



12745 N. Thornton Road
Lodi, CA 95242

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Agenda

Date: October 8, 2015

Subject: October 12, 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.

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

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 September 14, 2015 regular meeting minutes

MONTHLY REPORTS

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

4. Market Data Report for September 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 September - Accept by all Participants

8. Financial Report for September - Approve by all Participants

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

10. d'Heurle Systems, Inc. – Staff seeking approval of a five year Multi-Task General Services Agreement with d'Heurle Systems, Inc. for a not to exceed amount of \$2,500,000 for general mechanical, electrical, and control system engineering services for use at all NCPA facilities, by its Members, SCPPA, or by SCPPA members.

11. Transmission Distribution Services, LLC – Staff seeking approval of a First Amendment to an existing five year Multi-Task General Services Agreement, for not to exceed \$500,000 for leak detection and sealing maintenance services, entered into on April 3, 2013 with Transmission Distribution Services, Inc., assigning the agreement to Transmission Distribution Services, LLC due to a change in ownership, and to expand the locations for work to also include NCPA's Members, SCPPA, or SCPPA members.

12. LEC PPC Meeting Dates for 2016 – Staff seeking approval of regular meeting dates for 2016
(Ken Speer)

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

13. LEC Operational Insurance Coverage – Staff to provide renewal update and seek approval of the insurance program for policy period November 20, 2015 through November 20, 2016
(Donna Stevener)

14. Siemens Energy, Inc. Anticipated Maintenance Expenses Not Covered by Long Term Maintenance Agreement – Staff seeking approval to proceed with procurement of services pursuant to the Long Term Maintenance Agreement with Siemens necessary during the 2016 scheduled outage which are not covered by the Agreement including work to repair the volute cooling system on the steam turbine; approval of an increase in the FY16 Maintenance Budget by \$381,000, and approval of issuance of a Purchase Order to Siemens Energy, Inc. in the amount of \$721,000 for this work.

15. Fuel Supply Procurement, Delivery and Management for LEC – Staff to seek approval of 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 revision to PMOA Schedule 2.00 (Fuel Supply Procurement, Delivery and Management) (Tony Zimmer)

INFORMATIONAL/ DISCUSSION ITEMS

16. Standard Large Generator Interconnection Agreement Upgrade Project with CAISO – Staff to provide update (Michael DeBortoli)

17. Other New Business

ADJOURNMENT

Next Regular Meeting: November 9, 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
September 14, 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 10:02 a.m. by Chairman George Morrow. He asked that roll be called of the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Morrow	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 - Kirkley	Present	9.5000%
Lompoc - Hostler	Present	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	6	84.2857%
Absent	7	15.7143%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	9/14/2015	

Public Forum

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

2. Meeting Minutes

The draft minutes of the regular meeting held on August 10, 2015 were considered. A correction was noted on page 3 under Consent Calendar as to meeting chair's name. The LEC PPC considered the following motion:

Date: 9/14/2015

Motion: The PPC approves the minutes of the August 10, 2015 regular meeting, including the edit discussed at today's meeting.

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	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Abstain	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	6	75.0536%
Total Noes	0	0.0000%
Total Abstain	1	9.5000%
Total Absent	6	15.4464%
Result:	Motion passed.	

MONTHLY REPORTS

3. Operational Reports for August 2015

Jeremy Lawson presented the Operational Report for August. There were no OSHA recordable accidents, no permit violations and no NERC/WECC violations. The LEC underwent a planned and approved CAISO RIG outage on August 31 from 8:00 a.m. to 1:30 p.m. The outage was done to relocate RIG server equipment and did not affect operations but did affect ancillary services.

Jeremy's report reflected monthly production of 137,230 MWH, 559 service hours, and equivalent operating availability of 100%. The report set forth the Capacity Factor @ 280MW Pmax of 65.87% and @ 302MW Pmax of 61.07%. The plant is meeting PMOA Schedule requirements. The plant had two hot starts, three warm starts, and zero cold starts.

4. Market Data Report for August 2015

Bob Caracristi discussed the operating and financial settlement results for the month which dovetailed with the operational report, the cost of negative day ahead congestion, and regulation up and down accuracy.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report/budget review for July. He noted that revenue is down from budget projections but that costs are down also. He said A&G costs were down in July and that no repair parts were needed so the plant is off to a good start for the budget year. He talked about needed maintenance to the Volute Cooling system of the steam turbine recommended by Siemens and that he added that \$550,000 line item to the report for informational purposes. He said the work-around developed for the issue is still stable and he hopes to address those needed repairs during the scheduled 2016 outage for the Hot Gas Path. He also said the Volute Cooling system issue is totally unrelated to the steam valve issue from May.

6. Bidding Strategies Report

In the absence of Ken Goeke, Gillian Biedler provided an update about bidding strategies and regulation revenues and a costs comparison. She said no new strategies have been used in August and noted use of the reduction in incremental bids during hours 23 and 24 was used to avoid cycling. She said although the net on regulation down real time energy is negative, the overall regulation down capacity energy net is positive for the year.

Consent Calendar (Items 7 – 10)

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

Date: 9/14/2015

Motion: The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for August 2015; 8. Financial Reports for August 2015; 9. GHG Reports for September 2015; and 10. GP Crane & Hoist First Amendment to the existing three year Multi-Task General Services Agreement increasing the not to exceed amount from \$90,000 to \$400,000 for crane and hoist maintenance, inspections and certifications for use at all NCPA facilities as well as NCPA Member and SCPPA locations.

Moved by: Lodi

Seconded by: MID

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	84.5536%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	15.4464%
Result:	Motion passed.	

BUSINESS ACTION ITEMS

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

Gillian Biedler advised that the final decision as to how the one-time \$400 million bill credit/rebate will be given to PG&E's end use natural gas customers. This item will be brought back to the Committee when the final decision has been issued.

INFORMATIONAL ITEMS

12. Fuel Supply Procurement, Delivery, and Management for LEC

Tony Zimmer provided information on the Assignment, Assumption and Consent Agreement among J.P. Morgan Ventures Energy Corporation, Mercuria Energy Gas Trading LLC, and NCPA for the management services and fuel supply for the LEC. He noted that as a result of the assignment, there will be a need to revise PMOA Schedule 2.00, Fuel Supply Procurement, Delivery and Management. This matter was first introduced to the Committee in May of 2014 when it approved disclosure to Mercuria of specific information for the purpose of Mercuria's due diligence review related to its purchase of the physical commodities portion of J.P. Morgan's business. Mercuria acquired certain portions of J.P. Morgan and as a result will take over the management of the existing contract with J.P. Morgan and will be the new supplier.

Overall NCPA will maintain the existing form of the terms and conditions of how it procures and sells back the gas, but some negotiations are taking place regarding credit provisions of the agreement. He said this matter will likely be brought back to the Committee in October for approval.

13. Other New Business

George Morrow said Azusa had sent a letter offering capacity relative to LEC and is looking for interest. He said there is no limit to the term. Marty Hostler asked if Azusa is open to trading renewables; George replied, yes.

George also addressed the horrific fires which are raging and impacting employees of both the NCPA Hydroelectric facilities in Murphys and the Geothermal plant in Middletown. Fortunately the plants themselves have been spared, although there is report of damage to power poles and lines at Geo. Over half of the Geo staff are under mandatory evacuation and there is little to no access to the area. Damage assessments have not yet been made and George said his condolences go out to the many people affected.

George concluded his comments by saying that the plant looks great and compliments to all for keeping it in such good condition.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, October 12, 2015. The meeting was adjourned at 10:57 a.m.

Submitted by: Linda Stone



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Lodi, CA 95242

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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 10/12/2015

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

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

Outage Summaries:

- None

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 9/1/2015

End Date 10/1/2015

1. Monthly Production 131,613 MWH
2. Productivity Factor
- a. Service Hours 522 Hours
 - b. Service Factor 72.45 %
 - c. Capacity Factor @ 280MW Pmax 65.28 %
 - d. Capacity Factor @ 302MW Pmax 60.53 %
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 BTU/kW-Hr	PMOA HR BTU/kW-Hr	Deviation %	Production MWH	Cost \$
Seg. 1	296 - 302	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	6,929	6870	0.86%	1,096	\$260
Seg. 3	275 - 284	6,958	6971	-0.18%	51,946	-\$2,679
Seg. 4	250 - 275	6,988	7081	-1.31%	46,609	-\$17,330
Seg. 5	225 - 250	7,052	7130	-1.10%	12,352	-\$3,871
Seg. 6	200 - 225	7,145	7315	-2.33%	7,887	-\$5,372
Seg. 7	175 - 225	7,293	7711	-5.42%	9,084	-\$15,191
Seg. 8	165 - 175	7,614	7856	-3.08%	1,582	-\$1,532
					130,555	-\$45,715

6. AGC Control Deviation

MW Range		High Dev MWH	Low Dev MWH	Absolute Dev MWH	Cost \$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	2	-4	6	\$154
Seg. 3	275 - 284	68	-487	555	\$15,446
Seg. 4	250 - 275	129	-458	586	\$16,386
Seg. 5	225 - 250	69	-42	110	\$3,115
Seg. 6	200 - 225	48	-30	78	\$2,229
Seg. 7	175 - 225	38	-24	62	\$1,803
Seg. 8	165 - 175	7	-4	11	\$329
		360	-1,048	1,408	\$39,463

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	3	1	1
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	85.0	154.0	168.0
Start Time Deviation (%)	0.0%	-3.8%	-28.5%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,571	3,000	3,363
Fuel Deviation	-20.1%	-42.3%	-38.1%
Costs of Fuel Deviations (\$)	-\$1,584	-\$8,798	-\$8,269

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

August Asset Report

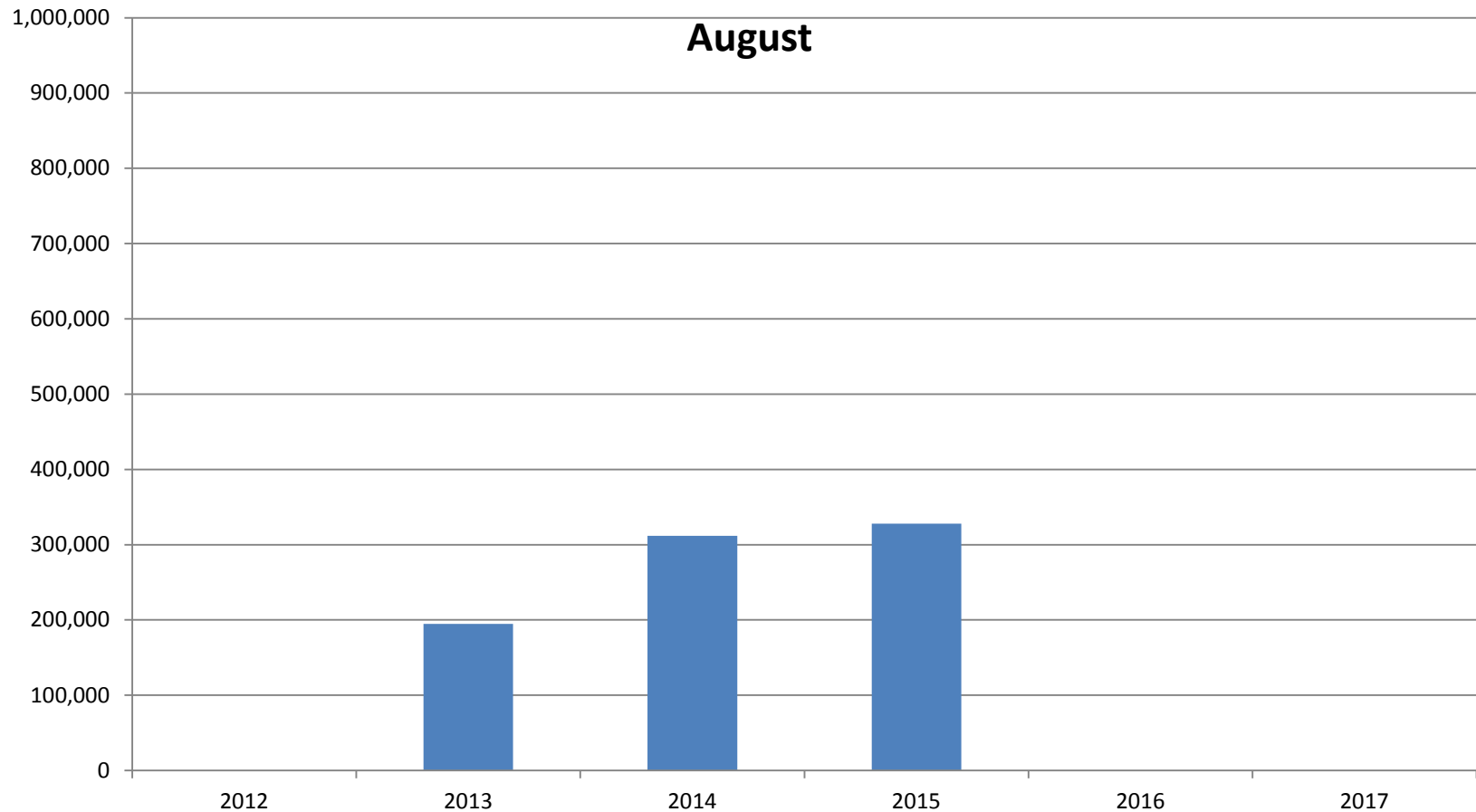
	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	4,833,235	5,101,615	6,009,480	(268,380)	-5%	Softening Energy Prices
VOM	4,311,594	4,271,658	5,393,536	39,936	1%	Timing of Expenses, Slight Increase in Fuel
Fixed	812,271	839,746	823,578	(27,475)	-3%	
Projects	210,039	150,000	239,799	60,039	40%	PI Modules, Invoice from 2015
A&G	172,728	191,175	191,176	(18,447)	-10%	
Debt	2,203,974	2,203,413	2,203,413	561	0.03%	
Net Cost	(2,877,371)	(2,554,377)	(2,842,022)	(322,994)	13%	
Net Annual Cost		(39,895,839)	(38,335,381)	(\$1,560,458)		
				Above budget by 4.07%		

August Asset Report

Error from prior months report

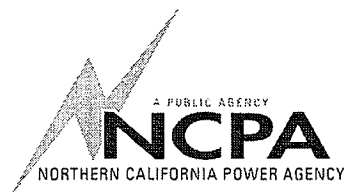
A&G	116,700	0	191,
Administrative & General (Allocated)	102,664	0	158,
Generation Services Shared	14,036	0	32,
Total O&M Cost	4,065,399	5,194,633	5,631,
Debt Service	2,203,974	0	2,203,

Historical Margins



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 10/05/2015

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2016 Budget	Percent Used	Comments
VOM	3,176,314	4,311,594	4,471,138	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	43,384,217	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	978,039	987,098	1,026,582	789,679	738,349	718,607	710,711	767,568	576,465	367,201	355,355	8,763,545	10,997,634	79.7%	
Avg Fuel Cost (\$/mmBTU)	3.51	3.47	3.60	3.65	3.70	3.90	4.00	4.00	3.95	3.80	3.80	3.85	3.75	4.53	82.6%	
Power Produced (MWHr, estimated)	103,885	137,264	139,028	144,589	111,222	103,993	101,212	100,100	108,108	81,192	51,718	50,050	1,232,362	1,605,494	76.8%	
Avg Power Price (\$/MWHr)	37.27	34.97	37.00	38.00	37.00	36.00	36.00	35.00	33.00	32.00	32.00	32.00	35.49	40.16	88.4%	
Operations / Variable / LTSA	1,784	195,973	161,272	952,835	129,018	120,632	862,201	116,116	125,405	734,684	59,993	436,787	3,896,700	4,844,522	80.4%	Timing, Resin Regeneration, Billing from Lab
Fuel (estimated)	2,623,866	3,394,919	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	32,823,950	49,851,535	65.8%	Fuel cost slightly higher than forecast
AB32 GHG Offset (estimated)	505,745	662,253	695,140	722,945	556,112	519,964	506,062	500,501	540,541	405,962	258,592	250,250	6,124,065	7,216,850	84.9%	
CA ISO Charges (estimated)	44,919	58,449	61,172	63,619	48,938	45,757	44,533	44,044	47,568	35,725	22,756	22,022	539,502	657,289	82.1%	
Routine O&M (Fixed)	622,385	812,271	766,691	766,687	1,586,686	766,691	766,687	766,685	766,690	766,686	877,594	766,687	10,032,440	10,217,618	98.2%	
Maintenance / Fixed	36,849	201,799	139,091	139,091	139,091	139,091	139,091	139,091	139,091	139,091	250,000	139,091	1,740,469	1,780,003	97.8%	HRSG Valves, Root Cause Study
Administration	87,552	101,780	109,681	109,680	109,680	109,681	109,680	109,680	109,681	109,680	109,680	109,680	1,286,135	1,316,163	97.7%	
Mandatory Costs	26,519	69,918	13,856	13,856	13,856	13,856	13,856	13,856	13,856	13,856	13,856	13,856	235,000	235,000	100.0%	
Inventory Stock	0	0	33,334	33,333	33,333	33,334	33,333	33,333	33,334	33,333	33,333	33,334	333,334	400,000	83.3%	
Labor	365,086	316,135	365,088	365,086	365,085	365,088	365,086	365,085	365,088	365,086	365,085	365,086	4,332,084	4,381,034	98.9%	
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	20,260	3,262	3,262	3,262	3,262	3,262	3,262	3,262	3,262	3,262	3,262	56,875	56,875	100.0%	
Projects	150,000	210,039	150,000	165,000	400,000	195,000	150,000	150,000	270,740	175,000	782,849	150,000	2,948,628	2,954,589	99.8%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	51,810	0	15,000	100,000	45,000	0	0	120,740	25,000	0	0	357,550	357,595	100.0%	PI Performance Modules
Capital Projects	0	8,229	0	0	150,000	0	0	0	0	0	632,849	0	791,078	796,994	99.3%	
A&G	116,700	172,728	191,174	191,174	191,174	191,174	191,174	191,174	191,174	191,174	191,174	191,174	2,201,171	2,294,093	95.9%	
Administrative & General (Allocated)	102,664	156,924	158,792	158,792	158,792	158,792	158,792	158,792	158,792	158,792	158,792	158,792	1,847,508	1,905,505	97.0%	
Generation Services Shared	14,036	15,804	32,382	32,382	32,382	32,382	32,382	32,382	32,382	32,382	32,382	32,382	353,663	388,588	91.0%	
Total O&M Cost	4,065,399	5,506,632	5,579,003	6,609,285	5,833,738	4,718,781	5,395,087	4,611,363	4,974,010	4,499,798	3,588,321	3,185,038	58,566,456	78,036,496	75.1%	
Debt Service	2,203,974	2,203,974	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	26,442,085	26,440,994	100.0%	
Revenues	3,887,446	4,833,235	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	45,112,702	66,142,109	68.2%	
ISO Energy Sales (estimated)	3,871,286	4,799,627	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	43,737,758	64,481,398	67.8%	
Other Income	16,160	33,608	132,518	132,517	132,517	132,518	132,517	132,517	132,518	132,518	132,518	132,518	1,374,944	1,660,711		
Net	(\$2,381,927)	(\$2,877,371)	(\$2,505,865)	(\$3,185,799)	(\$3,789,408)	(\$3,045,932)	(\$3,822,341)	(\$3,178,756)	(\$3,477,338)	(\$3,972,541)	(\$4,004,228)	(\$3,654,333)	(\$39,895,839)	(\$38,335,381)	Above budget by 4.07%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: October 12, 2015
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended September 30, 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 \$1,393,312.

Investments - The carrying value of the LEC's investment portfolio totaled \$32,121,694 at month end. The current market value of the portfolio totaled \$32,140,857.

The overall portfolio had a combined weighted average interest rate of 0.927% with a bond equivalent yield (yield to maturity) of 0.880%. Investments with a maturity greater than one year totaled \$17,390,000. September maturities totaled \$6 million. During the month \$8 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills decreased 5 basis points (from 0.06% to 0.01%) and rates on one year T-Bills increased 1 basis points (from 0.33% to 0.34%).

To the best of my knowledge and belief, all securities held by LEC as of September 30, 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

SEPTEMBER 30, 2015

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
September 30, 2015

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	8,927,380	8,927,380	26.64%	8,927,636
Debt Service Reserve	-	11,824,766	11,824,766	35.28%	11,851,916
O & M Reserve	-	11,298,538	11,298,538	33.71%	11,290,295
	-	32,050,684	32,050,684	95.63%	32,069,847
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	71,009	71,009	0.21%	71,009
Transmission Upgrade Escrow ¹	1,393,312		1,393,312	4.16%	
Participant Deposit Account	-	1	1	0.00%	1
	<u>\$ 1,393,312</u>	<u>\$ 32,121,694</u>	<u>\$ 33,515,006</u>	<u>100.00%</u>	<u>\$ 32,140,857</u>

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
September 30, 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	\$ -	\$ 71	\$ -	\$ -	\$ (2,202,752)	\$ 2,202,681	\$ -
Debt Service Reserve	-	57	-	-	(57)	-	-
O & M Reserve	-	23,782	5,976,218	-	(6,000,000)	-	-
	-	23,910	5,976,218	-	(8,202,809)	2,202,681	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹		24					24
Participant Deposit Account	-	-	-	-	-	-	-
							-
TOTAL	\$ -	\$ 23,934	\$ 5,976,218	\$ -	\$ (8,202,809)	\$ 2,202,681	\$ 24

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

1 Amount held in escrow.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
September 30, 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	2,202,752	-	875	-	-	2,203,627
Debt Service Reserve	57	-	(50)	-		7
O & M Reserve	6,000,000	(5,976,218)	(1,586)	(1,004)		21,192
	<u>8,202,809</u>	<u>(5,976,218)</u>	<u>(761)</u>	<u>(1,004)</u>	<u>-</u>	<u>2,224,826</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		-	-	-		-
Participant Deposit Acct.		-	-	-	-	-
TOTAL	<u>\$ 8,202,809</u>	<u>\$ (5,976,218)</u>	<u>\$ (761)</u>	<u>\$ (1,004)</u>	<u>\$ -</u>	<u>\$ 2,224,826</u>

Less Non- Cash Activity

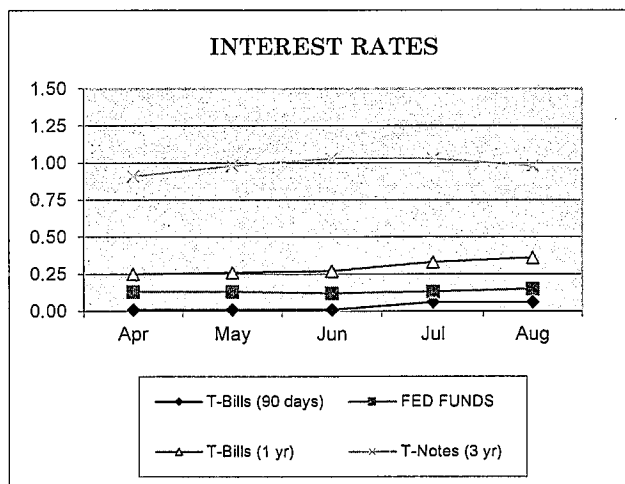
Disc/(Prem) Amortization & Gain/(Loss) on Sale	761
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,225,587</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
September 30, 2015

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>0.927%</u></u>	<u><u>0.880%</u></u>
Debt Service Account	0.129%	0.131%
Debt Service Reserve	1.008%	1.044%
O & M Reserve	1.479%	1.305%
GHG Cash Account	0.284%	0.284%

<u>KEY INTEREST RATES</u>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.14%	0.09%
T-Bills (90da.)	0.01%	0.01%
Agency Disc (90da.)	0.18%	0.02%
T-Bills (1yr.)	0.34%	0.10%
Agency Disc (1yr.)	0.39%	0.13%
T-Notes (3yr.)	0.99%	1.06%



Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
September 30, 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	\$8,927	\$0	\$0	\$0	\$17,390	\$0	\$26,317	82.09%
US Bank Trust Money Market	3,369							3,369	10.51%
Commercial Paper								0	0.00%
Investment Trusts (LAIF)	2,373							2,373	7.40%
U.S.Treasury Market Acct.								0	0.00%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$5,742	\$8,927	\$0	\$0	\$0	\$17,390	\$0	\$32,059	100.00%
Total Percents	17.91%	27.85%	0.00%	0.00%	0.00%	54.24%	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
09/30/2015

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	536	0.100	07/01/2013	536		1	0.100	536	SYS79003	79003	536
Federal Home Loan Ba	USBT	2,082,000	0.155	08/28/2015	2,081,148	12/01/2015	61	0.157	2,081,604	313384PY9	26239	2,081,453
Federal Home Loan Ba	USBT	694,000	0.050	09/29/2015	693,939	12/01/2015	61	0.050	693,868	313384PY9	26255	693,941
Fund Total and Average		\$ 2,776,536	0.129		\$ 2,775,623		61	0.131	\$ 2,776,008			\$ 2,775,930

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	826	0.100	07/01/2013	826		1	0.100	826	SYS79004	79004	826
Federal Home Loan Ba	USBT	2,255,000	0.155	08/28/2015	2,254,078	12/01/2015	61	0.157	2,254,572	313384PY9	26240	2,254,408
Federal Home Loan Ba	USBT	726,000	0.050	09/29/2015	725,936	12/01/2015	61	0.050	725,862	313384PY9	26256	725,939
Fund Total and Average		\$ 2,981,826	0.129		\$ 2,980,840		61	0.131	\$ 2,981,260			\$ 2,981,173

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	133	0.100	07/01/2013	133		1	0.100	133	SYS79011	79011	133
Federal Home Loan Ba	USBT	1,303,000	0.154	08/28/2015	1,302,467	12/01/2015	61	0.157	1,302,752	313384PY9	26241	1,302,658
Federal Home Loan Ba	USBT	435,000	0.050	09/29/2015	434,962	12/01/2015	61	0.050	434,917	313384PY9	26257	434,963
Fund Total and Average		\$ 1,738,133	0.129		\$ 1,737,562		61	0.131	\$ 1,737,802			\$ 1,737,754

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	838	0.100	07/01/2013	838		1	0.100	838	SYS79012	79012	838
Federal Home Loan Ba	USBT	1,083,000	0.155	08/28/2015	1,082,557	12/01/2015	61	0.157	1,082,794	313384PY9	26242	1,082,716
Federal Home Loan Ba	USBT	349,000	0.050	09/29/2015	348,969	12/01/2015	61	0.050	348,934	313384PY9	26258	348,970
Fund Total and Average		\$ 1,432,838	0.129		\$ 1,432,364		61	0.131	\$ 1,432,566			\$ 1,432,524
GRAND TOTALS:		\$ 8,929,333	0.129		\$ 8,926,389		61	0.131	\$ 8,927,636			\$ 8,927,381

*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 09/30/2015



Northern California Power Agency
Treasurer's Report
09/30/2015

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 Mig	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	697	0.977	4,175,796	3135GOMZ3	26136	4,171,153
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,712	1.850	4,309,507	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,475,852	1.366		\$ 8,477,812		1209	1.417	\$ 8,504,155			\$ 8,477,005

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,201	0.100	07/01/2013	2,261,201		1	0.100	2,261,201	SYS79006	79006	2,261,201
Fund Total and Average		\$ 2,261,201	0.100		\$ 2,261,201		1	0.100	\$ 2,261,201			\$ 2,261,201

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,560	0.100	07/01/2013	1,086,560		1	0.100	1,086,560	SYS79013	79013	1,086,560
Fund Total and Average		\$ 1,086,560	0.100		\$ 1,086,560		1	0.100	\$ 1,086,560			\$ 1,086,560
GRAND TOTALS:		\$ 11,823,613	1.008		\$ 11,825,573		867	1.044	\$ 11,851,916			\$ 11,824,766

*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 09/30/2015

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



Northern California Power Agency
Treasurer's Report
09/30/2015

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		2,302,115	0.283	07/01/2013	2,302,115		1	0.283	2,302,115	SYS70047	70047	2,302,115
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mig	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	1,237	1.220	3,000,840	3135G0ZA4	26248	2,996,424
Federal Farm Credit	UBOC	6,000,000	1.740	09/30/2015	6,000,000	09/30/2020	1,826	1.740	5,987,340	3133EFFZ5	26260	6,000,000
Fund Total and Average		\$ 11,235,115	1.479		\$ 11,300,257		1298	1.305	\$ 11,290,295			\$ 11,298,539
GRAND TOTALS:		\$ 11,235,115	1.479		\$ 11,300,257		1298	1.305	\$ 11,290,295			\$ 11,288,539

*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 09/30/2015
Investment # 26260 - FFCB - Callable on 3/30/16, then any time.



Northern California Power Agency
Treasurer's Report
09/30/2015

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 09/30/2015



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LEC Financial Reports

AGENDA ITEM NO.: 8

Date: October 12, 2015

Subject: September 30, 2015 Financial Reports (Unaudited)

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

	September 30	
	2015	2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 71,009	\$ 70,825
Accounts receivable		
Others	405	-
Interest receivable	9,487	8,683
Inventory and supplies - at average cost	1,527,727	1,307,240
Prepaid insurance	-	13,883
Due from (to) Agency, net	22,963,660	20,991,601
TOTAL CURRENT ASSETS	24,572,288	22,392,232
RESTRICTED ASSETS		
Cash and cash equivalents	7,044,566	16,907,740
Investments	26,399,406	15,275,490
Interest receivable	29,642	6,585
TOTAL RESTRICTED ASSETS	33,473,614	32,189,815
ELECTRIC PLANT		
Electric plant in service	423,411,602	423,372,867
Less: accumulated depreciation	(41,383,710)	(26,784,117)
	382,027,892	396,588,750
Construction work-in-progress	59,316	-
TOTAL ELECTRIC PLANT	382,087,208	396,588,750
OTHER ASSETS		
Regulatory assets	16,986,950	13,775,495
TOTAL OTHER ASSETS	16,986,950	13,775,495
TOTAL ASSETS	\$ 457,120,060	\$ 464,946,292

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

	September 30	
	2015	2014
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 3,170,958	\$ 6,301,242
Operating reserves	14,195,055	11,874,923
Current portion of long-term debt	9,480,000	9,025,000
Accrued interest payable	5,646,131	5,794,795
TOTAL CURRENT LIABILITIES	32,492,144	32,995,960
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	5,491,058	981,928
Long-term debt, net	362,258,985	372,591,478
TOTAL NON-CURRENT LIABILITIES	367,750,043	373,573,406
TOTAL LIABILITIES	400,242,187	406,569,366
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	44,120,244	46,275,924
NET POSITION		
Invested in capital assets, net of related debt	(4,960,305)	(5,779,421)
Restricted	10,511,659	13,664,356
Unrestricted	7,206,275	4,216,067
TOTAL NET POSITION	12,757,629	12,101,002
TOTAL LIABILITIES AND NET POSITION	\$ 457,120,060	\$ 464,946,292

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

	Three Months Ended September 30	
	2015	2014
SALES FOR RESALE		
Participants	\$ 13,010,677	\$ 8,582,411
Other	14,595,569	17,536,871
TOTAL SALES FOR RESALE	27,606,246	26,119,282
OPERATING EXPENSES		
Operations	10,426,001	14,551,227
Depreciation	3,650,097	3,649,762
Purchased power	1,038,358	-
Maintenance	983,786	872,201
Administrative and general	1,101,425	1,005,043
Transmission	163,552	553,446
Intercompany (sales) purchases	45,326	61,168
TOTAL OPERATING EXPENSES	17,408,545	20,692,847
NET OPERATING REVENUES	10,197,701	5,426,435
OTHER REVENUES (EXPENSES)		
Interest expense	(4,059,235)	(4,117,212)
Interest income	76,127	58,019
Other	1,414,833	(31,371)
TOTAL OTHER REVENUES (EXPENSES)	(2,568,275)	(4,090,564)
FUTURE RECOVERABLE AMOUNTS	596,235	1,157,347
REFUNDS TO PARTICIPANTS	(23)	(4)
INCREASE IN NET POSITION	8,225,638	2,493,214
NET POSITION		
Beginning of year	4,531,991	9,607,788
End of period	\$ 12,757,629	\$ 12,101,002

**Lodi Energy Center
FY 2016 Operating Costs
As of September 30, 2015**

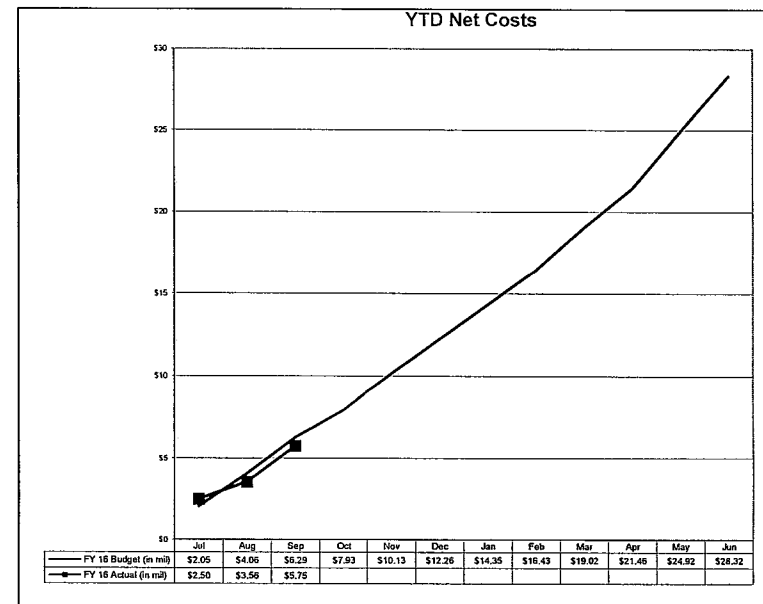
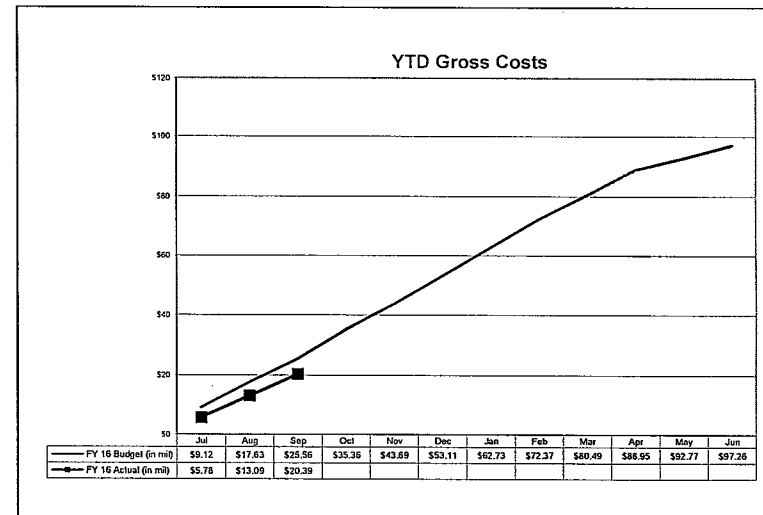
	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 4,844,523	\$ 383,022	\$ 4,461,501	92%	
Fixed	1,780,003	478,259	1,301,744	73%	
Administration	1,316,163	302,698	1,013,465	77%	
Mandatory Costs	235,000	104,910	130,090	55%	B
Inventory Stock	400,000	53,287	346,713	87%	
Routine O&M Costs without Labor	8,575,689	1,322,176	7,253,513	85%	
Labor	4,381,034	952,575	3,428,459	78%	
Total Routine O&M Cost	12,956,723	2,274,751	10,681,972	82%	
Other Costs					
Fuel	49,851,536	8,820,807	41,030,729	82%	
CA ISO Charges	657,289	163,552	493,737	75%	
CA ISO Purchased Energy	-	1,038,358	(1,038,358)	N/A	A
Debt Service	26,440,994	6,611,921	19,829,073	75%	
Insurance	820,000	205,000	615,000	75%	
Other Costs	56,875	27,619	29,256	51%	C
Generation Services Shared	388,592	45,326	343,266	88%	
Administrative & General (Allocated)	1,905,508	370,885	1,534,623	81%	
Power Management Allocated Costs	1,228,543	307,136	921,407	75%	
Total O&M Cost	94,306,060	19,865,355	74,440,705	79%	
Projects					
Operations & Maintenance	371,740	61,212	310,528	84%	
Capital	782,849	16,004	766,845	98%	
Maintenance Reserve	1,800,000	450,000	1,350,000	75%	
Total Projects	2,954,589	527,216	2,427,373	82%	
Annual Cost	97,260,649	20,392,571	76,868,078	79%	
Less: Third Party Revenue					
Interest Income	44,489	48,217	(3,728)	-8%	
ISO Energy Sales	67,279,734	14,200,681	53,079,053	79%	
Ancillary Services Sales	1,616,222	394,888	1,221,334	76%	
Other Income	-	170	(170)	N/A	
	68,940,445	14,643,956	54,296,489	79%	
Net Annual Cost to Participants	\$ 28,320,204	\$ 5,748,615	\$ 22,571,589	80%	
Total Variable Costs	55,353,348	9,367,381	45,985,967		
Total Fixed Costs	41,907,301	11,025,190	30,882,111		
	<u>\$ 97,260,649</u>	<u>\$ 20,392,571</u>	<u>\$ 76,868,078</u>		
Net Cumulative Generation (MWh)	1,605,494	372,754			
Total O&M Cost Per MWh	\$ 58.74	\$ 53.29			
Net Annual Cost Per MWh	\$ 17.64	\$ 15.42			

Footnotes:

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

B - Higher costs due to annual permit fee paid in prior months. 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.



Lodi Energy Center

[illegible]

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 All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2014 NCPA All 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	
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 All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
	Actual								Estimated				Compliance Year 2015 Total	Cumulative Totals	
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	139,027	144,588	111,222	103,992	1,686,690	4,210,440	
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	973,190	1,012,118	778,552	727,946	11,869,698	29,699,991	
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			
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	52,518	54,619	42,015	39,284	640,548	1,602,760	
Cumulative MT Obligation (MT)	897,145	955,068	1,025,184	1,093,692	1,128,555	1,183,029	1,222,993	1,275,409	1,327,927	1,382,546	1,424,560	1,463,844	1,463,844	2,749,260	
Compliance Instrument Participant Transfers (to LEC)															
Auction Allowances	41,342	250	250,100	15,000	86,000	113,542	26,533	34,390	0	0	0	0	567,157	1,557,747	
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)	41,342	250	250,100	15,000	86,000	113,542	26,533	34,390	0	0	0	0	567,157	1,557,747	
NCPA Compliance Instrument Purchases (for LEC)															
Auction Purchases	0	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)	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	
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	113,542	26,533	34,390	0	0	0	0	567,157	1,604,747	
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	1,465,831	1,465,831	1,465,831	1,465,831	1,465,831	1,404,908	1,465,831	
MTA Shortfall (MT)	(42,871)	14,802	(165,182)	(111,674)	(162,811)	(221,879)	(208,448)	(190,422)	(137,904)	(83,285)	(41,271)	(1,987)	58,936	1,283,429	MTA SHORTFALL

Forecast for July 2015 - Dec 2015 has been updated.

Source
Forecast/Meter
Forecast/Meter
MARS
derived
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CITSS
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NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) October 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)	38,514	91,248	3,704	463,153	27,157	22,712	131,342	28,144	148,130	10,863	36,885	356,006	24,688	1,382,546	
Current MT Compliance Instrument Account (MTA) Balance (MT)	39,130	91,249	4,549	509,463	32,370	26,612	145,920	40,092	163,116	10,979	39,081	384,229	29,475	1,516,265	
MTA Shortfall (MT)	(617)	(1)	(845)	(46,310)	(5,213)	(3,899)	(14,578)	(11,948)	(14,986)	(116)	(2,196)	(28,224)	(4,787)	(133,720)	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.

Source
MARS
derived
derived
Derived
ICE Index
Derived
Accounting
Derived



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: October 8, 2015
To: Lodi Energy Center Project Participant Committee
Subject: d'Heurle Systems, Inc. Five Year Multi-Task General Services Agreement for Engineering Services

Proposal

Approve a five-year Multi-Task General Services Agreement with d'Heurle Systems, Inc. for an amount not-to-exceed \$2,500,000 for general mechanical, electrical, and control system engineering for use 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

Various mechanical, electrical, and control system engineering services are needed at NCPA facilities in order to comply with regulatory requirements and to maintain reliability of the facilities. NCPA members, SCPPA and SCPPA members also require these services at various locations.

Selection Process

This five-year 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. NCPA currently has other enabling agreements in place with vendors such as Andritz Hydro, California Electrical Services, Inc., Siemens Energy, Inc., AMEC Environment and Infrastructure, Inc., MWH Americas, Inc., and other firms for similar work. NCPA will issue purchase orders based on cost and availability of the services needed at the time work is required.

Fiscal Impact

The total cost of the agreement will not exceed \$2,500,000 over the five year term to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act (CEQA). Therefore no environmental reviews or approvals are required under CEQA.

Recommendation

NCPA staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with d'Heurle Systems, Inc. for an amount not-to-exceed \$2,500,000 over a five-year period, with any non-substantial changes recommended and approved by the NCPA General Counsel, 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

Attachment: (1)

- Multi-Task General Services Agreement with d'Heurle Systems, Inc.

**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
D'HEURLE SYSTEMS, INC.**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and d'Heurle Systems, Inc. a corporation with its office located at PO Box 1219, Colfax, CA 95713 ("dHSI") (together sometimes referred to as the "Parties") as of _____, 2015 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, dHSI is willing to provide to Agency the range of services and/or goods or materials 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 dHSI completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** dHSI shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which dHSI is engaged and for which dHSI is providing the Work. dHSI represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** dHSI shall assign only competent personnel to perform any Work in connection with this agreement
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have dHSI perform Work or provide Materials under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work") or Materials to be provided ("Requested Materials"), may include a not-to-exceed cap on monetary cap on Requested Work or Requested Materials and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed or Requested Materials shall be delivered.

Project authorization by the Agency via Purchase Orders shall not imply that dHSI work constitutes provision or sale of products for which strict liability may apply.
- 1.5 **Services Provided.** Services and/or goods or materials provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.6 **Charges and Extra Services.** Provided that Agency gives reasonable advance notice to dHSI, Agency may propose in writing changes to dHSI's work within the Scope of Services

described in any particular Purchase Order. If dHSI is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the Services under such Purchase Order, dHSI shall notify Agency in writing of that fact within five (5) days after receipt of written proposal for changes. dHSI may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of the Purchase Order covering such Scope of Services. When and if Agency and dHSI reach agreement on any such proposed change and its effect on the cost and time for performance under any Purchase Order, they shall confirm such agreement in writing as an amendment or supplement to Purchase Order. In the event the Parties cannot reach agreement as to the proposed change, at the Agency's sole discretion, dHSI shall perform such work and will be paid for labor, materials, equipment rental, etc. actually used to perform the work.

Agency shall not be liable for payment of any changes to the Scope of Services, nor shall dHSI be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon agency's written request, dHSI begins work in accordance with a proposed change, Agency shall be liable to dHSI for the amounts due with respect to dHSI's work pursuant to such change, unless and until Agency notifies dHSI to stop work on such change.

Section 2. COMPENSATION. Agency hereby agrees to pay dHSI an amount **NOT TO EXCEED** Two Million, Five Hundred Thousand dollars (\$2,500,000) for the Work and/or Materials, which shall include all fees, costs, expenses, shipping, taxes (if applicable), insurance, delivery charges and other reimbursables, fees, costs or charges as set forth in dHSI's fee schedule, attached hereto and incorporated herein as Exhibit B. dHSI's fee schedule per Exhibit B shall be valid for two years from the date of this contract, and shall thereupon be re-negotiable one time during the term of this Agreement. This dollar amount is not a guarantee that Agency will pay that full amount to the dHSI, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. dHSI shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed or materials provided 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 dHSI and each employee, agent, and subcontractor of dHSI 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 dHSI.
- 2.3 **Payment of Taxes.** dHSI 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 dHSI 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.** dHSI shall have ninety (90) days after completion of the Requested Work or Materials Provided to submit its final invoice for the Requested Work or Materials Provided. In the event dHSI fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, dHSI 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, dHSI 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, dHSI, 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 dHSI employs any person, dHSI shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by dHSI 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.** dHSI 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 dHSI. 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 the operations of dHSI, with a self-insured retention or deductible of no more than \$100,000.

4.2.2 Automobile Liability. dHSI 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 dHSI, 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 of dHSI.

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. (Required for all Contractors providing engineering, architectural, design, and similar services requiring special licensing from the State of California.) dHSI shall maintain professional liability insurance appropriate to dHSI's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the dHSI's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, dHSI 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 if such coverage is not included in the policy or policies.

4.4.2 Notice of Reduction in or Cancellation of Coverage. dHSI 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 dHSI maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the dHSI.

- 4.5 **Waiver of Subrogation.** dHSI agrees to waive subrogation which any insurer of dHSI may acquire from dHSI by virtue of the payment of any loss. dHSI 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.
- 4.6 **Contractor's Obligation.** dHSI shall be solely responsible for providing 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. dHSI 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 dHSI from liability under this indemnification and hold harmless clause. By execution of this Agreement, dHSI acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 **Scope.** dHSI shall indemnify and hold harmless the Agency and its officials, commissioners, officers, employees, agents, and volunteers from and against any and all losses, liability, and damages arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of dHSI or its employees, subcontractors, or agents, and for acts for which they are liable.

The foregoing obligations of dHSI shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the negligence or willful misconduct of the Agency or its officers, employees, or agents, and (2) the actions of dHSI or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Agency of Insurance certificates and endorsements required under this Agreement does not relieve dHSI from liability under this indemnification and hold harmless clause. By execution of this Agreement, dHSI acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

dHSI liability shall be limited to the policy limit amounts detailed in Section 4 above, as well as any coverage positions or determinations made or taken by dHSI's insurance carriers, as it relates to specific claims by the Agency, as long as dHSI maintains in effect

and applicability the insurance, including but not limited to the amounts, deductibles, and scope, referenced herein.

As to any professional services subject to Civil Code section 2782.8, dHSI's liability shall be further limited as set forth in Section 2782.8 of the California Civil Code.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** dHSI is an independent contractor and not an employee of Agency. Agency shall have the right to control dHSI only insofar as the results of dHSI's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which dHSI accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, dHSI 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.

dHSI shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of dHSI 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. dHSI and Agency acknowledge and agree that compensation paid by Agency to dHSI under this Agreement is based upon dHSI's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of dHSI.

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

- 6.2 **Contractor Not Agent.** Except as Agency may specify in writing, dHSI shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. dHSI 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 dHSI and is based upon a determination of dHSI'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 dHSI. dHSI may not assign this Agreement or any interest therein without the prior written

approval of the Agency. dHSI 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, dHSI shall supervise all work subcontracted by dHSI in performing the Work and shall be responsible for all work performed by a subcontractor as if dHSI itself had performed such Work. The subcontracting of any work to subcontractors shall not relieve dHSI from any of its obligations under this Agreement with respect to the Work and dHSI 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.

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.** dHSI 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.** dHSI represents and warrants to Agency that dHSI 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 thirty (30) days prior written notice to dHSI.

dHSI may cancel this agreement at any time and without cause upon thirty (30) days prior written notice to Agency.

In the event of termination, dHSI 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 dHSI 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 dHSI shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Contractor.** If dHSI 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 dHSI pursuant to this Agreement;
 - 8.4.3 Retain a different Contractor to complete the Work not finished by dHSI; and/or
 - 8.4.4 Charge dHSI 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 dHSI 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 dHSI prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. dHSI hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and dHSI agree that, unless approved by Agency in writing, dHSI 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.** dHSI shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements or Materials 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 dHSI to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires dHSI 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, 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, 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. dHSI 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, dHSI shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to dHSI's Work.
- 10.2 **Contractor's Equipment, Tools, Supplies and Materials.** dHSI 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 dHSI'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. dHSI 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 dHSI on the Project site. All materials and supplies used by dHSI in the Work shall be new and in good condition.
- 10.3 **Use of Agency Equipment.** dHSI 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, dHSI warrants that all Work (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship,

and that dHSI 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.

Services Warranty: If during the term of this Agreement (or during the one (1) year period following the term hereof), any Services used or provided by the dHSI under this Agreement fail due to defects in workmanship or other breach of this Agreement, dHSI, shall, upon any reasonable notice from Agency, replace or repair the same to Agency's satisfaction.

Materials Warranty: If during the one (1) year period following delivery of materials, any equipment, goods or other materials provided by the dHSI under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, dHSI, shall, upon any reasonable notice from Agency, replace or repair the same to Agency's satisfaction.

For materials supplied by manufacturers including warranties longer than one year, dHSI will extend the warranty to match the manufacturer's terms.

Unless otherwise expressly permitted by the applicable Purchase Order, all materials and supplies to be used by dHSI in the performance of the Services shall be new and best of kind.

- 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 dHSI shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from dHSI'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 dHSI under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, dHSI shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 **Assignment of Warranties.** dHSI 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 dHSI 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 dHSI is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

- 12.2 dHSI 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. dHSI shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 dHSI 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 dHSI performing the Work. dHSI 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 dHSI under this Agreement at any time when, or for any Work performed when, dHSI is not in full compliance with this Section 12.
- 12.5 dHSI shall immediately report any injuries to the Agency site safety representative. Additionally, the dHSI 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 dHSI shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. dHSI 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 dHSI shall develop a plan to properly handle and dispose of any hazardous wastes, if any, dHSI generates in performing the Work.
- 12.8 dHSI 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 dHSI 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 dHSI.

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, each party shall be responsible for its own attorneys' fees.

- 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.** dHSI may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place dHSI in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- dHSI 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 dHSI shall be sent to:

Al d'Heurle
d'Heurle systems, Inc.
P.O. box 1219
Colfax, CA 95713

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and dHSI 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 dHSI 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 dHSI's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and dHSI'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.
- 13.16 **Fiduciary Responsibility.** dHSI assumes no fiduciary responsibility towards the Agency in connection with this work.
- 13.17 **Mutual Waiver of Consequential Damages.** Unless specifically identified in this Agreement, in no event shall the parties to this Agreement be liable to each other, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, beyond the limits of any applicable liability insurance.

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

NORTHERN CALIFORNIA POWER AGENCY

d'HEURLE SYSTEMS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

ALAIN F. d'HEURLE, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

d'HEURLE SYSTEMS, INC., ("dHSI") shall perform the following tasks in accordance with Section 1 of this Agreement at any one of the NORTHERN CALIFORNIA POWER AGENCY's ("Agency") facilities. The specific scope of services and associated fee will be defined by individual Purchase Orders. Tasks may include:

- Design and recommendation for new or refurbished existing systems;
- Preparation of engineering plans and specifications;
- Phone consultation and/or attendance at on-site meetings;
- Electrical contracting;
- Materials ordering and delivery;
- Control systems configuration and programming;
- Equipment and/or system commissioning;
- Troubleshooting; and
- General Mechanical, Electrical, and Control System Engineering and Consulting.

d'HEURLE SYSTEMS, INC. is not a signatory to the Maintenance Labor Agreement for the Lodi Energy Center Project and therefore will not perform any such work at that NCPA facility.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed one million, five hundred thousand dollars (\$2,500,000). The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Sr. Engineer/Technician	\$ 150/hour	
Sr. Engineer/Technician onsite	\$ 225/hour	(premium time over 10 hrs/day & weekend)
Engineering Associate/Jr. Tech.	\$ 100/hour	
Engineering Associate onsite	\$ 150/hour	(premium time over 10 hrs/day & weekend)
Journeyman Electrician	\$ 110/hour	(field work, prevailing wage)
Panel assembly	\$ 80/hour	(dHSI shop labor)
CAD drafting	\$ 80/hour	
Travel time Sr. Engineer	\$ 100/hour	(no overtime premium)
Travel time Engineering Associate	\$ 70/hour	(no overtime premium)
Subcontracted services	110% dHSI cost	
Mileage	\$0.57/mile	(or current allowable IRS mileage rate)
Misc. expenses (mail, reproduction)	dHSI cost	
Extra work materials	115% dHSI cost + CA sales tax + freight	
Materials freight charges	dHSI cost	
Per Diem Murphys CA	\$150.00/day	
Per Diem other locations	meals and lodging at dHSI cost.	

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

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

2531666.2



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Date: October 8, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Transmission and Distribution Services, LLC – First Amendment to Five Year Multi-Task General Services Agreement and Assignment

Proposal

Approve a First Amendment to the existing five year Multi-Task General Services Agreement with Transmission and Distribution Services, Inc., assigning the agreement to Transmission Distribution Services, LLC due to a change in ownership, and expanding the locations at which Transmission and Distribution Services, LLC may perform work under the Agreement to include not only any facilities owned and/or operated by NCPA, but also by NCPA's members, by SCLPA, or by SCLPA members.

Background

Various leak detection and leak sealing maintenance services are required at the NCPA locations from time to time. NCPA members, SCLPA, and SCLPA members also require leak seal maintenance services at various locations. Transmission and Distribution Services, LLC is a provider of these services.

NCPA entered into a five year Multi-Task General Services Agreement with Transmission and Distribution Services, Inc. on April 3, 2013 for an amount not-to-exceed \$500,000. The company was sold to Transmission and Distribution Services, LLC effective December 31, 2014. This amendment would assign the agreement to Transmission and Distribution Services, LLC, and also expand the agreement so that it can be used at any facilities owned and/or operated by NCPA, by its members, by SCLPA, or by SCLPA members.

Selection Process

This five-year 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. NCPA will issue purchase orders based on cost and availability of the services needed at the time work is required.

Fiscal Impact

The total cost of the original agreement was not-to-exceed \$500,000 over the five year term. The agreement currently has \$489,250.00 in remaining funds. Allocation of funds will be based on the Commission approved annual budgets. 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 five year Multi-Task General Services Agreement with Transmission and Distribution Services, Inc., assigning the agreement to Transmission Distribution Services, LLC, with any non-substantial changes recommended and approved by the NCPA General Counsel, 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

Attachment: (2)

- First Amendment to Five Year Multi-Task General Services Agreement with Transmission and Distribution Services, LLC
- Multi-Task General Services Agreement with Transmission and Distribution Services, LLC dated April 3, 2013



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE
NORTHERN CALIFORNIA POWER AGENCY AND TRANSMISSION AND DISTRIBUTION SERVICES, INC.
ACCEPTING ASSIGNMENT TO TRANSMISSION AND DISTRIBUTION SERVICES, LLC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Transmission and Distribution Services, LLC ("Contractor"), a Limited Liability Corporation, located at 28369 Davis Parkway, Suite #401, Warrenville, IL 60555 (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, Agency and Transmission and Distribution Services, Inc., entered into a Multi-Task General Services Agreement dated effective April 3, 2013, (the "Agreement") for Transmission and Distribution Services, Inc. to provide leak sealing maintenance services on energized and deenergized equipment at NCPA Generation Facilities; and

WHEREAS, on or about December 31, 2014 Transmission and Distribution Services, Inc., sold its business to Transmission and Distribution Services, LLC., and the Agency desires to agree to the assignment of the Agreement to Transmission and Distribution Services, LLC.; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect change of the Contractor's name; and

WHEREAS, the Agency also 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 Agency now desires to amend the COMPENSATION SCHEDULE AND HOURLY FEES set forth in Exhibit B to provide that rates for work to be performed at NCPA Member of SCPPA locations shall be proposed at the time work is needed; 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, including Assignments, must be in writing and signed by all the Parties; and

WHEREAS, Transmission and Distribution Services, Inc., consents to the assignment;

NOW, THEREFORE, the Parties agree as follows:

1. **Section 13.8-Notices** of the Agreement is amended as follows:

Any written notice to Contractor shall be sent to:

Neleen Lehman, President
Transmission and Distribution Services, LLC
28369 Davis Parkway
Suite #401
Warrenville, IL 60555
Phone: (775)586-8300
Fax: (775)586-1105

2. **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 the operations of Agency, its members, or SCPPA or its members, 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.

3. **Exhibit A – SCOPE OF SERVICES** of the Agreement is amended and restated to read in full as set forth in the attached Exhibit A.
4. **Exhibit B – COMPENSATION SCHEDULE** of the Agreement is amended and restated to read in full as set forth in the attached Exhibit B.
5. Agency hereby approves the assignment of the Agreement from Transmission and Distribution Services, Inc. to Transmission and Distribution Services, LLC, which hereby accepts such assignment and agrees to be bound by the Agreement.
6. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

The Parties have executed this Amendment as of the date first written above.

NORTHERN CALIFORNIA POWER AGENCY

TRANSMISSION AND DISTRIBUTION
SERVICES, LLC

Randy Howard, General Manager

Neleen Lehman, President

Date: _____

Date: _____

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

TRANSMISSION AND DISTRIBUTION SERVICES, INC. Consents to the foregoing:

Douglas W. Jones, President

Date: _____

First Amendment to Multi-Task General Services Agreement between
Northern California Power Agency and Transmission and Distribution Services, Inc.
Accepting Assignment to Transmission and Distribution Services, LLC

EXHIBIT A

SCOPE OF WORK

At the request of Agency, Transmission and Distribution Services, LLC ("Contractor") shall provide the following services at any of the Project Site locations:

Contractor to provide leak sealing maintenance services on energized and deenergized equipment at the NCPA designated facilities, including:

- Leak detection;
- Repair of transformer oil leaks
- Repair of bushing oil leaks;
- Gasket repair;
- Repair of circuit breaker SF6 gas leaks; and
- Other leak repairs as requested.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed \$500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

TDS STANDARD EXPENSE SHEET

As of January 2013

HOTEL	\$150.00-175.00/day/technician or cost**
PER DIEM	\$50.00/day/technician**
TRUCK	\$50.00/day
TRAVEL	\$75.00/hour/technician (to and from job site)
DAILY JOB SITE MILAGE	\$1.25/mile
MOBILIZATION	Per quotation; \$1.00 per mile
DEMOBILIZATION	Per quotation; \$1.00 per mile
AIR FARE	Cost
FREIGHT	Cost
RENTAL VEHICLE	Cost
TECHNICIAN LABOR RATE	\$75.00/hour
REMOVE EXISTING REPAIR MATERIAL	\$75.00/hour/technician
CLAMP REMOVAL	\$75.00/hour/technician
OVERTIME LABOR RATE	\$130.00/hour/technician (over 10 hrs weekdays)
EMERGENCY LABOR RATE (nights/weekends/holidays)	\$175.00/hour/technician
CREW STANDBY LABOR RATE	\$150.00/two-technician crew
EMERGENCY RESPONSE TIME	24 hours

** SUBJECT TO CHANGE BASED ON WORK LOCATION

Rates for work to be performed at 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.



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

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Transmission and Distribution Services, Inc. a corporation with its office located at P.O. Box 547, Glenbrook, NV 89413-0574 ("Contractor") (together sometimes referred to as the "Parties") as of 4/3/2018 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

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

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

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation;
- 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. (Required for all Contractors providing engineering, architectural, design, and similar services requiring special licensing from the State of California.) Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim.

4.4 All Policies Requirements.

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

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

4.4.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

- 6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation

and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such Work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

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 confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

9.4.3.1 Disclosure to employees, agents, 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:

Douglas Jones, President
Transmission and Distribution Services, Inc.
(TDS Leak Seal Specialists)
P.O. Box 547
Glenbrook, NV 89413
(775) 586-8300

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

TRANSMISSION AND DISTRIBUTION
SERVICES, INC.

Date

4/3/13


Date

3/28/13


JAMES H. POPE, General Manager


DOUGLAS W. JONES, President

Attest:


Assistant Secretary of the Commission
Approved as to Form:


General Counsel

EXHIBIT A

SCOPE OF WORK

Transmission and Distribution Services, Inc. ("Contractor") shall provide the following services to the Northern California Power Agency ("Agency") at any one of its facilities:

Contractor to provide leak sealing maintenance services on energized and deenergized equipment at the NCPA Generation Facilities, including:

- Leak detection;
- Repair of transformer oil leaks;
- Repair of bushing oil leaks;
- Gasket repair;
- Repair of circuit breaker SF6 gas leaks; and
- Other leak repairs as requested.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed \$500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

See attached rate sheet.

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

TRANSMISSION &
DISTRIBUTION
SERVICES



TDS STANDARD EXPENSE SHEET

As of January 2013

Hotel.....	\$150.00/day/technician or cost**
Per Diem.....	\$50.00/day/technician**
Truck.....	\$50.00/day
Travel.....	\$75.00/hour/technician (to and from job site)
Daily Job Site Mileage.....	\$1.25/mile
Mobilization.....	Per quotation; \$1.00 per mile
Demobilization.....	Per quotation; \$1.00 per mile
Air Fare.....	Cost at Coach Rate
Freight.....	Cost
Rental Vehicle.....	Cost
Technician Labor Rate.....	\$75.00/hour
Remove existing repair material.....	\$75.00/hour/technician
Clamp removal.....	\$75.00/hour/technician
Overtime Labor Rate.....	\$130.00/hour/technician (over 8-hour weekdays)
Emergency Labor Rate.....	\$175.00/hour/technician
	Nights/weekends/holidays
Crew Standby Labor Rate.....	\$150.00/two-technician crew
Emergency Response Time.....	24 hours

Calendar Year 2016

January						
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31						

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

Proposed Meeting Dates – Second Monday of each month:

January 11	July 11
February 8	August 8
March 14	September 12
April 11	October 10 (Columbus Day)
May 9	November 14
June 13	December 12



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Date: October 10, 2015
To: Lodi Energy Center Project Participant Committee
Subject: LEC Insurance Renewal

Background

The Agency utilizes the insurance brokerage services of Marsh, Inc., San Francisco, California to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed prior to the renewal date and remarketed as required to qualified insurers experienced in underwriting the applicable insurance risk.

Lodi Energy Center Operational Insurance Programs Renewal Proposal

The Lodi Energy Center operational property and liability insurance renewals are proposed at the same limits. The annual premium costs are expected to be \$558,573 for property coverage and \$100,973 for general liability. The rate for property is expected to decrease by 2% and rate for liability is expected to increase by 5% compared to last year.

Fiscal Impact

LEC insurance renewals have been accomplished within the Insurance Program budget. Total cost of the LEC project insurance is \$710,000. This project was included in the current fiscal year budget. Funds are available in the 924-009-000-190-070-010 (property insurance) and 925-009-000-190-070-010 (Liability insurance) accounts to fund this project. Cost allocation will be based on generation entitlement share.

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC pass a motion to approve the proposed major insurance renewals and authorizes the General Manager or his designee to bind the coverage at amounts not to exceed the proposed premiums.

Respectfully submitted,

DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

RUI DAI
Energy Risk Manager

Attachment

- LEC NCPA Insurance Program Overview 2016



September 29, 2015

Lodi Energy Center Northern California Power Agency Operational Insurance Program Overview

Marsh Risk and Insurance Services
Brian Cooney
San Francisco, CA 94014

Lodi Energy Center Operating Insurance Programs





Lodi Energy Center Operating Insurance Property Program

NAMED INSURED Lodi Energy Center

POLICY PERIOD November 20, 2015 to November 20, 2016

PROPOSED "All Risk" of Property Damage including
Earth Movement, Flood, Boiler & Machinery

Terrorism (Optional)

Extra Expense/Replacement Cost Power (Optional)



Lodi Energy Center Operating Insurance Property Program

PROPERTY POLICY LOSS LIMIT

\$325,000,000	Per occurrence (excludes Time Element & Terrorism)
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SELECT SUBLIMITS

\$25,000,000	Earth Movement per occurrence/annual aggregate
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\$25,000,000	Flood per occurrence/annual aggregate
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Lodi Energy Center Operating Insurance Property Program

DEDUCTIBLES

\$1,000,000	Turbine Generator
\$500,000	Each occurrence for “All Risk” Property Damage
\$100,000	Flood
5% or \$250,000	Earthquake
Min – Greater of.	
\$50,000	Transit



Lodi Energy Center Operating Insurance Property Program

VALUATION Property Damage – Replacement Cost

Time Element/Replacement Cost Power—Actual Loss Sustained

No Coinsurance or Margin Clauses

PREMIUM - Indication based on a 5% rate reduction

PROPERTY \$552,211

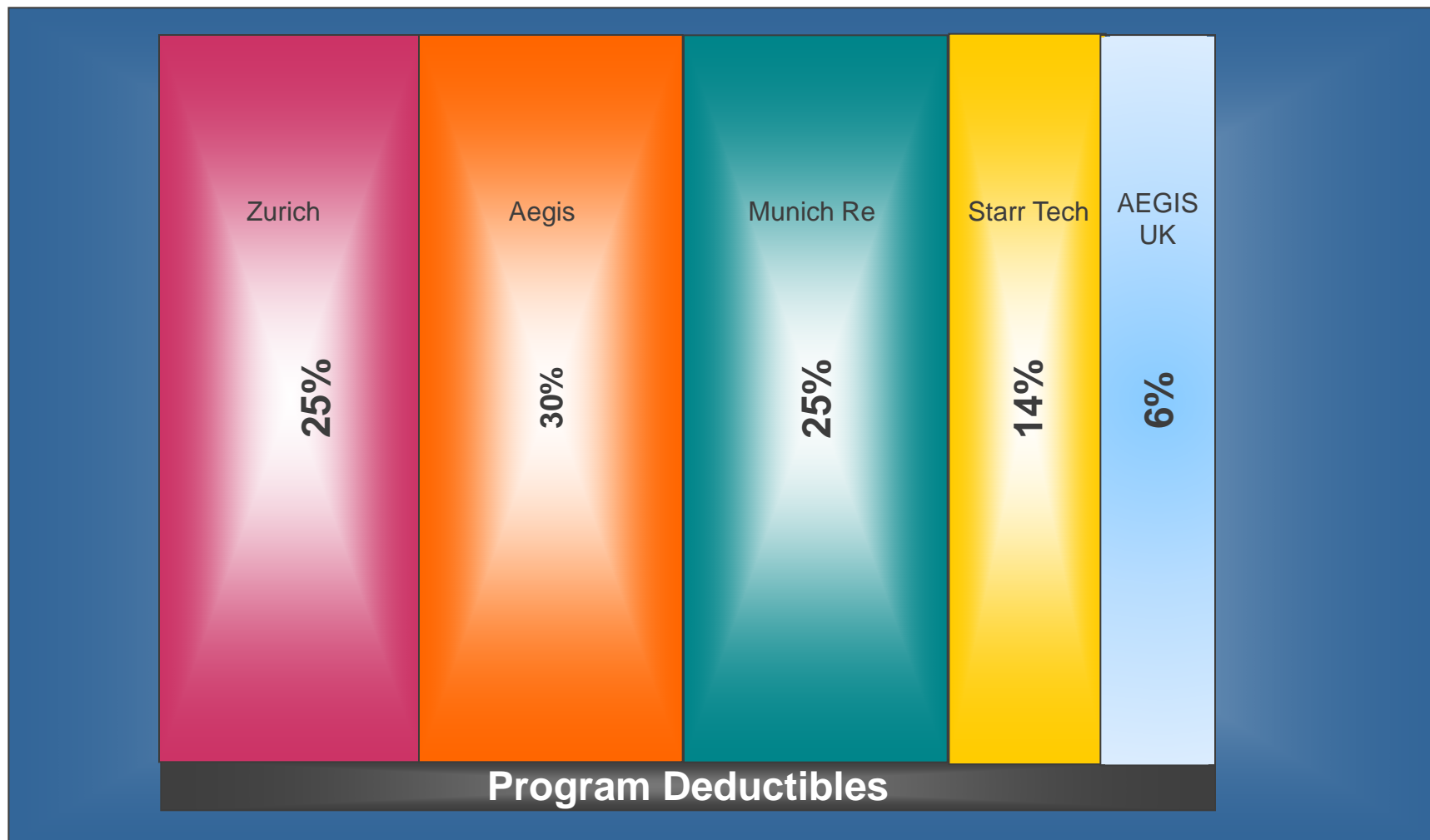
(.159 per \$100 Total Insured Value of \$347,302,702)

TIME ELEMENT TBD – Currently Not Purchased

(Estimated annual Exposure \$8,885,608)

(Subject to 60 Day Waiting period)

Lodi Energy Center Operating Insurance Property Program Structure





Lodi Energy Center Operating Insurance Casualty Program

Scope of Casualty Insurance

3rd Party Bodily Injury and Property Damage

Insurance coverage includes:

- ✓ General Liability
- ✓ Pollution Liability
- ✓ Automobile Liability
- ✓ Employer's Liability
- ✓ Employment Practices Liability

Lodi Energy Center Operating Insurance Casualty Program

Self Insured Retention \$ 200,000

▪ Casualty

➤ *Limits of Liability:*

- **\$35,000,000** Each Occurrence – Limit of Liability*
- **\$70,000,000** General Aggregate
- Joint Venture – refer to policy*
- \$35,000,000 Aggregate – Products Liability and Completed Operations Liability*
- \$35,000,000 Aggregate – Failure to Supply*
- \$35,000,000 Aggregate – Pollution
- \$35,000,000 Each Occurrence – Medical Malpractice Injury*
- \$35,000,000 Aggregate – Wildfire*

*Subject to \$70,000,000 General Aggregate

Lodi Energy Center Operating Insurance Casualty Program Structure

