



12745 N. Thornton Road  
Lodi, CA 95242

phone (209) 333-6370  
fax (209) 333-6374  
web [www.ncpa.com](http://www.ncpa.com)

## LEC PPC Agenda

**Date:** April 8, 2016

**Subject:** April 11, 2016 Lodi Energy Center Project Participant Committee Meeting

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

**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.

.....

|                                                                                                                 |                                                                                                |                                                                                             |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| CITY OF AZUSA<br>729 N. Azusa Avenue<br>Azusa, CA 91702                                                         | NCPA<br>12745 N. Thornton Road<br>Lodi, CA                                                     | CITY OF HEALDSBURG<br>401 Grove Street<br>Healdsburg, CA                                    |
| BAY AREA RAPID TRANSIT<br>300 Lakeside Drive, 16 <sup>th</sup> Floor<br>Oakland, CA                             | CITY OF GRIDLEY<br>685 Kentucky Street<br>Gridley, CA                                          | CITY OF LOMPOC<br>100 Civic Center Plaza<br>Lompoc, CA                                      |
| CITY OF BIGGS<br>465 "C" Street<br>Biggs, CA                                                                    | PLUMAS-SIERRA RURAL<br>ELECTRIC COOP<br>73233 Highway 70<br>Portola, CA                        | POWER & WATER RESOURCES<br>POOLING AUTHORITY<br>418 32 Street<br>Glenwood Springs, CO 81601 |
| CALIFORNIA DEPARTMENT OF<br>WATER RESOURCES<br>2135 Butano Drive, Suite 100<br>Room 125<br>Sacramento, CA 95825 | SILICON VALLEY POWER/CITY OF<br>SANTA CLARA<br>1500 Warburton Avenue,<br>Santa Clara, CA 95050 | CITY OF UKIAH<br>300 Seminary Avenue<br>Ukiah, CA 95482                                     |
| NCPA<br>651 Commerce Drive<br>Roseville, CA                                                                     |                                                                                                |                                                                                             |

*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](http://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 March 14, 2016 regular meeting and March 30, 2016 special meeting minutes.

### **MONTHLY REPORTS**

- 3. Operational Report for March 2016** - (*Jeremy Lawson*)
- 4. Market Data Report for March 2016** – Verbal Report (*Bob Caracristi*)
- 5. Monthly Asset Report for February 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 March 2016** - Accept by all Participants
- 8. Financial Report for March 2016** - Approve by all Participants
- 9. GHG Reports (excerpted from monthly ARB)** - Accept by all Participants
- 10. Groome Industrial Service Group, Inc.** – Staff seeking approval of a five year Multi-Task General Services Agreement with Groome Industrial Service Group, Inc. for an amount not to exceed \$850,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for inspection and maintenance services for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, or by SCPPA Members.

- 11. Nor-Cal Controls ES, Inc.** – Staff seeking approval of a five year Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc. for an amount not to exceed \$350,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for engineering and technical support services on various plant control systems for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 12. Schweitzer Engineering Laboratories, Inc.** – Staff seeking approval of a five year Multi-Task Professional Services Agreement with Schweitzer Engineering Laboratories, Inc. for an amount not to exceed \$1,000,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for protective relay and automation design, installation, testing and commissioning services for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 13. Baskin Engineering, Inc. First Amendment** – Staff seeking approval of a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Baskin Engineering, Inc. for consulting services for protection relay upgrades and electrical engineering support increasing the not to exceed amount from \$225,000 to \$750,000 and revising various provisions to expand the scope of work to include all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 14. Syblon Reid, Inc.** – Staff seeking approval of a five year Multi-Task General Services Agreement with Syblon Reid for an amount not to exceed \$5,000,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for routine maintenance including earthwork maintenance, asphalt patch paving, minor road maintenance, utility easement maintenance, concrete patching, and tunnel maintenance for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: \_\_\_\_\_

### **BUSINESS ACTION ITEMS**

- 15. Lodi Energy Center Annual Budget for Fiscal Year 2017** – Staff seeking approval of the LEC proposed annual budget for fiscal year 2017 in the amount of \$94,318,807 and approval of maintaining the Operating Reserve Fund amount at \$11,217,009 (*Michael DeBortoli*)
- 16. LEC Project Management and Operations Agreement (PMOA) Schedule 1.00 Exhibit 2 VOM** – Staff seeking approval of revised Exhibit 2 to Schedule 1.00 for updated Variable Operation and Maintenance Cost (VOM) to reflect the values approved for the FY17 Budget (*Michael DeBortoli*)
- 17. May Outage - Seeking Approval of Additional Work** – Staff to provide updated information and projected costs for work needed during the May outage. Staff seeking approval to increase the May outage cost from \$1,032,390 to not to exceed \$1,460,565, due to new findings for service to the generator bearing and inlet guide vanes on the gas turbine, and authorize NCPA to execute agreements and issue purchase orders necessary to carry out this work. The outage costs will be funded from the existing FY16 budget (*Michael DeBortoli*)
- 18. Revisit Allocation of the Approved Refund of Excess Moneys Collected Regarding Standard Large Generator Interconnection Agreement Upgrade Project with CAISO** - Staff to discuss reallocation of the remaining excess funds after replenishing the Operating Reserve (*Michael DeBortoli*)

## **INFORMATIONAL/ DISCUSSION ITEMS**

### **19. Other New Business**

## **ADJOURNMENT**

Next Regular Meeting: May 9, 2016



**Lodi Energy Center**  
**Project Participant Committee Regular Meeting**  
**March 14, 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 Chairman George Morrow. He asked that roll be called for the Project Participants as listed below.

| <b>PPC Meeting Attendance Summary</b> |                   |                          |
|---------------------------------------|-------------------|--------------------------|
| <b>Participant</b>                    | <b>Attendance</b> | <b>Particulars / GES</b> |
| Azusa - Morrow                        | Present           | 2.7857%                  |
| BART - Lloyd                          | Absent            | 6.6000%                  |
| Biggs - Sorenson                      | Present           | 0.2679%                  |
| CDWR - Forsythe                       | Present           | 33.5000%                 |
| Gridley - Borges                      | Present           | 1.9643%                  |
| Healdsburg - Crowley                  | Absent            | 1.6428%                  |
| Lodi - Cadek                          | Present           | 9.5000%                  |
| Lompoc - Stassi                       | Absent            | 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%                  |
| <b>Summary</b>                        |                   |                          |
| Present                               | 8                 | 87.1501%                 |
| Absent                                | 5                 | 12.8499%                 |
| Quorum by #:                          | Yes               |                          |
| Quorum by GES:                        | Yes               |                          |
| Meeting Date:                         | March 14, 2016    |                          |

**Public Forum**

Chairman Morrow 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.

**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%  |
| <b>Vote Summary</b>  |                |          |
| 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 February 8, 2016, were considered. Ken Speer proposed that with respect to the special meeting item regarding options for the Hot Gas Path outage and replacement of the failed belly band, that the draft minutes be revised to provide clarification of the discussion and action taken. The proposed edits were discussed and attorney Ruthann Ziegler concurred with the clarification. The LEC PPC considered the following motion:

**Date:** 3/14/2016

**Motion:** The PPC approves the minutes of the February 8, 2016, special meeting and regular meeting including the edits discussed at today's meeting.

**Moved by:** Lodi

**Seconded by:** SVP

Discussion: There was no further discussion.

| Vote Summary on Motion |         |                   |
|------------------------|---------|-------------------|
| Participant            | Vote    | Particulars / GES |
| Azusa                  | Abstain | 2.7857%           |
| BART                   | Absent  | 6.6000%           |
| Biggs                  | Yes     | 0.2679%           |
| CDWR                   | Yes     | 33.5000%          |
| Gridley                | Yes     | 1.9643%           |
| Healdsburg             | Absent  | 1.6428%           |
| Lodi                   | Yes     | 9.5000%           |
| Lompoc                 | Absent  | 2.0357%           |
| Modesto                | Yes     | 10.7143%          |
| Plumas-Sierra          | Absent  | 0.7857%           |

|                      |                |          |
|----------------------|----------------|----------|
| PWRPA                | Yes            | 2.6679%  |
| Silicon Valley Power | Yes            | 25.7500% |
| Ukiah                | Absent         | 1.7857%  |
|                      |                |          |
| <b>Vote Summary</b>  |                |          |
| Total Ayes           | 7              | 84.3644% |
| Total Noes           | 0              | 0.0000%  |
| Total Abstain        | 1              | 2.7857%  |
| Total Absent         | 5              | 12.8499% |
| Result:              | Motion passed. |          |

## **MONTHLY REPORTS**

### **3. Operational Reports for February 2016**

Jeremy Lawson presented the Operational Report for February. There were no OSHA recordable accidents, no permit violations and no NERC/WECC violations. Jeremy discussed the outage for the belly band repair and Hot Gas Path work occurring from February 6 through March 1. The report reflected monthly production of 27,160 MWH, 108 service hours, and equivalent operating availability of 17.24%. The report set forth the Capacity Factor @ 280MW Pmax of 13.94% and @ 302MW Pmax of 12.92%. There was only one cold start during the month.

### **4. Market Data Report for February 2016**

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

Plumas-Sierra joined the meeting at 10:20 a.m.

### **5. Monthly Asset Report**

Mike DeBortoli presented the monthly asset report/budget review for January. He said revenues are still soft. As of January, the asset report shows overall costs to be above budget by 2.18%. Mike's graph showed January 2016 to be the least favorable January on record so far for the plant. In addition to hydro, the very low gas prices are impacting profitability.

### **6. Bidding Strategies Report**

Ken Goeke presented the monthly report about the bidding strategies utilized, regulation revenues and costs comparison in February. For the five days the plant was available, no special strategies were used. He noted there were a few hours in which regulation down bids were reduced in anticipation of high real-time energy prices. He pointed out that the capacity payments kept the plant in the market in February. He said his group will be taking a look at reevaluating the start-up maintenance costs this month.

## **Consent Calendar (Items 7 – 11)**

The consent calendar was considered. Chairman Morrow asked if any Participant wished to have any item removed for separate discussion. George said he would like to pull no. 11 from the Consent Calendar. Hearing no other requests, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

**Date:** 3/14/2016

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for February 2016; 8. Financial Reports for February 2016; 9. GHG Reports excerpted from monthly ARB; and 10. Maxim Crane Works, LP five year Multi-Task General Services Agreement for not to exceed \$500,000 for crane services.

**Moved by:** MID

**Seconded by:** Lodi

Discussion: There was no further discussion.

| Vote Summary on Motion |                |                   |
|------------------------|----------------|-------------------|
| Participant            | Vote           | Particulars / GES |
| Azusa                  | Yes            | 2.7857%           |
| BART                   | Absent         | 6.6000%           |
| Biggs                  | Yes            | 0.2679%           |
| CDWR                   | Yes            | 33.5000%          |
| Gridley                | Yes            | 1.9643%           |
| Healdsburg             | Absent         | 1.6428%           |
| Lodi                   | Yes            | 9.5000%           |
| Lompoc                 | Absent         | 2.0357%           |
| Modesto                | Yes            | 10.7143%          |
| Plumas-Sierra          | Yes            | 0.7857%           |
| PWRPA                  | Yes            | 2.6679%           |
| Silicon Valley Power   | Yes            | 25.7500%          |
| Ukiah                  | Absent         | 1.7857%           |
| <b>Vote Summary</b>    |                |                   |
| Total Ayes             | 9              | 87.9358%          |
| Total Noes             | 0              | 0.0000%           |
| Total Abstain          | 0              | 0.0000%           |
| Total Absent           | 4              | 12.0642%          |
| Results:               | Motion passed. |                   |

#### 11. Utility System Efficiencies, Inc. Agreement

Chairman Morrow requested that this agreement be pulled for discussion as he wanted clarification about the types of services and studies the consultant may provide. Ken Speer confirmed it is an enabling agreement which does not commit NCPA to expend any funds under the agreement. Ken said the consultant provides assistance with WECC and NERC reliability

criteria; and that the vendor performs system type studies and gave an example of the vendor performing a study to determine impacts on LEC as related to other projects on the grid. The LEC PPC considered the following motion:

**Date:** 3/14/2016

**Motion:** The PPC approves the Utility System Efficiencies, Inc. five year Multi-Task Professional Services Agreement for not to exceed \$300,000 for consulting services related to WECC/NERC reliability criteria.

**Moved by:** Azusa

**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                | Yes            | 1.9643%           |
| Healdsburg             | Absent         | 1.6428%           |
| Lodi                   | Yes            | 9.5000%           |
| Lompoc                 | Absent         | 2.0357%           |
| Modesto                | Yes            | 10.7143%          |
| Plumas-Sierra          | Yes            | 0.7857%           |
| PWRPA                  | Yes            | 2.6679%           |
| Silicon Valley Power   | Yes            | 25.7500%          |
| Ukiah                  | Absent         | 1.7857%           |
| <b>Vote Summary</b>    |                |                   |
| Total Ayes             | 9              | 87.9358%          |
| Total Noes             | 0              | 0.0000%           |
| Total Abstain          | 0              | 0.0000%           |
| Total Absent           | 4              | 12.0642%          |
| Result:                | Motion passed. |                   |

## **BUSINESS ACTION ITEMS**

### **12. Standard Large Generator Interconnection Agreement Upgrade Project with CAISO**

Mike DeBortoli presented a slide which set forth the total dollar amount collected for the project, the revised project cost requirements, and the resulting amount to be returned to the Participants, which summarized the information contained in the staff report. In response to a question, Mike confirmed that approximately \$1 million of the revised project requirement amount is a contingency. Regarding the refund, Staff recommended that the amount of \$1,100,000 be applied to the LEC Operating Reserve to replenish the funds used for the February 2016 belly band repair, with the remaining amount being refunded to the Participants

according to their respective GES share and applied to either their ARB or GOR account as is their preference. Discussion ensued and numerous options were suggested by various Participants with concerns as to which budget year(s) would be affected and whether the funds should be returned or left with NCPA for application to future costs. It was agreed the issue would be tabled so Participants would have an opportunity to review the FY17 proposed budget.

## **INFORMATIONAL ITEMS**

### **13. Outage Report for February 2016**

Mike DeBortoli displayed a PowerPoint presentation which outlined the work done during the Hot Gas Path/Belly Band outage. It contained photos which clearly showed the belly band issues and collateral damage discussed. Mike went over the findings and said the belly band failure was very abnormal for our machine and that the findings were sent for testing by Siemens. He also discussed the Hot Gas Path work and other work performed. Mike explained about the delay encountered when upon installation of new Row 1 blades, sand fell from passages when tapping the lock plates in place. Sand indicated other potential problems so new parts were quickly shipped and arrived Sunday night. Although there was a four day delay, it was a good catch. Mike talked about the upgrades to the unit and explained the improvements. He advised that the Hot Reheat Value was fixed which was being addressed by a workaround for the past few months. Mike discussed the work to be done during the shortened planned outage in May. He concluded his presentation with discussion of the Siemens Long Term Maintenance Agreement and noted that both Siemens and NCPA agree that early detection to problems is critical. Chairman Morrow thanked Mike for the presentation and all those who pulled together during this outage.

### **14. FY 2016-17 Formal Budget Presentation**

Mike DeBortoli presented the formal draft budget for FY 2017 and Donna Stevener discussed various changes in the budget numbers since last month's budget preview. It was noted that the fuel costs are approximately \$5.7 million lower than the approved FY16 budget. Included in this draft budget is the line item for CAISO Charges of \$2,374,272, which is an increase over the FY16 budget by about \$1.7 million due to inclusion of the regulation energy purchase costs which were not previously included in the budget. Donna noted the variable routine O&M costs are down from what was presented last month but the fixed costs are up. Both categories show increases from the FY16 budget. The labor costs presented last month remain unchanged.

Mike discussed other changes to this formal budget draft regarding two projects. The bids for the DCS software upgrades project came in last Friday and the cost will be approximately \$450,000, or \$100,000 more than the estimated \$350,000 in the initial budget preview. The ammonia risk reduction project, estimated at a total cost of \$600,000, was also discussed. Mike noted that a Black & Veatch study recommends enclosing the tank and/or other options. CT2-STIG currently owns the tank with LEC paying its share of tank use each year based on the existing agreement in place with an approximate 15% allocation to STIG and 85% allocation to LEC. The ammonia risk reduction is proposed as a 30 year project. It was noted that the STIG project has an estimated remaining project life of nine years. It was explained that the STIG owners discussed the possibility of LEC paying the full cost of the project initially with STIG repaying LEC for its share as long as it remains in service. Based on 20 year SL depreciation with an annual payment of \$3,106, and transfer of ownership of the tank and equipment to LEC, the thought is this would balance the needs of both sides. It was noted by Martin Caballero that it seems a separate motion would be needed if seeking approval to handle this project's cost allocation differently from how other projects are treated based on the existing agreement.

Chairman Morrow pointed out the other option is to treat the project the same as called for by the existing agreement and to buy-out and/or credit back appropriate costs to STIG at the end of its life. Donna Stevener noted that if the Participants determine to handle this project as outlined in the budget presentation and as requested by STIG, the LEC budget for FY17 will increase by about \$90,000 for this project. Chairman Morrow asked whether any Participants have an objection to or comments about sticking with the existing agreement. Not hearing any objections or comments, it was the consensus that the cost for this project be handled under the existing agreement. George said he likes the idea of sticking with the existing agreement; Martin Caballero agreed.

The maintenance reserve number is up from that presented last month. Instead of a fixed funding stream the amount escalates by 2% each year. It was noted that the Capitol Projects number will increase based on the discussion at the meeting. The presentation concluded with review of the VOM Impact for FY17. Melissa Cadek said that Lodi's preference is levelizing costs year to year.

In light of the draft budget reviewed, discussion resumed about the issue of how to handle the return of over-collected funds for the transmission line project. Chairman Morrow suggested that the matter be brought back at a future meeting in order that Participants have time to review their budgets and discuss it with staff. A special meeting will be scheduled.

#### **14. Other New Business.**

There was no new business.

#### **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, April 11, 2016. The meeting was adjourned at 12:05 p.m.

Submitted by: Linda Stone



**Lodi Energy Center**  
**Project Participant Committee SPECIAL Meeting**  
**March 30, 2016 - MEETING MINUTES**  
Location: Lodi Energy Center  
12745 N. Thornton Rd, Lodi CA 95242  
and by teleconference  
4:00 P.M.

**1. Call Meeting to Order and Roll Call**

The PPC special meeting was called to order at 4:04 p.m. by Chairman George Morrow. He asked that roll be called as listed below.

| <b>PPC Meeting Attendance Summary</b> |                                  |                          |
|---------------------------------------|----------------------------------|--------------------------|
| <b>Participant</b>                    | <b>Attendance</b>                | <b>Particulars / GES</b> |
| Azusa - Morrow                        | Present                          | 2.7857%                  |
| BART - Lloyd                          | Absent                           | 6.6000%                  |
| Biggs - Sorenson                      | Absent                           | 0.2679%                  |
| CDWR - Brown                          | Present                          | 33.5000%                 |
| Gridley - Borges                      | Present                          | 1.9643%                  |
| Healdsburg - Crowley                  | Absent                           | 1.6428%                  |
| Lodi - Cadek                          | Present                          | 9.5000%                  |
| Lompoc - Stassi                       | Present                          | 2.0357%                  |
| MID - Caballero                       | Present                          | 10.7143%                 |
| Plumas-Sierra - Brozo                 | Absent                           | 0.7857%                  |
| PWRPA - Bradley                       | Present                          | 2.6679%                  |
| SVP - Hance                           | Present                          | 25.7500%                 |
| Ukiah - Grandi                        | Absent                           | 1.7857%                  |
| <b>Summary</b>                        |                                  |                          |
| Present                               | 8                                | 88.9179%                 |
| Absent                                | 5                                | 11.0821%                 |
| Quorum by #:                          | Yes                              |                          |
| Quorum by GES:                        | Yes                              |                          |
| Meeting Date:                         | March 30, 2016 - Special Meeting |                          |

**Public Forum**

Chairman Morrow 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. No members of the public were present.

**Business Action Item**

**2. Options for Refund of Excess Moneys Collected Regarding Standard Large Generator Interconnection Agreement Upgrade Project with CAISO**

Ken Speer presented a slide listing four options developed by staff as a starting point for the discussion among the Participants. The options listed were:

1. Refund amount directly to Participants ~\$4m
2. Use \$1.1m to repay the operating reserves used to pay for the belly band repairs, refund the remaining \$2.9m to Participants
3. Use \$1.1m to refund the operating reserves used to pay for the belly band repairs, \$2.6m to fund Projects and Maintenance Reserve for 2017 budget (starts July 2016), remaining \$0.3m add to maintenance reserve (reduce future year requirements)
4. Use \$1.1m to refund the operating reserves used to pay for the belly bank repairs, \$2.6m to fund Projects and Maintenance Reserve for 2017 budget (starts July 2016), refund balance of \$0.3m to Participants

Chairman Morrow said Azusa is indifferent as to the various options. Melissa Cadek said for Lodi the desire would be to do at least option 2, with the preference being option 3 or 4. Discussion was had and the group determined to remove option 1. Chairman Morrow began a straw poll to test the preferences of the Participants present. Steve Hance, David Brown and Ray Borges expressed preference for option 2 and Ron Stassi said Lompoc would agree to that option. Martin Caballero expressed MID's preference for option 3 and Melissa Cadek agreed, noting that option 4 would be acceptable also. Martin Caballero made a motion for option 3, with second by Melissa Cadek. Further discussion was had; in response to a question Melissa Cadek indicated that application to the GOR account really does not work for Lodi. The option 3 motion was amended to provide that the sum of \$339,771 shall be credited on the July 2016 ARB. The LEC PPC considered the following motion:

**Date:** 3/30/2016

**Motion:** The PPC approves 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 sum of \$1,100,000 shall be applied to the LEC Operating Reserve to replenish the funds used for the February 2016 forced outage belly band repair; (2) the sum of \$2,600,000 shall be applied to Projects and Maintenance Reserve for the FY2017 budget (starts July 2016); and the sum of \$339,771 shall be credited on the July 2016 ARB.

**Moved by:** Lodi  
**Seconded by:** MID

Discussion continued. Chairman Morrow asked the additional Participants their preferences in order of priority in an attempt to ascertain the likelihood of a consensus among the group. David Brown indicated that although CDWR would prefer option 2, in the interests of compromise CDWR is agreeable with the motion. Chairman Morrow called for the vote, as follows.

| Vote Summary on Motion |        |                   |
|------------------------|--------|-------------------|
| Participant            | Vote   | Particulars / GES |
| Azusa                  | Yes    | 2.7857%           |
| BART                   | Absent | 6.6000%           |
| Biggs                  | Absent | 0.2679%           |
| CDWR                   | Yes    | 33.5000%          |

|                      |                |          |
|----------------------|----------------|----------|
| Gridley              | Yes            | 1.9643%  |
| Healdsburg           | Absent         | 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%  |
|                      |                |          |
| <b>Vote Summary</b>  |                |          |
| Total Ayes           | 8              | 88.9179% |
| Total Noes           | 0              | 0.0000%  |
| Total Abstain        | 0              | 0.0000%  |
| Total Absent         | 5              | 11.0821% |
| Result:              | Motion passed. |          |

Donna Stevener thanked the Participants for their time participating in the special meeting today as this action will impact preparation of the final FY17 budget document.

### **Adjournment.**

Chairman Morrow adjourned the special meeting at 4:23 p.m.

Submitted by: Linda Stone



12745 N. Thornton Road  
Lodi, CA 95242

phone (209) 333-6370  
fax (209) 333-6374  
web [www.ncpa.com](http://www.ncpa.com)

## **Lodi Energy Center Project Participant Committee Operational Report**

**Agenda Item No.: 3**

---

**Date:** 4/11/2016  
**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 (3/1/16 – 3/2/16)** – 28 Hours were incurred at the beginning of March from the February forced outage 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:**

- 2017 May - Steam Turbine Limited Overhaul (Steam Turbine Bearing Inspection, Steam Turbine Valve Inspection, Alignments, etc.)

**Generating Unit Statistics:**

LEC

**Report****Date:**

Start Date 3/1/2016

End Date 4/1/2016

1. Monthly Production 91,571 MWH
2. Productivity Factor
- a. Service Hours 470 Hours
- b. Service Factor 63.24 %
- c. Capacity Factor @ 280MW Pmax 44.02 %
- d. Capacity Factor @ 302MW Pmax 40.81 %
3. Equivalent Operating Availability (EOA) 96.23 %
4. Forced Outage Rate (FOR)
- a. Combustion Turbine Generator 5.62 %
- b. Steam Turbine Generator 5.62 %
5. Heat Rate Deviation (HRD)
- a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

| MW Range |           | Average HR<br>BTU/kW-Hr | PMOA HR<br>BTU/kW-Hr | Deviation<br>% | Production<br>MWH | Cost<br>\$       |
|----------|-----------|-------------------------|----------------------|----------------|-------------------|------------------|
| Seg. 1   | 296 - 302 | 6,850                   | 6850                 | 0.00%          | 0                 | \$0              |
| Seg. 2   | 284 - 296 | 6,956                   | 6870                 | 1.26%          | 1,561             | \$540            |
| Seg. 3   | 275 - 284 | 7,007                   | 6971                 | 0.51%          | 1,908             | \$273            |
| Seg. 4   | 250 - 275 | 7,024                   | 7081                 | -0.81%         | 7,669             | -\$1,758         |
| Seg. 5   | 225 - 250 | 7,101                   | 7130                 | -0.41%         | 7,560             | -\$883           |
| Seg. 6   | 200 - 225 | 7,220                   | 7315                 | -1.30%         | 9,901             | -\$3,764         |
| Seg. 7   | 175 - 225 | 7,369                   | 7711                 | -4.43%         | 45,756            | -\$62,569        |
| Seg. 8   | 165 - 175 | 7,670                   | 7856                 | -2.36%         | 15,297            | -\$11,363        |
|          |           |                         |                      |                | <b>89,652</b>     | <b>-\$79,524</b> |

## 6. AGC Control Deviation

| MW Range |           | High Dev<br>MWH | Low Dev<br>MWH | Absolute Dev<br>MWH | Cost<br>\$      |
|----------|-----------|-----------------|----------------|---------------------|-----------------|
| Seg. 1   | 296 - 302 | 0               | 0              | 0                   | \$0             |
| Seg. 2   | 284 - 296 | 5               | -3             | 9                   | \$239           |
| Seg. 3   | 275 - 284 | 6               | -10            | 16                  | \$440           |
| Seg. 4   | 250 - 275 | 35              | -15            | 50                  | \$1,393         |
| Seg. 5   | 225 - 250 | 41              | -25            | 66                  | \$1,865         |
| Seg. 6   | 200 - 225 | 56              | -41            | 96                  | \$2,776         |
| Seg. 7   | 175 - 225 | 278             | -107           | 386                 | \$11,374        |
| Seg. 8   | 165 - 175 | 76              | -35            | 111                 | \$3,398         |
|          |           | <b>497</b>      | <b>-236</b>    | <b>732</b>          | <b>\$21,485</b> |

## 7. Starting Reliability

| Start Type                         | Hot Starts      | Warm Starts     | Cold Starts     |
|------------------------------------|-----------------|-----------------|-----------------|
| Number of Starts                   | 5               | 1               | 2               |
| Start Time Benchmark (Minutes)     | 85              | 160             | 235             |
| Start Time Actual (Average Minute) | 87.2            | 189.0           | 177.5           |
| Start Time Deviation (%)           | 2.6%            | 18.1%           | -24.5%          |
| Start Fuel Benchmark PMOA (mmBTU)  | 1,967           | 5,200           | 5,430           |
| Start Fuel Actual (Average mmBTU)  | 1,617           | 3,633           | 3,573           |
| Fuel Deviation                     | -17.8%          | -30.1%          | -34.2%          |
| Costs of Fuel Deviations (\$)      | <b>-\$1,402</b> | <b>-\$6,268</b> | <b>-\$7,429</b> |

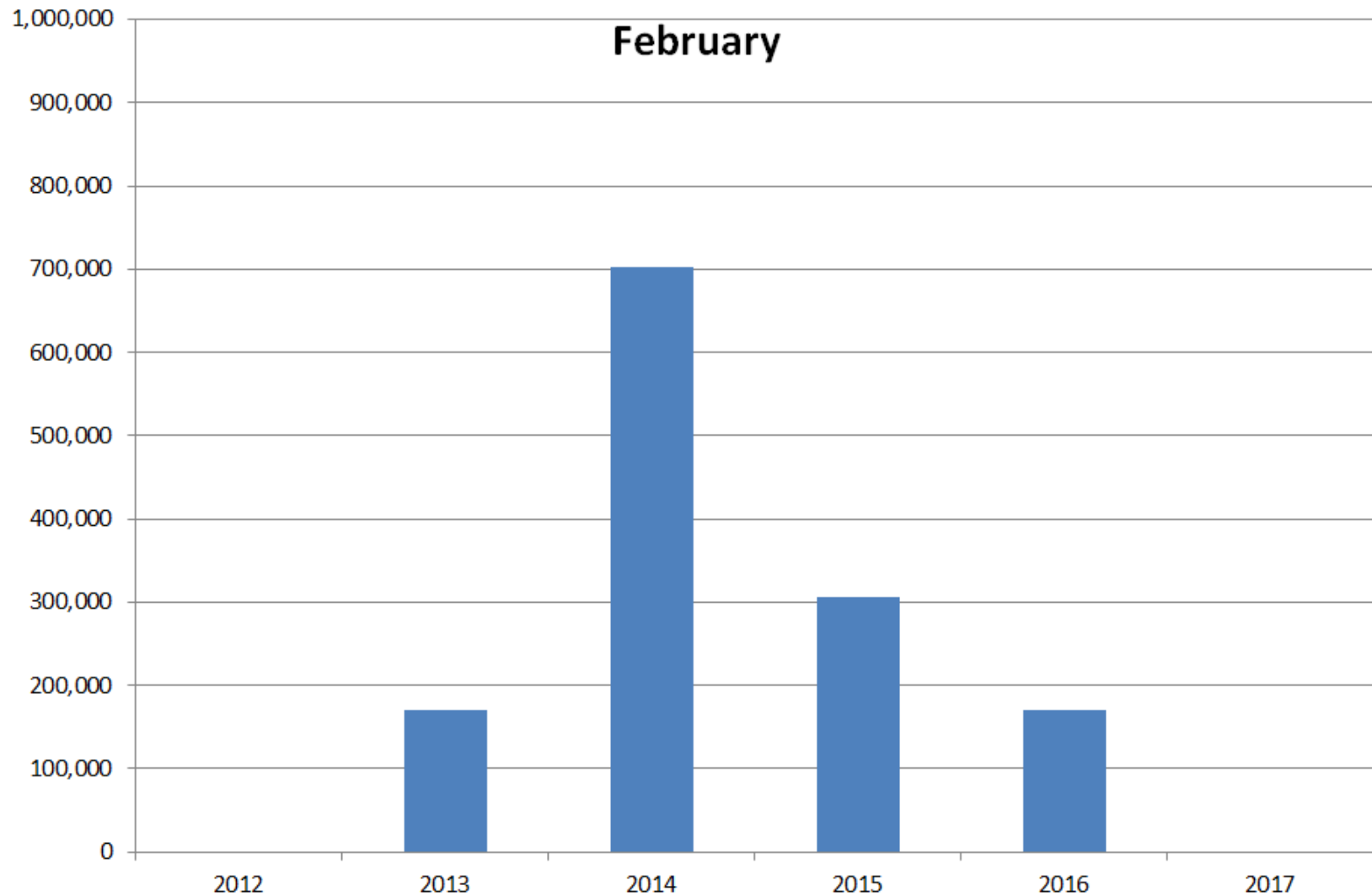
**Definitions:**

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 =  $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$

# February Asset Report

|                 | Most Recent |              |              | Above / (below)       | Percent Difference |                               |
|-----------------|-------------|--------------|--------------|-----------------------|--------------------|-------------------------------|
|                 | Actual      | Forecast     | Budget       | Forecast              | Above / (below)    |                               |
| Revenue         | 796,888     | 926,967      | 7,170,524    | (130,079)             | -14%               | Feb Outage, soft energy price |
| VOM             | 747,598     | 712,543      | 6,598,829    | 35,056                | 5%                 |                               |
| Fixed           | 1,109,160   | 994,261      | 824,797      | 114,899               | 12%                | February Outage               |
| Projects        | 150,417     | 150,000      | 257,299      | 417                   | 0%                 |                               |
| A&G             | 146,118     | 148,000      | 191,174      | (1,882)               | -1%                |                               |
| Debt            | 2,203,974   | 2,203,414    | 2,203,414    | 560                   | 0.03%              |                               |
| Net Cost        | (3,560,380) | (3,281,251)  | (2,904,990)  | (279,129)             | 9%                 |                               |
|                 |             |              |              |                       |                    |                               |
| Net Annual Cost |             | (38,959,728) | (37,696,301) | (\$1,263,427)         |                    |                               |
|                 |             |              |              | Above budget by 3.35% |                    |                               |

# Historical Margins





Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 03/28/2016

|                                      | July          | August        | September     | October       | November      | December      | January       | February      | March         | April         | May           | June          | Year           | FY2016<br>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     | 747,598       | 2,823,824     | 2,808,454     | 1,262,412     | 1,677,361     | 38,973,764     | 62,690,607       | 62.2%                 |                                             |
| Capacity Factor                      | 49%           | 66%           | 65%           | 80%           | 37%           | 65%           | 94%           | 14%           | 49%           | 40%           | 26%           | 26%           | 51%            | 58%              | 88.0%                 | February outage                             |
| Fuel Consumed (mmBTU, estimated)     | 747,890       | 978,039       | 935,044       | 1,181,040     | 545,582       | 948,622       | 1,375,224     | 196,223       | 718,607       | 576,465       | 390,891       | 379,046       | 8,972,673      | 10,997,634       | 81.6%                 |                                             |
| Avg Fuel Cost (\$/mmBTU)             | 3.51          | 3.47          | 3.40          | 3.17          | 3.02          | 2.89          | 3.54          | 2.66          | 3.00          | 2.30          | 2.30          | 2.40          | 3.12           | 4.53             | 68.9%                 |                                             |
| Power Produced (MWHr, estimated)     | 103,885       | 137,264       | 131,608       | 165,738       | 75,231        | 131,781       | 196,018       | 27,161        | 101,212       | 81,192        | 55,055        | 53,387        | 1,259,532      | 1,605,494        | 78.5%                 |                                             |
| Avg Power Price (\$/MWHr)            | 37.27         | 34.97         | 35.72         | 34.27         | 32.46         | 31.99         | 35.08         | 29.34         | 30.00         | 24.00         | 25.00         | 28.00         | 32.74          | 40.64            | 80.6%                 |                                             |
| Operations / Variable / LTSA         | 1,784         | 195,973       | 174,895       | 991,960       | 106,254       | 62,344        | 941,730       | 76,070        | 117,406       | 1,040,898     | 63,864        | 477,227       | 4,250,405      | 4,844,522        | 87.7%                 |                                             |
| Fuel (estimated)                     | 2,623,866     | 3,394,919     | 3,177,971     | 3,742,910     | 1,649,422     | 2,738,963     | 4,863,110     | 521,899       | 2,155,822     | 1,325,870     | 899,049       | 909,710       | 28,003,512     | 49,851,535       | 56.2%                 |                                             |
| AB32 GHG Offset (estimated)          | 505,745       | 662,253       | 634,083       | 807,297       | 374,366       | 648,652       | 950,428       | 138,113       | 506,062       | 405,962       | 275,275       | 266,934       | 6,175,169      | 7,337,261        | 84.2%                 |                                             |
| CA ISO Charges (estimated)           | 44,919        | 58,449        | 56,660        | 70,899        | 33,989        | 56,875        | 83,399        | 11,516        | 44,533        | 35,725        | 24,224        | 23,490        | 544,678        | 657,289          | 82.9%                 |                                             |
| Routine O&M (Fixed)                  | 622,385       | 812,271       | 831,659       | 825,894       | 669,583       | 1,421,200     | 753,123       | 1,099,480     | 763,587       | 763,587       | 1,203,496     | 731,921       | 10,498,186     | 10,217,618       | 102.7%                |                                             |
| Maintenance / Fixed                  | 36,849        | 201,799       | 232,387       | 306,008       | 91,062        | 272,935       | 185,786       | 413,614       | 139,091       | 139,091       | 474,000       | 139,091       | 2,631,714      | 1,780,003        | 147.8%                | February Outage, HRSG, Rental, Aux Pwr, H2O |
| 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         | 12,916        | 13,856        | 13,856        | 13,856        | 13,856        | 192,879        | 235,000          | 82.1%                 |                                             |
| Inventory Stock                      | 0             | 0             | 53,287        | 10,320        | 25,021        | 0             | 22,859        | 33,333        | 65,000        | 65,000        | 60,000        | 33,334        | 368,154        | 400,000          | 92.0%                 |                                             |
| Labor                                | 365,086       | 316,135       | 321,097       | 299,585       | 330,095       | 330,095       | 330,095       | 365,085       | 340,000       | 340,000       | 450,000       | 340,000       | 4,127,273      | 4,381,034        | 94.2%                 |                                             |
| Insurance                            | 0             | 0             | 0             | 0             | 13,855        | 606,709       | 0             | 68,332        | 0             | 0             | 0             | 0             | 688,896        | 820,000          | 84.0%                 |                                             |
| 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         | 3,822         | 3,262         | 3,262         | 3,262         | 3,262         | 61,801         | 56,875           | 108.7%                |                                             |
| Projects                             | 150,000       | 210,039       | 167,177       | 220,190       | 159,020       | 177,883       | 150,000       | 150,417       | 420,740       | 245,000       | 370,000       | 150,000       | 2,570,466      | 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             | 417           | 150,000       | 0             | 220,000       | 0             | 422,437        | 782,849          | 54.0%                 |                                             |
| A&G                                  | 116,700       | 172,728       | 126,784       | 146,530       | 174,752       | 138,216       | 249,493       | 146,118       | 148,000       | 148,000       | 148,000       | 575,000       | 2,290,321      | 2,294,095        | 99.8%                 |                                             |
| Administrative & General (Allocated) | 102,664       | 156,924       | 111,298       | 125,547       | 153,586       | 120,305       | 234,012       | 127,529       | 130,000       | 130,000       | 130,000       | 385,000       | 1,906,865      | 1,905,505        | 100.1%                |                                             |
| Generation Services Shared           | 14,036        | 15,804        | 15,486        | 20,983        | 21,166        | 17,911        | 15,481        | 18,589        | 18,000        | 18,000        | 18,000        | 190,000       | 383,456        | 388,590          | 98.7%                 |                                             |
| 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     | 2,143,613     | 4,156,151     | 3,965,041     | 2,983,908     | 3,134,282     | 54,332,737     | 78,156,909       | 69.5%                 |                                             |
| Debt Service                         | 2,203,974     | 2,203,974     | 2,203,974     | 2,203,974     | 2,203,974     | 2,203,974     | 2,203,974     | 2,203,974     | 2,203,414     | 2,203,414     | 2,203,414     | 2,203,414     | 26,445,448     | 26,441,024       | 100.0%                |                                             |
| Revenues                             | 3,887,446     | 4,833,235     | 4,700,555     | 5,680,284     | 2,441,755     | 4,215,137     | 6,876,895     | 796,888       | 3,168,888     | 2,081,133     | 1,508,894     | 1,627,346     | 41,818,456     | 66,901,632       | 62.5%                 |                                             |
| 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     | 796,873       | 3,036,370     | 1,948,615     | 1,376,376     | 1,494,828     | 41,238,431     | 65,240,921       | 63.2%                 | February Outage, weak revenue               |
| Other Income                         | 16,160        | 33,608        | 170           | 0             | 0             | 0             | 0             | 15            | 132,518       | 132,518       | 132,518       | 132,518       | 580,025        | 1,660,711        |                       |                                             |
| Net                                  | (\$2,381,927) | (\$2,877,371) | (\$2,672,647) | (\$3,329,371) | (\$2,929,605) | (\$3,232,970) | (\$3,318,362) | (\$3,550,700) | (\$3,190,677) | (\$4,087,322) | (\$3,678,428) | (\$3,710,350) | (\$38,959,728) | (\$37,696,301)   | Above budget by 3.35% |                                             |



651 Commerce Drive  
Roseville, CA 95678

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

# LEC Treasurer's Report

AGENDA ITEM NO.: 7

**Date:** April 11, 2016

**To:** LEC Project Participant Committee

**Subject:** Treasurer's Report for the Month Ended March 31, 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 \$42,017.

Investments - The carrying value of the LEC's investment portfolio totaled \$37,016,024 at month end. The current market value of the portfolio totaled \$37,053,914.

The overall portfolio had a combined weighted average interest rate of 0.904% with a bond equivalent yield (yield to maturity) of 0.866%. 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 decreased 10 basis points (from 0.33% to 0.23%) and rates on one year T-Bills increased 6 basis points (from 0.56% to 0.62%).

To the best of my knowledge and belief, all securities held by LEC as of March 31, 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**

**MARCH 31, 2016**

### **TABLE OF CONTENTS**

|                                       | <b><u>PAGE</u></b> |
|---------------------------------------|--------------------|
| <b>CASH &amp; INVESTMENT BALANCE</b>  | <b>1</b>           |
| <b>CASH ACTIVITY SUMMARY</b>          | <b>2</b>           |
| <b>INVESTMENT ACTIVITY SUMMARY</b>    | <b>3</b>           |
| <b>INTEREST RATE/YIELD ANALYSIS</b>   | <b>4</b>           |
| <b>INVESTMENT MATURITIES ANALYSIS</b> | <b>5</b>           |
| <b>DETAIL REPORT OF INVESTMENTS</b>   | <b>APPENDIX</b>    |

Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
March 31, 2016

|                                          | CASH             | INVESTMENTS          | TOTAL                | PERCENT        | INVESTMENTS<br>at MARKET |
|------------------------------------------|------------------|----------------------|----------------------|----------------|--------------------------|
| <b>MANDATORY FUNDS</b>                   |                  |                      |                      |                |                          |
| Debt Service Account                     | -                | 13,687,685           | 13,687,685           | 36.94%         | 13,689,231               |
| Debt Service Reserve                     | -                | 11,883,124           | 11,883,124           | 32.07%         | 11,893,972               |
| O & M Reserve                            | -                | 11,374,082           | 11,374,082           | 30.69%         | 11,399,578               |
|                                          | -                | 36,944,891           | 36,944,891           | 99.69%         | 36,982,781               |
| <b>ADDITIONAL PROJECT FUNDS</b>          |                  |                      |                      |                |                          |
| GHG Cash Account                         | -                | 71,132               | 71,132               | 0.19%          | 71,132                   |
| Transmission Upgrade Escrow <sup>1</sup> | 42,017           |                      | 42,017               | 0.11%          |                          |
| Participant Deposit Account              | -                | 1                    | 1                    | 0.00%          | 1                        |
|                                          | <u>\$ 42,017</u> | <u>\$ 37,016,024</u> | <u>\$ 37,058,041</u> | <u>100.00%</u> | <u>\$ 37,053,914</u>     |

NOTE A -Investment amounts shown at book carrying value.

<sup>1</sup> Amount held in escrow

Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash Activity Summary  
March 31, 2016

|                                          | RECEIPTS    |                      |                         | EXPENDITURES          |                         |                                  | CASH                     |
|------------------------------------------|-------------|----------------------|-------------------------|-----------------------|-------------------------|----------------------------------|--------------------------|
|                                          | OPS/CONSTR  | INTEREST<br>(NOTE B) | INVESTMENTS<br>(NOTE A) | OPS/CONSTR            | INVESTMENTS<br>(NOTE B) | INTER-COMPANY/<br>FUND TRANSFERS | INCREASE /<br>(DECREASE) |
| <b>MANDATORY FUNDS</b>                   |             |                      |                         |                       |                         |                                  |                          |
| Debt Service Account                     | \$ -        | \$ 6                 | \$ -                    | \$ -                  | \$ (2,202,688)          | \$ 2,202,682                     | \$ -                     |
| Debt Service Reserve                     | -           | 270                  | -                       | -                     | (270)                   | -                                | -                        |
| O & M Reserve                            | -           | 52,200               | -                       | -                     | (52,200)                | -                                | -                        |
|                                          | -           | 52,476               | -                       | -                     | (2,255,158)             | 2,202,682                        | -                        |
| <b>ADDITIONAL PROJECT FUNDS</b>          |             |                      |                         |                       |                         |                                  |                          |
| GHG Cash Account                         | -           | -                    | -                       | -                     | -                       | -                                | -                        |
| Transmission Upgrade Escrow <sup>1</sup> | -           | 109                  | -                       | (1,351,521)           | -                       | -                                | (1,351,412)              |
| Participant Deposit Account              | -           | -                    | -                       | -                     | -                       | -                                | -                        |
|                                          | -           | -                    | -                       | -                     | -                       | -                                | -                        |
| <b>TOTAL</b>                             | <b>\$ -</b> | <b>\$ 52,585</b>     | <b>\$ -</b>             | <b>\$ (1,351,521)</b> | <b>\$ (2,255,158)</b>   | <b>\$ 2,202,682</b>              | <b>\$ (1,351,412)</b>    |

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

<sup>1</sup> Amount held in escrow

Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
March 31, 2016

|                                 | PURCHASED           | SOLD OR<br>MATURED | (NON-CASH)<br>DISC/(PREM)<br>AMORT | (NON-CASH)<br>GAIN/(LOSS)<br>ON SALE | INVESTMENTS<br>TRANSFERS | INCREASE /<br>(DECREASE) |
|---------------------------------|---------------------|--------------------|------------------------------------|--------------------------------------|--------------------------|--------------------------|
| <b>MANDATORY FUNDS</b>          |                     |                    |                                    |                                      |                          |                          |
| Debt Service Account            | 2,202,687           | -                  | 3,483                              | -                                    | -                        | 2,206,170                |
| Debt Service Reserve            | 270                 | -                  | (50)                               | -                                    | -                        | 220                      |
| O & M Reserve                   | 52,200              | -                  | (1,562)                            | -                                    | -                        | 50,638                   |
|                                 | <u>2,255,157</u>    | <u>-</u>           | <u>1,871</u>                       | <u>-</u>                             | <u>-</u>                 | <u>2,257,028</u>         |
| <b>ADDITIONAL PROJECT FUNDS</b> |                     |                    |                                    |                                      |                          |                          |
| GHG Cash Account                |                     | -                  | -                                  | -                                    | -                        | -                        |
| Participant Deposit Acct.       |                     | -                  | -                                  | -                                    | -                        | -                        |
| <b>TOTAL</b>                    | <u>\$ 2,255,157</u> | <u>\$ -</u>        | <u>\$ 1,871</u>                    | <u>\$ -</u>                          | <u>\$ -</u>              | <u>\$ 2,257,028</u>      |

Less Non- Cash Activity

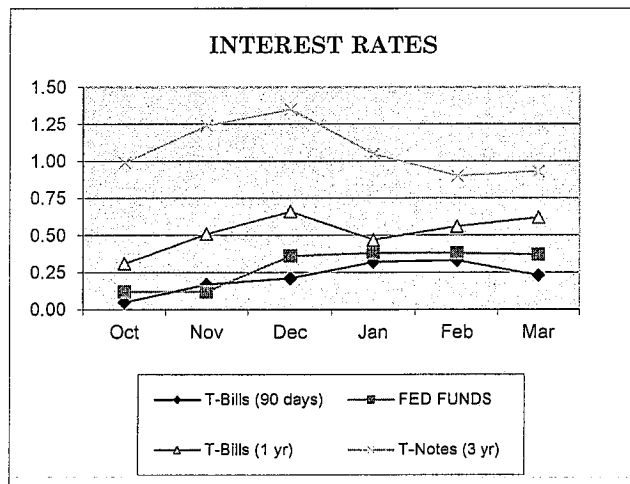
|                                                     |                     |
|-----------------------------------------------------|---------------------|
| Disc/(Prem) Amortization & Gain/(Loss) on Sale      | (1,871)             |
| Net Change in Investment --Before Non-Cash Activity | <u>\$ 2,255,157</u> |

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
March 31, 2016**

|                         | <b>WEIGHTED<br/>AVERAGE<br/>INTEREST<br/>RATE</b> | <b>BOND<br/>EQUIVALENT<br/>YIELD</b> |
|-------------------------|---------------------------------------------------|--------------------------------------|
| <b>OVERALL COMBINED</b> | <u><u>0.904%</u></u>                              | <u><u>0.866%</u></u>                 |
| Debt Service Account    | 0.340%                                            | 0.345%                               |
| Debt Service Reserve    | 1.003%                                            | 1.039%                               |
| O & M Reserve           | 1.485%                                            | 1.313%                               |
| GHG Cash Account        | 0.367%                                            | 0.367%                               |

| <b>KEY INTEREST RATES</b> |                |                       |
|---------------------------|----------------|-----------------------|
|                           | <b>CURRENT</b> | <b>PRIOR<br/>YEAR</b> |
| Fed Fds (Ovrnight)        | 0.37%          | 0.12%                 |
| T-Bills (90da.)           | 0.23%          | 0.03%                 |
| Agency Disc (90da.)       | 0.30%          | 0.06%                 |
| T-Bills (1yr.)            | 0.62%          | 0.26%                 |
| Agency Disc (1yr.)        | 0.55%          | 0.27%                 |
| T-Notes (3yr.)            | 0.93%          | 0.94%                 |



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
March 31, 2016**

| Type                       | 0-7<br>Days | 8-90<br>Days | 91-180<br>Days | 181-270<br>Days | 271-365<br>Days | 1-5<br>Years | 6-10<br>Years | Total    | Percent |
|----------------------------|-------------|--------------|----------------|-----------------|-----------------|--------------|---------------|----------|---------|
| US Government Agencies     | \$0         | \$13,693     | \$0            | \$0             | \$0             | \$17,390     | \$0           | \$31,083 | 84.08%  |
| US Bank Trust Money Market | 3,427       |              |                |                 |                 |              |               | 3,427    | 9.27%   |
| Commercial Paper           |             |              |                |                 |                 |              |               | 0        | 0.00%   |
| Investment Trusts (LAIF)   | 2,378       |              |                |                 |                 |              |               | 2,378    | 6.43%   |
| U.S.Treasury Market Acct.  | 80          |              |                |                 |                 |              |               | 80       | 0.22%   |
| U.S.Treasury Bill          |             |              |                |                 |                 |              |               | 0        | 0.00%   |
| Certificates of Deposit    |             |              |                |                 |                 |              |               | 0        | 0.00%   |
| Total Dollars              | \$5,885     | \$13,693     | \$0            | \$0             | \$0             | \$17,390     | \$0           | \$36,968 | 100.00% |
| Total Percents             | 15.92%      | 37.04%       | 0.00%          | 0.00%           | 0.00%           | 47.04%       | 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  
03/31/2016

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                 | 59           | 0.100         | 07/01/2013    | 59              |               | 1                | 0.100             | 59           | SYS79003  | 79003        | 59             |
| Federal Home Loan Ba   | USBT                | 695,000      | 0.520         | 12/24/2015    | 693,474         | 05/24/2016    | 53               | 0.528             | 694,736      | 313384XF1 | 26288        | 694,468        |
| Federal Home Loan Ba   | USBT                | 2,560,000    | 0.240         | 12/02/2015    | 2,556,979       | 05/27/2016    | 56               | 0.243             | 2,558,976    | 313384XJ3 | 26278        | 2,559,044      |
| Federal Home Loan Ba   | USBT                | 695,000      | 0.381         | 02/26/2016    | 694,331         | 05/27/2016    | 56               | 0.386             | 694,722      | 313384XJ3 | 26310        | 694,588        |
| Federal Home Loan Ba   | USBT                | 694,000      | 0.304         | 03/29/2016    | 693,653         | 05/27/2016    | 56               | 0.309             | 693,722      | 313384XJ3 | 26318        | 693,671        |
| Federal National Mtg   | USBT                | 694,000      | 0.360         | 01/27/2016    | 693,126         | 06/01/2016    | 61               | 0.365             | 693,639      | 313588XP5 | 26296        | 693,577        |
| Fund Total and Average |                     | \$ 5,338,059 | 0.319         |               | \$ 5,331,622    |               | 56               | 0.324             | \$ 5,335,854 |           |              | \$ 5,335,407   |

LEC Issue #1 2010B DS Fund

|                        |      |              |       |            |              |            |    |       |              |           |       |              |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| US Bank Trust          | USB  | 582          | 0.100 | 07/01/2013 | 582          |            | 1  | 0.100 | 582          | SYS79004  | 79004 | 582          |
| Federal Home Loan Ba   | USBT | 811,000      | 0.520 | 12/24/2015 | 809,219      | 05/24/2016 | 53 | 0.528 | 810,692      | 313384XF1 | 26289 | 810,379      |
| Federal Home Loan Ba   | USBT | 727,000      | 0.381 | 02/26/2016 | 726,300      | 05/27/2016 | 56 | 0.386 | 726,709      | 313384XJ3 | 26311 | 726,569      |
| Federal Home Loan Ba   | USBT | 726,000      | 0.305 | 03/29/2016 | 725,637      | 05/27/2016 | 56 | 0.309 | 725,710      | 313384XJ3 | 26319 | 725,656      |
| Federal National Mtg   | USBT | 727,000      | 0.360 | 01/27/2016 | 726,084      | 06/01/2016 | 61 | 0.365 | 726,622      | 313588XP5 | 26298 | 726,557      |
| Fund Total and Average |      | \$ 2,991,582 | 0.395 |            | \$ 2,987,822 |            | 56 | 0.401 | \$ 2,990,315 |           |       | \$ 2,989,743 |

LEC Issue #2 2010A DS Fund

|                        |      |              |       |            |              |            |    |       |              |           |       |              |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| US Bank Trust          | USB  | 804          | 0.100 | 07/01/2013 | 804          |            | 1  | 0.100 | 804          | SYS79011  | 79011 | 804          |
| Federal Home Loan Ba   | USBT | 436,000      | 0.519 | 12/24/2015 | 435,043      | 05/24/2016 | 53 | 0.528 | 435,834      | 313384XF1 | 26290 | 435,666      |
| Federal Home Loan Ba   | USBT | 2,188,000    | 0.240 | 12/02/2015 | 2,185,418    | 05/27/2016 | 56 | 0.243 | 2,187,125    | 313384XJ3 | 26279 | 2,187,183    |
| Federal Home Loan Ba   | USBT | 435,000      | 0.381 | 02/26/2016 | 434,581      | 05/27/2016 | 56 | 0.386 | 434,826      | 313384XJ3 | 26312 | 434,742      |
| Federal Home Loan Ba   | USBT | 434,000      | 0.305 | 03/29/2016 | 433,783      | 05/27/2016 | 56 | 0.309 | 433,826      | 313384XJ3 | 26320 | 433,794      |
| Federal National Mtg   | USBT | 434,000      | 0.360 | 01/27/2016 | 433,453      | 06/01/2016 | 61 | 0.365 | 433,774      | 313588XP5 | 26297 | 433,735      |
| Fund Total and Average |      | \$ 3,927,804 | 0.307 |            | \$ 3,923,082 |            | 56 | 0.312 | \$ 3,926,189 |           |       | \$ 3,925,924 |

LEC Issue #2 2010B DS Fund

|                        |      |              |       |            |              |            |    |       |              |           |       |              |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| US Bank Trust          | USB  | 489          | 0.100 | 07/01/2013 | 489          |            | 1  | 0.100 | 489          | SYS79012  | 79012 | 489          |
| Federal Home Loan Ba   | USBT | 349,000      | 0.520 | 12/24/2015 | 348,234      | 05/24/2016 | 53 | 0.528 | 348,867      | 313384XF1 | 26291 | 348,733      |
| Federal Home Loan Ba   | USBT | 349,000      | 0.381 | 02/26/2016 | 348,664      | 05/27/2016 | 56 | 0.386 | 348,860      | 313384XJ3 | 26313 | 348,793      |
| Federal Home Loan Ba   | USBT | 349,000      | 0.304 | 03/29/2016 | 348,826      | 05/27/2016 | 56 | 0.309 | 348,860      | 313384XJ3 | 26321 | 348,834      |
| Federal National Mtg   | USBT | 390,000      | 0.360 | 01/27/2016 | 389,509      | 06/01/2016 | 61 | 0.365 | 389,797      | 313588XP5 | 26299 | 389,762      |
| Fund Total and Average |      | \$ 1,437,489 | 0.390 |            | \$ 1,435,722 |            | 57 | 0.396 | \$ 1,436,873 |           |       | \$ 1,436,611 |

GRAND TOTALS:

\$ 13,694,934 0.340

\$ 13,678,248

56

0.345

\$ 13,689,231.

\$ 13,687,685

\*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 03/31/2016



Northern California Power Agency  
Treasurer's Report  
03/31/2016

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                 | 76,762       | 0.100         | 07/01/2013    | 76,762          |               | 1                | 0.100             | 76,762       | SYS79005  | 79005        | 76,762         |
| Federal National Mtg   | USB                 | 4,170,000    | 0.875         | 05/30/2014    | 4,171,960       | 08/28/2017    | 514              | 0.977             | 4,179,383    | 3135GOMZ3 | 26136        | 4,170,851      |
| Federal Farm Credit    | USBT                | 4,287,000    | 1.850         | 06/08/2015    | 4,287,000       | 06/08/2020    | 1,529            | 1.850             | 4,289,315    | 3133EEU65 | 26230        | 4,287,000      |
| Fund Total and Average |                     | \$ 8,533,762 | 1.358         |               | \$ 8,535,722    |               | 1019             | 1.408             | \$ 8,545,460 |           |              | \$ 8,534,613   |

LEC Iss#1 2010B BABS Subs Resv

|                        |     |              |       |            |              |  |   |       |              |          |       |              |
|------------------------|-----|--------------|-------|------------|--------------|--|---|-------|--------------|----------|-------|--------------|
| US Bank Trust          | USB | 2,261,708    | 0.100 | 07/01/2013 | 2,261,708    |  | 1 | 0.100 | 2,261,708    | SYS79006 | 79006 | 2,261,708    |
| Fund Total and Average |     | \$ 2,261,708 | 0.100 |            | \$ 2,261,708 |  | 1 | 0.100 | \$ 2,261,708 |          |       | \$ 2,261,708 |

LEC Issue #2 2010B DSR BABS

|                        |     |               |       |            |               |  |     |       |               |          |       |               |
|------------------------|-----|---------------|-------|------------|---------------|--|-----|-------|---------------|----------|-------|---------------|
| US Bank Trust          | USB | 1,086,804     | 0.100 | 07/01/2013 | 1,086,804     |  | 1   | 0.100 | 1,086,804     | SYS79013 | 79013 | 1,086,804     |
| Fund Total and Average |     | \$ 1,086,804  | 0.100 |            | \$ 1,086,804  |  | 1   | 0.100 | \$ 1,086,804  |          |       | \$ 1,086,804  |
| GRAND TOTALS:          |     | \$ 11,882,274 | 1.003 |            | \$ 11,884,234 |  | 732 | 1.039 | \$ 11,893,972 |          |       | \$ 11,883,125 |

\*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 03/31/2016

Investment # 26230 – FFCB - Callable on 6/8/16, then any time.



Northern California Power Agency  
Treasurer's Report  
03/31/2016

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   |                     | 2,307,335     | 0.367         | 07/01/2013    | 2,307,335       |               | 1                | 0.367             | 2,307,335     | SYS70047  | 70047        | 2,307,335      |
| Union Bank of Califo   | UBOC                | 79,697        | 0.002         | 07/18/2013    | 79,697          |               | 1                | 0.002             | 79,697        | SYS70041  | 70041        | 79,697         |
| Federal National Mtg   | UBOC                | 2,933,000     | 1.875         | 08/28/2015    | 2,998,142       | 02/19/2019    | 1,054            | 1.220             | 3,012,426     | 3135G0ZA4 | 26248        | 2,987,051      |
| Federal Farm Credit    | UBOC                | 6,000,000     | 1.740         | 09/30/2015    | 6,000,000       | 09/30/2020    | 1,643            | 1.740             | 6,000,120     | 3133EFFZ5 | 26260        | 6,000,000      |
| Fund Total and Average |                     | \$ 11,320,032 | 1.485         |               | \$ 11,385,174   |               | 1144             | 1.313             | \$ 11,399,578 |           |              | \$ 11,374,083  |
| GRAND TOTALS:          |                     | \$ 11,320,032 | 1.485         |               | \$ 11,385,174   |               | 1144             | 1.313             | \$ 11,399,578 |           |              | \$ 11,374,083  |

\*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 03/31/2016

Investment # 26260 – FFCB - Callable any time.



Northern California Power Agency  
Treasurer's Report  
03/31/2016

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 03/31/2016



Northern California Power Agency  
Treasurer's Report  
03/31/2016

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                | 0.254             | 1            | SYS70040 | 70040        | 1              |
| Fund Total and Average |                     | \$ 1         | 0.254         |               | \$ 1            |               | 1                | 0.254             | \$ 1         |          |              | \$ 1           |
| GRAND TOTALS:          |                     | \$ 1         | 0.254         |               | \$ 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 03/31/2016



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web [www.ncpa.com](http://www.ncpa.com)

# LEC Financial Reports

AGENDA ITEM NO.: 8

---

**Date:** April 11, 2016

**Subject:** March 31, 2016 Financial Reports (Unaudited)

---



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

|                                          | March                 |                       |
|------------------------------------------|-----------------------|-----------------------|
|                                          | 2016                  | 2015                  |
| <b>ASSETS</b>                            |                       |                       |
| <b>CURRENT ASSETS</b>                    |                       |                       |
| Cash and cash equivalents                | \$ 71,132             | \$ 70,913             |
| Interest receivable                      | 46,410                | 13,490                |
| Inventory and supplies - at average cost | 1,626,386             | 1,434,085             |
| Prepaid insurance                        | 360,919               | -                     |
| Due from (to) Agency, net                | 14,555,360            | 19,678,390            |
| <b>TOTAL CURRENT ASSETS</b>              | <b>16,660,207</b>     | <b>21,196,878</b>     |
| <b>RESTRICTED ASSETS</b>                 |                       |                       |
| Cash and cash equivalents                | 10,548,134            | 13,874,389            |
| Investments                              | 26,384,318            | 22,933,007            |
| Interest receivable                      | 21,006                | 9,413                 |
| <b>TOTAL RESTRICTED ASSETS</b>           | <b>36,953,458</b>     | <b>36,816,809</b>     |
| <b>ELECTRIC PLANT</b>                    |                       |                       |
| Electric plant in service                | 423,412,597           | 423,372,867           |
| Less: accumulated depreciation           | (48,683,919)          | (34,083,639)          |
|                                          | 374,728,678           | 389,289,228           |
| Construction work-in-progress            | 95,332                | 28,604                |
| <b>TOTAL ELECTRIC PLANT</b>              | <b>374,824,010</b>    | <b>389,317,832</b>    |
| <b>OTHER ASSETS</b>                      |                       |                       |
| Regulatory assets                        | 18,235,458            | 15,638,513            |
| <b>TOTAL OTHER ASSETS</b>                | <b>18,235,458</b>     | <b>15,638,513</b>     |
| <b>TOTAL ASSETS</b>                      | <b>\$ 446,673,133</b> | <b>\$ 462,970,032</b> |

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

|                                                 | March                 |                       |
|-------------------------------------------------|-----------------------|-----------------------|
|                                                 | 2016                  | 2015                  |
| <b>LIABILITIES &amp; NET POSITION</b>           |                       |                       |
| <b>CURRENT LIABILITIES</b>                      |                       |                       |
| Accounts and retentions payable                 | \$ 1,557,522          | \$ 4,210,517          |
| Operating reserves                              | 10,629,317            | 12,774,923            |
| Current portion of long-term debt               | 9,480,000             | 9,025,000             |
| Accrued interest payable                        | 5,643,109             | 5,772,651             |
| <b>TOTAL CURRENT LIABILITIES</b>                | <b>27,309,948</b>     | <b>31,783,091</b>     |
| <b>NON-CURRENT LIABILITIES</b>                  |                       |                       |
| Operating reserves and other deposits           | 5,491,198             | 982,027               |
| Long-term debt, net                             | 361,913,198           | 372,138,412           |
| <b>TOTAL NON-CURRENT LIABILITIES</b>            | <b>367,404,396</b>    | <b>373,120,439</b>    |
| <b>TOTAL LIABILITIES</b>                        | <b>394,714,344</b>    | <b>404,903,530</b>    |
| <b>DEFERRED INFLOWS OF RESOURCES</b>            |                       |                       |
| Regulatory credits                              | 43,507,441            | 45,606,894            |
| <b>NET POSITION</b>                             |                       |                       |
| Invested in capital assets, net of related debt | (9,958,267)           | (10,011,739)          |
| Restricted                                      | 13,936,247            | 18,259,909            |
| Unrestricted                                    | 4,473,368             | 4,211,438             |
| <b>TOTAL NET POSITION</b>                       | <b>8,451,348</b>      | <b>12,459,608</b>     |
| <b>TOTAL LIABILITIES AND NET POSITION</b>       | <b>\$ 446,673,133</b> | <b>\$ 462,970,032</b> |

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

|                                        | Nine Months Ended March |                    |
|----------------------------------------|-------------------------|--------------------|
|                                        | 2016                    | 2015               |
| <b>SALES FOR RESALE</b>                |                         |                    |
| Participants                           | \$ 23,292,038           | \$ 20,675,754      |
| Other                                  | 35,980,255              | 55,171,238         |
| <b>TOTAL SALES FOR RESALE</b>          | <b>59,272,293</b>       | <b>75,846,992</b>  |
| <b>OPERATING EXPENSES</b>              |                         |                    |
| Operations                             | 25,705,146              | 42,066,521         |
| Depreciation                           | 10,950,306              | 10,949,284         |
| Purchased power                        | 4,400,994               | -                  |
| Maintenance                            | 5,563,003               | 5,217,336          |
| Administrative and general             | 3,230,460               | 3,490,023          |
| Transmission                           | 456,764                 | 5,458,297          |
| Intercompany (sales) purchases         | 147,890                 | 358,816            |
| <b>TOTAL OPERATING EXPENSES</b>        | <b>50,454,563</b>       | <b>67,540,277</b>  |
| <b>NET OPERATING REVENUES</b>          | <b>8,817,730</b>        | <b>8,306,715</b>   |
| <b>OTHER REVENUES (EXPENSES)</b>       |                         |                    |
| Interest expense                       | (12,177,707)            | (12,351,637)       |
| Interest income                        | 232,236                 | 143,212            |
| Other                                  | 3,787,603               | 3,202,310          |
| <b>TOTAL OTHER REVENUES (EXPENSES)</b> | <b>(8,157,868)</b>      | <b>(9,006,115)</b> |
| <b>FUTURE RECOVERABLE AMOUNTS</b>      | <b>1,844,742</b>        | <b>3,020,365</b>   |
| <b>REFUNDS TO PARTICIPANTS</b>         | <b>1,414,753</b>        | <b>530,855</b>     |
| <b>INCREASE IN NET POSITION</b>        | <b>3,919,357</b>        | <b>2,851,820</b>   |
| <b>NET POSITION</b>                    |                         |                    |
| Beginning of year                      | 4,531,991               | 9,607,788          |
| End of period                          | \$ 8,451,348            | \$ 12,459,608      |

**Lodi Energy Center  
FY 2016 Operating Costs  
As of March 31, 2016**

|                                            | Annual Budget        | Actual               | Remaining            | YTD %<br>Remaining | Notes    |
|--------------------------------------------|----------------------|----------------------|----------------------|--------------------|----------|
| <b>Routine O&amp;M Costs</b>               |                      |                      |                      |                    |          |
| Variable                                   | \$ 4,844,523         | \$ 3,074,282         | \$ 1,770,241         | 37%                | <b>B</b> |
| Fixed                                      | 1,780,003            | 1,927,473            | (147,470)            | -8%                |          |
| Administration                             | 1,316,163            | 888,683              | 427,480              | 32%                |          |
| Mandatory Costs                            | 235,000              | 153,507              | 81,493               | 35%                |          |
| Inventory Stock                            | 400,000              | 151,946              | 248,054              | 62%                |          |
| <b>Routine O&amp;M Costs without Labor</b> | 8,575,689            | 6,195,891            | 2,379,798            | 28%                |          |
| <b>Labor</b>                               | 4,381,034            | 3,037,771            | 1,343,263            | 31%                |          |
| <b>Total Routine O&amp;M Cost</b>          | 12,956,723           | 9,233,662            | 3,723,061            | 29%                |          |
| <b>Other Costs</b>                         |                      |                      |                      |                    |          |
| Fuel                                       | 49,851,536           | 20,966,781           | 28,884,755           | 58%                | <b>D</b> |
| CA ISO Charges                             | 657,289              | 456,764              | 200,525              | 31%                |          |
| CA ISO Purchased Energy                    | -                    | 4,400,994            | (4,400,994)          | N/A                | <b>A</b> |
| Debt Service                               | 26,440,994           | 19,835,764           | 6,605,230            | 25%                |          |
| Insurance                                  | 820,000              | 615,000              | 205,000              | 25%                | <b>C</b> |
| Other Costs                                | 56,875               | 44,933               | 11,942               | 21%                |          |
| Generation Services Shared                 | 388,592              | 159,456              | 229,136              | 59%                |          |
| Administrative & General (Allocated)       | 1,905,508            | 1,264,733            | 640,775              | 34%                |          |
| Power Management Allocated Costs           | 1,228,543            | 921,407              | 307,136              | 25%                |          |
| <b>Total O&amp;M Cost</b>                  | 94,306,060           | 57,899,494           | 36,406,566           | 39%                |          |
| <b>Projects</b>                            |                      |                      |                      |                    |          |
| Operations & Maintenance                   | 371,740              | 133,769              | 237,971              | 64%                |          |
| Capital                                    | 782,849              | 54,767               | 728,082              | 93%                |          |
| Maintenance Reserve                        | 1,800,000            | 1,350,000            | 450,000              | 25%                |          |
| <b>Total Projects</b>                      | 2,954,589            | 1,538,536            | 1,416,053            | 48%                |          |
| <b>Annual Cost</b>                         | 97,260,649           | 59,438,030           | 37,822,619           | 39%                |          |
| <b>Less: Third Party Revenue</b>           |                      |                      |                      |                    |          |
| Interest Income                            | 44,489               | 142,547              | (98,058)             | -220%              | <b>D</b> |
| ISO Energy Sales                           | 67,279,734           | 34,249,291           | 33,030,443           | 49%                |          |
| Ancillary Services Sales                   | 1,616,222            | 1,730,964            | (114,742)            | -7%                |          |
| Other Income                               | -                    | 1,231                | (1,231)              | N/A                |          |
|                                            | 68,940,445           | 36,124,033           | 32,816,412           | 48%                |          |
| <b>Net Annual Cost to Participants</b>     | \$ 28,320,204        | \$ 23,313,997        | \$ 5,006,207         | 18%                |          |
| <b>Total Variable Costs</b>                | 55,353,348           | 24,497,827           | 30,855,521           |                    |          |
| <b>Total Fixed Costs</b>                   | 41,907,301           | 34,940,203           | 6,967,098            |                    |          |
|                                            | <u>\$ 97,260,649</u> | <u>\$ 59,438,030</u> | <u>\$ 37,822,619</u> |                    |          |
| <b>Net Cumulative Generation (MWh)</b>     | 1,605,494            | 961,469              |                      |                    |          |
| <b>Total O&amp;M Cost Per MWh</b>          | \$ 58.74             | \$ 60.22             |                      |                    |          |
| <b>Net Annual Cost Per MWh</b>             | \$ 17.64             | \$ 24.25             |                      |                    |          |

**Footnotes:**

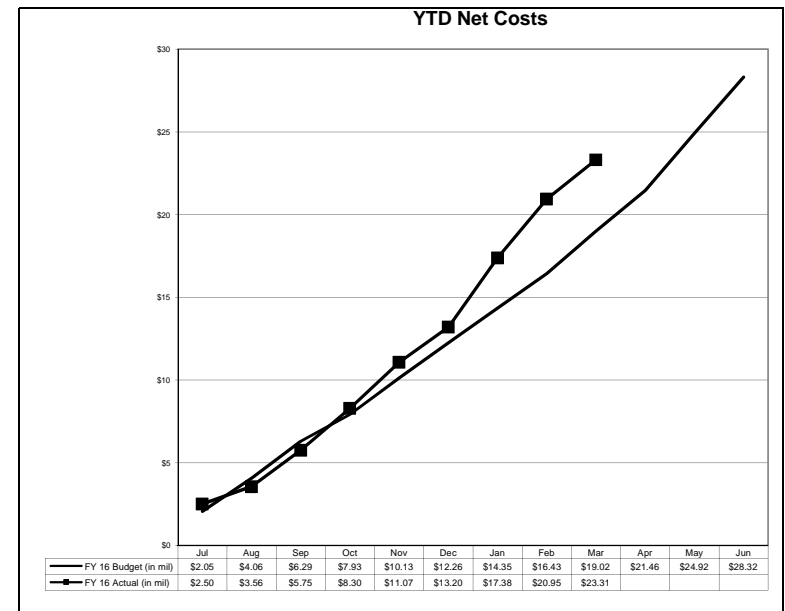
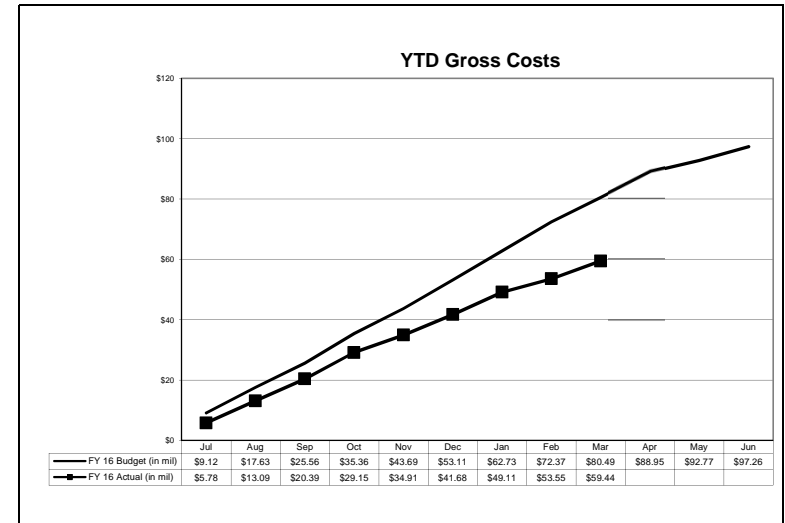
**General** - February payroll is estimated.

**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.

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

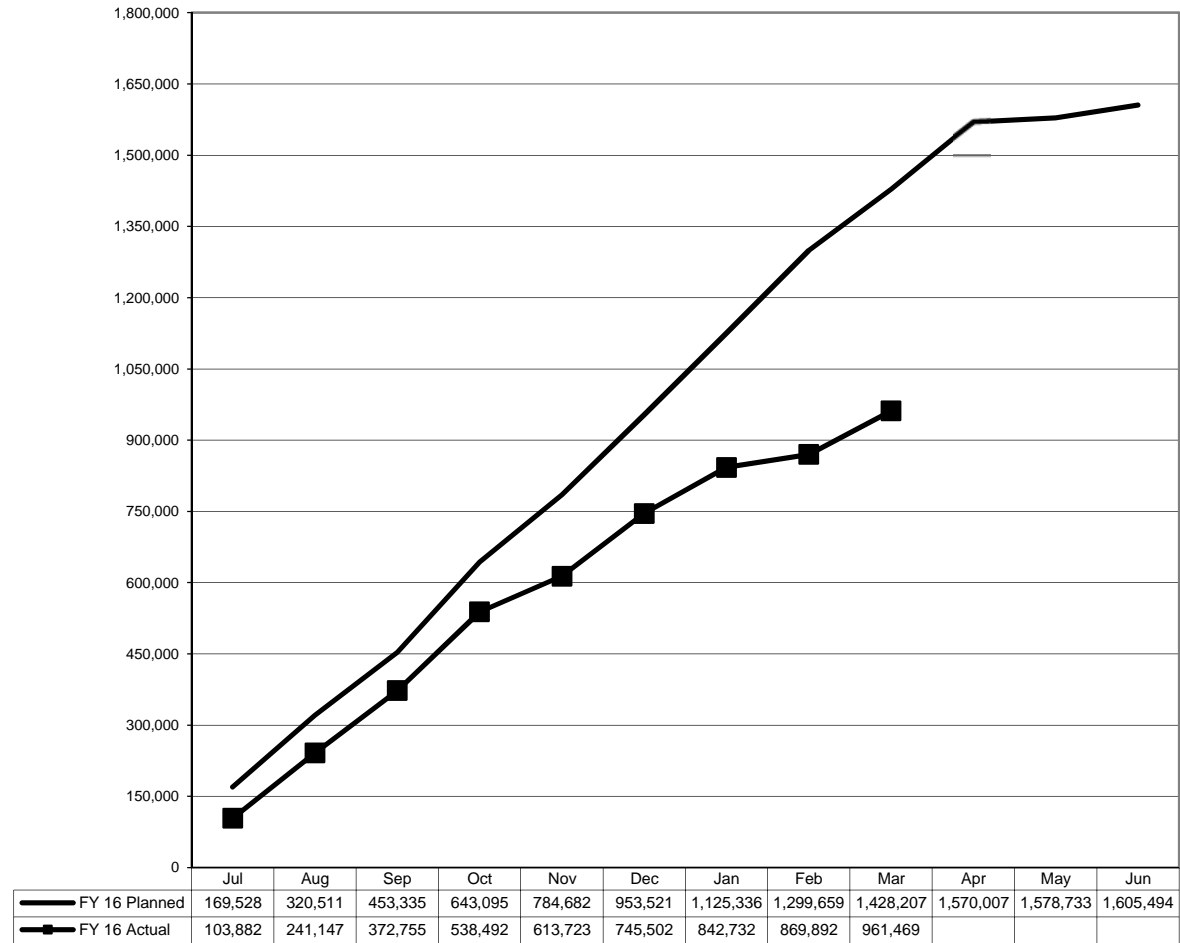
**D** - Lower energy generation, energy sales and fuel purchases primarily due to emergency outage to repair belly band and turbine blades.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2016

In MWh

## Lodi Energy Center





651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web [www.ncpa.com](http://www.ncpa.com)

# LEC GHG Reports

AGENDA ITEM NO.: 9

---

**Date:** April 11, 2016

**Subject:** GHG Reports (excerpted from monthly ARB)

---

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report  
for the Lodi Energy Center

| IDENTIFIER                                                | Actual    |           |          |          |          |           |           |          |           |           |          |          |          | Compliance<br>Year 2013<br>Total |
|-----------------------------------------------------------|-----------|-----------|----------|----------|----------|-----------|-----------|----------|-----------|-----------|----------|----------|----------|----------------------------------|
|                                                           | DECEMBER  | JANUARY   | FEBRUARY | MARCH    | APRIL    | MAY       | JUNE      | JULY     | AUGUST    | SEPTEMBER | OCTOBER  | NOVEMBER | DECEMBER |                                  |
| 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    |                                  |
| 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<br>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<br>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<br>(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<br>Purchases (MT)        | 47,000    | 0         | 0        | 0        | 0        | 0         | 0         | 0        | 0         | 0         | 0        | 0        | 0        | 47,000                           |
| Compliance Instruments Surrendered to<br>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]<br>(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<br>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    | 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<br>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<br>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<br>(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<br>Purchases (MT)        | 0        | 0         | 0        | 0        | 0        | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0                       |
| Compliance Instruments Surrendered to<br>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]<br>(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<br>for the Lodi Energy Center |           |           |           |           |           |           |           |           |           |           |          |                         |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|-------------------------|
|                                                           | Actual                                                                                                 |           |           |           |           |           |           |           |           |           |           |          | Compliance<br>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<br>Transfers (to LEC)   |                                                                                                        |           |           |           |           |           |           |           |           |           |           |          |                         |
| Auction Allowances                                        | 41,342                                                                                                 | 250       | 250,100   | 15,000    | 86,000    | 107,327   | 104,000   | 0         | 0         | 58,201    | 375       | 200      | 662,795                 |
| 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<br>Transfers (MT) | 41,342                                                                                                 | 250       | 250,100   | 15,000    | 86,000    | 107,327   | 104,000   | 0         | 0         | 58,201    | 375       | 200      | 662,795                 |
| NCPA Compliance Instrument Purchases<br>(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<br>Purchases (MT)        | 0                                                                                                      | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0        | 0                       |
| Compliance Instruments Surrendered to<br>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       | 200      | 662,795                 |
| Cumulative MT Account Balance [MTA]<br>(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   | 735,405  | 735,405                 |
| 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) | (92,589) | (92,589)                |

|                                                           | 2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report<br>for the Lodi Energy Center |           |           |           |           |           |                                  |                               |                          |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|----------------------------------|-------------------------------|--------------------------|
|                                                           | Actual                                                                                                 |           | Estimated |           |           |           | Compliance<br>Year 2016<br>Total | Cumulative<br>Totals<br>Total |                          |
| IDENTIFIER                                                | JANUARY                                                                                                | FEBRUARY  | MARCH     | APRIL     | MAY       | JUNE      |                                  |                               | Charge Code Source       |
| Energy (MWh)                                              | 97,230                                                                                                 | 27,160    | 101,212   | 81,192    | 55,055    | 53,386    | 415,235                          | 4,631,201                     | Forecast/Meter           |
| Gas Schedule (MMBtu)                                      | 695,120                                                                                                | 194,179   | 728,725   | 584,581   | 396,394   | 384,382   | 2,983,381                        | 32,771,901                    | 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                                                                                                 | 10,479    | 39,326    | 31,547    | 21,391    | 20,743    | 160,998                          | 1,607,796                     | derived                  |
| Cumulative MT Obligation (MT)                             | 680,329                                                                                                | 690,807   | 730,133   | 761,680   | 783,071   | 803,815   | 803,815                          | 803,815                       | derived                  |
| Compliance Instrument Participant<br>Transfers (to LEC)   |                                                                                                        |           |           |           |           |           |                                  |                               |                          |
| Auction Allowances                                        | 211,481                                                                                                | 0         | 2,500     | 0         | 0         | 0         | 213,981                          | 1,867,366                     | 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<br>Transfers (MT) | 211,481                                                                                                | 0         | 2,500     | 0         | 0         | 0         | 213,981                          | 1,867,366                     |                          |
| NCPA Compliance Instrument Purchases<br>(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<br>Purchases (MT)        | 0                                                                                                      | 0         | 0         | 0         | 0         | 0         | 0                                | 47,000                        |                          |
| Compliance Instruments Surrendered to<br>CARB (MT)        | 0                                                                                                      | 0         | 0         | 0         | 0         | 0         | 0                                | 964,980                       | CITSS                    |
| Total Monthly Activity (MT)                               | 211,481                                                                                                | 0         | 2,500     | 0         | 0         | 0         | 213,981                          | 1,914,366                     | derived                  |
| Cumulative MT Account Balance [MTA]<br>(MT)               | 946,886                                                                                                | 946,886   | 944,386   | 944,386   | 944,386   | 944,386   | 944,386                          | 944,386                       | derived                  |
| MTA Shortfall (MT)                                        | (266,557)                                                                                              | (256,079) | (214,253) | (182,706) | (161,315) | (140,571) | (140,571)                        | (140,571)                     | MTA<br>SHORTFALL derived |

Forecast has been updated through June 2016 []

| NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative)<br>April 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)                                 | 21,281  | 50,419  | 2,047   | 255,916  | 15,006  | 12,550  | 71,583   | 15,502  | 81,850   | 6,001   | 20,381  | 196,712  | 16,122  | 765,371   |               | 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  | 6,182   | 22,609  | 224,215  | 16,090  | 933,458   |               | derived    |
| MTA Shortfall (MT)                                                                  | 3,311   | (6,335) | (296)   | (77,656) | (2,487) | (1,533) | (11,109) | (9,076) | (33,028) | (181)   | (2,228) | (27,503) | 32      | (168,087) | MTA SHORTFALL | Derived    |
| Monthly GHG Price \$/MT                                                             | 12.65   | 12.65   | 12.65   | 12.65    | 12.65   | 12.65   | 12.65    | 12.65   | 12.65    | 12.65   | 12.65   | 12.65    | 12.65   | 12.65     | MTA SHORTFALL | ICE Index  |
| GHG Minimum Cash Compliance Obligation (\$)                                         | 41,889  | 0       | 0       | 0        | 0       | 0       | 0        | 0       | 0        | 0       | 0       | 0        | 409     | 42,298    | 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:** April 7, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Groome Industrial – Five Year Multi-Task General Services Agreement;  
Applicable to the following projects: All NCPA locations, Member, SCPPA and  
SCPPA Member facilities

---

#### Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with Groome Industrial, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$850,000 over five years for inspection and maintenance services at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

#### Background

Inspection and maintenance services are needed at various NCPA locations as well as member facilities for the operation of the plants. Groome Industrial is a supplier of these services.

#### Selection Process

This five year contract does not commit NCPA to any purchases. Due to the specialty work that Groome provides, NCPA does not have similar enabling agreement with other vendors at this time. At the time services are needed, NCPA will bid the scope of work and issue purchase orders based on cost and availability of the service(s) needed at the time.

#### Fiscal Impact

Total cost of the agreement is not-to-exceed \$850,000 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.

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Groome Industrial



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
GROOME INDUSTRIAL SERVICE GROUP, INC.**

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 Groome Industrial Service Group, Inc., a corporation, with its office located at 155 Franklin Turnpike Waldwick, NJ 07463 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 201\_ ("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 EIGHT HUNDRED FIFTY THOUSAND** dollars (\$850,000.00) 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 [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 have 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:

Groome Industrial Service Group, Inc.  
Attention: Jeffrey Bause  
155 Franklin Turnpike

Waldwick, NJ 07463

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 D and incorporated herein, prior to the Contractor performing Work under the Purchase Order.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

GROOME INDUSTRIAL SERVICE GROUP, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
RANDY S. HOWARD, GENERAL MANAGER

\_\_\_\_\_  
DAVE MARTIN, SALES MANAGER

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF WORK

Groome Industrial Service Group, Inc. ("Contractor") shall provide inspection and maintenance 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:

- SCR Catalyst Cleaning & Repacking
- CO Catalyst Cleaning & Repacking
- Ammonia Injection Grid Cleaning
- Ammonia Vaporizer Cleaning
- SCR & CO Catalyst Replacement
- HRSG Tube Cleaning
- Inlet Filter House & Duct Refurbishment
- Full-Scale Plant Cleandown
- Baghouse / Filter Changeouts
- Drain System & Pit Cleanouts
- Cooling Tower / ACC Cleaning
- Grate Block / Bar Refurbishment

## 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:

|               |                            |
|---------------|----------------------------|
| Foreman       | \$65.00 / hour             |
| Journeyman    | \$48.00 / hour             |
| PPE/Materials | Our cost plus 15% handling |
| Per Diem      | \$100/day                  |

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,  
\_\_\_\_\_Jeffrey Bause, Vice President\_\_\_\_\_

(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

GROOME INDUSTRIAL SERVICE GROUP, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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



EXHIBIT D - NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EXHIBIT E - NOT APPLICABLE**

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

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

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally 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: \_\_\_\_\_

2603481.3



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 11

---

**Date:** April 7, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Nor-Cal Controls ES, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations, Members, SCPA and SCPA Member facilities

---

### Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$350,000 over five years for engineering and plant control systems technical support services at all facilities owned and/or operated by NCPA, its Members, SCPA, and SCPA Members.

### Background

Engineering and plant control systems technical support services are needed at various NCPA locations as well as member facilities for the operation of the plants. Nor-Cal Controls ES, Inc. is a provider of these services.

### Selection Process

This five year contract does not commit NCPA to any purchases. In addition to Nor-Cal Controls ES, Inc., NCPA currently has entered into one other enabling agreement with ABB, Inc. for similar services.

### Fiscal Impact

Total cost of the agreement is not-to-exceed \$350,000 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.

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Nor-Cal Controls ES, Inc.



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
NOR-CAL CONTROLS ES, 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 Nor-Cal Controls ES, Inc., a corporation, with its office located at 6048 Enterprise Drive, Diamond Springs, CA 95619 ("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 FIFTY THOUSAND** dollars (\$350,000.00) 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 two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis.
- 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 ensues 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:

Nor-Cal Controls ES, Inc.  
Attention: Anita Sherron, Accounts Receivable  
6048 Enterprise Dr.  
Diamond Springs, CA 95619

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

NOR-CAL CONTROLS ES, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
RANDY S. HOWARD, General Manager

\_\_\_\_\_  
CAROLYN LOPEZ, Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

As requested by Agency, Nor-Cal Controls ES, Inc. ("Consultant") shall provide engineering and technical support services on DCS, PLC, HMI, SCADA and other plant control systems located at any Facilities owned and operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Software upgrades
- Logic creation and implementation
- Graphic creation and implementation
- Network configuration
- System troubleshooting

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount as 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:

Payment for Requested Work shall be made by the following Milestone Payments:

- 35% due upon acceptance by Consultant of Agency issued Purchase Order for Requested Work
- 35% due upon Delivery of Order
- 30% due upon Project Completion

See also, following Rate Sheet.

| Service Code                         | Explanation                                                                                                                                                                                                                                                                                                                                                  | Hourly    | Rate Terms                                            |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------|
| Controls Engineer Remote Services    | Document review for content, Graphic Development, phone support, Training laptop Configuration. Engineering review, logic development, communication interfacing development, troubleshooting, HMI Configuration. Engineering support, logic advances                                                                                                        | \$165/hr. | N/A                                                   |
| I&C Technician On-Site Services      | Basic instrumentation & controls support and checkout, including loop checking (electrical), electrical troubleshooting, and calibrations. Advanced instrumentation & controls support and checkout, including loop checking (total), electrical and controls troubleshooting, and calibrations                                                              | \$135/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Project Manager-Engineer             | Project Management<br>Project oversight, scheduling, customer management and interactions                                                                                                                                                                                                                                                                    | \$175/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Controls Engineer On-Site Services   | Meetings, discussions, conferences, site training prep - materials/computers, preparing for onsite class. Engineering review, basic logic development, communication interface installation, troubleshooting-basic, consulting, training. Engineering support, installation & commissioning                                                                  | \$175/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Electrical Engineer On-Site Services | Includes but no limited to: NERC/FERC interpretation, troubleshooting electro mechanical devices, troubleshooting Protection schemes and devices, Design of Protection schemes and devices, Design and review of Utility Interconnection points; Troubleshooting and design of HV & MV devices to include Switchgear, Transformers, Bus Tie, Conductor, etc. | \$185/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Electrical Engineer Remote Services  | Document Review, Design & Development, Phone Support, Electrical Consultations                                                                                                                                                                                                                                                                               | \$175/hr. | N/A                                                   |
| Remote CAD Services                  | Engineering design support for high level, cabinet, network and electrical drawings                                                                                                                                                                                                                                                                          | \$85/hr.  | N/A                                                   |
| Fabrication                          | Procurement, Construction, Assembly of SCADA and network equipment                                                                                                                                                                                                                                                                                           | \$75/hr.  | N/A                                                   |
| On-Site Training Services            | Formal or in the field                                                                                                                                                                                                                                                                                                                                       | \$165/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Travel time to & from site           | Travel time to and from Site (minimum 8 hours, maximum 16 hours)                                                                                                                                                                                                                                                                                             | \$100/hr. | N/A                                                   |
| International Work Zones             | Out of Country Field/Site Services: Any country outside of the U.S.A. <i>Offshore/Hazardous Area Nor Cal Controls ES, Inc. reserves the right to refuse dispatch of its staff to any areas involved or threatened by warfare, and areas deemed unsafe by O.S.H.A. or the US State Department.</i>                                                            | \$200/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Emergency Call Out Services          | Call out support with less than 48 hours preparation                                                                                                                                                                                                                                                                                                         | \$195/hr. | 1.5 x base rate/Overtime<br>2 x base rate/Double Time |
| Retainer- Controls Engineer          | Customer keeps NCC's staff on retainer to travel on immediate notice, for weekends and holidays not worked on site but on stand-by until work resumes- 100% of prevailing hourly rate for up to 12hrs/day                                                                                                                                                    | \$165/hr. | N/A                                                   |
| Retainer- I & C Technician           | Customer keeps NCC's staff on retainer to travel on immediate notice, for weekends and holidays not worked on site but on stand-by until work resumes-100% of prevailing hourly rate for up to 12hrs/day                                                                                                                                                     | \$135/hr. | N/A                                                   |

|                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Training Manuals</b>                                                              | \$135/per manual                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Tools, Supplies or Equipment, Software, Hardware needed in particular for job</b> | Invoiced at cost per receipt + 20% carrying fee if charged to NCC                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Outside service to assist with Job</b>                                            | Invoiced at cost - per customer approval                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Air Travel</b>                                                                    | Invoiced at cost per receipt<br>Estimated per research (time and location)<br>Economy- Round Trip-<br>Point to Point air travel in excess of six (6) hours flying time per leg will be booked as business class-<br>Charge Customer change fees if due to changes on their part. NCC reserves the right to recall its staff after 28 calendar days and send replacement staff. Travel charges and expenses for replacement staff shall be paid by customer. |
| <b>Car Rental</b>                                                                    | Invoiced at cost per receipt                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Hotel</b>                                                                         | Invoiced at cost per receipt                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Luggage</b>                                                                       | Invoiced per actual receipt- estimated at \$25 per piece of luggage oneway                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Mileage</b>                                                                       | Invoice for actual miles driven to and from airport or jobsite-<br>Estimate- 0.54 per mile per IRS 2016 (or per prevailing IRS Rate for year) Only when employee's own car used for work -from the point of origin of the seller's representative, plus return and any required local travel                                                                                                                                                                |
| <b>Parking</b>                                                                       | Invoiced per actual receipt- Estimated @ \$20 per day                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Meals</b>                                                                         | \$55 per day                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Travel Expenses Misc. Gas, toll, transportation...</b>                            | Invoiced per actual receipt                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Telecommunications</b>                                                            | Invoiced per actual receipt                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

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

## EXHIBIT C

### CERTIFICATION

#### Affidavit of Compliance for Contractors

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of  
NOR-CAL CONTROLS ES, INC.

(Company name)

for contract work at

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

## 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 \_\_\_\_\_, 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 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:** April 7, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Schweitzer Engineering Laboratories, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations, Members, SCPPA and SCPPA Member facilities

---

#### Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task Professional Services Agreement with Schweitzer Engineering Laboratories, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for protective relay and automation design services for use at all facilities owned and/or operated by NCPA, its Members, SCPPA and SCPPA Members.

#### Background

Protective relay and automation design services are needed at various NCPA locations as well as member facilities for the operation of the plants. Schweitzer Engineering Laboratories, Inc. is a provider of these services.

#### Selection Process

This five year contract does not commit NCPA to any purchases. NCPA does not have similar enabling agreement with other vendors at this time. At the time services are needed, NCPA will bid the scope of work and issue purchase orders based on cost and availability of the service(s) needed at the time.

#### Fiscal Impact

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

#### 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.

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services

#### Attachments: (1)

- Multi-Task Professional Services Agreement with Schweitzer Engineering Laboratories, Inc.





## MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SCHWEITZER ENGINEERING LABORATORIES, 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 Schweitzer Engineering Laboratories, Inc., a corporation with its office located at 2350 NE Hopkins Ct., Pullman, WA 99163 ("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 and goods 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 ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of 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. All quoted prices are exclusive of any sales, use, value-added or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

- 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 sixty (60) 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 sixty (60) 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 two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis.

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 ensues 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; LIMITATION OF LIABILITY.**

- 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 negligence, active negligence, or willful misconduct of the Agency.
- 5.3 **Limitation of Liability.** Notwithstanding any other term in this Agreement, Consultant's liability to Agency or its insurers for any loss or damage regarding this Agreement shall be limited as follows: (i) for those claims covered by an insurance policy required under Section 4 of this Agreement, Consultant's liability shall be limited to the amount of the applicable insurance policy; and (ii) for all other claims, except those arising as a result of Consultant's violation of applicable law or patent infringement, Consultant's liability shall in no event exceed \$1,000,000 aggregate during the term of the Agreement whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Consultant be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Agency's customers for such damages.

## 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 and its actual, direct, unavoidable, and reasonable expenses incurred as of the effective date of termination, which shall not include anticipated profit or overhead expenses of Consultant. 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, and fails to cure such breach within seven (7) calendar days of written notice of such breach from Agency, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
  - 8.4.2 Subject to Section 9, 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. Notwithstanding the above, Consultant's Confidential Information (as defined below) and all intellectual property, including patents, copyrights, trademarks, trade secrets, and other proprietary information incorporated into, or provided in conjunction with, the Services (collectively, "Consultant IP") shall not be deemed "works made for hire" for Agency, Agency members, SCPA, and SCPA members (each a "Licensee"), and shall remain the exclusive property of Consultant. Consultant hereby grants to each Licensee a perpetual, worldwide, royalty-free, non-exclusive, non-transferable, personal, irrevocable, limited license to use, copy and modify Consultant IP for Licensee's internal business purposes, including the use, operation, maintenance, and repair of the Services and all parts or portions thereof, and including such work by Licensee's employees, agents, contractors, or consultants on such Licensee's behalf ("License"). Consultant IP shall not be used for any other purpose without first obtaining Consultant's written consent. For the avoidance of doubt, a Licensee may assign its



License in connection with the sale or other disposition of substantially all of the assets of Licensee's business or substantially all of the goods or other deliverables obtained by such Licensee under this Agreement. Notwithstanding any other provision of this Agreement, each License shall survive the termination or expiration of this Agreement.

Subject to this Section 9, Consultant shall provide Agency the original source code for any software or other electronic programming incorporated into, or provided in conjunction with, Services provided to Agency under this Agreement.

**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. Please note: As Consultant is a privately held company it can allow audits of time and expense projects, however, Consultant does not provide breakdown of its fixed price or lump sum contracts, and does not reveal the components that make up its hourly rate.

**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:

Schweitzer Engineering Laboratories, Inc.  
Attention: Contracts and Risk  
2350 NE Hopkins Ct  
Pullman, WA 99163-5603

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.

## Section 11 **Warranty.**

- 11.1 **Warranty for Goods.** Consultant warrants that goods, equipment, supplies, or other materials provided pursuant to this Agreement (for purposes of this Section 11, "Goods") are free from defects in material, design, and workmanship for ten (10) years after completion or delivery of the Goods, including Consultant-manufactured control enclosure structures and panels. Such warranty shall be for ten (10) years after delivery for Fault Indicator and Sensor Division goods. This warranty is conditioned upon storage, installation, connection, operation and maintenance of Goods consistent with Consultant's manual provided to Agency in writing. If during the term of this Agreement or the applicable warranty period specified above, any Goods used or provided by Consultant under this Agreement fail due to defects in material, design, and/or workmanship or other breach of this Agreement, Consultant shall, upon any reasonable written notice from Agency, replace, reperform, or repair the same to Agency's satisfaction. This warranty

shall be void in its entirety if Agency modifies the Goods without prior written consent to and subsequent approval of any such modifications by Consultant. If any Goods fail to conform to this warranty, Agency properly notifies Consultant of such failure and Agency returns the Goods to Consultant factory for diagnosis (and pays all expenses for such return), Consultant shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Goods or part(s) thereof, or making available, freight prepaid, by Consultant (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or Good(s). Any Goods repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

- 11.2 **Warranty for Services.** Consultant shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant shall reperform (or, at Consultant's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services.
- 11.3 **General Warranty Provisions.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT. Consultant shall, whenever possible, pass the original manufacturer warranty to Agency for non-Consultant products.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

SCHWEITZER ENGINEERING  
LABORATORIES, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
RANDY S. HOWARD, GENERAL MANAGER

\_\_\_\_\_  
[NAME, TITLE]

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

Schweitzer Engineering Laboratories, Inc. ("Consultant") shall provide protective relay and automation design, testing and commissioning 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.

Goods shall be provided Delivered Duty Paid (DDP) to the specified project site.



## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed 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:

## Time and Expense Additional Work

Schweitzer Engineering Laboratories, Inc. (SEL) will perform additional work on an actual time and expense (T&E) basis, unless the Customer and SEL agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL will identify any budget or schedule impact and submit it for approval. SEL will proceed with the work as soon as SEL receives written approval, in accordance with established contract provisions.

Work performed on an actual T&E basis will be in accordance with the schedule of charges shown in the Rate Table (below), unless specifically modified in this proposal.

T&E Rate Table (U.S.)

| Role                                                                                       | Weekday<br>(per hour) | Weekday<br>Overtime<br>(per hour) | Saturday<br>(per hour) | Sunday/<br>Holiday<br>(per hour) | Travel<br>(per hour) | Travel<br>Expenses |
|--------------------------------------------------------------------------------------------|-----------------------|-----------------------------------|------------------------|----------------------------------|----------------------|--------------------|
| Consultant                                                                                 | \$250                 | \$375                             | \$375                  | \$500                            | \$250                | Actual             |
| Principal Engineer                                                                         | \$165                 | \$247.50                          | \$247.50               | \$330                            | \$165                | Actual             |
| Senior Engineer                                                                            | \$155                 | \$232.50                          | \$232.50               | \$310                            | \$155                | Actual             |
| Program Manager<br>Engineer V-VI<br>Resource Manager                                       | \$145                 | \$217.50                          | \$217.50               | \$290                            | \$145                | Actual             |
| Engineer III-IV<br>Project Manager II-III                                                  | \$135                 | \$202.50                          | \$202.50               | \$270                            | \$135                | Actual             |
| Engineer I-II<br>Project Manager I<br>Senior Specialist                                    | \$125                 | \$187.50                          | \$187.50               | \$250                            | \$125                | Actual             |
| Specialist II-III                                                                          | \$115                 | \$172.50                          | \$172.50               | \$230                            | \$115                | Actual             |
| Associate Engineer<br>Associate Project Manager<br>Senior Designer                         | \$105                 | \$157.50                          | \$157.50               | \$210                            | \$105                | Actual             |
| Technician II-III<br>Specialist I<br>Designer IV<br>Project Coordinator                    | \$90                  | \$135                             | \$135                  | \$180                            | \$90                 | Actual             |
| Technician I<br>Designer I-III                                                             | \$80                  | \$120                             | \$120                  | \$160                            | \$80                 | Actual             |
| Associate Technician<br>Engineering Intern<br>Drafter I-II<br>Senior Project Administrator | \$70                  | \$105                             | \$105                  | \$140                            | \$70                 | Actual             |
| Administrative                                                                             | \$60                  | \$90                              | \$90                   | \$120                            | \$60                 | Actual             |

The following details apply to the T&E Rate Table:

- The price does not include any sales or use tax.
- The Customer is to reimburse SEL for actual travel expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are at the coach rate to the commercial airport nearest the work site; business rates apply for international travel.
- The T&E rate is the charge per person, per hour. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. On-site work outside of typical working hours shall be agreed upon between the Customer and SEL in advance and be subjected to additional charges.
- Overtime is defined as time in excess of 8 hours per day.
- As a general rule, no SEL service personnel should be required to work more than 12 hours of any day. Should job requirements result in workloads that exceed 12 hours, the Customer and SEL must agree on other arrangements that may be subject to additional costs.
- Time spent by SEL personnel on site while waiting standby, training, or traveling to/from the site will be considered billable time.
- On-site T&E invoices will include billable project administration and project management time not performed on site.
- The hourly rates quoted include the use of personal computers loaded with Microsoft® Office, Lotus Notes®, MATLAB®, Mathcad®, AutoCAD®, MicroStation®, and SEL software used in the preparation, documentation, and processing of settings for SEL products.
- SEL does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.
- Hourly rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

## Per Diem

Schweitzer Engineering Laboratories, (SEL) will perform onsite work on a per diem basis, unless the Customer and SEL agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL will identify any budget or schedule impact and submit it for approval. SEL will proceed with the work as soon as SEL receives written approval, in accordance with established contract provisions. Refer to the Per Diem Rate Table (below) for the per diem rates.

Per Diem Rate Table (U.S.)

| Item | Description                         | Price (USD)                                                                                        |
|------|-------------------------------------|----------------------------------------------------------------------------------------------------|
| 1    | Mobilization fee per U.S. personnel | Distant (requires air travel) = \$3,500<br>Local (within 200 miles) = \$1,500                      |
| 2    | Daily rate per U.S. personnel       | Weekday rate = \$1,700/day<br>Saturday rate = \$2,550/day<br>Sunday and holiday rate = \$3,400/day |

The following details apply to the Per Diem Rate Table:

- The price does not include any sales or use tax.
- No receipts will be provided as part of the per diem rates.
- The mobilization fee is defined to include the labor and travel costs associated with transporting one person roundtrip to/from the Customer site.
- The daily rate is the charge per person, per day. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. If all the onsite work cannot be performed during typical working hours, then the daily per diem rate will be billed at 1.5 times the above rate for work performed Monday through Friday. Onsite work performed on Saturday or Sunday shall be agreed upon between the Customer and SEL in advance and be subject to additional charges.
- As a general rule, no SEL service personnel should be required to work more than 12 hours of any day. Should job requirements result in workloads that exceed 12 hours, the Customer and SEL must agree on other arrangements that may be subject to additional costs.
- Time spent by SEL personnel on site while waiting standby, training, or traveling to/from the site will be considered billable time.
- Per diem rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

Consultant's Rate Escalation: Consultant may increase the rates once per calendar year by an amount not to exceed two percent (2%) per year after the first year of the Agreement. Consultant shall notify Agency of any rate increase in writing at least 30 calendar days prior to the effective date of the increase.

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,

\_\_\_\_\_  
(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

SCHWEITZER ENGINEERING LABORATORIES, INC.

(Company name)

for contract work at

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

## 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 \_\_\_\_\_, 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 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: \_\_\_\_\_

2615990.9



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO.: 13

---

**Date:** April 7, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Baskin Engineering, Inc. – First Amendment to Existing Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA locations and Member facilities

---

#### Recommendation

NCPA Staff recommends the PPC pass a motion approving a First Amendment to the existing five year Multi-Task Consulting Services Agreement with Baskin Engineering, Inc. for protection relay upgrades and electrical engineering support, increasing the not to exceed amount from \$225,000 to \$750,000 and revising various provisions to expand the scope of work to include all facilities owned and/or operated by NCPA, its members, Southern California Public Power Authority (SCPPA), or by SCPPA members.

#### Background

On April 23, 2014 NCPA entered into a five year Multi-Task Consulting Services agreement with Baskin Engineering, Inc. for consulting services for protection relay upgrades and electrical engineering support as is needed at the various plant locations from time to time. This amendment will increase the not to exceed amount of the agreement from \$225,000 to \$750,000 and will expand the scope of work to allow for use at any facility owned and/or operated by the Agency, its members, SCPPA, or by SCPPA members. Exhibit B will be modified to include language on pricing for services at the additional member/SCPPA locations as needed.

#### Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. In addition to this agreement, NCPA has entered into an enabling agreement with California Electrical Services, Inc. and is currently working to put a third enabling agreement of this nature in place. NCPA will seek bids from as many qualified providers as possible.

#### Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$750,000 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.

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (2)

- First Amendment with Baskin Engineering, Inc.
- Multi-Task Consulting Services Agreement with Baskin Engineering, Inc.





**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND BASKIN ENGINEERING, INC.**

This First Amendment ("Amendment") to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Baskin Engineering, Inc. ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2016.

WHEREAS, the Parties entered into a five year Multi-Task Consulting Services Agreement dated effective April 23, 2014, (the "Agreement") for Consultant to provide services for protection relay upgrades and electrical engineering support at any of the NCPA facilities; and

WHEREAS, the Agency now desire to amend the Agreement to add a new Section 1.5, Services Provided, to expand the services provided under the Agreement to Agency members, Southern California Public Power Authority ("SCPPA"), or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$225,000.00 to a 'NOT TO EXCEED' amount of \$750,000.00; and

WHEREAS, the Agency now desires to amend the Agreement to add a new Section 4.4.4, Additional Certificates and Endorsements, with respect to services which may be provided to an Agency member, SCPPA, and/or a SCPPA member; and

WHEREAS, the Agency also desires to amend Section 10.15, No Third Party Beneficiaries, with respect to services which may be provided to an Agency member, SCCPA, and/or a SCPPA member; and

WHEREAS, the Agency now desires to amend the SCOPE OF WORK set forth in Exhibit A to the Agreement; and

WHEREAS, the Agency now desires to amend the COMPENSATION SCHEDULE AND HOURLY FEES set forth in Exhibit B to the Agreement; and

WHEREAS, the Agency now desires to add Exhibit D to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.5—Services Provided** is added to the Agreement as follows:

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.

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

Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Seven Hundred Fifty Thousand dollars (\$750,000.00) 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.

The remainder of Section 2 of the Agreement is unchanged.

3. **Section 4.3—Professional Liability Insurance** is amended and restated to read as follows:

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 two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis, except that Consultant may maintain such insurance on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

4. **Section 4.4.4—Additional Certificates and Endorsements** is added to the Agreement as follows:

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, SCPPA or Agency member for which the Services are to be performed.

5. **Section 10.15—No Third Party Beneficiaries** of the Agreement is amended and restated to read as follows:

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.

6. **Exhibit A—SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
7. **Exhibit B—COMPENSATION SCHEDULE AND HOURLY FEES** is amended in full as set forth in the attached Exhibit B.
8. **Exhibit D—Acknowledgment of Agreement** is added to the agreement as set forth in the attached Exhibit D.
9. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

BASKIN ENGINEERING, INC.

\_\_\_\_\_  
RANDY S. HOWARD, General Manager

\_\_\_\_\_  
KYLE BASKIN, President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Ruthann G. Ziegler, Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

As requested, BASKIN ENGINEERING, INC. ("Consultant") shall provide the following services to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

- Consulting services for protection relay upgrades
- Electrical engineering support

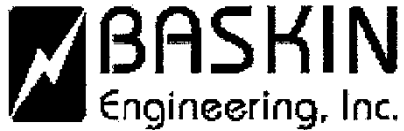
## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

See attached Rate Sheet.

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



## Pricing List

### **Professional Services Fees**

|                                |                   |
|--------------------------------|-------------------|
| Protection Engineering Support | \$125.00 per Hour |
| On-site Engineering Support    | \$125.00 per Hour |
| On-site Misc. Expenses         | \$ 25.00 per Day  |
| Travel Time                    | \$ 62.50 per Hour |

### **Other Costs (As Needed)**

|                        |                 |
|------------------------|-----------------|
| Copy/Print Hard Media  | \$ 25.00        |
| Documentation Delivery | <u>\$ 25.00</u> |
| Total Tangible Costs   | \$ 50.00        |

In addition to hourly support, Baskin Engineering Consulting also offers fix cost, lump sum pricing for individual project support. The pricing is determined based on the scope of the project.

## 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 Baskin Engineering, Inc. ("Consultant") effective April 23, 2014, ("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: \_\_\_\_\_



**MULTI-TASK  
CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
BASKIN ENGINEERING, INC.**

This agreement for consulting 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 Baskin Engineering, Inc., a corporation with its office located at 4645 Marion Court, Sacramento, CA 95822 ("Consultant") (together sometimes referred to as the "Parties") as of 4/23/, 2014 ("Effective Date") in Roseville, California.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant is willing to provide to Agency the range of services described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Services").

- 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 **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.

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two hundred twenty five thousand dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.



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

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Requested 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.
- At Agency's option, 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;

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 a Purchase Order from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of the Requested Services to submit its final invoice for the Requested Services. 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 for the Requested Services 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 two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim.

**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.

**4.5 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.

- 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.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, 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 these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

## **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 confident; 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.** Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, 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:

Kyle Baskin  
President  
Baskin Engineering, Inc.  
4645 Marion Court  
Sacramento, CA 95822

Any written notice to Agency shall be sent to:

James H. Pope  
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.

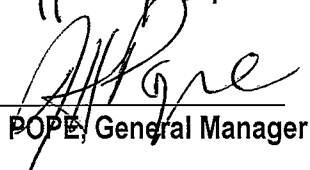
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive 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.

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

NORTHERN CALIFORNIA POWER AGENCY

Date 2/23/14


  
JAMES H. POPE, General Manager

BASKIN ENGINEERING, INC.

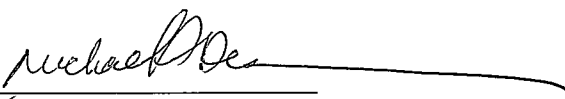
Date 4/4/14

  
KYLE BASKIN, President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Assistant General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

BASKIN ENGINEERING, INC. ("Contractor") shall provide the following services to the NORTHERN CALIFORNIA POWER AGENCY ("Agency") at any one of its facilities:

- Consulting services for protection relay upgrades
- Electrical engineering support

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, including hourly fees and expenses, shall not exceed two hundred twenty five thousand dollars (\$225,000). The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

See attached rate sheet.

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.



Kyle Baskin  
Principal Engineer  
(206) 351-4310  
KyleBaskin@gmail.com  
4645 Marion Ct.  
Sacramento, CA 95822

## Pricing List

The following tables give a breakdown of estimated cost of contracting with Baskin Engineering, Inc.

| Professional Service Fees      |                   |
|--------------------------------|-------------------|
| Protection Engineering Support | \$125.00 per Hour |
| On-site Engineering Support    | \$125.00 per Hour |
| On-site Misc. Expenses         | \$25 per Day      |
| Travel Time                    | \$62.50 per Hour  |

| Other Costs (As Needed) |         |
|-------------------------|---------|
| Copy / Print Hard Media | \$25.00 |
| Documentation Delivery  | \$25.00 |
| Total Tangible Costs    | \$50.00 |

In addition to hourly support, Baskin Engineering Consulting also offers fixed cost, lump sum pricing for individual project support. The pricing is determined based on the scope of the project. For more information about fixed cost pricing, please contact us.

Sincerely,

Kyle Baskin  
Principal Engineer  
Baskin Engineering, Inc.

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Consultants**

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

\_\_\_\_\_  
(Company name)

for contract work at

\_\_\_\_\_  
(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO.: 14

---

**Date:** April 7, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Syblon Reid – Five Year Multi-Task General Services Agreement for Routine Maintenance on Structures and Systems; Applicable to the following projects:  
All NCPA locations, Members, SCPPA and its Members

---

#### Recommendation

NCPA staff recommends that the PPC pass a motion approving a five year Multi-Task General Services Agreement with Syblon Reid for an amount not-to-exceed \$5,000,000 for routine maintenance on structures and systems including earthwork maintenance; asphalt patch paving; minor road maintenance; utility easement maintenance; concrete patching maintenance; and tunnel maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at all NCPA facilities, by Members, SCPPA and its Members.

#### Background

Routine maintenance on structures and systems are needed at NCPA facilities in order to comply with regulatory requirements and to maintain reliability of the facilities. This maintenance may include earthwork maintenance, asphalt patch paving, minor road maintenance, utility easement maintenance, concrete patching and maintenance and tunnel maintenance. NCPA members, SCPPA and SCPPA members may also require these services at various locations.

#### Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements with vendors such as Ford Construction, George Reed, KW Emerson, and Gifford's Backhoe Services for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider.

#### Fiscal Impact

Total cost of the agreement will not exceed \$5,000,000 over the five year term 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.



Syblon Reid – 5 Year MTGSA  
April 7, 2016  
Page 2

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Syblon Reid



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
SYBLON REID**

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 Syblon Reid, a CA general partnership with its office located at 1130 Sibley Street, Folsom, CA 95630 ("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 Million dollars (\$5,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis.

**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:

SYBLON REID  
Syblon Reid Construction, Inc., Partner  
Gregory B. Cederstrom, President  
P.O. Box 100  
Folsom, CA 95763-0100

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 D 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

SYBLON REID

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
RANDY S. HOWARD, General Manager

\_\_\_\_\_  
Syblon Reid Construction, Inc., Partner  
GREGORY B. CEDERSTROM, President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF WORK

As requested by NCPA, Syblon Reid ("Contractor") shall perform routine maintenance on the structure and systems of the Northern California Power Agency ("Agency"), Agency members, SCPPA or SCPPA members, including, without limitation:

- a) Earthwork maintenance;
- b) Asphalt patch paving maintenance;
- c) Minor road maintenance;
- d) Utility easement maintenance;
- e) Concrete patching maintenance;
- f) Tunnel maintenance;

In accordance with Section 1.5 hereof, the specific scope of services and associated fee will be defined by individual Purchase Orders. Notwithstanding any other provision of this Exhibit or the Agreement, or of any Purchase Order, no Work shall be performed under this Agreement which is a "public project" as defined by Public Contract Code Section 20160, *et seq.*

## 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:

- See rate schedule following Exhibit B

Pricing for services to be performed at NCPA Member or SPCPA 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.



# SYBLON REID

General Engineering Contractors

Providing Solutions to Difficult Projects

1130 Sibley Street P.O. Box 100 (916) 351-0457 srco@srco.com  
 Folsom, CA 95630 Folsom, CA 95763-0100 (916) 351-1674 fax www.srco.com

## Shift 1 – Valley Northern California Power Agency

| Classification                  | Billing Rate Fully Burdened Incl. O/H & Profit |          |             | Per Diem Rate |
|---------------------------------|------------------------------------------------|----------|-------------|---------------|
|                                 | Straight Time                                  | Overtime | Double Time |               |
| Carpenter -                     | 104.09                                         | 131.11   | 158.14      | 100.00/Day    |
| Carpenter Foreman -             | 111.29                                         | 141.02   | 170.75      | 100.00/Day    |
| Millwright Foreman              | 119.95                                         | 153.62   | 187.30      | 100.00/Day    |
| Laborer                         | 82.09                                          | 103.17   | 124.25      | 100.00/Day    |
| Laborer - Foreman               | 84.54                                          | 106.74   | 128.93      | 100.00/Day    |
| Operator Foreman < 7            | 110.72                                         | 139.91   | 169.10      | 100.00/Day    |
| Operator Group 3                | 107.08                                         | 135.18   | 163.27      | 100.00/Day    |
| Operator Group 4                | 104.87                                         | 131.94   | 159.01      | 100.00/Day    |
| Operator - Mech/Welder          | 104.87                                         | 131.94   | 159.01      | 100.00/Day    |
| Operator Crane                  | 110.51                                         | 140.17   | 169.84      | 100.00/Day    |
| Cement Mason                    | 91.37                                          | 114.32   | 137.26      | 100.00/Day    |
| Cement Mason - Foreman          | 97.49                                          | 123.18   | 148.87      | 100.00/Day    |
| Senior Project Manager w/pickup | 144.51                                         | 144.51   | 144.51      | 100.00/Day    |
| Project Manager/Supt w/Pickup   | 122.32                                         | 122.32   | 122.32      | 100.00/Day    |
| Sr Project Engineer w/Pickup    | 96.00                                          | 96.00    | 96.00       | 100.00/Day    |
| Project Engineer w/Pickup       | 92.10                                          | 92.10    | 92.10       | 100.00/Day    |
| Safety w/Pickup                 | 120.55                                         | 120.55   | 120.55      | 100.00/Day    |
| CQC Personnel w/Pickup          | 120.55                                         | 120.55   | 120.55      | 100.00/Day    |



Providing Solutions to Difficult Projects

CALIFORNIA LICENSE NO. 758610  
 NEVADA LICENSE NO. 0050713



EXHIBIT C

CERTIFICATION

**Affidavit of Compliance for Contractors**

I, Gregory B. Cederstrom, President of Syblon Reid Construction, Inc. partner of Syblon Reid

---

(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 SYBLON REID

---

(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 SYBLON REID

\_\_\_\_\_  
(Authorized Officer & Title)  
Syblon Reid Construction, Inc. Partner  
Gregory B. Cederstrom, President  
P.O. Box 100, Folsom, CA 95763



## 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.: 15

---

**Date:** April 11, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Approval of Lodi Energy Center FY 2017 Annual Budget

---

### Proposal

Approve and adopt the Lodi Energy Center FY 2017 Annual Budget in the amount of \$94,318,807 and approve maintaining the Operating Reserve Fund amount at \$11,217,009 for FY 2017.

### Background

In October 2015, the Commission approved budget guidance for the NCPA FY 2017 Annual Budget and staff began preparation of the proposed budget during the following months. From January through April 11, 2016, presentations on the budget were made to the Lodi Energy Center Project Participants Committee on February 8, March 9, and April 11.

All changes resulting from the budget review meetings have been incorporated into the proposed Lodi Energy Center FY 2017 Annual Budget.

Section 21.3 of the Lodi Energy Center Power Sales Agreement dated May 24, 2010 requires that an Operating Reserve Fund be established for the LEC project and that a minimum of 60 days of Operation and Maintenance Expenses for the LEC project be maintained in this fund. The proposed budget calculated minimum funding level results in a required Operating Reserve fund decrease of \$410,669. However, due to the current volatility of gas prices, staff recommends funding the reserve at \$11,217,009, the current approved level.

### Fiscal Impact

The Lodi Energy Center Annual Budget cost for FY 2017 is approximately \$94.3 million, which represents a decrease of approximately \$2.9 million from the prior year's budget. Third Party Revenue forecast for FY 2017 is approximately \$70.2 million, which is about \$1.2 million more than the prior year's revenue.

The forecast Net Annual Budget Cost to Participants is approximately \$24.1 million which is about \$4.2 million less than the prior year's budget. Funding allocations for each member are attached to this staff report and shown on page H-1 of the budget.

### Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC pass a motion approving the Lodi Energy Center FY 2017 Annual Budget in the amount of \$94,318,807 and maintaining the Operating Reserve Fund amount at \$11,217,009 for FY 2017.

Prepared by:



DONNA STEVENER  
Assistant General Manager/CFO  
Administrative Services/Finance

Attachments: (# 1)

- Allocation of LEC Project Budget
- LEC Budget



**FY 2017**  
**Lodi Energy Center**  
**ANNUAL BUDGET**



# Section - H

## Lodi Energy Center Annual Operating Budget

|                                         |       |
|-----------------------------------------|-------|
| ➤ Allocation of Project Budget          | H - 1 |
| ➤ Cost Summary                          | H - 3 |
| ➤ O&M and Capital Projects              | H - 9 |
| ➤ Maintenance Reserves                  | H-11  |
| ➤ ISO Charges                           | H-12  |
| ➤ Ancillary Services Revenue            | H-15  |
| ➤ Shared Facilities – Gas Plants        | H-17  |
| ➤ Generation Services                   | H-20  |
| ➤ JPA Services                          | H-21  |
| ➤ Org Chart                             | H-22  |
| ➤ Labor                                 | H-23  |
| ➤ Debt Service                          | H-24  |
| ➤ Average Electric & Gas Price Forecast | H-37  |
| ➤ Capacity Factor                       | H-38  |
| ➤ GHG Projection                        | H-39  |
| ➤ Gas Offtake                           | H-40  |



LODI ENERGY CENTER  
Allocation of Project Budget  
FY 2017

ALLOCATION PERCENTAGES:  
Generation Entitlement Share (1)

|                                                   |       | Allocated by | Total       | Azusa        | BART         | Biggs       | CDWR           | Gridley      | Healdsburg   | Lodi         | Lompoc       | MID          | Plumas-Sierra | PWRPA        | SVP            | Ukiah        |
|---------------------------------------------------|-------|--------------|-------------|--------------|--------------|-------------|----------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|----------------|--------------|
| ALLOCATION PERCENTAGES:                           |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
| Generation Entitlement Share <sup>(1)</sup>       |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
|                                                   | GES   |              | 100.0000%   | 2.7857%      | 6.6000%      | 0.2679%     | 33.5000%       | 1.9643%      | 1.6428%      | 9.5000%      | 2.0357%      | 10.7143%     | 0.7857%       | 2.6679%      | 25.7500%       | 1.7857%      |
| Indenture Cost Share A                            | ICS A |              | 100.0000%   | 4.9936%      | 11.8310%     | 0.4802%     | 0.0000%        | 3.5212%      | 2.9448%      | 17.0295%     | 3.6491%      | 0.0000%      | 1.4084%       | 4.7824%      | 46.1588%       | 3.2010%      |
| Indenture Cost Share B                            | ICS B |              | 100.0000%   | 0.000%       | 0.000%       | 0.000%      | 100.000%       | 0.000%       | 0.000%       | 0.000%       | 0.000%       | 0.000%       | 0.000%        | 0.000%       | 0.000%         | 0.000%       |
| PROJECTED MWH                                     |       |              | 1,855,765   | 46,125       | 109,280      | 4,436       | 554,681        | 32,524       | 27,201       | 157,298      | 33,706       | 177,404      | 13,009        | 44,174       | 426,360        | 29,567       |
| PROJECT COSTS:                                    |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
| Fuel Cost                                         | GES   | \$           | 44,100,578  | \$ 1,228,510 | \$ 2,910,638 | \$ 118,145  | \$ 14,773,694  | \$ 866,268   | \$ 724,484   | \$ 4,189,555 | \$ 897,755   | \$ 4,725,068 | \$ 346,498    | \$ 1,176,559 | \$ 11,355,899  | \$ 787,504   |
| Labor                                             | GES   | \$           | 4,765,279   | \$ 132,746   | \$ 314,508   | \$ 12,766   | \$ 1,596,368   | \$ 93,604    | \$ 78,284    | \$ 452,702   | \$ 97,007    | \$ 510,586   | \$ 37,441     | \$ 127,133   | \$ 1,227,059   | \$ 85,094    |
| Variable O&M                                      | GES   | \$           | 5,108,876   | \$ 142,262   | \$ 337,054   | \$ 13,681   | \$ 1,710,803   | \$ 100,314   | \$ 83,896    | \$ 485,153   | \$ 103,961   | \$ 547,166   | \$ 40,125     | \$ 136,246   | \$ 1,315,021   | \$ 91,193    |
| Fixed O&M                                         | GES   | \$           | 3,250,596   | \$ 90,552    | \$ 214,539   | \$ 8,708    | \$ 1,088,950   | \$ 63,851    | \$ 53,401    | \$ 308,807   | \$ 66,172    | \$ 348,279   | \$ 25,540     | \$ 86,723    | \$ 837,028     | \$ 58,046    |
| O&M Administration                                | GES   | \$           | 228,663     | \$ 6,314     | \$ 14,960    | \$ 607      | \$ 75,932      | \$ 4,452     | \$ 3,724     | \$ 21,533    | \$ 4,614     | \$ 24,285    | \$ 1,781      | \$ 6,047     | \$ 58,366      | \$ 4,048     |
| Mandatory Costs                                   | GES   | \$           | 291,357     | \$ 8,116     | \$ 19,230    | \$ 781      | \$ 97,605      | \$ 5,723     | \$ 4,786     | \$ 27,679    | \$ 5,931     | \$ 31,217    | \$ 2,289      | \$ 7,773     | \$ 75,024      | \$ 5,203     |
| Inventory Stock                                   | GES   | \$           | 400,000     | \$ 11,143    | \$ 26,400    | \$ 1,072    | \$ 134,000     | \$ 7,857     | \$ 6,571     | \$ 38,000    | \$ 8,143     | \$ 42,857    | \$ 3,143      | \$ 10,672    | \$ 103,000     | \$ 7,143     |
| O&M and Capital Projects Costs                    | GES   | \$           | 1,230,000   | \$ 34,264    | \$ 81,180    | \$ 3,295    | \$ 412,050     | \$ 24,161    | \$ 20,206    | \$ 116,850   | \$ 25,039    | \$ 131,786   | \$ 9,664      | \$ 32,815    | \$ 316,725     | \$ 21,964    |
| Maintenance Reserve                               | GES   | \$           | 1,575,000   | \$ 43,875    | \$ 103,950   | \$ 4,219    | \$ 527,625     | \$ 30,938    | \$ 25,874    | \$ 149,625   | \$ 32,062    | \$ 168,750   | \$ 12,375     | \$ 42,019    | \$ 405,563     | \$ 28,125    |
| Other Costs                                       | GES   | \$           | 1,113,414   | \$ 31,016    | \$ 73,485    | \$ 2,983    | \$ 372,994     | \$ 21,871    | \$ 18,291    | \$ 105,774   | \$ 22,666    | \$ 119,295   | \$ 8,748      | \$ 29,705    | \$ 286,704     | \$ 19,882    |
| Transmission (CAISO)                              | GES   | \$           | 672,131     | \$ 18,724    | \$ 44,361    | \$ 1,801    | \$ 225,164     | \$ 13,203    | \$ 11,042    | \$ 63,852    | \$ 13,683    | \$ 72,014    | \$ 5,281      | \$ 17,932    | \$ 173,074     | \$ 12,002    |
| Energy Purchases (CAISO)                          |       | \$           | 1,702,141   |              |              |             |                |              |              |              |              |              | \$            | 1,702,141    |                |              |
| Debt Service Cost:                                |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
| Indenture Group A Cost                            | ICS A | \$           | 21,234,783  | \$ 1,060,380 | \$ 2,512,287 | \$ 101,969  | \$ -           | \$ 747,719   | \$ 625,322   | \$ 3,616,177 | \$ 774,878   | \$ -         | \$ 299,071    | \$ 1,015,532 | \$ 9,801,721   | \$ 679,725   |
| BAB's Subsidy (Group A)                           | ICS A | \$           | (4,194,160) | \$ (209,440) | \$ (496,211) | \$ (20,140) | \$ -           | \$ (147,685) | \$ (123,510) | \$ (714,244) | \$ (153,049) | \$ -         | \$ (59,071)   | \$ (200,582) | \$ (1,935,974) | \$ (134,255) |
| Debt and Trustee Fees (Group A)                   | ICS A | \$           | 35,326      | \$ 1,784     | \$ 4,179     | \$ 170      | \$ -           | \$ 1,244     | \$ 1,040     | \$ 6,016     | \$ 1,289     | \$ -         | \$ 498        | \$ 1,689     | \$ 16,306      | \$ 1,131     |
| Indenture Group B Cost                            | ICS B | \$           | 11,412,030  | \$ -         | \$ -         | \$ -        | \$ 11,412,030  | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -          | \$ -         | \$ -           | \$ -         |
| BAB's Subsidy (Group B)                           | ICS B | \$           | (2,015,392) | \$ -         | \$ -         | \$ -        | \$ (2,015,392) | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -          | \$ -         | \$ -           | \$ -         |
| Debt and Trustee Fees (Group B)                   | ICS B | \$           | 21,580      | \$ -         | \$ -         | \$ -        | \$ 21,580      | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -          | \$ -         | \$ -           | \$ -         |
| Administrative & General                          | GES   | \$           | 2,063,039   | \$ 57,470    | \$ 136,161   | \$ 5,527    | \$ 691,118     | \$ 40,524    | \$ 33,892    | \$ 195,989   | \$ 41,997    | \$ 221,040   | \$ 16,209     | \$ 55,040    | \$ 531,233     | \$ 36,840    |
| Power Management Allocated Costs                  | GES   | \$           | 1,327,566   | \$ 36,982    | \$ 87,619    | \$ 3,557    | \$ 444,735     | \$ 26,077    | \$ 21,809    | \$ 126,119   | \$ 27,025    | \$ 142,239   | \$ 10,431     | \$ 35,418    | \$ 341,848     | \$ 23,706    |
| Total Project Costs                               |       | \$           | 94,318,807  | \$ 2,694,679 | \$ 6,384,340 | \$ 259,141  | \$ 31,569,255  | \$ 1,900,123 | \$ 1,589,113 | \$ 9,189,586 | \$ 1,969,174 | \$ 7,084,563 | \$ 760,022    | \$ 4,282,863 | \$ 24,908,597  | \$ 1,727,351 |
| Estimated price per MWh                           |       | \$           | 56.96       | \$ 58.42     | \$ 58.42     | \$ 58.42    | \$ 56.91       | \$ 58.42     | \$ 58.42     | \$ 58.42     | \$ 58.42     | \$ 39.93     | \$ 58.42      | \$ 96.95     | \$ 58.42       | \$ 58.42     |
| Third Party Revenue                               |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
| ISO Energy Sales                                  | GES   | \$           | 68,846,223  | \$ 1,917,849 | \$ 4,543,851 | \$ 184,439  | \$ 23,063,485  | \$ 1,352,346 | \$ 1,131,006 | \$ 6,540,391 | \$ 1,401,503 | \$ 7,376,391 | \$ 540,925    | \$ 1,836,748 | \$ 17,727,902  | \$ 1,229,387 |
| Ancillary Services Sales                          | GES   | \$           | 1,302,829   | \$ 36,293    | \$ 85,987    | \$ 3,490    | \$ 436,448     | \$ 25,591    | \$ 21,403    | \$ 123,769   | \$ 26,522    | \$ 139,589   | \$ 10,236     | \$ 34,758    | \$ 335,478     | \$ 23,265    |
| Interest & Other Income                           | GES   | \$           | 9,080       | \$ 253       | \$ 599       | \$ 24       | \$ 3,042       | \$ 178       | \$ 149       | \$ 863       | \$ 185       | \$ 973       | \$ 71         | \$ 242       | \$ 2,338       | \$ 162       |
| Interest Income (Group A)                         | ICS A | \$           | 32,667      | \$ 1,631     | \$ 3,865     | \$ 157      | \$ -           | \$ 1,150     | \$ 962       | \$ 5,563     | \$ 1,192     | \$ -         | \$ 460        | \$ 1,562     | \$ 15,079      | \$ 1,046     |
| Interest Income (Group B)                         | ICS B | \$           | 5,872       | \$ -         | \$ -         | \$ -        | \$ 5,872       | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -          | \$ -         | \$ -           | \$ -         |
|                                                   |       | \$           | 70,196,671  | \$ 1,956,026 | \$ 4,634,302 | \$ 188,111  | \$ 23,508,846  | \$ 1,379,266 | \$ 1,153,520 | \$ 6,670,586 | \$ 1,429,401 | \$ 7,516,953 | \$ 551,693    | \$ 1,873,311 | \$ 18,080,798  | \$ 1,253,859 |
| Annual Project Costs, net                         |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
|                                                   |       | \$           | 24,122,136  | \$ 738,653   | \$ 1,750,039 | \$ 71,030   | \$ 8,060,409   | \$ 520,856   | \$ 435,593   | \$ 2,519,001 | \$ 539,773   | \$ (432,390) | \$ 208,330    | \$ 2,409,552 | \$ 6,827,799   | \$ 473,491   |
| Estimated price per Mwh, net                      |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
|                                                   |       | \$           | 14.57       | \$ 16.01     | \$ 16.01     | \$ 16.01    | \$ 14.53       | \$ 16.01     | \$ 16.01     | \$ 16.01     | \$ 16.01     | \$ (2.44)    | \$ 16.01      | \$ 54.55     | \$ 16.01       | \$ 16.01     |
| JPA Assessment (per PMOA)                         |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
|                                                   |       | \$           | 126,073     | \$ 7,071     | \$ -         | \$ -        | \$ 85,034      | \$ -         | \$ -         | \$ -         | \$ -         | \$ 27,196    | \$ -          | \$ 6,772     | \$ -           | \$ -         |
| Summary of Variable and Fixed Project Costs:      |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
| Variable Costs                                    |       | \$           | 51,581,726  | \$ 1,389,496 | \$ 3,292,053 | \$ 133,627  | \$ 16,709,661  | \$ 979,785   | \$ 819,422   | \$ 4,738,561 | \$ 1,015,399 | \$ 5,344,248 | \$ 391,904    | \$ 3,032,878 | \$ 12,843,993  | \$ 890,700   |
| Fixed Costs                                       |       | \$           | 42,737,081  | \$ 1,305,183 | \$ 3,092,288 | \$ 125,513  | \$ 14,859,594  | \$ 920,338   | \$ 769,691   | \$ 4,451,026 | \$ 953,775   | \$ 1,740,315 | \$ 368,118    | \$ 1,249,985 | \$ 12,064,604  | \$ 836,651   |
|                                                   |       | \$           | 94,318,807  | \$ 2,694,679 | \$ 6,384,340 | \$ 259,141  | \$ 31,569,255  | \$ 1,900,123 | \$ 1,589,113 | \$ 9,189,586 | \$ 1,969,174 | \$ 7,084,563 | \$ 760,022    | \$ 4,282,863 | \$ 24,908,597  | \$ 1,727,351 |
| FY 2016 Approved Budget (For Comparison Purpose): |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
| Net Annual Project Costs                          |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
|                                                   |       | \$           | 28,320,204  | \$ 902,823   | \$ 2,138,999 | \$ 86,818   | \$ 10,035,060  | \$ 636,620   | \$ 532,409   | \$ 3,078,867 | \$ 659,744   | \$ 200,361   | \$ 254,633    | \$ 869,808   | \$ 8,345,333   | \$ 578,728   |
| Project Costs (Decrease)                          |       |              |             |              |              |             |                |              |              |              |              |              |               |              |                |              |
|                                                   |       | \$           | (4,198,068) | \$ (164,171) | \$ (388,960) | \$ (15,788) | \$ (1,974,651) | \$ (115,764) | \$ (96,816)  | \$ (559,866) | \$ (119,971) | \$ (632,751) | \$ (46,304)   | \$ 1,539,744 | \$ (1,517,534) | \$ (105,237) |
|                                                   |       |              | -14.82%     | -18.18%      | -18.18%      | -18.18%     | -19.68%        | -18.18%      | -18.18%      | -18.18%      | -18.18%      | -315.81%     | -18.18%       | 177.02%      | -18.18%        | -18.18%      |

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

|                                                                                                  |         |            |             |             |            |              |            |            |             |            |             |            |             |              |            |
|--------------------------------------------------------------------------------------------------|---------|------------|-------------|-------------|------------|--------------|------------|------------|-------------|------------|-------------|------------|-------------|--------------|------------|
| O&M Reserve Fund Calculation:                                                                    |         |            |             |             |            |              |            |            |             |            |             |            |             |              |            |
| Total O&M Costs                                                                                  | \$      | 66,179,405 |             |             |            |              |            |            |             |            |             |            |             |              |            |
| Estimated Requirement                                                                            | /365*60 | 10,878,806 | 303,051     | 718,001     | 29,144     | 3,644,401    | 213,692    | 178,717    | 1,033,487   | 221,460    | 1,165,588   | 85,475     | 290,236     | 2,801,293    | 194,263    |
| O&M Reserve balance as of February 2016                                                          |         | 11,289,475 | 314,491     | 745,105     | 30,245     | 3,781,973    | 221,759    | 185,463    | 1,072,500   | 229,820    | 1,209,588   | 88,701     | 301,192     | 2,907,040    | 201,596    |
| Excess Reserve Requirement                                                                       | \$      | (410,669)  | \$ (11,440) | \$ (27,104) | \$ (1,101) | \$ (137,572) | \$ (8,067) | \$ (6,746) | \$ (39,013) | \$ (8,360) | \$ (44,000) | \$ (3,226) | \$ (10,956) | \$ (105,747) | \$ (7,333) |
| Excess Reserve Requirement will be credited to participants in the July 2016 All Resources Bill. |         |            |             |             |            |              |            |            |             |            |             |            |             |              |            |





## NORTHERN CALIFORNIA POWER AGENCY

## Lodi Energy Center

## Comparative Annual Budget Report

|                                               | FY 2015<br>Budget   | FY 2015<br>Actual    | FY 2016<br>Budget   | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|-----------------------------------------------|---------------------|----------------------|---------------------|-------------------------------|-------------------------|
| <b>Routine O &amp; M Costs</b>                |                     |                      |                     |                               |                         |
| Variable                                      | \$3,651,332         | \$5,634,829          | \$4,844,523         | \$5,106,876                   | \$262,353               |
| Fixed                                         | 2,750,358           | 3,340,737            | 2,841,894           | 3,250,596                     | 408,702                 |
| Administration                                | 250,914             | 190,608              | 239,272             | 226,663                       | (12,609)                |
| Mandatory Costs                               | 235,000             | 141,959              | 250,000             | 291,357                       | 41,357                  |
| Inventory Stock                               | 400,000             | 303,083              | 400,000             | 400,000                       | 0                       |
| Routine O & M Costs without Labor             | 7,287,604           | 9,611,216            | 8,575,689           | 9,275,492                     | 699,803                 |
| Labor                                         | 4,299,182           | 4,165,619            | 4,381,034           | 4,765,279                     | 384,245                 |
| <b>Total Routine O &amp; M Costs</b>          | <b>11,586,786</b>   | <b>13,776,835</b>    | <b>12,956,723</b>   | <b>14,040,771</b>             | <b>1,084,048</b>        |
| <b>Other Plant Costs</b>                      |                     |                      |                     |                               |                         |
| Fuel                                          | 41,167,130          | 47,290,233           | 49,851,536          | 44,100,578                    | (5,750,958)             |
| CA ISO Charges (variable)                     | 489,050             | 1,327,398            | 657,289             | 672,131                       | 14,842                  |
| CA ISO Energy Purchases (variable)            | 0                   | 7,275,217            | 0                   | 1,702,141                     | 1,702,141               |
| Debt Service                                  | 26,437,890          | 26,444,580           | 26,440,994          | 26,437,261                    | (3,733)                 |
| Insurance                                     | 1,000,425           | 712,215              | 820,000             | 770,000                       | (50,000)                |
| Other Costs                                   | 51,781              | 14,138               | 56,875              | 56,906                        | 31                      |
| Generation Services Shared                    | 437,453             | 286,768              | 388,592             | 343,414                       | (45,178)                |
| Administrative & General                      | 1,728,654           | 1,858,402            | 1,905,508           | 2,063,039                     | 157,531                 |
| Power Management Allocated Costs              | 1,187,916           | 1,020,536            | 1,228,543           | 1,327,566                     | 99,023                  |
| <b>Total O &amp; M Costs</b>                  | <b>84,087,085</b>   | <b>100,006,322</b>   | <b>94,306,060</b>   | <b>91,513,807</b>             | <b>(2,792,253)</b>      |
| <b>Projects <sup>(A)</sup></b>                |                     |                      |                     |                               |                         |
| Operations & Maintenance                      | 332,500             | 49,562               | 202,000             | 30,000                        | (172,000)               |
| Capital                                       | 4,658,760           | 4,550,520            | 952,589             | 1,200,000                     | 247,411                 |
| Maintenance Reserve                           | 1,800,000           | 1,800,000            | 1,800,000           | 1,575,000                     | (225,000)               |
| <b>Total Projects</b>                         | <b>6,791,260</b>    | <b>6,400,082</b>     | <b>2,954,589</b>    | <b>2,805,000</b>              | <b>(149,589)</b>        |
| <b>Annual Budget Cost</b>                     | <b>90,878,345</b>   | <b>106,406,404</b>   | <b>97,260,649</b>   | <b>94,318,807</b>             | <b>(2,941,842)</b>      |
| <b>Less: Third Party Revenue</b>              |                     |                      |                     |                               |                         |
| ISO Energy Sales                              | 54,517,593          | 70,080,039           | 67,279,734          | 68,846,223                    | 1,566,489               |
| Ancillary Services Sales                      | 1,420,431           | 2,236,809            | 1,616,222           | 1,302,829                     | (313,393)               |
| Interest Income - Operations                  | 5,950               | 22,436               | 5,950               | 5,950                         | 0                       |
| Interest Income (NCPA)                        | 32,667              | 63,256               | 32,667              | 32,667                        | 0                       |
| Interest Income (CDWR)                        | 5,872               | 1,847                | 5,872               | 5,872                         | 0                       |
| Other Income                                  | 0                   | 808                  | 0                   | 3,130                         | 3,130                   |
|                                               | 55,982,513          | 72,405,195           | 68,940,445          | 70,196,671                    | 1,256,226               |
| <b>Net Annual Budget Cost To Participants</b> | <b>\$34,895,832</b> | <b>\$34,001,209</b>  | <b>\$28,320,204</b> | <b>\$24,122,136</b>           | <b>(\$4,198,068)</b>    |
| <b>Total Variable Costs</b>                   | <b>\$45,307,512</b> | <b>\$61,527,677</b>  | <b>\$55,353,348</b> | <b>\$51,581,726</b>           | <b>(\$3,771,622)</b>    |
| <b>Total Fixed Costs</b>                      | <b>45,570,833</b>   | <b>44,878,727</b>    | <b>41,907,301</b>   | <b>42,737,081</b>             | <b>829,780</b>          |
|                                               | <b>\$90,878,345</b> | <b>\$106,406,404</b> | <b>\$97,260,649</b> | <b>\$94,318,807</b>           | <b>(\$2,941,842)</b>    |
| <b>Net Annual Generation (MWh)</b>            | <b>1,207,542</b>    | <b>1,668,709</b>     | <b>1,605,494</b>    | <b>1,655,765</b>              | <b>50,271</b>           |
| <b>Net Annual Budget Costs per MWh</b>        | <b>\$29</b>         | <b>\$20</b>          | <b>\$18</b>         | <b>\$15</b>                   | <b>(\$3)</b>            |
| <b>Variable Costs per MWh</b>                 | <b>\$38</b>         | <b>\$37</b>          | <b>\$34</b>         | <b>\$31</b>                   | <b>(\$3)</b>            |
| <b>Fixed Costs per KW Month</b>               | <b>\$14</b>         | <b>\$13</b>          | <b>\$12</b>         | <b>\$13</b>                   | <b>\$1</b>              |

(A) The FY 2017 proposed Projects and Maintenance Reserve Funding Requirements will be funded using FY 2016 Transmission Upgrades Project refund.

NORTHERN CALIFORNIA POWER AGENCY  
Lodi Energy Center  
Comparative Annual Budget Report

|                                     | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| <b>Variable O&amp;M Costs</b>       |                   |                   |                   |                               |                         |
| Services -                          |                   |                   |                   |                               |                         |
| Variable Services                   | \$2,409,386       | \$4,019,590       | \$3,328,201       | \$3,510,222                   | \$182,021               |
| Waste Disposal                      | 0                 | 0                 | 0                 | 546,402                       | 546,402                 |
| Laboratory and Testing              | 0                 | 0                 | 0                 | 24,836                        | 24,836                  |
| Resin Bottles and Regeneration      | 0                 | 0                 | 0                 | 65,072                        | 65,072                  |
| Subtotal                            | 2,409,386         | 4,019,590         | 3,328,201         | 4,146,532                     | 818,331                 |
| Other -                             |                   |                   |                   |                               |                         |
| Ammonia/Emissions Gases             | \$101,985         | \$169,476         | \$128,440         | \$165,577                     | \$37,137                |
| Emissions Chemicals/Gases           | 19,122            | 14,292            | 16,055            | 0                             | (16,055)                |
| Water Treatment Waste Disposal      | 305,954           | 603,119           | 369,264           | 0                             | (369,264)               |
| Raw Water Treatment System          | 0                 | 2,170             | 0                 | 0                             | 0                       |
| Demin and Evap Cooler Water Systems | 0                 | 13,090            | 0                 | 0                             | 0                       |
| Cooling Tower Treatment             | 0                 | 85                | 0                 | 0                             | 0                       |
| Dry Chemicals                       | 216,717           | 253,804           | 272,934           | 281,480                       | 8,546                   |
| Bulk Chemicals                      | 280,458           | 286,979           | 369,264           | 298,038                       | (71,226)                |
| Specialty Chemicals                 | 127,481           | 131,041           | 112,385           | 132,461                       | 20,076                  |
| Laboratory and Testing              | 140,229           | 38,322            | 160,549           | 0                             | (160,549)               |
| Filters                             | 50,000            | 81,850            | 63,096            | 82,788                        | 19,692                  |
| Resin Bottle & Regeneration         | 0                 | 21,012            | 24,335            | 0                             | (24,335)                |
| Subtotal                            | 1,241,946         | 1,615,239         | 1,516,322         | 960,344                       | (555,978)               |
| Total Variable O&M                  | \$3,651,332       | \$5,634,829       | \$4,844,523       | \$5,106,876                   | \$262,353               |

NORTHERN CALIFORNIA POWER AGENCY  
Lodi Energy Center  
Comparative Annual Budget Report

|                            | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|----------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| <b>Fixed O&amp;M Costs</b> |                   |                   |                   |                               |                         |
| Services -                 |                   |                   |                   |                               |                         |
| Legal                      | 40,000            | 104,097           | 40,000            | 55,000                        | 15,000                  |
| Consultants                | 100,000           | 5,295             | 80,000            | 0                             | (80,000)                |
| Electrical/Control         | 30,000            | 564               | 30,000            | 110,000                       | 80,000                  |
| Buildings and Grounds      | 55,000            | 70,962            | 55,000            | 75,000                        | 20,000                  |
| Overall Facility Expense   | 15,000            | 36,430            | 10,000            | 150,000                       | 140,000                 |
| CEMS Support Contact       | 10,000            | 9,784             | 10,000            | 0                             | (10,000)                |
| DCS Support                | 115,000           | 80,000            | 80,000            | 0                             | (80,000)                |
| Predictive Maintenance     | 50,000            | 72,209            | 82,000            | 0                             | (82,000)                |
| Nalco                      | 0                 | 20,627            | 61,020            | 0                             | (61,020)                |
| CTG and Accessories        | 110,000           | 111,332           | 110,000           | 244,000                       | 134,000                 |
| HRSG/Stack                 | 30,000            | 0                 | 10,000            | 100,000                       | 90,000                  |
| STG and Accessories        | 0                 | 0                 | 0                 | 100,000                       | 100,000                 |
| Water Treatment            | 0                 | 0                 | 0                 | 132,000                       | 132,000                 |
| Balance of Plant           | 0                 | 0                 | 0                 | 60,000                        | 60,000                  |
| Network/Communication      | 0                 | 0                 | 0                 | 10,000                        | 10,000                  |
| Subtotal                   | 555,000           | 511,301           | 568,020           | 1,036,000                     | 467,980                 |
| Supplies -                 |                   |                   |                   |                               |                         |
| Overall Facility Expense   | 0                 | 0                 | 0                 | 10,000                        | 10,000                  |
| Gas Turbine                | 70,000            | 208,094           | 70,000            | 0                             | (70,000)                |
| CTG and Accessories        | 0                 | 0                 | 0                 | 59,000                        | 59,000                  |
| HRSG/Stack                 | 0                 | 0                 | 0                 | 50,000                        | 50,000                  |
| STG and Accessories        | 0                 | 0                 | 0                 | 35,000                        | 35,000                  |
| Water Treatment            | 0                 | 0                 | 0                 | 75,000                        | 75,000                  |
| Balance of Plant           | 65,000            | 44,094            | 60,000            | 225,000                       | 165,000                 |
| Electrical/Control         | 0                 | 0                 | 0                 | 25,000                        | 25,000                  |
| Network/Communication      | 0                 | 0                 | 0                 | 15,000                        | 15,000                  |
| Buildings and Grounds      | 0                 | 0                 | 0                 | 10,000                        | 10,000                  |
| Subtotal                   | 135,000           | 252,188           | 130,000           | 504,000                       | 374,000                 |

NORTHERN CALIFORNIA POWER AGENCY  
Lodi Energy Center  
Comparative Annual Budget Report

|                                                 | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|-------------------------------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| Other -                                         |                   |                   |                   |                               |                         |
| Telecommunications                              | 0                 | 644               | 0                 | 0                             | 0                       |
| Telephone & Dedicated Comm.                     | 0                 | 1,343             | 0                 | 0                             | 0                       |
| Telephone-Data CMU Link                         | 0                 | 472               | 0                 | 0                             | 0                       |
| Rental                                          | 25,000            | 80,297            | 30,000            | 36,000                        | 6,000                   |
| HRSG/Boilers                                    | 77,250            | 188,102           | 80,000            | 0                             | (80,000)                |
| Steam Turbine                                   | 51,500            | 240,285           | 55,000            | 0                             | (55,000)                |
| Generator                                       | 61,800            | 20,931            | 61,800            | 0                             | (61,800)                |
| Misc Maintenance Mat. & Sup.                    | 200,000           | 238,325           | 200,000           | 0                             | (200,000)               |
| Water Treatment                                 | 100,000           | 238,450           | 100,000           | 0                             | (100,000)               |
| Liquidated Gas Turbines Shared Facilities - O&M | 174,808           | 246,331           | 170,183           | 200,783                       | 30,600                  |
| Auxiliary Power and Utilities                   | 370,000           | 322,067           | 370,000           | 370,000                       | 0                       |
| Lease                                           | 1,000,000         | 1,000,000         | 1,076,891         | 1,103,813                     | 26,922                  |
| Subtotal                                        | 2,060,358         | 2,577,248         | 2,143,874         | 1,710,596                     | (433,278)               |
| Total Fixed O&M                                 | \$2,750,358       | \$3,340,737       | \$2,841,894       | \$3,250,596                   | \$408,702               |

## NORTHERN CALIFORNIA POWER AGENCY

## Lodi Energy Center

## Comparative Annual Budget Report

|                                                | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|------------------------------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| <b>Administration</b>                          |                   |                   |                   |                               |                         |
| Other -                                        |                   |                   |                   |                               |                         |
| Travel                                         | 10,000            | 9,822             | 10,000            | 10,000                        | 0                       |
| Staff Development                              | 20,000            | 19,181            | 20,000            | 20,000                        | 0                       |
| Meals & Per Diems                              | 750               | 410               | 0                 | 500                           | 500                     |
| General Office Supplies                        | 0                 | 70                | 0                 | 0                             | 0                       |
| Awards/Functions/Meetings                      | 0                 | 5,717             | 0                 | 2,000                         | 2,000                   |
| Liquidated Gas Turbines Shared Facilities - Ad | 220,164           | 155,408           | 209,272           | 194,163                       | (15,109)                |
| Subtotal                                       | 250,914           | 190,608           | 239,272           | 226,663                       | (12,609)                |
| Total Administration                           | \$250,914         | \$190,608         | \$239,272         | \$226,663                     | (\$12,609)              |
| <b>Mandatory Costs</b>                         |                   |                   |                   |                               |                         |
| Services -                                     |                   |                   |                   |                               |                         |
| Hazardous Waste Disposal                       | \$25,000          | \$11,811          | \$15,000          | \$15,000                      | \$0                     |
| Environmental Services/Testing                 | 0                 | 0                 | 0                 | 68,000                        | 68,000                  |
| Compliance Costs                               | 0                 | 0                 | 0                 | 15,000                        | 15,000                  |
| Security Services                              | 0                 | 0                 | 0                 | 5,000                         | 5,000                   |
| Safety Services                                | 0                 | 0                 | 0                 | 20,000                        | 20,000                  |
|                                                | 25,000            | 11,811            | 15,000            | 123,000                       | 108,000                 |
| Other -                                        |                   |                   |                   |                               |                         |
| Permit Fees                                    | 45,000            | 9,453             | 40,000            | 125,000                       | 85,000                  |
| Environmental Supplies                         | 0                 | 0                 | 0                 | 1,000                         | 1,000                   |
| Safety Supplies                                | 15,000            | 10,565            | 15,000            | 15,000                        | 0                       |
| Regulatory Permit Services                     | 50,000            | 84,545            | 50,000            | 0                             | (50,000)                |
| Title V Permit Fee                             | 100,000           | 25,584            | 100,000           | 0                             | (100,000)               |
| Mechanical Integrity Test                      | 0                 | 0                 | 15,000            | 0                             | (15,000)                |
| RATA and Source Test                           | 0                 | 0                 | 15,000            | 0                             | (15,000)                |
| Liquidated Gas Turbines Shared Facilities - Ma | 0                 | 0                 | 0                 | 27,357                        | 27,357                  |
|                                                | 210,000           | 130,148           | 235,000           | 168,357                       | (66,643)                |
|                                                | \$235,000         | \$141,959         | \$250,000         | \$291,357                     | \$41,357                |
| <b>Inventory</b>                               |                   |                   |                   |                               |                         |
| Critical Spare Parts                           | \$400,000         | \$303,083         | \$400,000         | \$400,000                     | \$0                     |
|                                                | \$400,000         | \$303,083         | \$400,000         | \$400,000                     | \$0                     |
| <b>Labor</b>                                   |                   |                   |                   |                               |                         |
| Generation                                     | \$3,305,474       | \$3,312,021       | \$3,359,782       | \$3,666,631                   | \$306,849               |
| Maintenance                                    | 993,708           | 840,496           | 1,021,252         | 1,098,648                     | 77,396                  |
| Power Management                               | 0                 | 13,102            | 0                 | 0                             | 0                       |
|                                                | \$4,299,182       | \$4,165,619       | \$4,381,034       | \$4,765,279                   | \$384,245               |

NORTHERN CALIFORNIA POWER AGENCY  
Lodi Energy Center  
Comparative Annual Budget Report

|                                     | FY 2015<br>Budget   | FY 2015<br>Actual   | FY 2016<br>Budget   | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|-------------------------------------|---------------------|---------------------|---------------------|-------------------------------|-------------------------|
| <b>CA ISO Costs</b>                 |                     |                     |                     |                               |                         |
| Purchased Energy                    | \$0                 | \$7,275,217         | \$0                 | \$1,702,141                   | \$1,702,141             |
| Grid Management Charge              | 489,050             | 718,045             | 657,289             | 672,131                       | 14,842                  |
| Ancillary Services                  | 0                   | 46,704              | 0                   | 0                             | 0                       |
| Other Charges                       | 0                   | 562,649             | 0                   | 0                             | 0                       |
|                                     | <u>\$489,050</u>    | <u>\$8,602,615</u>  | <u>\$657,289</u>    | <u>\$2,374,272</u>            | <u>\$1,716,983</u>      |
| <b>Debt Service</b>                 |                     |                     |                     |                               |                         |
| Issue #1 (NCPA) -                   |                     |                     |                     |                               |                         |
| Principal                           | \$4,885,417         | \$4,885,417         | \$5,131,250         | \$5,387,083                   | \$255,833               |
| Interest                            | 16,348,533          | 16,348,531          | 16,104,262          | 15,847,700                    | (256,562)               |
| BABS Interest Subsidy               | (4,194,160)         | (4,189,640)         | (4,194,160)         | (4,194,160)                   | 0                       |
|                                     | <u>17,039,790</u>   | <u>17,044,308</u>   | <u>17,041,352</u>   | <u>17,040,623</u>             | <u>(729)</u>            |
| Issue #2 (CDWR) -                   |                     |                     |                     |                               |                         |
| Principal                           | 4,177,500           | 4,177,500           | 4,387,917           | 4,596,667                     | 208,750                 |
| Interest                            | 7,235,992           | 7,235,992           | 7,027,117           | 6,815,363                     | (211,754)               |
| BABS Interest Subsidy               | (2,015,392)         | (2,013,220)         | (2,015,392)         | (2,015,392)                   | 0                       |
|                                     | <u>9,398,100</u>    | <u>9,400,272</u>    | <u>9,399,642</u>    | <u>9,396,638</u>              | <u>(3,004)</u>          |
|                                     | <u>\$26,437,890</u> | <u>\$26,444,580</u> | <u>\$26,440,994</u> | <u>\$26,437,261</u>           | <u>(\$3,733)</u>        |
| <b>Other Costs</b>                  |                     |                     |                     |                               |                         |
| Debt Fees                           | \$37,448            | \$28,167            | \$42,542            | \$44,506                      | \$1,964                 |
| Trustee Fees                        | 11,000              | 25,950              | 11,000              | 12,400                        | 1,400                   |
| NERC Compliance                     | 3,333               | (39,979)            | 3,333               | 0                             | (3,333)                 |
|                                     | <u>\$51,781</u>     | <u>\$14,138</u>     | <u>\$56,875</u>     | <u>\$56,906</u>               | <u>\$31</u>             |
| <b>Generation Services Shared</b>   |                     |                     |                     |                               |                         |
| Salaries & Benefits                 | 314,600             | 231,236             | 289,830             | 282,385                       | (7,445)                 |
| Other Costs                         | 122,853             | 55,532              | 98,762              | 61,029                        | (37,733)                |
|                                     | <u>437,453</u>      | <u>286,768</u>      | <u>388,592</u>      | <u>343,414</u>                | <u>(45,178)</u>         |
| <b>Administrative &amp; General</b> |                     |                     |                     |                               |                         |
| Administrative Support              | \$1,239,763         | \$1,379,609         | \$1,384,596         | \$1,546,235                   | \$161,639               |
| General Support                     | 488,891             | 478,793             | 520,912             | 516,804                       | (4,108)                 |
|                                     | <u>\$1,728,654</u>  | <u>\$1,858,402</u>  | <u>\$1,905,508</u>  | <u>\$2,063,039</u>            | <u>\$157,531</u>        |

NORTHERN CALIFORNIA POWER AGENCY  
Lodi Energy Center  
Comparative Annual Budget Report

|                                   | FY 2015<br>Budget  | FY 2015<br>Actual  | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|-----------------------------------|--------------------|--------------------|-------------------|-------------------------------|-------------------------|
| <b>O&amp;M Projects</b>           |                    |                    |                   |                               |                         |
| Plant Betterment                  | \$125,000          | \$12,602           | \$125,000         | \$0                           | (\$125,000)             |
| PI Performance Modules            | 80,000             | 36,960             | 0                 | 0                             | 0                       |
| Electrical Circuits Relocation    | 75,000             | 0                  | 0                 | 0                             | 0                       |
| Inventory Parts Storage           | 52,500             | 0                  | 0                 | 0                             | 0                       |
| iRig-B time Stamping              | 0                  | 0                  | 0                 | 30,000                        | 30,000                  |
| Gas Plants Shared Projects        | 0                  | 0                  | 77,000            | 0                             | (77,000)                |
|                                   | <u>\$332,500</u>   | <u>\$49,562</u>    | <u>\$202,000</u>  | <u>\$30,000</u>               | <u>(\$172,000)</u>      |
| <b>Capital Projects</b>           |                    |                    |                   |                               |                         |
| Title 22 Water Storage Evaluation | \$0                | \$7,073            | \$0               | \$0                           | \$0                     |
| Platforms (20)                    | 150,000            | 34,687             | 150,000           | 150,000                       | -                       |
| DCS Software Upgrades             | 0                  | 0                  | 0                 | 450,000                       | 450,000                 |
| Ammonia Risk Reduction            | 0                  | 0                  | 0                 | 600,000                       | 600,000                 |
| Physical Security                 | 0                  | 0                  | 169,740           | 0                             | (169,740)               |
| Transmission Upgrade Project      | 4,508,760          | 4,508,760          | 632,849           | 0                             | (632,849)               |
|                                   | <u>\$4,658,760</u> | <u>\$4,550,520</u> | <u>\$952,589</u>  | <u>\$1,200,000</u>            | <u>\$247,411</u>        |



**Northern California Power Agency  
Lodi Energy Center  
Projects Detail**

| Projects                                          | Notes | Total             | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget <sup>(A)</sup> | Forecast<br>FY 2018 | Forecast<br>FY 2019 | Forecast<br>FY 2020 | Forecast<br>FY 2021 | Forecast<br>FY 2022 | Forecast<br>FY 2023 | Forecast<br>FY 2024 | Forecast<br>FY 2025 | Forecast<br>FY 2026 |
|---------------------------------------------------|-------|-------------------|-------------------|----------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Operations &amp; Maintenance (O&amp;M)</b>     |       |                   |                   |                                              |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Plant Betterment                                  | M     | \$ 125,000        | \$ 125,000        | \$ -                                         | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Gas Turbine Insulation                            | D     | 275,000           | -                 | -                                            | -                   | -                   | 275,000             | -                   | -                   | -                   | -                   | -                   | -                   |
| iRig-B Time Stamping                              | D     | 30,000            | -                 | 30,000                                       | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| HVAC                                              | D     | 40,000            | -                 | -                                            | -                   | -                   | -                   | -                   | 40,000              | -                   | -                   | -                   | -                   |
| STG Drains / Heating Blanket                      | D     | 450,000           | -                 | -                                            | -                   | -                   | -                   | 450,000             | -                   | -                   | -                   | -                   | -                   |
| Gas Plants Shared Projects                        | D     | 77,000            | 77,000            | -                                            | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| <b>Total O&amp;M Projects Funding Requirement</b> |       | <b>\$ 872,000</b> | <b>\$ 202,000</b> | <b>\$ 30,000</b>                             | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 275,000</b>   | <b>\$ 450,000</b>   | <b>\$ 40,000</b>    | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         |

| Projects                                          | Notes | Total               | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget <sup>(A)</sup> | Forecast<br>FY 2018 | Forecast<br>FY 2019 | Forecast<br>FY 2020 | Forecast<br>FY 2021 | Forecast<br>FY 2022 | Forecast<br>FY 2023 | Forecast<br>FY 2024 | Forecast<br>FY 2025 | Forecast<br>FY 2026 |
|---------------------------------------------------|-------|---------------------|-------------------|----------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Capital Projects</b>                           |       |                     |                   |                                              |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Platforms (20)                                    | D     | \$ 450,000          | \$ 150,000        | \$ 150,000                                   | \$ 150,000          | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Air Filter Puffer System                          | D     | 500,000             | -                 | -                                            | -                   | -                   | -                   | -                   | -                   | 500,000             | -                   | -                   | -                   |
| Transmission Upgrades <sup>(1)</sup>              | D     | 632,849             | 632,849           | -                                            | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| Clarifier Tank Refurbishment                      | D     | 400,000             | -                 | -                                            | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | 400,000             |
| Cooling Tower Pump Down                           | D     | 100,000             | -                 | -                                            | 100,000             | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| DCS Hardware Update                               | M     | 250,000             | -                 | -                                            | -                   | -                   | -                   | -                   | -                   | 250,000             | -                   | -                   | -                   |
| DCS Software Upgrades                             | D     | 855,000             | -                 | 450,000                                      | -                   | -                   | -                   | -                   | -                   | -                   | 405,000             | -                   | -                   |
| BOP PLC Upgrades                                  | D     | 125,000             | -                 | -                                            | -                   | -                   | -                   | -                   | 125,000             | -                   | -                   | -                   | -                   |
| BOP PLC HMI Local Interface                       | D     | 100,000             | -                 | -                                            | -                   | 100,000             | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| Ammonia Risk Reduction (100% alt shared)          | D     | 600,000             | -                 | 600,000                                      | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| Physical Security                                 | M     | 169,740             | 169,740           | -                                            | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                   |
| <b>Total Capital Projects Funding Requirement</b> |       | <b>\$ 4,182,589</b> | <b>\$ 952,589</b> | <b>\$ 1,200,000</b>                          | <b>\$ 250,000</b>   | <b>\$ 100,000</b>   | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 125,000</b>   | <b>\$ 750,000</b>   | <b>\$ 405,000</b>   | <b>\$ -</b>         | <b>\$ 400,000</b>   |

**Notes:**

- (A) These FY 2017 projects will be funded using FY 2016 Transmission Upgrades Project refund.  
D Discretionary  
M Mandatory

Authorization For Budget (AFB) is prepared for all projects greater than \$100K

The above Capital Projects listing serves as a planning & budgeting tool. Agency, Federal Energy Regulatory Commission, and Governmental Accounting Standards Board capitalization rules, policies and guidelines will be applied as costs are incurred.



Northern California Power Agency  
Maintenance Reserves - Lodi Energy Center  
Budget FY 2017

Maintenance Reserves are set aside for the purpose of funding unanticipated, but Commission approved, cost overruns, extraordinary repairs, and maintenance not budgeted. Fund balances and annual replenishments are affected through the annual operating budget. The maintenance Reserve is held in two components:

- \* **Annual Maintenance Contingency** for the purpose of funding annual maintenance overruns, unanticipated annual maintenance and annual maintenance costs not budgeted, and
- \* **Long-Term Maintenance Reserve** for anticipated costs of future estimated scheduled overhauls and other major projects as anticipated in the annual budget. Generally the projects are significant in scope and cost, planned for completion in future years and affect the long term viability of the project. Funding is spread over a period of years to mitigate the cash flow demands. Funds should not be considered available to augment the annual budget or replace the Annual Maintenance Contingency.

In the FY2013 operations budget, funding was approved for a maintenance reserve to specifically provide cash for the first five year overhaul. The reserve is to cover those costs not covered under the Siemens LTSA (FY2018). Based on actual operating experience, the timing and requirements of the overhaul have changed and are reflected below.

| Funding/(Expenditures)        | Fiscal Year Activity |                                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |
|-------------------------------|----------------------|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                               | 2016                 | 2017                            | 2018             | 2019             | 2020             | 2021             | 2022             | 2023             | 2024             | 2025             | 2026             |
| <b>LEC:</b>                   |                      |                                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Beginning Reserve Balance     | \$ 2,455,584         | \$ -                            | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             |
| Combustion Turbine (overhaul) | (3,940,000)          | -                               | -                | (120,000)        | (2,600,000)      | -                | -                | (210,000)        | -                | (2,507,000)      | -                |
| Steam Turbine                 | -                    | (20,000)                        | -                | -                | (740,000)        | -                | (20,000)         | -                | -                | (125,000)        | -                |
| Generators                    | -                    | -                               | -                | -                | (655,000)        | -                | -                | -                | -                | (1,455,000)      | -                |
| Plant Projects                | (200,000)            | (310,000)                       | (450,000)        | (340,000)        | (660,000)        | (220,000)        | (390,000)        | (280,000)        | (780,000)        | (455,000)        | (440,000)        |
| HRSG                          | (40,000)             | (525,000)                       | (40,000)         | -                | (40,000)         | (1,000,000)      | (215,000)        | -                | (40,000)         | -                | (40,000)         |
| Projected Requirements        | (4,180,000)          | (855,000)                       | (490,000)        | (460,000)        | (4,695,000)      | (1,220,000)      | (625,000)        | (490,000)        | (820,000)        | (4,542,000)      | (480,000)        |
| <b>Funding Requirement</b>    | <b>1,800,000</b>     | <b>1,575,000 <sup>(A)</sup></b> | <b>1,606,500</b> | <b>1,638,630</b> | <b>1,671,403</b> | <b>1,535,000</b> | <b>1,565,700</b> | <b>1,597,014</b> | <b>1,628,954</b> | <b>1,661,533</b> | <b>1,575,000</b> |
| Cumulative Balance            | \$ 75,584            | \$ 795,584                      | \$ 1,912,084     | \$ 3,090,714     | \$ 67,117        | \$ 382,117       | \$ 1,322,817     | \$ 2,429,831     | \$ 3,238,785     | \$ 358,318       | \$ 1,453,318     |

(A) These FY 2017 Maintenance Reserve funding requirement will be funded using FY 2016 Transmission Upgrades Project refund.

| Table #  | Program | Unit of Measure | Description                          |
|----------|---------|-----------------|--------------------------------------|
| Table 17 | LEC     | GWh, GW         | LEC Project Generation and Capacity  |
| Table 18 | LEC     | GWh             | LEC Inter SC Trade Out Energy        |
| Table 19 | LEC     | # count         | LEC Bid Segments                     |
| Table 20 | LEC     | S               | Grid Management Calculation          |
| Table 21 | LEC     | # count         | LEC Participant Inter-SC Sched Count |
| Table 22 | LEC     | S               | GMC Inter SC Trades Settlement       |
| Table 23 | LEC     | S               | LEC Inter-SC Trade Energy Costs      |
| Table 24 | LEC     | S               | LEC Allocated Schedule 7 CAISO Costs |
| Table 25 | LEC     | S               | LEC Total Allocated CAISO Costs      |

| Table 17 LEC Project Generation & Capacity |       | Energy    | Spinning Reserve | Regulation Up | Regulation Down | Total Awards |
|--------------------------------------------|-------|-----------|------------------|---------------|-----------------|--------------|
|                                            |       | GWh       | Capacity GW      | Capacity GW   | Capacity GW     |              |
| 2016 July                                  |       | 112,646   | 3,298            | 2,075         | 37,600          | 155,620      |
| August                                     |       | 157,644   | 2,677            | 1,369         | 41,078          | 202,769      |
| Sept                                       |       | 171,273   | 2,867            | 1,674         | 41,360          | 217,173      |
| October                                    |       | 161,142   | 0,825            | 0,036         | 43,616          | 205,619      |
| November                                   |       | 137,723   | 0,012            | -             | 31,772          | 169,507      |
| December                                   |       | 176,589   | -                | -             | 39,950          | 216,539      |
| 2017 January                               |       | 179,889   | -                | -             | 41,078          | 220,967      |
| February                                   |       | 159,498   | 0,015            | -             | 36,754          | 196,267      |
| March                                      |       | 183,864   | 0,081            | -             | 44,556          | 228,501      |
| April                                      |       | 9,472     | 0,044            | -             | 2,726           | 12,242       |
| May                                        |       | 98,604    | 0,768            | 0,098         | 27,542          | 127,011      |
| June                                       |       | 107,421   | 2,204            | 1,086         | 35,344          | 146,055      |
| FY2017                                     | Total | 1,655,765 | 12,792           | 2,266         | 423,376         | 2,098,270    |

Table 18 LEC Inter SC Trade Out Energy in GWh

|              | Azus   | BART   | Rinos  | CDWR   | Gridley | Healdsburg | Lodi   | Lompoc | MID    | Phumas | PWRPA   | Santa Clara | Ukiah  | Total Export Qty |
|--------------|--------|--------|--------|--------|---------|------------|--------|--------|--------|--------|---------|-------------|--------|------------------|
| 2016 July    | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 3.0053  | 0.0000      | 0.0000 | 3.0053           |
| August       | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.2058  | 0.0000      | 0.0000 | 4.2058           |
| Sept         | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.5694  | 0.0000      | 0.0000 | 4.5694           |
| October      | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.2991  | 0.0000      | 0.0000 | 4.2991           |
| November     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 3.6743  | 0.0000      | 0.0000 | 3.6743           |
| December     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.7112  | 0.0000      | 0.0000 | 4.7112           |
| 2017 January | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.7993  | 0.0000      | 0.0000 | 4.7993           |
| February     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.2552  | 0.0000      | 0.0000 | 4.2552           |
| March        | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 4.9053  | 0.0000      | 0.0000 | 4.9053           |
| April        | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.2527  | 0.0000      | 0.0000 | 0.2527           |
| May          | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 2.6307  | 0.0000      | 0.0000 | 2.6307           |
| June         | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 2.8659  | 0.0000      | 0.0000 | 2.8659           |
| FY2012       | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000  | 0.0000     | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 44.1742 | 0.0000      | 0.0000 | 44.1742          |

Table 19 LEC Bid Segments

|              | Energy | Spin Reserve Cap | NSpin Reserve | Reg Up Capacity | Reg Dn Capacity | Total Bid Segments |
|--------------|--------|------------------|---------------|-----------------|-----------------|--------------------|
| 2016 July    | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| August       | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| Sept         | 720    | 5,760            | 720           | 720             | 720             | 8,640              |
| October      | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| November     | 720    | 5,760            | 720           | 720             | 720             | 8,640              |
| December     | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| 2017 January | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| February     | 672    | 5,376            | 672           | 672             | 672             | 8,064              |
| March        | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| April        | 720    | 5,760            | 720           | 720             | 720             | 8,640              |
| May          | 744    | 5,952            | 744           | 744             | 744             | 8,928              |
| June         | 720    | 5,760            | 720           | 720             | 720             | 8,640              |
| FY2017       | Total  | 70,080           | 7,760         | 7,760           | 7,760           | 105,120            |

Note: Bid Segments assumed DA and RT Energy Bid curve with 4 bid segments each; and, Spin, NSpin, RegUp and RegDn with 1 bid segment each.

| CC 4561 - GMC System Operations Charge |                 |    |                        |
|----------------------------------------|-----------------|----|------------------------|
|                                        | Rate<br>\$/ MWh |    | LEC<br>Total           |
| 2016 July                              | 0.298           | \$ | 33,557                 |
| August                                 | 0.298           | \$ | 46,962                 |
| Sept                                   | 0.298           | \$ | 51,022                 |
| Oct                                    | 0.298           | \$ | 48,004                 |
| Nov                                    | 0.298           | \$ | 41,028                 |
| Dec                                    | 0.298           | \$ | 52,606                 |
| 2017 Jan                               | 0.298           | \$ | 53,589                 |
| Feb                                    | 0.298           | \$ | 47,514                 |
| Mar                                    | 0.298           | \$ | 54,773                 |
| April                                  | 0.298           | \$ | 2,822                  |
| May                                    | 0.298           | \$ | 29,374                 |
| Jun                                    | 0.298           | \$ | 32,001                 |
| FY2017                                 | Total           |    | <u>\$5,656,493,252</u> |

| CC 4560 - GMC Market Services Charge |                |    |                    |
|--------------------------------------|----------------|----|--------------------|
|                                      | Rate<br>\$/ MW |    | LEC<br>Total       |
| 2016 July                            | 0.085          | \$ | 13,228             |
| August                               | 0.085          | \$ | 17,235             |
| Sept                                 | 0.085          | \$ | 18,460             |
| Oct                                  | 0.085          | \$ | 17,478             |
| Nov                                  | 0.085          | \$ | 14,408             |
| Dec                                  | 0.085          | \$ | 18,406             |
| 2017 Jan                             | 0.085          | \$ | 18,782             |
| Feb                                  | 0.085          | \$ | 16,683             |
| Mar                                  | 0.085          | \$ | 19,423             |
| April                                | 0.085          | \$ | 1,041              |
| May                                  | 0.085          | \$ | 10,796             |
| Jun                                  | 0.085          | \$ | 12,415             |
| FY2017                               | Total          |    | <u>\$1,781,353</u> |

| CC 4515 - GMC Bid Segment Charge |                     |    |                        |
|----------------------------------|---------------------|----|------------------------|
|                                  | Rate<br>\$/ bid seg |    | LEC<br>Total           |
| 2016 July                        | 0.005               | \$ | 45                     |
| August                           | 0.005               | \$ | 45                     |
| Sept                             | 0.005               | \$ | 43                     |
| Oct                              | 0.005               | \$ | 45                     |
| Nov                              | 0.005               | \$ | 43                     |
| Dec                              | 0.005               | \$ | 45                     |
| 2017 Jan                         | 0.005               | \$ | 45                     |
| Feb                              | 0.005               | \$ | 40                     |
| Mar                              | 0.005               | \$ | 45                     |
| April                            | 0.005               | \$ | 43                     |
| May                              | 0.005               | \$ | 45                     |
| Jun                              | 0.005               | \$ | 43                     |
| FY2017                           | Total               |    | <u>\$5,656,493,252</u> |

| CC 6470 - Regulation Down Charge |                 |    |              |
|----------------------------------|-----------------|----|--------------|
|                                  | Rate<br>\$/ MWh |    | LEC<br>Total |
| 2016 July                        | 0.00            | \$ | 0.00         |
| August                           | 0.00            | \$ | 0.00         |
| Sept                             | 0.00            | \$ | 0.00         |
| Oct                              | 0.00            | \$ | 0.00         |
| Nov                              | 0.00            | \$ | 0.00         |
| Dec                              | 0.00            | \$ | 0.00         |
| 2017 Jan                         | 0.00            | \$ | 0.00         |
| Feb                              | 0.00            | \$ | 0.00         |
| Mar                              | 0.00            | \$ | 0.00         |
| April                            | 0.00            | \$ | 0.00         |
| May                              | 0.00            | \$ | 0.00         |
| Jun                              | 0.00            | \$ | 0.00         |
| FY2017                           | Total           |    | <u>0.00</u>  |

| Total GMC for LEC |                       |                        |
|-------------------|-----------------------|------------------------|
|                   | LEC<br>Total GMC Aml. |                        |
| 2016 July         | \$                    | 46,830                 |
| August            | \$                    | 64,242                 |
| Sept              | \$                    | 69,525                 |
| Oct               | \$                    | 65,526                 |
| Nov               | \$                    | 55,479                 |
| Dec               | \$                    | 71,056                 |
| 2017 Jan          | \$                    | 72,416                 |
| Feb               | \$                    | 64,237                 |
| Mar               | \$                    | 74,240                 |
| April             | \$                    | 3,906                  |
| May               | \$                    | 40,215                 |
| Jun               | \$                    | 44,459                 |
| FY2017            | Total                 | <u>\$5,656,493,252</u> |

Table 21 LEC Participant Inter-SC Sched Count

|              | Azusa               | BART | Biggs | CDWR | Gridley | Healdsburg | Lodi | Lompoc | MID | Plumas | PWRPA            | Santa Clara | Ukiah | Total Count      |
|--------------|---------------------|------|-------|------|---------|------------|------|--------|-----|--------|------------------|-------------|-------|------------------|
| 2016 July    | 59% Capacity Factor |      |       |      |         |            |      |        |     |        | 439              |             |       | 439              |
| August       | 439                 |      |       |      |         |            |      |        |     |        | 439              |             |       | 439              |
| Sept         | 425                 |      |       |      |         |            |      |        |     |        | 425              |             |       | 425              |
| October      | 439                 |      |       |      |         |            |      |        |     |        | 439              |             |       | 439              |
| November     | 425                 |      |       |      |         |            |      |        |     |        | 425              |             |       | 425              |
| December     | 439                 |      |       |      |         |            |      |        |     |        | 439              |             |       | 439              |
| 2017 January | 439                 |      |       |      |         |            |      |        |     |        | 439              |             |       | 439              |
| February     | 396                 |      |       |      |         |            |      |        |     |        | 396              |             |       | 396              |
| March        | 438                 |      |       |      |         |            |      |        |     |        | 438              |             |       | 438              |
| April        | 425                 |      |       |      |         |            |      |        |     |        | 425              |             |       | 425              |
| May          | 439                 |      |       |      |         |            |      |        |     |        | 439              |             |       | 439              |
| June         | 425                 |      |       |      |         |            |      |        |     |        | 425              |             |       | 425              |
| FY2017       | Total               |      |       |      |         |            |      |        |     |        | <u>5,168,118</u> |             |       | <u>5,168,118</u> |

Note: Assumed one inter-sc trade of energy to PWRPA each hour

Table 22 LEC GMC Inter SC Trades Settlement

|              | Azusa                   | BART | Biggs | CDWR | Gridley | Healdsburg | Lodi | Lompoc | MID | Plumas | PWRPA            | Santa Clara | Ukiah | Total Amount     |
|--------------|-------------------------|------|-------|------|---------|------------|------|--------|-----|--------|------------------|-------------|-------|------------------|
| 2016 July    | Rate<br>\$/ Schedule-hr |      |       |      |         |            |      |        |     |        |                  |             |       |                  |
| August       | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 439              | \$          | -     | 439              |
| Sept         | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 439              | \$          | -     | 439              |
| October      | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 425              | \$          | -     | 425              |
| November     | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 439              | \$          | -     | 439              |
| December     | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 425              | \$          | -     | 425              |
| 2017 January | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 439              | \$          | -     | 439              |
| February     | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 396              | \$          | -     | 396              |
| March        | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 438              | \$          | -     | 438              |
| April        | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 425              | \$          | -     | 425              |
| May          | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 439              | \$          | -     | 439              |
| June         | 1,000                   | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 425              | \$          | -     | 425              |
| FY2017       | Total                   |      |       |      |         |            |      |        |     |        | <u>5,168,118</u> |             |       | <u>5,168,118</u> |



Northern California Power Agency  
 Budgeted ISO Charges FY 2017  
 Table 23 LEC Inter-SC Trade Energy Costs  
 (Based on Table 18)

|              | Rate<br>\$/MWh | Azusa | BART | Biggs | CDWR | Gridley | Healdsburg | Lodi | Lompoc | MID | Plumas | PWRPA     | Santa Clara | Ukiah | Total Export Cost |
|--------------|----------------|-------|------|-------|------|---------|------------|------|--------|-----|--------|-----------|-------------|-------|-------------------|
| 2016 July    | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 111,698   | \$          | -     | \$                |
| August       | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 162,591   | \$          | -     | \$                |
| Sept         | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 175,317   | \$          | -     | \$                |
| October      | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 171,442   | \$          | -     | \$                |
| November     | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 141,369   | \$          | -     | \$                |
| December     | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 188,239   | \$          | -     | \$                |
| 2017 January | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 191,193   | \$          | -     | \$                |
| February     | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 168,979   | \$          | -     | \$                |
| March        | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 189,092   | \$          | -     | \$                |
| April        | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 8,629     | \$          | -     | \$                |
| May          | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 91,818    | \$          | -     | \$                |
| June         | \$             | -     | \$   | -     | \$   | -       | \$         | -    | \$     | -   | \$     | 101,772   | \$          | -     | \$                |
| FY2017       | Total          |       |      |       |      |         |            |      |        |     |        | 1,702,141 |             |       |                   |

Table 24 LEC GMC Operating Costs

|           |       | Azusa<br>2.7857% | BART<br>6.6000% | Biggs<br>0.2679% | CDWR<br>33.5000% | Gridley<br>1.9643% | Healdsburg<br>1.6428% | Lodi<br>9.5000% | Lompoc<br>2.0357% | MID<br>10.7143% | Plumas<br>0.7857% | PWRPA<br>2.6679% | Santa Clara<br>25.7500% | Ukiah<br>1.7857% | NCPA-SC |        |    |        |    |        |    |       |    |        |    |         |    |        |    |         |
|-----------|-------|------------------|-----------------|------------------|------------------|--------------------|-----------------------|-----------------|-------------------|-----------------|-------------------|------------------|-------------------------|------------------|---------|--------|----|--------|----|--------|----|-------|----|--------|----|---------|----|--------|----|---------|
| 2016 July | \$    | 46,829.57        | \$              | 1,305            | \$               | 3,091              | \$                    | 125             | \$                | 15,688          | \$                | 920              | \$                      | 769              | \$      | 4,449  | \$ | 953    | \$ | 5,017  | \$ | 368   | \$ | 1,249  | \$ | 12,059  | \$ | 836    | \$ | 46,830  |
| August    | \$    | 64,242.14        | \$              | 1,790            | \$               | 4,240              | \$                    | 172             | \$                | 21,521          | \$                | 1,262            | \$                      | 1,055            | \$      | 6,103  | \$ | 1,308  | \$ | 6,883  | \$ | 505   | \$ | 1,714  | \$ | 16,542  | \$ | 1,147  | \$ | 64,242  |
| Sept      | \$    | 69,525.16        | \$              | 1,937            | \$               | 4,589              | \$                    | 186             | \$                | 23,291          | \$                | 1,366            | \$                      | 1,142            | \$      | 6,605  | \$ | 1,415  | \$ | 7,449  | \$ | 546   | \$ | 1,855  | \$ | 17,903  | \$ | 1,242  | \$ | 69,525  |
| Oct       | \$    | 65,526.46        | \$              | 1,825            | \$               | 4,325              | \$                    | 176             | \$                | 21,951          | \$                | 1,287            | \$                      | 1,076            | \$      | 6,225  | \$ | 1,334  | \$ | 7,021  | \$ | 515   | \$ | 1,748  | \$ | 16,873  | \$ | 1,170  | \$ | 65,526  |
| Nov       | \$    | 55,479.02        | \$              | 1,545            | \$               | 3,662              | \$                    | 149             | \$                | 18,585          | \$                | 1,090            | \$                      | 911              | \$      | 5,271  | \$ | 1,129  | \$ | 5,944  | \$ | 436   | \$ | 1,480  | \$ | 14,286  | \$ | 991    | \$ | 55,479  |
| Dec       | \$    | 71,056.32        | \$              | 1,979            | \$               | 4,690              | \$                    | 190             | \$                | 23,804          | \$                | 1,396            | \$                      | 1,167            | \$      | 6,750  | \$ | 1,446  | \$ | 7,613  | \$ | 558   | \$ | 1,896  | \$ | 18,297  | \$ | 1,269  | \$ | 71,056  |
| 2017 Jan  | \$    | 72,415.77        | \$              | 2,017            | \$               | 4,779              | \$                    | 194             | \$                | 24,259          | \$                | 1,422            | \$                      | 1,190            | \$      | 6,879  | \$ | 1,474  | \$ | 7,759  | \$ | 569   | \$ | 1,932  | \$ | 18,647  | \$ | 1,293  | \$ | 72,416  |
| Feb       | \$    | 64,237.43        | \$              | 1,789            | \$               | 4,240              | \$                    | 172             | \$                | 21,520          | \$                | 1,262            | \$                      | 1,055            | \$      | 6,103  | \$ | 1,308  | \$ | 6,883  | \$ | 505   | \$ | 1,714  | \$ | 16,541  | \$ | 1,147  | \$ | 64,237  |
| Mar       | \$    | 74,240.33        | \$              | 2,068            | \$               | 4,900              | \$                    | 199             | \$                | 24,871          | \$                | 1,458            | \$                      | 1,220            | \$      | 7,053  | \$ | 1,511  | \$ | 7,954  | \$ | 583   | \$ | 1,981  | \$ | 19,117  | \$ | 1,326  | \$ | 74,240  |
| April     | \$    | 3,905.51         | \$              | 109              | \$               | 258                | \$                    | 10              | \$                | 1,308           | \$                | 77               | \$                      | 64               | \$      | 371    | \$ | 80     | \$ | 418    | \$ | 31    | \$ | 104    | \$ | 1,006   | \$ | 70     | \$ | 3,906   |
| May       | \$    | 40,214.67        | \$              | 1,120            | \$               | 2,654              | \$                    | 108             | \$                | 13,472          | \$                | 790              | \$                      | 661              | \$      | 3,820  | \$ | 819    | \$ | 4,309  | \$ | 316   | \$ | 1,073  | \$ | 10,355  | \$ | 718    | \$ | 40,215  |
| Jun       | \$    | 44,458.58        | \$              | 1,238            | \$               | 2,934              | \$                    | 119             | \$                | 14,894          | \$                | 873              | \$                      | 730              | \$      | 4,224  | \$ | 905    | \$ | 4,763  | \$ | 349   | \$ | 1,186  | \$ | 11,448  | \$ | 794    | \$ | 44,459  |
| FY2017    | Total | 672,130.95       | \$              | 18,724           | \$               | 44,361             | \$                    | 1,801           | \$                | 225,164         | \$                | 13,203           | \$                      | 11,042           | \$      | 63,852 | \$ | 13,683 | \$ | 72,014 | \$ | 5,281 | \$ | 17,932 | \$ | 173,074 | \$ | 12,002 | \$ | 672,131 |

Note: LEC GMC Operating Costs represents sum of total LEC budgeted CAISO costs associated with Systems Operations charge, Market Services charge Bid Segment charge, and Customer Charge.

Table 25 LEC Total Allocated CAISO Costs

|           |       | Azusa  | BART | Biggs  | CDWR | Gridley | Healdsburg | Lodi    | Lompoc | MID    | Plumas | PWRPA  | Santa Clara | Ukiah  | Total Amount |        |    |        |    |       |    |           |    |         |    |        |    |           |
|-----------|-------|--------|------|--------|------|---------|------------|---------|--------|--------|--------|--------|-------------|--------|--------------|--------|----|--------|----|-------|----|-----------|----|---------|----|--------|----|-----------|
| 2016 July | \$    | 1,305  | \$   | 3,091  | \$   | 125     | \$         | 15,688  | \$     | 920    | \$     | 769    | \$          | 4,449  | \$           | 953    | \$ | 5,017  | \$ | 368   | \$ | 113,387   | \$ | 12,059  | \$ | 836    | \$ | 158,967   |
| August    | \$    | 1,790  | \$   | 4,240  | \$   | 172     | \$         | 21,521  | \$     | 1,262  | \$     | 1,055  | \$          | 6,103  | \$           | 1,308  | \$ | 6,883  | \$ | 505   | \$ | 164,744   | \$ | 16,542  | \$ | 1,147  | \$ | 227,272   |
| Sept      | \$    | 1,937  | \$   | 4,589  | \$   | 186     | \$         | 23,291  | \$     | 1,366  | \$     | 1,142  | \$          | 6,605  | \$           | 1,415  | \$ | 7,449  | \$ | 546   | \$ | 177,597   | \$ | 17,903  | \$ | 1,242  | \$ | 245,267   |
| Oct       | \$    | 1,825  | \$   | 4,325  | \$   | 176     | \$         | 21,951  | \$     | 1,287  | \$     | 1,076  | \$          | 6,225  | \$           | 1,334  | \$ | 7,021  | \$ | 515   | \$ | 173,629   | \$ | 16,873  | \$ | 1,170  | \$ | 237,408   |
| Nov       | \$    | 1,545  | \$   | 3,662  | \$   | 149     | \$         | 18,585  | \$     | 1,090  | \$     | 911    | \$          | 5,271  | \$           | 1,129  | \$ | 5,944  | \$ | 436   | \$ | 143,275   | \$ | 14,286  | \$ | 991    | \$ | 197,273   |
| Dec       | \$    | 1,979  | \$   | 4,690  | \$   | 190     | \$         | 23,804  | \$     | 1,396  | \$     | 1,167  | \$          | 6,750  | \$           | 1,446  | \$ | 7,613  | \$ | 558   | \$ | 190,574   | \$ | 18,297  | \$ | 1,269  | \$ | 259,735   |
| 2017 Jan  | \$    | 2,017  | \$   | 4,779  | \$   | 194     | \$         | 24,259  | \$     | 1,422  | \$     | 1,190  | \$          | 6,879  | \$           | 1,474  | \$ | 7,759  | \$ | 569   | \$ | 193,564   | \$ | 18,647  | \$ | 1,293  | \$ | 264,048   |
| Feb       | \$    | 1,789  | \$   | 4,240  | \$   | 172     | \$         | 21,520  | \$     | 1,262  | \$     | 1,055  | \$          | 6,103  | \$           | 1,308  | \$ | 6,883  | \$ | 505   | \$ | 171,090   | \$ | 16,541  | \$ | 1,147  | \$ | 233,613   |
| Mar       | \$    | 2,068  | \$   | 4,900  | \$   | 199     | \$         | 24,871  | \$     | 1,458  | \$     | 1,220  | \$          | 7,053  | \$           | 1,511  | \$ | 7,954  | \$ | 583   | \$ | 191,511   | \$ | 19,117  | \$ | 1,326  | \$ | 263,771   |
| April     | \$    | 109    | \$   | 258    | \$   | 10      | \$         | 1,308   | \$     | 77     | \$     | 64     | \$          | 371    | \$           | 80     | \$ | 418    | \$ | 31    | \$ | 9,158     | \$ | 1,006   | \$ | 70     | \$ | 12,960    |
| May       | \$    | 1,120  | \$   | 2,654  | \$   | 108     | \$         | 13,472  | \$     | 790    | \$     | 661    | \$          | 3,820  | \$           | 819    | \$ | 4,309  | \$ | 316   | \$ | 93,329    | \$ | 10,355  | \$ | 718    | \$ | 132,471   |
| Jun       | \$    | 1,238  | \$   | 2,934  | \$   | 119     | \$         | 14,894  | \$     | 873    | \$     | 730    | \$          | 4,224  | \$           | 905    | \$ | 4,763  | \$ | 349   | \$ | 103,383   | \$ | 11,448  | \$ | 794    | \$ | 146,655   |
| FY2017    | Total | 18,724 | \$   | 44,361 | \$   | 1,801   | \$         | 225,164 | \$     | 13,203 | \$     | 11,042 | \$          | 63,852 | \$           | 13,683 | \$ | 72,014 | \$ | 5,281 | \$ | 1,725,241 | \$ | 173,074 | \$ | 12,002 | \$ | 2,379,440 |

Note: Sum of budgeted CAISO SC costs for LEC Project, inter-SC member costs, and member export costs

Table 1 LEC Project Ancillary Services Capacity Revenue Budget

| Year | Month  | Total Revenue | Azus      | BART      | Bliss    | CDWR       | Gridley   | Healdsburg | Lodi       | Lompoc    | MID        | Plumas    | PWRPA     | Santa Clara | Ukiah     | NCPA-SC      |
|------|--------|---------------|-----------|-----------|----------|------------|-----------|------------|------------|-----------|------------|-----------|-----------|-------------|-----------|--------------|
|      |        |               | 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%   | 100.0000%    |
| 2016 | July   | \$ 170,090    | \$ 4,738  | \$ 11,226 | \$ 458   | \$ 56,980  | \$ 3,341  | \$ 2,794   | \$ 16,159  | \$ 3,463  | \$ 18,224  | \$ 1,336  | \$ 4,538  | \$ 43,798   | \$ 3,037  | \$ 170,090   |
|      | August | \$ 156,019    | \$ 4,348  | \$ 10,297 | \$ 418   | \$ 52,267  | \$ 3,065  | \$ 2,563   | \$ 14,822  | \$ 3,176  | \$ 16,716  | \$ 1,226  | \$ 4,162  | \$ 40,175   | \$ 2,786  | \$ 156,019   |
|      | Sept   | \$ 154,024    | \$ 4,291  | \$ 10,166 | \$ 413   | \$ 51,598  | \$ 3,026  | \$ 2,530   | \$ 14,632  | \$ 3,135  | \$ 16,503  | \$ 1,210  | \$ 4,109  | \$ 39,661   | \$ 2,750  | \$ 154,024   |
|      | Oct    | \$ 119,608    | \$ 3,337  | \$ 7,907  | \$ 321   | \$ 40,136  | \$ 2,353  | \$ 1,968   | \$ 11,382  | \$ 2,439  | \$ 12,837  | \$ 941    | \$ 3,196  | \$ 30,851   | \$ 2,139  | \$ 119,608   |
|      | Nov    | \$ 81,104     | \$ 2,259  | \$ 5,353  | \$ 217   | \$ 27,170  | \$ 1,593  | \$ 1,332   | \$ 7,705   | \$ 1,651  | \$ 8,690   | \$ 637    | \$ 2,164  | \$ 20,884   | \$ 1,448  | \$ 81,104    |
|      | Dec    | \$ 100,654    | \$ 2,804  | \$ 6,643  | \$ 270   | \$ 33,719  | \$ 1,977  | \$ 1,654   | \$ 9,562   | \$ 2,049  | \$ 10,784  | \$ 791    | \$ 2,685  | \$ 25,918   | \$ 1,797  | \$ 100,654   |
| 2017 | Jan    | \$ 104,280    | \$ 2,905  | \$ 6,882  | \$ 279   | \$ 34,634  | \$ 2,048  | \$ 1,713   | \$ 9,807   | \$ 2,123  | \$ 11,173  | \$ 819    | \$ 2,782  | \$ 26,852   | \$ 1,862  | \$ 104,280   |
|      | Feb    | \$ 93,446     | \$ 2,603  | \$ 6,167  | \$ 250   | \$ 31,304  | \$ 1,836  | \$ 1,535   | \$ 8,877   | \$ 1,802  | \$ 10,012  | \$ 734    | \$ 2,493  | \$ 24,062   | \$ 1,669  | \$ 93,446    |
|      | Mar    | \$ 115,797    | \$ 3,226  | \$ 7,643  | \$ 310   | \$ 38,792  | \$ 2,275  | \$ 1,902   | \$ 11,601  | \$ 2,357  | \$ 12,407  | \$ 910    | \$ 3,089  | \$ 29,618   | \$ 2,068  | \$ 115,797   |
|      | April  | \$ 7,496      | \$ 209    | \$ 495    | \$ 20    | \$ 20      | \$ 147    | \$ 123     | \$ 712     | \$ 153    | \$ 803     | \$ 59     | \$ 200    | \$ 1,930    | \$ 134    | \$ 7,496     |
|      | May    | \$ 77,814     | \$ 2,168  | \$ 5,136  | \$ 208   | \$ 26,068  | \$ 1,528  | \$ 1,278   | \$ 7,352   | \$ 1,584  | \$ 8,337   | \$ 611    | \$ 2,076  | \$ 20,037   | \$ 1,390  | \$ 77,814    |
|      | Jun    | \$ 122,297    | \$ 3,407  | \$ 8,072  | \$ 328   | \$ 40,969  | \$ 2,402  | \$ 2,009   | \$ 11,618  | \$ 2,490  | \$ 13,103  | \$ 961    | \$ 3,263  | \$ 31,491   | \$ 2,184  | \$ 122,297   |
|      |        | \$ 1,302,829  | \$ 36,293 | \$ 85,987 | \$ 3,490 | \$ 436,448 | \$ 25,591 | \$ 21,403  | \$ 123,769 | \$ 26,522 | \$ 139,589 | \$ 10,236 | \$ 34,758 | \$ 335,479  | \$ 23,265 | \$ 1,302,829 |

Table 2 LEC Project ISO Energy Sales Revenue Budget

| Year | Month  | Total Revenue | Azus         | BART         | Bliss      | CDWR          | Gridley      | Healdsburg   | Lodi         | Lompoc       | MID          | Plumas     | PWRPA        | Santa Clara   | Ukiah        | NCPA-SC       |
|------|--------|---------------|--------------|--------------|------------|---------------|--------------|--------------|--------------|--------------|--------------|------------|--------------|---------------|--------------|---------------|
|      |        |               | 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%      | 100.0000%     |
| 2016 | July   | \$ 5,294,352  | \$ 147,485   | \$ 349,427   | \$ 14,184  | \$ 1,773,608  | \$ 103,997   | \$ 86,976    | \$ 502,963   | \$ 107,777   | \$ 567,253   | \$ 41,598  | \$ 141,248   | \$ 1,363,296  | \$ 94,541    | \$ 5,294,352  |
|      | August | \$ 6,678,482  | \$ 186,042   | \$ 440,780   | \$ 17,892  | \$ 2,237,291  | \$ 131,185   | \$ 109,714   | \$ 634,456   | \$ 135,954   | \$ 715,553   | \$ 52,473  | \$ 178,175   | \$ 1,719,709  | \$ 119,258   | \$ 6,678,482  |
|      | Sept   | \$ 6,555,442  | \$ 182,615   | \$ 432,599   | \$ 16,371  | \$ 2,297,284  | \$ 134,703   | \$ 112,656   | \$ 651,468   | \$ 139,599   | \$ 734,740   | \$ 53,680  | \$ 182,953   | \$ 1,765,822  | \$ 122,456   | \$ 6,555,442  |
|      | Oct    | \$ 6,555,442  | \$ 182,615   | \$ 432,599   | \$ 16,371  | \$ 2,297,284  | \$ 134,703   | \$ 112,656   | \$ 651,468   | \$ 139,599   | \$ 734,740   | \$ 53,680  | \$ 182,953   | \$ 1,765,822  | \$ 122,456   | \$ 6,555,442  |
|      | Nov    | \$ 5,693,527  | \$ 158,605   | \$ 375,773   | \$ 15,253  | \$ 1,907,332  | \$ 128,769   | \$ 107,693   | \$ 622,767   | \$ 133,449   | \$ 702,370   | \$ 51,506  | \$ 174,893   | \$ 1,688,026  | \$ 117,061   | \$ 5,693,527  |
|      | Dec    | \$ 7,391,789  | \$ 205,913   | \$ 487,658   | \$ 19,803  | \$ 2,476,249  | \$ 145,197   | \$ 121,432   | \$ 702,220   | \$ 150,475   | \$ 791,978   | \$ 58,077  | \$ 197,206   | \$ 1,903,386  | \$ 131,955   | \$ 7,391,789  |
| 2017 | Jan    | \$ 7,449,349  | \$ 207,517   | \$ 491,657   | \$ 19,957  | \$ 2,495,532  | \$ 146,328   | \$ 122,378   | \$ 707,688   | \$ 151,646   | \$ 798,148   | \$ 58,530  | \$ 198,741   | \$ 1,918,207  | \$ 133,023   | \$ 7,449,349  |
|      | Feb    | \$ 6,582,329  | \$ 183,364   | \$ 434,434   | \$ 17,634  | \$ 2,205,080  | \$ 129,297   | \$ 108,135   | \$ 625,321   | \$ 133,996   | \$ 705,250   | \$ 51,717  | \$ 175,610   | \$ 1,694,950  | \$ 117,541   | \$ 6,582,329  |
|      | Mar    | \$ 7,298,108  | \$ 203,303   | \$ 481,675   | \$ 19,552  | \$ 2,444,866  | \$ 143,357   | \$ 119,893   | \$ 693,320   | \$ 148,568   | \$ 781,941   | \$ 57,341  | \$ 194,706   | \$ 1,879,263  | \$ 130,322   | \$ 7,298,108  |
|      | April  | \$ 364,102    | \$ 10,143    | \$ 24,031    | \$ 975     | \$ 121,974    | \$ 7,152     | \$ 5,981     | \$ 34,560    | \$ 7,412     | \$ 39,011    | \$ 2,861   | \$ 9,714     | \$ 93,756     | \$ 6,502     | \$ 364,102    |
|      | May    | \$ 3,889,731  | \$ 108,356   | \$ 256,722   | \$ 10,421  | \$ 1,303,080  | \$ 76,406    | \$ 63,901    | \$ 369,524   | \$ 78,183    | \$ 416,757   | \$ 30,562  | \$ 103,774   | \$ 1,001,606  | \$ 69,459    | \$ 3,889,731  |
|      | Jun    | \$ 4,791,449  | \$ 133,475   | \$ 316,236   | \$ 12,836  | \$ 1,605,135  | \$ 94,118    | \$ 78,714    | \$ 455,188   | \$ 97,540    | \$ 513,370   | \$ 37,646  | \$ 127,831   | \$ 1,233,788  | \$ 85,561    | \$ 4,791,449  |
|      |        | \$ 68,846,223 | \$ 1,917,849 | \$ 4,543,851 | \$ 184,439 | \$ 23,063,485 | \$ 1,352,346 | \$ 1,131,006 | \$ 6,540,391 | \$ 1,401,503 | \$ 7,376,391 | \$ 540,925 | \$ 1,636,748 | \$ 17,727,902 | \$ 1,229,387 | \$ 68,846,223 |

|      |          | Spinning Reserve<br>Revenue Budget | Reg Up Capacity<br>Revenue Budget | Reg Down<br>Capacity Revenue<br>Budget | Total A/S Capacity<br>Revenue Budget<br>Amount |
|------|----------|------------------------------------|-----------------------------------|----------------------------------------|------------------------------------------------|
| 2016 | July     | \$ 40,992                          | \$ 34,520                         | \$ 94,579                              | \$ 170,090                                     |
|      | August   | \$ 31,145                          | \$ 21,171                         | \$ 103,704                             | \$ 156,019                                     |
|      | Sept     | \$ 27,303                          | \$ 20,631                         | \$ 106,091                             | \$ 154,024                                     |
|      | October  | \$ 5,930                           | \$ 255                            | \$ 113,624                             | \$ 119,808                                     |
|      | November | \$ 75                              | \$ -                              | \$ 81,029                              | \$ 81,104                                      |
|      | December | \$ -                               | \$ -                              | \$ 100,654                             | \$ 100,654                                     |
| 2017 | January  | \$ -                               | \$ -                              | \$ 104,280                             | \$ 104,280                                     |
|      | February | \$ 64                              | \$ -                              | \$ 93,381                              | \$ 93,446                                      |
|      | March    | \$ 380                             | \$ -                              | \$ 115,417                             | \$ 115,797                                     |
|      | April    | \$ 223                             | \$ -                              | \$ 7,273                               | \$ 7,496                                       |
|      | May      | \$ 4,784                           | \$ 694                            | \$ 72,336                              | \$ 77,814                                      |
|      | June     | \$ 19,700                          | \$ 12,942                         | \$ 89,655                              | \$ 122,297                                     |
|      | Total    | \$ 139,597                         | \$ 90,211                         | \$ 1,082,022                           | \$ 1,302,829                                   |

LEC Spinning Reserve Capacity Revenue

| Year | Month | Spinning Reserve<br>Market Price | Spinning Reserve<br>Capacity in GW | Spinning Reserve<br>Capacity Revenue<br>Budget |
|------|-------|----------------------------------|------------------------------------|------------------------------------------------|
| 2016 | 7     | 12.428                           | 3.30                               | \$ 40,992                                      |
|      | 8     | 11.632                           | 2.68                               | \$ 31,145                                      |
|      | 9     | 9.525                            | 2.87                               | \$ 27,303                                      |
|      | 10    | 7.188                            | 0.83                               | \$ 5,930                                       |
|      | 11    | 6.023                            | 0.01                               | \$ 75                                          |
|      | 12    | -                                | -                                  | \$ -                                           |
| 2017 | 1     | -                                | -                                  | \$ -                                           |
|      | 2     | 4.431                            | 0.01                               | \$ 64                                          |
|      | 3     | 4.672                            | 0.08                               | \$ 380                                         |
|      | 4     | 5.026                            | 0.04                               | \$ 223                                         |
|      | 5     | 6.227                            | 0.77                               | \$ 4,784                                       |
|      | 6     | 8.940                            | 2.20                               | \$ 19,700                                      |
|      | Total |                                  | 12.79                              | \$ 139,597                                     |

LEC Regulation Up Capacity Revenue

| Year  | Month | Reg Up Market Price | Regulation Up Capacity<br>in GW | Regulation Up Capacity<br>Revenue Budget |
|-------|-------|---------------------|---------------------------------|------------------------------------------|
| 2016  | 7     | 16,632              | 2.08                            | \$ 34,520                                |
|       | 8     | 15,460              | 1.37                            | \$ 21,171                                |
|       | 9     | 12,326              | 1.67                            | \$ 20,631                                |
|       | 10    | 7,108               | 0.04                            | \$ 255                                   |
|       | 11    | -                   | -                               | \$ -                                     |
|       | 12    | -                   | -                               | \$ -                                     |
| 2017  | 1     | -                   | -                               | \$ -                                     |
|       | 2     | -                   | -                               | \$ -                                     |
|       | 3     | -                   | -                               | \$ -                                     |
|       | 4     | -                   | -                               | \$ -                                     |
|       | 5     | 7,204               | 0.10                            | \$ 694                                   |
|       | 6     | 11,914              | 1.09                            | \$ 12,942                                |
| Total |       |                     | 6.34                            | \$ 90,211                                |

LEC Regulation Down Capacity Revenue

| Year | Month | Reg Down Market Price | Regulation Down<br>Capacity in GW | Regulation Down<br>Capacity Revenue Budget |
|------|-------|-----------------------|-----------------------------------|--------------------------------------------|
| 2016 | 7     | 2,515                 | 37.60                             | \$ 94,579                                  |
|      | 8     | 2,525                 | 41.08                             | \$ 103,704                                 |
|      | 9     | 2,565                 | 41.36                             | \$ 106,091                                 |
|      | 10    | 2,605                 | 43.62                             | \$ 113,624                                 |
|      | 11    | 2,550                 | 31.77                             | \$ 81,029                                  |
|      | 12    | 2,519                 | 39.95                             | \$ 100,654                                 |
| 2017 | 1     | 2,539                 | 41.08                             | \$ 104,280                                 |
|      | 2     | 2,541                 | 36.75                             | \$ 93,381                                  |
|      | 3     | 2,590                 | 44.56                             | \$ 115,417                                 |
|      | 4     | 2,608                 | 2.73                              | \$ 7,273                                   |
|      | 5     | 2,626                 | 27.54                             | \$ 72,336                                  |
|      | 6     | 2,537                 | 35.34                             | \$ 89,655                                  |
|      |       |                       | 423.38                            | \$ 1,062,022                               |

LEC HLH Energy Revenue

| Year | Month | Energy Market Price | Energy GWh | Energy Revenue Budget |
|------|-------|---------------------|------------|-----------------------|
| 2016 | 7     | 49,301              | 72.94      | \$ 3,595,980          |
|      | 8     | 45,514              | 96.96      | \$ 4,413,198          |
|      | 9     | 43,188              | 98.13      | \$ 4,237,991          |
|      | 10    | 43,643              | 98.36      | \$ 4,292,552          |
|      | 11    | 43,543              | 89.12      | \$ 3,880,566          |
|      | 12    | 44,160              | 106.94     | \$ 4,722,632          |
| 2017 | 1     | 43,681              | 106.05     | \$ 4,632,396          |
|      | 2     | 43,412              | 99.77      | \$ 4,331,049          |
|      | 3     | 41,758              | 117.04     | \$ 4,887,354          |
|      | 4     | 39,404              | 4.54       | \$ 178,857            |
|      | 5     | 40,743              | 70.34      | \$ 2,865,689          |
|      | 6     | 44,966              | 75.38      | \$ 3,389,526          |
|      |       |                     | 1,035.66   | \$ 29,627,454         |

LEC LLH Energy Revenue

| Year | Month | Energy Market Price | Energy GWh | Energy Revenue Budget |
|------|-------|---------------------|------------|-----------------------|
| 2016 | 7     | 42,773              | 39.71      | \$ 1,698,372          |
|      | 8     | 37,331              | 60.68      | \$ 2,265,284          |
|      | 9     | 35,814              | 73.14      | \$ 2,619,572          |
|      | 10    | 36,041              | 62.79      | \$ 2,262,890          |
|      | 11    | 37,302              | 48.60      | \$ 1,812,961          |
|      | 12    | 38,325              | 69.65      | \$ 2,669,157          |
| 2017 | 1     | 38,150              | 73.84      | \$ 2,816,953          |
|      | 2     | 37,690              | 59.73      | \$ 2,251,280          |
|      | 3     | 36,076              | 66.83      | \$ 2,410,754          |
|      | 4     | 37,552              | 4.93       | \$ 185,245            |
|      | 5     | 36,226              | 28.27      | \$ 1,024,042          |
|      | 6     | 43,754              | 32.04      | \$ 1,401,923          |
|      |       |                     | 620.20     | \$ 12,334,187         |

NORTHERN CALIFORNIA POWER AGENCY  
Shared Facilities - Gas Plants  
Comparative Annual Budget Report

|                                                               | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|---------------------------------------------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| Shared Costs                                                  |                   |                   |                   |                               |                         |
| Fixed O&M                                                     | \$272,680         | \$374,757         | \$251,785         | \$302,828                     | \$51,043                |
| Administration                                                | 274,050           | 174,294           | 271,550           | 277,375                       | 5,825                   |
| Mandatory                                                     | 35,815            | 37,823            | 38,315            | 39,081                        | 766                     |
| O&M Projects                                                  | 0                 | 0                 | 110,000           | 0                             | (110,000)               |
| <b>Shared Costs without Labor</b>                             | <b>\$582,545</b>  | <b>\$586,874</b>  | <b>\$671,650</b>  | <b>\$619,284</b>              | <b>(\$52,366)</b>       |
| <b>Summary of Costs by Subprograms per PMOA Schedule 4.00</b> |                   |                   |                   |                               |                         |
| Anhydrous Ammonia System (Alloc 1)                            | 15,000            | 18,375            | 15,000            | 15,360                        | 360                     |
| Administration/Warehouse Building (Alloc 2)                   | 465,795           | 464,389           | 513,530           | 498,505                       | (15,025)                |
| 230 Kv Switchyard Common Equip (Alloc 4)                      | 24,000            | 26,944            | 69,000            | 65,480                        | (3,520)                 |
| Tooling and Special Equipment (Alloc 5)                       | 49,120            | 52,841            | 44,120            | 4,219                         | (39,901)                |
| Vehicle Usage (Alloc 7)                                       | 28,630            | 24,326            | 30,000            | 35,720                        | 5,720                   |
|                                                               | <b>\$582,545</b>  | <b>\$586,874</b>  | <b>\$671,650</b>  | <b>\$619,284</b>              | <b>(\$52,366)</b>       |
| <b>Liquidation to Plants</b>                                  |                   |                   |                   |                               |                         |
| <b>CT 1</b>                                                   |                   |                   |                   |                               |                         |
| O&M & Inventory                                               | \$50,853          | \$58,507          | \$49,414          | \$54,500                      | \$5,086                 |
| Administration                                                | 32,406            | 20,915            | 32,106            | 33,285                        | 1,179                   |
| Mandatory                                                     | 4,298             | 4,539             | 4,598             | 4,690                         | 92                      |
| Projects                                                      | 0                 | 0                 | 13,200            | 0                             | (13,200)                |
|                                                               | <b>87,557</b>     | <b>83,961</b>     | <b>99,318</b>     | <b>92,475</b>                 | <b>(6,843)</b>          |
| <b>CT 2</b>                                                   |                   |                   |                   |                               |                         |
| O&M & Inventory                                               | 44,356            | 62,993            | 40,417            | 47,545                        | 7,128                   |
| Administration                                                | 49,214            | 31,373            | 48,764            | 49,927                        | 1,163                   |
| Mandatory                                                     | 6,447             | 6,808             | 6,897             | 7,035                         | 138                     |
| Projects                                                      | 0                 | 0                 | 19,800            | 0                             | (19,800)                |
|                                                               | <b>100,017</b>    | <b>101,174</b>    | <b>115,878</b>    | <b>104,507</b>                | <b>(11,371)</b>         |
| <b>LEC</b>                                                    |                   |                   |                   |                               |                         |
| O&M & Inventory                                               | 177,471           | 253,257           | 161,954           | 200,783                       | 38,829                  |
| Administration                                                | 192,430           | 122,006           | 190,680           | 194,162                       | 3,482                   |
| Mandatory                                                     | 25,071            | 26,476            | 26,821            | 27,357                        | 536                     |
| Projects                                                      | 0                 | 0                 | 77,000            | 0                             | (77,000)                |
|                                                               | <b>394,971</b>    | <b>401,739</b>    | <b>456,454</b>    | <b>422,302</b>                | <b>(34,153)</b>         |
|                                                               | <b>\$582,545</b>  | <b>\$586,874</b>  | <b>\$671,650</b>  | <b>\$619,284</b>              | <b>(\$52,367)</b>       |

NORTHERN CALIFORNIA POWER AGENCY  
Shared Facilities - Gas Plants  
Comparative Annual Budget Report

|                                          | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|------------------------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| <b>Fixed O&amp;M Costs</b>               |                   |                   |                   |                               |                         |
| Services -                               |                   |                   |                   |                               |                         |
| Legal Services (Alloc 2)                 | 10,000            | 23,845            | 22,440            | 22,979                        | 539                     |
| Buildings and Grounds (Alloc 2)          | 0                 | 0                 | 0                 | 5,360                         | 5,360                   |
| Ammonia System (Alloc 1)                 | 0                 | 0                 | 0                 | 15,360                        | 15,360                  |
| Switchyard (Alloc 4)                     | 0                 | 0                 | 0                 | 20,480                        | 20,480                  |
| Balance of Plant (Alloc 2)               | 0                 | 0                 | 0                 | 5,000                         | 5,000                   |
| Vehicle (Alloc 7)                        | 0                 | 0                 | 0                 | 5,000                         | 5,000                   |
| HVAC Services (Alloc 2)                  | 15,000            | 4,670             | 15,000            | 0                             | (15,000)                |
|                                          | 25,000            | 28,516            | 37,440            | 74,179                        | 36,739                  |
| Materials & Supplies -                   |                   |                   |                   |                               |                         |
| Ammonia System (Alloc 1)                 | 15,000            | 18,375            | 15,000            | 0                             | (15,000)                |
| Switchyard (Alloc 4)                     | 20,000            | 26,944            | 20,000            | 0                             | (20,000)                |
| Network/Communication (Alloc 5)          | 49,120            | 52,841            | 49,120            | 49,219                        | 99                      |
| Balance of Plant (Alloc 2)               | 40,000            | 68,221            | 45,000            | 46,080                        | 1,080                   |
| Tools/Shop/Warehouse Equipment (Alloc 2) | 25,000            | 72,594            | 30,000            | 30,720                        | 720                     |
| Electric/Control (Alloc 2)               | 0                 | 146               | 0                 | 0                             | 0                       |
| Vehicle (Alloc 7)                        | 28,630            | 23,851            | 30,000            | 30,720                        | 720                     |
|                                          | 177,750           | 262,971           | 189,120           | 156,739                       | (32,381)                |
| Other Costs -                            |                   |                   |                   |                               |                         |
| Telephone & Dedicated Comm. (Alloc 2)    | 20,225            | 11,499            | 20,225            | 0                             | (20,225)                |
| Plant Information Services (Alloc 2)     | 44,705            | 61,617            | 0                 | 0                             | 0                       |
| Aux Power and Utilities (Alloc 2)        | 0                 | 0                 | 0                 | 66,790                        | 66,790                  |
| Equipment Rentals (Alloc 2)              | 5,000             | 9,679             | 5,000             | 5,120                         | 120                     |
| Vehicle & Misc Rental (Alloc 7)          | 0                 | 475               | 0                 | 0                             | 0                       |
|                                          | 69,930            | 83,270            | 25,225            | 71,910                        | 46,685                  |
|                                          | <u>\$272,680</u>  | <u>\$374,757</u>  | <u>\$251,785</u>  | <u>\$302,828</u>              | <u>\$51,043</u>         |



NORTHERN CALIFORNIA POWER AGENCY  
Shared Facilities - Gas Plants  
Comparative Annual Budget Report

|                                                    | FY 2015<br>Budget | FY 2015<br>Actual | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|----------------------------------------------------|-------------------|-------------------|-------------------|-------------------------------|-------------------------|
| <b>Administration Expense</b>                      |                   |                   |                   |                               |                         |
| Services -                                         |                   |                   |                   |                               |                         |
| Office Equipment (Alloc 2)                         | 0                 | 0                 | 0                 | 5,300                         | 5,300                   |
| General Office (Alloc 2)                           | 0                 | 0                 | 0                 | 2,500                         | 2,500                   |
| Janitorial Services (Alloc 2)                      | 15,000            | 8,730             | 15,000            | 10,000                        | (5,000)                 |
|                                                    | 15,000            | 8,730             | 15,000            | 17,800                        | 2,800                   |
| Other Costs -                                      |                   |                   |                   |                               |                         |
| Travel (Alloc 2)                                   | 53,000            | 3,828             | 53,000            | 54,060                        | 1,060                   |
| Staff Development (Alloc 2)                        | 50,750            | 31,056            | 50,750            | 51,765                        | 1,015                   |
| Meals & Per Diems (Alloc 2)                        | 0                 | 0                 | 0                 | 500                           | 500                     |
| Safety Incentive Program (Alloc 2)                 | 2,500             | 50                | 0                 | 0                             | 0                       |
| Community Relations (Alloc 2)                      | 1,000             | 0                 | 1,000             | 1,000                         | 0                       |
| Hdwr/Sfwr Upgrades & Maint (Alloc 4)               | 4,000             | 0                 | 4,000             | 0                             | (4,000)                 |
| Janitorial Supplies & Misc Expenses (Alloc 2)      | 47,500            | 33,880            | 47,500            | 38,250                        | (9,250)                 |
| Office Equipment (Alloc 2)                         | 25,300            | 15,890            | 25,300            | 60,500                        | 35,200                  |
| General Office Supplies (Alloc 2)                  | 45,000            | 25,309            | 45,000            | 45,900                        | 900                     |
| Computer (software,hardware,network,...) (Alloc 2) | 15,000            | 52,676            | 15,000            | 0                             | (15,000)                |
| Awards/Functions/Meetings (Alloc 2)                | 5,000             | 2,315             | 5,000             | 5,100                         | 100                     |
| Publications (Alloc 2)                             | 10,000            | 561               | 10,000            | 2,500                         | (7,500)                 |
|                                                    | 259,050           | 165,564           | 256,550           | 259,575                       | 3,025                   |
|                                                    | \$274,050         | \$174,294         | \$271,550         | \$277,375                     | \$5,825                 |
| <b>Mandatory Costs</b>                             |                   |                   |                   |                               |                         |
| Other Costs -                                      |                   |                   |                   |                               |                         |
| Safety Supplies & Equipment (Alloc 2)              | 35,815            | 37,823            | 38,315            | 39,081                        | 766                     |
|                                                    | 35,815            | 37,823            | 38,315            | 39,081                        | 766                     |
|                                                    | 35,815            | 37,823            | 38,315            | 39,081                        | 766                     |
| <b>O&amp;M Projects</b>                            |                   |                   |                   |                               |                         |
| GSU Oil Dryer (Alloc 5)                            | 0                 | 0                 | 40,000            | 0                             | (40,000)                |
| Bathroom Remodel/Updates (Alloc 2)                 | 0                 | 0                 | 25,000            | 0                             | (25,000)                |
| Forklift (Alloc 2)                                 | 0                 | 0                 | 45,000            | 0                             | (45,000)                |
|                                                    | 0                 | 0                 | 110,000           | 0                             | (110,000)               |

NORTHERN CALIFORNIA POWER AGENCY  
Generation Services - Shared  
Comparative Annual Budget Report

|                                          | FY 2015<br>Budget   | FY 2015<br>Actual   | FY 2016<br>Budget | Proposed<br>FY 2017<br>Budget | Increase/<br>(Decrease) |
|------------------------------------------|---------------------|---------------------|-------------------|-------------------------------|-------------------------|
| Routine O&M Costs                        |                     |                     |                   |                               |                         |
| Operations                               | \$ 300,000          | \$ 56,238           | \$ 275,000        | \$ 130,000                    | \$ (145,000)            |
| Administration                           | 65,000              | 42,223              | 65,000            | 56,450                        | (8,550)                 |
| Routine O&M w/o Labor                    | 365,000             | 98,461              | 340,000           | 186,450                       | (153,550)               |
| Labor                                    | 1,333,746           | 960,764             | 1,215,017         | 1,186,560                     | (28,457)                |
| Total Routine O&M Costs                  | 1,698,746           | 1,059,225           | 1,555,017         | 1,373,010                     | (182,007)               |
| Occupancy Cost                           | 155,833             | 109,313             | 74,027            | 69,988                        | (4,039)                 |
| <b>Annual Budget Cost</b>                | <b>\$ 1,854,579</b> | <b>\$ 1,168,538</b> | <b>1,629,044</b>  | <b>1,442,998</b>              | <b>(186,046)</b>        |
| Less Funding                             |                     |                     |                   |                               |                         |
| Generation Services Shared - Liquidation | (1,854,579)         | (1,168,538)         | (1,629,044)       | (1,442,998)                   | 186,046                 |
|                                          | \$ -                | \$ -                | \$ -              | \$ -                          | \$ -                    |

| Allocated | Person Years | Allocation |              |              |              |              |
|-----------|--------------|------------|--------------|--------------|--------------|--------------|
|           | FY 17        | FY 17 %    |              |              |              |              |
| Hydro     | 19.45        | 21.2%      | \$ 487,532   | 349,007      | \$ 351,252   | \$ 305,833   |
| CT 1      | 3.68         | 4.0%       | 80,734       | 40,180       | 61,919       | 57,865       |
| CT 2      | 3.45         | 3.8%       | 75,786       | 58,987       | 57,979       | 54,248       |
| LEC       | 21.84        | 23.8%      | 510,711      | 451,379      | 388,591      | 343,414      |
| Geo       | 43.35        | 47.2%      | 994,857      | 823,041      | 769,302      | 681,638      |
|           | 91.77        | 100.0%     | \$ 2,149,621 | \$ 1,722,594 | \$ 1,629,044 | \$ 1,442,998 |
|           |              |            |              |              |              | \$ (186,046) |

Allocation based on FTE person years.

Northern California Power Agency  
Calculation of JPA Assessment for Fiscal Year 2017 Budget

| JPA Assessment Amount \$ / MWh  |                           |           | \$0.150            |                           |
|---------------------------------|---------------------------|-----------|--------------------|---------------------------|
| Member                          | CY15 Energy Delivered MWh | Share %   | JPA Assessment     | Participant Revenue Share |
| Alameda                         | 365,052                   | 4.3960%   | \$54,757           | \$5,892                   |
| BART                            | 385,467                   | 4.6419%   | \$57,819           | 6,221                     |
| Biggs                           | 14,743                    | 0.1775%   | 2,211              | 238                       |
| Gridley                         | 35,368                    | 0.4259%   | 5,305              | 571                       |
| Healdsburg                      | 79,177                    | 0.9535%   | 11,876             | 1,278                     |
| Lodi                            | 454,348                   | 5.4714%   | 68,151             | 7,333                     |
| Lompoc                          | 139,126                   | 1.6754%   | 20,869             | 2,245                     |
| Palo Alto                       | 963,255                   | 11.5997%  | 144,486            | 15,547                    |
| Plumas Sierra                   | 159,984                   | 1.9266%   | 23,997             | 2,582                     |
| Port Of Oakland                 | 78,567                    | 0.9461%   | 11,785             | 1,268                     |
| Redding                         | 787,174                   | 9.4793%   | 118,074            | 12,705                    |
| Roseville                       | 1,231,058                 | 14.8247%  | 184,656            | 19,869                    |
| Santa Clara                     | 3,355,173                 | 40.4038%  | 503,269            | 54,152                    |
| Truckee Donner                  | 140,819                   | 1.6958%   | 21,123             | 2,273                     |
| Ukiah                           | 114,793                   | 1.3824%   | 17,219             | 1,853                     |
| Subtotal NCPA Participants      | 8,304,104                 | 100.0000% | 1,245,598          | \$134,028                 |
| <b>Other participants:</b>      |                           |           |                    |                           |
| TID <sup>1</sup>                | 837,724                   |           | 7,955              |                           |
| <b>Other LEC Participants:</b>  |                           |           |                    |                           |
| City of Azusa <sup>2</sup>      | n/a                       |           | 7,071              |                           |
| CDWR <sup>2</sup>               | n/a                       |           | 85,034             |                           |
| MID <sup>2</sup>                | n/a                       |           | 27,196             |                           |
| PWRPA <sup>2</sup>              | n/a                       |           | 6,772              |                           |
| Subtotal Other LEC participants |                           |           | 126,073            |                           |
| Subtotal Other participants     | -                         |           | 134,028            |                           |
| <b>Total NCPA and Other</b>     |                           |           | <b>\$1,379,626</b> |                           |

<sup>1</sup> CY2015 MWh share of Geothermal generation ( \$0.150 x 6.3305% x 837,724 Mwh)

<sup>2</sup> Per LEC Project Management and Operations Agreement, Article 6.2.1.b  
JPA Cost rate x GES x Annual CY Mwh Generation

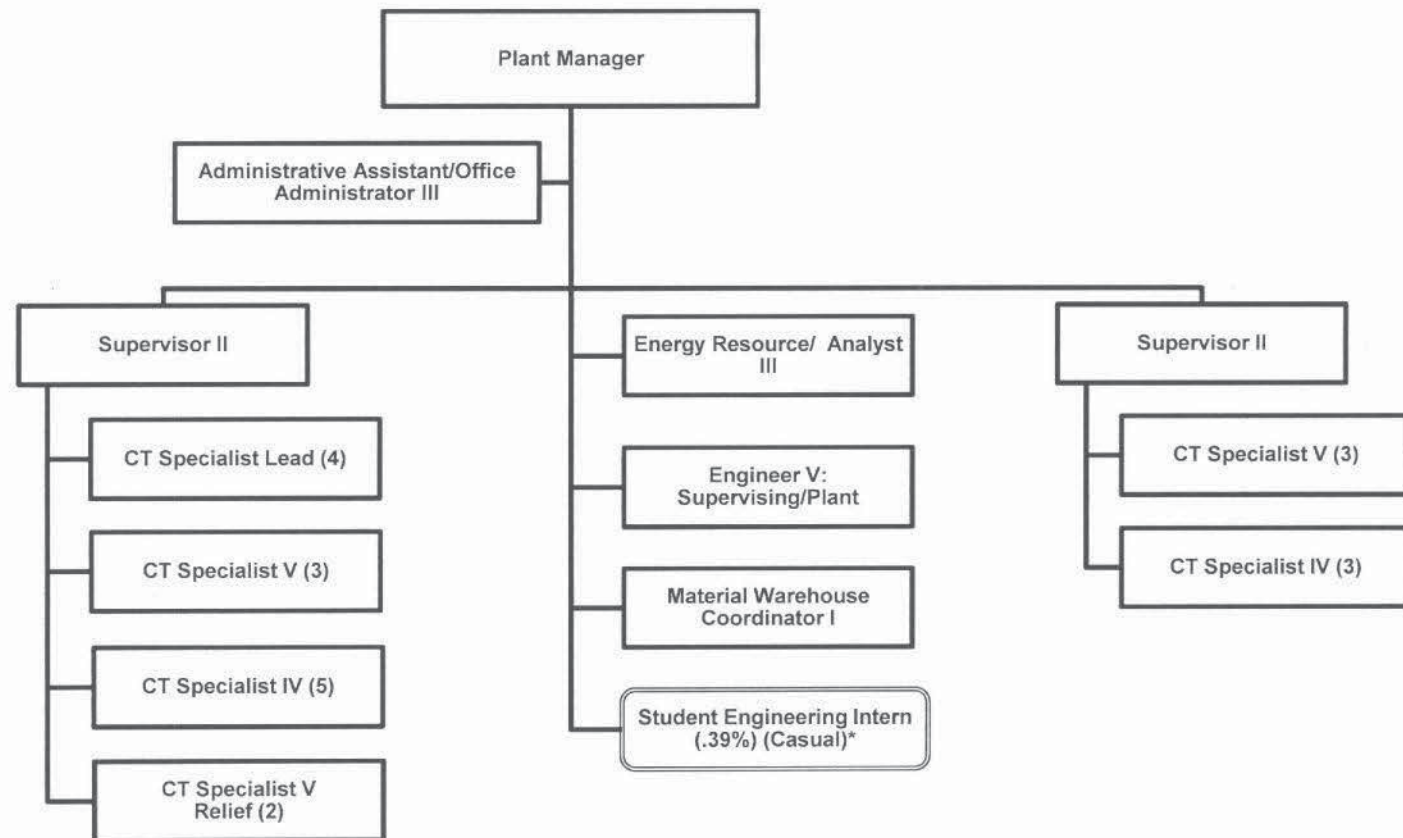
Azusa \$0.150 x 2.7857% x 1,692,216

CDWR \$0.150 x 33.5000% x 1,692,216

MID \$0.150 x 10.7143% x 1,692,216

PWRPA \$0.150 x 2.6679% x 1,692,216

# Combustion Turbine Facilities and LEC



\* Position added FY 2016-2017



Northern California Power Agency  
Labor Budget Worksheet FY2016-2017  
Generation Services  
Org. 610 - Combustion Turbine and Lodi Energy Center Facilities (CT 1, CT 2 & LEC)

| No.                   | Name                    | Position                                          | CT 1                  |             |             | CT 2                  |             |             | LEC                   |              |              | TOTAL        |
|-----------------------|-------------------------|---------------------------------------------------|-----------------------|-------------|-------------|-----------------------|-------------|-------------|-----------------------|--------------|--------------|--------------|
|                       |                         |                                                   | Facility Mgmt & Admin | Operations  | Maintenance | Facility Mgmt & Admin | Operations  | Maintenance | Facility Mgmt & Admin | Operations   | Maintenance  |              |
|                       |                         |                                                   | 546-010-000           | 548-010-000 | 553-010-000 | 546-006-000           | 548-006-000 | 553-006-000 | 546-009-000           | 548-009-000  | 553-009-000  |              |
|                       |                         |                                                   | 610-010-000           | 610-010-000 | 610-010-000 | 610-010-000           | 610-010-000 | 610-010-000 | 610-010-000           | 610-010-000  | 610-010-000  |              |
| 1                     | DeBortoli, Michael      | Manager, Plant                                    | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 2                     | Venethongkham, Souriyet | Engineer/Energy Resource Analyst III              | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 3                     | Conrad, Melissa         | Administrative Assistant/Office Administrator III | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 4                     | Philpot, Melissa        | Material/Warehouse Coordinator I                  | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 5                     | Lawson, Jeremy          | Engineer V: Supervising/Plant                     | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 6                     | Santana, Rafael         | Supervisor II                                     | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 7                     | Sexton, Scott           | Supervisor II                                     | 341                   |             |             | 341                   |             |             | 1,398                 |              |              | 2,080        |
| 8                     | Aistrup, Scott          | CT Specialist V                                   |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 9                     | Cottrell, Matthew       | CT Specialist - Lead                              |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 10                    | Dempsey, Mark W.        | CT Specialist - Lead                              |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 11                    | Hern, Jeffery           | CT Specialist - IV                                |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 12                    | Johnson, Tom            | CT Specialist - IV                                |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 13                    | Ropp, Michael           | CT Specialist - V                                 |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 14                    | Pacheco, Jeffrey        | CT Specialist - Lead                              |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 15                    | Quitter, John           | CT Specialist V                                   |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 16                    | Rusk, Brad              | CT Specialist IV                                  |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 17                    | Stimac, Dennis          | CT Specialist IV                                  |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 18                    | Wertz, James            | CT Specialist - Lead                              |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 19                    | Johnson, Ryan           | CT Specialist Lead - Relief                       |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 20                    | McCrea, Travis          | CT Specialist Lead - Relief                       |                       | 172         |             |                       | 182         |             |                       | 1,726        |              | 2,080        |
| 21                    | Eisenhower, Joshua      | CT Specialist IV                                  |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 22                    | Gibbon, Jeff            | CT Specialist V                                   |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 23                    | Martin, Joshua          | CT Specialist IV                                  |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 24                    | Oliveros, Felix         | CT Specialist IV                                  |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 25                    | Pepiot, Rick L.         | CT Specialist IV                                  |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 26                    | Murphy, Eric            | CT Specialist V                                   |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 27                    | Turner, Dylan           | CT Specialist V                                   |                       |             | 354         |                       |             | 270         |                       |              | 1,456        | 2,080        |
| 28                    | Vacant                  | Student Engineering Intern (Casual) *             | 131                   |             |             | 131                   |             |             | 538                   |              |              | 800          |
| Total Hours           |                         |                                                   | 2,518                 | 2,236       | 2,478       | 2,518                 | 2,366       | 1,890       | 10,324                | 22,438       | 10,192       | 56,960       |
| Total in Person Years |                         |                                                   | 1.21                  | 1.08        | 1.19        | 1.21                  | 1.14        | 0.91        | 4.96                  | 10.79        | 4.90         | 27.38        |
| Total Budget \$       |                         |                                                   | \$ 273,036            | \$ 253,838  | \$ 267,116  | \$ 273,036            | \$ 268,596  | \$ 203,733  | \$ 1,119,398          | \$ 2,547,233 | \$ 1,098,648 | \$ 6,304,633 |

\* Position added in FY2016-2017

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B

| PERIOD<br>ENDING | Total Issue   |               |                     | ICS-A            | 100.0% |
|------------------|---------------|---------------|---------------------|------------------|--------|
|                  | PRINCIPAL     | INTEREST      | INTEREST<br>SUBSIDY | TOTAL<br>PROJECT |        |
| 7/1/2016         | 5,131,250     | 16,104,262    | (4,519,569)         | 16,715,943       |        |
| 7/1/2017         | 5,387,083     | 15,847,700    | (4,519,569)         | 16,715,214       |        |
| 7/1/2018         | 5,653,750     | 15,578,345    | (4,519,569)         | 16,712,527       |        |
| 7/1/2019         | 5,939,583     | 15,295,658    | (4,519,569)         | 16,715,672       |        |
| 7/1/2020         | 6,235,833     | 14,998,679    | (4,519,569)         | 16,714,943       |        |
| 7/1/2021         | 6,547,083     | 14,686,887    | (4,519,569)         | 16,714,402       |        |
| 7/1/2022         | 6,873,333     | 14,359,533    | (4,519,569)         | 16,713,297       |        |
| 7/1/2023         | 7,215,000     | 14,015,866    | (4,519,569)         | 16,711,297       |        |
| 7/1/2024         | 7,576,667     | 13,655,116    | (4,519,569)         | 16,712,214       |        |
| 7/1/2025         | 7,959,167     | 13,276,283    | (4,519,569)         | 16,715,881       |        |
| 7/1/2026         | 8,368,333     | 12,862,273    | (4,501,795)         | 16,728,811       |        |
| 7/1/2027         | 8,769,583     | 12,250,464    | (4,287,662)         | 16,732,385       |        |
| 7/1/2028         | 9,186,250     | 11,609,320    | (4,063,262)         | 16,732,308       |        |
| 7/1/2029         | 9,622,917     | 10,937,713    | (3,828,200)         | 16,732,430       |        |
| 7/1/2030         | 10,080,000    | 10,234,182    | (3,581,964)         | 16,732,218       |        |
| 7/1/2031         | 10,561,667    | 9,497,233     | (3,324,031)         | 16,734,868       |        |
| 7/1/2032         | 11,063,750    | 8,725,069     | (3,053,774)         | 16,735,045       |        |
| 7/1/2033         | 11,590,417    | 7,916,198     | (2,770,669)         | 16,735,946       |        |
| 7/1/2034         | 12,137,917    | 7,068,823     | (2,474,088)         | 16,732,652       |        |
| 7/1/2035         | 12,715,000    | 6,181,420     | (2,163,497)         | 16,732,923       |        |
| 7/1/2036         | 13,317,500    | 5,251,826     | (1,838,139)         | 16,731,187       |        |
| 7/1/2037         | 13,950,000    | 4,278,184     | (1,497,364)         | 16,730,820       |        |
| 7/1/2038         | 14,612,917    | 3,258,299     | (1,140,405)         | 16,730,811       |        |
| 7/1/2039         | 15,310,417    | 2,189,949     | (766,482)           | 16,733,884       |        |
| 7/1/2040         | 14,643,750    | 1,070,605     | (374,712)           | 15,339,643       |        |
|                  | \$240,449,167 | \$261,149,887 | (\$84,861,734)      | \$416,737,320    |        |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
AZUSA

ICS-A 4.9936%

| PERIOD<br>ENDING | Total Issue         |                     |                      |                     |
|------------------|---------------------|---------------------|----------------------|---------------------|
|                  | PRINCIPAL           | INTEREST            | INTEREST<br>SUBSIDY  | TOTAL<br>PROJECT    |
| 7/1/2016         | 256,233             | 804,178             | (225,688)            | 834,723             |
| 7/1/2017         | 269,008             | 791,367             | (225,688)            | 834,687             |
| 7/1/2018         | 282,324             | 777,916             | (225,688)            | 834,552             |
| 7/1/2019         | 296,597             | 763,800             | (225,688)            | 834,709             |
| 7/1/2020         | 311,391             | 748,970             | (225,688)            | 834,673             |
| 7/1/2021         | 326,933             | 733,401             | (225,688)            | 834,646             |
| 7/1/2022         | 343,225             | 717,054             | (225,688)            | 834,591             |
| 7/1/2023         | 360,286             | 699,893             | (225,688)            | 834,491             |
| 7/1/2024         | 378,346             | 681,878             | (225,688)            | 834,537             |
| 7/1/2025         | 397,447             | 662,961             | (225,688)            | 834,720             |
| 7/1/2026         | 417,879             | 642,287             | (224,800)            | 835,365             |
| 7/1/2027         | 437,916             | 611,736             | (214,108)            | 835,544             |
| 7/1/2028         | 458,722             | 579,720             | (202,902)            | 835,540             |
| 7/1/2029         | 480,527             | 546,183             | (191,164)            | 835,546             |
| 7/1/2030         | 503,352             | 511,051             | (178,868)            | 835,536             |
| 7/1/2031         | 527,405             | 474,251             | (165,988)            | 835,668             |
| 7/1/2032         | 552,477             | 435,693             | (152,492)            | 835,677             |
| 7/1/2033         | 578,776             | 395,301             | (138,355)            | 835,722             |
| 7/1/2034         | 606,116             | 352,987             | (123,545)            | 835,557             |
| 7/1/2035         | 634,933             | 308,674             | (108,036)            | 835,571             |
| 7/1/2036         | 665,019             | 262,254             | (91,789)             | 835,484             |
| 7/1/2037         | 696,604             | 213,634             | (74,772)             | 835,466             |
| 7/1/2038         | 729,707             | 162,706             | (56,947)             | 835,465             |
| 7/1/2039         | 764,537             | 109,357             | (38,275)             | 835,619             |
| 7/1/2040         | 731,246             | 53,461              | (18,712)             | 765,996             |
|                  | <u>\$12,007,006</u> | <u>\$13,040,712</u> | <u>(\$4,237,633)</u> | <u>\$20,810,085</u> |



NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
BART

ICS-A 11.8310%

| PERIOD<br>ENDING | Total Issue         |                     |                       |                     |
|------------------|---------------------|---------------------|-----------------------|---------------------|
|                  | PRINCIPAL           | INTEREST            | INTEREST<br>SUBSIDY   | TOTAL<br>PROJECT    |
| 7/1/2016         | 607,078             | 1,905,293           | (534,710)             | 1,977,661           |
| 7/1/2017         | 637,345             | 1,874,940           | (534,710)             | 1,977,575           |
| 7/1/2018         | 668,895             | 1,843,072           | (534,710)             | 1,977,257           |
| 7/1/2019         | 702,711             | 1,809,628           | (534,710)             | 1,977,629           |
| 7/1/2020         | 737,761             | 1,774,492           | (534,710)             | 1,977,543           |
| 7/1/2021         | 774,585             | 1,737,604           | (534,710)             | 1,977,479           |
| 7/1/2022         | 813,183             | 1,698,875           | (534,710)             | 1,977,348           |
| 7/1/2023         | 853,606             | 1,658,216           | (534,710)             | 1,977,112           |
| 7/1/2024         | 896,395             | 1,615,535           | (534,710)             | 1,977,220           |
| 7/1/2025         | 941,648             | 1,570,716           | (534,710)             | 1,977,654           |
| 7/1/2026         | 990,057             | 1,521,734           | (532,607)             | 1,979,184           |
| 7/1/2027         | 1,037,528           | 1,449,351           | (507,273)             | 1,979,607           |
| 7/1/2028         | 1,086,824           | 1,373,497           | (480,724)             | 1,979,597           |
| 7/1/2029         | 1,138,486           | 1,294,040           | (452,914)             | 1,979,612           |
| 7/1/2030         | 1,192,564           | 1,210,805           | (423,782)             | 1,979,587           |
| 7/1/2031         | 1,249,550           | 1,123,617           | (393,266)             | 1,979,900           |
| 7/1/2032         | 1,308,951           | 1,032,262           | (361,292)             | 1,979,921           |
| 7/1/2033         | 1,371,261           | 936,565             | (327,798)             | 1,980,028           |
| 7/1/2034         | 1,436,036           | 836,312             | (292,709)             | 1,979,638           |
| 7/1/2035         | 1,504,310           | 731,323             | (255,963)             | 1,979,670           |
| 7/1/2036         | 1,575,592           | 621,343             | (217,470)             | 1,979,465           |
| 7/1/2037         | 1,650,423           | 506,151             | (177,153)             | 1,979,421           |
| 7/1/2038         | 1,728,853           | 385,489             | (134,921)             | 1,979,420           |
| 7/1/2039         | 1,811,374           | 259,093             | (90,682)              | 1,979,784           |
| 7/1/2040         | 1,732,500           | 126,663             | (44,332)              | 1,814,831           |
|                  | <u>\$28,447,514</u> | <u>\$30,896,614</u> | <u>(\$10,039,982)</u> | <u>\$49,304,146</u> |



NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
BIGGS

ICS-A

0.4802%

| PERIOD<br>ENDING | Total Issue |             |                     |                  |
|------------------|-------------|-------------|---------------------|------------------|
|                  | PRINCIPAL   | INTEREST    | INTEREST<br>SUBSIDY | TOTAL<br>PROJECT |
| 7/1/2016         | 24,642      | 77,338      | (21,704)            | 80,275           |
| 7/1/2017         | 25,870      | 76,106      | (21,704)            | 80,272           |
| 7/1/2018         | 27,151      | 74,812      | (21,704)            | 80,259           |
| 7/1/2019         | 28,524      | 73,454      | (21,704)            | 80,274           |
| 7/1/2020         | 29,946      | 72,028      | (21,704)            | 80,270           |
| 7/1/2021         | 31,441      | 70,531      | (21,704)            | 80,268           |
| 7/1/2022         | 33,008      | 68,959      | (21,704)            | 80,262           |
| 7/1/2023         | 34,649      | 67,308      | (21,704)            | 80,253           |
| 7/1/2024         | 36,385      | 65,576      | (21,704)            | 80,257           |
| 7/1/2025         | 38,222      | 63,757      | (21,704)            | 80,275           |
| 7/1/2026         | 40,187      | 61,769      | (21,619)            | 80,337           |
| 7/1/2027         | 42,114      | 58,830      | (20,591)            | 80,354           |
| 7/1/2028         | 44,115      | 55,752      | (19,513)            | 80,354           |
| 7/1/2029         | 46,212      | 52,526      | (18,384)            | 80,354           |
| 7/1/2030         | 48,407      | 49,148      | (17,202)            | 80,353           |
| 7/1/2031         | 50,720      | 45,609      | (15,963)            | 80,366           |
| 7/1/2032         | 53,132      | 41,900      | (14,665)            | 80,367           |
| 7/1/2033         | 55,661      | 38,016      | (13,306)            | 80,371           |
| 7/1/2034         | 58,290      | 33,947      | (11,881)            | 80,355           |
| 7/1/2035         | 61,061      | 29,685      | (10,390)            | 80,357           |
| 7/1/2036         | 63,955      | 25,221      | (8,827)             | 80,348           |
| 7/1/2037         | 66,992      | 20,545      | (7,191)             | 80,347           |
| 7/1/2038         | 70,176      | 15,647      | (5,477)             | 80,346           |
| 7/1/2039         | 73,525      | 10,517      | (3,681)             | 80,361           |
| 7/1/2040         | 70,324      | 5,141       | (1,799)             | 73,666           |
|                  | \$1,154,710 | \$1,254,122 | (\$407,532)         | \$2,001,300      |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
GRIDLEY

ICS-A 3.5212%

| PERIOD<br>ENDING | Total Issue        |                    |                      |                     |
|------------------|--------------------|--------------------|----------------------|---------------------|
|                  | PRINCIPAL          | INTEREST           | INTEREST<br>SUBSIDY  | TOTAL<br>PROJECT    |
| 7/1/2016         | 180,679            | 567,056            | (159,141)            | 588,594             |
| 7/1/2017         | 189,687            | 558,022            | (159,141)            | 588,568             |
| 7/1/2018         | 199,077            | 548,537            | (159,141)            | 588,474             |
| 7/1/2019         | 209,142            | 538,584            | (159,141)            | 588,584             |
| 7/1/2020         | 219,573            | 528,126            | (159,141)            | 588,559             |
| 7/1/2021         | 230,533            | 517,148            | (159,141)            | 588,540             |
| 7/1/2022         | 242,021            | 505,621            | (159,141)            | 588,501             |
| 7/1/2023         | 254,051            | 493,520            | (159,141)            | 588,430             |
| 7/1/2024         | 266,786            | 480,818            | (159,141)            | 588,463             |
| 7/1/2025         | 280,254            | 467,478            | (159,141)            | 588,592             |
| 7/1/2026         | 294,662            | 452,900            | (158,515)            | 589,047             |
| 7/1/2027         | 308,790            | 431,358            | (150,975)            | 589,173             |
| 7/1/2028         | 323,462            | 408,782            | (143,074)            | 589,170             |
| 7/1/2029         | 338,838            | 385,134            | (134,797)            | 589,175             |
| 7/1/2030         | 354,932            | 360,361            | (126,126)            | 589,167             |
| 7/1/2031         | 371,892            | 334,412            | (117,044)            | 589,260             |
| 7/1/2032         | 389,572            | 307,223            | (107,528)            | 589,267             |
| 7/1/2033         | 408,116            | 278,741            | (97,560)             | 589,298             |
| 7/1/2034         | 427,395            | 248,904            | (87,116)             | 589,182             |
| 7/1/2035         | 447,715            | 217,657            | (76,180)             | 589,192             |
| 7/1/2036         | 468,930            | 184,925            | (64,724)             | 589,131             |
| 7/1/2037         | 491,201            | 150,641            | (52,724)             | 589,118             |
| 7/1/2038         | 514,543            | 114,730            | (40,155)             | 589,118             |
| 7/1/2039         | 539,103            | 77,111             | (26,989)             | 589,226             |
| 7/1/2040         | 515,629            | 37,698             | (13,194)             | 540,132             |
|                  | <u>\$8,466,584</u> | <u>\$9,195,488</u> | <u>(\$2,988,112)</u> | <u>\$14,673,960</u> |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
HEALDSBURG

ICS-A

2.9448%

| PERIOD<br>ENDING | Total Issue        |                    |                      |                     |
|------------------|--------------------|--------------------|----------------------|---------------------|
|                  | PRINCIPAL          | INTEREST           | INTEREST<br>SUBSIDY  | TOTAL<br>PROJECT    |
| 7/1/2016         | 151,107            | 474,245            | (133,094)            | 492,258             |
| 7/1/2017         | 158,641            | 466,690            | (133,094)            | 492,236             |
| 7/1/2018         | 166,494            | 458,757            | (133,094)            | 492,157             |
| 7/1/2019         | 174,911            | 450,433            | (133,094)            | 492,250             |
| 7/1/2020         | 183,635            | 441,687            | (133,094)            | 492,228             |
| 7/1/2021         | 192,801            | 432,505            | (133,094)            | 492,213             |
| 7/1/2022         | 202,409            | 422,865            | (133,094)            | 492,180             |
| 7/1/2023         | 212,470            | 412,745            | (133,094)            | 492,121             |
| 7/1/2024         | 223,121            | 402,121            | (133,094)            | 492,148             |
| 7/1/2025         | 234,385            | 390,965            | (133,094)            | 492,256             |
| 7/1/2026         | 246,434            | 378,773            | (132,571)            | 492,637             |
| 7/1/2027         | 258,250            | 360,757            | (126,265)            | 492,742             |
| 7/1/2028         | 270,520            | 341,876            | (119,657)            | 492,740             |
| 7/1/2029         | 283,380            | 322,098            | (112,734)            | 492,743             |
| 7/1/2030         | 296,840            | 301,380            | (105,483)            | 492,737             |
| 7/1/2031         | 311,024            | 279,678            | (97,887)             | 492,815             |
| 7/1/2032         | 325,810            | 256,939            | (89,929)             | 492,820             |
| 7/1/2033         | 341,319            | 233,119            | (81,592)             | 492,847             |
| 7/1/2034         | 357,442            | 208,166            | (72,858)             | 492,750             |
| 7/1/2035         | 374,436            | 182,033            | (63,712)             | 492,758             |
| 7/1/2036         | 392,179            | 154,658            | (54,130)             | 492,707             |
| 7/1/2037         | 410,805            | 125,986            | (44,095)             | 492,696             |
| 7/1/2038         | 430,327            | 95,952             | (33,583)             | 492,696             |
| 7/1/2039         | 450,867            | 64,491             | (22,572)             | 492,786             |
| 7/1/2040         | 431,235            | 31,528             | (11,035)             | 451,728             |
|                  | <u>\$7,080,845</u> | <u>\$7,690,448</u> | <u>(\$2,499,043)</u> | <u>\$12,272,250</u> |



NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
LODI

ICS-A 17.0295%

| PERIOD<br>ENDING | Total Issue         |                     |                       |                     |
|------------------|---------------------|---------------------|-----------------------|---------------------|
|                  | PRINCIPAL           | INTEREST            | INTEREST<br>SUBSIDY   | TOTAL<br>PROJECT    |
| 7/1/2016         | 873,824             | 2,742,468           | (769,658)             | 2,846,634           |
| 7/1/2017         | 917,391             | 2,698,777           | (769,658)             | 2,846,510           |
| 7/1/2018         | 962,803             | 2,652,907           | (769,658)             | 2,846,052           |
| 7/1/2019         | 1,011,479           | 2,604,767           | (769,658)             | 2,846,588           |
| 7/1/2020         | 1,061,928           | 2,554,193           | (769,658)             | 2,846,464           |
| 7/1/2021         | 1,114,933           | 2,501,097           | (769,658)             | 2,846,371           |
| 7/1/2022         | 1,170,491           | 2,445,350           | (769,658)             | 2,846,183           |
| 7/1/2023         | 1,228,675           | 2,386,825           | (769,658)             | 2,845,843           |
| 7/1/2024         | 1,290,265           | 2,325,392           | (769,658)             | 2,845,999           |
| 7/1/2025         | 1,355,403           | 2,260,878           | (769,658)             | 2,846,623           |
| 7/1/2026         | 1,425,081           | 2,190,375           | (766,631)             | 2,848,825           |
| 7/1/2027         | 1,493,412           | 2,086,187           | (730,165)             | 2,849,434           |
| 7/1/2028         | 1,564,368           | 1,977,004           | (691,951)             | 2,849,421           |
| 7/1/2029         | 1,638,730           | 1,862,633           | (651,921)             | 2,849,441           |
| 7/1/2030         | 1,716,569           | 1,742,825           | (609,989)             | 2,849,405           |
| 7/1/2031         | 1,798,594           | 1,617,327           | (566,064)             | 2,849,857           |
| 7/1/2032         | 1,884,096           | 1,485,832           | (520,041)             | 2,849,887           |
| 7/1/2033         | 1,973,785           | 1,348,085           | (471,830)             | 2,850,040           |
| 7/1/2034         | 2,067,021           | 1,203,782           | (421,324)             | 2,849,479           |
| 7/1/2035         | 2,165,295           | 1,052,662           | (368,432)             | 2,849,525           |
| 7/1/2036         | 2,267,898           | 894,357             | (313,025)             | 2,849,230           |
| 7/1/2037         | 2,375,609           | 728,551             | (254,993)             | 2,849,167           |
| 7/1/2038         | 2,488,500           | 554,871             | (194,205)             | 2,849,166           |
| 7/1/2039         | 2,607,280           | 372,936             | (130,528)             | 2,849,689           |
| 7/1/2040         | 2,493,751           | 182,318             | (63,811)              | 2,612,257           |
|                  | <u>\$40,947,180</u> | <u>\$44,472,399</u> | <u>(\$14,451,490)</u> | <u>\$70,968,089</u> |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
LOMPOC

ICS-A 3.6491%

| PERIOD<br>ENDING | Total Issue        |                    |                      |                     |
|------------------|--------------------|--------------------|----------------------|---------------------|
|                  | PRINCIPAL          | INTEREST           | INTEREST<br>SUBSIDY  | TOTAL<br>PROJECT    |
| 7/1/2016         | 187,247            | 587,668            | (164,926)            | 609,989             |
| 7/1/2017         | 196,582            | 578,305            | (164,926)            | 609,962             |
| 7/1/2018         | 206,313            | 568,476            | (164,926)            | 609,864             |
| 7/1/2019         | 216,744            | 558,160            | (164,926)            | 609,979             |
| 7/1/2020         | 227,554            | 547,323            | (164,926)            | 609,952             |
| 7/1/2021         | 238,912            | 535,946            | (164,926)            | 609,932             |
| 7/1/2022         | 250,818            | 524,000            | (164,926)            | 609,892             |
| 7/1/2023         | 263,286            | 511,459            | (164,926)            | 609,819             |
| 7/1/2024         | 276,483            | 498,295            | (164,926)            | 609,853             |
| 7/1/2025         | 290,441            | 484,471            | (164,926)            | 609,986             |
| 7/1/2026         | 305,372            | 469,363            | (164,277)            | 610,458             |
| 7/1/2027         | 320,015            | 447,037            | (156,463)            | 610,589             |
| 7/1/2028         | 335,219            | 423,641            | (148,274)            | 610,586             |
| 7/1/2029         | 351,154            | 399,133            | (139,696)            | 610,590             |
| 7/1/2030         | 367,834            | 373,460            | (130,711)            | 610,583             |
| 7/1/2031         | 385,410            | 346,568            | (121,299)            | 610,679             |
| 7/1/2032         | 403,732            | 318,390            | (111,437)            | 610,686             |
| 7/1/2033         | 422,951            | 288,873            | (101,106)            | 610,719             |
| 7/1/2034         | 442,930            | 257,951            | (90,283)             | 610,598             |
| 7/1/2035         | 463,989            | 225,569            | (78,949)             | 610,608             |
| 7/1/2036         | 485,975            | 191,647            | (67,076)             | 610,545             |
| 7/1/2037         | 509,055            | 156,117            | (54,641)             | 610,532             |
| 7/1/2038         | 533,246            | 118,900            | (41,615)             | 610,531             |
| 7/1/2039         | 558,699            | 79,914             | (27,970)             | 610,643             |
| 7/1/2040         | 534,371            | 39,068             | (13,674)             | 559,766             |
|                  | <u>\$8,774,334</u> | <u>\$9,529,733</u> | <u>(\$3,096,726)</u> | <u>\$15,207,341</u> |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
PLUMAS-SIERRA

ICS-A 1.4084%

| PERIOD<br>ENDING | Total Issue        |                    |                      |                    |
|------------------|--------------------|--------------------|----------------------|--------------------|
|                  | PRINCIPAL          | INTEREST           | INTEREST<br>SUBSIDY  | TOTAL<br>PROJECT   |
| 7/1/2016         | 72,270             | 226,817            | (63,655)             | 235,432            |
| 7/1/2017         | 75,873             | 223,203            | (63,655)             | 235,421            |
| 7/1/2018         | 79,629             | 219,409            | (63,655)             | 235,383            |
| 7/1/2019         | 83,655             | 215,428            | (63,655)             | 235,428            |
| 7/1/2020         | 87,827             | 211,245            | (63,655)             | 235,418            |
| 7/1/2021         | 92,211             | 206,854            | (63,655)             | 235,410            |
| 7/1/2022         | 96,806             | 202,243            | (63,655)             | 235,394            |
| 7/1/2023         | 101,618            | 197,403            | (63,655)             | 235,366            |
| 7/1/2024         | 106,712            | 192,322            | (63,655)             | 235,379            |
| 7/1/2025         | 112,099            | 186,987            | (63,655)             | 235,431            |
| 7/1/2026         | 117,862            | 181,156            | (63,404)             | 235,613            |
| 7/1/2027         | 123,513            | 172,539            | (60,389)             | 235,663            |
| 7/1/2028         | 129,381            | 163,509            | (57,228)             | 235,662            |
| 7/1/2029         | 135,532            | 154,050            | (53,917)             | 235,664            |
| 7/1/2030         | 141,969            | 144,141            | (50,449)             | 235,661            |
| 7/1/2031         | 148,753            | 133,761            | (46,817)             | 235,698            |
| 7/1/2032         | 155,825            | 122,886            | (43,010)             | 235,701            |
| 7/1/2033         | 163,242            | 111,494            | (39,023)             | 235,713            |
| 7/1/2034         | 170,954            | 99,559             | (34,846)             | 235,667            |
| 7/1/2035         | 179,081            | 87,061             | (30,471)             | 235,671            |
| 7/1/2036         | 187,567            | 73,968             | (25,889)             | 235,646            |
| 7/1/2037         | 196,475            | 60,255             | (21,089)             | 235,641            |
| 7/1/2038         | 205,812            | 45,891             | (16,062)             | 235,641            |
| 7/1/2039         | 215,636            | 30,844             | (10,795)             | 235,684            |
| 7/1/2040         | 206,246            | 15,079             | (5,278)              | 216,047            |
|                  | <u>\$3,386,547</u> | <u>\$3,678,101</u> | <u>(\$1,195,214)</u> | <u>\$5,869,435</u> |



NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
POWER AND WATER RESOURCE

ICS-A 4.7824%

| PERIOD<br>ENDING | Total Issue         |                     |                      |                     |
|------------------|---------------------|---------------------|----------------------|---------------------|
|                  | PRINCIPAL           | INTEREST            | INTEREST<br>SUBSIDY  | TOTAL<br>PROJECT    |
| 7/1/2016         | 245,397             | 770,172             | (216,144)            | 799,425             |
| 7/1/2017         | 257,632             | 757,902             | (216,144)            | 799,390             |
| 7/1/2018         | 270,385             | 745,020             | (216,144)            | 799,261             |
| 7/1/2019         | 284,055             | 731,501             | (216,144)            | 799,412             |
| 7/1/2020         | 298,223             | 717,298             | (216,144)            | 799,377             |
| 7/1/2021         | 313,108             | 702,387             | (216,144)            | 799,351             |
| 7/1/2022         | 328,711             | 686,732             | (216,144)            | 799,298             |
| 7/1/2023         | 345,051             | 670,296             | (216,144)            | 799,202             |
| 7/1/2024         | 362,347             | 653,043             | (216,144)            | 799,246             |
| 7/1/2025         | 380,640             | 634,926             | (216,144)            | 799,422             |
| 7/1/2026         | 400,208             | 615,126             | (215,294)            | 800,040             |
| 7/1/2027         | 419,397             | 585,867             | (205,054)            | 800,211             |
| 7/1/2028         | 439,324             | 555,205             | (194,322)            | 800,207             |
| 7/1/2029         | 460,207             | 523,086             | (183,080)            | 800,213             |
| 7/1/2030         | 482,067             | 489,440             | (171,304)            | 800,203             |
| 7/1/2031         | 505,102             | 454,196             | (158,969)            | 800,330             |
| 7/1/2032         | 529,114             | 417,268             | (146,044)            | 800,338             |
| 7/1/2033         | 554,301             | 378,585             | (132,505)            | 800,381             |
| 7/1/2034         | 580,485             | 338,060             | (118,321)            | 800,224             |
| 7/1/2035         | 608,083             | 295,621             | (103,467)            | 800,237             |
| 7/1/2036         | 636,897             | 251,164             | (87,907)             | 800,154             |
| 7/1/2037         | 667,146             | 204,600             | (71,610)             | 800,136             |
| 7/1/2038         | 698,849             | 155,825             | (54,539)             | 800,136             |
| 7/1/2039         | 732,207             | 104,732             | (36,656)             | 800,283             |
| 7/1/2040         | 700,324             | 51,201              | (17,920)             | 733,604             |
|                  | <u>\$11,499,261</u> | <u>\$12,489,254</u> | <u>(\$4,058,435)</u> | <u>\$19,930,081</u> |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
SANTA CLARA

ICS-A 46.1588%

| PERIOD<br>ENDING | Total Issue          |                      |                       | TOTAL<br>PROJECT     |
|------------------|----------------------|----------------------|-----------------------|----------------------|
|                  | PRINCIPAL            | INTEREST             | INTEREST<br>SUBSIDY   |                      |
| 7/1/2016         | 2,368,523            | 7,433,531            | (2,086,178)           | 7,715,876            |
| 7/1/2017         | 2,486,612            | 7,315,105            | (2,086,178)           | 7,715,539            |
| 7/1/2018         | 2,609,702            | 7,190,775            | (2,086,178)           | 7,714,299            |
| 7/1/2019         | 2,741,639            | 7,060,289            | (2,086,178)           | 7,715,751            |
| 7/1/2020         | 2,878,385            | 6,923,208            | (2,086,178)           | 7,715,414            |
| 7/1/2021         | 3,022,054            | 6,779,288            | (2,086,178)           | 7,715,164            |
| 7/1/2022         | 3,172,647            | 6,628,186            | (2,086,178)           | 7,714,655            |
| 7/1/2023         | 3,330,356            | 6,469,553            | (2,086,178)           | 7,713,731            |
| 7/1/2024         | 3,497,297            | 6,303,035            | (2,086,178)           | 7,714,155            |
| 7/1/2025         | 3,673,854            | 6,128,171            | (2,086,178)           | 7,715,847            |
| 7/1/2026         | 3,862,721            | 5,937,069            | (2,077,974)           | 7,721,815            |
| 7/1/2027         | 4,047,933            | 5,654,665            | (1,979,133)           | 7,723,465            |
| 7/1/2028         | 4,240,261            | 5,358,721            | (1,875,552)           | 7,723,430            |
| 7/1/2029         | 4,441,821            | 5,048,715            | (1,767,050)           | 7,723,486            |
| 7/1/2030         | 4,652,805            | 4,723,974            | (1,653,391)           | 7,723,388            |
| 7/1/2031         | 4,875,137            | 4,383,807            | (1,534,332)           | 7,724,611            |
| 7/1/2032         | 5,106,892            | 4,027,386            | (1,409,585)           | 7,724,693            |
| 7/1/2033         | 5,349,995            | 3,654,021            | (1,278,907)           | 7,725,109            |
| 7/1/2034         | 5,602,715            | 3,262,883            | (1,142,009)           | 7,723,588            |
| 7/1/2035         | 5,869,089            | 2,853,268            | (998,644)             | 7,723,714            |
| 7/1/2036         | 6,147,196            | 2,424,179            | (848,463)             | 7,722,912            |
| 7/1/2037         | 6,439,150            | 1,974,758            | (691,165)             | 7,722,743            |
| 7/1/2038         | 6,745,144            | 1,503,991            | (526,397)             | 7,722,739            |
| 7/1/2039         | 7,067,102            | 1,010,854            | (353,799)             | 7,724,157            |
| 7/1/2040         | 6,759,377            | 494,178              | (172,962)             | 7,080,592            |
|                  | <u>\$110,988,408</u> | <u>\$120,543,609</u> | <u>(\$39,171,143)</u> | <u>\$192,360,874</u> |



NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE ONE Series A & B  
UKIAH

ICS-A

3.2010%

| PERIOD<br>ENDING | Total Issue |             |                     |                  |
|------------------|-------------|-------------|---------------------|------------------|
|                  | PRINCIPAL   | INTEREST    | INTEREST<br>SUBSIDY | TOTAL<br>PROJECT |
| 7/1/2016         | 164,251     | 515,497     | (144,671)           | 535,077          |
| 7/1/2017         | 172,441     | 507,285     | (144,671)           | 535,054          |
| 7/1/2018         | 180,977     | 498,663     | (144,671)           | 534,968          |
| 7/1/2019         | 190,126     | 489,614     | (144,671)           | 535,069          |
| 7/1/2020         | 199,609     | 480,108     | (144,671)           | 535,045          |
| 7/1/2021         | 209,572     | 470,127     | (144,671)           | 535,028          |
| 7/1/2022         | 220,015     | 459,649     | (144,671)           | 534,993          |
| 7/1/2023         | 230,952     | 448,648     | (144,671)           | 534,929          |
| 7/1/2024         | 242,529     | 437,100     | (144,671)           | 534,958          |
| 7/1/2025         | 254,773     | 424,974     | (144,671)           | 535,075          |
| 7/1/2026         | 267,870     | 411,721     | (144,102)           | 535,489          |
| 7/1/2027         | 280,714     | 392,137     | (137,248)           | 535,604          |
| 7/1/2028         | 294,052     | 371,614     | (130,065)           | 535,601          |
| 7/1/2029         | 308,030     | 350,116     | (122,541)           | 535,605          |
| 7/1/2030         | 322,661     | 327,596     | (114,659)           | 535,598          |
| 7/1/2031         | 338,079     | 304,006     | (106,402)           | 535,683          |
| 7/1/2032         | 354,151     | 279,289     | (97,751)            | 535,689          |
| 7/1/2033         | 371,009     | 253,397     | (88,689)            | 535,718          |
| 7/1/2034         | 388,535     | 226,273     | (79,196)            | 535,612          |
| 7/1/2035         | 407,007     | 197,867     | (69,254)            | 535,621          |
| 7/1/2036         | 426,293     | 168,111     | (58,839)            | 535,565          |
| 7/1/2037         | 446,539     | 136,945     | (47,931)            | 535,553          |
| 7/1/2038         | 467,759     | 104,298     | (36,504)            | 535,553          |
| 7/1/2039         | 490,086     | 70,100      | (24,535)            | 535,652          |
| 7/1/2040         | 468,746     | 34,270      | (11,995)            | 491,022          |
|                  | \$7,696,777 | \$8,359,407 | (\$2,716,424)       | \$13,339,760     |

NORTHERN CALIFORNIA POWER AGENCY  
DEBT SERVICE REQUIREMENTS  
LODI ENERGY CENTER - ISSUE TWO Series A & B  
CDWR

ICS-B

100.0000%

| PERIOD<br>ENDING | Total Issue          |                     |                       |                      |
|------------------|----------------------|---------------------|-----------------------|----------------------|
|                  | PRINCIPAL            | INTEREST            | INTEREST<br>SUBSIDY   | TOTAL<br>PROJECT     |
| 7/1/2016         | 4,387,917            | 7,027,117           | (2,171,759)           | 9,243,274            |
| 7/1/2017         | 4,596,667            | 6,815,362           | (2,171,759)           | 9,240,270            |
| 7/1/2018         | 4,744,583            | 6,669,587           | (2,171,759)           | 9,242,412            |
| 7/1/2019         | 4,980,833            | 6,432,358           | (2,171,759)           | 9,241,433            |
| 7/1/2020         | 5,222,917            | 6,184,923           | (2,164,723)           | 9,243,117            |
| 7/1/2021         | 5,381,667            | 5,938,412           | (2,078,444)           | 9,241,634            |
| 7/1/2022         | 5,582,083            | 5,632,787           | (1,971,475)           | 9,243,395            |
| 7/1/2023         | 5,787,917            | 5,315,781           | (1,860,523)           | 9,243,174            |
| 7/1/2024         | 6,003,333            | 4,987,085           | (1,745,480)           | 9,244,938            |
| 7/1/2025         | 6,223,750            | 4,646,156           | (1,626,154)           | 9,243,751            |
| 7/1/2026         | 6,450,000            | 4,292,709           | (1,502,448)           | 9,240,261            |
| 7/1/2027         | 6,690,417            | 3,926,413           | (1,374,245)           | 9,242,585            |
| 7/1/2028         | 6,936,250            | 3,546,465           | (1,241,263)           | 9,241,452            |
| 7/1/2029         | 7,192,083            | 3,152,555           | (1,103,394)           | 9,241,244            |
| 7/1/2030         | 7,457,917            | 2,744,116           | (960,441)             | 9,241,592            |
| 7/1/2031         | 7,733,750            | 2,320,581           | (812,203)             | 9,242,128            |
| 7/1/2032         | 8,019,583            | 1,881,382           | (658,484)             | 9,242,481            |
| 7/1/2033         | 8,315,417            | 1,425,950           | (499,082)             | 9,242,284            |
| 7/1/2034         | 8,621,667            | 953,717             | (333,801)             | 9,241,582            |
| 7/1/2035         | 8,172,083            | 464,093             | (162,432)             | 8,473,744            |
|                  | <u>\$128,500,833</u> | <u>\$84,357,547</u> | <u>(\$28,781,628)</u> | <u>\$184,076,753</u> |



### Weighted Average Forward Electric Prices For Budget Run FY2017 (v0)

#### Electric Market Prices - \$/MWh

| Load | FY   | JUL      | AUG      | SEP      | OCT      | NOV      | DEC      | JAN      | FEB      | MAR      | APR      | MAY      | JUN      | Annual   |
|------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| ON   | 2017 | \$ 39.46 | \$ 40.30 | \$ 39.68 | \$ 40.98 | \$ 38.98 | \$ 40.55 | \$ 40.33 | \$ 40.03 | \$ 38.92 | \$ 35.97 | \$ 35.18 | \$ 36.79 | \$ 38.96 |
| ON   | 2018 | \$ 40.73 | \$ 42.11 | \$ 41.43 | \$ 40.72 | \$ 41.74 | \$ 42.09 | \$ 40.09 | \$ 39.78 | \$ 38.40 | \$ 35.71 | \$ 34.90 | \$ 36.29 | \$ 39.54 |
| ON   | 2019 | \$ 41.37 | \$ 43.13 | \$ 42.71 | \$ 39.72 | \$ 40.48 | \$ 40.81 | \$ 41.58 | \$ 41.28 | \$ 39.91 | \$ 37.22 | \$ 36.42 | \$ 37.72 | \$ 40.24 |
| ON   | 2020 | \$ 43.26 | \$ 44.96 | \$ 44.47 | \$ 41.21 | \$ 42.25 | \$ 42.82 | \$ 43.84 | \$ 43.53 | \$ 42.09 | \$ 39.42 | \$ 38.57 | \$ 39.81 | \$ 42.21 |
| ON   | 2021 | \$ 45.51 | \$ 47.64 | \$ 47.02 | \$ 43.70 | \$ 44.48 | \$ 45.04 | \$ 45.29 | \$ 44.99 | \$ 43.35 | \$ 40.92 | \$ 39.84 | \$ 41.34 | \$ 44.15 |
| ON   | 2022 | \$ 47.28 | \$ 49.47 | \$ 49.07 | \$ 45.78 | \$ 46.55 | \$ 46.86 | \$ 47.11 | \$ 46.80 | \$ 45.41 | \$ 42.72 | \$ 41.87 | \$ 43.07 | \$ 46.07 |
| ON   | 2023 | \$ 49.47 | \$ 51.82 | \$ 51.34 | \$ 48.01 | \$ 48.80 | \$ 48.87 | \$ 49.12 | \$ 48.81 | \$ 47.37 | \$ 44.56 | \$ 43.77 | \$ 45.02 | \$ 48.15 |
| ON   | 2024 | \$ 51.57 | \$ 54.07 | \$ 53.51 | \$ 50.07 | \$ 50.87 | \$ 50.99 | \$ 51.25 | \$ 50.91 | \$ 49.40 | \$ 46.48 | \$ 45.63 | \$ 46.84 | \$ 50.20 |
| ON   | 2025 | \$ 53.73 | \$ 56.42 | \$ 55.81 | \$ 52.22 | \$ 53.07 | \$ 53.15 | \$ 53.42 | \$ 53.06 | \$ 51.51 | \$ 48.48 | \$ 47.55 | \$ 48.92 | \$ 52.35 |
| ON   | 2026 | \$ 56.00 | \$ 58.77 | \$ 58.14 | \$ 54.38 | \$ 55.27 | \$ 55.36 | \$ 55.66 | \$ 55.27 | \$ 53.65 | \$ 50.49 | \$ 49.50 | \$ 50.99 | \$ 54.51 |
| OFF  | 2017 | \$ 31.07 | \$ 33.55 | \$ 33.33 | \$ 33.18 | \$ 32.57 | \$ 34.64 | \$ 34.58 | \$ 34.01 | \$ 32.65 | \$ 29.44 | \$ 28.75 | \$ 30.21 | \$ 32.34 |
| OFF  | 2018 | \$ 33.20 | \$ 34.46 | \$ 34.13 | \$ 35.45 | \$ 35.64 | \$ 36.85 | \$ 37.57 | \$ 37.04 | \$ 35.52 | \$ 29.23 | \$ 28.84 | \$ 29.86 | \$ 34.00 |
| OFF  | 2019 | \$ 34.87 | \$ 36.33 | \$ 35.94 | \$ 36.66 | \$ 36.91 | \$ 38.26 | \$ 37.39 | \$ 36.83 | \$ 35.22 | \$ 29.20 | \$ 28.77 | \$ 30.26 | \$ 34.76 |
| OFF  | 2020 | \$ 34.52 | \$ 36.15 | \$ 35.87 | \$ 36.68 | \$ 36.87 | \$ 38.50 | \$ 39.40 | \$ 38.85 | \$ 36.88 | \$ 30.86 | \$ 30.44 | \$ 31.47 | \$ 35.60 |
| OFF  | 2021 | \$ 36.10 | \$ 38.28 | \$ 37.66 | \$ 38.57 | \$ 38.78 | \$ 40.37 | \$ 40.83 | \$ 40.24 | \$ 38.38 | \$ 32.10 | \$ 31.74 | \$ 32.89 | \$ 37.20 |
| OFF  | 2022 | \$ 37.41 | \$ 39.92 | \$ 39.34 | \$ 40.39 | \$ 40.59 | \$ 42.23 | \$ 42.72 | \$ 42.20 | \$ 40.32 | \$ 33.78 | \$ 33.29 | \$ 34.73 | \$ 38.93 |
| OFF  | 2023 | \$ 39.33 | \$ 41.76 | \$ 41.26 | \$ 42.35 | \$ 42.48 | \$ 44.04 | \$ 44.54 | \$ 43.93 | \$ 42.00 | \$ 35.20 | \$ 34.48 | \$ 35.78 | \$ 40.61 |
| OFF  | 2024 | \$ 41.07 | \$ 43.40 | \$ 43.07 | \$ 44.13 | \$ 44.32 | \$ 45.83 | \$ 46.38 | \$ 45.81 | \$ 43.83 | \$ 36.73 | \$ 35.99 | \$ 37.71 | \$ 42.38 |
| OFF  | 2025 | \$ 42.84 | \$ 45.14 | \$ 44.86 | \$ 45.97 | \$ 46.18 | \$ 47.96 | \$ 48.43 | \$ 47.79 | \$ 45.74 | \$ 38.26 | \$ 37.54 | \$ 39.10 | \$ 44.18 |
| OFF  | 2026 | \$ 44.67 | \$ 47.36 | \$ 46.47 | \$ 47.77 | \$ 48.00 | \$ 49.84 | \$ 50.42 | \$ 49.69 | \$ 47.50 | \$ 39.77 | \$ 38.98 | \$ 40.20 | \$ 45.93 |

### Simple Average Forward Gas Prices For Budget Run FY2017

#### Natural Gas Prices (\$/MMBtu at PG&E CG)

| FY   | JUL     | AUG     | SEP     | OCT     | NOV     | DEC     | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | Annual  |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2017 | \$ 2.94 | \$ 2.95 | \$ 2.95 | \$ 2.94 | \$ 3.13 | \$ 3.19 | \$ 3.22 | \$ 3.20 | \$ 3.18 | \$ 3.09 | \$ 3.09 | \$ 3.13 | \$ 3.08 |
| 2018 | \$ 3.22 | \$ 3.23 | \$ 3.22 | \$ 3.20 | \$ 3.33 | \$ 3.45 | \$ 3.54 | \$ 3.51 | \$ 3.49 | \$ 3.25 | \$ 3.24 | \$ 3.28 | \$ 3.33 |
| 2019 | \$ 3.36 | \$ 3.37 | \$ 3.36 | \$ 3.34 | \$ 3.50 | \$ 3.63 | \$ 3.71 | \$ 3.68 | \$ 3.67 | \$ 3.42 | \$ 3.41 | \$ 3.44 | \$ 3.49 |
| 2020 | \$ 3.53 | \$ 3.54 | \$ 3.54 | \$ 3.52 | \$ 3.64 | \$ 3.79 | \$ 3.88 | \$ 3.85 | \$ 3.84 | \$ 3.56 | \$ 3.55 | \$ 3.59 | \$ 3.65 |
| 2021 | \$ 3.67 | \$ 3.69 | \$ 3.68 | \$ 3.67 | \$ 3.84 | \$ 3.98 | \$ 4.07 | \$ 4.04 | \$ 4.03 | \$ 3.69 | \$ 3.68 | \$ 3.72 | \$ 3.81 |
| 2022 | \$ 3.80 | \$ 3.83 | \$ 3.82 | \$ 3.82 | \$ 3.98 | \$ 4.12 | \$ 4.22 | \$ 4.19 | \$ 4.17 | \$ 3.85 | \$ 3.84 | \$ 3.87 | \$ 3.96 |
| 2023 | \$ 3.96 | \$ 3.99 | \$ 3.99 | \$ 3.98 | \$ 4.14 | \$ 4.28 | \$ 4.38 | \$ 4.35 | \$ 4.33 | \$ 4.01 | \$ 3.99 | \$ 4.03 | \$ 4.12 |
| 2024 | \$ 4.11 | \$ 4.15 | \$ 4.15 | \$ 4.16 | \$ 4.26 | \$ 4.42 | \$ 4.54 | \$ 4.51 | \$ 4.50 | \$ 4.16 | \$ 4.15 | \$ 4.18 | \$ 4.27 |
| 2025 | \$ 4.27 | \$ 4.31 | \$ 4.31 | \$ 4.32 | \$ 4.42 | \$ 4.60 | \$ 4.72 | \$ 4.69 | \$ 4.67 | \$ 4.32 | \$ 4.31 | \$ 4.35 | \$ 4.44 |
| 2026 | \$ 4.44 | \$ 4.48 | \$ 4.48 | \$ 4.49 | \$ 4.59 | \$ 4.77 | \$ 4.90 | \$ 4.87 | \$ 4.85 | \$ 4.49 | \$ 4.48 | \$ 4.51 | \$ 4.61 |



Northern California Power Agency  
MARKET POWER PURCHASES and SALES - GWh  
Ten Years - FY2017 to FY2026

**TOTAL PROJECT ANNUAL CAPACITY FACTOR BY RESOURCE - %**

| Annual Capacity Factor - FY (PLANT TOTALS) |                                       |                          |        |        |        |        |        |        |        |        |        |        |
|--------------------------------------------|---------------------------------------|--------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Type                                       | Resource Name                         | Installed Capacity (MW*) | 2017   | 2018   | 2019   | 2020   | 2021   | 2022   | 2023   | 2024   | 2025   | 2026   |
| Hydro                                      | Collierville                          | 246.9                    | 16.9%  | 19.9%  | 19.9%  | 19.8%  | 19.6%  | 19.9%  | 19.8%  | 19.8%  | 19.9%  | 19.9%  |
|                                            | NSM                                   | 6.1                      | 27.1%  | 37.2%  | 37.2%  | 37.2%  | 37.2%  | 37.2%  | 37.2%  | 37.2%  | 37.2%  | 37.2%  |
| Geothermal                                 | Geo                                   | NA **                    | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| Gas                                        | LEC                                   | 280                      | 60.8%  | 52.7%  | 43.6%  | 42.6%  | 44.1%  | 41.7%  | 38.8%  | 35.2%  | 31.1%  | 35.6%  |
|                                            | STIG                                  | 49.9                     | 0.8%   | 0.7%   | 0.6%   | 0.4%   | 0.4%   | 0.3%   | 0.4%   | 0.4%   | 0.4%   | 0.5%   |
|                                            | CT1_AL1                               | 23.8                     | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.3%   | 0.3%   |
|                                            | CT1_AL2                               | 25.4                     | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.2%   | 0.3%   | 0.3%   |
|                                            | CT1_LD                                | 25.3                     | 0.3%   | 0.3%   | 0.3%   | 0.3%   | 0.3%   | 0.3%   | 0.3%   | 0.4%   | 0.4%   | 0.4%   |
| WAPA                                       | Western BR                            | 1895.0                   | 14%    | 17%    | 18%    | 18%    | 18%    | 17%    | 18%    | 18%    | 18%    | 18%    |
| Member Contracts                           | 1008746 AL-PA_High Winds              | 30.0                     | 34%    | 34%    | 34%    | 34%    | 34%    | 34%    | 34%    | 34%    | 34%    | 34%    |
|                                            | 1011826 PA_Shiloh Wind                | 25.0                     | 35%    | 35%    | 35%    | 35%    | 35%    | 5%     |        |        |        |        |
|                                            | 1011074 AL_Richmond_LFG               | 2.5                      | 90%    | 90%    | 90%    | 15%    |        |        |        |        |        |        |
|                                            | 1027008 AL_Butte_LFG                  | 2.15                     | 88%    | 88%    | 88%    | 88%    | 88%    | 88%    | 88%    | 88%    | 88%    | 88%    |
|                                            | 1021782 AL-PA_OxMtn_LFG               | 10.6                     | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   |
|                                            | 1021785 AL-PA_KellerCanyon_LFG        | 3.8                      | 90%    | 90%    | 90%    | 90%    | 90%    | 90%    | 90%    | 90%    | 90%    | 90%    |
|                                            | 1012236 AL-PA_SantaCruz_LFG           | 3.0                      | 86%    | 86%    | 86%    | 86%    | 86%    | 86%    | 86%    | 86%    | 86%    | 86%    |
|                                            | 1027538 PA_JohnsonCyn_LFG             | 1.4                      | 92%    | 92%    | 92%    | 92%    | 92%    | 92%    | 92%    | 92%    | 92%    | 92%    |
|                                            | 1029610 PA_San_Joaquin_LFG            | 4.1                      | 93%    | 93%    | 93%    | 93%    | 93%    | 93%    | 93%    | 93%    | 93%    | 93%    |
|                                            | 1027602PO EBMUD 1MW                   | 1.0                      | 100%   | 33%    |        |        |        |        |        |        |        |        |
|                                            | 1000000 LD-Astoria Solar 10 MW        | 10.0                     | 16%    | 32%    | 32%    | 31%    | 31%    | 31%    | 31%    | 31%    | 31%    | 31%    |
|                                            | 1028687 PA-Elevation Solar 40 MW      | 40.0                     | 26%    | 26%    | 26%    | 25%    | 25%    | 25%    | 25%    | 25%    | 25%    | 25%    |
|                                            | 1028688 PA-Blue Sky Ranch Solar 20 MW | 20.0                     | 13%    | 26%    | 26%    | 25%    | 25%    | 25%    | 25%    | 25%    | 25%    | 25%    |
|                                            | 1028689 PA-Frontier Solar 20 MW       | 20.0                     | 13%    | 26%    | 26%    | 25%    | 25%    | 25%    | 25%    | 25%    | 25%    | 25%    |
|                                            | 1030034 PA-Hayworth Solar 25 MW       | 25.0                     | 24%    | 24%    | 24%    | 24%    | 24%    | 24%    | 24%    | 24%    | 24%    | 23%    |
|                                            | 1030061 PA-Kettleman Solar 20 MW      | 20.0                     | 27%    | 27%    | 26%    | 26%    | 26%    | 26%    | 26%    | 26%    | 26%    | 25%    |
|                                            | PS_HighSierra1                        | 3.3                      | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   |
|                                            | PS_HighSierra2                        | 3.3                      | 98%    | 96%    | 95%    | 96%    | 96%    | 97%    | 96%    | 96%    | 97%    | 97%    |
| NCPA Contracts                             | Graeagle                              | 0.5                      | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   |
|                                            | GR-PV_Main                            | 1.0                      | 21%    | 21%    | 21%    | 21%    | 21%    | 21%    | 21%    | 20%    | 20%    | 20%    |
|                                            | BART-PV                               | 2.5                      | 19%    | 19%    | 19%    | 18%    | 18%    | 18%    | 18%    | 18%    | 18%    | 18%    |
|                                            | 1029545 NCPA BART-Nacimiento          | 4.35                     | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   |
|                                            | UK_Mendo                              | 1.0                      | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   | 100%   |
|                                            | SCL_Supply                            | 2.5                      | 21%    | 17%    |        |        |        |        |        |        |        |        |

\* Pmax, if available, for certain units from NCPA MARS system - 2010-01-06.

\*\* Geo Capacity varies base on both normal steam decline as well as maximum steam draw. Units are normally run baseload.

| Generation - GWh             |                                       |                |           |           |           |           |           |           |           |         |         |
|------------------------------|---------------------------------------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|---------|
| Type                         | Resource Name                         | 2017           | 2018      | 2019      | 2020      | 2021      | 2022      | 2023      | 2024      | 2025    | 2026    |
| Hydro                        | Collierville                          | 419,646        | 494,346   | 493,703   | 493,701   | 486,729   | 493,529   | 492,616   | 493,701   | 495,464 | 493,040 |
|                              | NSM                                   | 18,134         | 25,030    | 24,995    | 25,030    | 25,020    | 25,023    | 24,974    | 24,968    | 25,010  | 25,023  |
| Geothermal                   | Geo                                   | 802,786        | 782,502   | 763,202   | 730,283   | 709,211   | 710,775   | 694,783   | 681,054   | 652,081 | 637,176 |
|                              | Gas                                   | LEC            | 1,655,765 | 1,434,035 | 1,188,779 | 1,178,414 | 1,213,341 | 1,149,050 | 1,077,283 | 986,735 | 872,601 |
|                              | STIG                                  | 3,918          | 3,180     | 2,802     | 1,904     | 2,154     | 1,455     | 1,705     | 1,754     | 1,904   | 2,527   |
|                              | CT1_AL1                               | 0,557          | 0,376     | 0,376     | 0,376     | 0,367     | 0,390     | 0,390     | 0,547     | 0,681   | 0,728   |
|                              | CT1_AL2                               | 0,594          | 0,401     | 0,417     | 0,417     | 0,391     | 0,442     | 0,467     | 0,711     | 0,803   | 0,777   |
|                              | CT1_LD                                | 0,850          | 0,774     | 0,673     | 0,658     | 0,825     | 0,774     | 0,799     | 0,911     | 0,911   | 0,926   |
| WAPA                         | Western BR                            | 2,362.2        | 3,033.9   | 3,055.1   | 3,056.5   | 3,055.8   | 3,056.2   | 3,054.4   | 3,052.9   | 3,053.7 | 3,054.6 |
| Member Contracts             | 1008746 AL-PA_High Winds              | 87,055         | 87,055    | 87,055    | 87,169    | 87,055    | 87,055    | 87,055    | 87,169    | 87,055  | 87,055  |
|                              | 1011826 PA_Shiloh Wind                | 75,277         | 75,277    | 75,277    | 75,372    | 75,277    | 11,724    | -         | -         | -       | -       |
|                              | 1011074 AL_Richmond_LFG               | 19,710         | 19,710    | 19,710    | 3,348     | -         | -         | -         | -         | -       | -       |
|                              | 1027008 AL_Butte_LFG                  | 16,644         | 16,644    | 16,644    | 16,690    | 16,644    | 16,644    | 16,644    | 16,690    | 16,644  | 16,644  |
|                              | 1021782 AL-PA_OxMtn_LFG               | 93,031         | 93,031    | 93,031    | 93,286    | 93,031    | 93,031    | 93,031    | 93,286    | 93,031  | 93,031  |
|                              | 1021785 AL-PA_KellerCanyon_LFG        | 28,032         | 28,032    | 28,032    | 28,109    | 28,032    | 28,032    | 28,032    | 28,109    | 28,032  | 28,032  |
|                              | 1012236 AL-PA_SantaCruz_LFG           | 22,776         | 22,776    | 22,776    | 22,838    | 22,776    | 22,776    | 22,776    | 22,838    | 22,776  | 9,547   |
|                              | 1027538 PA_JohnsonCyn_LFG             | 11,414         | 11,414    | 11,414    | 11,446    | 11,414    | 11,414    | 11,414    | 11,446    | 11,414  | 11,414  |
|                              | 1029610 PA_San_Joaquin_LFG            | 35,627         | 35,627    | 35,627    | 35,725    | 35,627    | 35,627    | 35,627    | 35,627    | 35,725  | 35,627  |
|                              | 1027602PO EBMUD 1MW                   | 8,760          | 2,952     | -         | -         | -         | -         | -         | -         | -       | -       |
|                              | 1000000 LD-Astoria Solar 10 MW        | 15,146         | 29,839    | 29,745    | 29,648    | 29,550    | 29,451    | 29,353    | 29,254    | 29,155  | 29,054  |
|                              | 1028687 PA-Elevation Solar 40 MW      | 96,912         | 96,501    | 96,092    | 95,683    | 95,272    | 94,863    | 94,456    | 94,051    | 93,648  | 93,247  |
|                              | 1028688 PA-Blue Sky Ranch Solar 20 MW | 24,111         | 48,360    | 48,155    | 47,950    | 47,744    | 47,539    | 47,335    | 47,132    | 46,930  | 46,729  |
|                              | 1028689 PA-Frontier Solar 20 MW       | 24,269         | 48,658    | 48,370    | 48,082    | 47,793    | 47,506    | 47,221    | 46,937    | 46,656  | 46,377  |
|                              | 1030034 PA-Hayworth Solar 25 MW       | 57,678         | 57,424    | 57,172    | 56,917    | 56,663    | 56,410    | 56,157    | 55,903    | 55,651  | 55,399  |
|                              | 1030061 PA-Kettleman Solar 20 MW      | 50,539         | 50,240    | 49,939    | 49,641    | 49,345    | 49,051    | 48,759    | 48,469    | 48,180  | 47,889  |
|                              | NCPA Contracts                        | PS_HighSierra1 | 29,234    | 29,234    | 29,181    | 29,309    | 29,234    | 29,234    | 29,234    | 29,260  | 29,230  |
| PS_HighSierra2               |                                       | 28,786         | 28,086    | 27,964    | 28,134    | 28,249    | 28,324    | 28,179    | 28,307    | 28,314  | 28,306  |
| Graeagle                     |                                       | 2,004          | 2,004     | 2,004     | 2,010     | 2,004     | 2,004     | 2,004     | 2,010     | 2,004   | 2,004   |
| GR-PV_Main                   |                                       | 1,996          | 1,986     | 1,976     | 1,966     | 1,956     | 1,946     | 1,937     | 1,927     | 1,917   | 1,908   |
| BART-PV                      |                                       | 4,436          | 4,415     | 4,395     | 4,374     | 4,354     | 4,334     | 4,313     | 4,293     | 4,272   | 4,252   |
| 1029545 NCPA BART-Nacimiento |                                       | 12,969         | 12,969    | 12,969    | 12,977    | 12,969    | 12,969    | 12,969    | 12,977    | 12,969  | 12,969  |
| UK_Mendo                     |                                       | 12,093         | 12,093    | 12,093    | 12,118    | 12,093    | 12,093    | 12,093    | 12,118    | 12,093  | 12,093  |
|                              | SCL_Supply                            | 87,936         | 66,966    | -         | -         | -         | -         | -         | -         | -       | -       |

Northern California Power Agency  
Gas Plant Generation GHG Estimate  
Ten Years - FY2017 to FY2026

LEC forecasted Generation - Expected Energy in MWh per Fiscal Year per Participant

| FY   | Biggs | Gridley | Healds | Lodi    | Lompoc | Plumas | Ukiah  | BART    | SVP     | Azusa  | CDWR    | MID     | PWRPA  | Total     |
|------|-------|---------|--------|---------|--------|--------|--------|---------|---------|--------|---------|---------|--------|-----------|
| 2017 | 4,436 | 32,524  | 27,201 | 157,298 | 33,706 | 13,009 | 29,567 | 109,280 | 426,359 | 46,125 | 554,681 | 177,404 | 44,174 | 1,655,765 |
| 2018 | 3,842 | 28,169  | 23,558 | 136,233 | 29,193 | 11,267 | 25,608 | 94,646  | 369,264 | 39,948 | 480,402 | 153,647 | 38,259 | 1,434,035 |
| 2019 | 3,185 | 23,351  | 19,529 | 112,934 | 24,200 | 9,340  | 21,228 | 78,459  | 306,111 | 33,116 | 398,241 | 127,369 | 31,715 | 1,188,779 |
| 2020 | 3,157 | 23,148  | 19,359 | 111,949 | 23,989 | 9,259  | 21,043 | 77,775  | 303,442 | 32,827 | 394,769 | 126,259 | 31,439 | 1,178,414 |
| 2021 | 3,251 | 23,834  | 19,933 | 115,267 | 24,700 | 9,533  | 21,667 | 80,081  | 312,435 | 33,800 | 406,469 | 130,001 | 32,371 | 1,213,341 |
| 2022 | 3,078 | 22,571  | 18,877 | 109,160 | 23,391 | 9,028  | 20,519 | 75,837  | 295,880 | 32,009 | 384,932 | 123,113 | 30,656 | 1,149,050 |
| 2023 | 2,886 | 21,161  | 17,698 | 102,342 | 21,930 | 8,464  | 19,237 | 71,101  | 277,400 | 30,010 | 360,890 | 115,423 | 28,741 | 1,077,283 |
| 2024 | 2,643 | 19,382  | 16,210 | 93,740  | 20,087 | 7,753  | 17,620 | 65,125  | 254,084 | 27,487 | 330,556 | 105,722 | 26,325 | 986,735   |
| 2025 | 2,338 | 17,141  | 14,335 | 82,897  | 17,764 | 6,856  | 15,582 | 57,592  | 224,695 | 24,308 | 292,321 | 93,493  | 23,280 | 872,601   |
| 2026 | 2,674 | 19,609  | 16,399 | 94,834  | 20,322 | 7,843  | 17,826 | 65,885  | 257,051 | 27,808 | 334,416 | 106,956 | 26,632 | 998,257   |

GHG Estimated Obligations - Allowances (MTs) 0.371

| FY   | Biggs | Gridley | Healdsburg | Lodi   | Lompoc | Plumas | Ukiah  | BART   | SVP     | Azusa  | CDWR    | MID    | PWRPA  | Total   |
|------|-------|---------|------------|--------|--------|--------|--------|--------|---------|--------|---------|--------|--------|---------|
| 2017 | 1,646 | 12,066  | 10,092     | 58,357 | 12,505 | 4,826  | 10,969 | 40,543 | 158,179 | 17,112 | 205,787 | 65,817 | 16,389 | 614,289 |
| 2018 | 1,425 | 10,451  | 8,740      | 50,543 | 10,830 | 4,180  | 9,500  | 35,114 | 136,997 | 14,821 | 178,229 | 57,003 | 14,194 | 532,027 |
| 2019 | 1,182 | 8,663   | 7,245      | 41,899 | 8,978  | 3,465  | 7,876  | 29,108 | 113,567 | 12,286 | 147,747 | 47,254 | 11,766 | 441,037 |
| 2020 | 1,171 | 8,588   | 7,182      | 41,533 | 8,900  | 3,435  | 7,807  | 28,855 | 112,577 | 12,179 | 146,459 | 46,842 | 11,664 | 437,192 |
| 2021 | 1,206 | 8,842   | 7,395      | 42,764 | 9,164  | 3,537  | 8,038  | 29,710 | 115,913 | 12,540 | 150,800 | 48,230 | 12,010 | 450,150 |
| 2022 | 1,142 | 8,374   | 7,003      | 40,498 | 8,678  | 3,349  | 7,612  | 28,136 | 109,772 | 11,875 | 142,810 | 45,675 | 11,373 | 426,298 |
| 2023 | 1,071 | 7,851   | 6,566      | 37,969 | 8,136  | 3,140  | 7,137  | 26,378 | 102,916 | 11,134 | 133,890 | 42,822 | 10,663 | 399,672 |
| 2024 | 981   | 7,191   | 6,014      | 34,777 | 7,452  | 2,876  | 6,537  | 24,161 | 94,265  | 10,198 | 122,636 | 39,223 | 9,767  | 366,079 |
| 2025 | 867   | 6,359   | 5,318      | 30,755 | 6,590  | 2,544  | 5,781  | 21,367 | 83,362  | 9,018  | 108,451 | 34,686 | 8,637  | 323,735 |
| 2026 | 992   | 7,275   | 6,084      | 35,184 | 7,539  | 2,910  | 6,613  | 24,443 | 95,366  | 10,317 | 124,068 | 39,681 | 9,881  | 370,353 |

GHG Allowances - Allocated or Purchased

| FY   | Biggs | Gridley | Healdsburg | Lodi | Lompoc | Plumas | Ukiah | BART | SVP | Azusa | CDWR | MID | PWRPA | Total |
|------|-------|---------|------------|------|--------|--------|-------|------|-----|-------|------|-----|-------|-------|
| 2017 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2018 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2019 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2020 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2021 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2022 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2023 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2024 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2025 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |
| 2026 | -     | -       | -          | -    | -      | -      | -     | -    | -   | -     | -    | -   | -     | -     |

Net Short(Long) GHG Allowances by Member

| FY   | Biggs | Gridley | Healds. | Lodi   | Lompoc | Plumas | Ukiah  | BART   | SVP     | Azusa  | CDWR    | MID    | PWRPA  | Total   |
|------|-------|---------|---------|--------|--------|--------|--------|--------|---------|--------|---------|--------|--------|---------|
| 2017 | 1,646 | 12,066  | 10,092  | 58,357 | 12,505 | 4,826  | 10,969 | 40,543 | 158,179 | 17,112 | 205,787 | 65,817 | 16,389 | 614,289 |
| 2018 | 1,425 | 10,451  | 8,740   | 50,543 | 10,830 | 4,180  | 9,500  | 35,114 | 136,997 | 14,821 | 178,229 | 57,003 | 14,194 | 532,027 |
| 2019 | 1,182 | 8,663   | 7,245   | 41,899 | 8,978  | 3,465  | 7,876  | 29,108 | 113,567 | 12,286 | 147,747 | 47,254 | 11,766 | 441,037 |
| 2020 | 1,171 | 8,588   | 7,182   | 41,533 | 8,900  | 3,435  | 7,807  | 28,855 | 112,577 | 12,179 | 146,459 | 46,842 | 11,664 | 437,192 |
| 2021 | 1,206 | 8,842   | 7,395   | 42,764 | 9,164  | 3,537  | 8,038  | 29,710 | 115,913 | 12,540 | 150,800 | 48,230 | 12,010 | 450,150 |
| 2022 | 1,142 | 8,374   | 7,003   | 40,498 | 8,678  | 3,349  | 7,612  | 28,136 | 109,772 | 11,875 | 142,810 | 45,675 | 11,373 | 426,298 |
| 2023 | 1,071 | 7,851   | 6,566   | 37,969 | 8,136  | 3,140  | 7,137  | 26,378 | 102,916 | 11,134 | 133,890 | 42,822 | 10,663 | 399,672 |
| 2024 | 981   | 7,191   | 6,014   | 34,777 | 7,452  | 2,876  | 6,537  | 24,161 | 94,265  | 10,198 | 122,636 | 39,223 | 9,767  | 366,079 |
| 2025 | 867   | 6,359   | 5,318   | 30,755 | 6,590  | 2,544  | 5,781  | 21,367 | 83,362  | 9,018  | 108,451 | 34,686 | 8,637  | 323,735 |
| 2026 | 992   | 7,275   | 6,084   | 35,184 | 7,539  | 2,910  | 6,613  | 24,443 | 95,366  | 10,317 | 124,068 | 39,681 | 9,881  | 370,353 |

ESTIMATED COST OF GHG OBLIGATIONS - LEC (by Fiscal Year - in \$)

| FY   | BIG       | GRI        | HEA        | LOD        | LOM        | PLU       | UKI        | BART       | SVP          | Azusa      | CDWR         | MID        | PWRPA      | Total        |
|------|-----------|------------|------------|------------|------------|-----------|------------|------------|--------------|------------|--------------|------------|------------|--------------|
| 2017 | \$ 21,436 | \$ 157,176 | \$ 131,451 | \$ 760,155 | \$ 162,889 | \$ 62,869 | \$ 142,885 | \$ 528,108 | \$ 2,060,420 | \$ 222,901 | \$ 2,680,547 | \$ 857,319 | \$ 213,476 | \$ 8,001,632 |
| 2018 | 19,848    | 148,529    | 121,710    | 703,826    | 150,819    | 58,210    | 132,297    | 488,974    | 1,907,739    | 206,384    | 2,481,912    | 793,790    | 197,657    | 7,408,694    |
| 2019 | 17,562    | 128,767    | 107,692    | 622,762    | 133,448    | 51,506    | 117,060    | 432,656    | 1,688,013    | 182,613    | 2,196,055    | 702,364    | 174,891    | 6,555,389    |
| 2020 | 18,918    | 138,712    | 116,009    | 670,856    | 143,754    | 55,483    | 126,100    | 466,068    | 1,818,373    | 196,716    | 2,365,650    | 756,606    | 188,398    | 7,061,642    |
| 2021 | 21,180    | 155,296    | 129,878    | 751,061    | 160,941    | 62,117    | 141,176    | 521,790    | 2,035,771    | 220,235    | 2,648,479    | 847,063    | 210,822    | 7,905,907    |
| 2022 | 21,642    | 158,684    | 132,712    | 787,447    | 164,452    | 63,472    | 144,256    | 533,173    | 2,080,184    | 225,040    | 2,706,259    | 865,542    | 215,523    | 8,078,385    |
| 2023 | 21,839    | 160,128    | 133,919    | 774,430    | 165,948    | 64,049    | 145,568    | 538,025    | 2,099,112    | 227,087    | 2,730,884    | 873,418    | 217,484    | 8,151,892    |
| 2024 | 21,672    | 158,901    | 132,893    | 768,497    | 164,677    | 63,559    | 144,453    | 533,903    | 2,083,032    | 225,348    | 2,709,984    | 868,727    | 215,818    | 8,089,446    |
| 2025 | 20,784    | 152,392    | 127,450    | 737,019    | 157,932    | 60,955    | 138,536    | 512,034    | 1,997,709    | 216,117    | 2,598,962    | 831,225    | 206,978    | 7,758,094    |
| 2026 | 25,802    | 189,186    | 158,222    | 914,967    | 196,063    | 75,673    | 171,985    | 635,661    | 2,480,043    | 268,297    | 3,226,464    | 1,031,919  | 256,952    | 9,631,235    |



Northern California Power Agency  
Gas Offtake - Fuel Costs  
Ten Years - FY2017 to FY2026

LEC - FUEL OFFTAKE BY MEMBER (TOTAL in 1000 MMBTUs) AMOUNTS in 1000s of MMBTUs; COSTS in \$1000s

| FY   | BI      | GR        | HE        | LD        | LO        | PS      | UK        | BART      | SVP        | Azusa     | CDWR       | MID       | PWRPA     | Total      |
|------|---------|-----------|-----------|-----------|-----------|---------|-----------|-----------|------------|-----------|------------|-----------|-----------|------------|
| 2017 | 30,385  | 222,791   | 186,326   | 1,077,489 | 230,889   | 89,114  | 202,534   | 748,571   | 2,920,562  | 315,954   | 3,799,567  | 1,215,215 | 302,593   | 11,341,990 |
| 2018 | 26,316  | 192,956   | 161,375   | 933,198   | 199,970   | 77,180  | 175,412   | 648,327   | 2,529,458  | 273,643   | 3,290,752  | 1,052,481 | 262,072   | 9,823,140  |
| 2019 | 21,815  | 159,956   | 133,775   | 773,598   | 165,770   | 63,981  | 145,412   | 537,447   | 2,096,858  | 226,843   | 2,727,951  | 872,480   | 217,251   | 8,143,136  |
| 2020 | 21,625  | 158,561   | 132,609   | 766,853   | 164,324   | 63,423  | 144,144   | 532,761   | 2,078,575  | 224,865   | 2,704,166  | 864,873   | 215,357   | 8,072,136  |
| 2021 | 22,266  | 163,261   | 136,539   | 789,582   | 169,195   | 65,303  | 148,416   | 548,551   | 2,140,182  | 231,530   | 2,784,314  | 890,507   | 221,739   | 8,311,386  |
| 2022 | 21,086  | 154,610   | 129,305   | 747,744   | 160,230   | 61,842  | 140,552   | 519,486   | 2,026,781  | 219,262   | 2,636,782  | 843,322   | 209,990   | 7,870,993  |
| 2023 | 19,769  | 144,953   | 121,229   | 701,042   | 150,222   | 57,980  | 131,774   | 487,040   | 1,900,193  | 205,568   | 2,472,095  | 790,650   | 196,875   | 7,379,389  |
| 2024 | 18,108  | 132,770   | 111,039   | 642,118   | 137,596   | 53,107  | 120,698   | 446,103   | 1,740,477  | 188,289   | 2,264,310  | 724,194   | 180,327   | 6,759,135  |
| 2025 | 16,013  | 117,412   | 98,195    | 567,845   | 121,680   | 46,964  | 106,737   | 394,503   | 1,539,159  | 166,510   | 2,002,401  | 640,428   | 159,469   | 5,977,317  |
| 2026 | 18,319  | 134,320   | 112,336   | 649,616   | 139,202   | 53,727  | 122,107   | 451,312   | 1,760,801  | 190,488   | 2,290,750  | 732,650   | 182,433   | 6,838,060  |
|      | 215,704 | 1,581,589 | 1,322,728 | 7,649,085 | 1,639,078 | 632,620 | 1,437,786 | 5,314,101 | 20,733,045 | 2,242,953 | 26,973,088 | 8,626,799 | 2,148,105 | 80,516,681 |

LEC - FORWARD FUEL PURCHASES BY MEMBER

| FY   | BI     | GR      | HE      | LD        | LO      | PS | UK      | BART | SVP | Azusa | CDWR | MID | PWRPA | Total     |
|------|--------|---------|---------|-----------|---------|----|---------|------|-----|-------|------|-----|-------|-----------|
| 2017 | 19,363 | 118,765 | 104,783 | 470,401   | 200,417 | -  | 123,472 | -    | -   | -     | -    | -   | -     | 1,037,200 |
| 2018 | 10,170 | 50,213  | 39,490  | 392,727   | 173,185 | -  | 110,215 | -    | -   | -     | -    | -   | -     | 776,000   |
| 2019 | 3,680  | 14,720  | 11,040  | 292,887   | 117,169 | -  | 73,304  | -    | -   | -     | -    | -   | -     | 512,800   |
| 2020 | -      | -       | -       | 92,000    | 36,800  | -  | 18,400  | -    | -   | -     | -    | -   | -     | 147,200   |
| 2021 | -      | -       | -       | -         | -       | -  | -       | -    | -   | -     | -    | -   | -     | -         |
| 2022 | -      | -       | -       | -         | -       | -  | -       | -    | -   | -     | -    | -   | -     | -         |
| 2023 | -      | -       | -       | -         | -       | -  | -       | -    | -   | -     | -    | -   | -     | -         |
| 2024 | -      | -       | -       | -         | -       | -  | -       | -    | -   | -     | -    | -   | -     | -         |
| 2025 | -      | -       | -       | -         | -       | -  | -       | -    | -   | -     | -    | -   | -     | -         |
| 2026 | -      | -       | -       | -         | -       | -  | -       | -    | -   | -     | -    | -   | -     | -         |
|      | 33,213 | 183,697 | 155,313 | 1,248,015 | 527,571 | -  | 325,390 | -    | -   | -     | -    | -   | -     | 2,473,200 |

LEC - NET EXPOSURE BY MEMBER (1000 MMBTUs)

| FY    | BI      | GR        | HE        | LD        | LO        | PS      | UK        | BART      | SVP        | Azusa     | CDWR       | MID       | PWRPA     | Total      |
|-------|---------|-----------|-----------|-----------|-----------|---------|-----------|-----------|------------|-----------|------------|-----------|-----------|------------|
| 2017  | 11,022  | 104,026   | 81,543    | 607,088   | 30,472    | 89,114  | 79,062    | 748,571   | 2,920,562  | 315,954   | 3,799,567  | 1,215,215 | 302,593   | 10,304,790 |
| 2018  | 16,146  | 142,743   | 121,884   | 540,471   | 26,785    | 77,180  | 65,197    | 648,327   | 2,529,458  | 273,643   | 3,290,752  | 1,052,481 | 262,072   | 9,047,140  |
| 2019  | 18,135  | 145,236   | 122,735   | 480,711   | 48,601    | 63,981  | 72,108    | 537,447   | 2,096,858  | 226,843   | 2,727,951  | 872,480   | 217,251   | 7,630,336  |
| 2020  | 21,625  | 158,561   | 132,609   | 674,853   | 127,524   | 63,423  | 125,744   | 532,761   | 2,078,575  | 224,865   | 2,704,166  | 864,873   | 215,357   | 7,924,936  |
| 2021  | 22,266  | 163,261   | 136,539   | 789,582   | 169,195   | 65,303  | 148,416   | 548,551   | 2,140,182  | 231,530   | 2,784,314  | 890,507   | 221,739   | 8,311,386  |
| 2022  | 21,086  | 154,610   | 129,305   | 747,744   | 160,230   | 61,842  | 140,552   | 519,486   | 2,026,781  | 219,262   | 2,636,782  | 843,322   | 209,990   | 7,870,993  |
| 2023  | 19,769  | 144,953   | 121,229   | 701,042   | 150,222   | 57,980  | 131,774   | 487,040   | 1,900,193  | 205,568   | 2,472,095  | 790,650   | 196,875   | 7,379,389  |
| 2024  | 18,108  | 132,770   | 111,039   | 642,118   | 137,596   | 53,107  | 120,698   | 446,103   | 1,740,477  | 188,289   | 2,264,310  | 724,194   | 180,327   | 6,759,135  |
| 2025  | 16,013  | 117,412   | 98,195    | 567,845   | 121,680   | 46,964  | 106,737   | 394,503   | 1,539,159  | 166,510   | 2,002,401  | 640,428   | 159,469   | 5,977,317  |
| 2026  | 18,319  | 134,320   | 112,336   | 649,616   | 139,202   | 53,727  | 122,107   | 451,312   | 1,760,801  | 190,488   | 2,290,750  | 732,650   | 182,433   | 6,838,060  |
| TOTAL | 182,491 | 1,397,892 | 1,167,415 | 6,401,070 | 1,111,507 | 632,620 | 1,112,396 | 5,314,101 | 20,733,045 | 2,242,953 | 26,973,088 | 8,626,799 | 2,148,105 | 78,043,481 |

LEC - EST. COST OF NET EXPOSURE BY MEMBER (\$1000s) (Figured as net cost of exposure plus hedged fuel cost)

| FY    | BIGGS      | GRIDLEY    | HEALDS     | LODI         | LOMPOC       | PLUMAS     | UKIAH      | BART         | SVP          | Azusa      | CDWR          | MID          | PWRPA      | Total         |
|-------|------------|------------|------------|--------------|--------------|------------|------------|--------------|--------------|------------|---------------|--------------|------------|---------------|
| 2017  | \$ 127,295 | \$ 891,221 | \$ 761,712 | \$ 4,064,311 | \$ 1,015,618 | \$ 275,227 | \$ 839,090 | \$ 2,311,780 | \$ 9,019,445 | \$ 975,746 | \$ 11,734,035 | \$ 3,752,895 | \$ 934,485 | \$ 36,702,859 |
| 2018  | 147,703    | 1,048,438  | 921,947    | 4,001,356    | 1,013,818    | 258,238    | 815,259    | 2,170,320    | 8,467,536    | 916,039    | 11,016,018    | 3,523,251    | 877,303    | 35,177,227    |
| 2019  | 82,049     | 581,962    | 484,676    | 2,942,499    | 673,116      | 223,351    | 557,799    | 1,879,895    | 7,334,440    | 793,458    | 9,541,892     | 3,051,782    | 759,905    | 28,906,824    |
| 2020  | 79,625     | 583,831    | 488,275    | 2,835,271    | 609,722      | 233,526    | 533,082    | 1,879,895    | 7,334,440    | 793,458    | 9,541,892     | 3,051,782    | 759,905    | 28,724,705    |
| 2021  | 103,299    | 757,412    | 633,446    | 3,663,095    | 784,943      | 302,957    | 688,546    | 2,544,887    | 9,928,916    | 1,074,135  | 12,917,230    | 4,131,316    | 1,028,713  | 38,558,896    |
| 2022  | 100,320    | 735,571    | 615,179    | 3,557,462    | 762,308      | 294,221    | 668,690    | 2,471,500    | 9,642,594    | 1,043,160  | 12,544,734    | 4,012,180    | 999,048    | 37,446,967    |
| 2023  | 97,264     | 713,161    | 596,437    | 3,449,083    | 739,084      | 285,257    | 648,319    | 2,396,205    | 9,348,829    | 1,011,380  | 12,162,554    | 3,889,948    | 968,611    | 36,306,132    |
| 2024  | 92,106     | 675,340    | 564,806    | 3,266,164    | 699,887      | 270,129    | 613,936    | 2,269,124    | 8,853,023    | 957,742    | 11,517,526    | 3,683,649    | 917,242    | 34,380,674    |
| 2025  | 83,913     | 615,268    | 514,566    | 2,975,640    | 637,633      | 246,101    | 559,326    | 2,067,287    | 8,065,551    | 872,552    | 10,493,047    | 3,355,990    | 835,654    | 31,322,527    |
| 2026  | 99,669     | 730,797    | 611,187    | 3,534,376    | 757,361      | 292,311    | 664,351    | 2,455,461    | 9,580,019    | 1,036,391  | 12,463,326    | 3,986,144    | 992,564    | 37,203,957    |
| TOTAL | \$ 1,013.2 | \$ 7,333.0 | \$ 6,192.2 | \$ 34,289.3  | \$ 7,693.5   | \$ 2,681.3 | \$ 6,588.4 | \$ 22,446.4  | \$ 87,574.8  | \$ 9,474.1 | \$ 113,932.3  | \$ 36,438.9  | \$ 9,073.4 | \$ 344,730.8  |



## Lodi Energy Center Project Participant Committee

### Staff Report

AGENDA ITEM NO.: 16

---

**Date:** April 7, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement (PMOA) Schedule 1.00, Exhibit 2

---

#### Recommendation

NCPA staff recommends that the PPC pass a motion approving the revised PMOA Schedule 1.00, Exhibit 2, to become effective July 1, 2016, for Variable Operations and Maintenance Costs (VOM).

#### Background

NCPA and the LEC Project Participants executed the Lodi Energy Center Project Management and Operations Agreement (PMOA), which became effective on August 1, 2010. The PMOA contains multiple Schedules which provide procedures, protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules can be revised, deleted, or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC), and with regard to certain Schedules, approval additionally by the NCPA Commission when such Schedules "...could be reasonably viewed as having an impact on other NCPA projects." (PMOA, Article 10).

Staff is recommending changes to PMOA Agreement Schedule 1.00, Exhibit 2 "VOM" which provides the calculations for Variable Operation and Maintenance costs ("VOM"). Exhibit 2 has been updated to reflect the Project's revised Variable Operation and Maintenance (VOM) cost of \$3.29/MWh to be consistent with the approved FY17 budget. This revised VOM is the result of updated budgeted operations and maintenance cost components and forecasted annual Project energy production. A "redline" version of the proposed PMOA Schedule 1.00, Exhibit 2 is attached to this staff report reflecting the specific changes recommended.

#### Fiscal Impact

No significant costs will be incurred to implement the changes to the PMOA Schedules and funds are available in the NCPA budget to support the work associated with these contract updates.

#### Environmental Analysis

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

Prepared by:  
KEN SPEER  
Assistant General Manager Generation Services

Attachments: (1)

- LEC PMOA Amended Schedule 1.00, Exhibit 2: VOM

## EXHIBIT 2

### VOM

The Variable Operation and Maintenance cost (VOM) shall be determined using the applicable budgeted variable cost line items, as listed in the table below, and the annual forecasted Project Energy in the then current Project Annual Budget or Mandatory Budget Amendment. The VOM shall be reviewed and revised annually in coordination with NCPA's Project Annual Budget cycle, or as otherwise determined by the PPC and NCPA.

**VOM (\$/MWH) = (Operation (\$) + Siemens LTSA (\$) + Maintenance Reserve (\$)) / forecasted annual Project Energy (MWH)**

#### FY 201~~67~~ Project Annual Budget Line Items

| Variable Cost                                    | \$                                          | \$/MWH                            |
|--------------------------------------------------|---------------------------------------------|-----------------------------------|
| Routine O&M Costs<br>Operation (Appendix I)      | <del>1,516,320</del> <u>1,634,847</u>       | <del>0.94</del> <u>0.96</u>       |
| Routine O&M Costs<br>Maintenance<br>Siemens LTSA | <del>3,328,201</del> <u>3,510,222</u>       | <del>2.07</del> <u>2.12</u>       |
| Other Costs<br>Maintenance Reserve (Appendix I)  | <del>353,208</del> <u>347,710</u>           | <del>-0.22</del> <u>0.21</u>      |
| <b>Total FY201<del>67</del></b>                  | <b><del>5,197,729</del><u>5,320,128</u></b> | <b><del>3.23</del><u>3.29</u></b> |

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| Forecast annual Project Energy (MWh) | <del>1,605,494</del> <u>1,655,765</u> |
|--------------------------------------|---------------------------------------|

~~VOM = (\$1,516,320 + \$3,328,201 + \$353,208) / 1,605,494~~  
~~VOM = 3.23 \$/MWh~~

VOM = (\$1,634,847 + \$3,510,222 + \$347,710) / 1,655,765

VOM = 3.29 \$/MWh





## Lodi Energy Center Project Participant Committee

### Staff Report

AGENDA ITEM NO.: 17

---

**Date:** April 8, 2016  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** LEC May Outage Cost – Seeking Approval of Additional Work and Increased Cost

---

#### Recommendation

NCPA staff recommends that the PPC approve the May outage and associated cost increase from \$1,032,390 to not to exceed \$1,460,565, due to additional work needed to service the generator bearing and inlet guide vanes on the gas turbine, and authorize NCPA to execute agreements and issue purchase orders necessary to carry out this work.

#### Background

Each year LEC is required to shutdown to perform maintenance and inspections on equipment to ensure safe, reliable operation. In February, LEC experienced a failure on the gas turbine that required most of the work planned for May to be done during the February outage. Some work, however, could not be performed until May because parts were not available until that time. Since completion of the work done during the February outage, a couple of additional items have been identified and need to be done during the May outage. The following identifies the work to be performed:

| <u>Work Item</u>               | <u>Cost</u>      |                      |
|--------------------------------|------------------|----------------------|
| Exhaust Flow Shield/Exp. Joint | \$ 444,000       | Approved in February |
| Generator Bearing/Alignment    | \$ 243,322       | Additional work      |
| IGV Work                       | \$ 144,322       | Additional work      |
| Balance Engineer               | \$ 40,531        | Additional work      |
| HRSG Transition Duct           | \$ 261,000       | Additional work      |
| Balance of Plant Work          | \$ 273,900       |                      |
| Contingency                    | <u>\$ 53,490</u> |                      |
| Total                          | \$1,460,565      |                      |

#### Exhaust Flow Shield / Expansion Joint:

This item was discussed and approved in February when the PPC reviewed the Siemens items for the Hot Gas Path and Belly Band work. It is being presented again here to show a comprehensive list of outage work for May. The current expansion joint has failed. NCPA staff has repaired in on numerous occasions. Due to the nature of its service environment, this component is under extreme thermal stress. It is a common component failure. The new component is an upgraded design expected to get more service life.

#### Additional Work:

In February 2016, LEC performed a Hot Gas Path outage along with repairs to the belly bands within the engine. The bulk of the outage work performed was scheduled maintenance, performed a bit early. Due to the fact that this early outage was forced as a result of the belly band failure, certain work items could not be performed. These items were left to the May outage. Also, during the February outage, there were additional findings and recommendations to perform additional maintenance. These items include the generator bearing and the inlet guide vanes (IGV).

#### Generator Bearing:

The generator bearing was first opened up in April of 2014 to replace a failed thermocouple. At the time it was opened, there was damage found on the bearing. This damage was ground out and the bearing was reassembled. Again, in 2016, the bearing had to be opened to replace the thermocouple. At the time it was opened, there was damage found in two additional locations along with some scoring from pieces that had liberated. Siemens has indicated "this phenomenon is relatively unheard of in this fleet and similar generators with tilt-pad type bearings". To that end, they do not have a strong sense as to the probability of failure or future life of the bearing. The potential causes for this failure are 1) a failed spring can cause fluttering, 2) pad dimensions could be off, and 3) the seat and puck are not sized correctly. In order to inspect and correct any or all of these items, the bearing must first be removed and re-babbitted. Given the historical progression of degradation, the risk for continued operation potentially is a piece of bearing liberating and wedging in the space and causing damage to the shaft. If allowed to progress to this level of damage, the expense and time for repair would be significantly greater than it would be to perform the maintenance on it at this time.

#### IGV:

The IGVs are a moving vane that adjust open and closed to regulate the air flow into the engine. There are 38 of them all connected on a common linkage. The linkage rotates on wheels and connects to the IGV with turnbuckles. In time, wear on these moving components allows the IGVs to have error in their adjustment. All of them are supposed to adjust to within 0.5 degrees of each other, and about half of them are now outside this specification. The most common impact to this is a loss of peak power output. At this time, LEC does not appear to be experiencing this loss. Siemens has identified this as low risk. Due to the progression of work during the outage, the millwrights on-site for the bearing work would also perform this IGV work. In the work schedule, the bearing must be sent out for refurbishment. This will take approximately seven days. Because the IGV work must be done at some point in the future, it is recommended that it be performed as fill in work while the bearing is off-site. If the IGV work is deferred to the future, there will be an additional demobilization/remobilization charge because the millwrights will not be needed for the seven days the bearing is off-site. This results in about (order of magnitude) a \$15,000 savings over doing this work as separate.

#### Routine O&M:

The Balance of Plant work includes numerous small items that have failed and need service or are part of the preventative maintenance program to ensure reliable operation. Work includes failed valves, Ammonia System (regulatory requirement), pumps, etc.

### Selection Process

The work is divided into categories, the work involving the gas turbine will be performed under the terms of the Long Term Maintenance Agreement entered into with Siemens in 2010 and amended in 2014. Other work is being bid per NCPA procurement policies and procedures.

### Fiscal Impact

Total cost of the May outage project is \$1,460,565 to be funded as follows:

|                                                                       |             |
|-----------------------------------------------------------------------|-------------|
| Operating Reserves (as approved from February belly band/outage work) | \$ 444,000  |
| Routine O&M Budget                                                    | \$1,016,565 |
| Total May Outage Cost                                                 | \$1,460,565 |

### 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.

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO.: 18

---

**Date:** April 7, 2016

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Reallocation of Transmission Line Upgrade Project Refund

---

#### Recommendation

NCPA staff recommends that the PPC approve the reallocation of the \$4,039,771 refund amount for excess moneys collected for the Transmission Upgrade Project as follows: (1) the sum of \$1,100,000 shall be applied to the LEC Operating Reserve to replenish the funds used for the February 2016 forced outage belly band repair; (2) the sum of \$2,805,000 shall be applied to Projects and Maintenance Reserve for the FY2017 budget (starts July 2016), and the sum of \$134,771 shall be credited on the July 2016 ARB.

#### Background

On March 30, 2016, the PPC in a Special Meeting provided direction that the refund money from the Transmission Line Upgrade Project be utilized to pay for the Fiscal Year 2017 Projects and Maintenance reserve. At the time, staff used an old budget report that did not reflect some of the changes to the budget discussed during the regular March PPC meeting. Based thereon, the PPC approved a refund to the Project Participants in the total amount of \$4,039,771 for excess moneys collected, as follows: (1) the sum of \$1,100,000 shall be applied to the LEC Operating Reserve to replenish the funds used for the February 2016 forced outage belly band repair; (2) the sum of \$2,600,000 shall be applied to Projects and Maintenance Reserve for the FY2017 budget (starts July 2016); and the sum of \$339,771 shall be credited on the July 2016 ARB.

NCPA staff has reviewed the final draft of the FY17 budget. This version, if approved by the PPC, will have a Project total of \$2,805,000. Based on PPC's expressed desire to fund the Projects and Maintenance Reserve from the refund, NCPA staff is recommending that the previously approved motion be revised to reallocate the refund by fully funding the Projects and Maintenance Reserve with the balance being credited to the Participants' ARB in July. Based on the revised final budget numbers, the Projects and Maintenance Reserve will be \$2,805,000 and the July refund amount will be \$134,771.

The PPC may also elect to leave the prior motion unchanged and receive the credit of \$339,771 on the July ARB and fund the additional project cost of \$205,000 in the normal course of business.

#### Fiscal Impact

As discussed above.

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.

Prepared by:  
KEN SPEER  
Assistant General Manager  
Generation Services