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Minutes - DRAFT

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: May 24, 2018, NCPA Commission Meeting

1. *Call Meeting to Order and Introductions*

Chair Bob Lingl called the meeting to order at 9:45 am at NCPA's Roseville Office, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the April 26, 2018, Regular Commission Meeting*

Motion: A motion was made by Roger Frith and seconded by Bonnie Gore to approve the Minutes of the April 26, 2018, Regular Commission Meeting. The motion carried unanimously on a voice vote of those members present.

PUBLIC FORUM

Chair Lingl asked if any members of the public were present who would like to address the Commission on the agenda items. No members of the public were present.

REPORTS AND COMMITTEE UPDATES

3. *General Manager's Business Progress Report and Update*

General Manager Randy Howard reported:

- Hometown Connections, Inc. (HCI) Update: Working on closing documents and membership paperwork. Members will be able to view HCI services on NCPA Connect under Support Services. Had a SmartGrid AMI presentation for those Members who were interested in attending. Biggs and Palo Alto are currently working on a cost estimate for AMI services through HCI.
- Update on Assistant General Manager of Power Management Position: Received several qualified applications and created a short list of potential candidates. Plan to hold interviews early next month.
- Spoke at the Northwest Public Power Association Annual Conference earlier this month in Boise, Idaho. Good turnout of the public power community and overall great conference.

- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.

4. *Executive Committee*

Committee Chair Bob Lingl reported that the Committee met once since the last Commission meeting. The Committee heard a report from General Counsel and met in closed session to discuss four closed session items. No reportable action was take on the closed session items.

5. *Facilities Committee*

Assistant General Manager Dave Dockham reported the Committee met once since the last Commission meeting. The Committee met and discussed items 12-17 on today's Agenda. The Committee recommended Commission approval of all items. The Committee also heard a report and update on NCPA's Solar Project. At this time, eight NCPA Members have expressed interest in this project.

6. *Finance Committee*

Committee Vice Chair Melissa Price reported that the Committee met once since the last Commission meeting. The Committee received a report on the current condition of the financial markets from PFM, and staff provided the Committee a recommendation to enter into a two-year agreement with Baker Tilly who is the Agency's current auditor. The current agreement was for only one year and this agreement will extend the term for an additional two years and provide NCPA Members, SCPA, and SCPA members the ability to utilize Baker Tilly's services. This item is still under legal review and will be included on the June Commission agenda pending no material change to what was discussed. The next Committee meeting is scheduled on August 14.

7. *Legal Committee*

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee heard a report from the Inverse Condemnation Ad Hoc Committee, received an update on miscellaneous business matters and met in closed session. No reportable action was take on the closed session item.

8. *Legislative & Regulatory Affairs Committee*

Committee Chair Teresa O'Neill reported the Committee met once since the last Commission meeting. The Committee heard reports from staff on legislative, regulatory and Western issues. NCPA's State Legislative Staff Tour is scheduled for July 23-25, and plan to visit the City of Lodi, the Lodi Energy Center and NCPA's Hydroelectric facility. NCPA's Annual Conference is scheduled for September 25-28 at the Hyatt Regency Monterey. Registration will open in mid-June and new this year is an Early Bird registration rather than a Member rate. The next Committee meeting is scheduled on August 22 at NCPA's Roseville office.

9. *Members' Announcements & Meeting Reporting*

Mark Chandler, **Lodi**, read the story for this month's 50th Anniversary commemorative pin that was provided to the Commission. This month's pin highlighted the Lodi Energy Center Project.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were pulled for Discussion/Action.

Motion: A motion was made by Bonnie Gore and seconded by Roger Frith to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, and 18. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.

San Francisco BART, Gridley, Healdsburg, and Plumas-Sierra were absent.

10. ***NCPA's Financials for the Months Ended April 30, 2018*** – approval by all members.

11. ***Treasurer's Report for the Months Ended April 30, 2018*** – accept by all members.

12. ***Resolution 18-34, 2018 Geothermal Steam Field and Forecast Report*** – adopt resolution by all Members approving the 2018 Steam Field Operations and Forecast Report, dated April 2018, as the Geothermal Operating Protocol, effective July 1, 2018. This Operating Protocol is to remain in effect until replaced by the Commission.

Fiscal Impact: The 2018-19 approved Geothermal budget covers the proposed action.

Palo Alto, Port of Oakland, Redding, Shasta Lake, and Truckee Donner abstained.

13. ***Resolution 18-35, Bay Cities Pyrotector, Inc. – Five Year Multi-Task General Services Agreement for fire system maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members*** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland abstained.

14. ***Resolution 18-36, Chemical Waste Management – Three Year Industrial Waste & Disposal Services Agreement for disposal at Kettleman Hills Landfill Location; Applicable to the following projects: For use by all NCPA Generation Services Facilities*** – adopt resolution by all Members authorizing the General Manager or his designee to enter into an Industrial Waste & Disposal Services Agreement for disposal at the Kettleman Hills landfill location, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over three years for use at all NCPA Generation Services facilities.

Fiscal Impact: This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA previously had an enabling agreement with Chemical Waste Management in Arlington, Oregon for hazardous waste disposal, however, the price for trucking to the Arlington, Oregon landfill is over three times the cost of trucking to the Kettleman Hills landfill, therefore, making the Arlington, Oregon landfill less cost efficient. NCPA seeks bids from as many qualified providers as needed. Bids awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Port of Oakland, Redding, Shasta Lake, and Truckee Donner abstained.

15. **Resolution 18-37, ECORP Consulting, Inc. – Five Year Multi-Task Consulting Services Agreement for environmental regulatory compliance reporting, forecasting/modeling and design services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc. for regulatory compliance advice and complex engineering modeling services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not-to-exceed \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the Terms and Conditions of the Agreement will be issued following NCPA procurement policies and procedures.

16. **Resolution 18-38, Fossil Energy Research Corp. – Five Year Multi-Task Professional Services Agreement for catalyst testing, ammonia grid tuning and engineering support services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by Members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Fossil Energy Research Corp., for catalyst testing, ammonia grid tuning, and engineering support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years, to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Port of Oakland abstained.

17. **Resolution 18-40, Univar USA, Inc. –Five Year Multi-Task Agreement for Purchase of Chemicals; Applicable to the following projects: For use by all NCPA Plant Facilities** – authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Chemicals, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at all NCPA Plant Facilities.

Fiscal Impact: This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements for similar services with CellMark and Dow Chemical. NCPA seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Port of Oakland, Redding, Shasta Lake, and Truckee Donner abstained.

18. **Resolution 18-41, Association Management Solutions and KMK Design – Three Year Multi-Task Consulting Services Agreements for Conference and Event Planning and Management Services; Applicable to NCPA, NCPA Members, SCPPA and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions and KMK Design and Events for conference and event planning services to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA members, SCPPA, and SCPPA members) including any non-substantial changes recommended and approved by NCPA General Counsel. These agreements, with Association Management Solutions for up to \$150,000 a year for three years, and with KMK

Design and Events for up to \$50,000 a year for three years, shall not exceed a total of \$600,000 combined including all fees, costs, and expenses.

Fiscal Impact: The total cost of these agreements is not to exceed \$600,000 over three years. The not to exceed limits in the agreements have been established to meet NCPA's needs as well as the potential conference and event management needs of the signatories to the Shared Services Agreement which include NCPA members, the Southern California Public Power Authority (SCPPA) and SCPPA members. NCPA expenditures for these services is limited to the amount authorized for conference/event planning by the NCPA Commission in the agency's annual budget. For FY19, \$120,000 was allocated for this purpose, and this amount was offset and made available by reductions in departmental staffing elsewhere. Under these agreements, \$80,000 a year in conference and event planning services will be available for use by NCPA members, SCPPA, and SCPPA members, and use of these agreements by these parties will not result in costs to NCPA.

CLOSED SESSION

Non-essential Members and NCPA staff left the meeting for closed session item 19 discussion.

19. **Conference with Legal Counsel** – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States, Court of Federal Claims No. 14-817C.

NCPA staff Dave Dockham, Jane Cirrincione and NCPA General Counsel Jane Luckhardt left the meeting for closed session item 20 discussion.

20. **Conference with Labor Negotiators and Public Employee Performance Evaluation** – Pursuant to Government Code Section 54957.6: *Agency Labor Representatives*: NCPA Executive Committee Members and Human Resources Manager Vicki Cichocki. Pursuant to California Government Code Section 54957: *Performance Evaluation*: Unrepresented Public Employee: General Counsel.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated no reportable action was taken on closed session items 19 and 20.

DISCUSSION/ACTION ITEMS

21. **Resolution 18-33, General Counsel Salary Increase; Approval of First Amendment to Employment Agreement** – adopt resolution by all Members approving the First Amendment to the Employment Agreement with the General Counsel. Additionally, the Executive Committee requests the Commission authorize the Chair of the Commission to execute the First Amendment to the Employment Agreement with the General Counsel and approve the General Counsel's Performance Goals for 2018.

Fiscal Impact: There is no fiscal impact to the Executive Services Salaries and Benefits account, and the cost associated with the General Counsel's compensation change is covered within the current fiscal year budget.

Chair Lingl reported that the Executive Committee met twice to review and discuss the General Counsel's 2018 Performance Goals and the Amendment to the General Counsel's Employment Agreement. The Committee discussed and agreed that they were pleased with her performance, and recommended the Commission award a 3 percent annual salary increase, an additional one-time forty (40) hours of administrative leave to be used in calendar year 2018 and the General Counsel's Performance Goals for 2018. General Counsel Jane Luckhardt thanked the Commission and the Executive Committee for recognizing her performance and accomplishments. Executive Committee Member Mark Chandler mentioned that he was thrilled when Ms. Luckhardt was awarded the position last year and agreed that she is doing a great job.

Motion: A motion was made by Steve Hollabaugh and seconded by Mark Chandler to adopt resolution approving the First Amendment to the Employment Agreement with the General Counsel. Additionally, the Executive Committee requests the Commission authorize the Chair of the Commission to execute the First Amendment to the Employment Agreement with the General Counsel and approve the General Counsel's Performance Goals for 2018. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Gridley, Healdsburg, and Plumas-Sierra were absent.

22. Resolution 18-39, Siemens Energy, Inc. – Five Year Multi-Task General Services Agreement for T3000 maintenance and support services; Applicable to the following projects: NCPA Lodi Energy Center and Geothermal Facility Locations, City of Redding and City of Roseville – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Assistant General Manager Ken Speer provided a presentation and background information on the General Services Agreement for T3000 maintenance and support services with Siemens Energy.

Motion: A motion was made by Mark Chandler and seconded by Teresa O'Neill to adopt resolution authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville.

Port of Oakland and Truckee Donner abstained.

San Francisco BART, Gridley, Healdsburg, and Plumas-Sierra were absent.

NEW BUSINESS

Nico Procos, **Alameda**, reminded the Commission that Alameda is hosting the June Commission meeting and encouraged everyone to attend as that will be Commissioner Madeline Deaton's last Commission meeting. Details regarding the meeting and dinner event were included on the flyer in this month's packet and can be found on NCPA Connect.

Chair Lingl thanked NCPA Management Staff for coming to Lompoc for their annual visit and for staying to see the rocket launch to Mars.

Chair Lingl also recognized those that have a May birthday.

ADJOURNMENT

The May 24, 2018, Commission meeting was adjourned at 10:42 am.

Respectfully submitted,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting of May 24, 2018
COMMISSIONER
Attendance List**

NCPA Commissioners are requested to sign, but signature by members of the public is voluntary.

MEMBER	NAME
ALAMEDA	<i>Madeira Elstrom</i>
BIGGS	<i>Roger J. Lillard</i>
GRIDLEY	
HEALDSBURG	
LODI	<i>Mark Chandler</i>
LOMPOC	<i>BBCJ</i>
PALO ALTO	<i>HN</i>
PORT OF OAKLAND	<i>Basil Wong</i>
PLUMAS-SIERRA REC	
REDDING	<i>Walter Medina</i>
ROSEVILLE	<i>Bonnie Cox</i>
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART)	
SANTA CLARA	<i>Teresa O'Neill</i>
SHASTA LAKE	<i>Sanson Taketaran</i>
TRUCKEE DONNER	<i>Stephen Hellebrugh</i>
UKIAH	<i>W.J. Graude</i>



CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single-roll call vote. Any Commissioner 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 Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: 5/24/18

Consent Items Listed on the Agenda: # 10 to # 18

Consent Items Removed from the Agenda and Approved Separately:

Ø

ROLL-CALL VOTE BY MEMBERS:

RSVL/Biggs

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley			X
Healdsburg			X
Lodi		Y	
Lompoc		Y	
Palo Alto	12	Y	
Port of Oakland	12, 13, 14, 16, 17	Y	
Redding	12, 14, 17	Y	
Roseville		Y	
Santa Clara		Y	
Shasta Lake	12, 14, 17	Y	
Truckee Donner	12, 14, 17	Y	
Ukiah		Y	
Plumas-Sierra			X

ATTEST:

Cary A. Padgett

 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 18-33

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	Y		
BART			X
Biggs	Y		
Gridley			X
Healdsburg			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra			X
Port of Oakland	Y		
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		

Passed and adopted this 24th day of May 2018, by the above vote on roll call.

BOB LINGL
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary

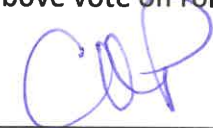
**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 18-39

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	Y		
BART			X
Biggs	Y		
Gridley			X
Healdsburg			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra			X
Port of Oakland		X	
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner		X	
Ukiah	X		

Passed and adopted this 24th day of May 2018, by the above vote on roll call.

BOB LINGL
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: June 28, 2018
To: NCPA Commission
Subject: June 6, 2018 Facilities Committee Meeting Minutes

The attached Draft Minutes are being provided for information and to augment the oral Committee report.



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Minutes

Date: June 11, 2018
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: June 6, 2018 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** - The meeting was called to order by Committee Chair Mike Brozo at 9:03 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Shiva Swaminathan (Palo Alto), and Kathleen Hughes and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

2. **Approve minutes from the May 2, 2018 Facilities Committee meeting** – A motion was made by Mike Brozo and seconded by Jiayo Chiang recommending approval of the May 2, 2018 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.
3. **All Generation Services Facilities, Members, SCPPA – Performance Mechanical, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Performance Mechanical, Inc. for T&M maintenance services, with a not to exceed amount of \$2,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by William Forsythe recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Performance Mechanical, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the

NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

4. **All Generation Services Facilities, Members, SCPPA – American Crane Rental, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with American Crane Rental, Inc. for crane services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by William Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Crane Rental, Inc. for crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

5. **All Generation Services Facilities, Members, SCPPA – OST Trucks and Cranes, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. for truck and crane services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and the draft agreement were available for review.

Motion: A motion was made by William Forsythe and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. for trucking and crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

6. **NCPA Generation Services Plant Updates – Information Only** – NCPA Plant Staff provided the Committee informational updates on current plant activities and conditions.

CT1 Status Update – Staff reported the CT1 FY2018 Budget status was \$600,000 below budget due to high revenues. Factors affecting the routine O&M included an auxiliary transformer, extra bushing work, atomizing air, the Halon system, DC motors, gas compressor, vibration analysis, sound panels, billing disputes, and the borescope inspection, totaling approximately \$306,000.

During the outage on CT1 the borescope inspection showed several problems of blades rubbing and cracking. Ethos has been put on notice that turbine nozzles are a warranty claim. The compressor and bucket damages were the result of a plant trip. Staff's recommendation is to continue operation with increased vibration analysis, another borescope in November 2018, and potential service required next year, with an outage of approximately two months in January.

Hydro Update – Staff reported the New Spicer Reservoir is approximately 87% full, and not quite at peak elevation yet. It's currently at 165,000 acre feet with the in-flows and out-flows equal. This is great news following the February forecast for a drier than normal year, with the recreation season now starting.

The Unit 2 stator rewind outage is scheduled for this fall, starting September 4, 2018 and continuing through Christmas. This will be a complete disassembly, stripping, and rebuilding of the unit. There will be no problems running water at capacity during the outage. The project schedule is very tight to get the work completed on time. Staff is very pleased with the work of Andritz so far, and they are very focused on this project. The second unit is scheduled for a rewind in the fall of 2019. The bars/coils have already been ordered for this project.

Solar Project – Staff reported that the Solar Project is on track and going very well with deliverables by June 18, 2018. Healdsburg, Lodi, and Santa Clara are project participants with Plumas-Sierra just joining as well. Redding is close to a decision, and Lompoc is in negotiations.

- 7. Collierville Settlement Anomalies** – Staff provided an update on Collierville settlement anomalies which results in one Operating Entity (OE) incurring charges resulting from actions of the other OEs.

In the Amended and Restated Scheduling Coordination Program Agreement (SCPA), Appendix B provides the rules for allocation of CAISO charges and credits to Collierville Operating Entities (ESP) and then to each project participant. Current allocation programs implement the rules established in Appendix B. Rules of the Metered Subsystem Agreement (MSSA), along with the ability to co-optimize Collierville's energy and ancillary services, have occasionally resulted in allocation anomalies.

On March 31, 2017 an amount of uninstructed imbalance energy (UIE) was allocated to Roseville. Roseville is not part of the MSSA and therefore should not incur UIE due to real-time balance of MSSA load and resources. These occur when load balancing down results in total Collierville meter energy less than Roseville's day-ahead energy award. Misallocation of UIE to Roseville due to MSSA balancing occurrences are less than 1%. This occurrence was approximately \$10,000, but prices could be higher, so this is problematic.

Real-time balancing of loads and resources between SVP and the Pool could result in SVP or the Pool being allocated an UIE due to the other's action. Usually, over time the misallocation of UIE between SVP and the Pool tend to offset each other.

Possible solutions to misallocations are changes to the SCPA Appendix C Power Scheduling Guide, changes to the unit energy allocator, changes to MSS Load Balancing Procedures, and to consolidate the number of ESPs. Staff will update the Committee at the next meeting.

- 8. Seattle City Light Exchange Ended April 30, 2018** – Staff provided an update regarding the end of the Seattle City Light Exchange Agreement. On March 17, 2011, NCPA gave notice to

terminate the Seattle City Light Exchange Agreement. Contract settlements were over April 30, 2018, and there were no transactions in May 2018. This resource category will come off the ARB bill. NCPA will revisit this change during the Nexant Cost Allocation. Seattle City Light has expressed an interest to extend the agreement. Staff will consider negotiating alternatives.

- 9. Review Resource Adequacy Bidding Requirements** – Staff reviewed the current Resource Adequacy (RA) bidding requirements, and strategies attributed to RA claims made on NCPA jointly owned generating facilities. Rules differ for each type of RA. CCAs are very active now with RA and are currently purchasing huge volumes of it. Please contact NCPA regarding any 2019 RA transactions. Rules changed May 1, 2018 through the CAISO. Staff is informing Members, and helping with RA contracts, procurement, and contract language.

The Facilities Agreement rules were written before RA. Staff will look into updating the underlying operating procedures. Through the 3rd Phase Agreement, Members can sell their own share. Forced outages have caused challenges for this past year's tight energy market. Members may need to find replacement RA during the Collierville outage. NCPA will distribute an updated RA balance file reflecting the Collierville outage.

10. Planning and Operations Update –

- Dave Dockham attended a FERC Technical Conference on May 1, 2018 regarding the PG&E Order 890 Complaint. All of the CA IOUs were in attendance. Certain transmission investments are self-approved through PG&E, where such projects may not be justified or cost effective. FERC had lots of questions for the IOUs. The CPUC, TANC, and NCPA are focused on a new tariff requirement for transmission maintenance and planning.
- TO18 & TO19 are both delayed until mid-July, with TO20 also pushed out to October for a ruling.
- The Engineer III/IV position has been filled. Anish Nand accepted the position, and will be starting June 18. His last position was with CDWR, and is a graduate from Cal Poly focusing on transmission issues.
- AGM interviews for the Power Management position are scheduled for June 7 & 8.
- East Bay Community Energy services started June 1. All is going well. Things are also on schedule for San Jose Clean Energy services to start September 1.
- Dispatchers and Schedulers attended the Restoration and System Operators training in San Ramon during April and May to maintain their 200 hour NERC Certification. They've also been doing site visits to PCWA, MEID, and Santa Clara facilities.
- San Luis Obispo has requested qualifications for our services starting in late 2019 or 2020. Los Angeles County has also asked for a statement of qualifications.
- The CA CCAs are developing joint relationships with long term transactions and procurement.
- Chair Mike Brozo thanked AGM, Dave Dockham, for his years of service at NCPA, and his outstanding leadership during his tenure. Dave's last day will be June 29.

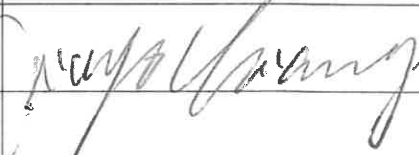
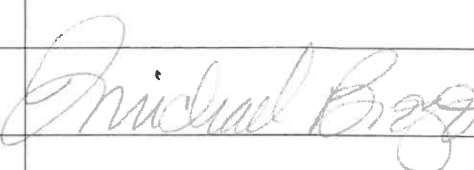

- 11. Schedule next meeting date** – The next regular Facilities Committee meeting is scheduled for July 5, 2018.

ADJOURNMENT

The meeting was adjourned at 11:10 am by the Committee Chair.

**Northern California Power Agency
 June 6, 2018 Facilities Committee Meeting
 Attendance List**

NCPA Facilities Committee Members are requested to sign, but signature by members of the public is voluntary.

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
ROSEVILLE	
SANTA CLARA	
TID	
UKIAH	



Commission Staff Report

June 21, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: May 2018 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>[Signature]</i>	METHOD OF SELECTION:
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<input type="checkbox"/>	
City of Roseville	<input type="checkbox"/>	
City of Santa Clara	<input type="checkbox"/>	
City of Shasta Lake	<input type="checkbox"/>	
City of Ukiah	<input type="checkbox"/>	
Plumas-Sierra REC	<input type="checkbox"/>	
Port of Oakland	<input type="checkbox"/>	
Truckee Donner PUD	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<i>If other, please specify</i>		

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the June 28, 2018 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairman's call to order, the Assistant Secretary to the Commission will, upon request, make available for review the detailed listing of those disbursements.

The report of budget vs. actual costs and the unaudited May 2018 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The financial report 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 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of May 2018

Operations:

Geothermal	\$	1,093,008
Hydroelectric		3,439,184
CT#1 Combustion Turbines		192,680
CT#2 STIG		518,653
Lodi Energy Center		7,972,278
NCPA Operating		<u>28,598,484</u>
Total	\$	<u><u>41,814,287</u></u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED MAY 31, 2018

PERCENT OF YEAR ELAPSED 92%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,303,795	\$ 16,838,520	\$ 15,603,994	108%	(a)
Debt Service (Net)	3,188,179	35,069,971	38,258,150	92%	
Annual Budget Cost	4,491,974	51,908,491	53,862,144	96%	
Geothermal					
Other Plant Cost	2,018,033	22,400,474	27,184,263	82%	
Debt Service (Net)	411,312	4,524,431	4,935,743	92%	
Annual Budget Cost	2,429,345	26,924,905	32,120,006	84%	
Combustion Turbine No. 1	372,167	4,116,260	3,198,552	129%	(b)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	59,216	1,008,506	834,641	121%	(c)
Other Plant Cost	210,143	2,024,371	2,095,083	97%	(c)
Debt Service (Net)	474,410	5,218,512	5,692,922	92%	
Annual Budget Cost	743,769	8,251,389	8,622,646	96%	
Lodi Energy Center					
Fuel	232,515	25,935,631	14,877,170	174%	(d)
Other Plant Cost	2,915,149	22,367,477	19,794,554	113%	(d)
Debt Service (Net)	2,181,150	24,114,071	26,416,640	91%	
Annual Budget Cost	5,328,814	72,417,179	61,088,364	119%	
Member Resources - Energy	5,564,148	49,465,222	53,389,034	93%	
Member Resources - Natural Gas	281,604	3,179,621	3,457,156	92%	
Western Resources	3,320,150	22,443,727	30,119,880	75%	
Market Power Purchases	4,079,838	34,464,713	19,318,025	178%	(e)
Load Aggregation Costs - CAISO	17,136,479	189,722,718	233,822,294	81%	
Net GHG Obligations	555,140	1,394,460	445,917	313%	(f)
	44,303,428	464,288,685	499,444,018	93%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	334,267	3,381,688	2,466,609	137%	(g)
Wheeling Access Charge	9,591,898	94,284,540	96,760,295	97%	(h)
Ancillary Services	533,523	3,784,049	2,639,380	143%	(i)
Other Charges	1,769,821	16,104,924	1,058,438	1522%	(j)
	12,229,509	117,555,201	102,924,722	114%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	147,605	1,515,454	1,976,008	77%	
Regulatory Representation	68,276	616,388	837,639	74%	
Western Representation	55,731	478,733	829,636	58%	
Member Services	26,387	336,976	436,078	77%	
Judicial Action	26,223	626,378	625,000	100%	(k)

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED MAY 31, 2018

PERCENT OF YEAR ELAPSED 92%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used
Power Management				
System Control & Load Dispatch	420,665	4,949,585	5,864,452	84%
Forecasting, Planning, Prescheduling & Trading	180,024	2,139,599	2,647,017	81%
Industry Restructuring & Regulatory Affairs	23,916	269,687	424,174	64%
Contract Admin, Interconnection Svcs & External Affairs	64,410	755,642	1,151,828	66%
Green Power Project	203	2,056	17,746	12%
Gas Purchase Program	4,873	55,376	88,131	63%
Market Purchase Project	7,248	82,337	130,141	63%
Energy Risk Management	14,498	165,401	206,836	80%
Settlements	44,717	504,978	774,377	65%
Integrated Systems Support	4,525	76,003	318,562	24%
Participant Pass Through Costs	162,800	1,153,383	1,525,907	76%
Support Services	82,340	372,202	-	N/A
	1,334,441	14,100,178	17,853,532	79%
TOTAL ANNUAL BUDGET COST	57,867,378	595,944,064	620,222,272	96%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	3,267,589	100,205,980	70,367,243	142% (l)
Load Aggregation Energy Sales	10,167,794	100,732,832	151,018,772	67%
Ancillary Services Sales	516,886	5,441,968	2,731,442	199% (m)
Western Resource Energy Sales	2,551,718	20,932,305	18,026,100	116% (n)
Other ISO Revenue	2,343,139	16,803,520	-	N/A
Transmission Sales	9,198	101,178	110,376	92%
Western Credits, Interest and Other Income	1,787,970	12,753,488	15,712,788	81%
	20,644,294	256,971,271	257,966,721	100%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 37,223,084	\$ 338,972,793	\$ 362,255,551	94%

- (a) Increase in costs due to unbudgeted outside services related to the dredging of the Beaver Creek reservoir. It is anticipated that costs will be offset by insurance and FEMA proceeds.
- (b) Increase in costs due to greater than projected MWhs of generation. CT1 is at 920% of budgeted MWhs at 5/31/18. Fuel costs, CA ISO charges, and other variable costs have all increased as a result of increased generation.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 729% of budgeted MWhs at 5/31/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase in costs due to greater than projected MWhs of generation. LEC is at 279% of budgeted MWhs at 5/31/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (e) Increase due to unbudgeted market purchases and NCPA contracts. Unbudgeted contracts include Gridley PV, Bart PV, as well as deals made after the FY18 budget including certain Powerex, Shell, and EDF deals.
- (f) Purchases made several months in advance. Increase primarily due to greater than anticipated GHG allowances purchased at auction for the City of Lodi.
- (g) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (h) Increase due to overestimated load served at high voltage point and overestimated member generation resulting in additional wheeling charges.
- (i) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d) and corresponding increase in ancillary services sales.
- (j) The large budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (k) Variance due to unbudgeted legal costs.
- (l) Variance due to higher than anticipated ISO energy sales for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (m) Increase due to greater than projected MWhs of generation. See notes (b), (c), (d), and (i) and corresponding increase in ancillary services costs.
- (n) Variance due primarily to \$1.45 million in unbudgeted displacement revenue.

COMBINED STATEMENTS OF NET POSITION

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	May 31,	
	2018	2017
(in thousands)		
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 22,508	\$ 42,304
Investments	52,821	30,037
Accounts receivable		
Other	752	1,036
Interest receivable	221	96
Inventory and supplies	10,009	9,703
Prepaid expenses	1,829	1,174
TOTAL CURRENT ASSETS	88,140	84,350
RESTRICTED ASSETS		
Cash and cash equivalents	62,478	60,502
Investments	177,977	177,357
Interest receivable	660	446
TOTAL RESTRICTED ASSETS	241,115	238,305
ELECTRIC PLANT		
Electric plant in service	1,504,227	1,501,609
Less: accumulated depreciation	(970,913)	(940,153)
	533,314	561,456
Construction work-in-progress	259	793
TOTAL ELECTRIC PLANT	533,573	562,249
OTHER ASSETS		
Regulatory assets	229,899	238,273
Other deposits and prepaids	-	54
Preliminary survey and investigation costs	3	-
Investment in associated companies	265	-
TOTAL ASSETS	1,092,995	1,123,231
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	42,278	49,001
Pension deferrals	13,506	9,093
TOTAL DEFERRED OUTFLOWS OF RESOURCES	55,784	58,094
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,148,779	\$ 1,181,325

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2018	2017
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 24,697	\$ 23,884
Member advances	1,068	993
Operating reserves	20,686	20,128
Current portion of long-term debt	41,545	39,090
Accrued interest payable	18,193	19,455
TOTAL CURRENT LIABILITIES	<u>106,189</u>	<u>103,550</u>
NON-CURRENT LIABILITIES		
Net pension liability	64,589	57,774
Operating reserves and other deposits	148,447	141,840
Interest rate swap liability	13,819	16,870
Long-term debt, net	706,492	747,562
TOTAL NON-CURRENT LIABILITIES	<u>933,347</u>	<u>964,046</u>
TOTAL LIABILITIES	<u>1,039,536</u>	<u>1,067,596</u>
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	71,253	71,440
Pension deferrals	4,460	6,599
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>75,713</u>	<u>78,039</u>
NET POSITION		
Net investment in capital assets	(69,224)	(68,640)
Restricted	60,743	64,723
Unrestricted	42,011	39,607
TOTAL NET POSITION	<u>33,530</u>	<u>35,690</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u>\$ 1,148,779</u>	<u>\$ 1,181,325</u>

**COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	Eleven Months Ended May 31,	
	2018	2017
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 344,547	\$ 305,009
Other Third-Party	171,668	116,190
TOTAL OPERATING REVENUES	516,215	421,199
OPERATING EXPENSES		
Purchased power	216,527	176,496
Operations	67,901	46,127
Transmission	124,280	93,353
Depreciation	28,362	28,189
Maintenance	18,375	13,890
Administrative and general	19,268	17,716
TOTAL OPERATING EXPENSES	474,713	375,771
NET OPERATING REVENUES	41,502	45,428
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(36,264)	(32,960)
Interest income	4,585	1,298
Other	7,508	12,520
TOTAL NON OPERATING EXPENSES	(24,171)	(19,142)
FUTURE RECOVERABLE AMOUNTS	(6,346)	(11,246)
REFUNDS TO PARTICIPANTS	(11,515)	(7,313)
INCREASE (DECREASE) IN NET POSITION	(530)	7,727
NET POSITION, Beginning of year	34,060	27,963
NET POSITION, Period ended	\$ 33,530	\$ 35,690

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

May 31, 2018

	GENERATING & TRANSMISSION RESOURCES										Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Loft Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency			
ASSETS												
CURRENT ASSETS												
Cash and cash equivalents	\$ 1	\$ -	\$ -	\$ 1	\$ 1	\$ 73	\$ -	\$ -	\$ -	\$ 71	\$ 22,361	\$ 22,508
Investments	-	-	-	-	-	-	-	-	-	-	52,821	52,821
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	-
Participants	-	-	-	-	-	-	-	-	-	-	45	752
Other	-	-	-	-	-	-	-	-	-	-	155	221
Interest receivable	4,772	1,079	642	1,405	47	2,111	-	-	-	18	10,009	10,009
Inventory and supplies	207	478	33	47	316	6,133	-	-	-	17,051	730	1,829
Prepaid expenses	14,836	11,130	2,277	(1,380)	-	8,633	-	-	-	17,140	(69,413)	-
Due from Agency and other programs*	19,816	12,687	2,933	73	-	8,633	-	-	-	20,139	6,699	88,140
TOTAL CURRENT ASSETS	\$ 73,522	\$ 9,869	\$ 464	\$ 5,037	\$ 14	\$ 18,147	\$ -	\$ 8,739	\$ -	\$ 71	\$ 17,907	\$ 62,478
RESTRICTED ASSETS												
Cash and cash equivalents	21,570	49,169	5,037	-	-	26,595	-	18,615	-	-	56,991	177,977
Investments	70	149	14	-	-	151	-	-	-	-	276	660
Interest receivable	28,992	59,187	5,515	-	-	44,893	-	27,354	-	-	75,174	241,115
TOTAL RESTRICTED ASSETS	\$ 28,992	\$ 59,187	\$ 5,515	\$ -	\$ -	\$ 44,893	\$ -	\$ 27,354	\$ -	\$ -	\$ 75,174	\$ 241,115
ELECTRIC PLANT												
Electric plant in service	570,161	394,778	64,843	36,513	423,802	7,736	-	675	-	5,719	1,504,227	
Less accumulated depreciation	(535,329)	(261,445)	(48,180)	(34,463)	(80,336)	(7,736)	-	(394)	-	(3,030)	(970,913)	
	34,832	133,333	16,663	2,050	343,466	-	-	281	-	2,689	533,314	
Construction work-in-progress	-	-	-	2,050	181	-	-	-	-	78	-	259
TOTAL ELECTRIC PLANT	\$ 34,832	\$ 133,333	\$ 16,663	\$ 2,050	\$ 343,647	\$ -	\$ -	\$ 281	\$ -	\$ 2,767	\$ 533,573	
OTHER ASSETS												
Regulatory assets	(59)	139,318	10,759	-	23,503	-	-	-	-	3	56,378	229,899
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	-	-	3
Investment in associated companies	-	-	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	\$ 83,581	\$ 344,525	\$ 35,890	\$ 2,123	\$ 420,676	\$ -	\$ 47,493	\$ 17,424	\$ 141,283	\$ -	\$ 1,092,995	
DEFERRED OUTFLOWS OF RESOURCES												
Excess cost on refunding of debt	1,830	37,254	911	-	2,283	-	-	-	-	-	13,506	42,278
Pension deferrals	1,830	37,254	911	-	2,283	-	-	-	-	-	13,506	55,784
TOTAL DEFERRED OUTFLOWS OF RESOURCES	\$ 1,830	\$ 37,254	\$ 911	\$ -	\$ 2,283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ 55,784
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 85,411	\$ 381,779	\$ 36,801	\$ 2,123	\$ 422,959	\$ -	\$ 47,493	\$ 17,424	\$ 154,789	\$ -	\$ 1,148,779	

* Eliminated in Combination

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

May 31, 2018

	GENERATING & TRANSMISSION RESOURCES										Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Load Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency			
LIABILITIES												
CURRENT LIABILITIES												
Accounts payable and accrued expenses	\$ 64	\$ 269	\$ 2	\$ 14	\$ 245	\$ -	\$ 18,081	\$ -	\$ 6,022	\$ 24,697		
Member advances	791	-	-	-	-	-	-	277	-	1,068		
Operating reserves	6,213	250	513	319	13,391	-	-	-	-	20,686		
Current portion of long-term debt	4,250	22,610	3,995	-	10,690	-	-	-	-	41,545		
Accrued interest payable	288	6,634	567	-	10,704	-	-	-	-	18,193		
TOTAL CURRENT LIABILITIES	11,606	29,763	5,077	333	35,030	-	18,081	277	6,022	106,189		
NON-CURRENT LIABILITIES												
Net pension liability	-	-	-	-	-	-	-	-	64,589	64,589		
Operating reserves and other deposits	19,486	16,722	-	-	1,716	-	27,419	7,932	75,172	148,447		
Interest rate swap liability	-	13,819	-	-	342,690	-	-	-	-	13,819		
Long-term debt, net	24,520	309,039	30,243	-	344,406	-	27,419	7,932	139,761	706,492		
TOTAL NON-CURRENT LIABILITIES	44,006	339,580	30,243	-	344,406	-	27,419	7,932	139,761	933,347		
TOTAL LIABILITIES	55,612	369,343	35,320	333	379,436	-	45,500	8,209	145,783	1,039,536		
DEFERRED INFLOWS OF RESOURCES												
Regulatory credits	19,402	4,105	944	2,210	41,060	-	-	280	3,252	71,253		
Pension deferrals	19,402	4,105	944	2,210	41,060	-	-	280	4,460	4,460		
TOTAL DEFERRED INFLOWS OF RESOURCES	38,804	8,210	1,888	4,420	82,120	-	-	560	7,712	75,713		
NET POSITION												
Net investment in capital assets	(5,587)	(35,031)	(6,806)	-	(22,636)	-	-	-	836	(69,224)		
Restricted	8,329	31,735	4,947	-	23,032	-	(1,147)	(7,304)	4	60,743		
Unrestricted	9,034	12,901	2,408	(368)	2,491	-	(1,147)	16,239	453	42,011		
TOTAL NET POSITION	11,776	9,605	549	(368)	2,887	-	(1,147)	8,935	1,293	33,530		
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 86,790	\$ 383,053	\$ 36,813	\$ 2,175	\$ 423,383	\$ -	\$ 44,353	\$ 17,424	\$ 154,788	\$ 1,148,719		

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

For the Eleven Months Ended May 31, 2018

	GENERATING & TRANSMISSION RESOURCES										Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Loft Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency			
OPERATING REVENUES												
Participants	\$ 2,668	\$ 18,223	\$ 5,847	\$ 1,294	\$ 21,675	\$ -	\$ 276,473	\$ 17,765	\$ 602	\$ -	\$ 344,547	
Other Third-Party	25,887	26,948	1,189	2,230	49,702	-	61,611	4,101	-	-	171,668	
TOTAL OPERATING REVENUES	28,555	45,171	7,036	3,524	71,377	-	338,084	21,866	602	-	516,215	
OPERATING EXPENSES												
Purchased power	346	2,587	359	352	4,516	-	208,367	-	-	-	216,527	
Operations	13,741	3,541	1,593	1,678	35,513	-	3,180	8,655	-	-	67,901	
Transmission	278	(25)	(19)	5	797	-	123,240	4	-	-	124,280	
Depreciation	3,572	8,883	2,023	168	13,395	-	-	36	-	-	28,362	
Maintenance	4,318	7,433	529	1,443	4,543	-	-	109	-	-	18,375	
Administrative and general	4,456	4,070	632	679	4,077	-	-	6,394	-	-	19,268	
Intercompany (sales) purchases, net*	(573)	233	55	95	250	-	-	(65)	-	5	-	
TOTAL OPERATING EXPENSES	26,138	26,722	5,172	4,420	63,091	-	334,787	15,133	(750)	5	474,713	
NET OPERATING REVENUES	2,417	18,449	1,864	(896)	8,286	-	3,297	6,733	1,352	-	41,502	
NON OPERATING (EXPENSES) REVENUES												
Interest expense	(642)	(19,175)	(2,550)	-	(13,897)	-	-	-	-	-	(36,264)	
Interest income	664	747	24	-	662	-	669	45	-	-	4,585	
Other	18	3,565	1,309	-	2,259	-	-	44	-	-	7,508	
TOTAL NON OPERATING (EXPENSES) REVENUES	40	(14,863)	(1,217)	-	(10,976)	-	669	89	2,087	-	(24,171)	
FUTURE RECOVERABLE AMOUNTS												
REFUNDS TO PARTICIPANTS	(2,962)	(1,087)	(151)	428	(2,481)	-	(1,345)	(2,379)	(1,538)	-	(11,515)	
INCREASE (DECREASE) IN NET POSITION	(1,297)	(4,192)	(216)	(468)	(3,321)	249	2,621	4,443	1,651	-	(530)	
NET POSITION, Beginning of year	13,073	13,797	765	100	6,208	(249)	(3,768)	4,492	(358)	-	34,060	
NET POSITION, Period ended	\$ 11,776	\$ 9,605	\$ 549	\$ (368)	\$ 2,887	\$ -	\$ (1,147)	\$ 8,935	\$ 1,293	\$ -	\$ 33,530	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
May 31, 2018

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 752,462
PAST DUE:			
1 - 30			*
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 752,462</u>

**NOTE: All amounts invoiced or credited to members and others are project/program specific.
NCPA does not apply any credits issued to outstanding invoices unless directed.**

**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of May 2018

Operations:

Geothermal	\$ 1,093,008
Hydroelectric	3,439,184
CT#1 Combustion Turbines	192,680
CT#2 STIG	518,653
Lodi Energy Center	7,972,278
NCPA Operating	<u>28,598,484</u>
Total	<u><u>\$ 41,814,287</u></u>



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Commission Staff Report

June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: Treasurer's Report for Month Ended May 31, 2018

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>Sondra Ainsworth</i>	METHOD OF SELECTION:
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:			
All Members	<input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>			

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Agency 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 \$3,707,177 of which approximately \$102,239 was applicable to Special and Reserve Fund Deposits, \$368,298 to Debt Service and \$3,236,640 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments - The carrying value of NCPA's investment portfolio totaled \$312,072,481 at month end. The current market value of the portfolio totaled \$308,759,041.

The overall portfolio had a combined weighted average interest rate of 1.559% with a bond equivalent yield (yield to maturity) of 1.581%. Investments with a maturity greater than one year totaled \$147,548,000. May maturities totaled \$32 million and monthly receipts totaled \$48 million. During the month \$48 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 7 basis points (from 1.85% to 1.92%) and rates on one year T-Bills increased 6 basis points (from 2.25% to 2.31%).

To the best of my knowledge and belief, all securities held by NCPA as of May 31, 2018 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

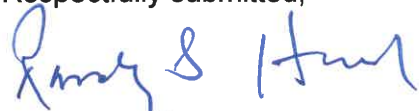
FISCAL IMPACT:

This report has no direct budget impact to the Agency.

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.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MAY 31, 2018

TABLE OF CONTENTS

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
May 31, 2018**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,811,299	\$ 99,497,186	\$ 101,308,485	32.08%
Special Deposits	\$ 1,412,047	\$ -	\$ 1,412,047	0.45%
Construction	\$ 13,294	\$ 4,970,745	\$ 4,984,039	1.58%
Debt Service	\$ 368,298	\$ 54,108,452	\$ 54,476,750	17.25%
Special & Reserve	\$ 102,239	\$ 153,496,098	\$ 153,598,337	48.64%
	<u>\$ 3,707,177</u>	<u>\$ 312,072,481</u>	<u>\$ 315,779,658</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 308,759,041

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
May 31, 2018**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 47,528,664	\$ 118,376	\$ 19,941,976	\$ (20,544,139)	\$ (26,735,126)	\$ (20,289,343)	\$ 20,408
Special Deposits	952,583	7	-	(12,405,001)	-	11,451,899	(512)
Construction	-	12,423	-	-	-	-	12,423
Debt Service	-	222	11,879,000	-	(20,651,898)	8,857,124	84,448
Special & Reserve	-	339,877	291,941	-	(541,876)	(19,680)	70,262
	\$ 48,481,247	\$ 470,905	\$ 32,112,917	\$ (32,949,140)	\$ (47,928,900)	\$ -	\$ 187,029

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
May 31, 2018**

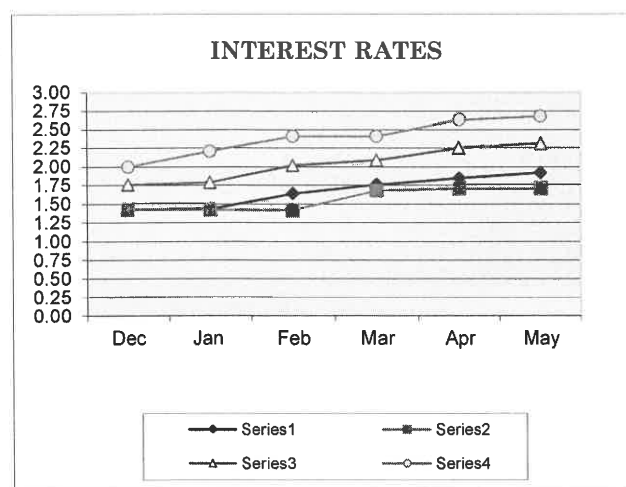
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 26,735,126	\$ (19,941,976)	\$ 7,674	\$ (74,404)	\$ -	\$ 6,726,420
Special Deposits	-	-	-	-	-	-
Construction	-	-	635	-	-	635
Debt Service	20,651,898	(11,879,000)	58,935	-	-	8,831,833
Special & Reserve	541,876	(291,941)	(7,702)	-	-	242,233
	<u>\$ 47,928,900</u>	<u>\$ (32,112,917)</u>	<u>\$ 59,542</u>	<u>\$ (74,404)</u>	<u>\$ -</u>	<u>15,801,121</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>14,862</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 15,815,983</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
May 31, 2018**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.559%	1.581%
<u>OPERATING FUNDS:</u>	1.622%	1.622%
<u>PROJECTS:</u>		
Geothermal	1.696%	1.769%
Capital Facilities	1.887%	1.903%
Hydroelectric	1.607%	1.608%
Lodi Energy Center	1.427%	1.193%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	1.70%	0.90%
T-Bills (90da.)	1.92%	0.97%
Agency Disc (90da.)	1.92%	0.93%
T-Bills (1yr.)	2.31%	1.16%
Agency Disc (1yr.)	2.06%	1.04%
T-Notes (3yr.)	2.68%	1.44%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
May 31, 2018**

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	\$ 4,377	\$ 20,251	\$ 18,808	\$ 5,370	\$ 8,277	\$ 121,055	\$ -	\$ 178,138	56.73%
Corporate Bonds (MTN)	-	-	-	-	-	26,210	-	26,210	8.35%
US Bank Trust Money Market	16,626	-	-	-	-	-	-	16,626	5.29%
Commercial Paper	24,246	-	-	-	-	-	-	24,246	7.72%
Investment Trusts (LAIF)	45,052	-	-	-	-	-	-	45,052	14.35%
U.S.Treasury Market Acct. *	2,687	-	-	-	-	-	-	2,687	0.86%
U.S.Treasury Bill/Note	97	20,478	-	197	-	283	-	21,055	6.70%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 93,085	\$ 40,739	\$ 18,808	\$ 5,567	\$ 8,277	\$ 147,548	\$ 0	\$ 314,024	100.00%
Total Percents	29.64%	12.97%	5.99%	1.77%	2.64%	46.99%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

Northern California Power Agency
Treasurer's Report
05/31/2018



Operating

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, N.A.	USB	16,193,900	1.250	11/26/2014	16,193,900		1	1.250	16,193,900	SYS70101	70101	16,193,900
Local Agency Investm	LAIF	12,358,474	1.509	07/01/2013	12,358,474		1	1.509	12,358,474	SYS70000	70000	12,358,474
Union Bank of Calif	UBOC	112,139	0.002	07/01/2013	112,139		1	0.002	112,139	SYS70014	70014	112,139
US Bank	USB	1,811,297	0.001	06/30/2013	1,811,297		1	0.001	1,811,297	SYS70050	70050	1,811,297
US Bank	USB	8,052,470	0.850	08/24/2017	8,052,470		1	0.850	8,052,470	SYS70056	70056	8,052,470
US Bank	USB	10,000	0.050	04/07/2018	10,000	07/07/2018	36	0.050	10,000	SYS30307	30307	10,000
Federal Farm Credit	UBOC	3,626,000	1.290	12/21/2015	3,624,948	11/19/2018	171	1.300	3,612,475	3133EFPJ0	26280	3,625,831
Federal Home Loan Mt	UBOC	7,370,000	1.750	06/09/2015	7,455,050	05/30/2019	363	1.450	7,331,897	3137EADG1	26231	7,391,337
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	777	1.490	4,883,908	3130ABTW6	26466	4,986,334
Federal Home Loan Ba	UBOC	5,785,000	1.400	07/19/2016	5,782,108	01/19/2021	963	1.411	5,595,599	3130A8P80	26355	5,783,307
Federal Home Loan Mt	UBOC	3,000,000	2.530	09/29/2018	3,000,000	03/29/2021	1,032	2.530	2,993,130	3134SSGT6	26564	3,000,000
Home Depot Inc.	UBOC	500,000	2.000	09/21/2018	487,800	04/01/2021	1,035	2.846	489,425	437076BL5	26558	488,563
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	1,151	1.620	2,530,263	3133EHSR5	26465	2,609,887
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	1,179	1.500	3,359,195	3134GAVH4	26385	3,500,000
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,335	2.200	196,657	3134GAV92	26403	202,000
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	1,400	3.315	494,800	87236YAE8	26601	493,461
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	1,431	2.924	484,765	713448DT2	26557	487,619
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	1,440	2.329	1,094,175	037833CQ1	26525	1,122,072
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,648	3.008	484,385	166754AB6	26555	486,348
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,706	3.464	485,160	828807CN5	26603	484,730
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,720	3.154	488,635	68389XBR5	26556	488,486
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,748	3.086	491,595	084670BR8	26554	492,581
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,765	3.248	484,275	911312BK1	26600	483,378
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,792	3.443	501,885	06408RAG2	26602	501,254
Fund Total and Average		\$ 75,221,617	1.482		\$ 75,229,824		424	1.475	\$ 74,540,504			\$ 75,165,488

MPP GHG Auction Acct

Local Agency Investm		70,811	1.509	07/01/2013	70,811		1	1.509	70,811	SYS70045	70045	70,811
Fund Total and Average		\$ 70,811	1.510		\$ 70,811		1	1.510	\$ 70,811			\$ 70,811

SCPA Balancing Account

Local Agency Investm	LAIF	2,727,292	1.509	07/01/2013	2,727,292		1	1.509	2,727,292	SYS70022	70022	2,727,292
Union Bank of Calif	UBOC	43,110	0.002	07/01/2013	43,110		1	0.002	43,110	SYS70023	70023	43,110
Federal Home Loan Ba	UBOC	4,625,000	1.780	04/30/2018	4,607,392	07/16/2018	45	1.811	4,614,178	313385ZKSA	26595	4,614,709
Federal National Mtg	UBOC	1,462,000	1.625	12/18/2014	1,476,255	11/27/2018	179	1.369	1,458,623	31355GYT4	26187	1,463,768
Federal National Mtg	UBOC	5,098,000	1.350	04/28/2016	5,098,000	10/28/2019	514	1.350	5,028,310	31355GJ95	26330	5,098,000
Federal National Mtg	UBOC	5,097,000	1.350	07/28/2016	5,097,000	07/28/2020	788	1.350	4,977,424	31366GT39	26357	5,097,000

Northern California Power Agency
Treasurer's Report

05/31/2018

SCPA Balancing Account

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
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	1,067	3.000	486,545	06406FAB9	26570	486,831
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	1,352	2.798	490,985	594918BA1	26574	492,611
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	1,400	3.100	494,800	87236YAE8	26571	497,313
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,461	2.918	492,885	437076BG6	26572	494,507
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,567	3.161	481,095	74460DAB5	26573	484,285
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,684	3.203	534,881	89233P7F7	26598	536,473
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	09/01/2023	1,734	3.055	492,515	30231GAR3	26599	492,763
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	09/15/2023	1,748	3.185	491,595	084670BR8	26596	490,402
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,795	3.108	479,245	654106AC7	26597	480,591
Federal Home Loan Mt	UBOC	2,500,000	2.750	05/24/2018	2,500,000	05/24/2023	1,818	2.750	2,497,975	3134GSLU7	26604	2,500,000
Fund Total and Average		\$ 26,102,402	1.793		\$ 26,002,238		711	1.875	\$ 25,791,458			\$ 25,999,655

General Operating Reserve

Local Agency Investm	LAIF	17,737,433	1.509	07/01/2013	17,737,433		1	1.509	17,737,433	SYST0000	70002	17,737,433
Union Bank of Califo	UBOC	169,675	0.002	07/01/2013	169,675		1	0.002	169,675	SYST0019	70019	169,675
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYST0051	70051	0
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	179	1.450	5,956,209	3135G0Y14	26188	5,974,942
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	543	1.430	4,938,956	3135G0ZV2	26246	5,004,886
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	963	1.463	4,151,908	3133EGMP7	26356	4,282,491
Federal Home Loan Ba	UBOC	11,720,000	1.400	07/19/2016	11,714,140	01/19/2021	963	1.411	11,336,287	3130A8P80	26354	11,716,571
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,089	1.625	5,001,307	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	1,092	1.500	1,258,257	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,097	1.690	10,322,672	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,335	2.200	454,648	3134GAV92	26402	467,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	1,352	2.972	392,788	594918BA1	26578	391,698
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	1,400	3.335	494,800	87236YAE8	26582	493,124
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	1,440	2.329	3,920,951	037833CQ1	26524	4,020,920
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,470	1.760	3,500,604	313379Q69	26467	3,625,117
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	1,507	3.083	501,295	713448CX4	26580	500,303
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,657	3.145	493,310	92826CAC6	26584	492,755
General Electric Co.	UBOC	500,000	3.100	04/26/2018	490,415	01/09/2023	1,683	3.545	493,125	36962G6S8	26577	490,613
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,703	3.325	491,185	06406RAE7	26575	491,958
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,720	3.195	488,635	68389XBR5	26579	487,606
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,726	3.225	488,955	74005PBF0	26581	488,595
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,748	3.243	491,595	084670BR8	26576	489,140
United Parcel Serv	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,765	3.245	484,275	911312BK1	26583	483,468
Fund Total and Average		\$ 74,922,560	1.703		\$ 74,979,426		768	1.683	\$ 73,568,870			\$ 74,899,265

GRAND TOTALS: \$ 176,317,390 1.622 \$ 176,282,299 612 \$ 173,971,643. 1.622 \$ 176,135,239

*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 05/31/2018

Investment #26330	FNMA	Callable quarterly
Investment #26332	FNMA	Callable quarterly
Investment #26335	FFCB	Callable anytime
Investment #26354	FHLB	Callable anytime
Investment #26355	FHLB	Callable anytime
Investment #26356	FFCB	Callable anytime
Investment #26357	FNMA	Callable quarterly
Investment #26368	FNMA	Callable quarterly
Investment #26385	FHLMC	Callable quarterly
Investment #26402	FHLMC	Callable quarterly
Investment #26403	FHLMC	Callable quarterly

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GEO 2012 Construction 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
Federal Home Loan Ba	USB	888,000	1.420	12/06/2017	881,450	06/11/2018	10	1.450	887,547	313385XY7A	26502	887,650
Fund Total and Average		\$ 888,000	1.420		\$ 881,450		10	1.450	\$ 887,547			\$ 887,650
Geothermal Debt Service												
U.S. Treasury	USBT	1,056,000	1.499	01/03/2018	1,048,256	06/28/2018	27	1.532	1,054,627	912796PM5	26510	1,054,812
U.S. Treasury	USBT	235,000	1.510	01/31/2018	233,541	06/28/2018	27	1.540	234,695	912796PM5	26522	234,734
U.S. Treasury	USBT	235,000	1.720	05/31/2018	234,686	06/28/2018	27	1.746	234,695	912796PM5	26605	234,697
Federal Home Loan Ba	USBT	234,000	1.720	04/30/2018	233,329	06/29/2018	28	1.748	233,668	313385YS9	26586	233,687
Federal Home Loan Ba	USBT	235,000	1.420	12/28/2017	233,276	07/02/2018	31	1.450	234,255	313385YV2	26509	234,713
Federal Home Loan Ba	USBT	235,000	1.679	02/27/2018	233,629	07/02/2018	31	1.713	234,255	313385YV2	26533	234,660
Federal Home Loan Ba	USBT	235,000	1.710	03/28/2018	233,928	07/02/2018	31	1.741	234,255	313385YV2	26560	234,654
Fund Total and Average		\$ 2,465,000	1.572		\$ 2,450,645		28	1.603	\$ 2,460,450			\$ 2,461,957

GEO 2012A Debt Service

U.S. Treasury	USBT	128,000	1.510	01/31/2018	127,205	06/28/2018	27	1.540	127,834	912796PM5	26519	127,855
U.S. Treasury	USBT	123,000	1.720	05/31/2018	122,835	06/28/2018	27	1.746	122,840	912796PM5	26606	122,841
Federal Home Loan Ba	USBT	123,000	1.720	04/30/2018	122,647	06/29/2018	28	1.748	122,825	313385YS9	26587	122,835
Federal Home Loan Ba	USBT	124,000	1.679	02/27/2018	123,277	07/02/2018	31	1.713	123,607	313385YV2	26532	123,821
Federal Home Loan Ba	USBT	124,000	1.710	03/28/2018	123,435	07/02/2018	31	1.741	123,607	313385YV2	26561	123,817
Fund Total and Average		\$ 622,000	1.667		\$ 619,399		29	1.697	\$ 620,713			\$ 621,169

Geo 2016A Debt Service

U.S. Treasury	USBT	187,000	1.499	01/03/2018	185,629	06/28/2018	27	1.532	186,757	912796PM5	26512	186,790
U.S. Treasury	USBT	56,000	1.510	01/31/2018	55,652	06/28/2018	27	1.540	55,927	912796PM5	26517	55,937
U.S. Treasury	USBT	55,000	1.575	02/27/2018	54,709	06/28/2018	27	1.606	54,929	912796PM5	26530	54,935
U.S. Treasury	USBT	54,000	1.662	03/28/2018	53,771	06/28/2018	27	1.693	53,930	912796PM5	26562	53,933
U.S. Treasury	USBT	55,000	1.645	04/30/2018	54,852	06/28/2018	27	1.672	54,929	912796PM5	26588	54,932
U.S. Treasury	USBT	54,000	1.681	05/31/2018	53,929	06/28/2018	27	1.706	53,930	912796PM5	26607	53,932
Fund Total and Average		\$ 461,000	1.568		\$ 458,542		27	1.598	\$ 460,402			\$ 460,459

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	178	1.150	1,493,670	3134GBKVO	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		178	1.150	\$ 1,493,670			\$ 1,500,000

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Geo Decommissioning 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	LAIF	6,017,181	1.509	07/01/2013	6,017,181		1	1.509	6,017,181	SYST0027	70027	6,017,181
Union Bank of Calif	UBOC	418,621	0.002	07/01/2013	418,621		1	0.002	418,621	SYST0034	70034	418,621
Federal National Mtg	UBOC	5,500,000	1.500	08/30/2016	5,500,000	05/28/2021	1,082	1.500	5,323,395	3136G33W3	26369	5,500,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	1,287	3.103	735,623	69353REY0	26553	736,273
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,335	2.200	916,111	3134GAV92	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	1,440	2.329	838,854	037833CQ1	26499	860,242
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,644	3.004	725,265	25468PCW4	26551	729,540
General Electric Co.	UBOC	750,000	3.100	03/15/2018	740,385	01/09/2023	1,683	3.390	739,688	36962G6S8	26552	740,806
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,701	3.104	735,188	24422ERT8	26550	740,192
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,703	3.229	736,778	06406RAE7	26549	741,017
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,711	3.140	494,075	44932HAH6	26548	496,957
Fund Total and Average		\$ 17,988,013	1.842		\$ 17,918,512		852	1.933	\$ 17,680,779			\$ 17,921,829

GEO Debt Service Reserve Acct

U.S. Treasury	USB	56,000	1.823	02/27/2018	55,041	01/31/2019	244	1.872	55,217	912796PP8	26536	55,308
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	363	1.354	902,311	3137EADG1	26228	910,467
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	488	1.530	2,478,633	3137EADM8	26197	2,505,944
Fund Total and Average		\$ 3,478,000	1.390		\$ 3,459,766		451	1.490	\$ 3,435,161			\$ 3,471,719

Geo 2012A DSR Account

U.S. Treasury	USB	41,000	1.555	01/03/2018	40,403	12/06/2018	188	1.594	40,567	912796PE3	26511	40,667
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,089	1.625	1,469,776	3136G3NLS	26333	1,517,000
Fund Total and Average		\$ 1,558,000	1.623		\$ 1,557,403		1065	1.624	\$ 1,510,343			\$ 1,557,667
GRAND TOTALS:		\$ 28,960,013	1.696		\$ 28,845,717		654	1.769	\$ 28,550,065.			\$ 28,882,450

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 05/31/2018

- Investment #26302 FHLMC Callable quarterly
- Investment #26333 FNMA Callable quarterly
- Investment #26369 FNMA Callable quarterly
- Investment #26404 FHLMC Callable quarterly
- Investment #26499 Apple Inc. Callable anytime

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Cap Facilities Debt Service

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
U.S. Treasury	USBT	1,085,000	1.559	01/31/2018	1,076,725	07/26/2018	55	1.593	1,082,038	912796PR4	26521	1,082,414
Federal Home Loan Ba	USBT	464,000	1.865	05/31/2018	462,534	07/31/2018	60	1.896	462,552	313385A22A	26611	462,558
Federal Home Loan Ba	USBT	1,462,000	1.740	02/27/2018	1,451,047	08/01/2018	61	1.777	1,457,249	313385A30A	26542	1,457,690
Federal Home Loan Ba	USBT	466,000	1.770	03/27/2018	463,090	08/01/2018	61	1.805	464,486	313385A30A	26559	464,602
Federal Home Loan Ba	USBT	464,000	1.820	04/30/2018	461,818	08/01/2018	61	1.853	462,492	313385A30A	26585	462,569
Fund Total and Average		\$ 3,941,000	1.718		\$ 3,915,214		59	1.753	\$ 3,928,817			\$ 3,929,833

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	17,000	1.680	02/27/2018	16,960	08/23/2018	83	1.717	16,927	912796PV5	26541	16,934
U.S. Treasury	USB	37,000	1.554	01/03/2018	36,461	12/06/2018	186	1.594	36,609	912796PE3	26514	36,700
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,153	1.530	68,071	3136GSS97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,322	2.340	1,428,859	3137EADB2	25845	1,444,616
Fund Total and Average		\$ 1,568,000	2.310		\$ 1,571,751		1274	2.279	\$ 1,550,466			\$ 1,569,250
GRAND TOTALS:		\$ 5,509,000	1.887		\$ 5,486,965		406	1.903	\$ 5,479,283.			\$ 5,499,083

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Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 05/31/2018
Investment #26358 FNMA Callable quarterly

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Capital Dev. Reserve Hydro

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	LAIF	4,464,582	1.509	07/01/2013	4,464,582		1	1.509	4,464,582	SYS70028	70028	4,464,582
Union Bank of Calif	UBOC	56,773	0.002	07/01/2013	56,773		1	0.002	56,773	SYS70031	70031	56,773
Federal Home Loan Mt	UBOC	1,993,000	0.950	06/29/2016	1,993,000	06/29/2018	28	0.950	1,991,445	3134G9A80	26339	1,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/26/2018	178	1.150	3,207,407	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	577	1.350	5,236,263	3136G3VH5	26340	5,320,000
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,567	3.051	481,095	74460DAB5	26546	486,446
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,657	3.051	493,310	92826CAC6	26547	494,719
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,720	3.121	488,635	68389XBR5	26545	489,206
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,734	2.971	494,235	097023BW4	26544	496,239
Fund Total and Average		\$ 17,055,355	1.453		\$ 17,020,380		410	1.499	\$ 16,913,745			\$ 17,021,965

Hydro Initial Facilities

U.S. Treasury	USB	97,000	1.435	12/07/2017	96,296	06/07/2018	6	1.465	96,975	912796P12	26503	96,977
U.S. Treasury	USB	16,000	1.680	02/27/2018	15,868	08/23/2018	83	1.717	15,932	912796PV5	26540	15,938
Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	179	1.450	1,525,468	3135G0Y14	26189	1,530,265
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	235	1.060	2,423,377	3133EFVQ7	26300	2,439,915
Fund Total and Average		\$ 4,079,000	1.397		\$ 4,101,909		208	1.219	\$ 4,061,752			\$ 4,083,095

Hydro Debt Service

U.S. Treasury	USBT	11,923,000	1.500	01/03/2018	11,835,565	06/28/2018	27	1.532	11,907,500	912796PM5	26513	11,909,587
U.S. Treasury	USBT	2,003,000	1.510	01/31/2018	1,990,566	06/28/2018	27	1.540	2,000,396	912796PM5	26515	2,000,732
U.S. Treasury	USBT	2,636,000	1.720	05/31/2018	2,632,474	06/28/2018	27	1.746	2,632,573	912796PM5	26608	2,632,600
Federal Home Loan Ba	USBT	2,641,000	1.720	04/30/2018	2,633,429	06/29/2018	28	1.748	2,637,250	313385YS9	26589	2,637,467
Federal Home Loan Ba	USBT	2,971,000	1.680	02/27/2018	2,953,669	07/02/2018	31	1.713	2,961,585	313385YV2	26531	2,966,702
Federal Home Loan Ba	USBT	2,967,000	1.710	03/28/2018	2,953,470	07/02/2018	31	1.741	2,957,598	313385YV2	26563	2,962,631
Fund Total and Average		\$ 25,141,000	1.593		\$ 24,999,173		28	1.624	\$ 25,096,902			\$ 25,109,719

Hydro 2018A Debt Service

U.S. Treasury	USBT	555,000	1.720	05/31/2018	554,258	06/28/2018	27	1.746	554,279	912796PM5	26609	554,284
Fund Total and Average		\$ 555,000	1.720		\$ 554,258		27	1.746	\$ 554,279			\$ 554,284

Hydro 2018B Debt Service

U.S. Treasury	USBT	5,000	1.681	05/31/2018	4,993	06/28/2018	27	1.706	4,994	912796PM5	26610	4,994
Fund Total and Average		\$ 5,000	1.681		\$ 4,993		27	1.707	\$ 4,994			\$ 4,994

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Hydro Debt Service Resrv 2010A

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
U.S. Treasury	USB	52,000	1.625	02/27/2018	51,780	09/30/2019	394	1.945	51,632	912828W55	26537	51,823
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	395	1.400	137,931	3133XU9G6	26451	139,277
Federal Farm Credit	USB	5,528,000	1.750	09/28/2015	5,546,187	09/04/2020	795	1.680	5,432,631	3133EE5Z9	26243	5,536,018
Fund Total and Average		\$ 5,715,000	1.813		\$ 5,740,568		782	1.676	\$ 5,622,094			\$ 5,727,118

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	1,165	1.790	673,353	3134G99A3	26432	690,781
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		1165	1.790	\$ 673,353			\$ 690,781

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	178	1.150	1,483,670	3134G8KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		178	1.150	\$ 1,483,670			\$ 1,500,000

Hydro 2012 Cost of Issuance

US Bank	USB	0	0.040	07/01/2013	0		1	0.040	0	SYS79061	79061	0
Fund Total and Average		\$ 0	***.***		\$ 0		***	***.***	\$ 0			\$ 0

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	09/04/2020	795	1.680	98,273	3133EE5Z9	26244	100,145
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	990	2.251	145,019	912828X36	26539	145,993
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,153	1.530	90,122	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,322	2.380	3,889,506	3137EADB2	25652	3,927,356
Fund Total and Average		\$ 4,268,000	2.337		\$ 4,266,553		1295	2.340	\$ 4,222,920			\$ 4,257,494

GRAND TOTALS:		\$ 59,007,355	1.607		\$ 58,879,225		333	1.608	\$ 58,643,709.			\$ 58,959,450
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Investment #26303 FHLMC Callable quarterly
Investment #26339 FHLMC Callable quarterly
Investment #26340 FNMA Callable quarterly
Investment #26359 FNMA Callable quarterly

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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		72,525	1.509	07/01/2013	72,525		1	1.509	72,525	SYS70046	70046	72,525
Fund Total and Average		\$ 72,525	1.509		\$ 72,525		1	1.509	\$ 72,525			\$ 72,525

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	5,096,875	0.600	07/01/2013	5,096,875		1	0.600	5,096,875	SYS79003	79003	5,096,875
Federal Home Loan Ba	USBT	489,000	1.640	02/27/2018	486,906	06/01/2018	0	1.669	489,000	313385XN1A	26529	489,000
Federal Home Loan Ba	USBT	488,000	1.685	04/30/2018	487,269	06/01/2018	0	1.710	488,000	313385XN1A	26590	488,000
Fund Total and Average		\$ 6,073,875	0.771		\$ 6,071,050		1	0.775	\$ 6,073,875			\$ 6,073,875

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	5,000,527	0.600	07/01/2013	5,000,527		1	0.600	5,000,527	SYS79004	79004	5,000,527
Federal Home Loan Ba	USBT	729,000	1.640	02/27/2018	725,878	06/01/2018	0	1.669	729,000	313385XN1A	26528	729,000
Federal Home Loan Ba	USBT	727,000	1.685	04/30/2018	725,911	06/01/2018	0	1.710	727,000	313385XN1A	26591	727,000
Fund Total and Average		\$ 6,456,527	0.840		\$ 6,452,316		1	0.846	\$ 6,456,527			\$ 6,456,527

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	4,089,125	0.600	07/01/2013	4,089,125		1	0.600	4,089,125	SYS79011	79011	4,089,125
Federal Home Loan Ba	USBT	439,000	1.640	02/27/2018	437,120	06/01/2018	0	1.669	439,000	313385XN1A	26527	439,000
Federal Home Loan Ba	USBT	439,000	1.685	04/30/2018	438,342	06/01/2018	0	1.710	439,000	313385XN1A	26592	439,000
Fund Total and Average		\$ 4,967,125	0.788		\$ 4,964,587		1	0.793	\$ 4,967,125			\$ 4,967,125

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,402,513	0.600	07/01/2013	2,402,513		1	0.600	2,402,513	SYS79012	79012	2,402,513
Federal Home Loan Ba	USBT	351,000	1.640	02/27/2018	349,497	06/01/2018	0	1.669	351,000	313385XN1A	26526	351,000
Federal Home Loan Ba	USBT	349,000	1.685	04/30/2018	348,477	06/01/2018	0	1.710	349,000	313385XN1A	26593	349,000
Fund Total and Average		\$ 3,102,513	0.840		\$ 3,100,487		1	0.846	\$ 3,102,513			\$ 3,102,513

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	183,000	1.640	02/29/2018	182,225	06/01/2018	0	1.669	183,000	313385XN1A	26543	183,000
Federal Home Loan Ba	USBT	183,000	1.685	04/30/2018	182,726	06/01/2018	0	1.710	183,000	313385XN1A	26594	183,000
Fund Total and Average		\$ 366,000	1.663		\$ 364,951		0	1.690	\$ 366,000			\$ 366,000

Northern California Power Agency
Treasurer's Report

05/31/2018

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	36,378	0.600	07/01/2013	36,378		1	0.600	36,378	SYS79005	79005	36,378
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	394	1.945	84,399	912828WSS	26538	84,710
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,089	1.659	4,233,386	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,168	1.699	143,250	3137EAE9	26454	147,346
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,470	1.760	4,014,679	313379Q69	26463	4,157,477
Fund Total and Average		\$ 8,731,378	1.866		\$ 8,795,973		1269	1.706	\$ 8,512,092			\$ 8,785,911

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	397	0.600	07/01/2013	397		1	0.600	397	SYS79006	79006	397
U.S. Treasury	USB	38,000	1.823	02/27/2018	37,349	01/31/2019	244	1.872	37,469	912796PP8	26534	37,530
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	742	1.540	2,181,722	313370E38	26455	2,222,869
Fund Total and Average		\$ 2,183,397	3.349		\$ 2,292,892		734	1.545	\$ 2,219,588			\$ 2,260,796

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	624	0.600	07/01/2013	624		1	0.600	624	SYS79013	79013	624
U.S. Treasury	USB	25,000	1.823	02/27/2018	24,572	01/31/2019	244	1.872	24,651	912796PP8	26535	24,691
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	395	1.400	1,047,253	3133XJ3G6	26456	1,057,476
Fund Total and Average		\$ 1,050,624	4.315		\$ 1,107,904		391	1.410	\$ 1,072,528			\$ 1,082,791

LEC O & M Reserve

Local Agency investm		1,603,701	1.509	07/01/2013	1,603,701		1	1.509	1,603,701	SYS70047	70047	1,603,701
Union Bank of Calif	UBOC	75,076	0.002	07/18/2013	75,076		1	0.002	75,076	SYS70041	70041	75,076
Federal National Mig	UBOC	2,833,000	1.875	08/28/2015	2,998,142	02/19/2019	263	1.220	2,926,107	3135G0ZA4	26248	2,946,435
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	735	1.550	3,548,520	3130ABJ00	26440	3,614,281
Federal National Mig	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	760	1.300	2,929,470	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,226,777	1.549		\$ 11,290,871		508	1.381	\$ 11,082,874			\$ 11,239,493
GRAND TOTALS:		\$ 44,230,741	1.427		\$ 44,613,656		425	1.193	\$ 43,925,647.			\$ 44,407,556

*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 05/31/2018
Investment #26337 FFCB Callable anytime



Commission Staff Report

June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: Sale or Disposal of Surplus Property

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>SA</i>	METHOD OF SELECTION:
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Note and file report by all members for the disposal of approximately 601 pounds of electronic waste.

BACKGROUND:

The NCPA Policy for the Disposal or Destruction of Surplus Supplies, Materials, or Equipment requires that such disposal or destruction be reported to the NCPA Commission within 60 days of such action.

In accordance with that policy, the following disposal or destruction is hereby reported:

<u>Property Description</u>	<u>Quantity</u>	<u>*Method of Disposal</u>	<u>Net Cost From Disposal</u>
Miscellaneous scrap e-waste recycling fee	601	S	\$ 390.65
Stop Fee	1		\$ 150.00
			\$
			\$
			\$
		Total	\$ 540.65

* Note: Public Sale (PS); Private Sale (P), Disposal – Net Scrap Value (S)

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

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.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments:

- Declarations of Surplus



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 3/9/18

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VTNs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION LEC/CT2
				UNIT	TOTAL		
1.		E-Waste	S				
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: E-Waste

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Philpot / Michael DeBortoli Michael DeBortoli
 ORG. Gen Corp CODE:
 APPROVED BY: [Signature] (ASST. GEN. MANAGER) DATE: 3/15/18
 AUTHORIZATION TO PROCEED: [Signature] (GENERAL MANAGER)

PUBLIC SALE PRIVATE SALE
 DISPOSAL - NO NET SCRAP VALUE
 *U/M = UNIT OF MEASURE
 ** CONDITION: EXCELLENT (E), GOOD (G), AVERAGE POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER

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

Invoice

Date	Invoice #
5/2/2018	75332

Bill To
Northern CA Power Agency PO Box 1478 Lodi, CA 95242

Ship To
NCPA Lodi Stig 12751 N. Thornton Road Lodi, CA 95242

Description	Quantity	Rate	P.O. No.	Rep
				AB
				Amount
Electronic Waste	601	0.65		390.65
Stop Fee	1	150.00		150.00
Sales Tax		7.75%		0.00
Total				\$340.65

FREMOUW ENVIRONMENTAL SERVICES, INC.

Send Payment to:
6940 Tremont Road
Dixon, CA 95620
www.hazardousdisposal.net

Phone: 800-559-3274
Phone: 707-448-3700
Fax: 707-448-3499

EPA ID # CAR000171017
U.S.D.O.T. # 1484667
D.T.S.C. # 3544
CA # 274461

CSLB A-Eng #1022665
Small Business # 56427

INVOICE # 075332
Date 05/02/18

SITE ADDRESS
Customer NCPA Lodi Stig
12751 N Thornton Road
Lodi, CA 95242

BILLING/MAILING ADDRESS
Customer Northern CA Power Agency
ATTN: Accts. Payable
PO Box 1478
Lodi, CA 95242

E.P.A. # CAR 000-004-333 Phone _____
Additional Contacts: # 5300803** (209) 210-5009 **PAYMENT TERMS: NET 15**
Brooklyn Saylor

PRODUCT - SERVICE INFORMATION/PROPER SHIPPING DESCRIPTION/BILL OF LADING

7 • 14 • 21 • 30 • 45 • 60 • 90 • 180 • 365	W/C	WASTE CODE	MANIFEST NUMBER	QUANTITY	UNITS	PRICE	AMOUNT
①		n/a	075332		lbs	0.65	0
<i>Universal Waste Devices For Recycling - Misc Scrap E-Waste (1 pallet)</i>							
<u>Monitors / Printer / Keyboards / Cables / Hard Drives</u>							
		n/a		1	Stop	150.00	150.00
		n/a			Hour	95.00	
<u>Label if inside more than 1 hr.</u>							

SERVICES REQUESTED BY 4/25/18 JS - Phil Fremouw requested by Melissa 209-210-5024 TAX 7.750%

We Accept

P. O. # _____ TOTAL CHARGES: _____

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable state and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimized the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford. All used oil from the generator listed above will be transported only to a facility permitted by the State of California to produce used oil into recycled oil OR a facility that is required to comply with Federal regulations applicable to the management of used oil. All relevant information regarding known or suspected hazards associated with this waste has been disclosed. The customer agrees to pay reasonable costs and attorney fees incurred in the collection of this obligation. Venue for purposes of this obligation shall be in Solano county. I declare under penalty of perjury that the foregoing is true and correct.

DISPOSAL/RECYCLING FACILITY:	Collection Station	Industrial	Agriculture	Government	Marine	Other	Industrial Oil	Lubricating Oil
------------------------------	--------------------	------------	-------------	------------	--------	-------	----------------	-----------------

FREMOUW Environmental Services
6940 Tremont Rd
Dixon, CA 95620
707-448-3700

Melissa Philpot
Print Name

[Signature]
Generator's Signature

[Signature]
Driver's Signature

I hereby certify that I have read and have the authority to bind the above listed generator to the terms on the reverse side of this form.




Commission Staff Report

June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: Fiscal Year 2022 Western O&M Funding Commitment and Contribution Report

AGENDA CATEGORY: Consent

FROM:	David Dockham 	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Industry Restructuring	

IMPACTED MEMBERS:		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input checked="" type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
City of Biggs <input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input checked="" type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Note and file report by Assignment Members, as directed pursuant to Commission Resolution 15-49, confirming receipt of Revision 22 to Exhibit C of the Western O&M Funding Agreement, as executed by the General Manager of NCPA.

BACKGROUND:

Northern California Power Agency (NCPA) previously entered into the Agreement for the Funding and Operation and Maintenance for Central Valley Project Facilities (O&M Funding Agreement or Contract 96-SNR-00110) with the Western Area Power Administration (Western), Bureau of Reclamation (Reclamation), and other Central Valley Project (CVP) customers. Pursuant to the O&M Funding Agreement, Western customers provide funds for specific operations, maintenance, and capital projects related to the CVP power projects, or the delivery of CVP energy, that would otherwise not be undertaken due to limited federal appropriations. These activities increase the quantity, and enhance the reliability, of energy delivered to NCPA under the Base Resource contract. After receipt of funds paid by NCPA, Western returns an equal amount of funds back to NCPA, as a bill credit, on its next monthly power bill. NCPA actively participates in the review and approval of projects chosen for funding under the program, along with other Western customer who are parties to the O&M Funding Agreement.

For matters pertaining to the O&M Funding Agreement, NCPA acts on behalf of the NCPA members who have assigned their Base Resource percentage to NCPA. The NCPA members who have assigned their Base Resource percentage to NCPA are the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto and Ukiah, Plumas-Sierra Rural Electric Cooperative, and the Port of Oakland (collectively referred to as the "Assignment Members").

DISCUSSION:

Pursuant to the O&M Funding Agreement, Western periodically requests participants to execute revisions to the Individual Customer Commitments and Contribution exhibit (Exhibit C), which includes NCPA's allocated share of the total funding obligation approved through the customer approval process. Execution of Exhibit C of the O&M Funding Agreement establishes a commitment by NCPA, acting on behalf of the Assignment Members, to provide funds in the amount stated in the revised exhibit.

As set forth in Commission Resolution 15-49, the Commission has delegated authority to the General Manger of NCPA to execute revisions to Exhibit C of the O&M Funding Agreement, provided that funding levels for the applicable year is less than 105% of the average of the prior 3 year commitments, or 85% of the estimated NCPA invoice for power from Western for the next subsequent fiscal year, whichever is less. Commission Resolution 15-49 also directed the General Manager of NCPA to provide a written report to the Commission, within 90 days after having executed a revision to Exhibit C, which details the total funding level and the allocated funding level to each member that has assigned its Base Resource percentage to NCPA.

Based on the authority granted to the General Manager of NCPA, on May 23, 2018 NCPA executed Revision 22 to Exhibit C of the O&M Funding Agreement, which committed NCPA to make contributions to the O&M Funding program equal to \$8,588,447.97 during federal fiscal year 2022. This contribution commitment level amount is within the defined parameters further described in Commission Resolution 15-49.

This staff report serves as NCPA's written report to the Commission. Revision 22 to Exhibit C of the O&M Funding Agreement, and a summary of the allocated funding level for each Assignment Member, has been attached to this staff report for your reference.

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.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Revision 22 to Exhibit C of Contract 96-SNR-00110
Summary of allocated funding level for each Assignment Member

EXHIBIT C
 (Individual Customer Commitment and Contribution)


1. This Exhibit C, Revision 22, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 6.


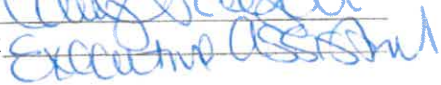
	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount ¹	Revision 21 Contribution Commitment Level Amount	Proposed Revision 22 Contribution Commitment Level Amount	Revision 22 Contribution Commitment Level Amount
2019	\$10,002,897.31	\$1,162,273.39	\$10,002,897.31	n/a	\$10,002,897.31
2020	\$9,928,304.01	\$1,155,873.93	\$9,928,304.01	n/a	\$9,928,304.01
2021	\$8,230,832.22	\$1,267,441.31	\$8,230,832.00	n/a	\$8,230,832.00
2022	\$8,588,447.97	\$1,256,598.18	n/a	\$8,588,447.97	\$8,588,447.97

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2019 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

By: 
 Name: Randy S. Howard
 Title: General Manager
 Address: 651 Commerce Drive
Roseville, CA 95678
 Date: 5/23/18

Attest 
 By: 
 Title: Executive Assistant

¹ To participate on the Governance Board, a Customer must contribute at least 1/12th of its share of the estimated annual O&M cost for the FY that is four (4) years out from the current FY. This minimum amount is set forth in Column 3 of this Exhibit.

Contract No. 96-SNR-00110 (Western O&M Funding Agreement)
Exhibit C, Revision 22
FY 2022 Fair Share Contributions

Member	Base Resource Percentage	FY 2022 Exh C Rev 22 Contribution
Alameda	1.206%	\$ 584,635.38
Biggs	0.295%	\$ 143,185.31
Gridley	0.661%	\$ 320,463.28
Healdsburg	0.251%	\$ 121,878.61
Lodi	0.569%	\$ 275,935.38
Lompoc	0.323%	\$ 156,373.56
Palo Alto	12.309%	\$ 5,966,056.18
Plumas-Sierra	0.346%	\$ 167,627.92
Ukiah	1.758%	\$ 852,292.36
		<u>\$ 8,588,447.97</u>



Commission Staff Report

Date: June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: Performance Mechanical, Inc. – Five Year Multi-Task General Services Agreement for general T&M maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Approval of Resolution 18-43 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Performance Mechanical, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

General T&M maintenance services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000.00 over five years, to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with TNT Industrial Contractors, Inc., Danick Mechanical, and RAM Mechanical. NCPA seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on June 6, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 11, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Performance Mechanical, Inc.

RESOLUTION 18-43

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH PERFORMANCE
MECHANICAL, INC.**

(reference Staff Report #156:18)

WHEREAS, general T&M maintenance related services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Performance Mechanical, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Performance Mechanical, Inc. to provide such services as needed at all NCPA facility locations, Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$2,000,000 over five years; and

WHEREAS, 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; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Performance Mechanical, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years for general T&M maintenance services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Performance Mechanical, Inc., a California corporation with its office located at 701 Willow Pass Road, Suite 2, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution 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, Agency shall have the right to require Contractor to provide the certificates of insurance and/or 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.

4.6 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. 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 **Confidential Information and Disclosure.**
 - 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; 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 workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be

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

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the

Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page

of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

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

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

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

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

13.16 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary in this contract, under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

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

NORTHERN CALIFORNIA POWER AGENCY

PERFORMANCE MECHANICAL, INC.

Date _____

Date _____

RANDY S. HOWARD
General Manager

DIMITRI HROVAT,
Vice President - CFO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A
SCOPE OF WORK

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

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

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

Contractor may provide services at all Project Site Locations.

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:

San Joaquin County Labor Rates Effective:	1-Jul-17 ST	To TH	30-Jun-18 DT
BOILERMAKERS			
JOURNEYMAN	108.06	144.25	180.45
ASST FOREMAN	109.84	146.76	187.70
FOREMAN	111.62	149.26	190.92
GENERAL FOREMAN	120.23	161.34	206.48
SUPERINTENDENT	126.32	169.88	217.48
HELPER	52.96	67.46	85.98
APPR 1	89.80	118.63	151.48
APPR 2	92.84	122.90	156.98
APPR 3	95.88	127.17	162.48
APPR 4	98.93	131.44	167.98
APPR 5	101.97	135.71	173.48
APPR 6	105.01	139.98	178.98
CARPENTERS			
JOURNEYMAN	97.68	121.00	144.32
FOREMAN	112.69	142.06	171.43
GENERAL FOREMAN	127.25	162.49	197.74
LABORERS			
JOURNEYMAN	73.73	90.29	106.86
FOREMAN	76.58	94.30	112.02
IRONWORKERS			
JOURNEYMAN	95.31	116.65	137.99
FOREMAN	100.73	124.21	147.68
GENERAL FOREMAN	106.70	132.52	158.34
APPR 1	45.11	55.78	66.45
APPR 2	51.89	63.62	75.36
APPR 3	57.16	69.96	82.77
APPR 4	62.14	76.01	89.88
APPR 5	67.56	83.57	99.57
APPR 6	76.01	94.15	112.29
APPR7	85.04	104.25	123.45
APPR8	87.75	108.02	128.30
MILLWRIGHTS			
JOURNEYMAN	103.20	127.96	152.72
FOREMAN	112.44	140.93	169.42
GENERAL FOREMAN	114.58	143.93	173.28
APPR 1	59.21	74.07	88.92
APPR 2	65.63	81.72	97.82
APPR 3	73.23	90.56	107.89
APPR 4	76.29	94.86	113.43
APPR 5	90.93	110.74	130.54
APPR 6	94.00	115.04	136.09
APPR7	97.06	119.35	141.63
APPR8	100.13	123.65	147.17

PIPEFITTERS - FIELD				PIPEFITTERS - Sacramento SHOP		
JOURNEYMAN	101.38	125.56	149.73	105.63	133.46	161.30
GALVANIZED WELDER	109.78	141.17	172.56	105.63	133.46	161.30
FOREMAN	109.78	141.17	172.56	116.66	148.95	181.24
GENERAL FOREMAN	113.82	146.84	179.86	120.82	154.78	188.75
SUPERINTENDENT	120.51	156.23	191.95	127.70	164.44	201.19
APPR 1	51.16	62.04	72.92	51.56	62.70	73.83
APPR 2	58.08	70.17	82.25	55.01	67.54	80.06
APPR 3	62.54	75.83	89.13	58.46	72.38	86.30
APPR 4	67.04	81.54	96.05	61.91	77.22	92.53
APPR 5	71.50	87.21	102.92	78.03	94.74	111.44
APPR 6	76.00	92.92	109.84	81.48	99.58	117.67
APPR 7	80.47	98.60	116.73	84.93	104.42	123.90
APPR 8	84.96	104.30	123.64	88.38	109.26	130.14
APPR 9	89.43	109.97	130.52	91.83	114.10	136.37
APPR 10	93.92	115.68	137.43	95.28	118.94	142.60
FIELD STAFF						
EST/PROJECT MGR	128.00	179.00	230.00			
PROJECT ENGINEER	97.00	134.00	171.00			
FIELD ENGINEER	82.00	113.00	144.00			
SCHEDULER	125.00	174.00	224.00			
CAD DETAILER	131.00	173.00	217.00			
INFO SYSTEM TECH	89.00	123.00	157.00			
QC	103.00	144.00	184.00			
SAFETY	97.00	134.00	171.00			
TIMEKEEPER	55.00	76.00	98.00			
CLERICAL	49.00	67.00	85.00			

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

Performance Mechanical, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

Date: June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: American Crane Rental, Inc. – Five Year Multi-Task General Services Agreement for crane services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Roseville <input type="checkbox"/>
		City of Santa Clara <input type="checkbox"/>
		Plumas-Sierra REC <input type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Approval of Resolution 18-44 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Crane Rental, Inc. for crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Crane related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with Maxim Crane, Titan Crane and OST Trucking & Cranes (pending), and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on June 6, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 11, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- General Services Agreement with American Crane Rental, Inc.

RESOLUTION 18-44

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH AMERICAN
CRANE RENTAL, INC.**

(reference Staff Report 157:18)

WHEREAS, crane related services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, American Crane Rental, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with American Crane Rental, Inc. to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

WHEREAS, 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; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Crane Rental, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 for crane related services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and American Crane Rental, Inc., a corporation with its office located at 17800 Comconex Road, Manteca, CA 95336 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution 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.

4.6 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. 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages,

expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any

unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

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

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

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

13.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third

party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

AMERICAN CRANE RENTAL, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

KEITH POWELL,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

JANE LUCKHARDT,
NCPA General Counsel

EXHIBIT A
SCOPE OF WORK

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

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

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

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:

Operated Crane Size	Hourly Minimums, Operated	All Rentals are Portal to Portal	Pick up Charge when towed to job \$100/Day
9 Ton Carry Deck (Grove) YB4409-2	\$200/ Hr. Min 8 Hours 32'10" Boom 12' and 18' Jib. Gas & Propane plus Trucking at \$135 per hour		
10 Ton Carry Deck (Grove) YB4411	\$200/ Hr. Min 8 Hr. 32'10" Boom. 12' & 18' Jib. Gas & Propane Plus Trucking of \$135 per hour		
15 Ton Carry Deck (Shuttle Lift) 5560RT	\$215/ Hr. Min 8 Hr. 43'5" Boom. 15' Jib. Gas & Propane Plus Trucking of \$135 per hour		
20 Ton Carry Deck (Shuttle Lift) 7750RT	\$250/ Hr. Min 8 Hr. 67' Boom 17' Jib Diesel Plus Trucking of \$135 per hour		
25 Ton Carry Deck (Shuttle Lift) CD7725	\$250/ Hr. Min 8 Hr. 71' Boom 17' Jib Diesel plus Trucking of \$135 per hour		
15 Ton Knuckle Boom Truss Truck	\$200/ Hr. Min 4, 6, 8 Hr. 78' Boom, with Remote		
18 Ton Boom Truck	\$165/ Hr., Min 4, 6, 8 Hr. Rear Mount 70' Boom, No Jib		
18 Ton Boom Truck (Livermore/Sacramento)	\$175/ Hr., Min 4, 6, 8 Hr. Rear Mount 70' Boom, No Jib		
20 Ton Boom Truck # 20539	\$185/ Hr. Min 4, 6, 8 Hr. Min Front Mount 90' Boom 25' & 45' jib		
28 Ton Boom Truck # 28541	\$165/ Hr. 4, 6, 8 Hr. Min. Front Mount 92' Boom 26' & 46' Jib		
30 Ton Boom Truck	\$185/ Hr. 4, 6, 8 Hr. Min. Swing Cab 100'-112' Boom 26' & 46' Jib		
33 Ton Boom Truck	\$185/ Hr. 4, 6, 8 Hr. Min. Swing Cab 127' Boom 30' Jib		
40 Ton Hydro	\$205/ Hr. 4, 6, 8 Hr. Min 95' Boom 26' & 45' Jib, Fresno 105' Boom 32' & 49' Jib		
70 Ton Hydro 75 Series I	\$265/ Hr. 4, 6, 8 Hr. Min 110' to 115' Main Boom 32' to 61' Jib 12,000 / 6,500 CWT		
75 Ton Hydro Series II	\$275/ Hr. 4, 6, 8 Hr. Min 127' Main Boom 38' & 64' Jib		
40 Ton R/T	\$225/ Hr. 8 Hour Min 102' Main Boom 26' & 45' Jib (Plus Delivery/Pick Up with Lowbed)		
80 Ton R/T	\$255/ Hr. 8 Hr. Min 128' Main Boom 33' to 56' Jib, Plus 9 Axle Delivery & Pickup (Rates Below)		
80 Ton Hydro 26K CWT	\$395/ Hr. 8 Hr. Min 142' Boom 33' to 56' Jib. Plus gear trailer & Oiler (2 Man Crew)		
90 Ton Hydro 36K CWT	\$405/ Hr. 8 Hr. Min 142' Boom 33' to 56' Jib. Plus gear trailer & Oiler (2 Man Crew)		
100 Ton Hydro 44K CWT	\$425/ Hr. 8 Hr. Min 142' Boom 33' to 56' Jib. Plus gear trailer & Oiler (2 Man Crew)		
100 Ton Hydro 44K CWT (with Inserts 68' Jib)	\$450/ Hr. 8 Hr. Min 142' Boom 33' to 88' Jib. Plus gear trailer & Oiler (2 Man Crew)		
200 Ton Conventional	P.O.R. 8 Hr. Min. 42" to 150" Boom Ck 1st Jib, Plus Mob in and Mob out & Oiler (2 Man Crew)		
120T, 150T, 175T, 210T	P.O.R. 8 Hr. Min. Plus Mob in and Mob out & Oiler (2 Man Crew)		
275 Ton Hydro Travel out of Fresno/Manteca	P.O.R. 8 Hr. Min. 223' Boom 39' to 121' Jib. Plus Mob in and Mob out (2 Man Crew) 4 GT's + Jib		
350 Ton Hydro Travel out of Manteca	P.O.R. 8 Hr. Min. 197' Boom 62' to 194' Jib. 69' to 209' Luff. Plus Mob in and Mob out & Oiler (2 Man Crew) 6 GT's + Jib		
One Man Crew:	\$50/ Hr. O.T. \$100/ Hr. D.T. (additional + Crane or Equipment)		
Two Man Crew:	\$100/ Hr. O.T. \$200/ Hr. D.T. (Additional + Crane or Equipment)		
Operator Only	\$135/ Hr. 8 Hr. /Min		Pickup Charge (Tow Charge) \$100/Day
Rigging Foreman	\$175/ Hr. 8 Hr. /Min, with a Truck		
Rigger	\$135/ Hr. 8 Hr. /Min, Certified Rigger \$150/ Hr. 8 Hr. /Min		
Mechanic with Truck	\$185/ Hr. 4, 6, 8 hour min + Parts and Consumables and mileage		
Mechanic Foreman in Shop	\$150/ Hr. 4, 6, 8, Hour min + Parts and Consumables		
Mechanic/Welder in shop	\$135/ Hr. 4, 6, 8 hour min + Parts and Consumables		
Signal Person w/ Radios	\$150/ Hr. 8 Hr. /Min		
Pilot Car 4,6,8 Hr./Min	\$135/ Hr. 8 Hr. /Min Pole Car \$125/ Hr. 8 Hr. /Min		
Subsistence	\$55/ Day over 50 Miles		
Required Over Night	Cost of Room/ Night plus Subsistence (+\$55 Per Person)		
Excess Crew Charges,	\$ 100/ Hr. per Man, for hours between 4, 6, & 8		
Other Equipment	Yard Setup, Load-up, Offload, Unload, A/C's, Equipment @ \$150/occurrences		
Light Plant	\$150/Day plus Delivery & Pickup		
Radios (pair)	\$30/Day		
Delivery and Pick up Charge on ALL FORKLIFT'S			
6K LB Forklift	\$135/ Hr. 4, 6, & 8 Hrs. (No-Bare Rental)		
10K LB Forklift	\$135/ Hr. 4, 6, & 8 Hrs.		
15K LB Machinery Mover (Overlay)	\$155/ Hr. 4, 6, & 8 Hrs. (No-Bare Rental)		
15K LB Forklift	\$140/ Hr. 4, 6, & 8 Hrs.		
24K LB Forklift	\$245/ Hr. 4, 6, & 8 Hrs.		
40K LB Forklift w/ 6' Forks	\$250/ Hr. 8 Hrs. 2MAN (No-Bare Rental)		
40K LB Machinery Mover w/ 9' Boom	\$250/ Hr. 8 Hrs. 2MAN (No-Bare Rental)		
Wheel Truck (Maint. truck with Welder & Comp)	\$145/ Hr. Min 4 Hrs.		
Step Deck Trailer	\$135/ Hr. Min 4 Hrs.		
Flat Bed Trailer	\$135/ Hr. Min 4 Hrs.		
Low Bed Trailer	\$135/ Hr. Min 4 Hrs.		
Roll Back 3 Axle	\$135/ Hr. Min 4 Hrs.		
Double Drop 5 Axle	\$135/ Hr. Min 8 Hrs.		
Double Drop Stretch 6 Axle	\$145/ Hr. Min 8 Hrs.		
Jack & Roll Equip.	S.P.O.R.		
Slide System w/ Hydraulics	\$4,000/Day plus a 4 Person Crew, Plus Rigging Box		
2 Men. Man-Basket,	\$250/ Day, \$750/Wk., \$2,250/Mth		
BARE RENTAL:	Yard Setup, Load-up, Offload, Unload @ \$150/occurrences		
"A" Frame w/ Pneumatic or Hard Rubber Tires	\$ 450/Day \$1,350/Wk. \$3,900/Mth	Delivery & Pickup	
9 Ton Carry Deck (Grove) 32'10" Boom and 12'-18' Jib Gas & Propane	\$650/Day \$1,850/Wk. \$5,500/Mth	Delivery & Pickup	
10 Ton Carry Deck (Grove) 44' Boom Gas & Propane	\$ 650/Day \$1,850/Wk. \$5,500/Mth	Delivery & Pickup	
15 Ton Carry Deck (Shuttle Lift) 54' Boom Gas & Propane	\$ 650/Day \$1,850/Wk. \$5,500/Mth	Delivery & Pickup	
20 Ton Carry Deck (Shuttle Lift) 67' Boom Electric	\$1,100/Day \$3,300/Wk. \$9,900/Mth	Delivery & Pickup	
25 Ton Carry Deck (Shuttle Lift) 71' Boom Diesel	\$ 900/Day \$2,700/Wk. \$8,000/Mth	Delivery & Pickup	
20 Ton Boom Truck	\$1,000/Day \$3,000/Wk. \$9,000/Mth	Delivery & Pickup	
28 Ton Boom Truck # 28541	\$ 800/Day \$2,500/Wk. \$7,650/Mth	Delivery & Pickup	
30 Ton Boom Truck # 30328 & 30611	\$900/Day \$2,700/Wk. \$8,000/Mth	Delivery & Pickup	
33 Ton Boom Truck	\$1,000/Day \$3,000/Wk. \$9,000/Mth	Delivery & Pickup	
40 Ton RT Grove RT540E on Low Bed (\$ Depending on Location)	N/A \$3,200/Wk. \$9,600/Mth	Delivery & Pickup	
80 Ton RT Grove RT880E @ Axle \$250/Hr. @ 8 Hr. Min Depending on location)	N/A \$4,850/Wk. \$14,600/Mth	Delivery & Pickup	
Boom Truck Delivery & Pickup	\$135/ Hr. \$185/ Hr. after Hours		
Forklift and Carry Deck Delivery & Pickup	\$135/ Hr. \$235/ Hr. after Hours	Fuel charge \$6.00 Per Gallon	
Storage Fees: 10 X 60 (size of Tractor/Trailer) = \$200 per month	Receive \$250 & Reload \$250	Plus Transport	
Crane Inspections are \$550/ Crane on a Normal Inspection	Fuel Surcharge 5% to 7%, Mountain ESC is 10% to 12%		
All jobs are priced per duration and subject to equipment availability.	Prices subject to change without notice.		Rev. (June 28, 2017)

140K Orion, Travels with 2 CWT's more-CWT requires a Support Lift Min 8 Hrs	Fork's @ 3'	-Size	Rate	Boom @ 0'	-Size	Rate	CWT
	61K	60K	\$420	90K	60K	\$400	2 (8 Hr. Min)
	72K	80K	\$470	36K	80K	\$450	3 (8 Hr. Min)
	82K	90K	\$470	41K	100K	\$450	4 a Support
	92K	100K	\$470	47K	110K	\$450	5 Lift for CWT
	102K	120K	\$470	52K	120K	\$450	6 (Assist-Lift)
	112K	130K	\$480	58K	130K	\$460	7 is at \$135/Hr.
	123K	140K	\$510	60K	140K	\$490	8

Hydro's \$/Hr	CWT	Lds
70 T 265	12K LB	Inc Jib,
75 T SH 275	14K LB	Inc Jib,
80 T 395 +GT	26K LB	1
90 T 405 +GT	36K LB	1
100 T 415 +GT	44K LB	1
De-Rated 350 Ton Travel out of Manteca		
120 T 490 +GT	17K LB	1
150 T 450	48K LB	2
175 T 470	79K LB	3
210 T 490	110K LB	3
240 T 510		
275 T 525	176K LB	5
300 T 540		
350 T 550	220K LB	6
w/Jib 595		7 add 1 Hr to Rig-in and Rig-out
w/Luffer 620		8 add 1 1/2 Hr + Support Crane to Rig-in & Rig-out

Hydro's \$/Hr	CWT	Lds
De-Rated 275 Ton Fresno Market		
120 Ton 410	46K LB	1
150 Ton 450	68K LB	2
175 Ton 470	90K LB	2
210 Ton 495	112K LB	3
240 Ton 510	156K LB	4
275 Ton 525	169K LB	4
w/Jib Insert to 121' Jib/Luff add 1 Hr to Rig-in and Rig-out		
Jib Inserts on the #3 trailer ADD ASSIST CRANE FOR INSERTS		

Travel Time	Hr/Ld In/Out	275T HTC 350T HTC Each Way \$/Ld	300 T CTC (Crane on the 9 Axle) Each Way \$/LD add 1 Hr/100' Boom
1	4	540	1080
1 1/2	5	675	1350
2	6	810	1620
2 1/2	7	945	1890 above are double HTC
3	8	1080	2025* below are std rate + 945
3 1/2	9	1265	2210
4	10	1635	2580
5	12	1920	2865
6	14	2390	3335
7	16	2860	3805
8	18	3330	4275

300 Ton w/ 110' Boom CWT 0+0= 120 Ton, A+0= 135 Ton, ABC+0= 155 Ton,
(338K LB @ 18' R) ABCDE+0= ~165 Ton, ABCDE+A= ~150 Ton, ABCDE+AB= ~145 Ton

300 Ton w/210' Boom CWT 0+0= NA, A+0= 65 Ton, ABC+0= 65 Ton,
(135K LB @ 32' R) ABCDE+0= ~65 Ton, ABCDE+A= ~65 Ton, ABCDE+AB= ~65 Ton

200 Ton w/ 140' Boom CWT 0+25= 100 Ton, 10+25= 120 Ton, 27+25= 150 Ton, 44+25= 180 Ton, 61+25= 200 Ton,
78+25= 210 Ton, 95+25= 220 Ton (Walking has two charts: on Rolling Outriggers, and on Rubber)

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

American Crane Rental, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

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)



Commission Staff Report

Date: June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: OST Trucks & Cranes, Inc. – Five Year Multi-Task General Services Agreement for trucking and crane services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Roseville <input type="checkbox"/>
		City of Santa Clara <input type="checkbox"/>
		Plumas-Sierra REC <input type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Approval of Resolution 18-45 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. for trucking and crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Trucking and crane related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000.00 to be used out of the NCPA approved budget. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with Maxim Crane, Titan Crane, and American Crane (pending), and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on June 6, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 11, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- General Services Agreement with OST Trucks and Cranes, Inc.

RESOLUTION 18-45

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH OST TRUCKS
AND CRANES, INC.**

(reference Staff Report 158:18)

WHEREAS, trucking and crane related services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, OST Trucks and Cranes, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. to provide such services as needed at all NCPA facility locations, Member, SCPPA, and SCPPA Member facilities, in an amount not to exceed \$500,000 over five years; and

WHEREAS, 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; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with OST Trucks and Cranes, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 for trucking and crane related services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
OST TRUCKS AND CRANES, 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 OST Trucks and Cranes, Inc., a corporation with its office located at 2951 N. Ventura Avenue, Ventura, CA 93001 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution 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.

4.6 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. 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

OST Trucks and Cranes, Inc.
Attention: Chris Lang
2951 N. Ventura Avenue
Ventura, CA 93001

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:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

OST TRUCKS AND CRANES, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

CHRIS LANG,
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

JANE LUCKHARDT,
NCPA General Counsel

EXHIBIT A
SCOPE OF WORK

OST Trucks and Cranes, Inc. ("Contractor") shall provide truck and crane services, including cranes, trucks, and operators, as requested by the Northern California Power Agency ("Agency") at Facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPA Members.

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

- Engineering and Project Management for crane rental projects
- Crane and Lift training
- Engineered crane lifts
- Crane rentals and crane rental services
- Rigging services
- Transportation services
- Heavy lifts/heavy transportation services
- On-site evaluations
- Operated and Maintained crane rental
- Base crane rental

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:

SCHEDULE A Amc TRANSPORTATION

TYPE OF EQUIPMENT	PER HOUR
Pickup Truck - Hot Shot	\$ 80.00
Flatbed Truck	\$ 83.00
Tractor & Highbed or Pole Dolly	\$ 95.00
Tractor w/ Stretch Semi Trailer	\$ 103.00
Hydrolift Truck 23 Ton	\$ 125.00
Tractor & Driver Only-Legal Loads- Shipper Owned	\$ 91.00
Tractor & Driver Only-Requiring Permit	\$ 95.00

HEAVY DUTY LOW BED SEMI UNITS	PER HOUR
0 to 25 Ton	\$ 103.00
25 to 30 Ton	\$ 105.00
30 to 35 Ton	\$ 111.00
35 to 40 Ton	\$ 117.00
40 to 50 Ton	\$ 142.00
50 to 60 Ton	\$ 150.00
60 to 70 Ton	\$ 160.00
70 to 80 Ton	\$ 180.00

Lowbed Rail Trailer

Call for rates

Over 80 Ton - Call for Price Quote
EXTRA CHARGE FOR PERMIT COST- SEE SPECIAL SERVICE RATES

EXTRA TRAILERS & SEMI TRAILERS	PER DAY
Semi Hi-Bed Trailer - Carrier Owned	\$ 60.00
Semi Lo-Bed Trailer - Carrier Owned	\$ 75.00

SPECIAL SERVICE & EQUIPMENT	PER HOUR
Helpers or Swampers	\$ 65.00
Working Foreman	\$ 90.00
Pilot Cars	\$ 70.00
Mechanic	\$ 92.00
All Loads Requiring Permit - Service Charge	\$ 65.00
Plus Insurance Charge and 3%	
Hazardous endorsement loads	\$ 5.00

All rates are portal to portal. All equipment and labor listed are based on a two hour minimum between the hours of 6:00 AM to 6:00 PM Monday through Friday. All other times will be a four hour minimum unless noted otherwise.
Subsistence will be charged at \$85.00 per night if applicable

OVERTIME	\$ 26.00
For work performed in excess of eight hours, before 6:00am. After 5:00pm or on Saturdays or Sundays - add to applicable rate	
DOUBLETIME	\$ 39.00

Shall be paid for all hours in excess of sixteen (16) consecutive hours in one (1) tour of duty.
HOLIDAY (8 hour minimum)
If holiday falls on Sunday, Monday shall be holiday or any day celebrated in lieu of holiday. (July 4, Memorial Day, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, Christmas, New Years Day)
Add per hour to above rates

	\$ 80.00
--	----------

SCHEDULE B - CRANE SERVICE

TYPE OF EQUIPMENT	PER HOUR
Conventional Cranes	
Truck Crane 45 Ton Capacity	\$ 285.00
Truck Crane 60 Ton Capacity	\$ 290.00
Truck Crane 100 Ton Capacity	\$ 312.00
Truck Crane 140 Ton Capacity	\$ 345.00

Hydraulic Cranes - One Man Crew	
Hydraulic Crane 15 Ton Capacity	\$ 175.00
Hydraulic Crane 25 Ton Capacity	\$ 180.00
Hydraulic Crane 35 Ton Capacity	\$ 190.00
Hydraulic Crane 40 Ton Capacity	\$ 195.00

Hydraulic Cranes - Two Man Crew	
Hydraulic Crane 50 Ton Capacity	\$ 300.00
Hydraulic Crane 60 Ton Capacity	\$ 305.00
Hydraulic Crane 70/75 Ton Capacity	\$ 310.00
Hydraulic Crane 90 Ton Capacity	\$ 330.00
Hydraulic Crane 120 Ton Capacity	\$ 350.00
Hydraulic Crane 150 Ton Capacity	\$ 390.00
Hydraulic Crane 175 Ton Capacity	\$ 425.00
Hydraulic Crane 210 Ton Capacity	\$ 455.00
Hydraulic Crane 250 Ton Capacity	\$ 475.00

ADDITIONAL SERVICES	
Truck required to transport extra boom sections and/or accessories - Per Hour	\$ 103.00
Pickup /Rigging truck to follow crane Per Day	\$ 95.00
Riggers / Ironworkers - per hour	\$ 100.00

ADDITIONAL BOOM CHARGE	
Length 80' - 100' inc. jib	\$ 6.00
Length 100' - 160' inc. jib	\$ 10.00
Length 160' - 220' inc. jib	\$ 12.00
Length 220' - 300' inc. jib	\$ 18.00
Length 300' - 320' inc. jib	\$ 25.00
Length 320' - 340' inc. jib	\$ 30.00
Length 340' - 360' inc. jib	\$ 35.00
Length 360' - 400' inc. jib	\$ 45.00

ACCESSORY EQUIPMENT	PER DAY
Dragline, Clam Bucket or Manbasket	\$ 200.00
Spreader Bars, Breaking Ball, Concrete Buckets	\$ 70.00

MINIMUM CHARGE FOR ALL SERVICE WILL BE FOUR (4) HOURS
All Rates are Portal to Portal

SCHEDULE B - CRANE SERVICE

Continued

From previous page

OVERTIME / DOUBLETIME / TRIPLETIME CHARGES

Overtime - For work performed in excess of **PER HOUR**
eight hours, before 6:00 am, after 5:00 pm or on
Saturdays - add to applicable rate

1 Man Crane _____ \$ 50.00
2 Man Crane _____ \$ 100.00

Doubletime - Sundays, Monday thru Saturday after
the 12th hour, or working with crafts receiving
~~doubletime~~ - add to applicable rates

1 Man Crane _____ \$ 75.00
2 Man Crane _____ \$ 150.00

Triplettime - All holidays to be an 8 hour minimum
- add to applicable rate

1 Man Crane _____ \$ 110.00
2 Man Crane _____ \$ 225.00

Holidays-New Year's Day, Memorial Day, July
4th, Labor Day, Veteran's Day, Thanksgiving Day,
Day after Thanksgiving, Christmas Day, The first
Saturday after the first Friday in June and
December or other special union requirements.

If any of the holidays fall on Sunday, the Monday
following shall be considered a holiday.

Standby Time for State, County, and City Permits
or other misc. requirements will be charged for at
regular crew time only - this rate is per hour

1 Man Crane _____ \$ 100.00
2 Man Crane _____ \$ 200.00

Subsistence - 45 to 77.5 miles per man per night \$ 90.00

Subsistence - 77.5 miles and over per man per
night _____ \$ 125.00

Certified Payroll - per job - per hour _____ \$ 5.00

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

OST Trucks and Cranes, 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)



Commission Staff Report

June 20, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: Baker Tilly Virchow Krause LLP – Two Year Multi-Task Professional Services Agreement for Annual Audit Services. Applicable to NCPA, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>[Signature]</i>	METHOD OF SELECTION:
	Treasurer-Controller	Competitive Pricing Process
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approval of Resolution 18-47 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause, LLP (Baker Tilly) for annual audit services, which shall not exceed \$500,000 over two years for use by NCPA, its Members, Southern California Public Power Authority (SCPPA), or by SCPPA Members. At the Agency’s option, the term of the Agreement may be extended for two additional three-year terms, which options may be exercised by the Agency by providing written notice to the Consultant no less than four (4) months in advance of expiration of the agreement.

BACKGROUND:

On May 25, 2017, the Commission authorized a three-year Multi-Task Consulting Services Agreement with Baker Tilly which included the Agency’s option to extend the agreement for two additional three-year terms for a maximum agreement period of nine years. Staff worked with Baker Tilly to revise certain contract agreement terms related to auditing standards set by the American Institute of Certified Public Accountants (AICPA). To facilitate adherence to the annual audit schedule, the General Manager approved a one-year agreement. Staff recommends executing a new agreement for the remaining two years with the option to extend for two additional three-year terms.

FISCAL IMPACT:

The total two-year cost of this agreement is \$500,000. The audit fee for fiscal years 2018 and 2019 are \$70,000 and \$72,100, respectively. The proposed agreement contains a contingency of \$357,900 for additional services such as the biennial Commercial Compliance Audit, OMB A-133 audit for Federal Grants received in excess of \$750,000, other miscellaneous services as needed, and for utilization by NCPA Members, SCPPA, and/or SCPPA Members. Upon extension of the agreement for the two subsequent three-year period, the audit fees would be subject to annual escalation based on the consumer Price Index for All Urban Consumers, U.S. City Average, with a cap of 5%.

This agreement was included in the current fiscal year budget, and funds are available in General Allocations-Related to All Programs portion of the Annual Budget and Ten-Year Forecast. Such General Costs are proportionally allocated to all programs (equalized for debt service, property taxes, and other costs that would otherwise unfairly skew the results of the allocation).

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.

COMMITTEE REVIEW:

The recommendation was reviewed by the Finance Committee on May 8, 2018 and was unanimously recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Multi-Task Professional Services Agreement between NCPA and Baker Tilly
Resolution No. 18-47

RESOLUTION 18-47

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH
BAKER TILLY VIRCHOW KRAUSE, LLP**

(reference Staff Report 161:18)

WHEREAS, the Northern California Power Agency requires an independent annual audit by a certified public accounting firm of national renown; and

WHEREAS, Baker Tilly Virchow Krause, LLP is a qualified certified public accounting firm and was awarded a one-year Multi-Task Professional Services Agreement in June 2017 that has expired; and

WHEREAS, NCPA seeks to enter into a Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause, LLP for audit services for fiscal years ended June 30 2018 and 2019 with the Agency's option to extend for two additional three-year terms for a maximum agreement period of eight years in an amount not to exceed \$500,000; and

WHEREAS, the Finance Committee recommended approval of the agreement; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause, LLP with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over a maximum period of eight years, for auditing services as needed by NCPA, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BAKER TILLY VIRCHOW KRAUSE, LLP**

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 Baker Tilly Virchow Krause, LLP, a limited liability partnership with its office located at 10 Terrace Court, Madison, WI 53718 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2018 ("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 two (2) years from the date this Agreement was signed by Agency, whichever is shorter. At the parties' option, the term of the Agreement may be extended for two additional three-year terms, which options may be exercised by the Agency providing written notice to the Consultant no less than four (4) months in advance of expiration of the agreement and Consultant subsequently providing written agreement to said extension.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** 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 calendar

days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** five hundred thousand dollars (\$500,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000) 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. 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. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

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

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

4.4.3 Intentionally omitted.

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/or 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.

- 4.5 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. 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.
- 4.6 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, hold harmless, and defend with counsel reasonably acceptable to the Agency, the Agency, and its officials, commissioners, officers, employees, agents and volunteers (each a "Covered Person") from and against all third-party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation reasonable costs and fees of litigation), judgments and causes of action, to the extent such claims arises directly out of negligent, willful misconduct or fraudulent actions or inactions by Consultant, its officers, officials, agents, and employees in connection with the services. In compliance with AICPA independence requirements, the Agency hereby releases Consultant, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify the Agency or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) relating to or arising as a result of the acts or omissions of the Agency or such Covered Person. Furthermore, because of the importance of the information that the Agency provides to Consultant with respect to Consultant's ability to perform the services, the Agency hereby releases Consultant and its present and former

partners, principals, agents and employees from any liability, damages, fees, expenses and costs including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by the Agency, its personnel or agents, that is not materially and/or substantively complete, accurate or current. Notwithstanding the above, this section shall not be construed to release Consultant from its obligation, consistent with the standard of performance in its profession, from identifying in a timely manner information and/or representations by management that is not materially and/or substantively complete, accurate or current.

In no event shall either party be liable for any lost business opportunity, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement.

Any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within forty-eight (48) months after the completed audit report is accepted by the Commission, without consideration as to the time of discovery of any claim.

Each Party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases for this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement. The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of the Agency, Consultant or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. The terms of this section shall also continue to apply after any termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. The documents prepared by Consultant for its internal use for performing the Services hereunder, including without limitation any drafts or works in progress, (collectively "Consultants Work Papers") are the property of Consultant and constitute confidential information. Consultant may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Notwithstanding anything to the contrary in Section 9.4 below, if Consultant is required by law, regulation, or professional standards to make Consultant's Work Papers available to third parties, Consultant shall give at least seven business days' prior written notice so as to enable Agency to determine whether it will seek a protective order or other response to such third party demand. All other reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents, excluding its Work Papers to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing or as otherwise set forth herein, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

9.3 Inspection and Audit of Records. As required by law, 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), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

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

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in 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, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested

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

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

10.7 Contract Administrator. This Agreement shall be administered by Monty Hanks, 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:

Russ Hissom
Partner
Baker Tilly Virchow Krause, LLP
10 Terrace Court
Madison, WI 53718

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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.

10.16 Consultant's Statement. Consultant's Statement as to its Services is attached hereto as Exhibit D, and incorporated herein.

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

NORTHERN CALIFORNIA POWER AGENCY

BAKER TILLY VIRCHOW KRAUSE, LLP

Date _____

Date June 13, 2018

RANDY S. HOWARD, General Manager



RUSS HISSOM, Partner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Baker Tilly Virchow Krause, LLP (referred to as “Consultant” or “Auditor”) shall provide annual audit of the financial statements, including associated reporting for the Agency, for fiscal years ended June 30, 2018, and 2019, as set forth below. In addition, Consultant shall provide additional services, as requested by the Agency.

Required Audit Products

For each fiscal year end, June 30, the Consultant shall provide the Agency with the following formal documents:

- Report on the Combined Financial Statements
- Negative assurance for Supplementary Combining Information
- Report on Internal Control/No Material Weaknesses/Management Letter
- Negative assurance for Certain Bond Indenture of Trust Provisions (No Default)
- Report on Compliance with the Agency's Investment Policy
- Report and discussion on audit with Finance Committee
- Consent to use audited financial statements in bond offerings and on the Agency's Website.

Consultant and NCPA will exercise their best efforts to complete the audit by October 10th of each year.

Each year following completion and delivery of all required reports hereunder, Consultant may elect to resign by providing written notice prior to January 31.

Audit Role of Agency

NCPA recognizes that assistance from its Treasurer-Controller staff during an audit conducted by an external auditor will reduce the cost of an audit. Agency staff will provide the normal Prepared by Client work papers in the same format provided to the current auditor in past years. NCPA Treasurer-Controller staff members write both the Management Discussion and Analysis (MD&A) and footnotes to the financial statements.

Bond Indenture Requirements

The Agency's Indentures of Trust require an independent annual audit and no default letter to be filed with the Trustee within 120 days after the close of the fiscal year. To meet this schedule and the schedule for the production of the Agency's Annual Report requires that the reports of independent auditors, which includes the audited combined financial statements, be issued by October 10th of each year.

Additional Services

Consulting or Other Work

Consultant will not perform any direct consulting or other work for the Agency unless the Agency separately requests it. However, Consultant may be retained by the Agency's underwriters, or other parties working on behalf of the Agency in regard to verification of bond defeasance escrows or similar work, which must be pre-approved by the Agency.

Federal Awards

From time to time the Agency receives Federal awards for various reasons. Under current Federal law, in any fiscal year those awards total \$750,000 or more, the Agency is required to obtain the following or similar reports from its Auditors in conjunction with the annual audit:

- Audit of Schedule of Expenditures of Federal Awards--OMB Circular A-133
- Completed U.S. Department of Commerce—Bureau of Census Form SF-SAC

While the Agency does not specifically anticipate Federal Awards of \$750,000 or more in any given year, IF REQUIRED, the additional audit fee for compliance with the aforementioned will be determined, if and when required, by mutual agreement.

Project Financing Activities

In addition to the auditors' consent to use audited financial statements for bond offerings, at the sole option of the Agency, the Agency may need review work in connection with bond offerings during the term of this Agreement. The cost of issuing a comfort letter in connection with a project financing may vary depending on the requirements associated with the financing. The cost of an individual comfort letter, if required, will be separately determined and agreed upon prior to the commencement of that work. Such comfort letters will be billed separately as part of the associated cost of financing and not as part of the audit.

Commercial Compliance Audit

It is the policy of NCPA to conduct its business in compliance with laws and regulations that govern NCPA's commercial interactions in energy markets, including applicable provisions of the Federal Power Act, the Commodity Exchange Act and the antitrust laws. To ensure this result, NCPA has adopted a compliance program that includes this Commercial Compliance Policy, a Compliance Officer, a Commercial Compliance Policy Training Manual, compliance training and certification, a document retention policy, and ongoing monitoring and auditing. On a biennial basis, the Agency will require a compliance audit to be billed separately and not as part of the audit.

Other

Consultant shall perform such other services as may be requested by the Agency in writing.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Fixed Price, Not-To-Exceed Amount for Annual Audit Services

Audit services for fiscal years ended June 30 of 2018 and 2019 will be based on a fixed not-to-exceed fee for the audit services. As such, any cost overruns incurred by the audit firm will be its sole responsibility. In addition, at the sole option of the Agency, the Agreement is subject to two additional three year renewals for which fees are subject to annual escalation based on the consumer Price Index for All Urban Consumers, U.S. City Average, with a cap of 5%.

Service	2018	2019
Annual financial audit	\$70,000	\$72,100

Agency will not be charged for first year audit start-up hours, which are estimated at 60 hours. Additionally, Consultant will provide up to 40 hours annually of accounting services to the Agency for research, business process evaluations and other financial services. Consultant will also provide eight hours annually of certified professional education at no charge to Agency on a variety of financial and operational topics.

Hourly Fees for Additional Services

For additional services requested by the Agency, Consultant's hourly fee schedule is as follows:

Hourly fee schedule	Quoted hourly rates
Partners	\$250
Managers	\$180
Senior accountants	\$155
Staff accountants	\$125

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Russ Hissom

(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

Baker Tilly Virchow Krause, LLP

(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 13th day of June, 20 18.

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

**EXHIBIT D
CONSULTANT'S STATEMENT**



Baker Tilly Virchow Krause, LLP
Ten Terrace Ct, PO Box 7398
Madison, WI 53707-7398
tel 608 249 6622
fax 608 249 8532
bakertilly.com

June 8, 2018

Northern California Power Agency

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as auditors for Northern California Power Agency.

This attachment to the MTCSA fulfills our requirements under Generally Accepted Auditing Standards to document our understanding of the audit engagement with our client – the Northern California Power Agency ("Agency", "you", "your").

Services and Related Report

We will audit the financial statements of the Northern California Power Agency as of and for the years ended June 30, 2018 and 2019 and the related notes to the financial statements. At the sole option of the Agency, it is subject to two renewals for a period of three years each for a maximum of nine fiscal years. Upon completion of our audit, we will provide the Northern California Power Agency with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of the Northern California Power Agency, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

Northern California Power Agency

June 8, 2018

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The audit will include obtaining an understanding of the Northern California Power Agency and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Northern California Power Agency

June 8, 2018

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Management's Responsibilities

The Northern California Power Agency management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Northern California Power Agency involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Northern California Power Agency received in communications from employees, former employees, analysts, grantors, regulators, or others.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Northern California Power Agency complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Northern California Power Agency; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Northern California Power Agency

June 8, 2018

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Other Documents

If you intend to reproduce or publish the financial statements in an annual report and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Northern California Power Agency must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Baker Tilly asserts that the draft workpaper documentation prepared by Baker Tilly for this engagement is the property of Baker Tilly and constitutes confidential information, not subject to any public records request. In the event a public records request is made to NCPA for documentation of this engagement, including the workpapers, NCPA will notify Baker Tilly of said request in writing. Baker Tilly may either produce, or refuse to produce, the requested documents. Should NCPA be sued for release of such documents, Baker Tilly will cooperate with NCPA in the defense of such lawsuit and, if the lawsuit is successful, reimburse NCPA for its attorneys' fees, costs incurred, and any award of attorneys' fees or costs against NCPA.

Baker Tilly may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that Baker Tilly receives such request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, Baker Tilly will promptly notify NCPA, unless otherwise prohibited. Baker Tilly shall inform NCPA in writing of such request with adequate time for NCPA to seek a protective order at NCPA's expense. In the event Baker Tilly is requested by NCPA or required by government regulation, subpoena or other legal process to produce Baker Tilly's engagement working papers or its personnel as witnesses with respect to services rendered to NCPA, as long as Baker Tilly is not a party to the proceeding in which the information is sought, Baker Tilly may seek reimbursement for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request. When such a request has been made of Baker Tilly, it will notify NCPA (if allowed) in advance of the preparation of such documents and provide NCPA with an estimate for the related services as known at that time. Baker Tilly will update the cost estimate of the services if the scope of the request is expanded beyond the original request. However, NCPA is not obligated by this agreement to pay such additional costs.

Timing

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Northern California Power Agency' personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters.

Northern California Power Agency

June 8, 2018

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Temporary contract staff/use of third parties

All services provided under this engagement will be provided by Baker Tilly employees. Baker Tilly will not utilize temporary contract staff or third parties in providing these services.

Additional services

Any additional services provided to Northern California Power Agency by Baker Tilly will be outlined in a separate engagement letter.

Other Matters

Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo are used under license from Baker Tilly International Limited.

We appreciate the opportunity to be of service to you.

BAKER TILLY VIRCHOW KRAUSE, LLP

Baker Tilly Virchow Krause, LLP



Commission Staff Report

June 22, 2018

COMMISSION MEETING DATE: June 28, 2018

SUBJECT: Delegate Authority to the General Manager to enter into agreements and issue purchase orders necessary for turbine maintenance of Alameda CT Unit 1; Applicable to the following projects: NCPA CT1 Facility.

AGENDA CATEGORY: Discussion/Action

FROM:	Ken Speer <i>KS</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	
Department:	Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
City of Biggs <input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Approve Resolution 18-48 authorizing the General Manager to enter into agreements and issue purchase orders necessary to restore Alameda CT Unit 1 to service, for a total cost not to exceed \$2,000,000, and to increase the CT1 FY19 budget.

BACKGROUND:

Alameda Unit 1 was commissioned and began commercial operation 1985. Most recently, the unit received a Major Service in 2015. This service involved removing the rotor and performing a complete NDE (non-destructive examination) on the unit. There were minor findings which were corrected with replacement components. In November of 2017, pieces of metal were found coming out of the exhaust. This was determined to be flex seal material and the rotor was removed again in Jan 2018. The rotor and components were in serviceable condition and minor nicks were blended out. The unit was returned to normal operation and ran successfully for 66 starts. During the run on June 19, the unit started normally but only reached 18 MW, 6 MW short of its rating. The operator was assessing the condition of the machine to make a determination of what action to take when the unit tripped. A team was sent to the site to inspect the unit and upon looking at the unit from the inlet, was able to see damage on the compressor blades. In order for the unit to be returned to service, it will need to be disassembled and the rotor will need to be sent offsite for reassembly of the compressor section with new parts.

FISCAL IMPACT:

In 2015, major service of the unit at that time cost approximately \$900,000. It did not require the unit to be shipped offsite and needed very few new parts. While early in the procurement process, staff is estimating that this service will cost approximately \$2,000,000. Staff will be working with insurance to determine if this incident is a valid property damage claim. If so, financial liability may be limited to the insurance deductible of \$500,000. The funds for this service have not been budgeted and an augmentation will be required to perform the work.

SELECTION PROCESS:

All of the work associated with this maintenance has been put out for bid to qualified contractors and will be awarded in accordance with NCPA procurement policies and procedures.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County.

COMMITTEE REVIEW:

This is emerging work and has not been presented to the Facilities Committee; it will be reviewed with that committee on July 5. Prior to initiating any work, staff will seek concurrence with the Facilities Committee.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 18-48

RESOLUTION 18-48

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
DELEGATING TO THE GENERAL MANAGER AUTHORITY TO ENTER INTO AGREEMENTS AND
TO ISSUE PURCHASE ORDERS NECESSARY FOR TURBINE MAINTENANCE OF ALAMEDA CT
UNIT 1 FOR A TOTAL COST NOT TO EXCEED \$2,000,000 AND INCREASE THE CT1 FY19
BUDGET

(reference Staff Report #164:18)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains CT1 Alameda facility on behalf of the project participants in the Combustion Turbine projects; and

WHEREAS, CT1 Alameda Unit 1, during in normal start up reaching 18 MW, 6 MW short of its rating, experienced a trip during an assessment of the machine; and

WHEREAS, a full borescope was ordered to more thoroughly inspect the machine. Significant damage was found in the compressor section, while minor debris and impacts were observed in the combustion and turbine section; and

WHEREAS, these activities are categorically exempt under Class 1 from the provisions of the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines for routine operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses at NCPA power plants. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, by Resolution 13-97 (SR 215:13 for reference) for this class of work and was filed in Alameda County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager to enter into General Services Agreements and issue purchase orders necessary to restore Alameda CT Unit 1 to service, for a total cost not to exceed \$2,000,000, and to increase the CT1 FY19 budget.

PASSED, ADOPTED and APPROVED this ____ day of _____ 2018, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

**RESOLUTION NO. 18-42
RESOLUTION OF THE COMMISSION OF THE
NORTHERN CALIFORNIA POWER AGENCY**

COMMENDING

DAVID “Dave” DOCKHAM

WHEREAS, David “Dave” Dockham has provided 17 years of exemplary service to the Northern California Power Agency (“Agency”); and

WHEREAS, Dave joined the Agency as the Industry Restructuring and Interconnection Affairs Coordinator on March 12, 2001, and on October 29, 2006 assumed the position of Assistant General Manager for the Power Management Business Unit; and

WHEREAS, Dave directed the restructuring of many of the Agency foundational agreements including the Legislative and Regulatory Affairs Program Agreement, the Amended and Restated Facilities Agreement, the Power Management and Administrative Services Agreement, the Amended and Restated Market Purchase Program, the Second Amended and Restated Pooling Agreement, the Amended and Restated Scheduling Coordination Program Agreement and the Natural Gas Program Agreement; and

WHEREAS, the Agency loaned Dave to the City of Lodi where he assumed the position of Utility Director to address their rate structure and put the utility back on sound financial footing; and

WHEREAS, Dave led the longest lasting Agency cost allocation study in the Agency’s history; and

WHEREAS, Dave led the effort to provide fee based power management services for nonmembers including Placer County Water Agency, Merced Irrigation District, Pioneer Community Energy, East Bay Community Energy and San Jose Community Energy; and

WHEREAS, Dave built a wildly successful coalition of state and local entities to challenge Pacific Gas and Electric Company’s transmission rate cases and charges including spearheading a complaint that is leading to a reduced transmission access charges and a transparent distribution cost process; and

WHEREAS, members of Agency staff, passengers and driver of the vehicle, will never forget Dave’s amnesia regarding California’s seatbelt law even while being reprimand by the California Highway Patrol driving alongside the vehicle for at least a mile on a trip back from a member visit to Lompoc; and

WHEREAS, Dave played a key role in the “Alta Rock Fish Taco Wager” to buy fish tacos for Jane Cirrincione and Ken Speer if the Alta Rock Project was approved by the Commission, or if not approved, Jane and Ken were to buy fish tacos for Dave; and

WHEREAS, wherever the retirement road may take Dave, whether by electric bike, paddleboard or noon basketball, we hope it leads now and again to the Agency to laugh with his friends over fish tacos; and

NOW, THEREFORE BE IT RESOLVED by the Commission of the Northern California Power Agency, that this Agency, its members, and its employees heartily commend and thank Dave Dockham for his 17 years dedicated service to this Agency.

PASSED AND ADOPTED BY ACCLAMATION, on this 28th day of June 2018.

BOB LINGL
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



RESOLUTION NO. 18-46
RESOLUTION OF THE COMMISSION OF THE
NORTHERN CALIFORNIA POWER AGENCY

COMMENDING

MADELINE DEATON

WHEREAS, Commissioner Madeline Deaton has diligently served the City of Alameda, Alameda Municipal Power (AMP) as a member of the Public Utilities Board since 2010; and

WHEREAS, Commissioner Deaton has actively and unselfishly served AMP on the Commission of the Northern California Power Agency since 2015; and

WHEREAS, Commissioner Deaton served as Chair of the Finance Committee from August 2016 to August 2017 and was a key contributor recommending approval of the 2016 Geothermal bond refunding which saved the project participants over \$1 million in debt service savings. In addition, she was instrumental recommending a 15-year amortization payback of the Agency's unfunded PERS liability; and

WHEREAS, she was appointed as AMP's Representative on the Northern California Power Agency's Legislative & Regulatory Affairs Committee; and

WHEREAS, Commissioner Deaton was an active and passionate advocate for the Northern California Power Agency policy issues both in Sacramento and in Washington, D.C; and

WHEREAS, Commissioner Deaton played an important role in the approval of the Northern California Power Agency's 16th Member the City of Shasta Lake, and providing Power Management Services to Community Choice Aggregations and others; and

WHEREAS, her knowledge, expertise, and abilities were of great assistance to the functioning and policy direction of the Commission; and

WHEREAS, Commissioner Deaton has won an everlasting place in the hearts of our Agency, members and staff; and

NOW, THEREFORE BE IT RESOLVED by the Commission of the Northern California Power Agency, that this Agency, its members, and its employees heartily commend and thank Commissioner Madeline Deaton for her attentive and dedication of service to this Agency.

PASSED AND ADOPTED BY ACCLAMATION on this 28th day of June 2018.

 BOB LINGL
 CHAIR

 ATTEST: CARY A. PADGETT
 ASSISTANT SECRETARY

