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Agenda - Revised

Date: May 8, 2014

Subject: May 12, 2014 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA or via teleconference

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 call begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.**

NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16th Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	CITY OF SANTA CLARA 1500 Warburton Avenue Santa Clara, CA	CITY OF UKIAH 411 W Clay Street Ukiah, CA
CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA	POWER & WATER RESOURCES POOLING AUTHORITY 2106 Homewood Way, Suite 100 Carmichael, CA	CALIFORNIA DEPARTMENT OF WATER RESOURCES 3310 El Camino Ave. Rm LL93 Sacramento, 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

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 Lodi Energy Center Project Participant Committee's PPC 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 PPC meeting minutes for the April 14, 2014 regular meeting and April 22, 2014 special meeting

MONTHLY REPORTS

- 3. Operational Report for April 2014** - (*Jeremy Lawson*)
- 4. Market Data Report for April 2014** – Verbal Report (*Bob Caracristi*)
- 5. Monthly Asset Report** – (*Michael DeBortoli*)

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.

- 6. Treasurer's Report for April 2014** – Accept by all Participants
- 7. Financial Report for April 2014** – Approve by all Participants
- 8. GHG Reports (excerpted from monthly ARB)** - Accept by all Participants
- 9. Fremouw Environmental Services, Inc. Agreement** - Staff seeking approval of a five year Multi-Task General Services Agreement in an amount not to exceed \$5,000,000 for waste management services including filter cake bins and cake disposal, hazardous and non-hazardous waste transporter services, and emergency responder services at LEC and CT locations. All purchase orders issued pursuant to this agreement will be charged against existing and future approved Annual Operating Budgets.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 10. Disclosure of JPMVEC Agreement to Mercuria** – Staff seeking approval of consent to disclosure of J.P. Morgan VEC agreement to Mercuria. JPMVEC, the LEC's Fuel Manager, has entered into a Purchase & Sale Agreement with Mercuria to sell its physical commodities portion of the business. J.P. Morgan has a confidentiality agreement with Mercuria to ensure that such information will be held in confidence and used solely for the purpose of evaluating the sale. J.P. Morgan is requesting consent to disclose its NCPA agreement and related information to Mercuria. (*Tom Lee*)

INFORMATIONAL ITEMS

- 11. Standard Large Generator Interconnection Agreement Upgrade Project with CAISO** – Staff to provide update (*Michael DeBortoli*)
- 12. Flexible Resource Adequacy Capacity** – Staff to provide update regarding status of CAISO flexible capacity obligation development as such relates to LEC (*Tony Zimmer*)
- 13. PG&E's Compressed Air Storage Project** – Staff to discuss status of this project (*Ken Speer*)
- 14. PPC Meeting Agenda - Listing of Meeting Locations** – Staff to discuss process for development of agenda and listing of meeting locations (*Ken Speer*)

ADJOURNMENT

Next Meeting: June 9, 2014

**Lodi Energy Center
Project Participant Committee Meeting
April 14, 2014 - 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 Mike Werner. He asked that roll be called as listed below.

George Morrow (Azusa)
Frank Schultz (BART)
Mark Sorensen (Biggs by telephone)
Mike Werner (CDWR)
William Forsythe (CDWR)
Lloyd Rowe (CDWR by telephone)
Owen Stiles (Gridley by telephone)
Melissa Price (Lodi)
Marty Hostler (Lompoc by telephone)
Martin Caballero (MID)
Kent Palmerton (PWRPA by telephone)
Steve Hance (SVP by telephone)
Ken Speer (NCPA)
Mike DeBortoli (NCPA)
Jeremy Lawson (NCPA)
Linda Stone (NCPA)
Bob Caracristi (NCPA by telephone)
Donna Stevener (NCPA by telephone)
Jan Bonatto (NCPA by telephone)
Tom Lee (NCPA by telephone)
Gillian Biedler (NCPA by telephone)
Ruthann Ziegler (Meyers-Nave by telephone)

Absent at roll call: Healdsburg, Plumas-Sierra, and Ukiah. A PPC quorum was present at roll call by both number and percentage share of Project capacity.

Public Forum

Chairman Werner asked if any members of the public were present in Lodi or at any of the other noticed meeting locations that would like to address the PPC on any agenda items. No members of the public were present.

2. Meeting Minutes

The draft minutes for the March 10, 2014 regular meeting and April 10, 2014 special meeting were considered. Martin Caballero pointed out that the March 10 minutes did not reflect his comment asking staff to provide more time to Participants to review significant items when

possible. The minutes will be corrected to include that information. The LEC PPC then considered the following motion:

Date: 4/14/2014

Motion: The PPC approves the meeting minutes for the March 10, 2014 regular meeting and April 10, 2014 special meeting, including any edits discussed at today's meeting.

Moved by: Azusa

Seconded by: Gridley

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	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%
Vote Summary		
Total Ayes	10	95.7858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	3	4.2142%
Result:	Motion passed.	

BUSINESS ACTION ITEM

3. Lodi Energy Center Annual Budget for Fiscal Year 2015

Donna Stevener presented a staff report and final detailed budget information seeking approval of the LEC annual budget for FY15 in the amount of \$90,878,345. Frank Schultz prepared a one sheet budget explanation and overview document which was provided to the Participants.

Discussion of the FY15 budget started with a presentation by Jan Bonatto detailing development of the Power Supply budget with input assumptions. She touched on use of PLEXOS, the modeling software for generation, and optimization production costs model. She discussed various components including market price assumptions for natural gas and electric

power, development of power price curves, environmental cost forecast, GHG market price forecast, ancillary services revenue forecast, calculation of variable costs, calculation of VOM added for GHG cost, and the summary of modeled properties of LEC. She presented projected monthly generation numbers and a five year forecast. She also presented a chart broken down by each Participant reflecting FY15 forecasted energy generation in MWh and expected dollar value of generation. Gillian Biedler provided additional information about ancillary services. Discussion ensued. Jan, Tom Lee, and Ken Speer fielded questions from the Participants about many aspects of the power supply budget. Ultimately Frank Schultz asked how is LEC doing; how do the costs of operation compare to the market? The answer is that the costs to operate are slightly higher than the market. The market revenue from the plant does not include the value of capacity and the optionality value of owning assets. Ken also said that the initial decision to build the plant was based on \$7/mmbtu gas. Gas prices are significantly lower today which decreases the value of a very efficient plant but the good news of lower gas is the cost of power is lower. In any case, whenever the plant runs it is contributing to margins so running is always a good thing. The group acknowledged that the market today has changed since the time when it was designed and built. The market is affected by renewables and the Cap-and-Trade allowance costs. In addition, staff continues to diligently watch and work to minimize the operating costs to keep them under control. Kent Palmerton asked what gas price Jan is using for her calculations noting a gas consensus price of \$5.60. Jan said she is using \$5.35 annual which is in the ballpark; Kent agreed. In California the value of capacity is needed to operate a plant economically. Ken Speer said in the coming years, the once thru cooling power plants will be shut down decreasing capacity in the market by about 5,000 MW.

With respect to approval of the annual budgets, Frank requested that a budget explanation sheet similar to what he prepared be provided each year going forward. Martin Caballero inquired about the decrease in third party revenue to which Donna responded. Also Martin pointed out a discrepancy between how the debt fees are listed on the budget allocation page and the Other Costs listed on page 7 which includes debt fees, trustee's fees, and NERC compliance. Donna said she will correct this and she explained what trustee's fees are. The PPC considered the following motion:

Date: 4/14/2014

Motion: The PPC approves and adopts the Lodi Energy Center FY2015 Project Budget in the amount of \$90,878,345 and recommends for NCPA Commission approval, as discussed at today's meeting.

Moved by: BART

Seconded by: Gridley

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	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	Yes	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	11	96.5715%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	2	3.4285%
Result:	Motion passed.	

MONTHLY REPORTS

4. Operational Reports for March 2014

Jeremy Lawson presented the written Operational Report including Safety, Notice of Violations, Outage Summaries, Planned Outages, and Generating Unit Statistics for March. Again this month there were no OSHA Recordable accidents, no Permit violations and no NERC/WECC violations. There were no outages and no changes to the planned outage schedule. The report reflected monthly production of 120,464 net MWH, 482 service hours, and equivalent operating availability of 100%. The report set forth the Capacity Factor @ 280MW Pmax of 57.90% and @ 302MW Pmax of 53.68%. During the month the plant had 21 hot starts, two warm starts, and zero cold starts. Jeremy noted the plant had a handful of 24/7 runs, is taking about 60 minutes to start up, and said the plant's performance is really consistent. The RAC continues to hold up.

Mike DeBortoli highlighted items to be addressed during the upcoming outage scheduled for April 14 to May 4. He reiterated the 100% availability in March and said the plant ran really well.

5. Market Data Report for March 2014

Bob Caracristi discussed the operating and financial settlement results for the month.

6. Monthly Asset Report

Mike DeBortoli presented his updated monthly budget review for FY 14 with actual numbers compared to estimated values for February. Mike Werner asked about the number of starts and where the Hot Gas Path major maintenance fits into the mix. Mike said the plant is expected to hit 900 starts by August or September. Staff is watching these numbers closely to determine when to take the outage because it is a tradeoff since the earlier the outage the larger the penalty.

Consent Calendar

Chairman Werner asked if any Participant wished to remove any item listed on the Consent Calendar for separate discussion. Hearing none, he 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: 4/14/2014

Motion: The PPC approves the 4-14-2014 Consent Calendar consisting of agenda items 7, 8, 9, 10, 11, 12, and 13.

Moved by: Gridley

Seconded by: BART

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	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	Yes	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	11	96.5715%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	2	3.4285%
Result:	Motion passed.	

14. Flexible Resource Adequacy Qualifying Capacity.

Tony Zimmer presented information to explain the status of the flexible resource adequacy qualifying capacity stakeholder initiative. The CAISO is working to develop rules to ensure flexible capacity resources are available and staff has actively participated in the stakeholder process. Discussion was had about the resource adequacy net qualifying capacity under the new rules to be established by the CAISO. The question discussed was how much flexible capacity LEC can provide under the rules. Tony indicated that the most valuable product is still local capacity followed by flexible capacity. Regarding flexible capacity, the value of flexible capacity may be different for each Participant depending on how they use LEC. Tony discussed how the plant is operated from start-up, as it ramps up to Pmin pretty quickly, and then builds steam to go to the higher level. It is not operated as a multi-stage unit. The CAISO models hot, warm and cold starts and uses the cold start value in its formula. Tony presented detail about

the effective capacity formulas. The effective capacity formulas include whether the start-up time of a resource is greater than 90 minutes or less than or equal to 90 minutes. In order to come in under the 90 minute start up time, a different configuration could be modeled; MSG modeling may be one conceptual option. Tony will update the Committee as new information is available.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, May 12, 2014. Chairman Mike Werner adjourned the meeting at 11:55 a.m.

DRAFT

**Lodi Energy Center
Project Participant Committee SPECIAL Meeting
April 22, 2014 - MEETING MINUTES**

Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
8:30 A.M.

1. Call Meeting to Order and Roll Call

The PPC special meeting was called to order at 11:00 a.m. by Vice Chairman George Morrow. He asked that roll be called as listed below.

George Morrow (Azusa)
Connee Lloyd (BART)
Mark Sorenson (Biggs)
Lloyd Rowe (CDWR)
Owen Stiles (Gridley)
Melissa Price (Lodi)
Marty Hostler (Lompoc)
Martin Caballero (MID)
Steve Hance (SVP)
Ken Speer (NCPA)
Mike DeBortoli (NCPA)
Linda Stone (NCPA)
Donna Stevener (NCPA)
Jim Pope (NCPA)
Ruthann Ziegler (Meyers-Nave)

Absent at roll call: Healdsburg, Plumas-Sierra, PWRPA and Ukiah. A PPC quorum was present at roll call by both number and percentage share of Project capacity.

Public Forum

Vice Chairman Morrow asked if any members of the public were present in Lodi or at any of the other noticed meeting locations that would like to address the PPC on any agenda items. No members of the public were present.

2. Combustion Turbine Compressor Repair

Mike DeBortoli explained that during the scheduled outage, upon completing the borescope inspection of the combustion turbine, a significant crack was discovered in one diaphragm in the compressor section. The cause of the crack has not yet been determined. Mike showed various photos of the crack and an exploded view of the location of the failed component. Siemens' recommendation is to remove the compressor top case and replace the row 3 diaphragms. Siemens has commented that the damage may be due to a foreign object. An inspection will be done to determine the root cause and responsibility for the cost of repair.

Owen Stiles commented that if only one vane was damaged it did not seem that would be the result from foreign object material. The photos show no other dings or marks on the cracked

vane or other blades. Lloyd Rowe inquired about the process for analysis and determination of the root cause of this damage in light of a prior experience he had with suspected foreign object damage. Pursuant to the Long Term Maintenance Agreement Siemens controls the process but the part will be sent to a neutral third party for analysis. It was recalled that during transport of the combustion turbine to LEC, there was a collision with another train car and possibly the damage occurred at that time. Connee Lloyd asked if this is the only damage staff expects to find when opening up the unit. Mike said after having completed the borescope inspection he does not expect to find anything major.

As indicated by the staff report, staff is seeking approval of the repair at a total estimated cost of \$400,000 plus approval of an additional 20% contingency in the amount of \$80,000; the actual cost to be billed to the Participants by GES share if it is found the damage is not the responsibility of Siemens. The cost breakdown by GES share was presented. Donna Stevener said the cost will not be reflected on the monthly All Resources Bill coming out today but would be on next month's billing. Martin Caballero asked if any other preventive maintenance will be done to replace any other vanes. Mike said the entire third stage vanes will be replaced. The PPC considered the following motion:

Date: 4/22/2014

Motion: The PPC approves repair of the Combustion Turbine compressor at a total estimated cost of \$400,000 plus additional approval of a 20% contingency in the amount of \$80,000; approves augmentation of the budget for FY14 in the amount of \$480,000; and seeks to determine the root cause of the damage and pursue recovery of costs from Siemens Energy, Inc. as appropriate, as discussed at today's meeting.

Moved by:

SVP

Seconded by:

BART

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Yes	6.6000%
Biggs	Yes	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	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%

Vote Summary		
Total Ayes	9	93.1179%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	6.8821%
Result:	Motion passed.	

Adjournment.

Upon motion by Gridley and seconded by SVP, Vice Chairman Morrow adjourned the special meeting at 11:25 a.m.

DRAFT

“Perfectly Timed”



LEC Scheduled Outage 2014

HRSG

- Crack in Reheater 3
- New Reheater 3 Restrains



- Stack Damper Reinforced Bars To Prevent Oscillation
- Insulation Repairs To Address Hot Spots

HRSG

- Feed Water Pre-Heater #2 Leak Repair



HRSG

- HP Benson Transmitters Scaled Incorrectly
- Trips would not work
- Revised Benson mode logic

Vacuum Pumps

- Check Valves failed and Cleaned Coolers



Ammonia Piping

- Ammonia Bypass Valve Replacement Due to Leak By



Ammonia Piping

- New Ammonia Isolation Valve Installation



Ammonia Piping

- Gasket Material Wrong Spec, Nearly Failed



Ammonia Piping

- Ammonia Line Insulation For Cold Weather



Clarifier Rake

- Replaced Corroded Hardware To Prevent Failure



Closed Cycle Cooling Water

- Cleaned Heat Exchanger Strainers



Closed Cycle Cooling Water

- Heat Exchanger Inlet Valve “A” Replacement



Injection Well

- Acid Cleaning



Boiler Feed Pumps

- Replaced Bearings and Repaired Cooler Leak



Aux Boiler

- Replaced Failed Relief Valves



Torque Converter

- Attached Lube Oil Pump Mechanical Seal



Cooling Tower

- Re-aligned Fan #6 Due To Increased Vibrations

Steam Turbine

- Lube Oil-wrong gasket
- Gland Steam Loose Flanges
- Volute Cooling Loose Flanges
- Balancing Line Loose Flanges
- Thermocouple

Combustion Turbine

- Replaced Inlet Pre and Main Filters
- Row 3 Diaphragm Crack
- Embedded Bearing Thermocouple Replacement
- Bearing Porosity and Blending (NDE)
- Fourth Stage Blades (8 marginal)

Combustion Turbine

- Compressor Cover Lift



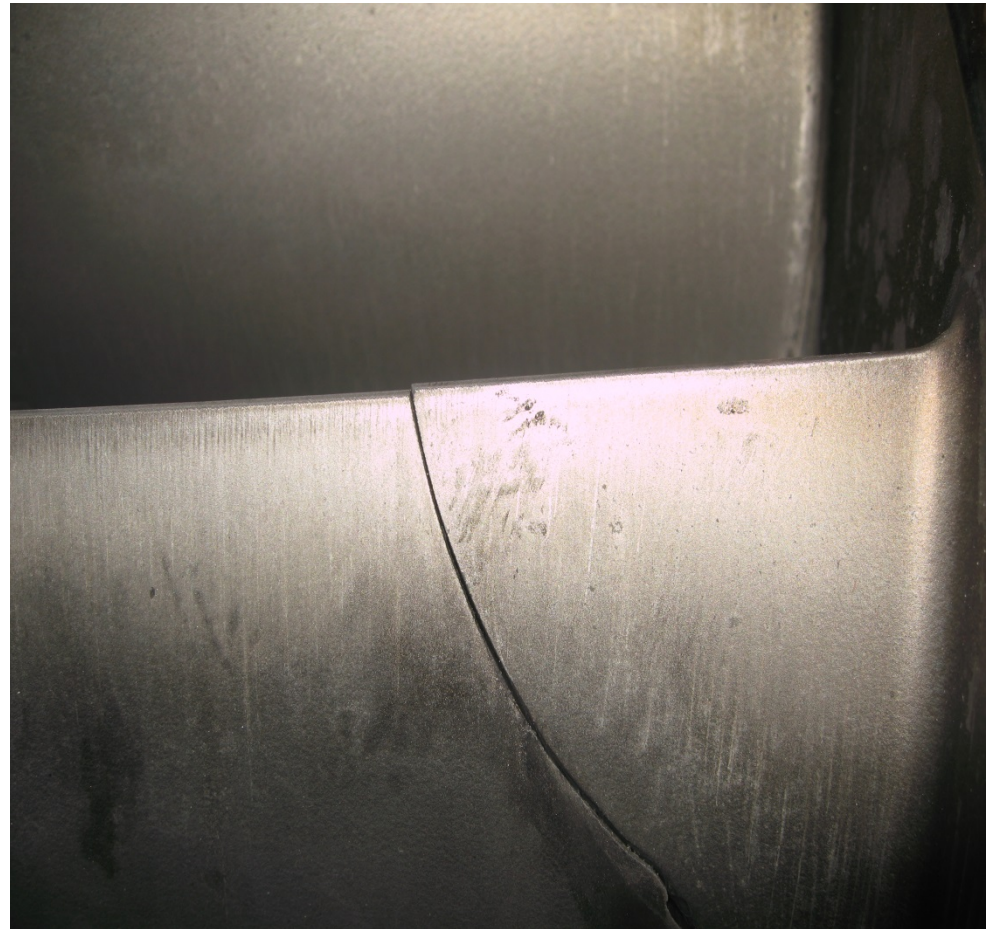
Combustion Turbine

- Compressor Cover Removed



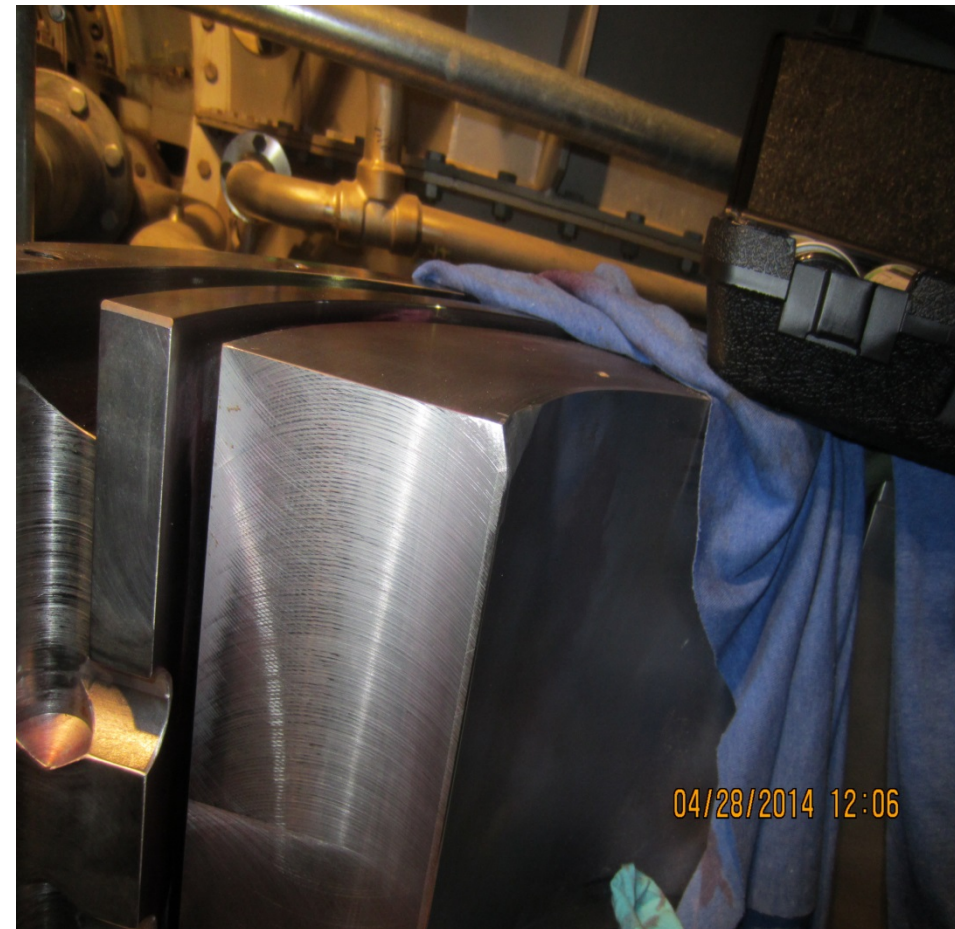
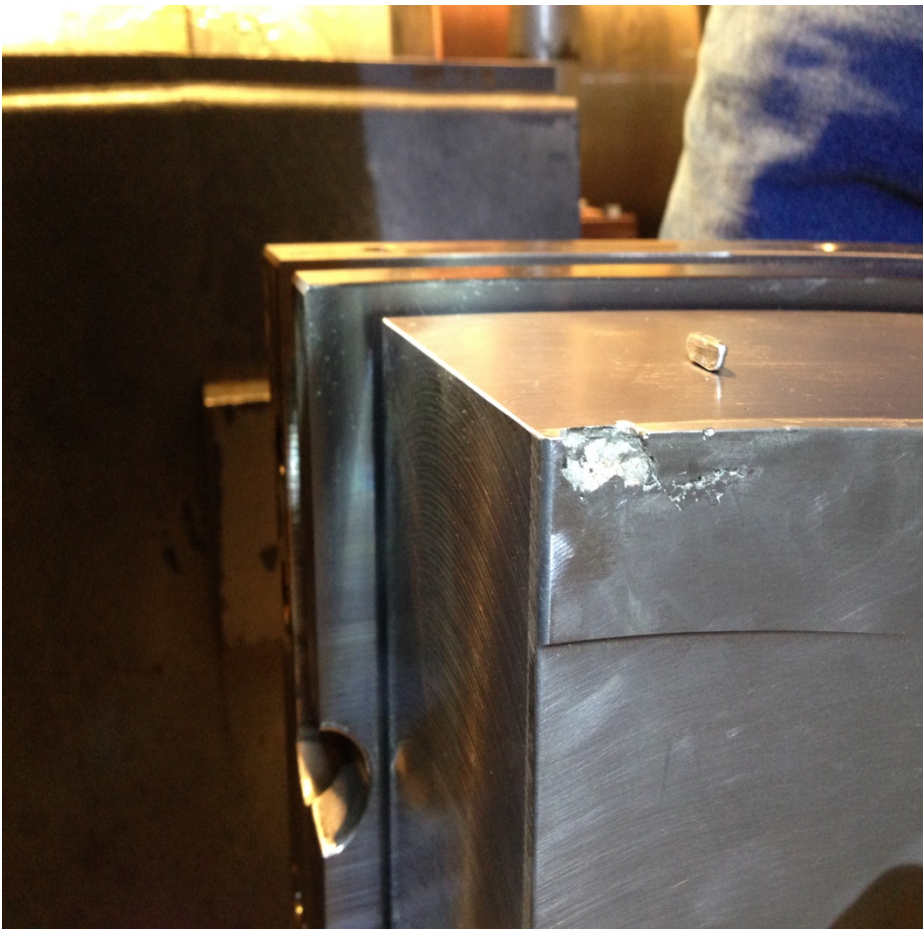
Combustion Turbine

- Row 3 Diaphragm Crack






Combustion Turbine

- Top Case Bearing Cover Porosity



Cost Responsibility

- Siemens Position
 - 1) Possible FOD-NCPA's responsibility 
 - 2) Program part failed and caused damage to other parts-Siemen's responsibility 
 - 3) Program part failed and caused no other damage-NCPA's responsibility 

3) Program part failed and caused no other damage-NCPA's responsibility

- No damage at all on stage 1 and 2=No FOD
- Program part failed, but did not liberate=no other damage
- NCPA should bear cost of lift, Siemens only the replacement part
- By Siemens reasoning, our incentive is to not look, let catastrophic failure occur, and stick the cost on Siemens

Other discoveries

- Numerous missing wear pins
- Numerous dings, dents and bends on the compressor starting stage 3

Conclusion

- Siemens agreed because wear pins missing and other downstream damage discovered
 - Cost of cover lift on Siemens
 - Other discovered damage did not need immediate attention
- No agreement on contract language
 - This issue will come up again

Contract Review-Financial Limitations

- \$1,000,000 per event
- \$2,000,000 per calendar year
- \$6,000,000 per contract life
- Approximate cost of repair \$400,000
- Balance of Financial Responsibility
 - \$5,600,000



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Lodi Energy Center Project Participant Committee Operational Report

Date: 5/12/2014

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

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

Outage Summaries:

408 Hours Out of Service Due to the following Planned Outages:

- 2014, April – Combustion Turbine Borescope
- 2014, April – Steam Turbine Minor Inspection

Planned Outage Summaries:

- 2015, April – Combustion Inspection

Generating Unit Statistics:**Report****Date:**

Start Date 4/1/2014

End Date 5/1/2014

1. Monthly Production 55,372 MWH

2. Productivity Factor

a. Service Hours 219 Hours

b. Service Factor 30.39 %

c. Capacity Factor @ 280MW Pmax 27.47 %

d. Capacity Factor @ 302MW Pmax 25.46 %

3. Equivalent Operating Availability (EOA) 43.33 %

4. Forced Outage Rate (FOR)

a. Combustion Turbine Generator 65.09 %

b. Steam Turbine Generator 65.09 %

5. Heat Rate Deviation (HRD)

a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range		Average HR	PMOA HR	Deviation	Production	Cost
		BTU/kW-Hr	BTU/kW-Hr	%	MWH	\$
Seg. 1	296 - 302	6,918	6850	1.00%	528	\$144
Seg. 2	284 - 296	6,933	6870	0.92%	23,139	\$5,825
Seg. 3	275 - 284	6,954	6971	-0.25%	9,056	-\$624
Seg. 4	250 - 275	6,981	7081	-1.41%	9,868	-\$3,934
Seg. 5	225 - 250	7,056	7130	-1.04%	4,177	-\$1,238
Seg. 6	200 - 225	7,169	7315	-1.99%	3,219	-\$1,874
Seg. 7	175 - 225	7,339	7711	-4.83%	2,534	-\$3,775
Seg. 8	165 - 175	7,690	7856	0.00%	1,732	-\$1,147
					54,253	-\$6,624

6. AGC Control Deviation

MW Range		High Dev	Low Dev	Absolute Dev	Cost
		MWH	MWH	MWH	\$
Seg. 1	296 - 302	2	0	2	\$49
Seg. 2	284 - 296	59	-33	93	\$2,567
Seg. 3	275 - 284	27	-25	52	\$1,449
Seg. 4	250 - 275	45	-12	57	\$1,599
Seg. 5	225 - 250	22	-10	33	\$918
Seg. 6	200 - 225	20	-9	29	\$826
Seg. 7	175 - 225	14	-9	23	\$669
Seg. 8	165 - 175	7	-3	11	\$329
		196	-103	298	\$8,405

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	7	1	0
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	77.4	92.0	235.0
Start Time Deviation (%)	-8.9%	-42.5%	0.0%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,509	1,861	5,430
Fuel Deviation	-23.3%	-64.2%	0.0%
Costs of Fuel Deviations (\$)	-\$1,832	-\$13,355	\$0

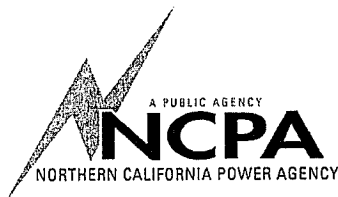
Definitions:

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

Means Actual or Estimated values

Means Forecasted values

	July	August	September	October	November	December	January	February	March	March (Estimate)	March (Diff)	March Estimate vs Actual (Diff %)	Feb-Mar Actual vs Actual (Diff %)	April	May	June	Year End Projection	FY2014 Budget	Percent Used	Comments
VOM	4,510,911	3,441,771	3,527,417	3,559,665	3,829,061	5,841,427	5,859,348	9,204,955	5,722,081	4,629,938	1,092,143	24%	-61%	2,234,881	3,773,424	4,127,189	55,632,130	48,880,350	113.8%	Higher Run Time, Energy and Fuel
Capacity Factor	59%	45%	46%	47%	52%	67%	66%	83%	58%	46%	12%	27%	-43%	16%	12%	34%	49%	64%		
Fuel Consumed (mmBTU, estimated)	879,771	674,758	658,848	688,301	742,102	968,742	956,882	1,095,418	861,414	736,737	124,677	17%	-27%	364,531	717,551	690,691	9,299,009	9,349,196	99.5%	
Avg Fuel Cost (\$/mmBTU)	4.26	4.21	4.43	4.44	4.32	5.22	5.32	7.59	5.84	5.54	0.30	5%	-30%	5.59	5.54	5.54	5.19	4.38		
Power Produced (MWhr, estimated)	122,486	94,610	92,090	98,738	105,077	138,065	136,604	156,088	120,488	106,773	13,715	13%	-30%	52,831	103,993	100,100	1,321,170	1,354,956	97.5%	
Avg Power Price (\$/MWhr)	46.91	42.48	46.99	41.03	42.09	54.14	48.14	65.20	52.62	52.00	0.62	1%	-24%	49.70	47.70	47.70	48.73	53.60		
Operations	43,003	96,234	127,333	26,495	108,825	124,300	95,063	126,143	92,987	108,395	-15,408	-14%	-36%	108,395	108,395	108,395	1,165,568	1,300,738	89.6%	
Fuel (estimated)	3,752,183	2,838,640	2,921,836	3,055,256	3,208,112	5,061,023	5,085,936	8,309,024	5,031,464	4,081,522	949,942	23%	-65%	1,951,738	3,513,129	3,688,288	48,416,630	41,400,588	116.9%	Combined, Fuel Price, CAISO Market, Increased I
AB32 GHG Offset (estimated)	665,425	470,249	440,345	439,427	466,509	601,037	622,287	706,677	548,537	395,955	152,583	39%	-29%	130,682	107,833	286,439	5,485,448	5,650,224	97.1%	
CA ISO Charges (estimated)	50,300	36,648	37,902	38,488	45,615	55,066	56,062	63,111	49,093	44,067	5,027	11%	-29%	44,067	44,067	44,067	564,485	528,800	106.7%	
Routine O&M (Fixed)	825,352	705,626	781,796	836,116	1,541,610	1,660,100	1,459,604	703,908	667,353	1,417,376	-750,023	-53%	-5%	804,876	1,004,313	1,417,376	12,408,029	12,360,283	100.4%	
Maintenance	122,856	103,896	138,361	205,464	804,406	282,058	856,754	124,522	97,799	721,063	-623,264	-86%	-27%	108,563	308,000	721,063	3,873,742	3,752,752	103.2%	
Administration	176,051	14,591	100,092	101,797	96,024	100,085	99,312	109,722	111,409	101,221	10,188	10%	2%	101,221	101,221	101,221	1,212,747	1,214,657	99.8%	
Mandatory Costs	54,223	33,816	75,781	40,651	44,151	27,705	32,310	52,601	27,343	38,000	-10,657	-28%	-92%	38,000	38,000	38,000	502,581	456,000	110.2%	
Inventory Stock	0	0	0	0	0	14,393	40,196	0	11,593	86,352	-74,759	-87%	100%	86,352	86,352	86,352	325,238	400,000	81.3%	
Labor	362,071	347,160	363,503	379,492	492,969	347,638	322,319	313,003	319,642	352,258	-32,616	-9%	2%	352,258	352,258	352,258	4,304,572	4,227,098	101.8%	
Insurance	110,151	206,163	104,059	108,712	104,060	888,221	108,713	104,060	99,567	118,481	-18,914	-16%	-5%	118,481	118,481	118,481	2,189,149	2,309,776	94.8%	
Power Management & Settlements											0									
Other Costs											0									
Projects	33,104	33,104	33,105	33,104	82,515	48,100	34,184	34,711	33,104	33,104	0	0%	-5%	593,104	96,104	33,104	1,087,344	1,115,250	97.5%	
Maintenance Reserve	33,104	33,104	33,105	33,104	33,104	33,104	33,104	33,104	33,104	33,104	0	0%	0%	33,104	33,104	33,104	397,250	397,250	100.0%	
Operations & Maintenance Projects	0	0	0	0	49,411	14,996	1,080	1,607	0	0	0	#DIV/0!	#DIV/0!	60,000	38,000		165,094	168,000	98.3%	
Capital Projects	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	500,000	25,000	0	525,000	550,000	95.5%	
A&G	93,845	93,845	143,178	116,185	146,921	144,534	111,394	197,482	127,236	188,459	-61,223	-32%	-55%	188,459	188,459	188,459	1,739,997	2,261,509	76.9%	
Administrative & General (Allocated)	76,204	76,204	110,033	93,660	119,853	120,763	88,473	176,496	102,680	145,900	-43,220	-30%	-72%	145,900	145,900	145,900	1,402,066	1,750,798	80.1%	
Generation Services Shared	17,641	17,641	33,145	22,525	27,068	23,771	22,921	20,986	24,556	42,559	-18,003	-42%	15%	42,559	42,559	42,559	337,932	510,711	66.2%	
Total O&M Cost	5,463,212	4,274,346	4,485,496	4,545,070	5,600,107	7,694,161	7,464,530	10,141,056	6,549,774	6,268,877	280,897	4%	-55%	3,821,320	5,062,300	5,766,128	70,867,500	64,617,392	109.7%	
Debt Service	2,211,514	2,211,516	2,211,511	2,211,516	1,652,233	2,211,513	2,211,514	2,211,514	2,211,514	2,163,002	48,512	2%	0%	2,163,002	2,163,002	2,163,002	25,833,352	25,956,029	99.5%	
Revenues	5,746,023	4,019,075	4,330,249	4,051,388	4,422,375	7,475,000	7,354,210	10,177,669	6,340,241	5,520,187	820,054	15%	-61%	2,688,216	4,632,883	4,954,955	66,192,283	55,613,202	119.0%	
ISO Energy Sales (estimated)	5,746,023	4,019,075	4,327,698	4,051,388	4,422,375	7,475,000	6,575,721	10,177,669	6,340,241	5,520,187	820,054	15%	-61%	2,688,216	4,632,883	4,954,955	65,411,243	55,539,944		
Other Income	0	0	2,551	0	0	0	778,489	0	0%	0	0	0%	0%	0	0	0	781,040	73,258		
Net	(\$1,928,703)	(\$2,466,787)	(\$2,366,758)	(\$2,705,199)	(\$2,829,966)	(\$2,430,674)	(\$2,321,834)	(\$2,174,900)	(\$2,421,048)	(\$2,911,692)	\$490,645	-17%	10%	(\$3,296,107)	(\$2,592,419)	(\$2,974,175)	(\$30,508,569)	(\$34,960,219)		



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LEC Treasurer's Report

AGENDA ITEM NO.: _____

Date: May 7, 2014
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended April 30, 2014

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 \$0.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared.

Investments - The carrying value of the LEC's investment portfolio totaled \$38,089,442 at month end. The current market value of the portfolio totaled \$38,091,121.

The overall portfolio had a combined weighted average interest rate of 0.262% with a bond equivalent yield (yield to maturity) of 0.220%. Investments with a maturity greater than one year totaled \$11,368,000. 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 2 basis points (from 0.05% to 0.03%) and rates on one year T-Bills decreased 3 basis points (from 0.13% to 0.10%).

To the best of my knowledge and belief, all securities held by LEC as of May 12, 2014, 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:

KEVIN W. WALLACE
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

APRIL 30, 2014

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**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
April 30, 2014**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Construction Revolving	\$ -	\$ 243,356	\$ 243,356	0.639%	\$ 243,356
Debt Service Account	-	15,414,219	15,414,219	40.468%	15,411,481
Debt Service Reserve	-	11,736,112	11,736,112	30.812%	11,735,947
O & M Reserve	-	10,636,076	10,636,076	27.924%	10,640,659
	-	38,029,764	38,029,764	99.843%	38,031,443
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	59,678	59,678	0.157%	59,678
	\$ -	\$ 38,089,442	\$ 38,089,442	100.000%	\$ 38,091,121

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
April 30, 2014

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Construction Revolving	\$ -	\$ 141	\$ -	\$ -	\$ (141)	\$ -	\$ -
Debt Service Account	-	4	912	-	(2,212,432)	2,211,517	-
Debt Service Reserve	-	86	-	-	(86)	-	-
O & M Reserve	-	586	-	-	(586)	-	-
	-	816	912	-	(2,213,245)	2,211,517	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	38	5,517	-	-	(5,555)	-
TOTAL	\$ -	\$ 854	\$ 6,429	\$ -	\$ (2,213,245)	\$ 2,205,962	\$ -

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
April 30, 2014

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Construction Revolving	\$ 141		\$ -	\$ -	\$ -	\$ 141
Debt Service Account	2,212,432	(912)	615	-	-	2,212,136
Debt Service Reserve	86			-		86
O & M Reserve	586	-	(933)	-		(347)
	<u>2,213,245</u>	<u>(912)</u>	<u>(318)</u>	<u>-</u>	<u>-</u>	<u>2,212,016</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		(5,517)	-	-		(5,517)
TOTAL	<u>\$ 2,213,245</u>	<u>\$ (6,429)</u>	<u>\$ (318)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,206,498</u>

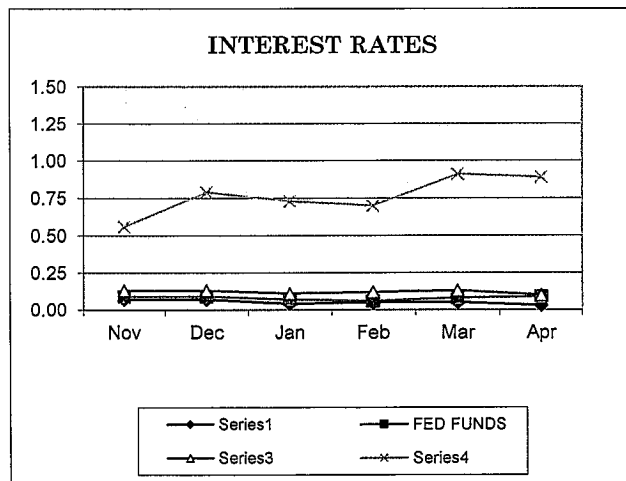
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>318</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 2,206,816</u>

NOTE A -Investment amounts shown at book carrying value.

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
INTEREST RATE/YIELD ANALYSIS
APRIL 30, 2014**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>0.262%</u></u>	<u><u>0.220%</u></u>
<u>Construction Revolving Acct</u>	0.235%	0.235%
<u>Funds:</u>		
Debt Service Account	0.049%	0.050%
Debt Service Reserve	0.399%	0.399%
O & M Reserve	0.422%	0.269%
GHG Cash Account	0.235%	0.235%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.09%	0.13%
T-Bills (90da.)	0.03%	0.05%
Agency Disc (90da.)	0.03%	0.04%
T-Bills (1yr.)	0.10%	0.11%
Agency Disc (1yr.)	0.10%	0.12%
T-Notes (3yr.)	0.89%	0.32%



Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
April 30, 2014

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies		\$18,417	\$3,612	\$0	\$0	\$11,368	\$0	\$33,397	87.68%
US Bank Trust Money Market	3,369							3,369	8.84%
Investment Trusts (LAIF)	1,323							1,323	3.47%
U.S.Treasury Market Acct. *	0							0	0.00%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit		0						0	0.00%
Total Dollars	\$4,692	\$18,417	\$3,612	\$0	\$0	\$11,368	\$0	\$38,089	100.00%
Total Percents	12.32%	48.35%	9.48%	0.00%	0.00%	29.85%	0.00%	100.00%	

Investment are shown at Face Value, in thousands.

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

NORTHERN CALIFORNIA POWER AGENCY

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
04/30/2014

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		243,356	0.235		243,356		1	0.235	243,356	SYS70040	70040	243,356
Fund Total and Average		\$ 243,356	0.235		\$ 243,356		1	0.235	\$ 243,356			\$ 243,356
GRAND TOTALS:		\$ 243,356	0.235		\$ 243,356		1	0.235	\$ 243,356			\$ 243,356

*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 04/30/2014



Northern California Power Agency
Treasurer's Report
04/30/2014

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	290	0.100		290		1	0.100	290	SYS79003	79003	290
Federal Home Loan Ba	USB	693,000	0.029	02/25/2014	692,950	05/23/2014	22	0.030	692,986	313385XD3	26103	692,987
Federal Home Loan Mt	USB	1,387,000	0.090	10/25/2013	1,386,248	05/30/2014	29	0.091	1,386,972	313397XL0	26057	1,386,899
Federal Home Loan Ba	USB	952,000	0.085	12/03/2013	951,593	06/02/2014	32	0.086	951,714	313385XP6	26071	951,928
Federal Home Loan Ba	USB	693,000	0.059	01/06/2014	692,830	06/02/2014	32	0.060	692,792	313385XP6	26076	692,963
Federal Home Loan Ba	USB	693,000	0.040	01/27/2014	692,903	06/02/2014	32	0.040	692,792	313385XP6	26090	692,975
Federal Home Loan Ba	USB	694,000	0.030	03/27/2014	693,961	06/02/2014	32	0.030	693,792	313385XP6	26116	693,981
Federal Home Loan Ba	USB	693,000	0.009	04/25/2014	692,993	06/02/2014	32	0.010	692,792	313385XP6	26127	692,994
Fund Total and Average		\$ 5,805,290	0.056		\$ 5,803,768		30	0.057	\$ 5,804,130			\$ 5,805,017

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	47	0.100		47		1	0.100	47	SYS79004	79004	47
Federal Home Loan Ba	USB	732,000	0.029	02/25/2014	731,947	05/23/2014	22	0.030	731,985	313385XD3	26104	731,987
Federal Home Loan Ba	USB	766,000	0.060	01/06/2014	765,812	06/02/2014	32	0.060	765,770	313385XP6	26077	765,959
Federal Home Loan Ba	USB	733,000	0.040	01/27/2014	732,897	06/02/2014	32	0.040	732,780	313385XP6	26091	732,974
Federal Home Loan Ba	USB	732,000	0.030	03/27/2014	731,959	06/02/2014	32	0.030	731,780	313385XP6	26117	731,980
Federal Home Loan Ba	USB	733,000	0.010	04/25/2014	732,992	06/02/2014	32	0.010	732,780	313385XP6	26128	732,993
Fund Total and Average		\$ 3,696,047	0.034		\$ 3,695,654		30	0.035	\$ 3,695,142			\$ 3,695,940

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	478	0.100		478		1	0.100	478	SYS79011	79011	478
Federal Home Loan Ba	USB	434,000	0.029	02/25/2014	433,969	05/23/2014	22	0.030	433,991	313385XD3	26105	433,992
Federal Home Loan Mt	USB	870,000	0.089	10/25/2013	869,528	05/30/2014	29	0.091	869,983	313397XL0	26058	869,937
Federal Home Loan Ba	USB	1,095,000	0.085	12/03/2013	1,094,532	06/02/2014	32	0.086	1,094,672	313385XP6	26072	1,094,917
Federal Home Loan Ba	USB	435,000	0.059	01/06/2014	434,893	06/02/2014	32	0.060	434,870	313385XP6	26078	434,977
Federal Home Loan Ba	USB	434,000	0.040	01/27/2014	433,939	06/02/2014	32	0.040	433,870	313385XP6	26092	433,985
Federal Home Loan Ba	USB	435,000	0.030	03/27/2014	434,976	06/02/2014	32	0.030	434,870	313385XP6	26118	434,988
Federal Home Loan Ba	USB	434,000	0.010	04/25/2014	433,995	06/02/2014	32	0.010	433,870	313385XP6	26129	433,996
Fund Total and Average		\$ 4,137,478	0.059		\$ 4,136,310		30	0.060	\$ 4,136,604			\$ 4,137,270

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	40	0.100		40		1	0.100	40	SYS79012	79012	40
Federal Home Loan Ba	USB	352,000	0.029	02/25/2014	351,974	05/23/2014	22	0.030	351,993	313385XD3	26106	351,994
Federal Home Loan Ba	USB	368,000	0.060	01/06/2014	367,910	06/02/2014	32	0.060	367,890	313385XP6	26079	367,980



Northern California Power Agency

Treasurer's Report

04/30/2014

LEC Issue #2 2010B DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	352,000	0.040	01/27/2014	351,951	06/02/2014	32	0.040	351,894	313385XP6	26093	351,987
Federal Home Loan Ba	USB	352,000	0.029	03/27/2014	351,980	06/02/2014	32	0.030	351,894	313385XP6	26119	351,991
Federal Home Loan Ba	USB	352,000	0.010	04/25/2014	351,996	06/02/2014	32	0.010	351,894	313385XP6	26130	351,997
Fund Total and Average		\$ 1,776,040	0.034		\$ 1,775,851		30	0.035	\$ 1,775,605			\$ 1,775,989
GRAND TOTALS:		\$ 15,414,855	0.049		\$ 15,411,583		30	0.050	\$ 15,411,481.			\$ 15,414,216

*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 04/30/2014



Northern California Power Agency
Treasurer's Report
04/30/2014

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	21,525	0.100		21,525		1	0.100	21,525	SYS79005	79005	21,525
Federal National Mtg	USB	8,368,000	0.520	05/30/2013	8,368,000	05/27/2016	757	0.520	8,367,833	3135G0XU2	26020	8,368,000
Fund Total and Average		\$ 8,389,525	0.519		\$ 8,389,525		755	0.519	\$ 8,389,358			\$ 8,389,525

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,260,408	0.100		2,260,408		1	0.100	2,260,408	SYS79006	79006	2,260,408
Fund Total and Average		\$ 2,260,408	0.100		\$ 2,260,408		1	0.100	\$ 2,260,408			\$ 2,260,408

LEC Issue #1 2010 COI Acct

US Bank Trust	USB	2	0.100		2		1	0.100	2	SYS79008	79008	2
Fund Total and Average		\$ 2	0.100		\$ 2		1	0.100	\$ 2			\$ 2

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,179	0.100		1,086,179		1	0.100	1,086,179	SYS79013	79013	1,086,179
Fund Total and Average		\$ 1,086,179	0.100		\$ 1,086,179		1	0.100	\$ 1,086,179			\$ 1,086,179
GRAND TOTALS:		\$ 11,736,114	0.399		\$ 11,736,114		540	0.399	\$ 11,735,947.			\$ 11,736,114

*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 04/30/2014



Northern California Power Agency
Treasurer's Report
04/30/2014

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,020,464	0.235		1,020,464		1	0.235	1,020,464	SYS70047	70047	1,020,464
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mtg	UBOC	3,003,000	0.140	07/18/2013	2,999,006	06/25/2014	55	0.142	3,002,850	313589YN7	26028	3,002,358
Federal Home Loan Mt	UBOC	2,980,000	0.750	02/19/2014	2,991,264	09/22/2014	144	0.110	2,987,867	3134G2WG3	26099	2,987,457
Federal Home Loan Mt	UBOC	632,000	0.140	10/31/2013	631,127	10/21/2014	173	0.142	631,848	313397L41	26066	631,575
Federal Home Loan Mt	UBOC	3,000,000	0.500	10/25/2013	2,992,800	06/06/2016	767	0.592	2,997,630	3134G46A1	26052	2,994,223
Fund Total and Average		\$ 10,635,464	0.422		\$ 10,634,661		282	0.269	\$ 10,640,659			\$ 10,636,077
GRAND TOTALS:		\$ 10,635,464	0.422		\$ 10,634,661		282	0.269	\$ 10,640,659.			\$ 10,636,077

*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 04/30/2014



Northern California Power Agency
Treasurer's Report
04/30/2014

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		59,678	0.235		59,678		1	0.235	59,678	SYS70046	70046	59,678
Fund Total and Average		\$ 59,678	0.235		\$ 59,678		1	0.235	\$ 59,678			\$ 59,678
GRAND TOTALS:		\$ 59,678	0.235		\$ 59,678		1	0.235	\$ 59,678.			\$ 59,678

*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 04/30/2014



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LEC Financial Reports

AGENDA ITEM NO.: _____

Date: May 7, 2014

Subject: April 30, 2014 Financial Reports (Unaudited)

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

ASSETS	April 30	
	2014	2013 (Note A)
CURRENT ASSETS		
Cash and cash equivalents	\$ 70,788	\$ 30,401
Interest receivable	8,616	358
Inventory and supplies - at average cost	1,094,468	230,459
Prepaid insurance	777,268	472,583
Due from (to) Agency, net	12,172,720	5,009,507
TOTAL CURRENT ASSETS	14,123,860	5,743,308
RESTRICTED ASSETS		
Cash and cash equivalents	12,179,670	8,965,455
Investments	26,761,094	33,436,432
Interest receivable	21,136	36,304
TOTAL RESTRICTED ASSETS	38,961,900	42,438,191
ELECTRIC PLANT		
Electric plant in service	423,354,890	428,549,222
Less: accumulated depreciation	(20,701,244)	
TOTAL ELECTRIC PLANT	402,653,646	428,549,222
OTHER ASSETS		
Regulatory assets	10,467,891	
Unamortized debt issuance expenses	3,500,848	3,601,601
TOTAL OTHER ASSETS	13,968,739	3,601,601
TOTAL ASSETS	\$ 469,708,145	\$ 480,332,322

Note A:

Commercial operation began November 27, 2012. Prior to commercial operation, all costs of construction, test start-up and financing were capitalized.

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

	April 30	
	2014	2013 (Note A)
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 2,459,414	\$ 4,270,319
Operating reserves	11,329,375	
Current portion of long-term debt	8,640,000	8,315,000
Accrued interest payable	7,430,827	10,352,364
TOTAL CURRENT LIABILITIES	29,859,616	22,937,683
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	70,654	2,026,475
Regulatory liability	45,132,945	53,129,675
Long-term debt, net	382,025,126	391,785,409
TOTAL NON-CURRENT LIABILITIES	427,228,725	446,941,559
TOTAL LIABILITIES	457,088,341	469,879,242
NET POSITION		
Invested in capital assets, net of related debt	2,458,129	(20,386,275)
Restricted	9,826,604	31,532,270
Unrestricted	335,071	(692,915)
TOTAL NET POSITION	12,619,804	10,453,080
TOTAL LIABILITIES AND NET POSITION	\$ 469,708,145	\$ 480,332,322

Note A:

Commercial operation began November 27, 2012. Prior to commercial operation, all costs of construction, test start-up and financing were capitalized.

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

	Ten Months Ended April 30	
	2014	2013 (Note A)
SALES FOR RESALE		
Participants	\$ 28,586,004	\$ 26,804,903
Other	55,882,457	17,883,700
TOTAL SALES FOR RESALE	84,468,461	44,688,603
 OPERATING EXPENSES		
Operations	42,296,475	14,966,147
Depreciation	12,165,370	
Maintenance expenses	7,684,910	3,141,930
Administrative and general	4,352,710	1,263,068
Transmission	1,058,412	1,236,927
Intercompany (sales) purchases	353,224	217,267
TOTAL OPERATING EXPENSES	67,911,101	20,825,339
 NET OPERATING REVENUES	16,557,360	23,863,264
 OTHER REVENUES (EXPENSES)		
Interest expense	(13,418,548)	(15,860,181)
Interest income	80,772	135,618
Capitalized Interest	-	6,257,259
Amortization	(63,551)	
Other	1,490,193	59,081
TOTAL OTHER REVENUES (EXPENSES)	(11,911,134)	(9,408,223)
 FUTURE RECOVERABLE AMOUNTS	3,680,178	(4,001,961)
 REFUNDS TO PARTICIPANTS	(1,185,594)	
 INCREASE IN NET POSITION	7,140,810	10,453,080
 NET POSITION		
Beginning of year	5,478,994	
 End of period	\$ 12,619,804	\$ 10,453,080
	-	-

Note A:

Commercial operation began November 27, 2012. Prior to commercial operation, all costs of construction, test start-up and financing were capitalized.

**Lodi Energy Center
FY 2014 Operating Costs
As of April 30, 2014**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Operations	\$ 1,300,738	\$ 940,723	\$ 360,015	28%	A
Maintenance	3,752,752	3,887,227	(134,475)	-4%	
Administration	1,214,657	1,006,321	208,336	17%	B
Mandatory Costs	456,000	458,722	(2,722)	-1%	
Inventory Stock	400,000	103,689	296,311	74%	
Routine O&M Costs without Labor	7,124,147	6,396,682	727,465	10%	
Labor	4,227,098	3,651,763	575,335	14%	
Total Routine O&M Cost	11,351,245	10,048,445	1,302,800	11%	
Other Costs					
Fuel	41,400,588	40,020,403	1,380,185	3%	E
AB32 GHG Offset	5,650,224	-	5,650,224	100%	
CA ISO Charges	528,800	1,058,412	(529,612)	-100%	D
Debt Service	25,956,029	21,555,861	4,400,168	17%	
Other Costs	2,309,776	1,851,511	458,265	20%	F
Administrative & General (Allocated)	1,750,798	1,074,866	675,932	39%	
Generation Services Shared	510,711	231,687	279,024	55%	
Maintenance Reserve	397,250	331,042	66,208	17%	
Total O&M Cost	89,855,421	76,172,227	13,683,194	15%	
Projects					
Operations & Maintenance	168,000	213,690	(45,690)	-27%	G
Capital	961,000	-	961,000	100%	
Total Capital Budget	1,129,000	213,690	915,310	81%	
Annual Cost	90,984,421	76,385,917	14,598,504	16%	
Less: Third Party Revenue					
Interest Income	73,258	34,523	38,735	53%	F
ISO Energy Sales	53,249,904	54,629,525	(1,379,621)	-3%	
Ancillary Services Sales	2,290,040	1,252,932	1,037,108	45%	
ERCS Sale	-	788,059	(788,059)	N/A	
	55,613,202	56,705,039	(1,091,837)	-2%	
Net Annual Cost to Participants	\$ 35,371,219	\$ 19,680,878	\$ 15,690,341	44%	

Net Cumulative Generation (MWh)	1,354,957	1,119,647
Total O&M Cost Per MWh	\$ 66.32	\$ 68.03
Net Annual Cost Per MWh	\$ 26.11	\$ 17.58

Footnotes:

A - Higher costs resulting from increase maintenance under Siemens LTSA.

B - Payments for hazardous waste fee and air resources board fee were higher than budgeted.

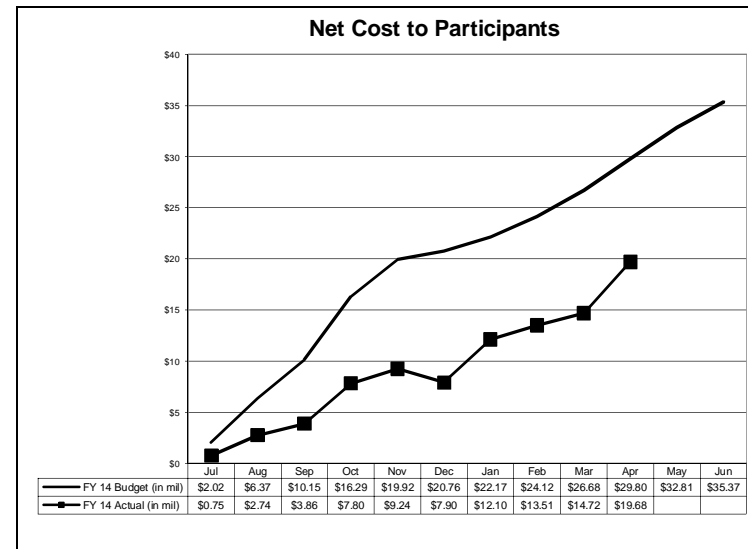
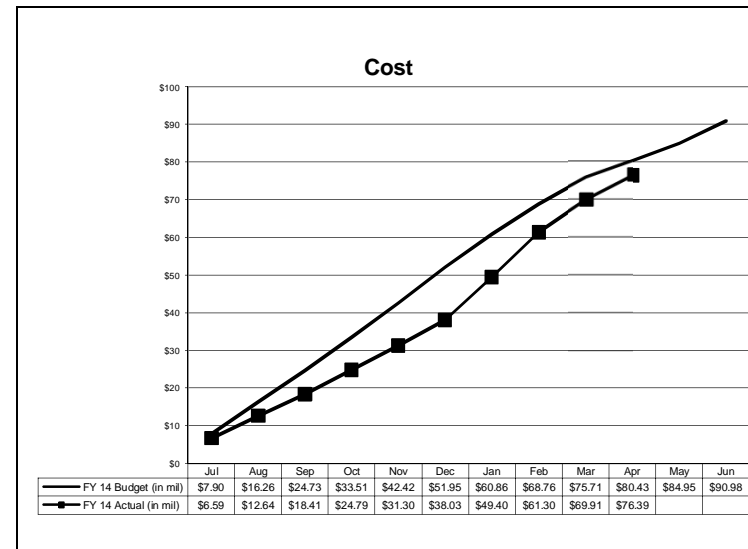
C - The project did not purchase any GHG Allowances as participants have delivered sufficient allowances through January 31, 2014.

D - CA ISO Charges are greater than anticipated primarily due to unplanned Regulation Energy and Resource Adequacy Standard Capacity charges.

E - Fuel costs are higher than anticipated due to increasing natural gas prices per mmbTU during the year.

F - Proceeds from the Sale of ERCS

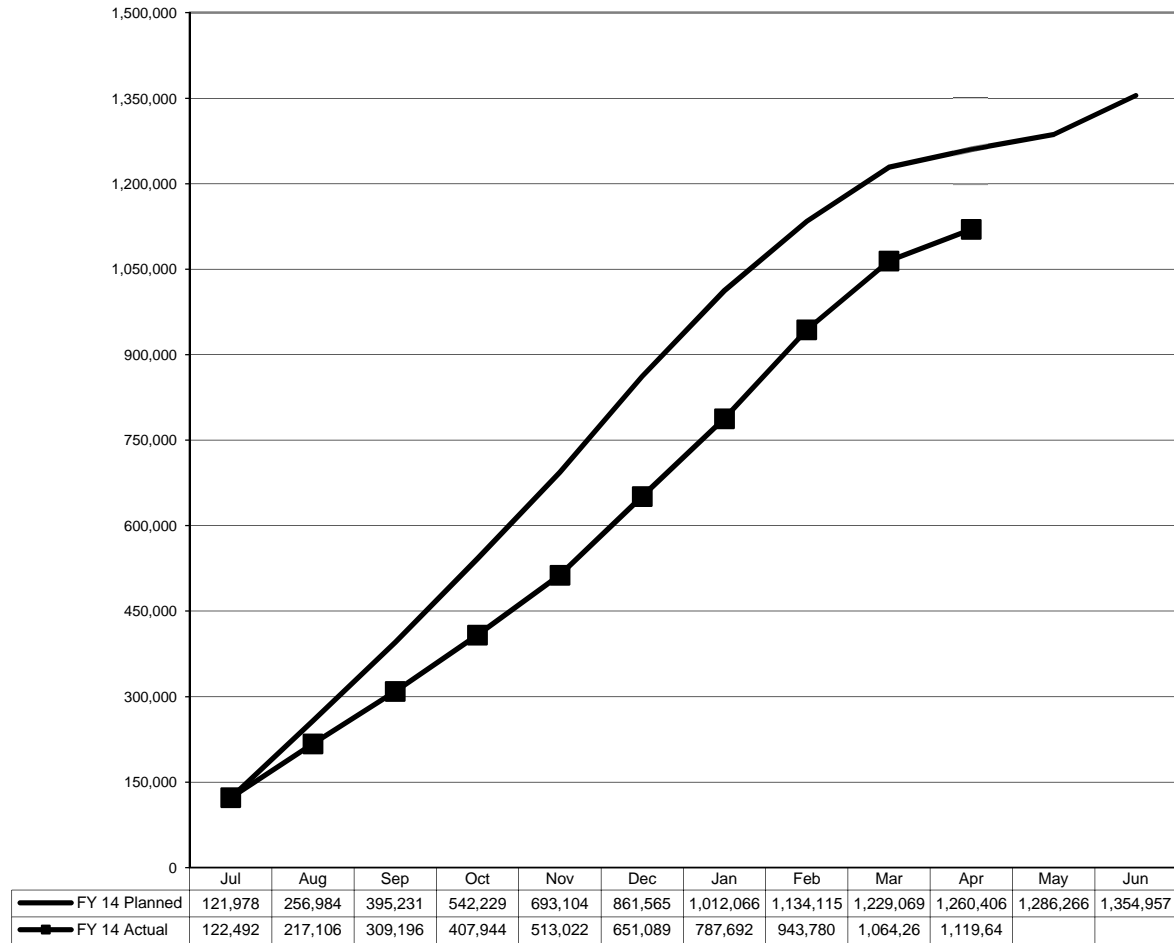
G - Amount includes unanticipated project to Clean Injection Well.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2014

In MWh

Lodi Energy Center



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

	Actual													Compliance Year 2013
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	
Monthly MT Emissions (MT)	0	31,455	38,321	47,417	50,484	12,175	30,721	46,128	35,720	34,463	36,697	39,114	51,160	453,856
Cumulative MT Obligation (MT)	0	31,455	69,776	117,193	167,677	179,852	210,573	256,701	292,421	326,884	363,581	402,696	453,856	453,856
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,590)	(75,269)	(41,496)	(96,012)	(134,469)	(134,376)	(89,848)	(156,328)	(134,459)	(97,762)	(58,647)	(53,777)	(53,777)

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center															
	Actual			Estimated								Compliance Year 2014	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Source
Energy (MWh)	136,604	156,089	120,489	52,830	103,992	100,100	122,492	94,615	92,091	98,739	73,883	76,346	1,228,270	3,667,484	Forecast/Meter
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	369,812	727,946	700,697	857,444	662,305	644,637	691,173	517,181	534,420	8,608,850	25,781,025	Forecast/Meter
Emissions Factor (MT/MMBtu)	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053			MARS
Monthly MT Emissions (MT)	50,440	57,915	45,517	19,600	38,581	37,137	45,445	35,102	34,166	36,632	27,411	28,324	456,269	1,366,394	derived
Cumulative MT Obligation (MT)	504,296	562,211	607,728	627,328	665,909	703,046	748,490	783,592	817,758	854,390	881,801	910,125		456,269	derived
Compliance Instrument Participant Transfers (to LEC)															
Auction Allowances	102,347	50,000	48,066	25,000	0	0	0	0	0	0	0	0	225,413	911,459	CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	0	0	0	0	0	0	0	0	225,413	911,459	
NCPA Compliance Instrument Purchases (for LEC)															
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000	CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000	
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	0	0	0	0	0	0	0	0	225,413	958,459	derived
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	733,046	733,046	733,046	733,046	733,046	733,046	733,046	733,046		225,413	derived
MTA Shortfall (MT)	(105,684)	(97,769)	(100,318)	(105,718)	(67,137)	(30,000)	15,444	50,546	84,712	121,344	148,755	177,079		230,856	derived

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) May 2014																
IDENTIFIER	AZUSA	BART	BIG	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)	18,550	43,950	1,784	223,079	13,080	10,940	63,261	13,556	71,347	5,232	17,766	171,472	11,891	665,909		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	19,000	62,200	2,159	250,000	15,747	11,666	64,578	24,200	95,000	5,300	18,097	190,000	12,600	770,547		derived
MTA Shortfall (MT)	(450)	(18,250)	(375)	(26,921)	(2,667)	(726)	(1,317)	(10,644)	(23,653)	(68)	(331)	(18,528)	(709)	(104,639)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	11.78	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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.

LEC Waste Transporter Selection

SCOPE OF WORK	
1	Act as the CT Projects Emergency Responder for spill cleanup, transport and disposal.
2	Hazardous and Non-Hazardous Waste Transporter
3	LEC Filter Cake Disposal with a 24-hour turnaround for waste bin(s) drop-off and pickup and storage.

Bidders	
	Waste Management
	MP Environmental
	Fremouw Environmental

Contract Rate Comparisons

	2012 Contract Priced	2014 Contract Price	Percent Decrease
Disposal Fee (15 yards/bin x 2 bins)	\$65.00	\$35.00	-46%
Delivery fee to landfill	\$650.00	\$650.00	0%
Energy & Security/County Fees 10% of Total	\$130.00	Included	
Bin liners	\$60.00	\$30.00	-50%
Sales Tax on Liner	8%	8%	0%
Fuel Surcharge	17%	15%	-12%
Bin Rental (2 bins onsite at 10/day)	\$600.00	\$600.00	0%
Bin Storage	\$1,630.00	\$1,140.00	-30%

Waste Disposal Savings

	2012 Costs	2014 Costs
Disposal Fee (15 yards/bin)	\$16,900	\$9,100
Delivery fee to landfill	\$5,633	\$5,633
Energy & Security/County Fees 10% of Total	\$1,690	\$0
Bin liners	\$15,600	\$7,800
Sales Tax on Liner	\$1,248	\$624
Fuel Surcharge	\$958	\$845
Bin Rental (2 bins onsite at 10/day)	\$600	\$600
Bin Storage	\$1,630	\$1,140
One Month Cost	\$44,259	\$25,742
Annual Cost	\$531,108	\$308,908
Contract Term Cost	\$2,655,540	\$1,544,540

- Based on 260 Yards / Month
- 42% Savings based on Contract amount
- 15% Savings based on current charges



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 9

Date: May 8, 2014
To: Lodi Energy Center Project Participant Committee
Subject: Fremouw Environmental Services, Inc. Agreement for Waste Management Services – LEC / CTs

Proposal

Approve a five year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for an amount not to exceed Five Million Dollars (\$5,000,000) to be used for waste management services at the CT1, CT2, and LEC locations and to issue purchase orders for any amount as needed pursuant to the contract.

Background

Waste management services are required at the CT and LEC locations for operations and maintenance. Fremouw Environmental Services, Inc. currently provides hazardous and non-hazardous waste management services and emergency responder services for cleanup of spill incidents to the CT locations, and also provides filter cake bins and cake disposal services at LEC. NCPA would like to enter into this new enabling agreement to freeze the costs with the vendor for the five year term of the agreement.

NCPA does not have any other agreements in place with similar vendors at this time. However, NCPA routinely includes other consultants, with whom we do not have a pre-existing agreement, on RFP solicitations. NCPA will 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 \$5,000,000 over five years; all Purchase Orders issued pursuant to this agreement will be charged against existing and future approved Annual Operating 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 the California Environmental Quality Act. No environmental review is necessary.

Recommendation

Staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with Fremouw Environmental Services, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$5,000,000

over five years, and approve issuance of purchase orders for any amount as needed pursuant to the contract.

Respectfully submitted,

/s/

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Fremouw Environmental Services, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FREMOUW ENVIRONMENTAL SERVICES, 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 Fremouw Environmental Services, Inc., a corporation with its office located at 6940 Tremont Road, Dixon, CA 95620 ("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 **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.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE MILLION** dollars (\$5,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- 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 Contractor's Pollution and Professional Liability Insurance. (Required for all Licensed Contractors) Contractor shall maintain Contractor's Pollution and Professional Liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) 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. 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.

4.4.3 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 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

- 5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

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.

- 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 and Exhibit D.

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 **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 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 to 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 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, Contractors, 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, Contractors, 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 Agency's operations and the operations of 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. Damage to bins left onsite will be reported to contractor by Agency. Agency will be responsible for repair costs if the damage was caused by the Agency. Contractor will provide Agency with a cost estimate of repairs and forward to Agency for processing. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation

and Agency shall have no 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 Agency owned equipment and property provided by Agency 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 Agency site programs.

- 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 to include diesel fuel used for trucks owned or leased by the Contractor.

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:

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

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

- 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 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.

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

NORTHERN CALIFORNIA POWER AGENCY

FREMOUW ENVIRONMENTAL SERVICES, INC.

Date_____

Date_____

JAMES H. POPE, General Manager

PHIL FREMOUW, V.P.

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Fremouw Environmental Services, Inc. ("Contractor") shall waste clean-up services as requested by the Northern California Power Agency ("Agency").

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

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a. 24-hour turnaround for waste bin(s) drop-off and pickup.
- b. Waste cake profiling for every bin prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c. Classification of all materials where applicable
- d. Supply 2x20 yd lined bins on site at all times for disposal of Filter Cake.
- e. Remove and replace filter cake bins on a regular schedule.
- f. Transport bins to final disposal facilities.
- g. Provide all paper work, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h. Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT, to include but not limited to used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, universal wastes.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- (1) Filter Cake Bins and Disposal Services Rates;
- (2) Emergency Response Rates; and
- (3) Miscellaneous Waste Removal Rates

See Following Rate Sheets

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 B

COMPENSATION SCHEDULE AND HOURLY FEES

FILTER CAKE BINS & DISPOSAL RATES

Transportation: {Portal to portal loop from Dixon to Lodi to Suisun}

Bin Drop Only Fee \$ 450.00/per delivery

Remove & Replace bin for disposal

Between 9am-5pm Monday through Friday \$ 650.00/per trip

After 5 pm Monday through Friday or Saturdays \$ 750.00/per trip

"Demurrage time > 1 hr. on site loading or off-loading" @ \$ 95.00/per hr.

*"Trucks off-loading outside the loop, or not dropping or receiving scheduled loads,-
-will be charged a 4 hr. minimum"*

"Any Damage to FES bins on site will be a direct cost to NCPA for repair"

Fuel Surcharge (Of trans total only) \$ 15%

Disposal:

Non-Haz Filter Cake for Landfill

2 x 20 yd. bins / 10 Yd/ton min/per bin \$ 35.00/Yd/ton

Energy & Security/County Fees (@ \$ 10% of above) \$ Included

Equipment & Materials:

4 x Bin Rental per month (@ \$285.00/per bin) \$1,140.00/per month

"Daily rental of additional bins not approved for off-loading outside the T&D loop" \$ 9.50/day/per bin

Bin Liners \$ 30.00/per bin + tax

Manifesting/profiling, scheduling etc. \$ Customer Courtesy

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

Labor	Weekdays (6:00 am to 5:00 pm); after 5:00 pm, weekend rates apply	Weekends	Holidays & Double Time (after 12 hr's on site) double time- rates apply
Project Manager	\$95.00/hr	\$112.50/hr	\$142.50/hr
Environmental Technician	\$75.00/hr	\$ 85.00/hr	\$112.50/hr
Administration	\$65.00/hr.	\$ 75.00/hr.	\$ 92.50/hr.

Personal Protection Levels

LEVEL B (respiratory protection extra)

1. Maximum protection disposable suit	\$ 125.00/man/day
2. Intermediate protection disposable suit	\$ 110.00/man/day
3. Acid splash suit, heavy duty	\$ 75.00/man/day
4. Acid splash suit, light duty	\$ 45.00/man/day
5. Limited use, light weight suit	\$ 35.00/man/day

LEVEL C (respiratory protection extra)

1. Maximum protection disposable suit	\$ 105.00/man/day
2. Intermediate protection disposable suit	\$ 100.00/man/day
3. Acid splash suit, heavy duty	\$ 95.00/man/day
4. Acid splash suit, light duty	\$ 85.00/man/day
5. Limited use, light weight suit	\$ 65.00/man/day

LEVEL D

\$ 35.00/man/day

OTHER PROTECTIVE CLOTHING

1. Flame resistant / Nomex coveralls	\$ 135.00ea
2. Flame resistant/ Nomex hood	\$ 122.00ea
3. Latex gloves	\$ 1.50/pair
4. Light duty gloves	\$ 5.50/pair
5. Heavy duty gloves	\$ 10.00/pair
6. Specialty gloves	\$ 50.00/pair
7. Leather gloves	\$ 5.00/pair
8. Cotton gloves	\$ 4.00/pair

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

9. Light duty shoe covers	\$ 12.00/pair
10. Heavy duty shoe covers	\$ 18.00/pair
11. Chemical resistant boots	\$ 10.00/pair
12. Hip boots	\$ 80.00/pair
13. Waders	\$ 110.00/pair

RESPIRATORY EQUIPMENT

1. 30 minute SCBA	\$ 650.00/day
2. 60 minute SCBA	\$ 850.00/day
3. Airline Respiratory System Complete	\$ 950.00/day
4. Closed Circuit Breathing Apparatus (1 hour)	\$ 125.00/day
5. Closed Circuit Breathing Apparatus (4 hours)	\$ 350.00/day
6. Air Refills (plus labor)	\$ 25.00each
7. Full face respirator	\$ 85.00/man/day
8. Half Face respirator	\$ 65.00/man/day
9. Respirator cartridges (HEPA)	\$ 30.00/set
10. Respirator cartridges (standard)	\$ 25.00/set
11. Half face disposable respirator	\$ 45.00/man/day

Monitoring/Sampling Equipment

LEL, O2, H2S meter	\$ 80.00/day
Combustible Gas Indicator	\$ 125.00/day
Calorimetric Tests	\$ 20.00each
Radiation detection meter	\$ 75.00/day
Ph meter	\$ 30.00/day
HazCat Kit	\$ 125.00/day
Plastic Coliwasa	\$ 20.00each
Glass Thief	\$ 5.00each
Gas detector w/o tubes	\$ 125.00/day
Gas detector tubes	\$ 15.00each
Photo ionization Detector	\$ 150.00/day
Pocket transit	\$ 75.00each
Soil sampling kit	\$ 60.00each
Air monitoring pump	\$ 150.00/day
PCB test kit	\$ 45.00each
Lead test kit	\$ 75.00each

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

Mercury spill test kit	\$ 125.00each
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Safety Equipment

Communication systems	\$ 65.00/day
Decon pool	\$ 40.00/day
Decon trailer	\$ 300.00/day
Face shield	\$ 5.00ea
Fire Extinguisher	\$ 15.00/day
First aid kit	\$ 45.00/day
Fluorescent safety vest	\$ 10.00ea
Goggles	\$ 6.00ea
GFI's	\$ 10.00/day
Harnesses	\$ 87.00each
Lock out/ tag out tags	\$ 5.00each
Top entry extraction device (tri-pod & winch)	\$ 200.00/day

Equipment- Transportation Portal to Portal

One ton Truck with Lift Gate	\$ 50.00/hour
Three ton Flat Bed	\$ 82.50/hour
Five ton Box Truck	\$ 85.00/hour
Roper Pump Trucks	\$ 95.00/hour
Vacuum Truck – 130 bbl	\$ 125.00/hour
Vacuum Truck – 150 bbl	\$ 135.00/hour
Vacuum Tank Hoses (20-30 foot extensions)	\$ 30.00/day/each
➤ 8 hr's @ x 1.2	
Air Mover (Super sucker) – driver & operator	\$ 285.00/hour
Jetter	\$ 225.00/hour
Water Truck (2600 gallon)	\$ 95.00/hour

Bin Trucks:

Bob-tail	(holds- 1 bin)	\$ 110.00/hour
Doubles	(holds 2 bins)	\$ 115.00/hour
End Dump		\$ 115.00/hour

Bin Rental (10, 20, 30, 40 yard)	\$ 15.00/day
Dewatering Bin Rental	\$ 85.00/day

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

Vacuum Bin Rental	\$ 45.00/day
Bin/ Truck Liners	\$ 45.00each
Equipment- Services	
Emergency Response Call Out Fee	\$1500.00
Emergency Response Trailer (major)	\$ 500.00/day
Office Trailer	\$ 300.00/day
Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Quote as needed
245/235/225/215 Excavator - crawler	Quote as needed
Long Reach - 46'/ 56'	Quote as needed
Hydraulic thumbs	Quote as needed
Hydraulic breakers	Quote as needed
Concrete pulverizer	Quote as needed
Excavator – rubber tire	Quote as needed
416 Backhoe	\$ 850.00/day
936 Front-end loader (3-yard bucket)	\$1100.00/day
<i>"Various size buckets available for extra fee"</i>	
Front-end loaders	Quote as needed
Dozer – crawler	Quote as needed
Air Compressors	
1. 175-375 CFM	\$ 375.00/day
Small Air compressor	\$ 45.00/day
Generators	
1. 1-5 kw	\$ 160.00/day
2. 6–10 kw	\$ 200.00/day
Forklifts	
1. 5000 lb	\$ 500.00/day
2. 15,000 lb	\$ 600.00/day
3. larger	Quote as needed
Lights - portable	
1. Twin Flood 8' 500W	\$ 35.00/day-each
2. Light Tower 1000W	\$ 195.00/day-each
Pumps	
1. Centrifical self priming 1.5hp	\$ 55.00/day
2. Trash Pump 2" cast iron 5hp	\$ 100.00/day
3. Utility Pump 1" aluminum 2hp	\$ 45.00/day
4. Submersible utility – manual 110v	\$ 38.00/day

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

5. Sump pump	\$ 45.00/day
6. Diaphragm 1"	\$ 85.00/day
7. Diaphragm 2"	\$ 170.00/day
6. Drum pumps	
A. Electrical	\$ 75.00/day
B. Rotary	\$ 45.00/day
C. Economy	\$ 29.00/day
Power Vactor Drummer (into 55 gallon drum)	\$ 250.00/day
<i>" 3 cylinder motor powered"</i>	
Drum Vactor (into 55 gallon drum)	\$ 100.00/day
<i>"Electric Unit"</i>	
Wet/Dry Vacuum (15 gallon)	\$ 30.00/day
Wet/Dry Vacuum (5 gallon)	\$ 20.00/day
Hepa Vac (small)	\$ 75.00/day
Hepa Vac (large)	\$ 140.00/day
Hepa Vac Filters	\$ 10.00each
Hydro blaster (5,000 Psi)	\$ 95.00/hour
Hydro blaster (10,000 Psi)	Quote as needed
Hydro blaster Equipment	
A. Mini Lance (25' length, stiff)	\$ 37.00/hour
B. Spin Jet	\$ 20.00/hour
C. Shell Cleaner	\$ 20.00/hour
D. MGValve (multi gun valve)	\$ 21.00/hour
E. Interior Cleaning Equipment	\$ 16.00/hour
F. Hydroblast hose (3/8" and 1/2" x 50')	\$ 10.00/day
Pressure Washer (Hot)	\$ 275.00/day
Pressure Washer (cold)	\$ 150.00/day
Negative Air Machine	\$ 85.00/day
Other Equipment	
30 foot Extension Ladder	\$ 45.00/day
Safety Cones Each	\$ 2.00/day
Blower (intrinsically safe – coppus style)	\$ 145.00/day
Chain saw	\$ 55.00/day
Chop saw	\$ 145.00/day
Cutting Torch and Rig	\$ 290.00/day

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

Drum deheader	\$ 20.00/day
Drum dolly	\$ 25.00/day
Electric cords (each)	\$ 6.00/day
Hand Tools (each)	\$ 3.00/day
Hand truck	\$ 10.00/day
Hydraulic jack – 20 ton	\$ 20.00/day
Non-sparking tools	\$ case by case
Small Power Tools	\$ 45.00/day
Welder Arc/Wire Feed	\$ 190.00/day
Wheelbarrow	\$ 10.00/day

Materials

Absorbent materials

1. Oil sorbent (3M or equivalent)
 - A. HP 38" x 144' roll \$ 150.00/roll
 - B. P 19" x 144' rolls \$ 85.00/roll
 - C. P 21" x 100' sweeps \$ 112.50each
 - D. HP 15" x 18" pads \$ 75.00/case
 - E. HP 16" x 20" pads \$ 95.00/case
 - F. P 8" x 10' sorbent booms \$ 60.00each
 - G P 5" x 10' sorbent booms \$ 50.00each
 - H. HP 4' mini boom \$ 112.50/case
 - I. P 8' mini boom \$ 112.50/case
 - J. P 12' mini boom \$ 112.50/case
 - H. P 14" x 25" x 5" pillows \$ 165.00/case
2. Granule absorbent
 - A. Dri Zorb (multipurpose) \$ 15.00/bag
 - B. Oil Dry (petroleum) \$ 12.00/bag
 - C. Solid – A – Sorb (chemicals, PCB's) \$ 15.00/bag
 - D. Vermiculite \$ 35.00/bag
3. Universal sorbent (3M or equivalent)
 - A. 15" x 19" pad \$ 95.00/bag
 - B. 15" x 150' roll \$ 135.00/roll
 - C. 38" x 150' roll \$ 225.00/roll
 - D. 4' mini boom \$ 195.00/case
 - E. 8' mini boom \$ 195.00/case
 - F. 12' mini boom \$ 195.00/case

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

G . 7" x 15" pillows	\$ 155.00/case
Acid Neutralizer	\$ 35.00/bag
Base Neutralizer	\$ 35.00/bag
Chlor-D-Tect Test	\$ 20.00each
Clean Room Pillows (17" x 16" x 1")	\$ 18.00each
Clean Room Tape	\$ 23.50/roll
Clean Room Wipes	\$ 20.50each
Drums: A. 14 gallon Polys	\$ 45.00each
B. 30 gallon Polys	\$ 45.00each
C. 55 gallon Polys – closed top	\$ 75.00each
D. 55 gallon Polys – open top	\$ 65.00each
E. 95 gallon Polys – overpacks	\$ 195.00each
F. 55 gallon 1A2 – Recycled: open top	\$ 48.50each
G. 55 gallon 1A1 – Recycled: closed top	\$ 52.50each
H. 85 gallon Steel – overpack	\$ 195.00each
I. 5 gallon Buckets	\$ 18.00each
J. 30-55 gallon fiber	\$ 45.00each
K. Drum Liners (roll)	\$ 145.00/roll
L. Drum Liners	\$ 4.00each
M. Drum Thieves	\$ 5.00each

Supplies

Cement (50lb bag)	\$ 10.00each
Deionized Water	\$ 2.50/gal
Floor Dry	\$ 15.00/bag
Acetone	\$ 21.00/gal
Concrete Degreaser	\$ 21.00/gal
Soap/Simple Green Cleanser	\$ 15.00/gal
Soda Ash	\$ 35.00
Solidification material (Sure Pak 25lb bag)	\$ 10.00/bag
Sand Bags	\$ 5.00/bag
Barricade Tape	\$ 29.80/roll
Duct Tape	\$ 5.90/roll
Hazardous Waste Label Kits	\$ 2.00each
Manifests	\$ 5.00each
pH Strips	\$ 26.50/box

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

Rags	\$ 50.00/box
Sample bottles	\$ 5.00ea
Visqueen 6 mil (20' x 100')	\$ 287.00/roll

Disposal *Bulk Liquids* Rates

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98/gal	\$ 275.00
Each additional 10%	\$.15/gal.	

Non-RCRA Hazardous waste liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.25/gal	\$ 295.00
Each additional 10%	\$.15/gal.	

RCRA Hazardous waste liquid

Case by Case

Disposal Drummed Liquids Rates

Non-Hazardous Liquids

Liquids 55 gallon	\$ 125.00
Sludge 55 gallon	\$ 160.00

Non-RCRA Hazardous waste liquid

Liquids 55 gallon	\$ 195.00
Sludge 55 gallon	\$ 295.00

RCRA Hazardous waste liquid

Case by Case

Disposal *Bulk Solids* Rates (*Soil & contaminated debris*) "includes all taxes and fees"

Non-Hazardous Solids

Minimum 10 Yards/Ton	\$ 85.00/Yd./Ton
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EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

EMERGENCY RESPONSE RATES

Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton

\$ 145.00/Yd./Ton

RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton

\$ 265.00/Yd./Ton

Disposal Drummed Solids Rates

Non-Hazardous Solids

55 gallon

\$ 165.00

Non-RCRA Hazardous waste Solids

55 gallon

\$ 255.00

RCRA Hazardous waste Solids

Case by Case

“All drum waste > 5 drums less \$ 25.00/per drum”

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

MISCELLANEOUS WASTE REMOVAL RATES

Transportation & Disposal:

A) Used Oil {pumped out}

< 100 Gallons

\$ 45.00/flat fee

> 100 Gallons

\$ No Charge

*"Includes Chlor-detect test on site as well as retain sample-
to protect NCPA"*

B) Used Oil Filters {with free replacement drums}

55 Gallon Drums

\$ 45.00/per drum

C) Waste Oily Debris {Absorbent sweep, pads, boom, socks, soil, etc.}

55 Gallon Drums

\$275.00/per drum

D) Oily Sludge

55 Gallon Drums

\$295.00/per drum

E) Used Antifreeze "A/F" {pumped out}

Per Gallon Rate

(55 gallon minimum)

\$.95/per gal.

F) Waste Aerosols

55 Gallon Drums

\$325.00/per drum

30 Gallon Drums

\$265.00/per drum

G) Waste Paint Related Material, Mixed Fuels, RCRA Concrete Cure

{Oil Based Paints, thinner, Flammable Liquid, etc}

55 Gallon Drums

(Bulk)

\$295.00/per drum

55 Gallon Drums

(loose-pack = 1-5 gallon buckets)

\$355.00/per drum

Cu. Yd. boxes "holds 4 x 55gal" (loose-pack = 1-5 gallon buckets)

\$795.00/per box

H) Latex Paint & Non-RCRA Concrete Sprays & Cures

55 Gallon Drums

(Bulk)

\$295.00/per drum

I) Empty Haz Drums

\$ 15.00/per drum

J) Universal Waste

Fluorescent Lamps

4 ft. box

\$.20/per ft.

8 ft. box

\$.20/per ft.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

MISCELLANEOUS WASTE REMOVAL RATES

PCB & Non-PCB Ballast(5 gallon DOT drums)	\$125.00/per drum
Electronic Scrap (monitors, keyboards etc.)	\$.65/per lb
All Batteries (5gal or less \$95.00 min)	\$.95/per lb

All other waste streams case by case

Labor: "On-Site Specialty Work with Pre-approval"

Supervisor / Laborer (Prevailing Wage)	\$ 95.00/ per hr
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Materials, Equipment & Supplies:

1 x 55 Gal. Steel Drums (for oily solids, etc.)	\$ 52.50/drum
1 x 55 Gal. DOT Bag (for aerosols)	\$ 52.50/drum
All other type and size drums	\$ 65.00/drum
1 x 275 Gal. Tote	\$175.00/per tote
1 x 1 yd. Box (Includes liner & pallet)	\$ 95.00/each
4 ft. & 8 ft. boxes	\$ 5.00/per box
Absorbent Sweep (25 lb. bags)	\$ 6.99/bag
Absorbent Pads (100/per bag)	\$ 44.95/bag
Absorbent Rolls (30in. x 150ft.)	\$ 98.00/roll

"Split Perforated Roll 15in."

Absorbent Socks (4ft / 40 per case or 8ft / 20 per case)	\$112.00/case
2'x4' Spill Pallet (for haz-waste drum containment)	\$179.50/per pallet

All other supplies and materials available upon request

All paperwork including Labeling, Manifests, & Profiling	\$ Included
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FES Pricing for Bulk Disposal

Oil/water separators, Interceptors, Septage and tanks > 1,000 gallons"

Non-Hazardous Water and Solids

% Solids	Price/Per Gallon	Washout Fee
0-10%	.98/gal	\$150.00
<i>"> 3000 gallons</i>	<i>minus .25/gal."</i>	
Each additional		
10%	.10/gal.	
> 30%		\$275.00

***Analytical will be needed for waste acceptance of all Non-haz waste into final disposal facilities.**

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

MISCELLANEOUS WASTE REMOVAL RATES

Non-RCRA liquid and solids

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
0-3% sediment	1.25/gal	\$150.00
3-10%	1.45/gal.	
<i>"< 1000 gallons</i>	<i>Add .20/gal."</i>	
<i>"< 500 gallons</i>	<i>Add .40/gal."</i>	
Each additional		
10%	.12/gal.	
> 30%		\$275.00

Transportation:

Vacuum Truck "portal to portal"

80 Barrel \$ 95.00/per hr.

> 130 Barrel \$125.00/per hr.

"> 8 hr's or prevailing wage charge x 1.2 / > 12 hr's charge x 1.3"

"Includes energy surcharge unless fuel >\$4.00/per gal, then add 15%".

All other bulk waste streams case by case

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

(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.

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172.880 and has conducted employee background investigations in conformity with 49 CFR 172, subparts A and B,

(Company name)

for hazardous materials delivery to

(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.



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: May 8, 2014

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Consent to Disclosure JPMVEC Agreement to Mercuria

Proposal

Approve J.P. Morgan's request to disclose per its Letter of April 21, 2014, the following Agreements and related transactions/settlements information to Mercuria:

- NAESB Base Contract,
- Special Provisions to the NAESB Base Contract,
- Master Transaction Confirmation, and
- J.P.Morgan Chase & Company (J.P.Morgan) is the guarantor for J.P.Morgan Ventures Energy Corporation (JPMVEC) – 7/16/2010

Background

Under the Lodi Energy Center (LEC) Power Sales Agreement and Project Management and Operations Agreement, NCPA is responsible for fuel supply procurement, delivery and management for the LEC, and has a contract with JMVEC to carry out the management services and fuel supply. J.P. Morgan has entered into a Purchase & Sale Agreement with Mercuria Energy Group Limited and Mercuria Energy Trading SA (collectively and together with its subsidiaries, affiliates, advisors, credit support providers and representatives, "Mercuria") to sell its physical commodities portion of the business which provides the fuel supply procurement, delivery and management service to NCPA. The Sale is expected to close in the 3rd quarter of 2014. J.P. Morgan would like to disclose copies of NCPA's agreements and related activities to Mercuria to perform its due diligence review of all agreements proposed to be included in the Sale. J.P. Morgan advised it has entered into a confidentiality agreement with Mercuria to ensure that such information will be held in confidence and used solely for the purpose of evaluating the sale. J.P. Morgan has requested consent to disclose its NCPA agreements and related transactions/settlements information to Mercuria.

Fiscal Impact

Total cost of the project is expected to be minimal. This project was not included in the current fiscal year budget. Funds are available in the LEC Budget account to fund this project. Cost allocation will be based on generation entitlement share.

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 approve J.P. Morgan's request for disclosure to Mercuria of specified agreements and related transactions/settlements information for the purpose of Mercuria's due diligence review related to its purchase of the physical commodities portion of the business.

Prepared by:

/s/

THOMAS S.W. LEE
Manager Portfolio & Pool Operations
Power Management Department

Attachments: (1)

- J.P. Morgan Letter dated April 21, 2014

J.P.Morgan

April 21, 2014

Re: Consent to Disclosure

Dear Valued Client,

As you likely know, JPMorgan Chase & Co (“J.P. Morgan”) recently announced that it entered into a Purchase and Sale Agreement with Mercuria Energy Group Limited and Mercuria Energy Trading SA (collectively and together with its subsidiaries, affiliates, advisors, credit support providers and representatives, “Mercuria”) to sell J.P. Morgan’s physical commodities trading business as a going concern (the “Transaction”). The Transaction is expected to close in the third quarter of 2014.

In order for Mercuria to review the transactions proposed to be included in the Transaction, J.P. Morgan would like to disclose copies of your and your affiliates’ agreements with J.P. Morgan and its subsidiaries which are anticipated to be included as part of the Transaction, together with additional records and information related to those agreements, which may include information held by J.P. Morgan regarding your business, such as credit data, data collected to meet know-your-customer and similar legal obligations, as well as any physically-settled and financially-settled agreements you may have with J.P. Morgan and its subsidiaries that relate to J.P. Morgan’s physical commodities trading business (collectively, the “Agreements”). **J.P. Morgan would be grateful if you would indicate your acceptance of this disclosure by signing the attached Client Consent Form and returning the signed form back to us at the email address set forth below. We appreciate your response no later than Friday, May 16, 2014; if we do not hear back from you by that date, J.P. Morgan will assume that you do not object to the disclosure pursuant to the terms contained in this letter.**

J.P. Morgan assures you that it has entered into a customary confidentiality agreement with Mercuria to ensure that such information will be held in confidence and used solely for the purpose of evaluating the Transaction. Your consent to any disclosure that J.P. Morgan makes under this letter does not affect any of the other terms, conditions, rights or obligations under the Agreements (save for the consent under any associated confidentiality agreement for the disclosure of the Agreements and the terms thereof). We will, at a later date, be seeking your consent to assign those of your Agreements with J.P. Morgan’s subsidiaries that are anticipated to be a part of the Transaction. Furthermore, to the extent that any of your Agreements are supported by a guaranty from J.P. Morgan, such guaranty will not be impacted by the Transaction and such guaranty will continue to be in effect until such time, if any, that it is terminated in accordance with its terms, which terms do not permit termination of the guaranty with respect to any transaction entered into prior to its termination without your express consent. For clarification purposes, the Transaction does not contemplate the sale of the stock of J.P. Morgan Ventures Energy Corporation, JPMorgan Chase Bank, N.A. or J.P. Morgan Securities PLC.

We have attached a brief introductory letter from Mercuria and anticipate that further communications between you and Mercuria will take place as the Transaction progresses toward closing.

We appreciate and value the relationship that you have with J.P. Morgan and appreciate your cooperation with us as we engage in this process. If you have any queries in relation to this matter, please don’t hesitate to contact your J.P. Morgan salesperson, who would be very happy to assist.

Yours faithfully,

J.P. Morgan

Date: April 21, 2014

CLIENT CONSENT FORM

PLEASE RETURN TO J.P. MORGAN AT JPM.GCG.Consent.Mgt.E@jpmorgan.com

We hereby consent to the disclosure of the Agreements as requested and pursuant to the terms contained in this letter, which consent is provided as of the date set forth below.

For and on behalf of: _____
[Company Name]

Name: _____

Title: _____

Date: _____

[authorised representative]



Mercuria Energy Group Limited (“Mercuria”) is excited by the prospect of working with your company as we transition the commodities trading businesses of J.P. Morgan to the Mercuria platform. We are aware of the successful relationship you have experienced with J.P. Morgan and appreciate that this Transaction will raise questions regarding your future relationship with both J.P. Morgan and Mercuria.

We will be in contact with you in due course to provide deeper insight into Mercuria, to address your questions and to articulate the approach for moving the business from J.P. Morgan to Mercuria. To assist with establishing the Mercuria relationship we will follow up with a package of information, including our financials, to allow you to complete your due diligence on Mercuria.

As one of the largest independent trading groups globally with strong expertise in trading of physical and financial commodities, we are confident that the transition of your company’s agreements to Mercuria will be seamless and we look forward to working with you in the near future.

Yours faithfully,

Mercuria Energy Group Limited

CAISO Project Update

May 2014

Schedule

- Phase II Study being prepared
- Study results 11/21/14
- Schedule WorleyParsons to perform Switchyard review

Other Participants

- 945-LEC (assigned 70% of impact) 
- 962-15.5 MW Hydro 
- 972-20 MW Solar 
- 992-20 MW Solar 