



12745 N. Thornton Road
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LEC PPC Agenda

Date: February 7, 2018

Subject: February 12, 2018 Lodi Energy Center Project Participant Committee Meeting

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

Time: 10:00 a.m.

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 106 Polo Rd Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 1500 Warburton Avenue, Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702	MODESTO IRRIGATION DISTRICT 1231 Eleventh Street Modesto, CA 95354	

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

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

1. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item considered by the Lodi Energy Center Project Participant Committee at this meeting, before or during the 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 January 8, 2018 Regular Meeting Minutes

MONTHLY REPORTS

3. Operational Report for January 2018 – (Jeremy Lawson)

4. Market Data Report for January 2018 – Verbal Report (Mike Whitney)

5. Monthly Asset Report for December 2017 – (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 January 2018 – Accept by all Participants

8. Financial Report for January 2018 – Approve by all Participants

9. GHG Reports (excerpted from Monthly ARB) – Accept by all Participants

10. RFI Communications and Security Systems MTGSA – Staff is seeking approval of a five year Multi-Task General Services Agreement with RFI Communications and Security Systems

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with a not to exceed amount of \$1,000,000 for maintenance of Agency security systems including door access, intrusion and CCTV systems, for use at II facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

11. FY19 Initial Budget Presentation – Staff to present draft FY 2019 budget for review. (*Mike DeBortoli*)

12. Monthly Revenue True-Up – Staff to present Monthly Revenue True-Up change to include Variable O&M Costs (*Ken Speer/Accounting*)

CLOSED SESSION

13. Conference with Legal Counsel – Existing litigation pursuant to California Government Code Section 54956.9(d)(1): One case:

- a.** Pacific Gas and Electric Company's (U 39 G) 2019 Gas Transmission and Storage Rate Case, *Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2019 – 2021*, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).

INFORMATIONAL/ DISCUSSION ITEMS

14. Introduction to the Extranet LEC Margin Report – Information Services staff will demonstrate the new extranet LEC Margin Report tool (*Information Services Staff*)

15. Additional Operational Updates – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: March 12, 2018

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate 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 Regular Meeting
January 8, 2018 - MEETING MINUTES
Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
10:03 A.M.

1. Call Meeting to Order and Roll Call

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

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Lehr	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Yarbrough	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	7	85.1858%
Absent	6	14.8142%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	January 8, 2018	

Public Forum

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

2. Meeting Minutes

The draft minutes from the December 11, 2017 Regular Meeting, December 11, 2017 Indenture Group A Meeting, and revised minutes from the November 13, 2017 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 1/8/2018

Motion: The PPC approves the minutes from the December 11, 2017 Regular Meeting, the December 11, 2017 Indenture Group A Meeting, and the updated minutes from the November 13, 2017 Regular Meeting as presented or *including any edits discussed at today's meeting.*

Moved by: CDWR

Seconded by: Lodi

Discussion: 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	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:		Motion passed

MONTHLY REPORTS

3. Operational Reports for December 2017

Jeremy Lawson presented the Operational Report for December. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. There are no changes to the 2018 outage schedule.

The operational report reflected monthly production of 149,305 MWH, 569 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 280MW Pmax of 71.7% and 302MW Pmax of 66.4%. There were eleven hot starts, eleven warm starts, and zero cold starts during the month.

4. Market Data Report for December 2017

Mike Whitney presented the operating and financial settlement results for the month. LEC was committed to CAISO 31 out of 31 available days. Most startups were for mid to long-term runs, with eight 24-hour runs in the month of December. Martin Caballero noted that there appeared to be positive revenue every day of the month. The month of December had very strong overall monthly margins, similar to November.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report for November 2017. Mike reported that November continued the pattern of higher than projected revenues and energy prices, resulting in positive net costs. While a number of factors likely contributed to the continuation of this trend, Mike highlighted the plant reliability, resulting in low fixed costs, and how that contributes to positive monthly margins. Mike reviewed the monthly historical comparisons as well as the 12-month history.

6. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for December 2017 on behalf of Ken Goeke. Jesse reviewed bidding and calculating net start-up costs. Jesse shared that we continue to net expected startup energy revenues. The Pooling Group has been experimenting with adding a long-term maintenance costs to the day-ahead bid to mitigate mid-day shutdowns by the CAISO. The plant was awarded every day of the month. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items 7 – 9)

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

Date: 1/8/2018

Motion: The PPC approves the Consent Calendar items consisting of agenda items no. **7.** Treasurer's Report for December 2017; **8.** Financial Reports for December 2017; **9.** GHG Reports excerpted from monthly ARB

Moved by:

Lodi

Seconded by:

CDWR

Discussion: 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	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passes.	

BUSINESS ACTION ITEMS

10. Adjourned to Closed Session

The PPC adjourned to Closed Session at 10:24 a.m. A Closed Session discussion was had pursuant to California Government Code Section 54956.9(d)(1) regarding Pacific Gas and Electric Company's 2019 Gas Transmission and Storage Rate Case, *Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2019 – 2021*, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).

At 10:35 a.m. the Committee returned to Open Session. General Counsel Jane Luckhardt advised that no reportable action was taken during the Closed Session.

INFORMATIONAL ITEMS

17. Additional Operational Updates

There were no additional operational updates at this time.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, February 12, 2018.

The meeting was adjourned at 10:36 a.m.

Submitted by: Michelle Schellentrager

DRAFT

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 3

Date: 2/12/2018

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

1/27/18 - Emission issue forced a 1 hour shut down.

Planned Outage Summaries:

- 2018 – April 2nd – 22nd Steam Turbine , BOP, HRSG Seals, Generator Inspections

Generating Unit Statistics:**Report
Date:**

1/1/2018

1. Monthly Production 141,208 MWH
2. Productivity Factor
 - a. Service Hours 553 Hours
 - b. Service Factor 74.3 %
 - c. Capacity Factor @ 280MW Pmax 67.8 %
 - d. Capacity Factor @ 302MW Pmax 62.8 %
3. Equivalent Operating Availability (EOA) 99.8 %
4. Forced Outage Rate (FOR)
 - a. Total LEC Plant FOR 0.3 %

5. Heat Rate Deviation

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

MW Range	PMOA HR BTU/kW- Hr	Average HR BTU/kW- Hr	Deviation %	Production MWH	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	6,962	1.34%	142	\$52
Seg. 3 275 - 284	6971	6,992	0.29%	2,347	\$193
Seg. 4 250 - 275	7081	7,018	-0.89%	16,315	-\$4,126
Seg. 5 225 - 250	7130	7,091	-0.55%	4,693	-\$737
Seg. 6 200 - 225	7200	7,206	0.09%	2,953	\$76
Seg. 7 175 - 225	7450	7,499	0.65%	3,800	\$738
Seg. 8 165 - 175	7760	7,906	1.88%	1,948	\$1,135
	7,164	7,239	0.25%	32,197	-\$2,669

6. AGC Control Deviation

MW Range	High Dev MWH	Low Dev MWH	Total Dev MWH	Cost \$
Bad AGC Data for May				
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	156	-85	241	\$6,713
Seg. 3 275 - 284	71	-209	280	\$7,824
Seg. 4 250 - 275	119	-36	155	\$4,349
Seg. 5 225 - 250	76	-33	110	\$3,109
Seg. 6 200 - 225	29	-59	87	\$2,514
Seg. 7 175 - 225	26	-69	95	\$2,855
Seg. 8 165 - 175	8	-4	12	\$374
	486	-494	980	\$27,738

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	12	10	0
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	70	108	0
Start Time Deviation (%)	-7%	-2%	0%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,251	1,585	0
Fuel Deviation (%)	-4%	-12%	0%
Costs of Fuel Deviations (\$)	-\$196	-\$860	\$0

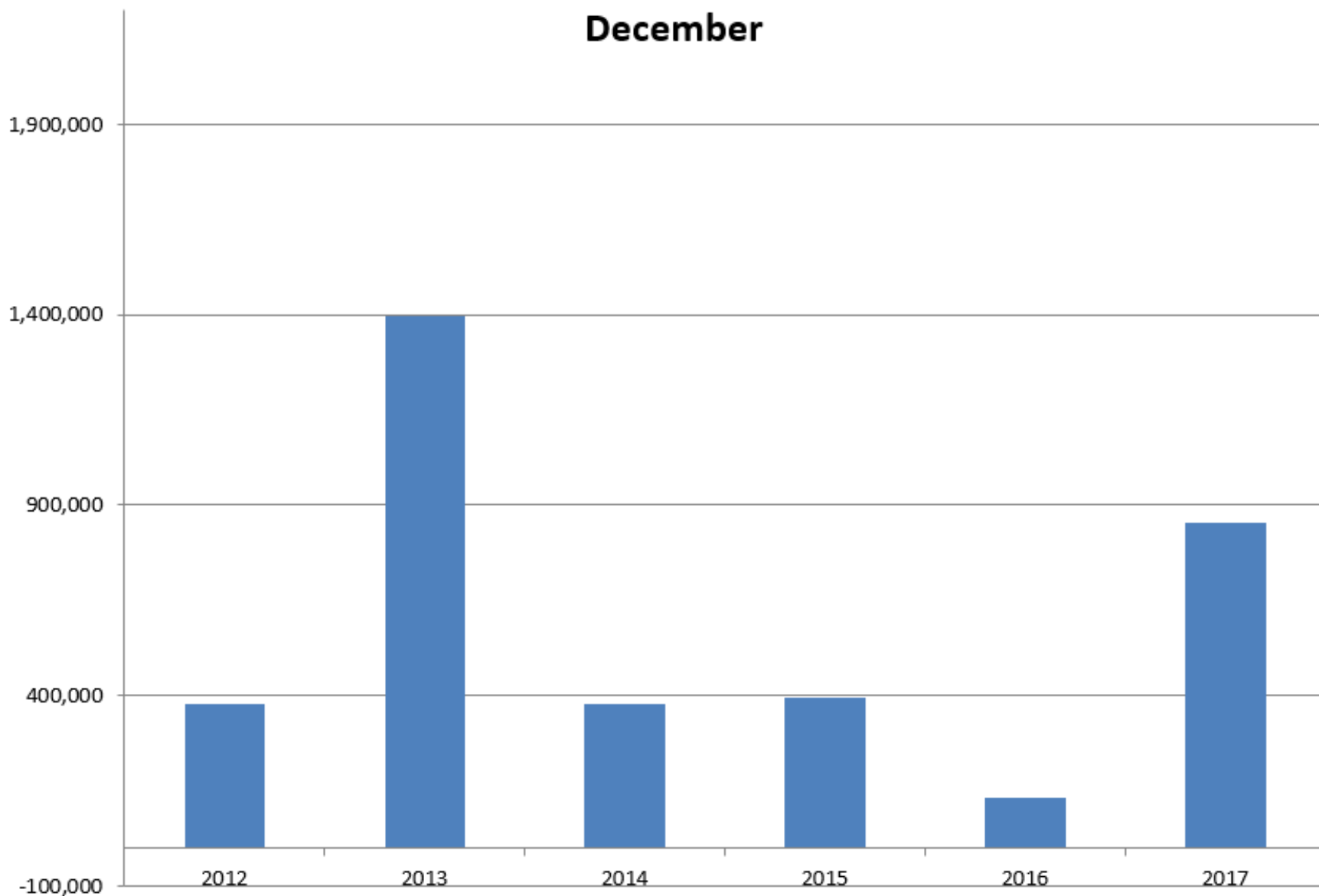
Definitions:

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

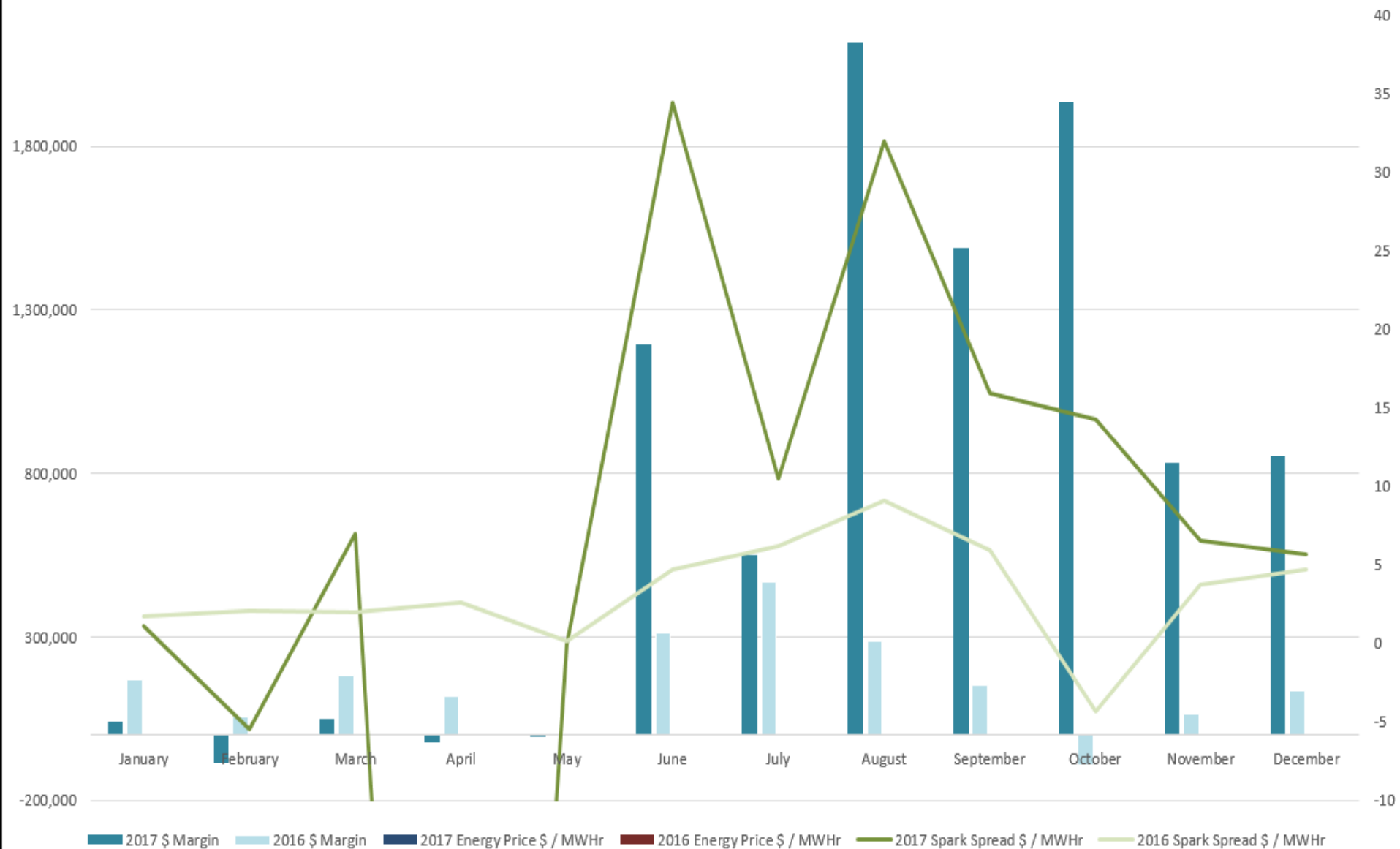
December Asset Report

	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	5,790,403	3,380,614	2,935,029	2,409,789	71%	
VOM	4,556,401	2,223,552	2,661,908	2,332,849	105%	
Fixed	734,382	941,780	929,647	(207,398)	-22%	
Projects	167,733	219,705	219,705	(51,972)	-24%	
A&G	147,607	186,895	186,895	(39,288)	-21%	
Debt	2,201,387	2,201,387	2,201,387	0	0.00%	
Net Cost	(2,017,107)	(2,392,705)	(3,264,513)	375,598	-16%	
Net Annual Cost		(29,894,747)	(41,127,058)	\$11,232,311		
				Below budget by 27.31%		

December



Historical Monthly Comparison



Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 02/06/2018

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2017 Budget	Percent Used	Comments
VOM	2,131,885	2,263,977	3,222,709	5,791,354	4,153,010	4,556,401	2,868,841	716,436	339,397	764,026	524,220	1,882,649	29,214,904	18,381,034	158.9%	
Capacity Factor	25%	32%	46%	65%	63%	72%	55%	18%	6%	2%	11%	38%	36%	16%	228.9%	Higher than planned
Fuel Consumed (mmBTU, estimated)	408,530	491,555	682,614	978,397	913,511	1,073,960	785,339	235,592	87,570	23,338	161,783	521,847	6,364,037	2,587,320	246.0%	
Avg Fuel Cost (\$/mmBTU)	4.26	4.31	3.75	3.57	3.55	3.34	1.28	1.89	2.51	2.89	2.02	1.53	3.08	5.75	53.6%	Lower than planned
Power Produced (MWhr, estimated)	54,015	66,206	93,624	136,039	126,574	149,299	114,648	34,393	12,784	3,407	23,618	76,182	890,789	377,711	235.8%	
Avg Power Price (\$/MWhr)	51.53	73.18	52.16	49.46	41.08	38.78	38.23	43.17	49.22	48.62	45.78	40.18	46.07	52.32	88.1%	Less than forecast
Operations / Variable / LTSA	29,334	86,135	58,161	1,442,649	118,611	52,057	1,182,952	67,687	43,941	676,464	57,240	630,712	4,445,942	1,263,067	352.0%	
Fuel (estimated)	1,738,553	2,120,273	2,560,852	3,494,733	3,243,482	3,584,525	1,005,339	444,592	219,570	67,338	326,783	796,847	19,602,888	14,877,170	131.8%	
AB32 GHG Offset (estimated)	329,888	22,196	556,527	795,806	740,179	859,656	633,545	190,056	70,644	18,827	130,513	420,982	4,768,818	2,044,488	233.3%	
CA ISO Charges (estimated)	34,109	35,373	47,170	58,166	50,738	60,163	47,006	14,101	5,241	1,397	9,683	34,109	397,257	196,309	202.4%	
Routine O&M (Fixed)	725,314	810,496	882,256	741,746	835,642	770,850	1,392,434	871,738	810,520	1,328,812	808,836	821,821	10,800,466	11,210,509	96.3%	
Maintenance / Fixed	170,690	182,526	274,205	255,132	284,832	261,322	270,654	316,592	261,740	535,000	255,055	250,041	3,317,790	3,336,592	99.4%	
Administration	14,307	2,096	4,956	5,999	5,299	2,518	17,000	17,000	17,000	17,000	17,000	17,000	137,175	230,934	59.4%	
Mandatory Costs	36,388	135,865	10,376	6,814	36,849	11,826	10,000	3,000	7,000	60,000	12,000	30,000	360,118	291,959	123.3%	
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	380,095	350,342	460,520	350,541	380,877	371,924	397,968	397,968	397,968	590,000	397,968	397,968	4,874,139	5,051,714	96.5%	
Insurance	0	0	0	0	4,525	0	570,000	10,367	0	0	0	0	584,892	765,367	76.4%	
Power Management & Settlements	123,260	123,260	123,260	123,260	123,260	123,260	123,260	123,259	123,260	123,260	123,260	123,259	1,479,118	1,479,117	100.0%	
Other Costs	574	16,407	8,939	0	0	0	3,552	3,552	3,552	3,552	3,553	3,553	47,234	54,826	86.2%	
Projects	167,733	167,733	172,993	171,602	208,965	214,399	219,704	219,704	219,705	219,704	219,704	219,705	2,421,651	2,636,452	91.9%	
Maintenance Reserve	167,733	167,733	167,733	167,733	167,733	167,733	167,733	167,733	167,734	167,733	167,733	167,734	2,012,798	2,012,800	100.0%	
Operations & Maintenance Projects	0	0	5,260	3,869	41,232	0	5,304	5,304	5,305	5,304	5,304	5,305	82,187	63,652	129.1%	
Capital Projects	0	0	0	0	0	46,666	46,667	46,667	46,666	46,667	46,667	46,666	326,666	560,000	58.3%	
A&G	153,787	164,932	191,347	153,371	143,902	147,607	186,895	186,896	186,896	186,896	186,896	186,895	2,076,320	2,242,744	92.6%	
Administrative & General (Allocated)	134,528	143,874	163,801	132,923	124,780	125,093	156,946	156,947	156,947	156,947	156,947	156,946	1,766,679	1,883,356	93.8%	
Generation Services Shared	19,259	21,058	27,546	20,448	19,122	22,514	29,949	29,949	29,949	29,949	29,949	29,949	309,641	359,388	86.2%	
Total O&M Cost	3,178,719	3,407,138	4,469,305	6,858,073	5,341,519	5,689,257	4,667,874	1,994,774	1,556,519	2,499,438	1,739,656	3,111,071	44,513,342	34,470,739	129.1%	
Debt Service	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,387	2,201,386	2,201,386	2,201,386	2,201,386	26,416,640	26,416,640	100.0%	
Revenues	2,783,231	4,844,949	4,883,330	6,728,660	5,200,061	5,790,403	4,382,796	1,484,912	629,171	165,665	1,081,269	3,060,787	41,035,234	19,760,321	207.7%	
ISO Energy Sales (estimated)	2,783,231	4,844,744	4,883,142	6,728,660	5,200,061	5,790,403	4,382,796	1,484,912	629,171	165,665	1,081,269	3,060,787	41,034,841	19,760,321	207.7%	
Other Income	0	205	188	0	0	0	0	0	0	0	0	0	393	0		
Net	(\$2,596,875)	(\$763,576)	(\$1,787,362)	(\$2,330,800)	(\$2,342,845)	(\$2,100,241)	(\$2,486,465)	(\$2,711,248)	(\$3,128,734)	(\$4,535,158)	(\$2,859,773)	(\$2,251,670)	(\$29,894,747)	(\$41,127,058)	Below budget by 27.31%	



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: February 12, 2018

To: LEC Project Participant Committee

Subject: Treasurer's Report for the Month Ended January 31, 2018

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

Cash - At month end cash totaled \$42,242.

Investments - The carrying value of the LEC's investment portfolio totaled \$33,057,848 at month end. The current market value of the portfolio totaled \$32,618,199.

The overall portfolio had a combined weighted average interest rate of 1.779% with a bond equivalent yield (yield to maturity) of 1.466%. Investments with a maturity greater than one year totaled \$21,328,000. During the month \$2.3 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased by 1 basis point (from 1.42% to 1.43%) and rates on one year T-Bills increased by 3 basis points (from 1.76% to 1.79%).

To the best of my knowledge and belief, all securities held by LEC as of January 31, 2018 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,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

JANUARY 31, 2018

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
January 31, 2018

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	9,654,227	9,654,227	29.17%	9,651,476
Debt Service Reserve	-	12,119,412	12,119,412	36.61%	11,828,686
O & M Reserve	-	11,211,953	11,211,953	33.87%	11,065,781
	-	32,985,592	32,985,592	99.65%	32,545,943
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	72,256	72,256	0.22%	72,256
Transmission Upgrade Escrow ¹	42,242	-	42,242	0.13%	-
Participant Deposit Account	-	-	-	0.00%	-
	\$ 42,242	\$ 33,057,848	\$ 33,100,090	100.00%	\$ 32,618,199

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
January 31, 2018

	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	\$ -	\$ 2,540	\$ 349	\$ -	\$ (2,207,549)	\$ 2,204,660	-
Debt Service Reserve	-	22,472	-	-	(22,472)	-	-
O & M Reserve	-	24,353	-	-	(24,353)	-	-
	-	49,365	349	-	(2,254,374)	2,204,660	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	219	(219)	-	-	-	-
Transmission Upgrade Escrow ¹	-	7	-	-	-	-	7
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 49,591	\$ 130	\$ -	\$ (2,254,374)	\$ 2,204,660	\$ 7

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
January 31, 2018

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	2,207,549	(349)	8,782	-	-	2,215,982
Debt Service Reserve	22,472	-	(6,815)	-	-	15,657
O & M Reserve	24,353	-	(1,531)	-	-	22,822
	\$ 2,254,374	\$ (349)	\$ 436	\$ -	\$ -	\$ 2,254,461
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	-	219	-	-	-	219
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	\$ 2,254,374	\$ (130)	\$ 436	\$ -	\$ -	\$ 2,254,680

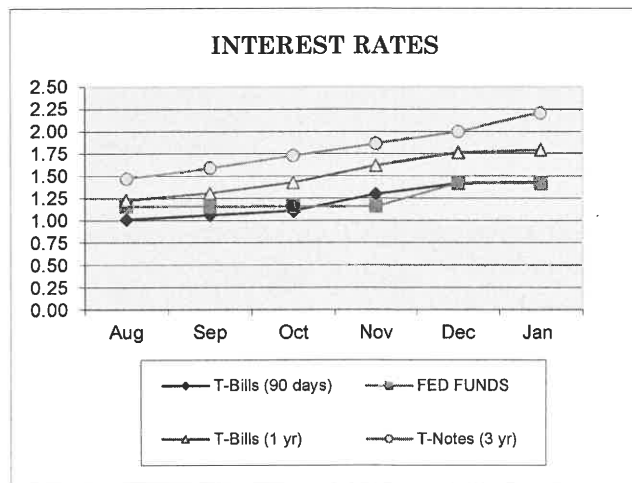
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(436)
Net Change in Investment --Before Non-Cash Activity	<u><u>\$ 2,254,244</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
January 31, 2018**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.779%	1.466%
Debt Service Account	1.378%	1.405%
Debt Service Reserve	2.350%	1.631%
O & M Reserve	1.510%	1.341%
GHG Cash Account	1.205%	1.205%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Ovrnight)	1.42%	0.66%
T-Bills (90da.)	1.43%	0.51%
Agency Disc (90da.)	1.44%	0.53%
T-Bills (1yr.)	1.79%	0.81%
Agency Disc (1yr.)	1.86%	0.81%
T-Notes (3yr.)	2.21%	1.48%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
January 31, 2018**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$9,694	\$ -	\$ -	\$ 21,328	\$ -	\$ 31,022	94.32%
Corporate Bonds (MTN)	-	-	-	-	-	-	-	-	0.00%
US Bank Trust Money Market	150	-	-	-	-	-	-	150	0.46%
Commercial Paper	-	-	-	-	-	-	-	-	0.00%
Investment Trusts (LAIF)	1,670	-	-	-	-	-	-	1,670	5.08%
U.S.Treasury Market Acct.	47	-	-	-	-	-	-	47	0.14%
U.S.Treasury Bill	-	-	-	-	-	-	-	-	0.00%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 1,867	\$0	\$9,694	\$0	\$0	\$21,328	\$0	\$ 32,889	100.00%
Total Percents	5.68%	0.00%	29.47%	0.00%	0.00%	64.85%	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
01/31/2018**

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	843	0.100	07/01/2013	843		1	0.100	843	SYS79003	79003	843
Federal Home Loan Ba	USBT	3,542,000	1.350	12/28/2017	3,522,342	05/25/2018	113	1.376	3,525,671	313385XF8	26505	3,526,991
Federal Home Loan Ba	USBT	698,000	1.474	01/31/2018	694,568	05/31/2018	119	1.502	694,608	313385XM3	26520	694,597
Fund Total and Average		\$ 4,240,843	1.370		\$ 4,217,753		114	1.397	\$ 4,221,122			\$ 4,222,431

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	733	0.100	07/01/2013	733		1	0.100	733	SYS79004	79004	733
Federal Home Loan Ba	USBT	735,000	1.350	12/28/2017	730,921	05/25/2018	113	1.376	731,612	313385XF8	26506	731,885
Federal Home Loan Ba	USBT	729,000	1.475	01/31/2018	725,416	05/31/2018	119	1.502	725,457	313385XM3	26518	725,446
Fund Total and Average		\$ 1,464,733	1.412		\$ 1,457,070		116	1.439	\$ 1,457,802			\$ 1,458,064

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	151	0.100	07/01/2013	151		1	0.100	151	SYS79011	79011	151
Federal Home Loan Ba	USBT	2,844,000	1.350	12/28/2017	2,828,216	05/25/2018	113	1.376	2,830,889	313385XF8	26507	2,831,949
Federal Home Loan Ba	USBT	441,000	1.475	01/31/2018	438,832	05/31/2018	119	1.502	438,857	313385XM3	26516	438,850
Fund Total and Average		\$ 3,285,151	1.367		\$ 3,267,199		114	1.393	\$ 3,269,897			\$ 3,270,950

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	993	0.100	07/01/2013	993		1	0.100	993	SYS79012	79012	993
Federal Home Loan Ba	USBT	355,000	1.350	12/28/2017	353,030	05/25/2018	113	1.376	353,363	313385XF8	26508	353,496
Federal Home Loan Ba	USBT	350,000	1.474	01/31/2018	348,279	05/31/2018	119	1.502	348,299	313385XM3	26523	348,294
Fund Total and Average		\$ 705,993	1.410		\$ 702,302		116	1.437	\$ 702,655			\$ 702,783
GRAND TOTALS:		\$ 9,696,720	1.378		\$ 9,644,324		114	1.405	\$ 9,651,476.			\$ 9,654,228

*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 01/31/2018



Northern California Power Agency
Treasurer's Report

01/31/2018

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	84,114	0.100	07/01/2013	84,114		1	0.100	84,114	SYS79005	79005	84,114
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,209	1.659	4,245,681	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,288	1.699	143,466	3137EAEC9	26454	147,069
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,590	1.760	4,034,195	313379Q69	26463	4,162,237
Fund Total and Average		\$ 8,694,114	1.857		\$ 8,759,068		1380	1.693	\$ 8,507,456			\$ 8,753,420

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	37,704	0.100	07/01/2013	37,704		1	0.100	37,704	SYS79006	79006	37,704
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	862	1.540	2,200,384	313370E38	26455	2,235,652
Fund Total and Average		\$ 2,182,704	3.321		\$ 2,292,850		848	1.516	\$ 2,238,088			\$ 2,273,356

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	25,168	0.100	07/01/2013	25,168		1	0.100	25,168	SYS79013	79013	25,168
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	515	1.400	1,057,974	3133XU9G6	26456	1,067,469
Fund Total and Average		\$ 1,050,168	4.277		\$ 1,107,876		503	1.370	\$ 1,083,142			\$ 1,092,637
GRAND TOTALS:		\$ 11,926,986	2.350		\$ 12,159,794		1201	1.631	\$ 11,825,686			\$ 12,119,413

*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 01/31/2018

Investment #26337 FFCB Callable anytime



Northern California Power Agency

Treasurer's Report

01/31/2018

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		1,597,756	1.204	07/01/2013	1,597,756		1	1.204	1,597,756	SYS70047	70047	1,597,756
Union Bank of Califo	UBOC	47,352	0.002	07/18/2013	47,352		1	0.002	47,352	SYS70041	70041	47,352
Federal National Mtg	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	383	1.220	2,929,392	3135G0ZA4	26248	2,952,683
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	855	1.550	3,555,931	3130ABJQ0	26440	3,614,161
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	880	1.300	2,935,350	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,193,108	1.510		\$ 11,257,202		612	1.341	\$ 11,065,781			\$ 11,211,952
GRAND TOTALS:		\$ 11,193,108	1.510		\$ 11,257,202		612	1.341	\$ 11,065,781			\$ 11,211,952

*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 01/31/2018



Northern California Power Agency
Treasurer's Report

01/31/2018

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 Invesim		72,256	1.204	07/01/2013	72,256		1	1.204	72,256	SYS70046	70046	72,256
Fund Total and Average		\$ 72,256	1.205		\$ 72,256		1	1.205	\$ 72,256			\$ 72,256
GRAND TOTALS:		\$ 72,256	1.205		\$ 72,256		1	1.205	\$ 72,256			\$ 72,256

*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 01/31/2018



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 8

Date: February 12, 2018

To: Lodi Energy Center Project Participant Committee

Subject: January 31, 2018 Financial Reports (Unaudited)

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

	January	
	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 72,037	\$ 71,541
Interest receivable	168	18
Inventory and supplies - at average cost	2,110,855	2,080,519
Prepaid insurance	-	413,813
Due from (to) Agency, net	23,081,053	12,967,171
TOTAL CURRENT ASSETS	25,264,113	15,533,062
RESTRICTED ASSETS		
Cash and cash equivalents	1,810,077	5,504,451
Investments	31,167,957	26,982,946
Interest receivable	82,205	59,956
TOTAL RESTRICTED ASSETS	33,060,239	32,547,353
ELECTRIC PLANT		
Electric plant in service	423,793,167	423,640,289
Less: accumulated depreciation	(75,465,058)	(60,854,477)
	348,328,109	362,785,812
Construction work-in-progress	107,024	102,031
TOTAL ELECTRIC PLANT	348,435,133	362,887,843
OTHER ASSETS		
Regulatory assets	22,733,968	20,613,027
TOTAL OTHER ASSETS	22,733,968	20,613,027
TOTAL ASSETS	\$ 429,493,453	\$ 431,581,285

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

	January	
	2018	2017
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 3,469,885	\$ 1,423,805
Member advances	-	
Operating reserves	13,543,981	12,290,526
Current portion of long-term debt	10,355,000	9,950,000
Accrued interest payable	2,577,305	2,720,076
TOTAL CURRENT LIABILITIES	29,946,171	26,384,407
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,716,009	1,715,401
Long-term debt, net	340,692,871	351,498,942
TOTAL NON-CURRENT LIABILITIES	342,408,880	353,214,343
TOTAL LIABILITIES	372,355,051	379,598,750
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	41,657,196	42,716,986
NET POSITION		
Invested in capital assets, net of related debt	(19,398,186)	(18,572,626)
Restricted	18,379,178	18,775,190
Unrestricted	16,500,214	9,062,985
TOTAL NET POSITION	15,481,206	9,265,549
TOTAL LIABILITIES AND NET POSITION	\$ 429,493,453	\$ 431,581,285

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

		Seven Months Ended January	
		2018	2017
SALES FOR RESALE			
Participants	\$	22,718,863	\$ 22,539,528
Other		38,148,516	11,788,536
TOTAL SALES FOR RESALE		60,867,379	34,328,064
OPERATING EXPENSES			
Operations		25,867,792	11,728,632
Depreciation		8,523,680	8,520,053
Purchased power		3,194,787	1,844,766
Maintenance		2,321,447	2,355,090
Administrative and general		2,423,035	2,430,393
Transmission		638,225	269,282
Intercompany (sales) purchases		131,629	147,108
TOTAL OPERATING EXPENSES		43,100,595	27,295,324
NET OPERATING REVENUES		17,766,784	7,032,740
OTHER REVENUES (EXPENSES)			
Interest expense		(9,016,585)	(9,290,626)
Interest income		399,403	116,625
Other		1,523,023	7,261,826
TOTAL OTHER REVENUES (EXPENSES)		(7,094,159)	(1,912,175)
FUTURE RECOVERABLE AMOUNTS		1,081,514	1,455,198
REFUNDS TO PARTICIPANTS		(2,480,564)	(277,699)
INCREASE IN NET POSITION		9,273,575	6,298,064
NET POSITION			
Beginning of year		6,207,631	2,967,485
End of period	\$	15,481,206	\$ 9,265,549

**Lodi Energy Center
FY 2018 Operating Costs
As of January 31, 2018**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 1,263,067	\$ 2,914,993	\$ (1,651,926)	0%	A
Fixed	3,336,592	1,761,035	1,575,557	47%	
Administration	230,934	41,263	189,671	82%	B
Mandatory Costs	291,959	253,801	38,158	13%	
Routine O&M Costs without Labor	5,122,552	4,971,092	151,460	3%	
Labor	5,051,714	2,632,563	2,419,151	48%	
Total Routine O&M Cost	10,174,266	7,603,655	2,570,611	25%	
Other Costs					
Fuel	14,877,170	19,673,748	(4,796,578)	0%	C
CA ISO Charges	196,309	638,225	(441,916)	0%	
CA ISO Purchased Energy	3,724,590	3,194,787	529,803	14%	
Debt Service	26,416,640	15,389,470	11,027,170	42%	
Insurance	765,367	51,958	713,409	93%	D
Other Costs	54,826	23,818	31,008	57%	
Generation Services Shared	359,388	151,948	207,440	58%	E
Administrative & General (Allocated)	1,863,356	949,998	933,358	50%	
Power Management Allocated Costs	1,479,117	862,818	616,299	42%	
Total O&M Cost	59,931,029	48,540,425	11,390,604	19%	
Projects					
Operations & Maintenance	63,652	56,303	7,349	12%	F
Capital	560,000	-	560,000	100%	
Maintenance Reserve	2,012,800	1,174,133	838,667	42%	
Total Projects	2,636,452	1,230,436	1,406,016	53%	
Annual Cost	62,567,481	49,770,861	12,796,620	20%	
Less: Third Party Revenue					
Interest Income	171,889	190,291	(18,402)	0%	G
ISO Energy Sales	19,760,321	37,145,345	(17,385,024)	0%	
Ancillary Services Sales	396,879	1,003,171	(606,292)	0%	
	20,329,089	38,339,200	(18,010,111)	0%	
Net Annual Cost to Participants	\$ 42,238,392	\$ 11,431,661	\$ 30,806,731	73%	
Total Variable Costs	20,061,136	26,421,753	(6,360,617)		
Total Fixed Costs	42,506,345	23,349,108	19,157,237		
	<u>\$ 62,567,481</u>	<u>\$ 49,770,861</u>	<u>\$ 12,796,620</u>		
Net Cumulative Generation (MWh)	377,711	766,953			
Total O&M Cost Per MWh	\$ 158.67	\$ 63.29			
Net Annual Cost Per MWh	\$ 111.83	\$ 14.91			

Footnotes:

General - The plant ran each day of the month.

January payroll, A&G allocation and generation services allocation are estimated.

A - Higher variable maintenance and chemical costs due to higher year to date generation.

B - Payments for annual CEC fee and Air Resources Board fee were higher than expected.

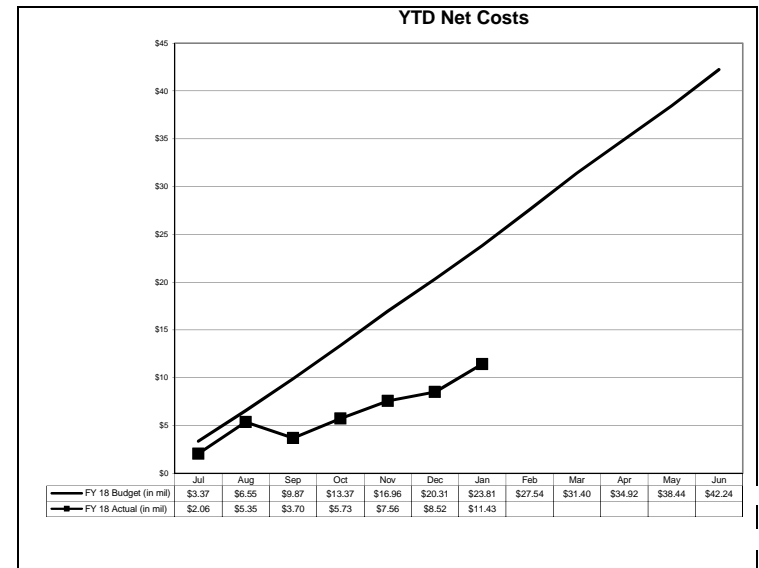
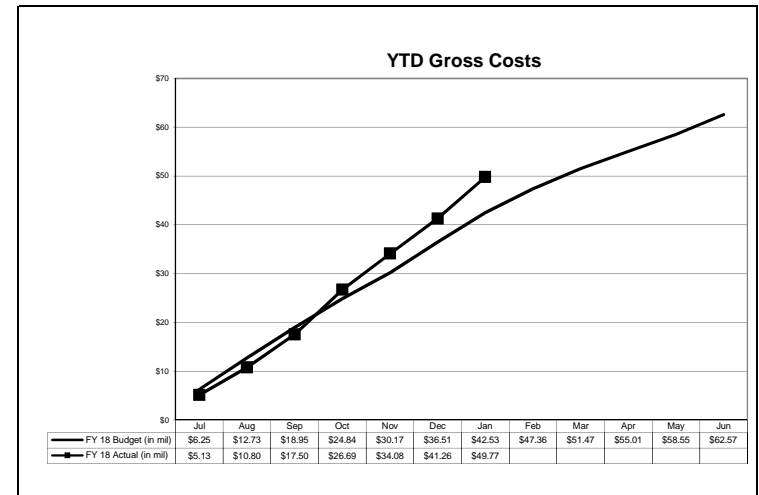
C - Higher fuel costs due to higher generation and higher natural gas costs per mmBtu.

D - Higher than budgeted CA ISO costs due to higher than anticipated GMC costs and transmission costs due to volume.

E - Higher than budgeted costs due to CA ISO real time settlement resulting in additional market purchases by NCPA and for Participants purchasing energy from CA ISO using LEC as the SC.

F - Engineering costs for relay replacements - costs projected to normalize for remainder of fiscal year.

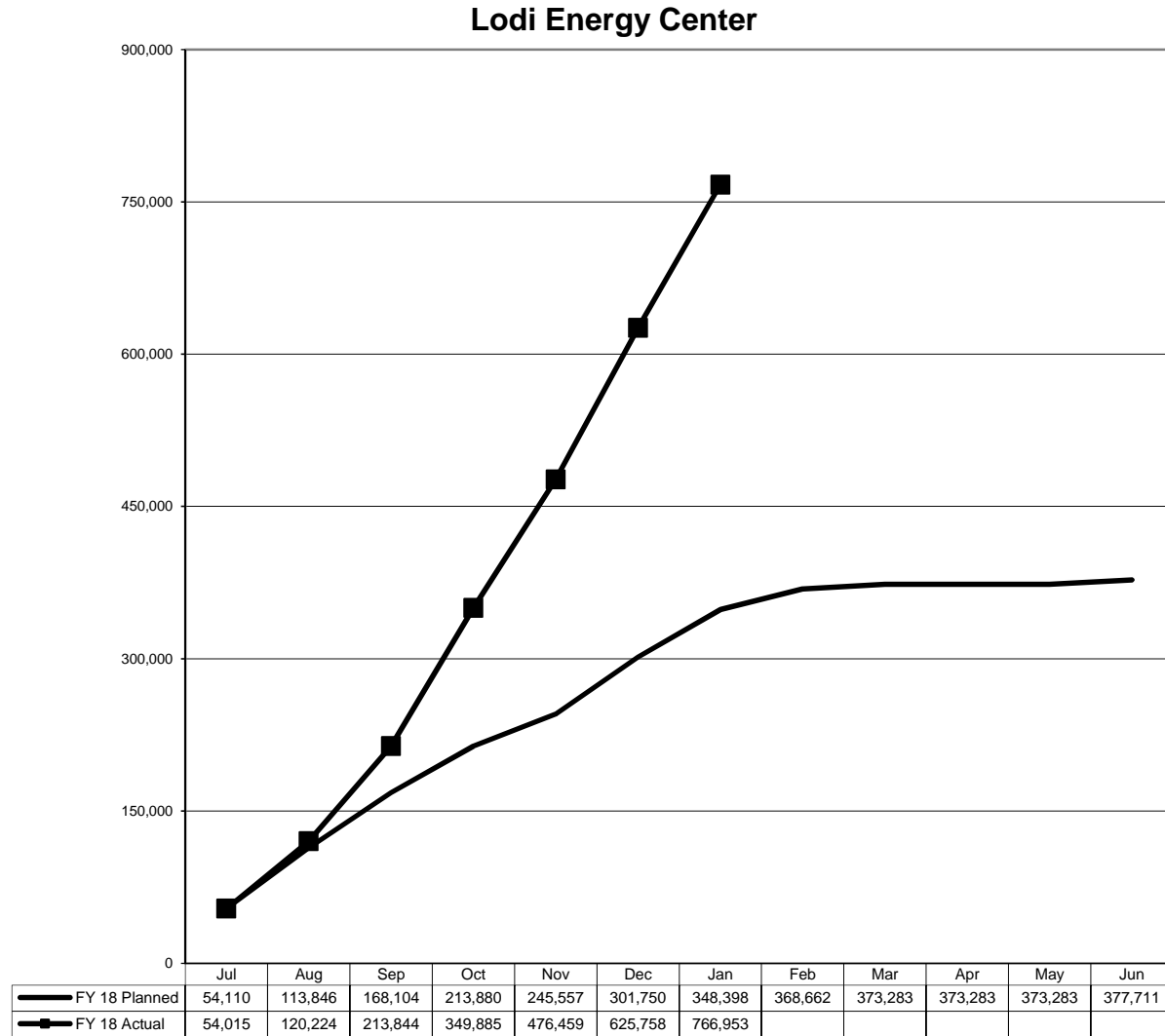
G - Higher than budgeted interest income due to increase in short term interest rates.



Note: Decrease in September net costs due to adjustment of energy sales in prior periods.

Annual Budget LEC Generation Analysis Planned vs. Actual FY 2018

In MWh



Note: Increase in generation due to decrease in gas transmission costs, making it economical for the plant to run.



Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 9

Date: February 12, 2018

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
	Actual													Compliance Year 2013 Total
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
HVAC/Water Heater (MT)													86,000	
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133
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	37,500	0	46,290	498,133
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	545,133
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	498,843	498,843	545,133	545,133
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(128,642)	(88,815)	(82,927)	(82,927)

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2014 Total
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)												173,000	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	41,170	500,265
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757
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	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757
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	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757
Cumulative MT Account Balance [MTA] (MT)	647,480	687,480	735,546	760,546	761,836	925,084	925,084	925,084	938,670	989,190	930,624	930,974	930,974
MTA Shortfall (MT)	(133,916)	(114,947)	(116,667)	(120,552)	(94,208)	(237,398)	(192,242)	(165,458)	(111,504)	(88,009)	(148,239)	(107,419)	(107,419)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2015
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,745	645,326
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	593,540	644,285	644,285
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816
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	824,595	0	824,595
Total Monthly Activity (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816
Cumulative MT Account Balance [MTA] (MT)	972,316	972,566	1,144,666	1,159,666	1,245,666	1,352,993	1,456,993	1,483,014	1,483,014	1,541,215	716,995	717,195	717,195
MTA Shortfall (MT)	(74,912)	(17,239)	(119,223)	(65,715)	(116,852)	(169,705)	(233,741)	(207,346)	(157,281)	(152,282)	(123,455)	(72,910)	(72,910)

	2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2016
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	11,554	211,928
Cumulative MT Obligation (MT)	681,798	692,276	728,867	747,188	748,686	774,901	804,448	817,118	827,516	836,087	650,684	662,238	662,238
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581
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)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581
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	193,975	0	193,975
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581
Cumulative MT Account Balance [MTA] (MT)	928,676	928,676	926,176	895,176	895,176	840,176	840,176	896,776	896,776	896,776	1,090,751	1,090,751	1,090,751
MTA Shortfall (MT)	(246,878)	(236,400)	(197,309)	(147,988)	(146,490)	(65,275)	(35,728)	(79,658)	(69,260)	(60,689)	(440,067)	(428,513)	(428,513)

	2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual											Estimated	Compliance Year 2017
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	38,917	15,337	7,086	0	3,436	35,997	54,015	66,209	93,620	136,041	126,574	149,304	726,534
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	29,558	266,056	403,302	464,997	675,267	969,402	901,245	1,063,441	5,249,146
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	16,286	6,207	3,188	0	1,595	14,358	21,764	25,094	36,441	52,314	48,636	57,389	283,270
Cumulative MT Obligation (MT)	678,524	684,731	687,919	687,919	689,514	703,872	725,636	750,729	787,170	839,484	824,883	882,271	882,271
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879
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)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879
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	63,237	0	63,237
Total Monthly Activity (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879
Cumulative MT Account Balance [MTA] (MT)	1,090,751	1,090,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,095,751	1,162,809	1,162,809	1,120,072	1,212,393	1,212,393
MTA Shortfall (MT)	(412,227)	(406,020)	(407,832)	(407,832)	(406,237)	(391,879)	(370,115)	(345,022)	(375,639)	(323,325)	(295,189)	(330,122)	(330,122)

	2018 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center									
	Estimated						Compliance Year 2018	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total	Charge Code	Source
Energy (MWh)	180,904	53,879	11,052	2,950	16,798	78,842	344,425	5,818,149		Forecast/Meter
Gas Schedule (MMBtu)	1,302,506	387,932	79,574	21,241	120,943	567,661	2,479,857	41,444,655		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054		0		MARS
HVAC/Water Heater (MT)								0		
Monthly MT Emissions (MT)	70,290	20,935	4,294	1,146	6,527	30,634	133,825	2,236,820		derived
Cumulative MT Obligation (MT)	895,172	916,107	920,401	921,548	928,074	958,708	958,708	4,433,264		derived
Compliance Instrument Participant Transfers (to LEC)										
Auction Allowances	159,100	0	0	0	0	0	159,100	2,334,266		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	159,100	0	0	0	0	0	159,100	2,334,266		
NCPA Compliance Instrument Purchases (for LEC)										
Auction Purchases	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	1,220,723		CITSS
Total Monthly Activity (MT)	159,100	0	0	0	0	0	159,100	2,381,266		derived
Cumulative MT Account Balance [MTA] (MT)	1,279,172	1,279,172	1,279,172	1,279,172	1,279,172	1,279,172	1,279,172	1,279,172		derived
MTA Shortfall (MT)	(384,000)	(363,065)	(358,771)	(357,624)	(351,098)	(320,464)	(320,464)		MTA SHORTFALL	derived

Forecast has been updated through June 2018

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) February 2018																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	27,149	64,324	2,611	347,949	19,144	16,012	91,308	19,748	104,423	7,655	26,002	250,963	17,404	994,692		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	28,455	77,800	2,955	452,475	21,148	17,664	113,830	26,378	112,355	7,863	27,469	263,035	18,422	1,169,849		derived
MTA Shortfall (MT)	(1,306)	(13,476)	(343)	(104,526)	(2,004)	(1,652)	(22,522)	(6,631)	(7,933)	(207)	(1,467)	(12,072)	(1,018)	(175,157)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	14.95	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

* The Current Month CCA Balance (\$) consists of the current cash balance plus any outstanding balar



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Meeting Date: February 12, 2018

To: Lodi Energy Center Project Participant Committee

Subject: RFI Communications and Security Systems – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with RFI Communications and Security Systems (“RFI”) for maintenance of security systems including door access, intrusion, and CCTV systems, with any non-substantial changes recommended and approved by the Northern California Power Agency (“Agency”) General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by the Agency, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

RFI has provided door access, intrusion and CCTV security systems and support at the Agency headquarters for over twelve years. In 2018 RFI will complete a comprehensive installation of these same systems at the Agency's power plants and remote offices. Following the warranty period, all Agency locations will now require continuous maintenance of these custom systems from a firm intimately familiar with their underlying installation and specialized programming.

Selection Process

RFI has been designated a sole-source contractor for the services listed. RFI will perform these services, not including work requiring bidding under the California Public Contract Code, as requested by the Agency at all Agency locations and for Agency members, Southern California Public Power Authority (“SCPPA”) or SCPPA members

Fiscal Impact

This five-year contract does not commit the Agency to any expenditure of funds. Upon execution, the total cost of the not-to-exceed \$1,000,000 over five years agreement, is to be used out of Agency and/or member approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following approved 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.

Submitted by:

A handwritten signature in blue ink, appearing to read 'Knat Holben', with a long horizontal flourish extending to the right.

KNAT HOLBEN
Facilities Manager
Administrative Services

Attachments: Multi-Task General Services Agreement with RFI Communications and Security



MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND RFI COMMUNICATIONS & SECURITY SYSTEMS

This Multi-Task General Services Agreement ("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 RFI Communications & Security Systems, a corporation with its office located at 360 Turtle Creek Court, San Jose, CA 95125-1315 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 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 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000)** for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

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

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

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

- 4.3 Professional Liability Insurance.** Intentionally omitted.
- 4.4 Pollution Insurance.** Intentionally omitted.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages,

expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of

Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would

have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential

Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

9.4.3.1 Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a

Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any

reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SPPA or SPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined

in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Monty Hanks, 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:

Nina Barrientos
RFI Communications & Security Systems
360 Turtle Creek Court
San Jose, CA 95125-1315

With a copy to:

Tom Hanes
RFI Communications & Security Systems
4234 N. Freeway Blvd., Ste. 100
Sacramento, CA 95834

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

13.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCLPA or SCLPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

RFI COMMUNICATIONS & SECURITY
SYSTEMS

Date_____

Date_____

RANDY S. HOWARD, General Manager

BRAD J. WILSON, CPP, President, COO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

RFI COMMUNICATIONS and SECURITY SYSTEMS, ("Contractor") shall perform the following services, not including work requiring bidding under the California Public Contract Code, as requested by the Northern California Power Agency ("Agency") at all NCPA locations and Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including, without limitation:

- Video surveillance and analytics
- Digital and network video recorders
- Access control systems
- Photo ID and card management
- Intrusion and alarm systems
- Perimeter protection
- Network infrastructure
- IP and cellular based infrastructure
- Field service and support
- Fire/Life safety
- Maintenance
- Inspections

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Standard Time and Material Service Labor Rates

	Service Technician (Per Hour)	Systems Analyst (Per Hour)
Monday - Friday, 8:00 am to 4:30 pm (local time)*	\$130.00	\$160.00
Monday - Friday, 4:30 pm to 8:00 am **	\$195.00	\$240.00
Saturday **	\$195.00	\$240.00
Sunday **	\$260.00	\$320.00
RFI Holidays **	\$260.00	\$320.00

* 2 - hour minimum, Plus \$75.00 Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

** 4 - hour minimum, Plus \$75.00 Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

Portal to Portal and Travel charges may apply for T&M Customers outside the immediate Sacramento coverage area (see map)

TIME AND MATERIAL LABOR RATES (ALL SERVICE PLANS)

	Service Technician (Per Hour)	Systems Analyst (Per Hour)
Monday - Friday, 8:00 am to 4:30 pm (local time)*	\$105.00	\$130.00
Monday - Friday, 4:30 pm to 8:00 am **	\$155.00	\$195.00
Saturday **	\$155.00	\$195.00
Sunday **	\$200.00	\$260.00
RFI Holidays **	\$200.00	\$260.00

*2 - hour minimum, No Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

**4 - hour minimum, No Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

Contract customers may also receive reduced labor rates on installation projects executed during the term of their Service Plan, plan minimum does apply.

Customers currently under contract will continue to receive the rates established under the contract, new labor rates will be established upon contract renewal.

RFI HOLIDAYS

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Day after Thanksgiving
8. Christmas

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(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

RFI Communications and Security Systems

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,
(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)