



12745 N. Thornton Road
Lodi, CA 95242

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Agenda

Date: September 9, 2015

Subject: September 14, 2015 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 meeting begins, and (2) have a speaker phone available for any member of the public who may wish to attend at your location.

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NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA	CITY OF UKIAH 411 W Clay Street Ukiah, CA
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	CITY OF SANTA CLARA 1500 Warburton Avenue Santa Clara, CA	POWER & WATER RESOURCES POOLING AUTHORITY 915 L Street, Suite 1270 Sacramento, CA 95814

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

2. Meeting Minutes - Approval of August 10, 2015 regular meeting minutes

MONTHLY REPORTS

3. Operational Report for August 2015 - (*Jeremy Lawson*)

4. Market Data Report for August 2015 – Verbal Report (*Bob Caracristi*)

5. Monthly Asset Report – (*Michael DeBortoli*)

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

CONSENT CALENDAR

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

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

8. Financial Report for August - Approve by all Participants

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

10. GP Crane & Hoist – Staff seeking approval of a First Amendment to the existing three year Multi-Task General Services Agreement with GP Crane & Hoist increasing the not to exceed amount from \$90,000 to \$400,000 for crane and hoist maintenance, inspections and certification services for use at all NCPA facilities as well as NCPA Member and SCPPA locations.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 11. Bidding Adjustments for the One-Time Bill Credit Resulting from CPUC Decision**
15-04-024 - Staff to provide update (*Ken Goeke*)

INFORMATIONAL/ DISCUSSION ITEMS

- 12. Fuel Supply Procurement, Delivery and Management for LEC** – Staff to provide an update on the Assignment, Assumption and Consent Agreement among J.P. Morgan Ventures Energy Corporation, Mercuria Energy Gas Trading LLC, and NCPA for management services and fuel supply for the LEC and corresponding need for revision to PMOA Schedule 2.00, Fuel Supply Procurement, Delivery and Management (*Tony Zimmer*)
- 13. Other New Business**

ADJOURNMENT

Next Regular Meeting: October 12, 2015

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

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

**Lodi Energy Center
Project Participant Committee Meeting
August 10, 2015 - 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 10:01 a.m. by Vice Chairman Martin Caballero. He asked that roll be called of the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Lehr	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	0.2679%
CDWR - Werner	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Cadek	Absent	9.5000%
Lompoc - Hostler	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - McLaughlin	Absent	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	4	72.7500%
Absent	9	27.2500%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	8/10/2015	

Public Forum

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

2. Meeting Minutes

The draft minutes of the regular meeting held on July 13, 2015 were considered. The assistant secretary presented a proposed addition to the Minutes for Informational Item no. 13, Regulation Energy Revenues and Cost Comparison. The LEC PPC considered the following motion:

Date: 8/10/2015

Motion: The PPC approves the minutes of the July 13, 2015 regular meeting with the additional language added to item no. 13 as discussed at today's meeting.

Moved by: CDWR

Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	9.5000%
Lompoc	Absent	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	4	72.7500%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	9	27.2500%
Result:	Motion passed.	

MONTHLY REPORTS

3. Operational Reports for July 2015

Jeremy Lawson presented the Operational Report for July. There were no OSHA recordable accidents, no permit violations and no NERC/WECC violations.

Jeremy's report reflected monthly production of 103,023 MWH, 421 service hours, and equivalent operating availability of 99.21%. The report set forth the Capacity Factor @ 280MW Pmax of 49.45% and @ 302MW Pmax of 45.85%. He said the plant has seen some cycling. The heat rate is meeting the PMOA requirement. The plant had five hot starts, three warm starts, and one cold start. All startups were straight forward with nothing unusual.

4. Market Data Report for July 2015

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

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report/budget review for June. He noted that not all costs are in for the month or as needed for fiscal year end close so the June reports are too optimistic. He said the July asset report will be a better representation of the cost variations both up and down and annual estimates.

6. Bidding Strategies Report

Ken Goeke discussed regulation revenues and data related to the Day-Ahead market. He noted cycling the plant in July resulted in the best margins each day. To have run the plant continuously to avoid start-up costs would have cost more than running with the cycling costs. The pattern which emerged is that the plant has run Tuesday through Friday and then been off for the weekends. Surprisingly on July 29, which was the hottest day, the plant was cycled off. He noted that LEC is right in the middle of the plants in the fleet; and can't explain how the ISO is dispatching the resources. He discussed on peak day-ahead average LMPs, on peak day-ahead average congestion, and constraint contribution to the marginal congestion component. Since LEC sits right in the middle, the negative congestion is not an 8-Mile line issue. In response to a question from Martin Caballero about loads, Ken discussed contribution to a constraint in terms of whether it relieves a constraint or adds to it and how that affects negative congestion. He said hopefully we will see relief in the next couple of years to relieve congestion on this line.

Consent Calendar

The consent calendar was considered. Chairman Werner asked if any Participant wished to remove any item listed on the Consent Calendar for separate discussion. At the request of Ken Speer, Vice Chairman Caballero removed Item nos. 10 and 11, the Contra Costa Electric First Amendment and Evoqua Water Technologies LLC agreement. For the remaining items, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

Date: 8/10/2015

Motion: The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for July 2015; 8. Financial Reports for July 2015; and 9. GHG Reports for August 2015.

Moved by: CDWR

Seconded by: SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	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	5	74.7857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	25.2143%
Result:	Motion passed.	

Removed From Consent Calendar

10. Contra Costa Electric First Amendment

Ken Speer discussed the proposed First Amendment to the existing five year agreement with Contra Costa Electric increasing the not to exceed amount from \$80,000 to \$500,000 for electrical maintenance services. He advised that NCPA is in the process of expanding its enabling agreements for use not only at NCPA owned or operated facilities, but also by its Members, the Southern California Public Power Authority (SCPPA), or by SCPPA members. Additional provisions for that purpose have been added to this First Amendment with Contra Costa Electric. The LEC PPC considered the following motion:

Date: 8/10/2015

Motion: The PPC approves the First Amendment to the existing five year Multi-Task General Services Agreement with Contra Costa Electric increasing the not-to-exceed amount from \$80,000 to \$500,000 for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at all NCPA facilities as well as NCPA Member and SCPPA locations.

Moved by:

CDWR

Seconded by:

Lompoc

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	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	5	74.7857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	25.2143%
Results:	Motion passed.	

11. Evoqua Water Technologies LLC Agreement

Ken Speer introduced this item. He said the terms of this proposed five year Multi-Task General Services Agreement with Evoqua Water Technologies LLC for not to exceed \$1,400,000 for water treatment services also allows use at NCPA facilities, its members, and SCPPA locations. The LEC PPC considered the following motion:

Date: 8/10/2015

Motion: The PPC approves the five year Multi-Task General Services Agreement with Evoqua Water Technologies LLC for not-to-exceed \$1,400,000 for water treatment services, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at all NCPA facilities as well as NCPA Member and SCPPA locations.

Moved by:

Lompoc

Seconded by:

SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	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	5	74.7857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	25.2143%
Result:	Motion passed.	

BUSINESS ACTION ITEMS

12. Approval of Outage Schedule for Calendar Year 2016

Mike DeBortoli presented the final proposed outage schedule for calendar year 2016. It is prepared to fall within one month from May 1-29. As the outage approaches, staff may request outage days at the end of April to utilize the weekend for cool down which would not affect resource adequacy. Martin Caballero noted that the proposed schedule goes through Sunday, May 29 and expressed concern should the outage need to extend into June. Mike said there is always a risk because you never know what will be found when doing extensive work during an outage, but said in the past needed extensions have been minimal. The LEC PPC considered the following motion:

Date: 8/10/2015

Motion: The PPC approves the Outage Schedule for calendar year 2016 for the Lodi Energy Center project from May 1-29 as discussed at today's meeting.

Moved by: Lompoc

Seconded by: CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Absent	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	5	74.7857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	25.2143%
Result:	Motion passed.	

INFORMATIONAL ITEMS

13. Bidding Adjustments for the One-Time Bill Credit Resulting from CPUC Decision 15-04-024

As a follow up from the June LEC PPC meeting, as a result of the San Bruno explosion and the proceedings that followed, the CPUC approved a decision which, among other things, requires that PG&E provide a one-time \$400 million bill credit to its end-use natural gas customers. The question still pending is how the rebate will be given. A final decision will be forthcoming to answer that question. It was noted that a change in bid strategy may be implemented if the credit is given on a per therm basis. Martin Caballero's rough calculations are that LEC may be receiving a credit in the neighborhood of approximately \$3.5 million. This item will be brought back to the Committee in September.

14. Other New Business

None.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, September 14, 2015. The meeting was adjourned at 11:13 a.m.

Submitted by: Linda Stone



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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 9/14/2015
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

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

Outage Summaries:

- 8/31/15 – LEC underwent a planned and approved CAISO RIG outage from 08:00 to 13:30. The outage was to support a RIG cabinet upgrade.

Planned Outage Summaries:

- 2016, May 1st – May 29th: Hot Gas Path (HGP), Yard Upgrades (Current Transformers), Hot Reheat Valve (HRH), Misc.

Generating Unit Statistics:

LEC

Report**Date:**

Start Date 8/1/2015

End Date 8/31/2015

1. Monthly Production 137,230 MWH
2. Productivity Factor
 - a. Service Hours 559 Hours
 - b. Service Factor 75.15 %
 - c. Capacity Factor @ 280MW Pmax 65.87 %
 - d. Capacity Factor @ 302MW Pmax 61.07 %
3. Equivalent Operating Availability (EOA) 100.00 %
4. Forced Outage Rate (FOR)
 - a. Combustion Turbine Generator 0.00 %
 - b. Steam Turbine Generator 0.00 %
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	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	6,870	6870	0.00%	0	\$0
Seg. 3	275 - 284	6,954	6971	-0.25%	44,462	-\$3,071
Seg. 4	250 - 275	6,982	7081	-1.40%	52,379	-\$20,763
Seg. 5	225 - 250	7,046	7130	-1.18%	13,702	-\$4,594
Seg. 6	200 - 225	7,144	7315	-2.34%	9,615	-\$6,581
Seg. 7	175 - 225	7,328	7711	-4.97%	10,776	-\$16,522
Seg. 8	165 - 175	7,615	7856	-3.07%	4,985	-\$4,814
					135,918	-\$56,345

6. AGC Control Deviation

MW Range		High Dev	Low Dev	Absolute Dev	Cost
		MWH	MWH	MWH	\$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	0	0	0	\$0
Seg. 3	275 - 284	92	-205	297	\$8,275
Seg. 4	250 - 275	157	-302	459	\$12,829
Seg. 5	225 - 250	80	-46	126	\$3,545
Seg. 6	200 - 225	61	-40	101	\$2,878
Seg. 7	175 - 225	63	-41	105	\$3,063
Seg. 8	165 - 175	23	-9	32	\$974
		477	-643	1,120	\$31,564

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	2	3	0
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	80.5	172.7	235.0
Start Time Deviation (%)	-5.3%	7.9%	0.0%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,448	3,424	5,430
Fuel Deviation	-26.4%	-34.2%	0.0%
Costs of Fuel Deviations (\$)	-\$2,076	-\$7,104	\$0

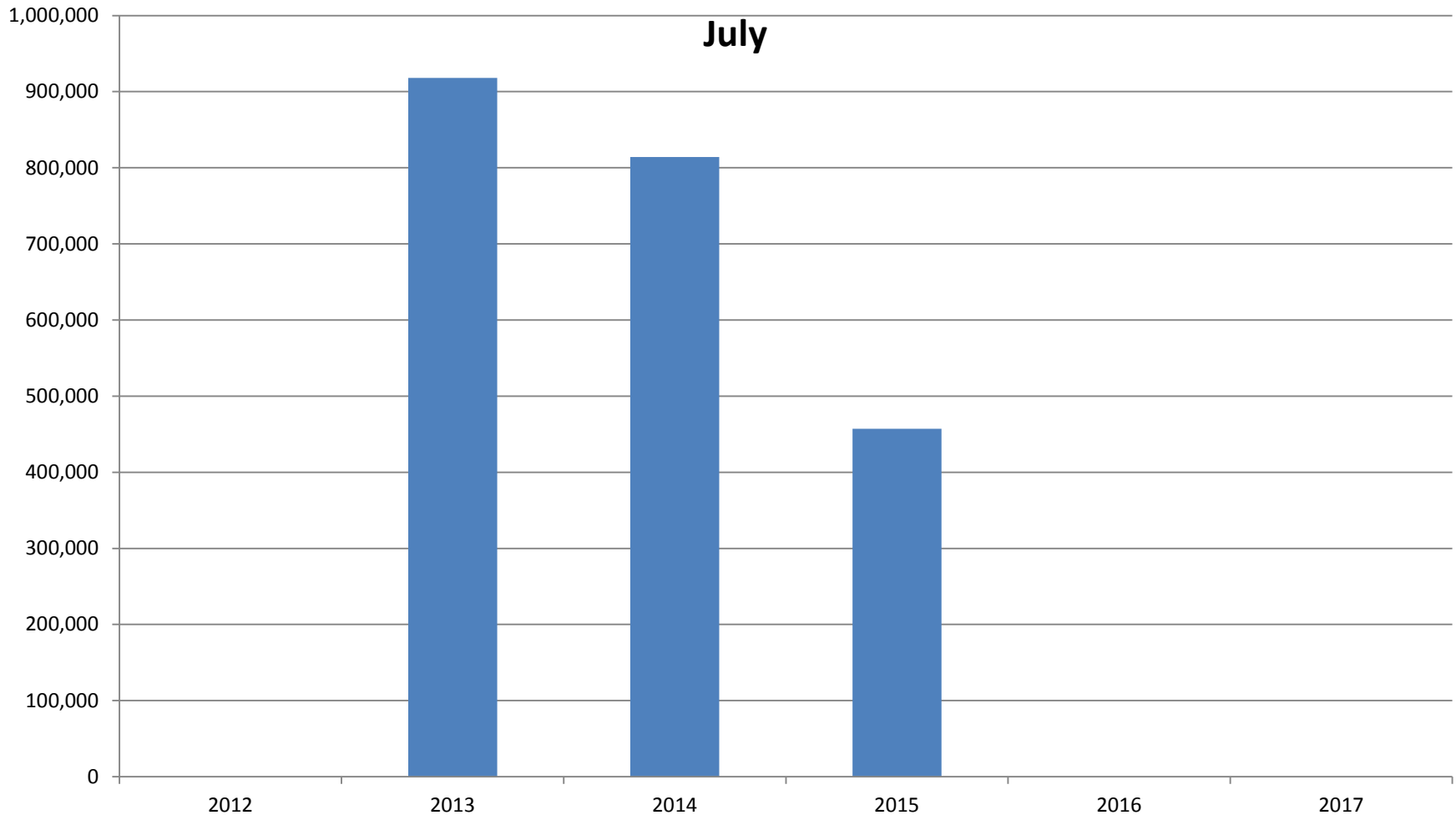
Definitions:

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

July Asset Report

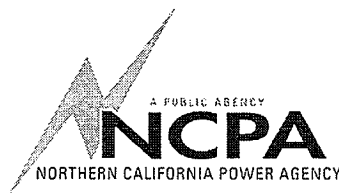
	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	3,887,446	4,117,892	6,627,335	(230,446)	-6%	
VOM	3,176,314	3,256,746	6,034,151	(80,432)	-2%	
Fixed	622,385	772,977	791,220	(150,592)	-19%	Less than Planned Maintenance / Parts
Projects	150,000	150,000	246,216	0	0%	
A&G	116,700	191,174	191,174	(74,474)	-39%	
Debt	2,203,974	2,203,444	2,203,444	530	0.02%	
Net Cost	(2,381,927)	(2,456,448)	(2,838,869)	74,521	-3%	
Net Annual Cost		(38,001,369)	(38,335,380)	\$334,012		
				Below budget by 0.87%		

Historical Margins



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 09/09/2015

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2016 Budget	Percent Used	Comments
VOM	3,176,314	4,271,658	4,471,138	5,486,424	3,655,878	3,565,916	4,287,226	3,503,504	3,745,405	3,366,938	1,736,703	2,077,177	43,344,281	62,570,196	69.3%	
Capacity Factor	49%	66%	69%	69%	55%	50%	49%	51%	52%	40%	25%	25%	50%	58%	86.3%	
Fuel Consumed (mmBTU, estimated)	747,890	972,815	987,098	1,026,582	789,679	738,349	718,607	710,711	767,568	576,465	367,201	355,355	8,758,320	10,997,634	79.6%	
Avg Fuel Cost (\$/mmBTU)	3.51	3.46	3.60	3.65	3.70	3.90	4.00	4.00	3.95	3.80	3.80	3.85	3.74	4.53	82.6%	
Power Produced (MWhr, estimated)	103,885	137,230	139,028	144,589	111,222	103,993	101,212	100,100	108,108	81,192	51,718	50,050	1,232,328	1,605,494	76.8%	
Avg Power Price (\$/MWhr)	37.27	36.21	37.00	38.00	37.00	36.00	36.00	35.00	33.00	32.00	32.00	32.00	35.63	40.16	88.7%	
Operations / Variable / LTSA	1,784	159,187	161,272	952,835	129,018	120,632	862,201	116,116	125,405	734,684	59,993	436,787	3,859,914	4,844,522	79.7%	
Fuel (estimated)	2,623,866	3,365,940	3,553,554	3,747,025	2,921,811	2,879,563	2,874,430	2,842,843	3,031,892	2,190,568	1,395,362	1,368,118	32,794,971	49,851,535	65.8%	
AB32 GHG Offset (estimated)	505,745	686,150	695,140	722,945	556,112	519,964	506,062	500,501	540,541	405,962	258,592	250,250	6,147,962	7,216,850	85.2%	
CA ISO Charges (estimated)	44,919	60,381	61,172	63,619	48,938	45,757	44,533	44,044	47,568	35,725	22,756	22,022	541,434	657,289	82.4%	
Routine O&M (Fixed)	622,385	772,976	772,982	774,198	1,594,197	774,202	774,197	774,195	774,201	774,197	1,435,103	974,198	10,817,026	10,217,618	105.9%	
Maintenance / Fixed	36,849	139,091	139,091	139,091	139,091	139,091	139,091	139,091	139,091	139,091	800,000	139,091	2,227,761	1,780,003	125.2%	Unplanned STG repair included for May.
Administration	87,552	109,680	109,681	109,680	109,680	109,681	109,680	109,680	109,681	109,680	109,680	109,680	1,294,035	1,316,163	98.3%	
Mandatory Costs	26,519	19,583	19,583	19,583	19,583	19,583	19,583	19,583	19,583	19,583	19,583	19,583	241,936	235,000	103.0%	
Inventory Stock	0	33,333	33,334	33,333	33,333	33,334	33,333	33,333	33,334	33,333	33,333	33,334	366,667	400,000	91.7%	
Labor	365,086	365,085	365,088	365,086	365,085	365,088	365,086	365,085	365,088	365,086	365,085	565,086	4,581,034	4,381,034	104.6%	
Insurance	0	0	0	0	820,000	0	0	0	0	0	0	0	820,000	820,000	100.0%	
Power Management & Settlements	102,379	102,379	102,379	102,379	102,379	102,379	102,379	102,378	102,378	102,378	102,378	102,378	1,228,543	1,228,543	100.0%	
Other Costs	4,000	3,824	3,825	5,045	5,045	5,045	5,044	5,044	5,045	5,045	5,044	5,045	57,051	56,875	100.3%	
Projects	150,000	150,000	196,000	185,000	400,000	195,000	150,000	150,000	270,740	175,000	782,849	150,000	2,954,589	2,954,589	100.0%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	0	46,000	35,000	100,000	45,000	0	0	120,740	25,000	0	0	371,740	371,740	100.0%	
Capital Projects	0	0	0	0	150,000	0	0	0	0	0	632,849	0	782,849	782,849	100.0%	
A&G	116,700	0	191,174	191,174	191,174	191,174	191,174	191,174	191,174	191,174	191,174	191,174	2,028,443	2,294,092	88.4%	
Administrative & General (Allocated)	102,664	0	158,792	158,792	158,792	158,792	158,792	158,792	158,792	158,792	158,792	158,792	1,690,584	1,905,504	88.7%	
Generation Services Shared	14,036	0	32,382	32,382	32,382	32,382	32,382	32,382	32,382	32,382	32,382	32,382	337,859	388,588	86.9%	
Total O&M Cost	4,065,399	5,194,633	5,631,293	6,636,796	5,841,249	4,726,292	5,402,597	4,618,872	4,981,520	4,507,309	4,145,830	3,392,549	59,144,340	78,036,495	75.8%	
Debt Service	2,203,974	0	2,203,413	2,203,414	2,203,413	2,203,413	2,203,414	2,203,414	2,203,414	2,203,414	2,203,414	2,203,414	24,238,111	26,440,994	91.7%	
Revenues	3,887,446	5,101,615	5,276,551	5,626,900	4,247,743	3,876,262	3,776,161	3,636,021	3,700,086	2,730,672	1,787,506	1,734,120	45,381,082	66,142,109	68.6%	
ISO Energy Sales (estimated)	3,871,286	4,969,098	5,144,033	5,494,383	4,115,226	3,743,744	3,643,644	3,503,504	3,567,568	2,598,154	1,654,988	1,601,602	43,907,229	64,481,398	68.1%	
Other Income	16,160	132,517	132,518	132,517	132,517	132,518	132,517	132,517	132,518	132,518	132,518	132,518	1,473,853	1,660,711		
Net	(\$2,381,927)	(\$93,018)	(\$2,558,155)	(\$3,213,309)	(\$3,796,919)	(\$3,053,443)	(\$3,829,850)	(\$3,186,266)	(\$3,484,849)	(\$3,980,051)	(\$4,561,738)	(\$3,861,843)	(\$38,001,369)	(\$38,335,380)	Below budget by 0.87%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: September 14, 2015
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended August 31, 2015

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

Cash - At month end cash totaled \$1,393,289.

Investments - The carrying value of the LEC's investment portfolio totaled \$29,896,869 at month end. The current market value of the portfolio totaled \$29,873,230.

The overall portfolio had a combined weighted average interest rate of 0.841% with a bond equivalent yield (yield to maturity) of 0.888%. Investments with a maturity greater than one year totaled \$17,387,000. August maturities totaled \$2 million. During the month \$5 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 basis points stayed the same (at 0.06%) and rates on one year T-Bills increased 3 basis points (from 0.33% to 0.36%).

To the best of my knowledge and belief, all securities held by LEC as of August 31, 2015 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

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

Respectfully submitted,

DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

AUGUST 31, 2015

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
August 31, 2015

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	6,723,754	6,723,754	21.49%	6,723,766
Debt Service Reserve	-	11,824,759	11,824,759	37.79%	11,812,482
O & M Reserve	-	11,277,346	11,277,346	36.04%	11,265,972
	-	29,825,859	29,825,859	95.32%	29,802,220
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	71,009	71,009	0.23%	71,009
Transmission Upgrade Escrow ¹	1,393,289		1,393,289	4.45%	
Participant Deposit Account	-	1	1	0.00%	1
	\$ 1,393,289	\$ 29,896,869	\$ 31,290,158	100.00%	\$ 29,873,230

NOTE A -Investment amounts shown at book carrying value.

1 Amount held in escrow.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
August 31, 2015

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 49	\$ -	\$ -	\$ (2,202,730)	\$ 2,202,681	\$ -
Debt Service Reserve	-	18,301	-	-	(18,301)	-	-
O & M Reserve	-	(1,375)	2,431,845	-	(2,998,142)	567,672	-
	-	16,975	2,431,845	-	(5,219,173)	2,770,353	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹		23					23
Participant Deposit Account	-	-	-	-	-	-	-
							-
TOTAL	\$ -	\$ 16,998	\$ 2,431,845	\$ -	\$ (5,219,173)	\$ 2,770,353	\$ 23

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

1 Amount held in escrow.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
August 31, 2015

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	2,202,730	-	116	-	-	2,202,846
Debt Service Reserve	18,301	-	(50)	-		18,251
O & M Reserve	2,998,142	(2,431,845)	(198)	-		566,099
	<u>5,219,173</u>	<u>(2,431,845)</u>	<u>(132)</u>	<u>-</u>	<u>-</u>	<u>2,787,196</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		-	-	-		-
Participant Deposit Acct.		-	-	-	-	-
TOTAL	<u>\$ 5,219,173</u>	<u>\$ (2,431,845)</u>	<u>\$ (132)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,787,196</u>

Less Non- Cash Activity

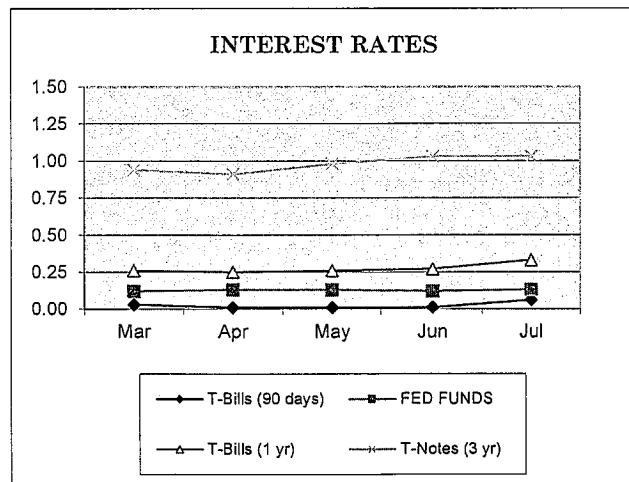
Disc/(Prem) Amortization & Gain/(Loss) on Sale	132
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,787,328</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
August 31, 2015

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>0.841%</u>	<u>0.888%</u>
Debt Service Account	0.155%	0.157%
Debt Service Reserve	1.008%	1.044%
O & M Reserve	1.080%	1.164%
GHG Cash Account	0.284%	0.284%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	0.15%	0.09%
T-Bills (90da.)	0.06%	0.03%
Agency Disc (90da.)	0.18%	0.05%
T-Bills (1yr.)	0.36%	0.11%
Agency Disc (1yr.)	0.39%	0.16%
T-Notes (3yr.)	0.98%	0.97%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
August 31, 2015**

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	\$0	\$6,723	\$0	\$0	\$0	\$17,387	\$0	\$24,110	81.01%
US Bank Trust Money Market	3,370							3,370	11.32%
Commercial Paper								0	0.00%
Investment Trusts (LAIF)	2,281							2,281	7.67%
U.S.Treasury Market Acct.								0	0.00%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$5,651	\$6,723	\$0	\$0	\$0	\$17,387	\$0	\$29,761	100.00%
Total Percents	18.99%	22.59%	0.00%	0.00%	0.00%	58.42%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

08/31/2015

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	902	0.100	07/01/2013	902		1	0.100	902	SYS79003	79003	902
Federal Home Loan Ba	USBT	2,082,000	0.155	08/28/2015	2,081,148	12/01/2015	91	0.157	2,081,188	313384PY9	26239	2,081,184
Fund Total and Average		\$ 2,082,902	0.155		\$ 2,082,050		91	0.157	\$ 2,082,090			\$ 2,082,086

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	677	0.100	07/01/2013	677		1	0.100	677	SYS79004	79004	677
Federal Home Loan Ba	USBT	2,255,000	0.155	08/28/2015	2,254,078	12/01/2015	91	0.157	2,254,121	313384PY9	26240	2,254,116
Fund Total and Average		\$ 2,255,677	0.155		\$ 2,254,755		91	0.157	\$ 2,254,798			\$ 2,254,793

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	901	0.100	07/01/2013	901		1	0.100	901	SYS79011	79011	901
Federal Home Loan Ba	USBT	1,303,000	0.154	08/28/2015	1,302,467	12/01/2015	91	0.157	1,302,492	313384PY9	26241	1,302,489
Fund Total and Average		\$ 1,303,901	0.155		\$ 1,303,368		91	0.157	\$ 1,303,393			\$ 1,303,390

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	907	0.100	07/01/2013	907		1	0.100	907	SYS79012	79012	907
Federal Home Loan Ba	USBT	1,083,000	0.155	08/28/2015	1,082,557	12/01/2015	91	0.157	1,082,578	313384PY9	26242	1,082,576
Fund Total and Average		\$ 1,083,907	0.155		\$ 1,083,464		91	0.157	\$ 1,083,485			\$ 1,083,483

GRAND TOTALS:	\$ 6,726,387	0.155	\$ 6,723,637	91	0.157	\$ 6,723,766	\$ 6,723,752
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*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 08/31/2015



Northern California Power Agency

Treasurer's Report

08/31/2015

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	18,852	0.100	07/01/2013	18,852		1	0.100	18,852	SYS79005	79005	18,852
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	727	0.977	4,168,916	3135GOMZ3	26136	4,171,203
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,742	1.850	4,277,011	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,475,852	1.366		\$ 8,477,812		1239	1.417	\$ 8,464,779			\$ 8,477,055

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,162	0.100	07/01/2013	2,261,162		1	0.100	2,261,162	SYS79006	79006	2,261,162
Fund Total and Average		\$ 2,261,162	0.100		\$ 2,261,162		1	0.100	\$ 2,261,162			\$ 2,261,162

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,541	0.100	07/01/2013	1,086,541		1	0.100	1,086,541	SYS79013	79013	1,086,541
Fund Total and Average		\$ 1,086,541	0.100		\$ 1,086,541		1	0.100	\$ 1,086,541			\$ 1,086,541

GRAND TOTALS: \$ 11,823,555 1.008 \$ 11,825,515 888 1.044 \$ 11,812,482 \$ 11,824,758

*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 08/31/2015

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



Northern California Power Agency
Treasurer's Report
08/31/2015

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		2,281,333	0.283	07/01/2013	2,281,333		1	0.283	2,281,333	SYS70047	70047	2,281,333
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Farm Credit	UBOC	2,997,000	1.220	09/23/2014	2,998,499	09/18/2017	748	1.202	2,998,289	3133EDV74	26161	2,998,027
Federal Home Loan Mt	UBOC	3,000,000	0.750	06/30/2015	3,000,000	06/28/2018	1,031	1.738	2,999,940	3134G66X6	26232	3,000,000
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	1,267	1.220	2,986,410	3135G0ZA4	26248	2,997,986
Fund Total and Average		\$ 11,211,333	1.080		\$ 11,277,974		810	1.164	\$ 11,265,972			\$ 11,277,346
GRAND TOTALS:		\$ 11,211,333	1.080		\$ 11,277,974		810	1.164	\$ 11,265,972.			\$ 11,277,346

*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 08/31/2015

Investment # 26161 – FFCB - Callable 9/18/2015, then anytime.
Investment # 26232 – FHLMC –Callable Quarterly.



Northern California Power Agency
Treasurer's Report
08/31/2015

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,009	0.283	07/01/2013	71,009		1	0.283	71,009	SYS70046	70046	71,009
Fund Total and Average		\$ 71,009	0.284		\$ 71,009		1	0.284	\$ 71,009			\$ 71,009
GRAND TOTALS:		\$ 71,009	0.284		\$ 71,009		1	0.284	\$ 71,009.			\$ 71,009

*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 08/31/2015



Northern California Power Agency
Treasurer's Report
08/31/2015

LEC Construction Revolving

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

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2015



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LEC Financial Reports

AGENDA ITEM NO.: 8

Date: September 14, 2015

Subject: August 31, 2015 Financial Reports (Unaudited)

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

	August 31	
	2015	2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 71,009	\$ 70,825
Accounts receivable		
Others	405	-
Interest receivable	24,431	14,869
Inventory and supplies - at average cost	1,474,440	1,263,331
Due from (to) Agency, net	23,400,577	16,260,363
TOTAL CURRENT ASSETS	24,970,862	17,609,388
RESTRICTED ASSETS		
Cash and cash equivalents	7,044,566	8,365,021
Investments	24,174,581	21,596,527
Interest receivable	19,818	1,292
TOTAL RESTRICTED ASSETS	31,238,965	29,962,840
ELECTRIC PLANT		
Electric plant in service	423,409,849	423,372,867
Less: accumulated depreciation	(40,167,003)	(25,567,530)
	383,242,846	397,805,337
Construction work-in-progress	51,541	-
TOTAL ELECTRIC PLANT	383,294,387	397,805,337
OTHER ASSETS		
Regulatory assets	16,756,357	13,389,713
TOTAL OTHER ASSETS	16,756,357	13,389,713
TOTAL ASSETS	\$ 456,260,571	\$ 458,767,278

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

	August 31	
	2015	2014
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 3,392,357	\$ 2,549,374
Operating reserves	14,045,055	11,724,923
Current portion of long-term debt	9,480,000	9,025,000
Accrued interest payable	4,235,421	4,346,880
TOTAL CURRENT LIABILITIES	31,152,833	27,646,177
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	5,491,058	981,859
Long-term debt, net	362,316,616	372,666,989
TOTAL NON-CURRENT LIABILITIES	367,807,674	373,648,848
TOTAL LIABILITIES	398,960,507	401,295,025
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	44,247,223	45,605,761
NET POSITION		
Invested in capital assets, net of related debt	(4,168,337)	(15,583,535)
Restricted	9,687,728	13,981,320
Unrestricted	7,533,450	13,468,707
TOTAL NET POSITION	13,052,841	11,866,492
TOTAL LIABILITIES AND NET POSITION	\$ 456,260,571	\$ 458,767,278

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

	Two Months Ended August 31	
	2015	2014
SALES FOR RESALE		
Participants	\$ 11,791,353	\$ 7,339,447
Other	9,493,572	8,633,137
TOTAL SALES FOR RESALE	21,284,925	15,972,584
OPERATING EXPENSES		
Operations	6,694,089	7,749,409
Depreciation	2,433,390	2,433,175
Purchased power	648,336	-
Maintenance	581,628	577,363
Administrative and general	860,728	766,167
Transmission	106,453	(405,322)
Intercompany (sales) purchases	29,840	37,739
TOTAL OPERATING EXPENSES	11,354,464	11,158,531
NET OPERATING REVENUES	9,930,461	4,814,053
OTHER REVENUES (EXPENSES)		
Interest expense	(2,706,158)	(2,744,808)
Interest income	74,524	47,422
Other	888,785	(629,593)
TOTAL OTHER REVENUES (EXPENSES)	(1,742,849)	(3,326,979)
FUTURE RECOVERABLE AMOUNTS	365,642	771,565
REFUNDS TO PARTICIPANTS	(23)	65
INCREASE IN NET POSITION	8,553,231	2,258,704
NET POSITION		
Beginning of year	4,499,610	9,607,788
End of period	\$ 13,052,841	\$ 11,866,492

**Lodi Energy Center
FY 2016 Operating Costs
As of August 31, 2015**

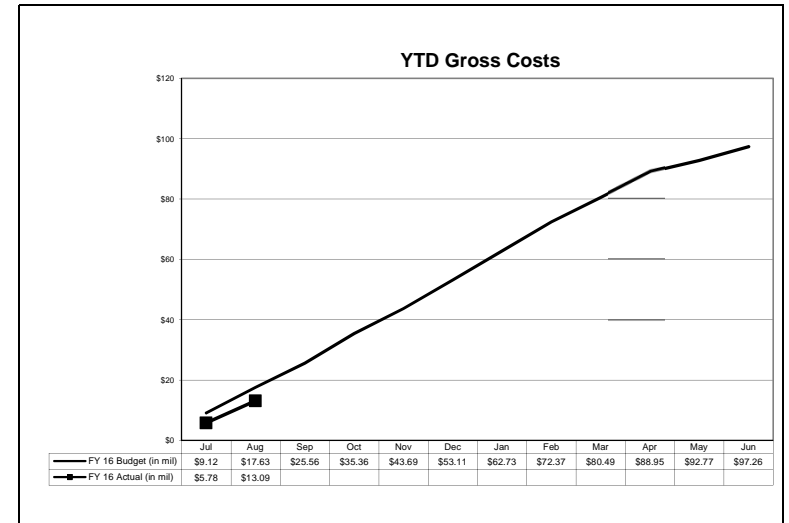
	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 4,844,523	\$ 208,127	\$ 4,636,396	96%	
Fixed	1,780,003	245,872	1,534,131	86%	
Administration	1,316,163	189,332	1,126,831	86%	
Mandatory Costs	235,000	99,125	135,875	58%	
Inventory Stock	400,000	-	400,000	100%	
Routine O&M Costs without Labor	8,575,689	742,456	7,833,233	91%	
Labor	4,381,034	631,478	3,749,556	86%	
Total Routine O&M Cost	12,956,723	1,373,934	11,582,789	89%	
Other Costs					
Fuel	49,851,536	5,670,006	44,181,530	89%	
CA ISO Charges	657,289	106,453	550,836	84%	
CA ISO Purchased Energy	-	648,336	(648,336)	N/A	
Debt Service	26,440,994	4,407,947	22,033,047	83%	
Insurance	820,000	-	820,000	100%	
Other Costs	56,875	24,260	32,615	57%	
Generation Services Shared	388,592	29,840	358,752	92%	
Administrative & General (Allocated)	1,905,508	259,588	1,645,920	86%	
Power Management Allocated Costs	1,228,543	204,757	1,023,786	83%	
Total O&M Cost	94,306,060	12,725,121	81,580,939	87%	
Projects					
Operations & Maintenance	371,740	51,810	319,930	86%	
Capital	782,849	8,229	774,620	99%	
Maintenance Reserve	1,800,000	300,000	1,500,000	83%	
Total Projects	2,954,589	360,039	2,594,550	88%	
Annual Cost	97,260,649	13,085,160	84,175,489	87%	
Less: Third Party Revenue					
Interest Income	44,489	32,807	11,682	26%	
ISO Energy Sales	67,279,734	9,218,820	58,060,914	86%	
Ancillary Services Sales	1,616,222	274,752	1,341,470	83%	
Other Income	-	-	-	N/A	
	68,940,445	9,526,379	59,414,066	86%	
Net Annual Cost to Participants	\$ 28,320,204	\$ 3,558,781	\$ 24,761,423	87%	
Total Variable Costs	45,307,512	5,984,586	39,322,926		
Total Fixed Costs	45,570,833	7,100,574	38,470,259		
	\$ 90,878,345	\$ 13,085,160	\$ 77,793,185		
Net Cumulative Generation (MWh)	1,605,494	241,146			
Total O&M Cost Per MWh	\$ 58.74	\$ 52.77			
Net Annual Cost Per MWh	\$ 17.64	\$ 14.76			

Footnotes:

A - Non-budgeted costs due to load balancing requirements at CA ISO.

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

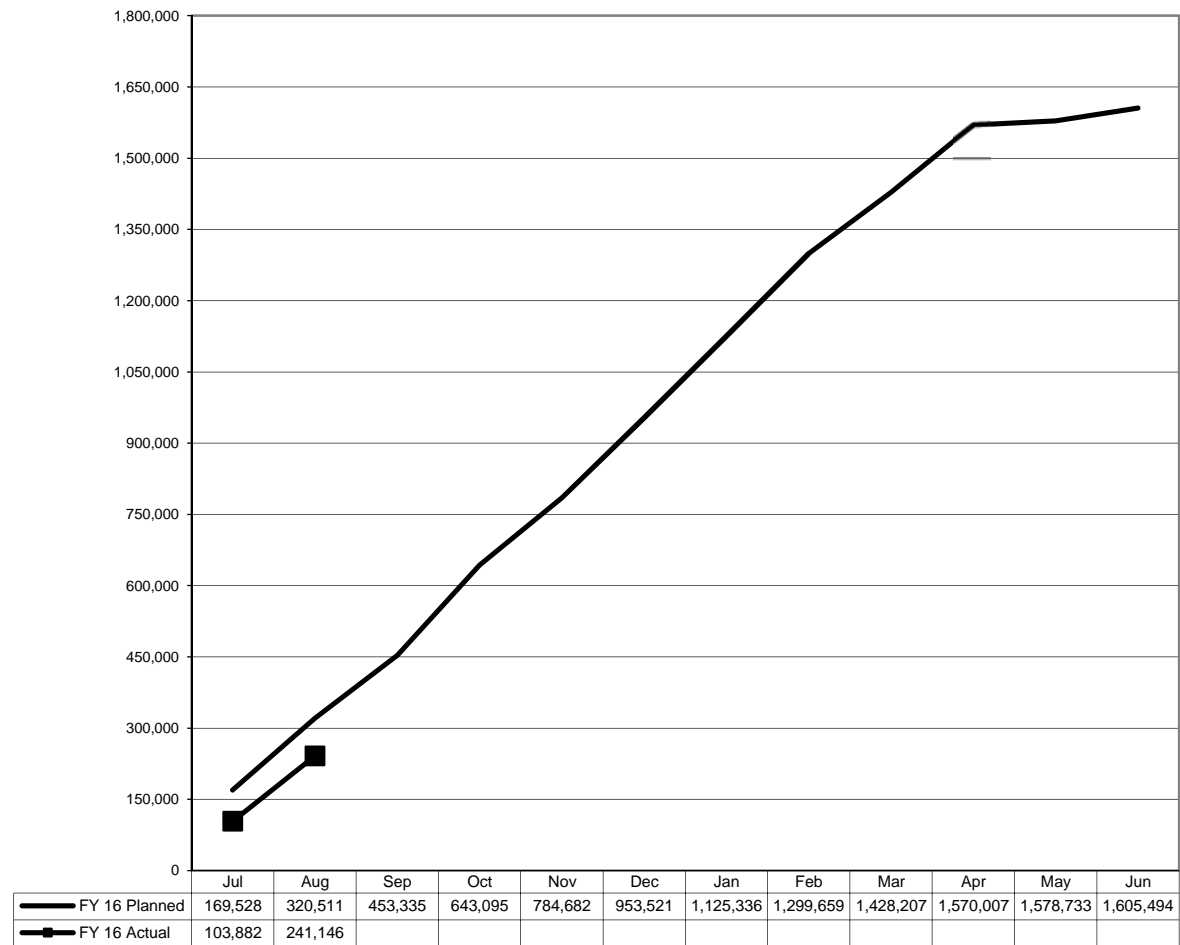
C - Higher costs due to annual trustee fee paid during month. Variance expected to level out during the year.



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

In MWh

Lodi Energy Center



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

IDENTIFIER	Actual													Compliance Year 2013
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,092	462,120
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,120	462,120
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)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,513)	(45,513)

2013 NCPA Air Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2014 NCPA Air Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2014
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	40,997	500,092
Cumulative MT Obligation (MT)	513,478	572,447	618,793	639,908	667,542	687,600	732,756	759,540	827,080	901,095	782,299	823,296	823,296
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0		13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,502)	(87,533)	(89,253)	(93,138)	(66,794)	(185,184)	(140,028)	(113,244)	(59,290)	(35,795)	(116,025)	(75,378)	(75,378)

2015 NCPA Air Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2015 NCPA Air Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center															
	Actual							Estimated					Compliance Year 2015 Total	Cumulative Totals Total		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER			Charge Code	Source
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	187,981	139,027	144,588	111,222	103,992	1,737,405	4,261,155		Forecast/Meter
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	1,315,864	973,190	1,012,118	778,552	727,946	12,214,279	30,044,572		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054				MARS
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	71,011	52,518	54,619	42,015	39,284	659,144	1,621,355		derived
Cumulative MT Obligation (MT)	897,145	955,068	1,025,184	1,093,692	1,128,555	1,183,029	1,222,993	1,294,004	1,346,522	1,401,141	1,443,156	1,482,439	1,482,439	2,767,855		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	41,342	250	250,100	15,000	86,000	113,542	26,533	0	0	0	0	0	532,767	1,523,357		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)	41,342	250	250,100	15,000	86,000	113,542	26,533	0	0	0	0	0	532,767	1,523,357		
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	138,916		CITSS
													0			
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	113,542	26,533	0	0	0	0	0	532,767	1,570,357		derived
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,404,908	1,431,441	1,431,441	1,431,441	1,431,441	1,431,441	1,431,441	1,404,908	1,431,441		derived
MTA Shortfall (MT)	(42,871)	14,802	(165,182)	(111,674)	(162,811)	(221,879)	(208,448)	(137,437)	(84,919)	(30,300)	11,715	50,998	77,531	1,336,414	MTA SHORTFALL	derived

Forecast for July 2015 - Dec 2015 has been updated.

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) September 2015															
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code
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%	
Obligation Accounts															
Current MT Compliance Obligation (MTO) Balance (MT)	37,510	88,870	3,607	451,085	26,450	22,121	127,920	27,411	144,270	10,580	35,924	346,729	24,045	1,346,522	
Current MT Compliance Instrument Account (MTA) Balance (MT)	39,130	88,871	4,209	509,463	29,850	24,552	127,920	37,372	163,116	10,979	39,081	384,229	24,755	1,483,527	
MTA Shortfall (MT)	(1,620)	(0)	(602)	(58,378)	(3,401)	(2,431)	(0)	(9,961)	(18,846)	(399)	(3,157)	(37,500)	(711)	(137,005)	MTA SHORTFALL
Monthly GHG Price \$/MT	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	12.69	MTA SHORTFALL
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL
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
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: September 9, 2015
To: Lodi Energy Center Project Participant Committee
Subject: GP Crane & Hoist Services – First Amendment to Three Year Multi-Task General Services Agreement; **Applicable to the following projects: All NCPA locations**

Proposal

Approve a First Amendment to the three year Multi-Task General Services Agreement with GP Crane & Hoist Services increasing the not to exceed amount from \$90,000 to \$400,000 for crane maintenance, inspections and certification services as needed at any facilities owned and/or operated by NCPA, by its members, by the Southern California Public Power Authority ("SCPPA") or by SCPPA members.

Background

NCPA entered into a three year Multi-Task General Services Agreement with GP Crane and Hoist Services on September 9, 2013 for an amount not to exceed \$90,000. Under that agreement, GP Crane & Hoist Services has been providing regular maintenance, inspection and certification services at the Geothermal Facility for the shop crane, Boom Truck and large overhead cranes in Plant 1 and Plant 2. The need for major maintenance of the 30 plus year old overhead plant cranes at Geo was identified during its last overhauls. This amendment would increase the contract not to exceed amount from \$90,000 to \$400,000 and expand its use to include any facilities owned and/or operated by NCPA, by its members, by the Southern California Public Power Authority ("SCPPA") or by SCPPA members.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. When work is required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. Bids are awarded to the lowest cost provider. NCPA also has an enabling agreement with KoneCranes, Inc. and solicits bids from as many contractors as possible. Purchase orders will be issued based on cost and availability of the services needed at the time work is required.

Fiscal Impact

The total cost of the agreement will be not-to-exceed \$400,000 over the three year term. Allocation of funds will be based on the Commission approved annual budgets. A large portion of the funds under this agreement are included in the Geothermal approved FY15 budget. All 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

NCPA staff recommends that the PPC pass a motion approving the First Amendment to the existing three year Multi-Task General Services Agreement with GP Crane & Hoist Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$90,000 to \$400,000 for services as needed at any facilities owned and/or operated by NCPA, by its members, by the Southern California Public Power Authority ("SCPPA") or by SCPPA members.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (2)

- First Amendment to Multi-Task Agreement with GP Crane & Hoist Services
- Multi-Task General Services Agreement with GP Crane & Hoist Services



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GP CRANE & HOIST SERVICES

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and GP Crane and Hoist Services ("Contractor") (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, the Parties entered into a three year Multi-Task General Services Agreement dated effective September 9, 2013, (the "Agreement") for GP Crane and Hoist Services to provide crane and hoist inspection and maintenance services at the NCPA Geothermal Facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a not to exceed amount of \$90,000.00 to a not to exceed amount of \$400,000; and

WHEREAS, the Agency now desires to amend the Agreement to add section 6.4 entitled "Certification as to California Energy Commission" and the corresponding Exhibit C which was previously intentionally omitted; and

WHEREAS, the Agency now desires to amend the Agreement to add a new section 6.5 entitled "Maintenance Labor Agreement Lodi Energy Center Project" and attach as Exhibit D the "Agreement To Be Bound" which pertains to work performed at the Lodi Energy Center facility only; and

WHEREAS, the Agency now desires to amend Section 10. PROJECT SITE, to expand the locations at which Contractor may perform Work under this Agreement to include not only any facilities owned and/or operated by the Agency, but also by the Agency's members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members; and

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** Four Hundred Thousand dollars (\$400,000.00) 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.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 6.4-Certification as to California Energy Commission, is added to the Agreement as follows:

6.4 Certification as to California Energy Commission. If requested by the Agency, Contractor shall execute Exhibit C "CERTIFICATION-Affidavit of Compliance for Contractors" for the Lodi Energy Center Project.

3. Section 6.5-Maintenance Labor Agreement Lodi Energy Center Project is added to the Agreement as follows:

6.5 Maintenance Labor Agreement Lodi Energy Center Project. If requested by the Agency, Contractor shall execute Exhibit D "AGREEMENT TO BE BOUND" certifying and agreeing that it shall be bound by the Maintenance Labor Agreement for the Lodi Energy Center Project.

4. Section 10-PROJECT SITE of the Agreement is amended and restated to read as follows:

Section 10. PROJECT SITE.

10.1 Project Site Locations. The Project site at which Contractor may perform Work under this Agreement shall include any facilities owned and/or operated by the Agency, by the Agency's members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

10.2 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.

///

10.3 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. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. 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.

10.4 Use of Agency Equipment. Contractor shall assume the risk and is solely responsible for its use of any equipment and property owned and/or provided by Agency, its members, SCPPA, or its members for the performance of Work.

5. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
6. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

GP CRANE AND HOIST SERVICES

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

BRIAN PINCKNEY, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

As requested by Agency, Contractor shall perform inspection and maintenance services for all Project Site Locations, including but not limited to: Quadrennial Proof Load Tests, Annual OSHA Inspection, and maintenance as required for building cranes.

Such inspection and maintenance program shall include, but not be limited to the following:

- Provide replacement parts
- Issue a load test certificate to Agency for all passing units within ten (10) days of a test
- Perform work during normal business hours, Monday – Friday 7:30 a.m. to 4:30 p.m. PST

EXHIBIT B

Compensation for all work, including hourly fees and expenses, shall not exceed amount as set forth in Section 2, Compensation, of this Agreement.

The following hourly rates and or compensation for services are valid at the NCPA Geothermal facility:

- Labor \$90.00 per hour
- Fuel surcharge of \$99.18 each round trip onsite

Rates for work to be performed at other NCPA facility locations, NCPA Member/SCPPA locations will be proposed at the time work is needed.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(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

ATTACHMENT A AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)

2252-012a



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GP CRANE & HOIST SERVICES**

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 GP Crane & Hoist Services, a California Corporation, with its office located at 3933 Bristol Court, Napa, CA; mailing address P.O. Box 6497, Napa, CA 94581 ("Contractor") (together sometimes referred to as the "Parties") as of Sept. 9, 2013 ("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 three (3) 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** Ninety Thousand dollars (\$90,000.00) 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 Professional Liability Insurance. (Intentionally omitted).

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 ensues 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. (Intentionally Omitted)

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. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. 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:

GP Crane & Hoist Services
P.O. Box 6497
Napa, CA 94581
866-973-5511
Attn: Brian Pinckney
brian@gpcraneandhoist.com

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.

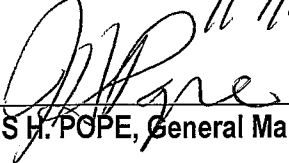
13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

Date

9/9/13


JAMES H. POPE, General Manager


GP CRANE & HOIST SERVICES

Date

9/13/13


BRIAN PINCKNEY, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Asst. General Counsel

EXHIBIT A
SCOPE OF WORK

Contractor shall perform inspection and maintenance services for NCPA Geothermal Facilities, including, but not limited to: Quadrennial Proof Load Tests, Annual OSHA Inspection, and maintenance as required for NCPA building cranes.

Such inspection and maintenance program shall include, but not limited to the following:

- Provide replacement parts
- Issue a load test certificate to Agency for all passing units within ten (10) days of test.
- Perform working during normal business hours, Monday through Friday 7:30 a.m. to 4:30 p.m.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- Labor \$90.00 per hour
- Fuel Surcharge of \$99.18 each round trip onsite

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.