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LEC PPC Agenda

Date: March 9, 2016
Subject: March 14, 2016 Lodi Energy Center Project Participant Committee Meeting
Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Location
Time: 10:00 a.m.

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

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NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA	POWER & WATER RESOURCES POOLING AUTHORITY 915 L Street, Suite 1480 Sacramento, CA 95814
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	Silicon Valley Power Santa Clara 1500 Warburton Avenue, Santa Clara, CA 95050	City of Ukiah 300 Seminary Avenue Ukiah, CA 95482

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

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

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

2. Meeting Minutes - Approval of February 8, 2016 special and regular meeting minutes

MONTHLY REPORTS

3. Operational Report for February 2016 - (*Jeremy Lawson*)

4. Market Data Report for February 2016 – Verbal Report (*Bob Caracristi*)

5. Monthly Asset Report for January 2016 – (*Michael DeBortoli*)

6. Bidding Strategies Report - Verbal Report and update regarding bidding strategies and regulation down revenues (*Ken Goeke*)

CONSENT CALENDAR

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

7. Treasurer's Report for February 2016 - Accept by all Participants

8. Financial Report for February 2016 - Approve by all Participants

9. GHG Reports (excerpted from monthly ARB) - Accept by all Participants

10. Maxim Crane Works, LP Agreement – Staff seeking approval of a five year Multi-Task General Services Agreement with Maxim Crane Works, LP in an amount not to exceed \$500,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for crane services as needed at all facilities owned and/or operated by NCPA, its members, Southern California Public Power Authority (SCPPA), or by SCPPA members.

- 11. Utility System Efficiencies, Inc. Agreement** – Staff seeking approval of a five year Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc. in an amount not to exceed \$300,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for consulting services related to WECC and NERC reliability criteria as needed at all facilities owned and/or operated by NCPA, its members, SCPPA, or by SCPPA members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 12. Standard Large Generator Interconnection Agreement Upgrade Project with CAISO** - Staff to provide update regarding the project's status and seek direction for disbursement and/or application of moneys collected which are in excess of the revised project cost (*Michael DeBortoli*)

INFORMATIONAL/ DISCUSSION ITEMS

- 13. Outage Report for February 2016** (*Mike DeBortoli*)

- 14. FY 2016-17 Formal Budget Presentation** – Staff to present proposed budget for review (*Mike DeBortoli*)

- 15. Other New Business**

ADJOURNMENT

Next Regular Meeting: April 11, 2016

Lodi Energy Center
Project Participant Committee Special and Regular Meetings
February 8, 2016 - MEETING MINUTES
Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
10:00 A.M.

1. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:00 a.m. by Vice Chair Martin Caballero. He asked that roll be called for the Special meeting and Regular meeting of the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Lehr	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Forsythe	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Present	1.6428%
Lodi - Cadek	Present	9.5000%
Lompoc - Stassi	Present	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - McLaughlin	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	9	88.8643%
Absent	4	11.1357%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	February 8, 2016 - Special & Regular Meetings	

Public Forum

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

The Special meeting was convened at 10:08 a.m.

2. Gas Turbine Issue at LEC Necessitating Outage and Work to Restore Services and Operations.

Mike DeBortoli presented this item utilizing a PowerPoint presentation which included diagrams of the turbine to demonstrate the issue of failure of the belly band. He discussed the technical aspects of this failure and explained the high risk of continuing to run the plant. Since LEC is bid into the market through Friday, February 12, staff believes it can continue to run through Friday to meet those obligations but the plan is to shut the plant down at midnight on Friday night. Mike said the failed belly band is not a covered part and is not one which routinely fails. Mike has discussed the repair issues with Siemens and mobilization is tentatively slated to occur starting Saturday. Mike explained that the belly band problem is located in the same area of the turbine where the Hot Gas Path (HGP) maintenance is scheduled to occur in May. For this reason, staff has evaluated and presented two options for this work; (1) what Mike termed as a "quick fix" to correct the immediate belly band problem which will require an estimated six day outage and then continue with the May outage as planned; or (2) accelerate much of the HGP work and perform that now while doing the belly band repair and then take an abbreviated outage for a period of two weeks instead of four weeks in May.

The information initially contained in the staff report was updated and staff's recommendation changed prior to the meeting. Mike discussed the economics of both options as displayed in his Cost Evaluation slide during the meeting. The estimated additional funding required for option 1 to do the quick fix now and the HGP in May is \$1,513,288; the estimated additional funding for option 2 to do much of the HGP work during the February forced outage while doing the belly band repair is \$1,093,980. The main component for the difference in cost is the fact that with option 2 the cover needs only to be lifted once. While the RA penalty cost is higher in option 2, the overall work costs and total costs are lower with option 2. Staff recommended proceeding with option 2.

Chair Caballero said it appears option 2 provides a better cost alternative, but those participants affected by the RA penalty may have other thoughts. Further discussion was had regarding the RA penalty for those with RA commitments including CDWR with 93% of the penalty amount and PRPWA with the balance. The RA penalty estimated for option 1 is \$228,000 while the estimated amount for option 2 is \$399,000. It was also mentioned there is the risk that there may be no choice but to proceed with option 2 depending on what is found when the unit is opened-up. The LEC PPC considered the following motion:

Date: 2/8/2016

Motion: The LEC PPC approves proceeding with Option 2 discussed to do the Hot Gas Path outage, previously scheduled for May 2016, during the February forced outage, replace the failed belly band, and also replace the two non-failed belly bands at a cost of not to exceed \$1,100,000 for this work; authorize NPCA to enter into contracts and issue purchase orders necessary to complete this work utilizing Operating Reserves to fund these activities; and as a result, perform an abbreviated two week outage in May, 2016.

Moved by: CDWR

Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Yes	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	9	88.8643%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	11.1357%
Result:	Motion passed.	

The special meeting concluded at 10:35 a.m. and the regular meeting was reconvened.

2. Meeting Minutes

The draft minutes of the regular meeting held on January 11, 2016, were considered. The LEC PPC considered the following motion:

Date: 2/8/2016

Motion: The PPC approves the minutes of the January 11, 2016, regular meeting with the edit made on item 14, PMOA Schedule 6.00 Contact List, to correct the title for James McFall, Interim AGM Electric Resources.

Moved by: Lodi

Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Yes	1.6428%

Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Abstain	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	86.1964%
Total Noes	0	0.0000%
Total Abstain	1	2.6679%
Total Absent	4	11.1357%
Result:	Motion passed.	

MONTHLY REPORTS

3. Operational Reports for January 2016

Jeremy Lawson presented the Operational Report for January. There were no OSHA recordable accidents, no permit violations and no NERC/WECC violations. The report reflected monthly production of 97,231 MWH, 391 service hours, and equivalent operating availability of 93.54%. The report set forth the Capacity Factor @ 280MW Pmax of 46.67% and @ 302MW Pmax of 43.27%. He noted a HRSG transition duct failure on January 9-10, similar to the forced outage in November, where the internal duct work of the HRSG failed and exposed hot combustion turbine exhaust gas to the exterior shell of the HRSG. The plant was shut down, allowed to cool, and weld repairs and patches were performed. During the month the unit had six hot starts, one warm start, and one cold start. Aside from the HRSG issue, the unit performed well.

4. Market Data Report for January 2016

Bob Caracristi discussed the operating and financial settlement results for the month which dovetailed with the operational report.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report/budget review for December. He said revenues were more favorable in December. As of December, the asset report shows costs to be above budget by 2.2%, down from 5.8% in November.

6. Bidding Strategies Report

Weston Groves presented the monthly report for Ken Goeke about the bidding strategies utilized in January, regulation revenues, and a costs comparison. He said again this month no special strategies were used. He discussed the favorable day-ahead modeled market numbers and said February is also looking positive.

Consent Calendar (Items 7 – 9)

The consent calendar was considered. Vice Chair Caballero asked if any Participant wished to have any item removed for separate discussion. Hearing none, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

Date: 2/8/2016

Motion: The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for January 2016; 8. Financial Reports for January 2016; and 9. GHG Reports excerpted from monthly ARB.

Moved by: Lodi

Seconded by: CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Yes	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Abstain	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	86.1964%
Total Noes	0	0.0000%
Total Abstain	1	2.6679%
Total Absent	4	11.1357%
Result:	Motion passed.	

BUSINESS ACTION ITEMS

10. Hot Gas Path Outage Project May 2016.

Mike DeBortoli displayed a PowerPoint presentation which outlined the work to be done during the Hot Gas Path outage and discussed what the work will involve. In light of the approval during the special meeting, the bulk of the HGP work will be done during the February forced outage, with the balance to be done during a shorter planned outage in May.

INFORMATIONAL ITEMS

11. Standard Large Generator Intrconnection Agreement Upgrade Project with CAISO

Mike DeBortoli updated the committee regarding status of the moneys to be refunded to the Participants since the project scope and cost has been reduced. One additional signature is needed from PG&E for return of the deposit from escrow. Once that deposit refund is received, it together with the remainder of the excess moneys will be available for return or application as directed by the Participants. Staff is hopeful this will occur next month.

12. FY 2016-17 Power Supply Budget Assumptions and Preliminary Results

Jan Bonatto presented a PowerPoint entitled LEC Forecast & Analysis: PPC NCPA Power Supply Budget which provided a comparison of generation yields for FY 2016 and FY 2017; review of power, gas, and environmental prices; GHG forecasts; other factors including comparison of VOM, outage schedules and other factors that influence generation; estimated costs and revenues summary, and conclusions drawn. Martin Caballero mentioned that the CEC released its forecast for GHG allowances for 2020. Jan said she had not seen that document but will take a look and compare. Martin also inquired whether the losses suffered as a result of buy-back are included in the ancillary services forecast. Jan said that information is not included, but that Gillian Biedler and Mike Whitney are working on that issue.

13. FY 2016-17 Initial Budget Presentation

Mike DeBortoli presented the initial look at the draft budget for FY 2017. His high level overview noted a 7.2% increase in variable O&M, the bulk of which is attributable to increased operations. He also highlighted a 8.8% increase in labor, 3.1% due to payroll and 5.7% of which is driven by retirement and medical benefits, and as a result of changed actuarial assumptions. Mike walked through the details for each of the proposed projects for FY17 and the economics of each. Donna requested that she be advised of any projects which the committee knows it does not want to peruse so those items can be removed from the budget as it works forward. Specific discussion was had about the ammonia risk reduction project and options available. Mike previewed the spring outage maintenance reserve, total routine and project forecasts, the 2017 maintenance reserve, and the expected impact on the VOM at \$3.29, up from \$3.23 in FY16. Questions were posed about whether contingencies are included in the budget for forced outages and discussion was had about how the O&M reserves are calculated. Work continues on development of the FY17 budget and a formal budget presentation will be made at next month's meeting.

14. Other New Business.

There was no new business. Martin Caballero said that the one-time bill credit to be refunded by PG&E in compliance with Decision 15-04-024 may be coming as soon as June.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, March 14, 2016. The meeting was adjourned at 12:03 p.m.

Submitted by: Linda Stone



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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 3/14/2016
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

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

Outage Summaries:

- **LEC Belly Band Repair and HGP (2/6/16 – 3/1/16)** – LEC was taken offline to repair the turbine belly band failure and prevent catastrophic damage. During this time, the Hot Gas Path (HGP) was also performed.

Planned Outage Summaries:

- 2016, May 1 – May 15: Combustion Turbine Exhaust Flow Shield, Misc.

Generating Unit Statistics:

LEC

Report**Date:**

Start Date 2/1/2016

End Date 3/1/2016

1. Monthly Production 27,160 MWH
2. Productivity Factor
 - a. Service Hours 108 Hours
 - b. Service Factor 15.46 %
 - c. Capacity Factor @ 280MW Pmax 13.94 %
 - d. Capacity Factor @ 302MW Pmax 12.92 %
3. Equivalent Operating Availability (EOA) 17.24 %
4. Forced Outage Rate (FOR)
 - a. Combustion Turbine Generator 84.26 %
 - b. Steam Turbine Generator 84.26 %
5. Heat Rate Deviation (HRD)
 - a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range		Average HR BTU/kW-Hr	PMOA HR BTU/kW-Hr	Deviation %	Production MWH	Cost \$
Seg. 1	296 - 302	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	7,003	6870	1.94%	7,964	\$4,250
Seg. 3	275 - 284	7,027	6971	0.80%	2,476	\$552
Seg. 4	250 - 275	7,049	7081	-0.46%	10,715	-\$1,385
Seg. 5	225 - 250	7,102	7130	-0.39%	2,266	-\$253
Seg. 6	200 - 225	7,225	7315	-1.23%	1,612	-\$579
Seg. 7	175 - 225	7,409	7711	-3.91%	981	-\$1,184
Seg. 8	165 - 175	7,744	7856	-1.43%	784	-\$351
					26,798	\$1,048

6. AGC Control Deviation

MW Range		High Dev MWH	Low Dev MWH	Absolute Dev MWH	Cost \$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	14	-20	35	\$975
Seg. 3	275 - 284	6	-15	22	\$616
Seg. 4	250 - 275	45	-16	61	\$1,708
Seg. 5	225 - 250	13	-14	27	\$777
Seg. 6	200 - 225	9	-9	18	\$512
Seg. 7	175 - 225	5	-8	13	\$383
Seg. 8	165 - 175	2	-3	5	\$161
		96	-85	181	\$5,133

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	1
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	0.0	160.0	181.0
Start Time Deviation (%)	-100.0%	0.0%	-23.0%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,967	5,200	3,581
Fuel Deviation	0.0%	0.0%	-34.0%
Costs of Fuel Deviations (\$)	\$0	\$0	-\$7,394

Definitions:

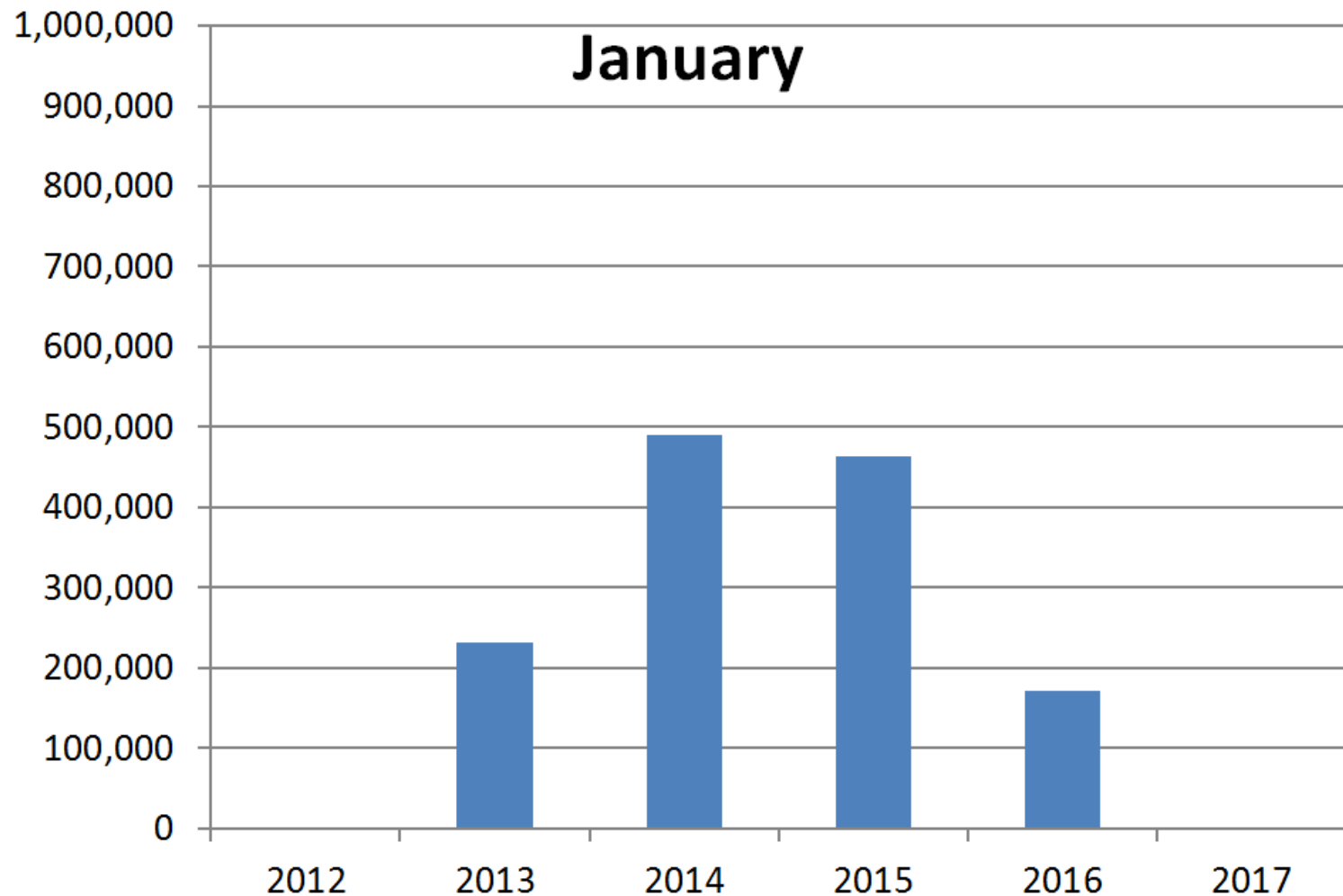
1. Monthly Production = Plant Net MWH's
2. Capacity Factor
 - a. Service Hours = In Production or in Service State
 - b. Service Factor = $SH / PH \times 100\%$
 - c. Capacity Factor = $Production / 302MW \times PH$
 - d. Capacity Factor = $Production / 280MW \times PH$
3. Monthly Equivalent Availability Factor (EAF) = $(AH - EPDH - EFDH) / PH \times 100\%$
4. Forced Outage Rate = $(FOH / (FOH + SH)) \times 100\%$
5. Heat Rate Deviation (HRD)
 - a. Fuel Cost = Cost of Fuel in \$/mmBTU
 - b. Average Heat Rate = The Average Heat Rate for the given Range
 - c. Heat Rate Deviation = $(Heat\ Rate\ Average - Heat\ Rate\ Expected) / Heat\ Rate\ Expected \times 100\%$
 - d. Production = The Sum of Production for the given Range
 - e. Costs of Heat Rate Deviations = $(Average\ Heat\ Rate - Expected\ Heat\ Rate) \times Production \times Cost\ of\ Fuel$
6. AGC Deviation-
 - a. MWH's = AGC Set Point Generation - LEC Actual Generation
 - b. Cost of Deviations = Fuel Cost x Heat Rate x Generation
7. Starting Reliability
 - a. Number of Starts = Start Count for Hot, Warm, and Cold
 - b. Start Time = Average Time from 0 Fuel Flow to Pmin
 - c. Start Fuel = Average Fuel Consumption to Pmin
 - d. Cost of Fuel Deviation = $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$



January Asset Report

	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	6,876,895	3,776,161	7,191,717	3,100,734	82%	Revenue softer than VOM/Fuel
VOM	6,838,667	4,136,319	6,577,480	2,702,349	65%	
Fixed	660,648	798,354	1,014,801	(137,706)	-17%	HRSG Liner
Projects	150,000	150,000	239,799	0	0%	
A&G	249,493	148,000	191,174	101,493	69%	
Debt	2,203,974	2,203,414	2,203,414	560	0.03%	
Net Cost	(3,225,887)	(3,659,926)	(3,034,952)	434,039	-12%	
Net Annual Cost		(38,518,062)	(37,696,301)	(\$821,761)		
				Above budget by 2.18%		

Historical Margins



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 03/04/2016

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2016 Budget	Percent Used	Comments
VOM	3,176,314	4,311,594	4,043,608	5,613,067	2,164,031	3,506,834	6,838,667	712,543	2,823,824	3,269,626	1,575,125	1,942,693	39,977,925	62,690,607	63.8%	
Capacity Factor	49%	66%	65%	80%	37%	65%	94%	15%	49%	40%	26%	26%	51%	58%	88.1%	
Fuel Consumed (mmBTU, estimated)	747,890	978,039	935,044	1,181,040	545,582	948,622	1,375,224	196,414	718,607	576,465	390,891	379,046	8,972,864	10,997,634	81.6%	
Avg Fuel Cost (\$/mmBTU)	3.51	3.47	3.40	3.17	3.02	2.89	3.54	2.67	3.00	3.10	3.10	3.10	3.24	4.53	71.4%	
Power Produced (MWHr, estimated)	103,885	137,264	131,608	165,738	75,231	131,781	196,018	28,408	101,212	81,192	55,055	53,387	1,260,779	1,605,494	78.5%	More Power, Less Revenue. Soft market
Avg Power Price (\$/MWHr)	37.27	34.97	35.72	34.27	32.46	31.99	35.08	27.97	30.00	30.00	30.00	30.00	33.40	40.64	82.2%	
Operations / Variable / LTSA	1,784	195,973	174,895	991,960	106,254	62,344	941,730	32,953	117,406	1,040,898	63,864	477,227	4,207,288	4,844,522	86.8%	
Fuel (estimated)	2,623,866	3,394,919	3,177,971	3,742,910	1,649,422	2,738,963	4,863,110	525,050	2,155,822	1,787,043	1,211,762	1,175,042	29,045,879	49,851,535	58.3%	
AB32 GHG Offset (estimated)	505,745	662,253	634,083	807,297	374,366	648,652	950,428	142,040	506,062	405,962	275,275	266,934	6,179,097	7,337,261	84.2%	
CA ISO Charges (estimated)	44,919	58,449	56,660	70,899	33,989	56,875	83,399	12,500	44,533	35,725	24,224	23,490	545,661	657,289	83.0%	
Routine O&M (Fixed)	622,385	812,271	831,659	825,894	669,583	1,421,200	753,123	984,581	763,587	763,587	1,203,496	731,921	10,383,287	10,217,618	101.6%	
Maintenance / Fixed	36,849	201,799	232,387	306,008	91,062	272,935	185,786	250,000	139,091	139,091	474,000	139,091	2,468,100	1,780,003	138.7%	HRSg Liner
Administration	87,552	101,780	113,365	100,539	94,899	100,791	100,000	100,000	100,000	100,000	100,000	100,000	1,198,926	1,316,163	91.1%	
Mandatory Costs	26,519	69,918	5,785	906	10,272	5,291	5,847	13,856	13,856	13,856	13,856	13,856	193,820	235,000	82.5%	
Inventory Stock	0	0	53,287	10,320	25,021	0	22,859	65,000	65,000	65,000	60,000	33,334	399,821	400,000	100.0%	
Labor	365,086	316,135	321,097	299,585	330,095	330,095	330,095	450,085	340,000	340,000	450,000	340,000	4,212,273	4,381,034	96.1%	
Insurance	0	0	0	0	13,855	606,709	0	0	0	0	0	0	620,564	820,000	75.7%	
Power Management & Settlements	102,379	102,379	102,379	102,379	102,379	102,379	102,379	102,378	102,378	102,378	102,378	102,378	1,228,543	1,228,543	100.0%	
Other Costs	4,000	20,260	3,359	6,157	2,000	3,000	6,157	3,262	3,262	3,262	3,262	3,262	61,241	56,875	107.7%	
Projects	150,000	210,039	167,177	220,190	159,020	177,883	150,000	150,000	420,740	245,000	370,000	150,000	2,570,049	2,954,589	87.0%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	51,810	9,402	45,728	1,621	23,728	0	0	120,740	95,000	0	0	348,029	371,740	93.6%	
Capital Projects	0	8,229	7,775	24,462	7,399	4,155	0	0	150,000	0	220,000	0	422,020	782,849	53.9%	
A&G	116,700	172,728	126,784	146,530	174,752	138,216	249,493	148,000	148,000	148,000	148,000	640,000	2,357,203	2,294,095	102.8%	
Administrative & General (Allocated)	102,664	156,924	111,298	125,547	153,586	120,305	234,012	130,000	130,000	130,000	130,000	450,000	1,974,336	1,905,505	103.6%	
Generation Services Shared	14,036	15,804	15,486	20,983	21,166	17,911	15,481	18,000	18,000	18,000	18,000	190,000	382,867	388,590	98.5%	
Total O&M Cost	4,065,399	5,506,632	5,169,228	6,805,681	3,167,386	5,244,133	7,991,283	1,995,124	4,156,151	4,426,213	3,296,621	3,464,614	55,288,464	78,156,909	70.7%	
Debt Service	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,974	2,203,414	2,203,414	2,203,414	2,203,414	2,203,414	26,444,888	26,441,024	100.0%	
Revenues	3,887,446	4,833,235	4,700,555	5,680,284	2,574,272	4,347,655	7,009,412	926,967	3,168,888	2,568,287	1,784,170	1,734,120	43,215,290	66,901,632	64.6%	
ISO Energy Sales (estimated)	3,871,286	4,799,627	4,700,385	5,680,284	2,441,755	4,215,137	6,876,895	794,450	3,036,370	2,435,769	1,651,652	1,601,602	42,105,211	65,240,921	64.5%	
Other Income	16,160	33,608	170	0	132,517	132,518	132,517	132,517	132,518	132,518	132,518	132,518	1,110,079	1,660,711		
Net	(\$2,381,927)	(\$2,877,371)	(\$2,672,647)	(\$3,329,371)	(\$2,797,088)	(\$3,100,452)	(\$3,185,845)	(\$3,271,571)	(\$3,190,677)	(\$4,061,340)	(\$3,715,865)	(\$3,933,908)	(\$38,518,062)	(\$37,696,301)	Above budget by 2.18%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: March 14, 2016
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended February 29, 2016

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

Cash - At month end cash totaled \$1,393,429.

Investments - The carrying value of the LEC's investment portfolio totaled \$34,758,996 at month end. The current market value of the portfolio totaled \$34,781,491.

The overall portfolio had a combined weighted average interest rate of 0.943% with a bond equivalent yield (yield to maturity) of 0.902%. Investments with a maturity greater than one year totaled \$17,390,000. During the month \$2 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 1 basis point (from 0.32% to 0.33%) and rates on one year T-Bills increased 9 basis points (from 0.47% to 0.56%).

To the best of my knowledge and belief, all securities held by LEC as of February 29, 2016 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

FEBRUARY 29, 2016

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
February 29, 2016

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	11,481,515	11,481,515	31.76%	11,481,222
Debt Service Reserve	-	11,882,904	11,882,904	32.87%	11,890,973
O & M Reserve	-	11,323,444	11,323,444	31.32%	11,338,163
	-	34,687,863	34,687,863	95.95%	34,710,358
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	71,132	71,132	0.20%	71,132
Transmission Upgrade Escrow ¹	1,393,429		1,393,429	3.85%	
Participant Deposit Account	-	1	1	0.00%	1
	\$ 1,393,429	\$ 34,758,996	\$ 36,152,425	100.00%	\$ 34,781,491

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
February 29, 2016

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 15	\$ -	\$ -	\$ (2,202,696)	\$ 2,202,681	\$ -
Debt Service Reserve	-	18,510	-	-	(18,510)	-	-
O & M Reserve	-	27,497	-	-	(27,497)	-	-
	-	46,022	-	-	(2,248,703)	2,202,681	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹		24					24
Participant Deposit Account	-	-	-	-	-	-	-
							-
TOTAL	\$ -	\$ 46,046	\$ -	\$ -	\$ (2,248,703)	\$ 2,202,681	\$ 24

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
February 29, 2016

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	2,202,696	-	2,622	-	-	2,205,318
Debt Service Reserve	18,510	-	(50)	-		18,460
O & M Reserve	27,497	-	(1,562)	-		25,935
	<u>2,248,703</u>	<u>-</u>	<u>1,010</u>	<u>-</u>	<u>-</u>	<u>2,249,713</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		-	-	-		-
Participant Deposit Acct.		-	-	-	-	-
TOTAL	<u>\$ 2,248,703</u>	<u>\$ -</u>	<u>\$ 1,010</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,249,713</u>

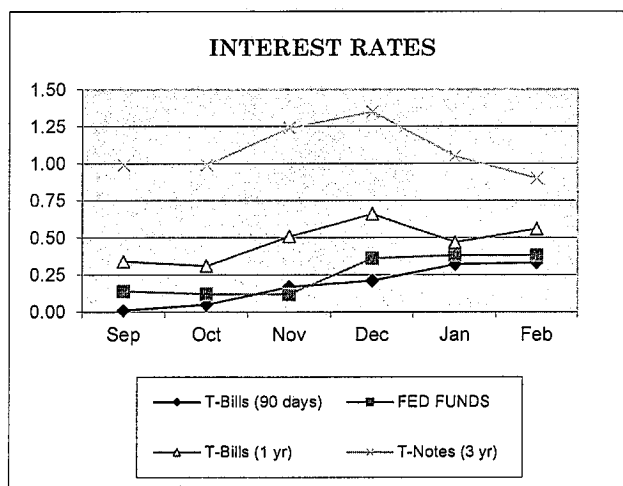
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(1,010)
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,248,703</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
February 29, 2016**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>0.943%</u>	<u>0.902%</u>
Debt Service Account	0.346%	0.352%
Debt Service Reserve	1.003%	1.039%
O & M Reserve	1.492%	1.319%
GHG Cash Account	0.367%	0.367%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	0.38%	0.12%
T-Bills (90da.)	0.33%	0.02%
Agency Disc (90da.)	0.40%	0.06%
T-Bills (1yr.)	0.56%	0.22%
Agency Disc (1yr.)	0.63%	0.24%
T-Notes (3yr.)	0.90%	1.01%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
February 29, 2016**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies		\$9,245	\$4,698			\$17,390		\$31,333	84.31%
US Bank Trust Money Market Commercial Paper	3,426							3,426	9.22%
Investment Trusts (LAIF)	2,378							2,378	6.40%
U.S.Treasury Market Acct.	27							27	0.07%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$5,831	\$9,245	\$4,698	\$0	\$0	\$17,390	\$0	\$37,164	100.00%
Total Percents	15.69%	24.88%	12.64%	0.00%	0.00%	46.79%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
02/29/2016

LEC Issue #1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	159	0.100	07/01/2013	159		1	0.100	159	SYS79003	79003	159
Federal Home Loan Ba	USBT	695,000	0.520	12/24/2015	693,474	05/24/2016	84	0.528	694,430	313384XF1	26288	694,157
Federal Home Loan Ba	USBT	2,560,000	0.240	12/02/2015	2,556,979	05/27/2016	87	0.243	2,557,824	313384XJ3	26278	2,558,515
Federal Home Loan Ba	USBT	695,000	0.381	02/26/2016	694,331	05/27/2016	87	0.386	694,409	313384XJ3	26310	694,360
Federal National Mtg	USBT	694,000	0.360	01/27/2016	693,126	06/01/2016	92	0.365	693,341	313588XP5	26296	693,362
Fund Total and Average		\$ 4,644,159	0.321		\$ 4,638,069		87	0.326	\$ 4,640,163			\$ 4,640,553

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	156	0.100	07/01/2013	156		1	0.100	156	SYS79004	79004	156
Federal Home Loan Ba	USBT	811,000	0.520	12/24/2015	809,219	05/24/2016	84	0.528	810,335	313384XF1	26289	810,016
Federal Home Loan Ba	USBT	727,000	0.381	02/26/2016	726,300	05/27/2016	87	0.386	726,382	313384XJ3	26311	726,331
Federal National Mtg	USBT	727,000	0.360	01/27/2016	726,084	06/01/2016	92	0.365	726,309	313588XP5	26298	726,331
Fund Total and Average		\$ 2,265,156	0.424		\$ 2,261,759		88	0.431	\$ 2,263,182			\$ 2,262,834

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	406	0.100	07/01/2013	406		1	0.100	406	SYS79011	79011	406
Federal Home Loan Ba	USBT	436,000	0.519	12/24/2015	435,043	05/24/2016	84	0.528	435,642	313384XF1	26290	435,471
Federal Home Loan Ba	USBT	2,188,000	0.240	12/02/2015	2,185,418	05/27/2016	87	0.243	2,186,140	313384XJ3	26279	2,186,731
Federal Home Loan Ba	USBT	435,000	0.381	02/26/2016	434,581	05/27/2016	87	0.386	434,630	313384XJ3	26312	434,599
Federal National Mtg	USBT	434,000	0.360	01/27/2016	433,453	06/01/2016	92	0.365	433,588	313588XP5	26297	433,601
Fund Total and Average		\$ 3,493,406	0.307		\$ 3,488,901		87	0.312	\$ 3,490,406			\$ 3,490,808

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	424	0.100	07/01/2013	424		1	0.100	424	SYS79012	79012	424
Federal Home Loan Ba	USBT	349,000	0.520	12/24/2015	348,234	05/24/2016	84	0.528	348,714	313384XF1	26291	348,577
Federal Home Loan Ba	USBT	349,000	0.381	02/26/2016	348,664	05/27/2016	87	0.386	348,703	313384XJ3	26313	348,679
Federal National Mtg	USBT	390,000	0.360	01/27/2016	389,509	06/01/2016	92	0.365	389,630	313588XP5	26299	389,641
Fund Total and Average		\$ 1,088,424	0.418		\$ 1,086,831		88	0.424	\$ 1,087,471			\$ 1,087,321
GRAND TOTALS:		\$ 11,491,145	0.346		\$ 11,475,560		87	0.352	\$ 11,481,222			\$ 11,481,516

*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 02/29/2016



Northern California Power Agency
Treasurer's Report

02/29/2016

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	76,757	0.100	07/01/2013	76,757	08/28/2017	1	0.100	76,757	SYS79005	79005	76,757
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	545	0.977	4,175,755	3135GOMZ3	26136	4,170,901
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,560	1.850	4,290,215	3133EELU65	26230	4,287,000
Fund Total and Average		\$ 8,533,757	1.358		\$ 8,535,717		1050	1.408	\$ 8,542,727			\$ 8,534,658

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,529	0.100	07/01/2013	2,261,529		1	0.100	2,261,529	SYS79006	79006	2,261,529
Fund Total and Average		\$ 2,261,529	0.100		\$ 2,261,529		1	0.100	\$ 2,261,529			\$ 2,261,529

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,717	0.100	07/01/2013	1,086,717		1	0.100	1,086,717	SYS79013	79013	1,086,717
Fund Total and Average		\$ 1,086,717	0.100		\$ 1,086,717		1	0.100	\$ 1,086,717			\$ 1,086,717
GRAND TOTALS:		\$ 11,882,003	1.003		\$ 11,883,963		754	1.039	\$ 11,890,973.			\$ 11,882,904

*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 02/29/2016
Investment # 26230 - FFCB - Callable on 6/8/16, then any time.



Northern California Power Agency
Treasurer's Report

02/29/2016

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm												
Union Bank of Califo	UBOC	2,307,335	0.367	07/01/2013	2,307,335		1	0.367	2,307,335	SYS70047	70047	2,307,335
Federal National Mtg	UBOC	27,497	0.002	07/18/2013	27,497		1	0.002	27,497	SYS70041	70041	27,497
Federal Farm Credit	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	1,085	1.220	3,002,131	3135G0ZA4	26248	2,988,613
		6,000,000	1.740	09/30/2015	6,000,000	09/30/2020	1,674	1.740	6,001,200	3133EFFZ5	26260	6,000,000
Fund Total and Average		\$ 11,267,832	1.492		\$ 11,332,974		1174	1.319	\$ 11,338,163			\$ 11,323,445
GRAND TOTALS:		\$ 11,267,832	1.492		\$ 11,332,974		1174	1.319	\$ 11,338,163.			\$ 11,323,445

*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 02/29/2016

Investment # 26260 - FFCB - Callable on 3/30/16, then any time.



Northern California Power Agency
Treasurer's Report

02/29/2016

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		71,132	0.367	07/01/2013	71,132		1	0.367	71,132	SYS70046	70046	71,132
Fund Total and Average		\$ 71,132	0.367		\$ 71,132		1	0.367	\$ 71,132			\$ 71,132
GRAND TOTALS:		\$ 71,132	0.367		\$ 71,132		1	0.367	\$ 71,132			\$ 71,132

*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 02/29/2016



Northern California Power Agency
Treasurer's Report
02/29/2016

LEC Construction Revolving

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1	0.254	07/01/2013	1	1	1	0.254	1	SYS70040	70040	1
Fund Total and Average		\$ 1	0.254		\$ 1	1	1	0.254	\$ 1			\$ 1
GRAND TOTALS:		\$ 1	0.254		\$ 1	1	1	0.254	\$ 1.			\$ 1

*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 02/29/2016



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LEC Financial Reports

AGENDA ITEM NO.: 8

Date: March 14, 2016

Subject: February 29, 2016 Financial Reports (Unaudited)

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

	February	
	2016	2015
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 71,132	\$ 70,913
Accounts receivable		
Others	270	-
Interest receivable	46,410	25,102
Inventory and supplies - at average cost	1,626,386	1,420,930
Prepaid insurance	412,479	-
Due from (to) Agency, net	15,810,531	19,530,766
TOTAL CURRENT ASSETS	17,967,208	21,047,711
RESTRICTED ASSETS		
Cash and cash equivalents	11,899,655	11,626,189
Investments	24,181,636	22,932,637
Interest receivable	21,006	22,032
TOTAL RESTRICTED ASSETS	36,102,297	34,580,858
ELECTRIC PLANT		
Electric plant in service	423,412,597	423,372,867
Less: accumulated depreciation	(47,467,218)	(32,867,052)
	375,945,379	390,505,815
Construction work-in-progress	95,332	24,436
TOTAL ELECTRIC PLANT	376,040,711	390,530,251
OTHER ASSETS		
Regulatory assets	18,004,865	15,387,780
TOTAL OTHER ASSETS	18,004,865	15,387,780
TOTAL ASSETS	\$ 448,115,081	\$ 461,546,600

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

	February	
	2016	2015
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 528,008	\$ 3,524,190
Operating reserves	14,827,337	12,624,923
Current portion of long-term debt	9,480,000	9,025,000
Accrued interest payable	4,232,399	4,324,736
TOTAL CURRENT LIABILITIES	29,067,744	29,498,849
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	5,491,198	982,027
Long-term debt, net	361,970,829	372,213,923
TOTAL NON-CURRENT LIABILITIES	367,462,027	373,195,950
TOTAL LIABILITIES	396,529,771	402,694,799
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	43,601,780	45,700,234
NET POSITION		
Invested in capital assets, net of related debt	(9,124,129)	(9,237,040)
Restricted	14,495,796	17,490,009
Unrestricted	2,611,863	4,898,598
TOTAL NET POSITION	7,983,530	13,151,567
TOTAL LIABILITIES AND NET POSITION	\$ 448,115,081	\$ 461,546,600

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

	Eight Months Ended February	
	2016	2015
SALES FOR RESALE		
Participants	\$ 21,035,216	\$ 20,063,679
Other	32,461,226	48,641,201
TOTAL SALES FOR RESALE	53,496,442	68,704,880
OPERATING EXPENSES		
Operations	23,687,174	37,406,118
Depreciation	9,733,605	9,732,697
Purchased power	3,934,904	-
Maintenance	4,769,704	4,858,000
Administrative and general	3,257,438	3,246,515
Transmission	405,109	4,852,101
Intercompany (sales) purchases	147,890	337,645
TOTAL OPERATING EXPENSES	45,935,824	60,433,076
NET OPERATING REVENUES	7,560,618	8,271,804
OTHER REVENUES (EXPENSES)		
Interest expense	(10,824,629)	(10,979,233)
Interest income	225,947	128,877
Other	3,460,700	2,821,844
TOTAL OTHER REVENUES (EXPENSES)	(7,137,982)	(8,028,512)
FUTURE RECOVERABLE AMOUNTS	1,614,150	2,769,632
REFUNDS TO PARTICIPANTS	1,414,753	530,855
INCREASE IN NET POSITION	3,451,539	3,543,779
NET POSITION		
Beginning of year	4,531,991	9,607,788
End of period	\$ 7,983,530	\$ 13,151,567

**Lodi Energy Center
FY 2016 Operating Costs
As of February 29, 2016**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 4,844,523	\$ 2,561,380	\$ 2,283,143	47%	B
Fixed	1,780,003	1,747,664	32,339	2%	
Administration	1,316,163	791,322	524,841	40%	
Mandatory Costs	235,000	132,758	102,242	44%	
Inventory Stock	400,000	151,946	248,054	62%	
Routine O&M Costs without Labor	8,575,689	5,385,070	3,190,619	37%	
Labor	4,381,034	2,707,676	1,673,358	38%	
Total Routine O&M Cost	12,956,723	8,092,746	4,863,977	38%	
Other Costs					
Fuel	49,851,536	19,415,319	30,436,217	61%	D
CA ISO Charges	657,289	405,109	252,180	38%	
CA ISO Purchased Energy	-	3,934,904	(3,934,904)	N/A	A
Debt Service	26,440,994	17,631,790	8,809,204	33%	
Insurance	820,000	546,667	273,333	33%	C
Other Costs	56,875	44,933	11,942	21%	
Generation Services Shared	388,592	139,456	249,136	64%	
Administrative & General (Allocated)	1,905,508	1,131,865	773,643	41%	
Power Management Allocated Costs	1,228,543	819,029	409,514	33%	
Total O&M Cost	94,306,060	52,161,818	42,144,242	45%	
Projects					
Operations & Maintenance	371,740	132,289	239,451	64%	D
Capital	782,849	54,767	728,082	93%	
Maintenance Reserve	1,800,000	1,200,000	600,000	33%	
Total Projects	2,954,589	1,387,056	1,567,533	53%	
Annual Cost	97,260,649	53,548,874	43,711,775	45%	
Less: Third Party Revenue					
Interest Income	44,489	136,258	(91,769)	-206%	D
ISO Energy Sales	67,279,734	31,509,363	35,770,371	53%	
Ancillary Services Sales	1,616,222	951,863	664,359	41%	
Other Income	-	1,151	(1,151)	N/A	
	68,940,445	32,598,635	36,341,810	53%	
Net Annual Cost to Participants	\$ 28,320,204	\$ 20,950,239	\$ 7,369,965	26%	
Total Variable Costs	55,353,348	22,381,808	32,971,540		
Total Fixed Costs	41,907,301	31,167,066	10,740,235		
	<u>\$ 97,260,649</u>	<u>\$ 53,548,874</u>	<u>\$ 43,711,775</u>		
Net Cumulative Generation (MWh)	1,605,494	869,892			
Total O&M Cost Per MWh	\$ 58.74	\$ 59.96			
Net Annual Cost Per MWh	\$ 17.64	\$ 24.08			

Footnotes:

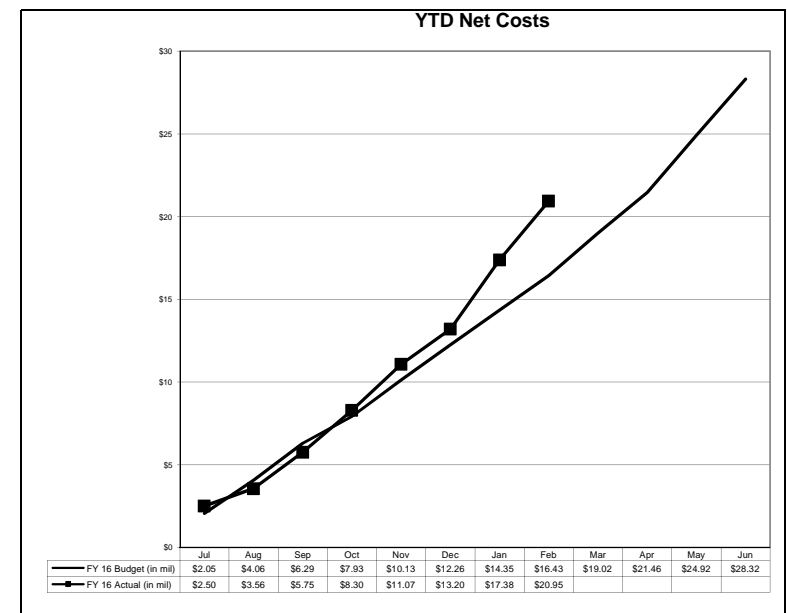
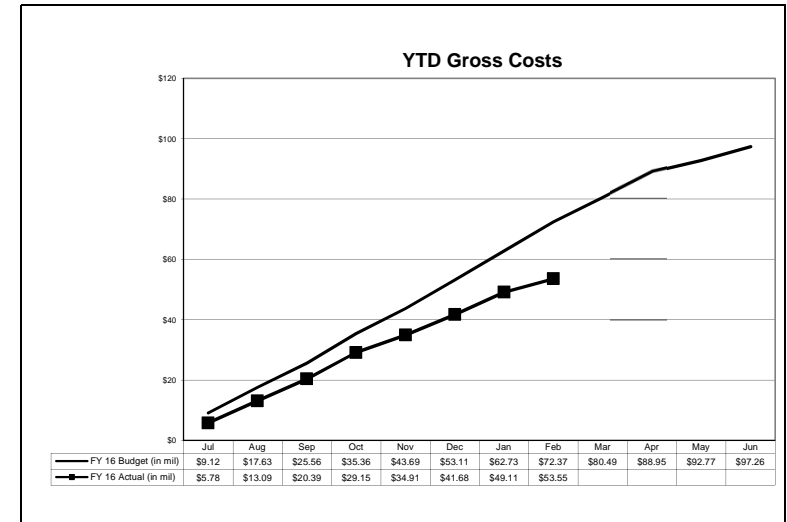
General - February payroll is estimated.

A - Non-budgeted costs due to CA ISO calls for regulation down resulting in additional market purchases and Participants purchasing energy from CA ISO using LEC as the SC.

B - Higher costs due to maintenance and clean out of water treatment system and maintenance of HRSG/boilers. Variance expected to level out during the year.

C - Higher costs due to annual trustee fee paid during month. Variance expected to level out during the year.

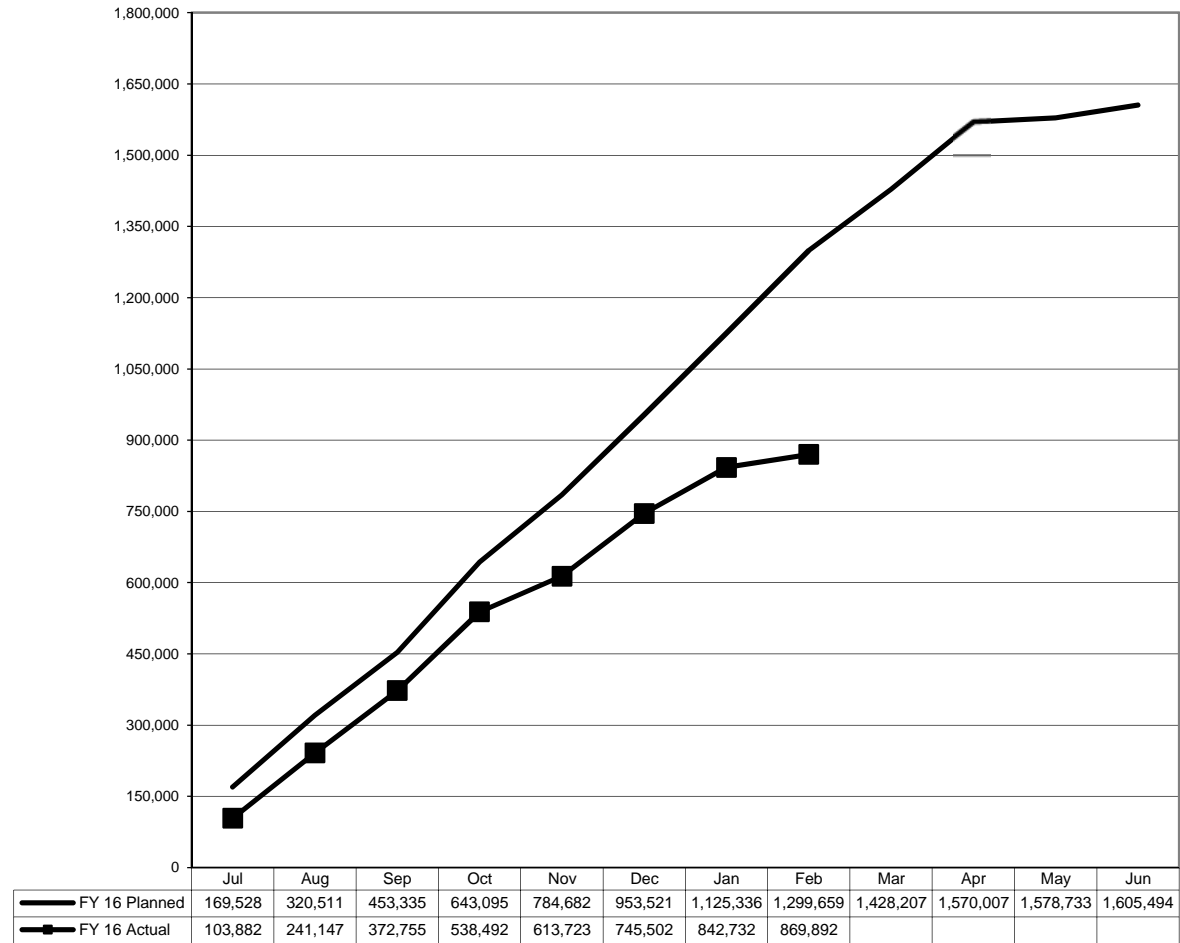
D - Lower energy generation, energy sales and fuel purchases primarily due to emergency outage to repair belly band and turbine blades.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2016

In MWh

Lodi Energy Center





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LEC GHG Reports

AGENDA ITEM NO.: 9

Date: March 14, 2016

Subject: GHG Reports (excerpted from monthly ARB)

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
	Actual													Compliance Year 2013
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
HVAC/Water Heater (MT)													86,000	
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,427)	(45,427)

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
IDENTIFIER	Actual												Compliance Year 2014
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)												173,000	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	41,170	500,265
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,416)	(87,447)	(89,167)	(93,052)	(66,708)	(185,098)	(139,942)	(113,158)	(59,204)	(35,709)	(115,939)	(75,119)	(75,119)

	2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2015
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,745	645,326
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	592,071	642,816	642,816
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	0	662,595
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	0	662,595
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	826,064	0	826,064
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	0	662,595
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,398,693	1,502,693	1,502,693	1,502,693	1,560,894	735,205	735,205	735,205
MTA Shortfall (MT)	(42,612)	15,061	(164,923)	(111,415)	(162,552)	(215,405)	(279,441)	(227,025)	(176,960)	(171,961)	(143,134)	(92,389)	(92,389)

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center									
	Actual	Estimated					Compliance Year 2016	Cumulative Totals	
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total	Source
Energy (MWh)	97,230	91,202	101,212	81,192	55,055	53,386	479,277	4,695,243	Forecast/Meter
Gas Schedule (MMBtu)	695,120	638,413	708,482	568,343	385,383	373,705	3,369,446	33,157,966	Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054			MARS
HVAC/Water Heater (MT)									
Monthly MT Emissions (MT)	37,512	34,452	38,233	30,671	20,797	20,167	181,832	1,607,796	derived
Cumulative MT Obligation (MT)	680,329	714,781	753,014	783,684	804,482	824,649	824,649	824,649	derived
Compliance Instrument Participant Transfers (to LEC)									
Auction Allowances	211,481	252	0	0	0	0	211,733	1,864,918	CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	CITSS
Offsets	0	0	0	0	0	0	0	0	CITSS
Total Compliance Instrument Participant Transfers (MT)	211,481	252	0	0	0	0	211,733	1,864,918	
NCPA Compliance Instrument Purchases (for LEC)									
Auction Purchases	0	0	0	0	0	0	0	47,000	CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	CITSS
Offset Purchases	0	0	0	0	0	0	0	0	CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	47,000	
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	964,980	CITSS
Total Monthly Activity (MT)	211,481	252	0	0	0	0	211,733	1,911,918	derived
Cumulative MT Account Balance [MTA] (MT)	946,686	946,434	946,434	946,434	946,434	946,434	946,434	946,434	derived
MTA Shortfall (MT)	(266,357)	(231,653)	(193,420)	(162,750)	(141,952)	(121,785)	(121,785)	(121,785)	derived

Forecast has been updated through June 2016

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) March 2016																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	21,039	49,847	2,024	253,013	14,836	12,408	70,760	15,326	80,921	5,933	20,149	194,481	15,968	756,704		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	17,969	56,754	2,343	333,572	17,493	14,083	82,692	24,578	114,878	5,934	20,609	224,215	16,090	931,210		derived
MTA Shortfall (MT)	3,070	(6,907)	(319)	(80,559)	(2,658)	(1,675)	(11,932)	(9,252)	(33,957)	(1)	(460)	(29,734)	(122)	(174,506)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	39,295	0	0	0	0	0	0	0	0	0	0	0	0	39,295	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: March 14, 2016
To: Lodi Energy Center Project Participant Committee
Subject: **Maxim Crane Works, LP Agreement** – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

Proposal

Approve a five year Multi-Task General Services Agreement with Maxim Crane Works, LP, 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.

Background

Crane services are needed at the Lodi Energy Center for the operation and maintenance of the plant. Maxim Crane Works, LP is a provider of these services.

Selection Process

This five year contract does not commit NCPA to any purchases. In addition to Maxim Crane Works, LP, NCPA currently has entered into two other enabling agreements with providers for similar services. When work is required NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will seek bids from as many qualified contractors as possible. 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 work is required.

Fiscal Impact

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.

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

Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with Maxim Crane Works, LP, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachment:

- Multi-Task General Services Agreement with Maxim Crane Works, LP



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MAXIM CRANE WORKS, L.P.**

This agreement for general services ("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 Maxim Crane Works, L.P., a limited partnership, with its office located at 7512 Pacific Avenue, Pleasant Grove, CA 95668 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2016 ("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

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.** Intentionally left blank.

4.4 **Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

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 the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, 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 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 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 **Work Provided Pursuant to Section 1.4.** 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:

Maxim Crane Works, L.P.
Attention: Aaron Carrion
7512 Pacific Avenue
Pacific Grove, CA 95668

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:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 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, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits 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. If requested by Agency, such Member will sign the "Acknowledgement of Agreement", attached hereto as Exhibit F and incorporated herein, prior to the Contractor performing Work under the Purchase Order.

///

///

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

NORTHERN CALIFORNIA POWER AGENCY

MAXIM CRANE WORKS, L.P.

Date_____

Date_____

RANDY S. HOWARD
General Manager

MARK SWANEY, President
West Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A SCOPE OF WORK

Maxim Crane Works, L.P. ("Contractor") shall provide crane services 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) or SCPPA members.

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

- Engineering and Project Management for crane rental projects
- Crane and lift training
- Engineered crane lifts
- Crane rentals and crane rental services
- Rigging services
- 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:

Operated & Maintained Equipment

Hydraulic Truck Cranes

Capacity	Hourly Rate	Overtime	Doubletime
40 Ton	\$ 185.00	\$ 225.00	\$ 265.00
50 Ton	\$ 195.00	\$ 235.00	\$ 275.00
60 Ton	\$ 205.00	\$ 245.00	\$ 285.00
70 Ton	\$ 225.00	\$ 265.00	\$ 305.00
75 Ton	\$ 235.00	\$ 275.00	\$ 315.00
90 Ton	\$ 255.00	\$ 295.00	\$ 335.00
90 Ton*	\$ 345.00	\$ 425.00	\$ 505.00
120 Ton*	\$ 370.00	\$ 450.00	\$ 530.00
175 Ton*	\$ 395.00	\$ 475.00	\$ 555.00
185 Ton*	\$ 405.00	\$ 485.00	\$ 565.00
210 Ton*	\$ 435.00	\$ 515.00	\$ 595.00
235 Ton*	\$ 445.00	\$ 525.00	\$ 605.00
275 Ton*	\$ 465.00	\$ 545.00	\$ 625.00
300 Ton*	\$ 520.00	\$ 600.00	\$ 680.00
500 Ton*	\$ 800.00	\$ 880.00	\$ 960.00

Notes:

1. Fuel surcharge included in rate
2. Bare rental rates are based on monthly = 176 hours
3. 4 Hour minimum port x port (1) man Hyd truck cranes
4. 8 Hour minimum port x port (2) man Hyd truck cranes
5. Operated and Maintained Rough terrains are 8 hour min.
6. Local 3 rules apply
7. PermitS are not included in rates *Based on Cwt configuration

Cwt Loads maximum basic lift crane

90 Ton*	1	HTC8690	
120 Ton*	2	LTM1160 5.1	*Reduced cwt.
175 Ton*	3	LTM1160 5.1	
185 Ton*	3	LTM1160 5.1	
210 Ton*	4	GMK5210	
235 Ton*	4	LTM 1200/1	
275 Ton*	4	GMK5275	
300 Ton*	6	GMK6300	
500 Ton*	9	LTM 1400 7.1	

Rough Terrain Cranes *8 hour min

Capacity	Hourly Rate	Overtime	Doubletime
30 Ton RT	\$ 165.00	\$ 205.00	\$ 245.00
50 Ton RT	\$ 180.00	\$ 220.00	\$ 260.00
65 Ton RT	\$ 190.00	\$ 230.00	\$ 270.00
75 Ton RT	\$ 195.00	\$ 235.00	\$ 275.00
80 Ton RT	\$ 205.00	\$ 245.00	\$ 285.00
90 Ton RT	\$ 225.00	\$ 265.00	\$ 305.00
100 Ton RT	\$ 245.00	\$ 285.00	\$ 325.00
130 Ton RT	\$ 285.00	\$ 325.00	\$ 365.00

Rough Terrain Cranes Bare rental

Capacity	Weekly Rate	Monthly rate
30 Ton RT	\$ 1,470.00	\$ 4,400.00
50 Ton RT	\$ 2,300.00	\$ 6,800.00
65 Ton RT	\$ 2,750.00	\$ 8,200.00
75 Ton RT	\$ 3,100.00	\$ 9,200.00
80 Ton RT	\$ 4,000.00	\$ 12,000.00
90 Ton RT	\$ 4,900.00	\$ 14,500.00
100 Ton RT	\$ 5,600.00	\$ 16,800.00
130 Ton RT	\$ 8,000.00	\$ 24,000.00

	Hourly Rate	Overtime	Doubletime
Cwt Trucking	\$ 125.00	\$ 165.00	\$ 205.00
9 Axle Transport	\$ 195.00	\$ 235.00	\$ 275.00
5 Axle Transport	\$ 140.00	\$ 180.00	\$ 220.00

*Added Cwt trucking applies based on required configuration

Excess Crew Time

Operator	\$ 105.00	\$ 145.00	\$ 185.00
Operator/Oiler	\$ 205.00	\$ 285.00	\$ 365.00

*All cranes can be configured for required radius and weight requirement.

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

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

**EXHIBIT C
CERTIFICATION**

Affidavit of Compliance for Contractors

I, MARIO BERMUDEZ, Safety Manager

(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:

MAXIM CRANE WORKS, L.P.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D - NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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 establishes 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)

EXHIBIT F

Acknowledgement of Agreement

This Acknowledgement confirms the intent of _____, a _____ ("Member") to participate in and utilize the Multi-Task Agreement to which this Exhibit is attached, including all other Exhibits attached hereto, between the Northern California Power Agency ("Agency") and _____ ("Contractor") effective _____, 20__ ("Agreement"). Member has reviewed the terms and conditions of the Agreement in detail and agrees to abide by them. It is understood and agreed that payments for Services by Contractor provided to Member shall be paid by Agency and funded by Member to Agency pursuant to a Support Services Program Agreement between Agency and Member. All invoices for Services for Member shall be addressed to Agency.

Further, Member agrees and acknowledges that the terms, conditions, and applicable Exhibits set forth in the Agreement will apply between Member and Contractor.

MEMBER

By: _____

Printed: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Date: March 14, 2016
To: Lodi Energy Center Project Participant Committee
Subject: **Utility System Efficiencies, Inc. Agreement** – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations; Members, SCPPA, and SCPPA Members

Proposal

Approve a five year Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc. (USE) in an amount not-to-exceed \$300,000 for consulting services related to WECC/NERC reliability criteria 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

WECC/NERC reliability criteria consulting services are needed at various NCPA facility locations as well as NCPA member and SCPPA member facilities for the operation of the plants. USE is a provider of these services. NCPA had a prior enabling agreement with USE which expired on April 1, 2016 and now desires to enter into a new enabling agreement.

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When work is required NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will seek bids from as many qualified consultants as possible. 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 work is required.

Fiscal Impact

Total cost of the agreement is not-to-exceed \$300,000 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.

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

Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc., with any non-substantial changes

recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years for consulting services related to WECC/NERC reliability criteria.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachment:

- Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc.



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UTILITY SYSTEM EFFICIENCIES, INC.**

This agreement for professional services ("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 Utility System Efficiencies, Inc., a corporation, with its office located at 2108 Marchita Way, Carmichael, CA 95608-5029 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2016 ("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 Work attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services 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 THREE HUNDRED THOUSAND** dollars (\$300,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of 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

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

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

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

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

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

- 4.1 **Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 **Commercial General and Automobile Liability Insurance.**
- 4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 (\$1,000,000.00) and one million dollars (\$1,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis.
- 4.4 **All Policies Requirements.**
- 4.4.1 **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, 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 **Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.4.4 **Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Agency shall have the right to require the Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPPA 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, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all 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 ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

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 is 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.** 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 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 to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, 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.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Confidential Information and Disclosure.**
- 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse

engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). 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 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.

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

Utility System Efficiencies, Inc.
Attention: Daniel H. Wood, P.E., President
2108 Marchita Way
Carmichael, CA 95608-5029

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:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

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, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits 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. If requested by Agency, Member will sign the "Acknowledgement of Agreement", attached hereto as Exhibit D and incorporated herein, prior to receiving Services under the Purchase Order.

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

NORTHERN CALIFORNIA POWER AGENCY

UTILITY SYSTEM EFFICIENCIES, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

DANIEL M. WOOD, Chief Financial
Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF SERVICES

Utility System Efficiencies, Inc. ("Consultant") shall provide assistance related to WECC and NERC reliability criteria as requested by the Northern California Power Agency ("Agency") at any Facilities owned and/or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA), or SCPPA members.

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

- Conduct necessary transmission and other studies for impact and Critical Assets;
- Conduct preparatory Compliance Audits;
- Review and comment on NCPA procedures and processes for compliance;
- Provide compliance related documentation as necessary; and
- Represent NCPA before WECC, NERC, etc. regulatory bodies.

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 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

BILLING RATES

Billing rates may be based on the tasks performed and not necessarily on the individual performing the work. Notwithstanding, our general professional engineering and other services will be provided at the following rates:

Principal Executive Engineer Consultant	PEEC	\$ 295.00
Senior Executive Engineer Consultant	SEEC	\$ 260.00
Executive Power Systems Engineering	EPSE	\$ 260.00
Principal Power Systems Engineering	PPSE	\$ 230.00
Senior Power Systems Engineering	SPSE	\$ 210.00
Senior Executive Consultant	SEC	\$ 200.00
Environmental and Geographic Information Specialist	EGIS	\$ 140.00
Geographic Information System Specialist	GISS	\$ 125.00
Compliance Administrative Specialist	CAS	\$ 110.00
Executive Administrative Consultant	EAC	\$ 80.00

- Rates for testimony in a regulatory proceeding will be negotiated on a case-by-case basis.
- Other professional staff and/or sub-consultant rates may be added to the project with the concurrence of the Client.
- All general and administrative costs and benefits are included in the direct labor rate.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Daniel M. Wood,

(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:

UTILITY SYSTEM EFFICIENCIES, 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 _____, 2016.

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

Acknowledgement of Agreement

This Acknowledgement confirms the intent of _____, a _____ ("Member") to participate in and utilize the Multi-Task Agreement to which this Exhibit is attached, including all other Exhibits attached hereto, between the Northern California Power Agency ("Agency") and _____ ("Consultant") effective _____, 2016 ("Agreement"). Member has reviewed the terms and conditions of the Agreement in detail and agrees to abide by them. It is understood and agreed that payments for Services by Consultant provided to Member shall be paid by Agency and funded by Member to Agency pursuant to a Support Services Program Agreement between Agency and Member. All invoices for Services for Member shall be addressed to Agency.

Further, Member agrees and acknowledges that the terms, conditions, and applicable Exhibits set forth in the Agreement will apply between Member and Consultant.

MEMBER

By: _____

Printed: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Printed: _____

Title: _____

Date: _____



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 12

Date: March 14, 2016
To: Lodi Energy Center Project Participant Committee
Subject: **Standard Large Generator Interconnection Agreement Upgrade Project with CAISO; Direction for Refund of Excess Moneys Collected for Project**

Background

At the time of the original studies performed by CAISO for the addition of the Lodi Energy Center, the request and studies were performed for a 280 MW power plant. After the studies were completed, the project went out to bid. As a result of the bid process, a larger plant was supplied than was approved in the Interconnect Agreement. Performance tests have proven the plant is capable of 304 MW. Since the time commercial operation began, LEC has been selling the excess capability on an Energy Only basis, which allows the energy to be sold, only so long as capacity is available on the transmission lines. LEC has been unable to take advantage of the capacity available, which amounts to 10.4 MW on an annual average.

In April of 2013, the PPC considered the permanent curtailment in the capacity of LEC. In that meeting, the PPC decided that an Interconnect Request should be submitted with the CAISO to increase the capacity to match LEC's capability. The study fees for this application were \$74,000. The study results were posted in January 2014. The study identified the NCPA-Lodi/8 Mile transmission line as being underrated for the request. As a result, NCPA was to fund a Reliability Network Upgrade (RNU) to the transmission line and was to fund the upgrade including the transmission line, the Interconnection Facilities as well as NCPA's switchyard to support the increased capacity. The project was approved by the PPC / Commission to proceed at a cost of \$6,052,609. Then in October 2015, the CAISO issued a Phase II Re-assessment Study. This study reclassified the transmission line upgrade from a Reliability Network Upgrade that NCPA was responsible to fund, to a Transmission Planning Project that PG&E was required to fund. At the time the reassessment was issued, NCPA stopped collecting money for this project. The total funding collected was \$5,588,380. NCPA then applied to receive a refund of the Security Deposit that had been placed in Escrow. In March 2016, NCPA received the authorization and refund of the escrow deposit. NCPA must retain \$1,548,609 to pay for project expenses that are expected to completion, but \$4,039,771 is now available to be refunded to the Participants.

Fiscal Impact

The transmission line upgrade project is proceeding. The total project cost has been revised from an estimated \$6,052,609 downward to an estimated \$1,548,609. NCPA has collected \$5,588,380 of the original total project cost; excess funds are now available for return to the Project Participants in the amount of \$4,039,771.

Environmental Analysis

This refund 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 of the California Environmental Quality Act. No environmental review is necessary.

Recommendation

NCPA staff recommends that the PPC pass a motion approving a refund to the Project Participants in the total amount of \$4,039,771 for excess moneys collected for the Transmission Upgrade Project due to the project's reclassification to a Transmission Planning Project, as follows: (1) the amount of \$1,100,000 to be applied to the LEC Operating Reserve to replenish the funds used for the February 2016 forced outage belly band repair; and (2) the remaining amount of \$2,939,771 to be refunded to the Project Participants according to their respective GES, allowing each Participant to direct whether they want their proportionate share applied to the monthly All Resources Bill or applied to their GOR account.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services