	49,089	40,720	50,807	60,750	0	576,063	4,104,244
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	1,013,492	0	0	1,013,492	3,418,853
Total Monthly Activity (MT)	44,406	0	14,000	2,216	6,923	128,666	178,486	49,089	40,720	50,807	60,750	0	576,063	4,150,566
Cumulative MT Account Balance (MTA)	1,214,226	1,214,226	1,228,226	1,230,442	1,237,365	1,366,031	1,544,517	1,593,606	1,634,326	671,641	732,391	732,391	732,391	732,391
MTA Shortfall (MT)	(231,159)	(175,252)	(149,508)	(151,724)	(97,438)	(155,966)	(257,543)	(231,445)	(197,702)	(176,747)	(154,531)	(64,108)	(64,108)	(64,108)
Current Month CCA Balance (\$)	0	0	0	0	0	0	0	0	0	0	0	141,282	141,282	141,282
Monthly GHG Price	38.09	38.22	41.62	38.49	38.63	42.03	38.90	39.04	42.43	39.31	39.44	42.84		



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: December 6, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Black & Veatch Corporation – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task Professional Services Agreement with Black & Veatch Corporation for consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Consulting services related to project support and plant operations are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with Black & Veatch Corporation is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with HDR Engineers and Worley Group, Inc.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Black & Veatch Corporation



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BLACK & VEATCH CORPORATION

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Black & Veatch Corporation, a corporation with its office located at 11401 Lamar, Overland Park, KS 66211 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2021 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services with the degree of care and skill ordinarily exercised by recognized engineering members of the design profession practicing under similar conditions at the same time and locality of the Project. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

As used in this Section 1.2, "Warranty Period" means one (1) calendar year following completion of the Services, except that with regard to design, "Warranty Period" means one (1) calendar year following Substantial Completion of the related project; provided, however, that in no event will the Warranty Period extend beyond four years from Consultant's completion of the Services. "Substantial Completion" means the stage in which the progress of a project, or applicable portion thereof, is sufficiently complete such that the Agency can occupy or utilize the project or portion thereof for its intended purpose.

If, during the Warranty Period, it is shown there is an error in the Services caused solely by Consultant's failure to meet the standard of performance in this Section 1.2, and Agency has notified Consultant in writing of any such error within that period, Consultant shall re-perform, at no additional cost to Agency, such Services within the original scope of Services as may be necessary to remedy such error. Consultant shall reimburse Agency for any resulting costs, expenses or damages suffered by Agency, including but not limited to costs of removal, reinstallation, or re-procurement and any other third party costs, damages and losses incurred by Agency subject to the limitations in Section 5.3. Re-performed Services shall be warranted for an additional year, not to exceed four years from the completion of the original Services.

If the Services include a technical review of work performed by Agency's contractors or consultants, Consultant shall provide such technical review in order for Agency to have a greater degree of confidence that such work will conform generally to the contract documents between Agency and Agency's contractors or consultants. Agency's contractors and consultants shall remain solely responsible for the quality of the work that Consultant reviews, and Consultant's review shall not be deemed to be a warranty or guarantee from Consultant regarding the quality of the work reviewed. Agency agrees that its exclusive remedy for defective work by others that is reviewed by Consultant shall be from Agency's contractors and consultants who performed the work.

Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Agency or third parties not under contract to Consultant (collectively, "Third Party Information"); provided, however, that (1) this provision shall not excuse Consultant's failure to perform the Services to the standard of care in this Section 1.2, and (2) where the scope of services includes checking or verifying the accuracy of Third Party Information, this provision shall not excuse Consultant from performing such checking or verifying to the standard of care in this Section 1.2.

The obligations and representations contained in this Section 1.2 are Consultant's sole warranty and guarantee obligations and Agency's exclusive remedy in respect of quality of the Services. EXCEPT AS PROVIDED IN THIS ARTICLE, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Section 1.2 governs, modifies, and supersedes any other terms in this Agreement which may be construed to address warranties or guarantees or the quality of the Services.

- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services 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 Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven (7) calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant either chooses to perform or chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period specified, then Consultant will be deemed to have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

- 2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering 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. Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$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. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on an "occurrence" basis, except that Consultant may maintain such insurance 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 in accordance with Subsection 4.4.1.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured except for Workers Compensation, Employer's Liability and Professional

Liability policies, and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

4.4.3 Higher Limits. Subject to Section 5.3, below, if Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all third-party claims for bodily injury (including death) or property damage to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. For the avoidance of doubt, claims of an employee of Agency or Consultant are deemed third party claims. Except for professional services addressed in California Civil Code Section 2782.8, Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims of negligence, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the proportional extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. The indemnification and defense obligation in this section shall conform to California Civil Code Section 2782.8.

5.3 Limitation of Liability.

(a) In no event shall Consultant be liable to Agency for any loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions (other than sanctions imposed on Consultant by governmental and regulatory agencies); and claims of customers for such damages; or for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to the performance of this Agreement;

(b) The total cumulative liability of Consultant and any entity owned by, owning, controlled by, controlling or under common control of Consultant to Agency for all claims, losses, damages, and expenses in any way arising from or related to the performance of this Agreement shall not be greater than Two Million Dollars (\$2,000,000).

To the fullest extent allowed by law, releases from, waivers of, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1. Agency shall not have the right to control the means, methods, techniques, sequences or procedures by which Consultant

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant. If Agency has not issued any requests for Services or Purchase Orders to Consultant and if any previously issued requests for Services or Purchase orders are completed to Agency's satisfaction, Consultant may cancel this Agreement without cause upon thirty (30) days prior written notice to Agency.

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** Prior to creating photographic, video, or other visual recordation of a secured Agency facility, Consultant shall obtain express written permission from Agency specifically identifying the facilities to be included in the visual record. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, notes, memoranda, or any other documents or materials, including all versions of such documents or materials, in written, electronic, or any other form, that Consultant creates, prepares, or obtains pursuant to this Agreement and that relate to the matters covered hereunder ("Work Product") shall be the property of the Agency. Consultant hereby agrees to deliver the Work Product to the Agency upon termination of the Agreement. Consultant may retain any copies of any Work Product pursuant to Section 9.4. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release any Work Product to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Consultant grants to Agency an irrevocable (except in the event of a breach of this license), nonexclusive, royalty-free license to utilize Consultant's proprietary

property provided to Agency as part of the Services to the extent necessary for Agency's use.

Consultant represents that the Work Product will be delivered to Agency free of encumbrances, including copyright or licensing restrictions, that would limit the ability of the Agency to adapt, modify, or otherwise use the Work Product.

Notwithstanding anything to the contrary, Consultant shall have no responsibility or liability for any claims, losses, or damages caused by Agency's re-use of Work Product on other projects or for purposes outside the scope of this Agreement, and Consultant shall have no liability for Agency's alteration or modification of the work product without Consultant's prior review and written approval.

Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Notwithstanding anything to the contrary, Consultant shall retain ownership of Consultant's prior developed intellectual property (including standard drawings and specifications, computer programs and models, copyrights, trade secrets, patented, patent pending, or other patentable technology, processes, or business practices) as long as all of these materials were developed prior to the Services and developed without compensation from Agency.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

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

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible

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

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). By disclosing Confidential Information, the Disclosing Party represents that it has the legal right to disclose the Confidential Information and that the disclosure to the Receiving Party will not violate any law, agreement, or any other applicable restriction as to the disclosure of the Confidential Information. 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, Consultant shall be permitted to generally reference the Services in resumes and proposals with the exception of photos and drawings. Additionally, 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 its or its affiliates' directors, officers, employees, agents, consultants, contractors, subcontractors or suppliers, or other representatives of Receiving Party that have a need to know in connection with this Agreement, that are informed of the confidentiality provisions in this Agreement, and who agree to comply with the confidentiality provisions in this Agreement; ***provided however,*** that for disclosure to a subcontractor or supplier, the Receiving Party shall obtain in writing, a confidentiality undertaking containing obligations no less stringent as the obligations contained herein, and shall furnish proof thereof to the Disclosing Party upon its request.

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 back-up purposes in its computer system and; (b) in files of its legal department or outside counsel; and (c) in files of Receiving Party and its 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 and its affiliates' employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement and in accordance with the terms of this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by 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.

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

Black & Veatch Corporation
Attention: Michael Fisher, Project Manager
4600 South Syracuse Street, Suite 800
Denver, CO 80237

With a copy to:

Black & Veatch Corporation
Attention: Legal Department
11401 Lamar Avenue
Overland Park, KS 66211

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services 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 Services relating to such Member, and that the provisions of Section 5, Section 9, and Section 11 shall be extended to include such Member.

10.16 Representations and Remedies. Except as otherwise stated in this Agreement, the warranties, obligations, liabilities and remedies of the parties, as provided herein, are the sole and exclusive remedies of the parties for the matters to which they specifically pertain, notwithstanding any remedy otherwise available at law or in equity.

Section 11. SAFETY AND HAZARDOUS MATERIALS.

11.1 Safety and Environmental Regulations. Consultant shall be responsible for the safety of its own employees at all times during the performance of any Services. Consultant's safety program shall include all requisite components required under Federal, state and local regulations, and shall comply with all written or oral safety instructions or programs at any Agency facility or project site, if applicable.

11.1.1 Consultant shall not have control or charge of and shall not be responsible for: construction means, methods, techniques, sequences, or procedures of construction; the acts or omissions of Agency's contractors, vendors or suppliers; or the safety or environmental precautions and programs in connection with the work performed by Agency's contractors, vendors or suppliers; provided, however, that this Section 11.1.1 shall not apply where the Services specified in a Purchase Order specifically include these responsibilities.

11.1.2 Consultant shall not be responsible for the adequacy or completeness of any other entity's safety or environmental programs, procedures, or

precautions at the job site, and Consultant shall not have the authority to stop such other entity's work; provided, however, that this Section 11.1.2 shall not apply where the Services specified in a Purchase Order specifically include such responsibilities.

- 11.2 Pre-Existing Contamination.** "Hazardous Waste" means any toxic or radioactive substance so defined under applicable federal, state or local laws or regulations. "Pre- Existing Contamination" is any Hazardous Waste present at the job site that was not brought onto such site by Consultant at the direction of Consultant, or as to which Consultant would have no liability in the absence of this Agreement. Notwithstanding anything in this Agreement to the contrary, title to, ownership of, and legal responsibility and liability for Pre-Existing Contamination shall at all times remain with Agency. Agency agrees to release, defend, indemnify, and hold Consultant harmless from and against any and all liability and claims, including attorneys' fees, that may in any manner arise in any way directly or indirectly from such Pre-Existing Contamination except to the extent Agency retains Consultant to provide services under this Agreement to assist Agency to address Pre-Existing Contamination.

Consultant shall not have or exert any control over Agency in Agency's obligations or responsibilities as a generator in the storage, transportation, treatment, or disposal of any Pre-Existing Contamination except to the extent Agency retains Consultant to provide services under this Agreement to assist Agency to address Pre-Existing Contamination. Agency shall complete and execute any forms or certificates relating to regulated activities, including generation, storage, handling, treatment, transportation, or disposal of Pre-Existing Contamination. In the event that Consultant's sole involvement with Pre-Existing Contamination is exclusively limited to the execution or completion of any such forms or certificates at the direction of Agency, Consultant shall be, and be deemed to have acted as, Agency's agent.

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

// SIGNATURES ON NEXT PAGE //

NORTHERN CALIFORNIA POWER AGENCY

BLACK & VEATCH CORPORATION

Date_____

Date_____

RANDY S. HOWARD,
General Manager

JON R. FEICKERT,
Associate Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Stephen C. Pearson, Assistant Counsel

EXHIBIT A

SCOPE OF SERVICES

Pursuant to Section 1.4 of the Agreement, Black & Veatch Corporation ("Consultant") shall provide consulting services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning Service
- Customer Information System Services
- Meter Data Management System Services
- Advanced Metering Infrastructure Services
- Smart Grid Solutions
- Technology Advisory Services
- Project Management Services
- Smart Grid Consulting Services

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

HOURLY BILLING RATES (see Client Billings and Notes)	
Title/Description/Hourly Billing Rate (\$USD)	
Project Administration	
Project accounting and office support including clerical, secretarial and billing.	
Project Administration	\$67.00
Technicians and Technical Support	
Technical designers, drafters, and other technical support functions.	
Associate Technician / Designer	\$71.00
Staff Technician / Designer	\$103.00
Lead Technician/Designer	\$152.00
Senior Technician/Designer	\$199.00
Engineering and Management	
Engineering design, analysis, and management. Includes departmental and project assignments including project management, executives and engineering department management.	
Associate Engineers	\$93.00
Staff Engineers	\$117.00
Design Engineers	\$150.00
Project Engineers	\$179.00
Senior Engineers	\$211.00
Engineering Managers	\$229.00
Project Managers	\$233.00
Senior Project Managers	\$281.00
Professionals and Professional Support	
Professionals who assess and track the cost related to projects, perform planning and scheduling functions related to projects, provide procurement and construction support, provide permitting support, and support other project related activities.	
Associate Professional	\$88.00
Staff Professional	\$137.00
Lead Professional	\$185.00
Senior Professional	\$261.00
Specialized Staff	
Specialist staff who provide quality analysis/quality control, business analysis and related services.	
Associate Specialist	\$97.00
Staff Specialist	\$135.00
Lead Specialist	\$190.00
Senior Specialist	\$220.00
Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.	
1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.	
2. Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. will be billed at a rate of \$9.25 per hour of direct billed labor.	
3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.	
4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 10%.	
5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.	
6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.	
7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.	
Notes:	
1. Billing rates are subject to annual adjustment on each January 1.	
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.	

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 Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

The rates above are subject to one (1) annual adjustment upon thirty(30) days' prior written notice to Agency.

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

Black & Veatch Corporation

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: December 6, 2021

To: Lodi Energy Center Project Participant Committee

Subject: ACCO Engineered Systems, 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 ACCO Engineered Systems, Inc. for HVAC maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

HVAC maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with ACCO Engineered Systems, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with ABM Building Solutions, Comfort Air, Inc., Creative Cooling Technologies, EMCOR Services Mesa Energy, Johnson Controls, Inc. and Pullman Heating & Cooling, 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 \$750,000 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:

Interim Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with ACCO Engineered Systems, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ACCO ENGINEERED SYSTEMS, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and ACCO Engineered Systems, Inc., a corporation with its office located at 888 E. Walnut Street, Pasadena, CA 91101 ("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** SEVEN HUNDRED FIFTY THOUSAND dollars (\$750,000.00) 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 will be notified and given a 14 day period to submit a final invoice, after which time Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency if an invoice is not submitted.

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) or equivalent 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) or equivalent 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, active negligence and willful misconduct 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 at the Contractor's published rate sheet 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. Contractor's warranty is for a period of one (1) year commencing upon substantial completion of our work or upon beneficial usage by Owner of Work rendered, whichever is earlier.
- 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 and expert witness 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 where the project is located 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:

ACCO Engineered Systems, Inc.
Attention: Stephen Alwan
9290 Beatty Drive
Sacramento, CA 95826

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

ACCO ENGINEERED SYSTEMS, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

HUGH PALMER,
Risk Manager Contracts

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

ACCO Engineered Systems, Inc. ("Contractor") shall provide HVAC and other 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) and by SCPPA Members:

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

- HVAC Maintenance/Replacements (if needed)
- Swamp Cooler Maintenance/Replacements (if needed)
- Chiller Maintenance/Replacements (if needed)
- Backflow Preventer Inspections/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:

CT Facilities Specific Pricing:

5 YEAR MAINTENANCE BUDGETING					
YEAR 1	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	\$ 942.00	\$ 628.00	\$ 942.00	\$ 628.00	\$ 3,140.00
12745 N Thornton, Lodi	\$ 7,605.00	\$ 3,549.00	\$ 5,577.00	\$ 3,549.00	\$ 20,280.00
2900 Main, Alameda	\$ 1,065.00	\$ 710.00	\$ 1,065.00	\$ 710.00	\$ 3,550.00
TOTAL					\$ 26,970.00
YEAR 2	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	\$ 951.42	\$ 634.28	\$ 951.42	\$ 634.28	\$ 3,171.40
12745 N Thornton, Lodi	\$ 7,681.05	\$ 3,584.49	\$ 5,632.77	\$ 3,584.49	\$ 20,482.80
2900 Main, Alameda	\$ 1,075.65	\$ 717.10	\$ 1,075.65	\$ 717.10	\$ 3,585.50
TOTAL					\$ 27,239.70
YEAR 3	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	\$ 960.93	\$ 640.62	\$ 960.93	\$ 640.62	\$ 3,203.11
12745 N Thornton, Lodi	\$ 7,757.86	\$ 3,620.33	\$ 5,689.10	\$ 3,620.33	\$ 20,687.63
2900 Main, Alameda	\$ 1,086.41	\$ 724.27	\$ 1,086.41	\$ 724.27	\$ 3,621.36
TOTAL					\$ 27,512.10
YEAR 4	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	\$ 970.54	\$ 647.03	\$ 970.54	\$ 647.03	\$ 3,235.15
12745 N Thornton, Lodi	\$ 7,835.44	\$ 3,656.54	\$ 5,745.99	\$ 3,656.54	\$ 20,894.50
2900 Main, Alameda	\$ 1,097.27	\$ 731.51	\$ 1,097.27	\$ 731.51	\$ 3,657.57
TOTAL					\$ 27,787.22
YEAR 5	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	\$ 980.25	\$ 653.50	\$ 980.25	\$ 653.50	\$ 3,267.50
12745 N Thornton, Lodi	\$ 7,913.79	\$ 3,693.10	\$ 5,803.45	\$ 3,693.10	\$ 21,103.45
2900 Main, Alameda	\$ 1,108.24	\$ 738.83	\$ 1,108.24	\$ 738.83	\$ 3,694.14
TOTAL					\$ 28,065.09

UNIT REPLACEMENT BUDGETING					
YEAR 1-2-3	TCC Unit 2	Generator #2	BOP	TCC 1	
2900 Main, Alameda	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
TOTAL					\$ 60,000.00
YEAR 1-2-3	CT2 10Ton	CT2 10Ton			Relocate Fan Coil & Duct
12745 N Thornton, Lodi	\$ 18,000.00	\$ 18,000.00			
2131 W Turner, Lodi					\$ 8,500.00
TOTAL					\$ 44,500.00
YEAR 4-5	CT2 10ton	CT2 10 Ton	CT1 4 Ton	CT1 4 Ton	Relocate Fan Coil & Duct
2131 W Turner, Lodi			\$ 15,000.00	\$ 15,000.00	
TOTAL					\$ 30,000.00

* Unit Replacement pricing is budgetary, cost may increase if equipment and material pricing is increased.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

ACCO Engineered Systems, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

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

Date: December 2, 2021

Meeting Date: December 6, 2021

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 December 6, 2021, through January 5, 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 December 6, 2021, through January 5, 2022, pursuant to the Ralph M. Brown Act (Brown Act).

Background

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. 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 relaxed 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 December 6, 2021, through January 5, 2022.

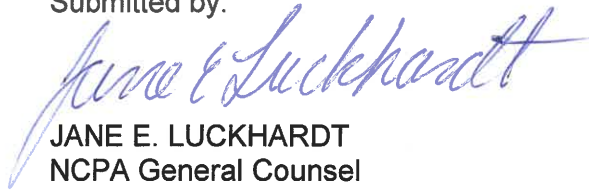
Fiscal Impact

There is no fiscal impact as a result of authorizing teleconference meetings of the LEC PPC for the period December 6, 2021, through January 5, 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 2021-02

RESOLUTION NO. 2021-02

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 DECEMBER 6, 2021, THROUGH JANUARY 5, 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, 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; 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) January 5, 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 December, 2021, by the following vote on roll call:

Summary Vote		
Participant	Vote	Particulars / GES
Azusa		2.7857%
BART		6.6000%
Biggs		0.2679%
CDWR		33.5000%
Gridley		1.9643%
Healdsburg		1.6428%
Lodi		9.5000%
Lompoc		2.0357%
Modesto		10.7143%
Plumas-Sierra		0.7857%
PWRPA		2.6679%
Silicon Valley Power		25.7500%
Ukiah		1.7857%

Vote Summary		
Total Ayes		95.7858%
Total Noes		0.0000%
Total Abstain		0.0000%
Total Absent		4.2142%
Result:		

 BASIL WONG, CHAIR

ATTEST: _____
 ASSISTANT SECRETARY

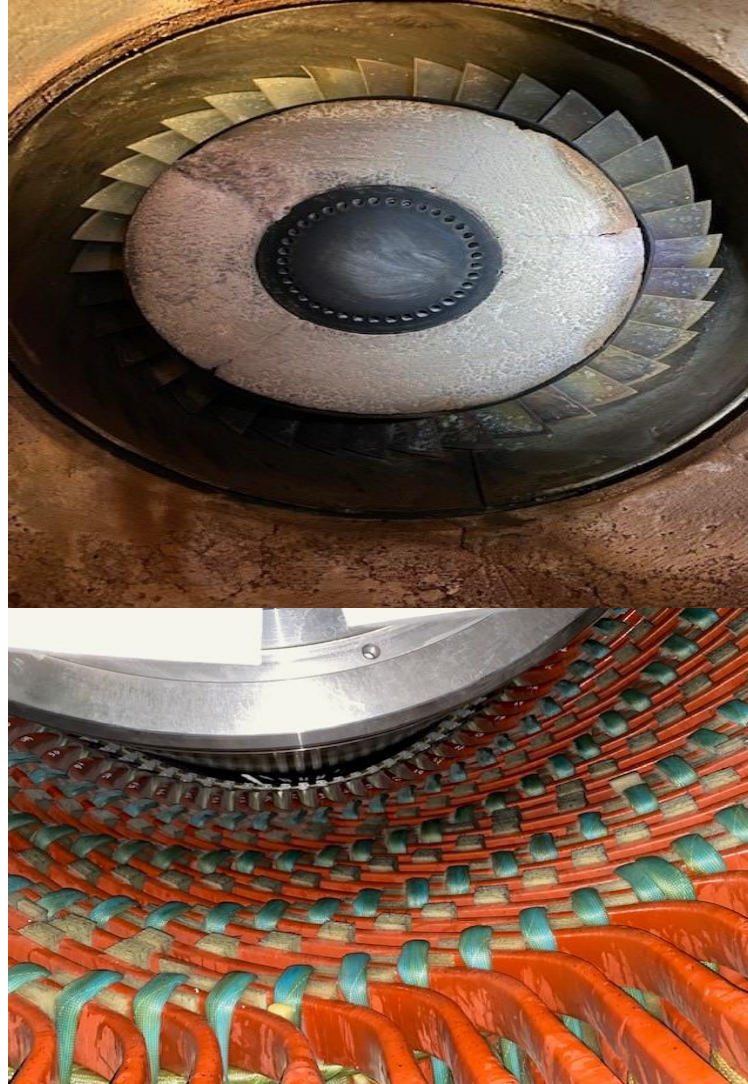


LEC 2022 Spring Major Outage Project

Rafael Santana
Dec 6, 2021

LEC – Scope of Work

- Gas Compressor Overhaul
- HRSG Maintenance
- High Energy Piping Survey
- BOP Steam Valves Overhaul
- ST Major Overhaul
- CT/ST Gen. Major
- ST Insulation Replacement
- Water Plant Overhaul



2022 LEC Spring Major Outage Projected Costs

LEC 2022 Major Outage Projected Costs

Balance of Plant	✓	\$930,000
Electrical Systems	✓	\$705,000
Gas Turbine	✓	\$305,000
HRSG / Steam	✓	\$1,132,000
Incidentals	✓	\$380,000
Steam Turbine	✓	\$755,000
Water Treatment		\$293,000
Contingency		\$300,000
		\$4,800,000

LEC Funding

FY21 Budget	
Fixed Maintenance	\$782,268
Steam Turbine Insulation	\$250,000
High Energy Piping	\$50,000
O&M Project Annual Outage	\$973,308
Maintenance Reserve	\$3,045,000
	\$5,100,576

LEC Maintenance Reserve Schedule

Balances

Maintenance Reserve Balance (6/30)	\$4,310,120
Remaining FY21 Contributions	\$1,875,102
Spare Parts Purchase	(\$2,500,000)
Outage Work	(\$3,045,000)
End of FY21 Balance	\$640,222

5-Year Maintenance Reserve Projections

	FY22	FY23	FY24	FY25	FY26
Project Spending	\$5,545,000	\$1,965,000	\$1,885,000	\$810,000	\$4,013,130
Annual Contribution	\$1,875,102	\$2,008,392	\$2,108,811	\$2,172,076	\$2,237,238
End of FY Balance	\$640,222	\$683,614	\$907,425	\$2,269,501	\$493,609

Recommendation

- Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2022 Major Spring Outage Project and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$4,800,000.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Meeting Date: December 6, 2021

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center 2022 Spring Major Outage

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2022 Spring Outage Major Project and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$4,800,000.

Background

The Lodi Energy Center has a planned major outage scheduled for March 1 thru May 31, 2022 for work related to the 2022 Spring Major 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 2022 Spring major outage.

Listed below are highlights of major work to be performed as a part of the 2022 Spring major outage:

- 1. Steam Turbine**
 - a. Condenser Maintenance
 - b. Steam Turbine Major Inspection
 - c. Generator Major Inspection
 - d. IP/LP Casing Insulation Replacement
- 2. Gas Turbine**
 - a. ULN Combustor Upgrade
 - b. NFPA 85 Purge Credit Install
 - c. DCS Patch and Software Upgrades
- 3. Water Treatment**
 - a. General Maintenance
 - b. Service Water Piping Replacement
- 4. HRSG / Steam**
 - a. HRSG Maintenance
 - b. HRSG Hot Spots
 - c. High Energy Pipe Survey
 - d. High Energy Piping Insulation Repairs
- 5. Balance of Plant**

- a. Steam Bypass Valves Maintenance
- b. Replacement of Leaking Steam Drains
- c. Service Water Pipe Replacement

6. Incidentals

- a. Crane
- b. Toilets
- c. Trailers / Guard
- d. Forklift / Manlift
- e. Scaffold
- f. Confined Space

Selection Process

All of the work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

Fiscal Impact

LEC 2022 Major Outage Projected Costs		
Balance of Plant	✓	\$930,000
Electrical Systems	✓	\$705,000
Gas Turbine	✓	\$305,000
HRSG / Steam	✓	\$1,132,000
Incidentals	✓	\$380,000
Steam Turbine		\$755,000
Water Treatment		\$293,000
Contingency		\$300,000
		\$4,800,000

The budgetary funds to complete the 2022 Spring outage include \$3,045,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$782,268 were anticipated in the Fixed Maintenance and \$973,308 in the O&M Project Annual Outage Project. All items are a part of the FY22 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:

Intern Assistant General Manager
Generation Services