



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: March 5, 2020

Subject: March 9, 2020 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 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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 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. Review Safety Procedures**
- 2. 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.

- 3. Meeting Minutes** – Approval of January 6, 2020 and February 10, 2020 Regular Meeting Minutes, and January 24, 2020 and February 19, 2020 Special Meeting Minutes.

MONTHLY REPORTS

- 4. Operational Report for February 2020** – (*Rafael Santana*)
- 5. Market Data Report for February 2020** – Verbal Report (*Zakary Liske*)
- 6. Monthly Asset Report for January 2020** – (*Michael DeBortoli*)
- 7. Bidding Strategies Report** – No update as plant has been in outage since the end of January.

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.

- 8. Treasurer's Report for January 2020** – Accept by all Participants.
- 9. Financial Report for January 2020** – Approve by all Participants.

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.

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

11. Integrity Inspections, LLC MTGSA – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Integrity Inspections, LLC for specialty mechanical and inspection services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

12. Hunt & Sons, Inc. MTEMS – Staff is seeking a recommendation for approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials, and Supplies with Hunt & Sons, Inc. for purchase and delivery of diesel fuel, propane, and other oils and lubricants, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA.

13. Coffman Engineers, Inc. MTPSA – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with Coffman Engineers, Inc. for fire protection, mechanical, electrical, and civil engineering services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

14. Lodi Energy Center FY21 Annual Budget – Staff is seeking approval of the Lodi Energy Center proposed annual budget for Fiscal Year 2021.

15. Lodi Energy Center Spring Outage – Staff is seeking approval of the Lodi Energy Center May 2020 Spring Outage.

INFORMATIONAL/ DISCUSSION ITEMS

16. Lodi Energy Center Unit Outage Update – Staff will provide an informational-only update on the status of the Lodi Energy Center unit.

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

ADJOURNMENT

Next Regular Meeting: April 6, 2020 at 10:00 a.m.

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.



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LEC PPC Meeting Minutes

Date: January 6, 2020

Time: 10:00am

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:01am by Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Borges	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Costalupes	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	8	87.1501%
Absent	5	12.8499%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

January 6, 2020

Public Forum

Chairman Chiang 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.

3. Meeting Minutes

The draft minutes from the December 9, 2019 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 1/6/2020

Motion: The PPC approves the minutes from the December 9, 2019 Regular Meeting as presented including any edits discussed at today's meeting.

Moved by:

CDWR

Seconded by:

MID

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Absent	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	61.4001%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	38.5999%
Result:	Motion Passes by GES	

MONTHLY REPORTS

4. Operational Reports for December 2019

Rafael Santana presented the Operational Report for December 2019. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. Rafael mentioned he will present the budget needs for the May 2020 CT main transformer outage at next month's meeting. The 6 week CT major inspection may occur in 2022/2023, based on the number of starts at that time.

The operational report reflected monthly production of 190,459 MWH, 701 service hours, and equivalent operating availability of 100.0%. The report set for the Capacity Factor @ 302MW Pmax of 84.8%. There was 5 hot starts, 2 warm start, and 0 cold start during the month.

5. Market Data Report for December 2019

Zackary Liske presented the operating and financial settlement results for the month. LEC was committed to CAISO 31 out of 31 available days. Most startups were 24-hour runs in the month of December.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for November. Michael mentioned the month of November was above forecast and below budget. This is the second best November in LEC's history.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for December 2019. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items 8-13)

The consent calendar was considered. Chairman Chiang 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: 1/6/2020

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.:
8. Treasurer's Report for November 2019; **9.** Financial Report for November

2019; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Ronwright Logging Lumber Construction, Inc. First Amendment to MTGSA, increasing the not to exceed to \$1,000,000 and adjusting the Scope of Work to include road easement and maintenance, for continued use at all NCPA facilities and Members/SCPPA; **12.** Tanner Logging, Inc. Second Amendment to MTGSA, increasing the not to exceed to \$1,000,000 and adjusting the Scope of Work to include road easement and maintenance, for continued use at all NCPA facilities and Members/SCPPA; **13.** Kimberly Fields dba K. Weatherman Logging First Amendment to MTGSA, increasing the not to exceed to \$1,000,000 and adjusting the Scope of Work to include road easement and maintenance, for continued use at all NCPA facilities and Members/SCPPA.

Moved by:
Seconded by:

MID
SVP

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes by GES	

BUSINESS ACTION ITEMS

NONE.

INFORMATIONAL ITEMS

14. Update to 2020 Major Insurance Renewal

Monty Hanks presented an update on the insurance renewal for property and liability insurance. The plan of action is to renewal with our current provider with the same plan, with a price increase for 2020. Monty will research other opportunities for future insurance renewals, including other insurance pools for coverage in 2021.

15. Additional Operational Updates

Michael DeBortoli mentioned he is working with the City of Lodi to acquire additional land behind LEC's switchyard to store parts for the May 2020 outage. More information to come.

Adjournment

The next regular meeting of the PPC is scheduled for Monday February 10, 2020 at 10:00am.

The meeting was adjourned at 10:35am.

Submitted by: Melissa Conrad



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LEC PPC Meeting Minutes - Special

Date: January 24, 2020

Time: 1:30pm

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting - Special

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 1:31pm by Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Absent	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Borges	Present	1.9643%
Healdsburg - Crowley	Present	1.6428%
Lodi - Price	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Costalupes	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	8	86.0072%
Absent	5	13.9928%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

January 24, 2020

Public Forum

Chairman Chiang 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.

BUSINESS ACTION ITEMS

3. LEC Unit Update and Repairs

Michael DeBortoli presented an initial update about the recent LEC forced outage. NCPA will know more about the forced outage schedule, once the initial inspection is complete February 2, 2020. Michael DeBortoli will address the group when more information is available. At this time, the forced outage will last through May 1, 2020, which rolls into the scheduled CT main transformer outage through May 31, 2020. Staff recommended approval of funds to begin initial repairs on the unit, not to exceed \$3,000,000.00. The recommendation was considered. The LEC PPC considered the following motion.

Date: 1/24/2020

Motion: The PPC approves Staff recommendation for expenditure of funds in an amount not-to-exceed \$3,000,000 for disassembly/investigation into the cause of the Lodi Energy Center forced outage on January 16, 2020, and to perform the associated work needed on the combustion turbine to better understand the damage and evaluate the options to repair and restore the unit to operation; and authorizes the NCPA General Manager to execute agreements and issue Purchase Orders to carry out that work. Funding will come from LEC's Maintenance Reserve account. The Reserve will be replenished with any funds reimbursed by insurance or through budget augmentations as needed. NCPA is working with Siemens Energy, Inc. through its Long Term Maintenance Program Agreement (LTMA) and will file a warranty claim depending on the outcome of the investigation. The LTMA provides coverage for \$1,000,000 per event, \$2,000,000 annual limits, which are available under the contract limitations of the Agreement. Further, NCPA will file a claim with its insurance carrier for recovery.

Moved by:

SVP

Seconded by:

CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Absent	2.7857%
BART	Absent	6.6000%

Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Yes	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	8	86.0072%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	13.9928%
Result:	Motion Passes	

Adjournment

The next regular meeting of the PPC is scheduled for Monday February 10, 2020 at 10:00am.

The meeting was adjourned at 2:12pm.

Submitted by: Melissa Conrad



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LEC PPC Meeting Minutes

Date: February 10, 2020

Time: 10:00am

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:00am by Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Borges	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Costalupes	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - McLaughlin	Present	2.6679%
SVP - Wong	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	87.1501%
Absent	5	12.8499%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

February 10, 2020

Public Forum

Chairman Chiang 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.

3. Meeting Minutes

The draft minutes from the January 6, 2020 Regular Meeting were considered, however, it was noted after the meeting that the voting template did not reflect the correct meeting minutes. Therefore, in an effort to be transparent and avoid confusion, these minutes will be presented for re-approval in the March 9, 2020 Regular LEC PPC meeting. The LEC PPC considered the following motion:

Date: 2/10/2020

Motion: The PPC approves the minutes from the December 9, 2019 Regular Meeting as presented including any edits discussed at today's meeting.

Moved by:

MID

Seconded by:

SVP

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%

Total Absent	5	12.8499%
Result:	Motion Passes	

INFORMATIONAL / DISCUSSION ITEM

4. LEC Unit Update

Michael DeBortoli presented information about the progress of the forced outage investigation on LEC's gas turbine. He mentioned the potential options available once the investigation is complete. He hopes to have a cost analysis available at the Special PPC meeting scheduled for February 19, 2020, upon the investigation completion. Michelle Schellentrager will send Mike DeBortoli's PowerPoint presentation to the Committee. Ken Goeke suggested offering a conservative FY2021 budget by taking LEC out of service for July 2020 – September 2020.

MONTHLY REPORTS

5. Operational Reports for January 2020

Rafael Santana presented the Operational Report for January 2020. There were no OSHA recordable accidents, one non-injury incident, no NERC/WECC or permit violations, and one forced outage on January 16, 2020. Rafael mentioned the CT Transformer replacement is on schedule for May 2020. Based on part availability, some of the 6 week CT major outage work scheduled for 2022/2023, will occur during this forced outage.

The operational report reflected monthly production of 64,887 MWH, 252 service hours, and equivalent operating availability of 52.2%. The report set for the Capacity Factor @ 302MW Pmax of 28.9%. There was 2 hot starts, 7 warm starts, and 1 cold start during the month.

5. Market Data Report for January 2020

Zackary Liske presented the operating and financial settlement results for the month. LEC was committed to CAISO 15 out of 16 available days. Most startups were 12-hour and 24-hour runs in the month of January.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for December 2019. Michael mentioned the month of December was a slight improvement compared to last month. Martin Caballero requested an updated cost analysis with forced outage impact for the next meeting.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for January 2020. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee.

Consent Calendar (Items 9-15)

The consent calendar was considered. Chairman Chiang 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: 2/10/2020

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **8.** Treasurer's Report for December 2019; **9.** Financial Report for December 2019; **10.** GHG Reports (excerpted from the Monthly ARB); **11.** Industrial Door Company MTGSA for commercial and industrial door maintenance services, not to exceed \$500,000 over five years, for use at all NCPA facilities and Members/SCPPA; **12.** Farwest Insulation Contracting First Amendment to MTGSA, increasing the not to exceed to \$3,500,000, for continued use at all NCPA facilities and Members/SCPPA; **13.** Maxim Crane Works, L.P. First Amendment to MTGSA, increasing the not to exceed to \$1,500,000, for continued use at all NCPA facilities and Members/SCPPA.

Moved by:

CDWR

Seconded by:

Lodi

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	8	87.1501%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	5	12.8499%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

16. LEC Transformer Project Request for Additional Funds

Jeremy Lawson presented an updated budget for the scheduled CT Transformer replacement outage in May 2020, and asked for additional funds after awarding the construction bids. Martin Caballero suggested postponing the vote until the Special PPC meeting on February 19, 2020, which allows the members to vote and compare both the forced outage and scheduled outage expenses at the same time. Basil Wong wanted to know if insurance would reimburse the initial dismantle funds pulled from the maintenance reserve for the forced outage. No vote took place.

INFORMATIONAL ITEMS

17. FY2021 Budget Presentation

Michael DeBortoli presented the draft FY2021 budget to the Committee, with the assumption that LEC is back online July 1, 2020. Mike reviewed assumptions, including the MWh and fuel forecasts for FY2021. Per the Committee's request, Mike separated the CAISO charges on the budget. Monty Hanks suggested changing the budget with LEC out of service for the month of July 2020.

18. Additional Operational Updates

There were no additional operation updates at this time.

Adjournment

The next regular meeting of the PPC is scheduled for Monday March 9, 2020 at 10:00am.

The meeting was adjourned at 11:32am.

Submitted by: Melissa Conrad



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LEC PPC Meeting Minutes - Special

Date: February 19, 2020

Time: 10:00am

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting - Special

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:01am by Chairman Jiayo Chiang. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Torres	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Eckert	Present	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 - McLaughlin	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	87.1501%
Absent	5	12.8499%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

February 19, 2020

Public Forum

Chairman Chiang 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.

BUSINESS ACTION ITEMS

3. Lodi Energy Center Turbine Restoration Project

Michael DeBortoli presented the four available options to restore LEC to service and provided a recommendation. The recommendation had the shortest return to service schedule, minimal risk pending air district requirements, lower cost option, with beneficial upgrades and eliminates the (3) known risks with the current unit. These risks include the compressor through bolts, torque tube and rotor air separator. The benefits to a F4 machine would shorten the startup time with an upgraded ULN, purge credits and no change to the variable rate. Vice Chairman, Ghassan Alqaser, would like to review Siemens documentation explaining the cost between options. Michelle Schellentrager will send out this PowerPoint presentation to the Committee.

Michael DeBortoli confirmed that if the motion passes, should any unforeseeable concerns arise with the new machine, information will be presented to the Participants for review and recommendations. Jane Luckhardt reminded the Members about Section 832 of the Power Sales Agreement, stating if the vote does not pass 75% of the quorum, the Members have 10 days to revoke when approving more than \$5,000,000. Staff recommended approval of funds for a new F4 machine on the unit, not to exceed \$50,800,000.00. The recommendation was considered. The LEC PPC considered the following motion.

Date: 2/19/2020

Motion: The PPC approves LEC Restoration Project Option #3 New F4 Machine in an amount not-to-exceed \$50,800,000; and authorizes the NCPA General Manager to execute agreements, including the Long Term Maintenance Agreement, and issue Purchase Orders to carry out that work. Funding will come from Insurance Coverage (\$50,000,000) and LEC's Maintenance Reserve account (\$800,000). The Reserve will be replenished over future budget years, beginning with FY21.

Moved by:

CDWR

Seconded by:

MID

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%

BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Yes	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	9	88.7929%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	11.2071%
Result:		Motion Passes

4. **Lodi Energy Center Transformer Replacement Project Additional Funds Request**

Jeremy Lawson presented the request for additional funds of \$425,000 for the transformer replacement after receiving all finalized bids. The initial vote scheduled for February 10, 2020 was on hold until the Participants could review the LEC Turbine Restoration Project at the same time. Michelle Schellentrager will send out this PowerPoint presentation to the Committee. Staff recommended approval of the additional funds for the transformer, not to exceed \$425,000.00. The recommendation was considered. The LEC PPC considered the following motion.

Date: 2/19/2020

Motion: The PPC approves the additional funds for the LEC Transformer Project, increasing the total project not to exceed amount from \$4,000,000 to \$4,425,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the updated project amount, and authorize a budget allocation of the maintenance reserve for the Lodi Energy Center FY20 budget of \$425,000 to fund this project. The maintenance reserve would need to be replenished in future fiscal years.

Moved by: MID
Seconded by: Lodi

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES

Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Yes	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	9	88.7929%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	4	11.2071%
Result:	Motion Passes	

Adjournment

The next regular meeting of the PPC is scheduled for Monday March 9, 2020 at 10:00am.

The meeting was adjourned at 11:04am.

Submitted by: Melissa Conrad

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 5

Date: 03/09/2020

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:

- 2/1 – 2/29: LEC CT failure, OMS 8187484.

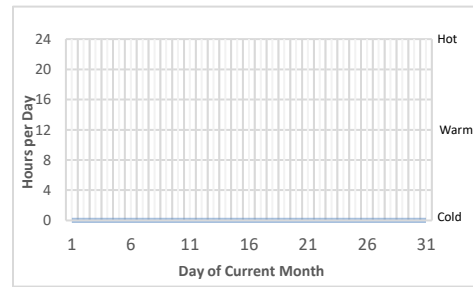
Planned Outage Summaries:

- 2020 MAY – CTG Main Transformer Replacement
- 2022/2023 ST and Gen – Major Inspection (6 weeks outage)

Generating Unit Statistics:**Date:**

2/1/2020

1. Monthly Production 0 MWH
2. Productivity Factor
- a. Service Hours 0 Hours
- b. Service Factor 0.0% %
- c. Capacity Factor @ 302MW Pmax 0.0 %
3. Equivalent Operating Availability (EOA) 0.0 %
4. Forced Outage Rate (FOR) 100.0 %



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	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	0	0.00%	0	\$0
Seg. 4 250 - 275	7081	0	0.00%	0	\$0
Seg. 5 225 - 250	7130	0	0.00%	0	\$0
Seg. 6 200 - 225	7200	0	0.00%	0	\$0
Seg. 7 175 - 225	7450	0	0.00%	0	\$0
Seg. 8 165 - 175	7760	0	0.00%	0	\$0
	7,164	#DIV/0!	0.00%	0	\$0

6. AGC Control Deviation

MW Range	High Dev MWH	Low Dev MWH	Total Dev MWH	Cost \$
Seg. 1 296 +	0	0	0	\$0
Seg. 2 284 - 296	0	0	0	\$0
Seg. 3 275 - 284	0	0	0	\$0
Seg. 4 250 - 275	0	0	0	\$0
Seg. 5 225 - 250	0	0	0	\$0
Seg. 6 200 - 225	0	0	0	\$0
Seg. 7 175 - 225	0	0	0	\$0
Seg. 8 165 - 175	0	0	0	\$0
	0	0	0	\$0

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	0
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0	0	0
Start Time Deviation (%)	0%	0%	0%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,300	0	0
Fuel Deviation (%)	0%	-100%	0%
Costs of Fuel Deviations (\$)	\$0	\$0	\$0



LEC PPC Meeting

March 9, 2020

February 2020 Market Financial Results

LEC Operational Results for February 2020

- Resource Adequacy Availability Metrics:
 - 0.0% - Monthly Assessment Generic Performance
 - 0.0% - Monthly Assessment Flexible Performance
 - Vs
 - 96.5% Availability Standard

- Estimated Initial CAISO RAAIM Non-Availability Charges:
 - \$419,708 for Generic RA based on claimed 117.31 mw
 - \$ 76,851 for Flexible RA based on claimed 21.48 mw
 - \$496,559 Total RAAIM Non-Availability Charge

LEC RAAIM Allocation Quantities and Amounts

LEC Participant	Generic RA (MW)	Flexible RA Capacity (MW)	Net Generic (MW)	flex %	Gen %	Flex \$ Allocation	Generic \$ Allocation
Azusa	7.80	3.80	3.89	17.69	3.31	\$ 13,596	\$ 13,908
BART	19.96	9.03	10.62	42.04	9.05	\$ 32,307	\$ 38,004
CDWR	101.36		98.51	0.00	83.97	\$ -	\$ 352,428
PWPA	8.07	3.65	4.30	16.99	3.66	\$ 13,059	\$ 15,368
SNCL	1.60	5.00	0.00	23.28	0.00	\$ 17,889	\$ -
Total	138.79	21.48	117.31	100.00	100.00	\$ 76,851	\$419,708

LEC Participant	Total \$ Allocation
Azusa	\$ 27,504
BART	\$ 70,311
CDWR	\$ 352,428
PWPA	\$ 28,427
SNCL	\$ 17,889
Total	\$ 496,559

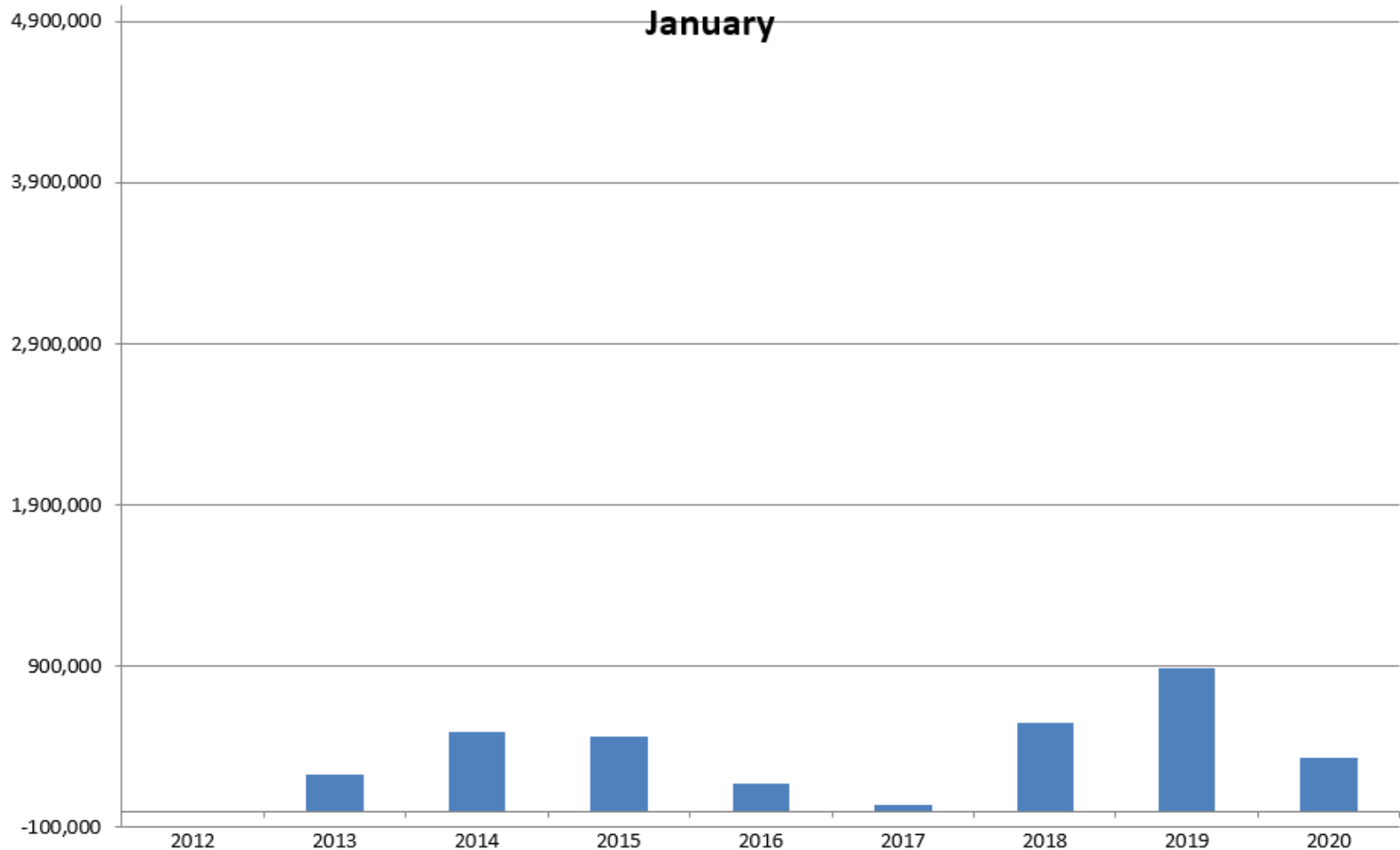
Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 03/02/2020

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2020 Budget	Percent Used	Comments
VOM	2,772,444	3,225,558	2,624,722	5,699,893	7,637,715	6,583,444	3,605,033	5,542,213	2,583,621	1,263,366	1,989,925	4,256,824	47,784,757	58,722,261	81.4%	
Capacity Factor	44%	44%	35%	76%	59%	85%	29%	79%	30%	7%	15%	66%	47%	65%	72.6%	
Fuel Consumed (mmBTU, estimated)	714,247	730,946	553,405	1,235,256	911,501	1,362,202	472,551	1,138,292	466,793	97,092	229,180	979,872	8,891,337	10,956,328	81.2%	
Avg Fuel Cost (\$/mmBTU)	3.13	3.03	3.45	3.41	3.49	3.63	3.30	3.32	3.93	4.05	3.74	2.84	3.36	3.60	93.3%	
Power Produced (MWhr, estimated)	98,359	99,594	76,532	171,502	127,638	190,605	64,889	166,174	68,145	14,174	33,457	143,047	1,254,116	1,599,464	78.4%	
Avg Power Price (\$/MWhr)	39.94	40.07	43.72	41.44	46.52	44.10	44.31	40.93	42.50	42.28	40.86	37.91	42.00	45.39	92.5%	
Operations / Variable / LTSA	-121,438	147,423	108,211	106,050	3,177,218	71,515	1,243,208	234,565	118,838	762,680	900,749	557,643	7,306,661	5,381,630	135.8%	
Fuel (estimated)	2,236,397	2,215,007	1,909,046	4,214,370	3,177,218	4,944,164	1,559,385	3,776,024	1,833,396	393,275	856,043	2,787,083	29,901,409	39,476,805	75.7%	
AB32 GHG Offset (estimated)	672,330	691,213	517,581	1,145,369	844,092	1,278,046	467,955	1,076,808	441,580	91,848	216,801	926,945	8,370,567	9,153,594	91.4%	
CA ISO Charges (estimated)	-14,846	171,915	89,884	234,104	439,187	289,719	334,484	454,816	189,806	15,564	16,332	-14,846	2,206,120	4,710,232	46.8%	
Routine O&M (Fixed)	996,862	1,042,833	909,568	848,446	844,268	987,981	1,830,142	813,293	737,049	768,768	1,064,965	1,072,049	11,916,222	10,961,591	108.7%	
Maintenance / Fixed	391,756	237,917	310,680	240,925	210,146	308,799	491,170	208,424	208,424	208,424	208,424	208,424	3,233,514	2,646,090	122.2%	Nov Pipe Outage.
Administration	4,543	18,198	17,869	21,614	2,740	8,278	8,304	17,487	17,487	17,487	17,487	17,487	168,981	209,845	80.5%	
Mandatory Costs	32,062	89,598	45,292	4,356	11,010	6,845	18,670	60,000	15,475	15,475	15,475	15,475	329,733	304,750	108.2%	
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	448,571	552,843	415,797	398,827	448,739	458,993	369,555	396,719	365,000	396,719	692,916	700,000	5,644,679	5,558,310	101.6%	
Insurance	0	0	0	51,020	51,020	51,303	770,214	0	0	0	0	0	923,557	674,648	136.9%	Expected two payments over two months.
Power Management & Settlements	119,930	119,930	119,930	119,930	119,930	119,930	119,930	119,930	119,930	119,930	119,930	119,930	1,439,158	1,439,156	100.0%	
Other Costs	0	24,347	0	11,774	683	33,833	52,299	10,733	10,733	10,733	10,733	10,733	176,599	128,792	137.1%	
Projects	124,681	124,681	124,681	150,977	124,681	699,167	228,171	1,291,024	124,681	124,681	1,136,950	124,681	4,379,057	5,332,715	82.1%	
Maintenance Reserve	124,681	124,681	124,681	124,681	124,681	124,681	124,681	124,681	124,681	124,681	124,681	124,681	1,496,173	1,496,174	100.0%	
Operations & Maintenance Projects	0	0	0	0	0	8,324	103,490	0	0	0	720,683	0	832,497	920,683	90.4%	
Capital Projects	0	0	0	26,296	0	566,162	0	1,166,343	0	0	291,586	0	2,050,387	2,915,858	70.3%	
A&G	202,865	223,945	172,362	174,248	168,705	164,196	183,762	203,798	203,798	203,798	203,798	203,798	2,309,073	2,445,575	94.4%	
Administrative & General (Allocated)	174,966	186,176	135,492	131,135	145,154	133,683	157,824	175,483	175,483	175,483	175,483	175,483	1,941,843	2,105,792	92.2%	
Generation Services Shared	27,899	37,769	36,870	43,113	23,551	30,513	25,938	28,315	28,315	28,315	28,315	28,315	367,229	339,783	108.1%	
Total O&M Cost	4,096,852	4,617,017	3,831,333	6,873,564	8,775,369	8,434,788	5,847,108	7,850,328	3,649,148	2,360,612	4,395,638	5,657,352	66,389,109	77,462,142	85.7%	
Debt Service	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	2,171,202	26,054,426	26,054,428	100.0%	
Revenues	3,928,611	3,990,879	3,514,451	7,297,753	5,937,160	8,406,378	2,876,514	6,920,431	2,912,166	603,645	1,392,638	5,461,503	53,242,130	74,420,929	71.5%	
ISO Energy Sales (estimated)	3,928,611	3,990,879	3,346,118	7,106,533	5,937,160	8,406,378	2,875,494	6,802,066	2,896,255	599,314	1,367,017	5,423,183	52,679,008	72,602,551	72.6%	
Other Income	0	0	168,333	191,221	0	0	1,020	118,366	15,911	4,331	25,621	38,320	563,122	1,818,378		
Net	(\$2,339,443)	(\$2,797,339)	(\$2,488,084)	(\$1,747,013)	(\$5,009,411)	(\$2,199,613)	(\$5,141,795)	(\$3,101,099)	(\$2,908,184)	(\$3,928,170)	(\$5,174,202)	(\$2,367,052)	(\$39,201,405)	(\$29,095,641)	Above budget by 34.73%	

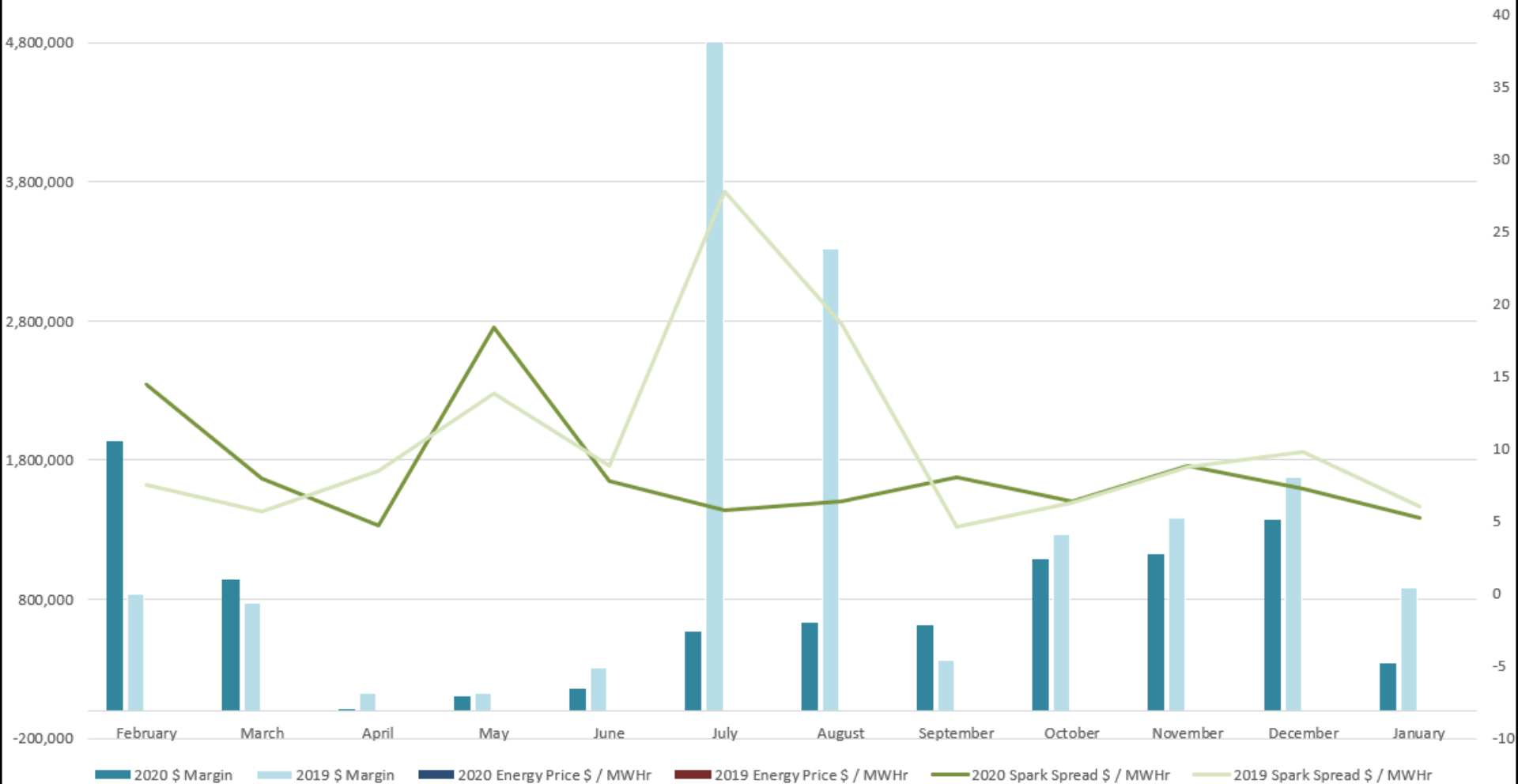
January Asset Report

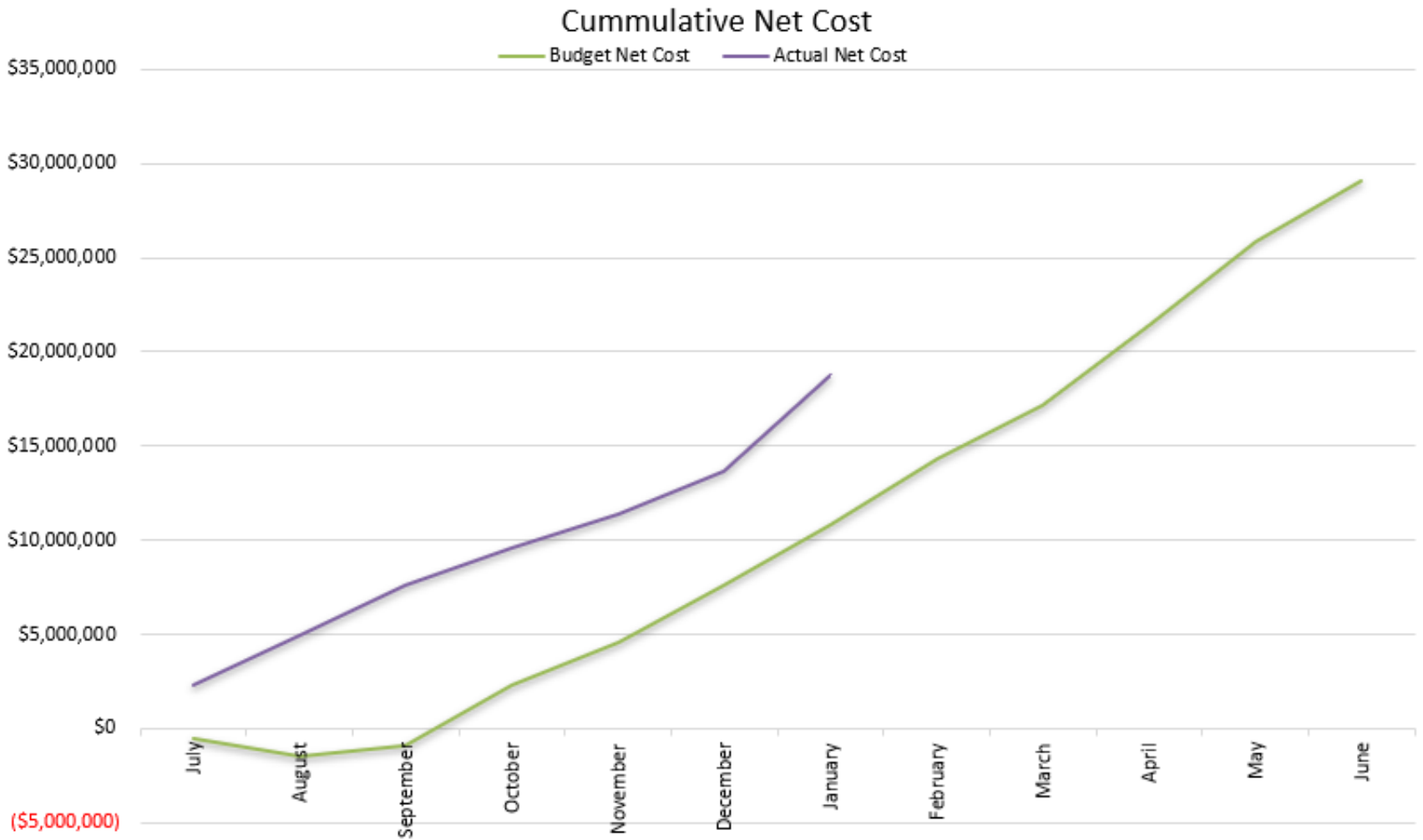
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	2,876,514	8,809,917	8,096,666	(5,933,403)	-67%	
VOM	3,605,033	7,953,783	7,687,101	(4,348,751)	-55%	
Fixed	1,830,142	1,094,373	1,130,296	735,769	67%	
Projects	228,171	124,681	124,681	103,490	83%	
A&G	183,762	203,798	203,798	(20,036)	-10%	
Debt	2,171,202	2,171,202	2,171,202	(0)	0.00%	
Net Cost	(5,141,795)	(2,737,920)	(3,220,412)	(2,403,876)	88%	
Net Annual Cost		(39,201,405)	(29,095,641)	(\$10,105,764)		
				Above budget by 34.73%		

Historical Margins



Historical Monthly Comparison







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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: March 9, 2020
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended January 31, 2020

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 \$43,053.

Investments - The carrying value of the LEC's investment portfolio totaled \$34,276,156 at month end. The current market value of the portfolio totaled \$34,324,864.

The overall portfolio had a combined weighted average interest rate of 1.745% with a bond equivalent yield (yield to maturity) of 1.598%. Investments with a maturity greater than one year totaled \$11,335,000. During the month \$4,783,026 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 1 basis point (from 1.55% to 1.56%) and rates on one year T-Bills decreased 7 basis points (from 1.57% to 1.50%).

To the best of my knowledge and belief, all securities held by LEC as of January 31, 2020 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, 2020

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CASH ACTIVITY SUMMARY	2
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INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
January 31, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 591	\$ 10,128,881	\$ 10,129,472	29.52%	\$ 10,129,082
Debt Service Reserve	-	12,532,125	12,532,125	36.52%	12,571,297
O & M Reserve	-	11,497,153	11,497,153	33.50%	11,506,488
	<u>591</u>	<u>34,158,159</u>	<u>34,158,750</u>	<u>99.53%</u>	<u>34,206,867</u>
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	117,997	117,997	0.34%	117,997
Transmission Upgrade Escrow ¹	42,462	-	42,462	0.12%	-
Participant Deposit Account	-	-	-	0.00%	-
	<u>\$ 43,053</u>	<u>\$ 34,276,156</u>	<u>\$ 34,319,209</u>	<u>100.00%</u>	<u>\$ 34,324,864</u>

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
January 31, 2020

	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	\$ -	\$ 2,567	\$ 124	\$ -	\$ (2,182,761)	\$ 2,180,546	\$ 476
Debt Service Reserve	-	(9)	1,543,516	-	(1,543,507)	-	-
O & M Reserve	-	13,864	1,000,000	-	(1,013,864)	-	-
	-	16,422	2,543,640	-	(4,740,132)	2,180,546	476
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	425	-	-	(42,894)	42,469	-
Transmission Upgrade Escrow ¹	-	5	-	-	-	-	5
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 16,852	\$ 2,543,640	\$ -	\$ (4,783,026)	\$ 2,223,015	\$ 481

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, 2020**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,182,761	(124)	\$ 11,037	\$ -	\$ -	\$ 2,193,674
Debt Service Reserve	1,543,507	(1,543,516)	(2,181)	-	-	(2,190)
O & M Reserve	1,013,864	(1,000,000)	(25)	-	-	13,839
	<u>4,740,132</u>	<u>(2,543,640)</u>	<u>8,831</u>	<u>-</u>	<u>-</u>	<u>2,205,323</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	42,894	-	-	-	-	42,894
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 4,783,026</u>	<u>\$ (2,543,640)</u>	<u>\$ 8,831</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,248,217</u>

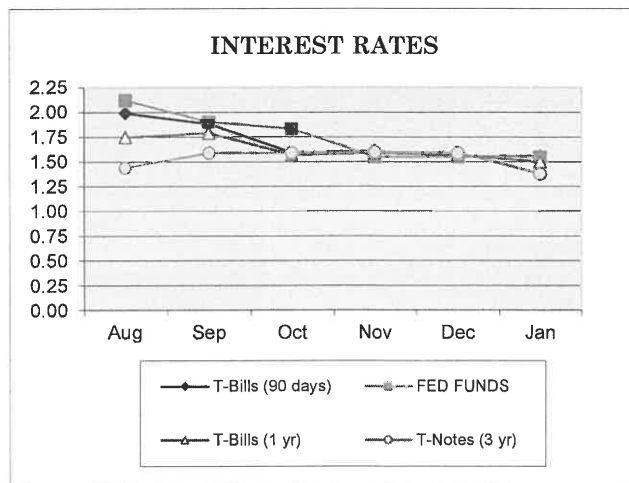
Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(8,831)
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,239,386</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
January 31, 2020**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.745%	1.598%
Debt Service Account	1.550%	1.581%
Debt Service Reserve	2.084%	1.658%
O & M Reserve	1.543%	1.540%
GHG Cash Account	2.246%	2.246%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	1.55%	2.40%
T-Bills (90da.)	1.56%	2.40%
Agency Disc (90da.)	1.62%	2.33%
T-Bills (1yr.)	1.50%	2.59%
Agency Disc (1yr.)	1.55%	2.34%
T-Notes (3yr.)	1.38%	2.56%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
January 31, 2020**

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	\$ -	\$ -	\$19,090	\$ -	\$ 420	\$ 10,740	\$ -	\$ 30,250	88.21%
Corporate Bonds (MTN)	-	-	-	-	-	595	-	595	1.74%
US Bank Trust Money Market	40	-	-	-	-	-	-	40	0.12%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	1,648	-	-	-	-	-	-	1,648	4.81%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	1,005	-	-	-	-	-	-	1,005	2.93%
U.S.Treasury Bill/Note	-	-	755	-	-	-	-	755	2.20%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 2,693	\$0	\$19,845	\$0	\$420	\$11,335	\$0	\$ 34,293	100.00%
Total Percents	7.84%	0.00%	57.87%	0.00%	1.22%	33.05%	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

01/31/2020

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	733	0.600	07/01/2013	733		1	0.600	733	SYS79003	79003	733
Federal Home Loan Ba	USBT	3,621,000	1.550	12/30/2019	3,596,991	06/01/2020	121	1.582	3,602,207	313384XP9 A	26918	3,602,136
Federal Home Loan Ba	USBT	570,000	1.550	01/28/2020	566,932	06/01/2020	121	1.580	567,042	313384XP9A	26936	567,030
Fund Total and Average		\$ 4,191,733	1.550		\$ 4,164,656		121	1.582	\$ 4,169,982			\$ 4,169,899

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	817	0.600	07/01/2013	817		1	0.600	817	SYS79004	79004	817
Federal Home Loan Ba	USBT	743,000	1.549	12/30/2019	738,074	06/01/2020	121	1.582	739,144	313384XP9 A	26919	739,129
Federal Home Loan Ba	USBT	737,000	1.549	01/28/2020	733,034	06/01/2020	121	1.580	733,175	313384XP9A	26937	733,160
Fund Total and Average		\$ 1,480,817	1.549		\$ 1,471,925		121	1.580	\$ 1,473,136			\$ 1,473,106

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	118	0.600	07/01/2013	118		1	0.600	118	SYS79011	79011	118
Fund Total and Average		\$ 118	0.600		\$ 118		1	0.600	\$ 118			\$ 118

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	247	0.600	07/01/2013	247		1	0.600	247	SYS79012	79012	247
Federal Home Loan Ba	USBT	3,036,000	1.550	12/30/2019	3,015,870	06/01/2020	121	1.582	3,020,243	313384XP9 A	26920	3,020,183
Federal Home Loan Ba	USBT	786,000	1.550	01/28/2020	781,770	06/01/2020	121	1.580	781,921	313384XP9A	26938	781,905
Fund Total and Average		\$ 3,822,247	1.550		\$ 3,797,887		121	1.582	\$ 3,802,411			\$ 3,802,335

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	586,000	1.550	12/30/2019	582,114	06/01/2020	121	1.582	582,959	313384XP9 A	26921	582,947
Federal Home Loan Ba	USBT	101,000	1.550	01/28/2020	100,456	06/01/2020	121	1.580	100,476	313384XP9A	26939	100,474
Fund Total and Average		\$ 687,000	1.550		\$ 682,570		121	1.582	\$ 683,435			\$ 683,421
GRAND TOTALS:		\$ 10,181,915	1.550		\$ 10,117,166		121	1.581	\$ 10,125,082			\$ 10,128,879

*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 Trustees/ Custodian Statements or bid prices from the Wall Street Journal as of 01/31/2020



Northern California Power Agency

Treasurer's Report

01/31/2020

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	486	0.600	07/01/2013	486		1	0.600	486	SYS79005	79005	486
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	349	1.537	413,969	313385AQ9A	26943	413,893
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	479	1.659	4,360,044	3133ECBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	558	1.699	149,354	3137EAE09	26454	148,730
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	860	1.760	4,172,283	313379Q89	26463	4,133,677
Fund Total and Average		\$ 9,030,486	1.856		\$ 9,089,263		648	1.701	\$ 9,096,136			\$ 9,056,786

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	37,201	0.600	07/01/2013	37,201		1	0.600	37,201	SYS79006	79006	37,201
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	132	1.540	2,158,556	313370E38	26455	2,158,955
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	174	1.980	148,875	313384ZU6	26845	148,608
Fund Total and Average		\$ 2,332,201	3.239		\$ 2,439,427		133	1.553	\$ 2,344,632			\$ 2,344,764

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	873	0.600	07/01/2013	873		1	0.600	873	SYS79013	79013	873
U.S. Treasury	USBT	755,000	1.453	01/31/2020	749,484	07/30/2020	180	1.484	749,398	912796WY1	26944	749,514
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,273	1.635	380,258	3134GU6D7	26945	380,190
Fund Total and Average		\$ 1,135,873	1.519		\$ 1,130,547		547	1.534	\$ 1,130,529			\$ 1,130,577
GRAND TOTALS:		\$ 12,498,560	2.084		\$ 12,659,237		543	1.658	\$ 12,571,297			\$ 12,532,127

*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 01/31/2020

Investment #26337 FFEB Callable anytime
Investment #26945 FFLMC Callable on 1/28/2021 only



Northern California Power Agency

Treasurer's Report

01/31/2020

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		1,529,977	2.246	07/01/2013	1,529,977		1	2.246	1,529,977	SYS70047	70047	1,529,977
Union Bank of Califo	UBOC	1,005,280	0.002	07/18/2013	1,005,280		1	0.002	1,005,280	SYS70041	70041	1,005,280
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	125	1.550	3,614,928	3130ABJQ0	26440	3,614,877
Federal National Mig	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	150	1.300	2,996,400	3136G3JJ2	26341	3,000,000
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	439	1.590	500,745	3133EKY83	26892	499,466
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	842	2.456	608,745	90331HPC1	26822	597,554
Federal Home Loan Mt	UBOC	1,250,000	2.000	10/16/2019	1,250,000	10/16/2023	1,353	2.000	1,250,413	3134GUJB7	26893	1,250,000
Fund Total and Average		\$ 11,495,257	1.543		\$ 11,496,834		289	1.540	\$ 11,506,488			\$ 11,497,154
GRAND TOTALS:		\$ 11,495,257	1.543		\$ 11,496,834		289	1.540	\$ 11,506,488.			\$ 11,497,154

*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 01/31/2020

Investment #26822 USB Callable on and anytime after 4/22/2022
Investment #26893 FHLMC Callable on and anytime after 4/16/2020



Northern California Power Agency
Treasurer's Report

01/31/2020

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		117,997	2.246	07/01/2013	117,997		1	2.246	117,997	SYS70046	70046	117,997
Fund Total and Average		\$ 117,997	2.246		\$ 117,997		1	2.246	\$ 117,997			\$ 117,997
GRAND TOTALS:		\$ 117,997	2.246		\$ 117,997		1	2.246	\$ 117,997.			\$ 117,997

*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 01/31/2020



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: January 31, 2020 Financial Reports (Unaudited)

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

	January	
	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 117,997	\$ 73,707
Interest receivable	207	58
Inventory and supplies - at average cost	2,202,633	2,110,854
Prepaid insurance	683,672	490,599
Due from (to) Agency, net	27,003,139	33,781,440
TOTAL CURRENT ASSETS	30,007,648	36,456,658
RESTRICTED ASSETS		
Cash and cash equivalents	2,625,237	2,339,263
Investments	31,582,425	30,731,766
Interest receivable	59,727	75,310
TOTAL RESTRICTED ASSETS	34,267,389	33,146,339
ELECTRIC PLANT		
Electric plant in service	424,445,495	423,846,087
Less: accumulated depreciation	(104,704,846)	(90,080,000)
	319,740,649	333,766,087
Construction work-in-progress	182,398	182,398
TOTAL ELECTRIC PLANT	319,923,047	333,948,485
OTHER ASSETS		
Regulatory assets	25,391,966	24,754,522
TOTAL OTHER ASSETS	25,391,966	24,754,522
TOTAL ASSETS	409,590,050	428,306,004
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized excess cost on advance refunding of debt, net	1,638,626	1,950,710
Asset retirement obligations	180,856	173,690
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,819,482	2,124,400
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 411,409,532	\$ 430,430,404

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

	January	
	2020	2019
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 1,559,580	\$ 4,318,378
Operating reserves	15,356,285	13,344,761
Current portion of long-term debt	12,040,000	11,480,000
Accrued interest payable	2,322,282	2,419,557
TOTAL CURRENT LIABILITIES	31,278,147	31,562,696
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,201,315	1,157,092
Asset retirement obligations	180,856	173,690
Long-term debt, net	319,050,000	331,132,972
TOTAL NON-CURRENT LIABILITIES	320,432,171	332,463,754
TOTAL LIABILITIES	351,710,318	364,026,450
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	38,307,643	40,010,794
NET POSITION		
Invested in capital assets, net of related debt	(22,444,004)	(17,496,653)
Restricted	19,540,441	19,143,312
Unrestricted	24,295,134	24,746,501
TOTAL NET POSITION	21,391,571	26,393,160
TOTAL LIABILITIES AND NET POSITION	\$ 411,409,532	\$ 430,430,404

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

		Seven Months Ended January	
		2020	2019
SALES FOR RESALE			
Participants	\$	26,060,667	\$ 22,804,567
Other		35,701,544	60,062,600
TOTAL SALES FOR RESALE		61,762,211	82,867,167
OPERATING EXPENSES			
Operations		26,380,562	40,017,948
Depreciation		8,534,385	8,526,483
Purchased power		1,256,027	3,448,185
Maintenance		2,580,950	2,025,860
Administrative and general		2,602,770	2,815,342
Transmission		819,541	598,270
Intercompany (sales) purchases		227,826	156,664
TOTAL OPERATING EXPENSES		42,402,061	57,588,752
NET OPERATING REVENUES		19,360,150	25,278,415
OTHER REVENUES (EXPENSES)			
Interest expense		(8,335,741)	(8,608,840)
Interest income		599,316	1,006,449
Other		2,299,483	2,795,797
TOTAL OTHER REVENUES (EXPENSES)		(5,436,942)	(4,806,594)
FUTURE RECOVERABLE AMOUNTS		712,392	973,559
REFUNDS TO PARTICIPANTS		(745,738)	1,704,247
INCREASE IN NET POSITION		13,889,862	23,149,627
NET POSITION			
Beginning of year		7,501,709	3,243,533
End of period	\$	21,391,571	\$ 26,393,160

**Lodi Energy Center
FY 2020 Operating Costs
As of January 31, 2020**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 5,381,629	\$ 2,430,708	\$ 2,950,921	55%	A
Fixed	2,646,090	2,191,393	454,697	17%	
Administration	209,845	81,547	128,298	61%	B
Mandatory Costs	304,750	207,833	96,917	32%	
Routine O&M Costs without Labor	8,542,314	4,911,481	3,630,833	43%	
Labor	5,558,310	3,093,326	2,464,984	44%	
Total Routine O&M Cost	14,100,624	8,004,807	6,095,817	43%	
Other Costs					
Fuel	39,513,147	20,254,775	19,258,372	49%	C D E
CA ISO Charges	883,969	819,541	64,428	7%	
CA ISO Purchased Energy	3,826,263	1,256,027	2,570,236	67%	
Debt Service	26,054,428	15,198,416	10,856,012	42%	
Insurance	674,648	770,496	(95,848)	0%	
Other Costs	128,792	122,934	5,858	5%	
Generation Services Shared	339,783	225,653	114,130	34%	
Administrative & General (Allocated)	2,105,792	1,064,430	1,041,362	49%	
Power Management Allocated Costs	1,439,156	839,508	599,648	42%	
Total O&M Cost	89,066,602	48,556,587	40,510,015	45%	
Projects					
Operations & Maintenance	920,683	113,890	806,793	88%	
Capital	2,915,858	592,458	2,323,400	80%	
Maintenance Reserve	1,496,174	872,768	623,406	42%	
Total Projects	5,332,715	1,579,116	3,753,599	70%	
Annual Cost	94,399,317	50,135,703	44,263,614	47%	
Less: Third Party Revenue					
Interest Income	385,845	410,077	(24,232)	0%	
ISO Energy Sales	72,602,551	34,508,624	38,093,927	52%	
Ancillary Services Sales	1,432,533	1,192,920	239,613	17%	
	74,420,929	36,113,171	38,307,758	51%	
Net Annual Cost to Participants	\$ 19,978,388	\$ 14,022,532	\$ 5,955,856	30%	
Total Variable Costs	49,605,008	24,761,051	24,843,957		
Total Fixed Costs	44,794,309	25,374,652	19,419,657		
	\$ 94,399,317	\$ 50,135,703	\$ 44,263,614		
Net Cumulative Generation (MWh)	1,599,464	828,613			
Total O&M Cost Per MWh	\$ 55.69	\$ 58.60			
Net Annual Cost Per MWh	\$ 12.49	\$ 16.92			

Footnotes:

General - The plant ran 16 days during the month. The plant went into forced outage in the second half of the month.

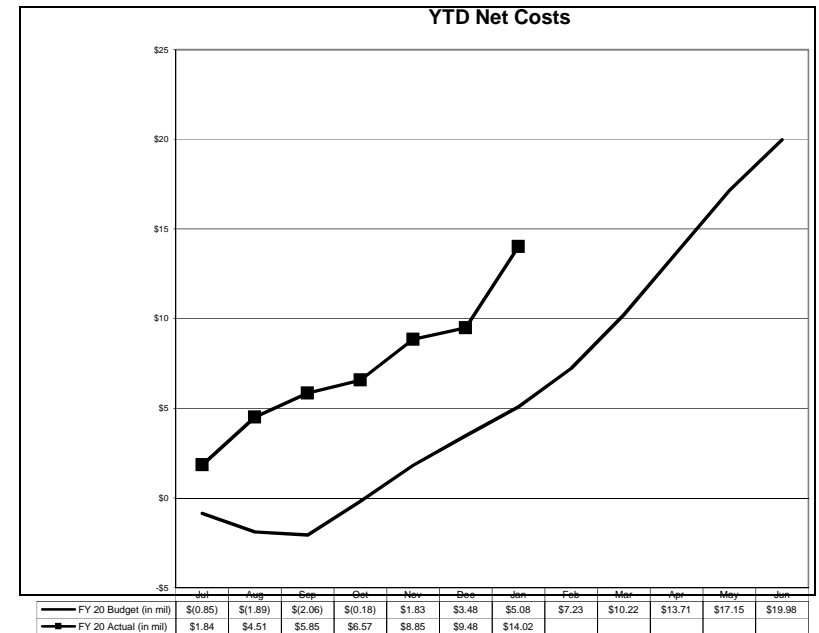
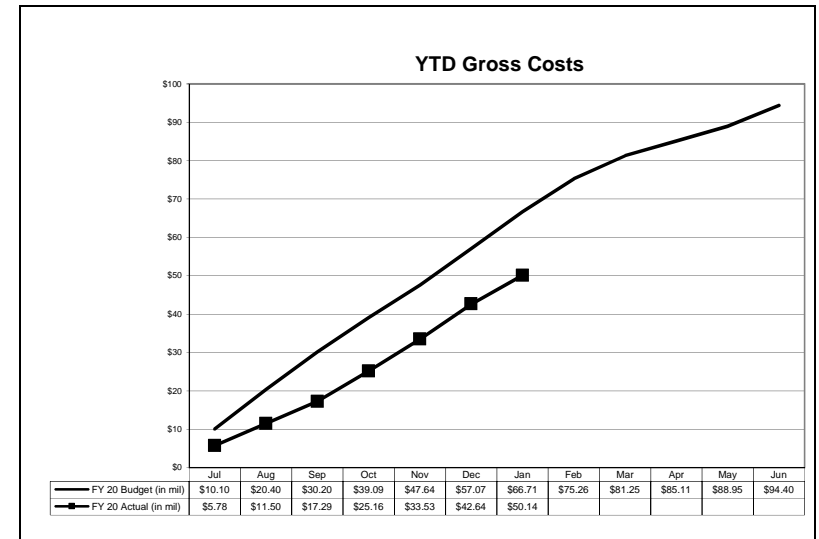
A - Higher costs resulting from additional maintenance costs for annual outage.

B - Higher costs due to annual permit fees payment in July, costs expected to level out for remainder of the year.

C - Insurance paid annually and higher costs due to higher risk factor affecting insurance market.

D - Higher costs due to expenditure for CAISO Model Implementation that was not budgeted.

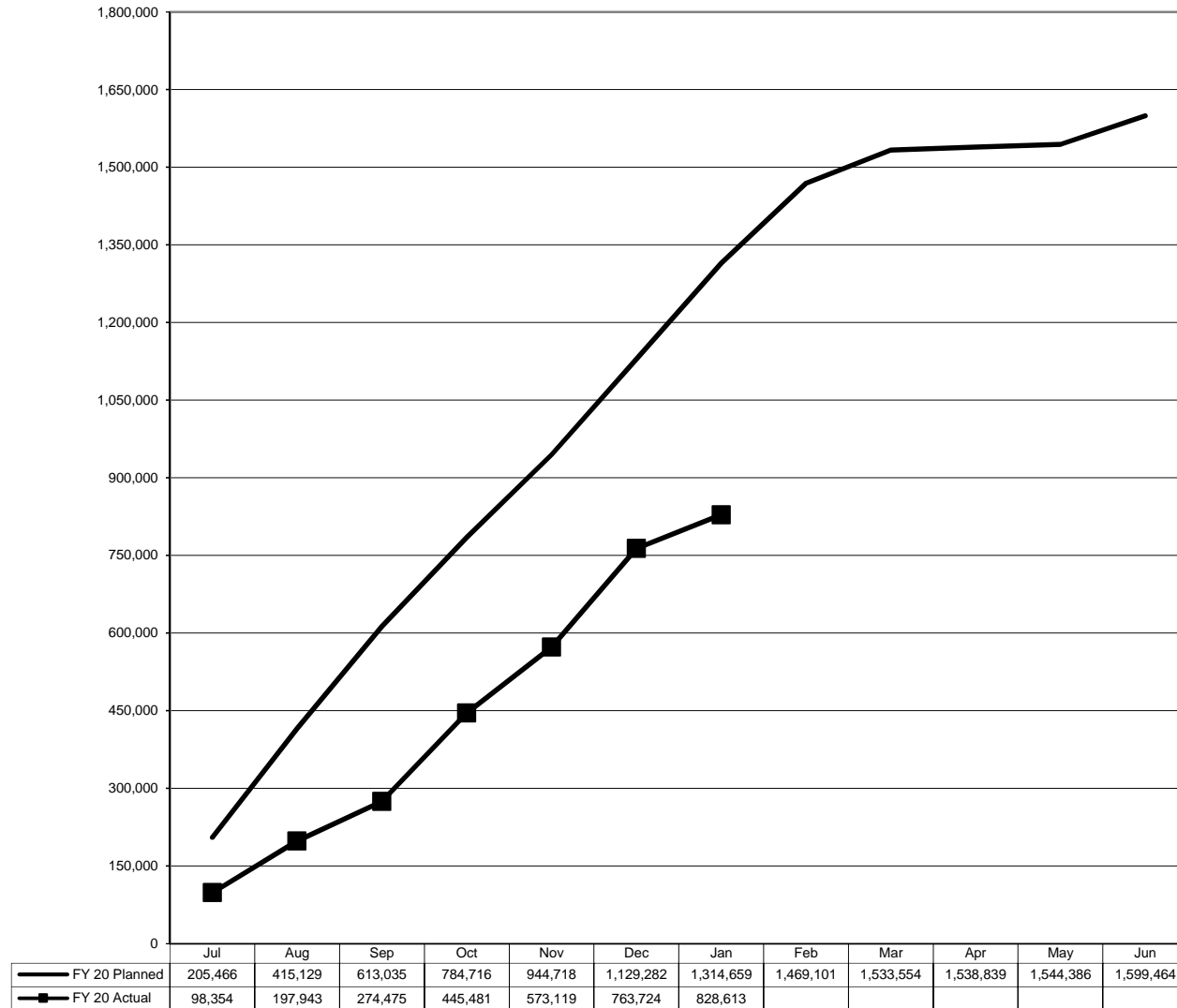
E - Higher costs due to annual membership dues payment in December, costs expected to level out for remainder of the year.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2020

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 10

Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill Imports GHG Obligation Report (Cumulative)														
March 2020														
IDENTIFIER	AZU L&P	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas	PWR	SVP	Ukiah	Total
Allocation Percentages														
Generation Entitlement Share(%)	2.79%	6.60%	0.27%	33.50%	1.96%	1.64%	9.50%	2.04%	10.71%	0.79%	2.67%	25.75%	1.79%	100.00%
Obligation Accounts														
Current MT Compliance Obligation (MTO) Balance (MT)	25,869	61,294	2,490	311,105	18,238	15,259	88,095	18,874	99,497	7,298	24,776	239,135	16,580	928,510
Current MT Compliance Instrument Account (MTA) Balance (MT)	25,625	61,009	2,829	371,688	18,308	15,489	88,493	18,690	120,162	7,752	22,607	271,685	16,644	1,040,981
MTA Shortfall (MT)	244	285	(339)	(60,583)	(70)	(230)	(398)	184	(20,665)	(454)	2,169	(32,550)	(64)	(112,471)
Monthly GHG Price \$/MT	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85	17.85
GHG Minimum Cash Compliance Obligation (\$)	4,355	5,087	0	0	0	0	0	3,284	0	0	38,717	0	0	51,444
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	775	0	0	0	66,072	0	2,652	136,516
Net GHG Obligation (\$)	0	5,087	0	0	0	0	0	3,284	0	0	0	0	0	8,372

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

	CY 2020 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center													
	Actual	Estimated											CY 2020	Cumulative
IDENTIFIER	January	February	March	April	May	June	July	August	September	October	November	December	Total	Total
Energy (MWh)	64,890	160,540	0	0	0	60,072	0	0	0	0	0	0	285,502	8,182,330
Gas Schedule (MMBtu)	466,226	1,245,787	0	0	0	466,160	0	0	0	0	0	0	2,178,173	59,646,543
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)	0	0	0	0	0	0	0	0	0	0	0	0	0	4,695
Monthly MT Obligation (MTO)	25,160	67,229	0	0	0	25,156	0	0	0	0	0	0	117,545	3,224,493
Annual Cal e-GGRT/MT Obligation True Up (MTO)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cumulative MT Obligation (MTO)	860,187	927,416	927,416	927,416	927,416	952,572	952,572	952,572	952,572	952,572	952,572	952,572	952,572	952,572
Compliance Instrument Participant Transfers														
Carryover Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	32,263
Auction Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	3,218,244
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)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,250,507
NCPA Compliance Instrument Purchases														
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument NCPA Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Internal Transfers (LEC from/to STIG)	0	0	0	0	0	0	0	0	0	0	0	0	0	(678)
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	2,267,985
Total Monthly Activity (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	3,296,829
Cumulative MT Account Balance (MTA)	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522	1,029,522
MTA Shortfall (MT)	(169,335)	(102,106)	(102,106)	(102,106)	(102,106)	(76,950)	(76,950)	(76,950)	(76,950)	(76,950)	(76,950)	(76,950)	(76,950)	(76,950)
Current Month CCA Balance (\$)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,444.00
Monthly GHG Price	17.68	17.80	17.85	17.91	17.97	18.03	18.10	18.16	18.23	18.30	18.38	18.45		



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Date: March 4, 2020

Meeting Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Integrity Inspections, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

Proposal

Approve the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections, LLC for specialty mechanical and inspection related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, NCPA members, by SCPPA, or by SCPPA members.

Background

Specialty mechanical and inspection related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA has additional agreements in place with Premium Inspection Company and Team Industrial for similar services. Integrity Inspections, LLC is a new vendor whom NCPA has not had any previous agreements with. NCPA would like to enter into an agreement with this new vendor as an additional option when these types of services are needed.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible, bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Integrity Inspections, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
INTEGRITY INSPECTIONS, LLC**

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 Integrity Inspections, LLC, an LLC, with its office located at 33520 Canvas Back Street, Woodland, CA 95695 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE HUNDRED THOUSAND dollars (\$500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
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 \$2,000,000 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 \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 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, Contractor shall provide the certificates of insurance and 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.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the

Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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 provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

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 \$200.00 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, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

13.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, 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:

Integrity Inspections, LLC
Attention: Jay Locatelli
33520 Canvas Back Street
Woodland, CA 95695

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:

Jane E. Luckhardt
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, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

INTEGRITY INSPECTIONS, LLC

Date_____

Date_____

RANDY S. HOWARD
General Manager

JAY LOCATELLI,
Owner / CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Integrity Inspections, LLC ("Contractor") shall provide, specialty mechanical and inspection services as requested by the Northern California Power Agency ("Agency"), NCPA Members, SCPPA, and/or SCPPA Members.

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

On-Steam Services:

- Energy Management
- Emissions Control
- Engineering and Project Management Services

Turnaround/Outage Services:

- 3-D Measurement and Inspection Services
- Inspection (NDE/NDT)
- Engineering and Outage Management Services

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

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:

Labor 1	S.T.	O.T.	P.T.
Group I ASNT Level II & III	\$136.06	\$176.58	\$217.10
Group 2 AWS CWI	\$132.46	\$171.18	\$209.90
Group 3	\$121.41	\$154.60	\$187.79
Group 4 NACE & Level I	\$112.00	\$140.48	\$168.97

Equipment - NDE

Magnetic Particle Equipment 1&2	Rate	UOM
Magnetic Particle Portable Yokes	\$50.00	Shift
Magnetic Particle Machines and Accessories (0-6000 amps)	\$700.00	Shift
Ultrasonic Equipment 1&2	Rate	UOM
Ultrasonic Thickness Meter	\$75.00	Shift
Ultrasonic Flaw Detector	\$250.00	Shift
AUT System	\$900.00	Shift
Phased Array Unit	\$800.00	Shift
HydroFORM Scanner / Chain Scanner	\$250.00	Shift
Cobra Tube Scanner	\$250.00	Shift
Transducers		
Radiographic Equipment 1&2	Rate	UOM
Pick-up Truck Mounted Darkroom	\$125.00	Shift
Mobile Dark Room Trailer	\$500.00	Week
Selenium 75 Source	\$300.00	Shift
Iridium 192 Source	\$100.00	Shift
Cobalt 60 Source	\$700.00	Shift
Computerized Digital RT Equipment & Software Station 3	\$750.00	Shift
Phosphorous Plates (for supplemental plates)	\$40.00	Shift/Each
Positive Material Identification 1&2	Rate	UOM
Positive Material Identification	\$400.00	Shift
Positive Material Identification with Carbon Content	\$1,000.00	Shift
Ferrite Tester / Hardness Tester	\$250.00	Shift
Rate	UOM	
Ferrous & Non-Ferrous Tester (ET/RFT/MFL)	\$900.00	Shift
IRIS Tester	\$800.00	Shift
Array Probe Usage (Charge per tube inspected)	\$12.00	Per Tube
Probe Usage (Charge per tube inspected)	\$3.20	Per Tube
Analysis System	\$20.00	Shift
Calibration standards (Special Order Only)		

Tank Inspection Equipment 1&2	Rate	UOM
MFE Floor Scanner	\$300.00	Shift
Tank Crawler	\$600.00	Shift
Remote Viewing	Rate	UOM
Borescope	\$500.00	Shift

Borescope, Rental

Note: Shift is defined as 12 hours or less unless stated otherwise.

1 A minimum equipment charge of 1 single shift per day applies.

2 All Equipment rates are based on a single shift operation.

For two (2) shift usage calculate by a 2.0 multiplier

3 20 plates are provided with equipment package,

Consumable Materials - NDE	Rate	UOM
Radiographic Film	\$0.30	Square Inch
1Dry Magnetic Powder	\$25.00	Pound
14 AM Prepared Bath (Aerosol)	\$25.00	Can
Bulk Wet Magnetic Particle	\$25.00	Quart
Aerosol Cleaner	\$25.00	Can
Aerosol Penetrate	\$25.00	Can
Aerosol Penetrant Developer	\$25.00	Can
Cold Couplant (Ambient to120°F)	\$10.00	Quart
Medium Temperature Couplant (120°F to 400°F)	\$25.00	Ounce
High Temperature Couplant (400°F to 900°F)	\$75.00	Tube
Brinell Hardness Reading per Impression (Plus Labor)	\$5.00	Each Impression
50 lb. Box of Lint Free Rags	\$100.00	Box

Miscellaneous	Rate	UOM
Site Vehicle ½ Ton to ¾ Ton	\$100.00	Shift
Site Vehicle 1 Ton or Larger (DOT Required)	\$125.00	Shift
Portable Generator w/fuel	\$50.00	Day
All Third Party Rental Equipment, Supplies, Materials, Freight	Cost + 10%	

Travel, Meals & Lodging	Rate	UOM
Lodging & Meals	\$180.00	
Lodging - (where adequate or affordable lodging is unavailable)	Cost + 10%	
Meals Only	\$50.00	
Mileage (Minimum 20 miles per Trip)	\$0.75	Mile
Airfares (Timekeeper rates may apply for Managing)	Cost + 10%	
Rental Vehicle and Gasoline	Cost +10%	

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

Integrity Inspections, LLC

(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.

NOT APPLICABLE

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)



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 12

Date: March 5, 2020

Meeting Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Hunt & Sons, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities.

Proposal

Approve the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc. for the purchase of diesel fuels, propane, unleaded fuels, oils and lubricants, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA.

Background

Diesel fuels, propane, unleaded fuels, oils and lubricants are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA had a previous agreement in place with Hunt & Sons, Inc., which is running low on funds and expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar purchases with George Lowry, Inc., Redwood Coast Fuels, Southern Counties Lubricants, LLC, Valley Pacific Petroleum Services, Inc. and Westgate Petroleum.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible, bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc.



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
HUNT & SONS, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Hunt & Sons, Inc., ("Supplier"), whose principal office is located at 5750 South Watt Avenue, Sacramento, CA 95829 (together sometimes referred to as the "Parties") as of _____, 2020 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered 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. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP, whether at a facility owned and/or operated by Agency, an Agency member, SCPPA, or a SCPPA member.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a

guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

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

- 5.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance 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, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product 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 Supplier in regard to this Agreement with not less than

\$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

- 6.4 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.

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

6.5.4 Self-Insured Retention. Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

6.5.5 Additional Certificates and Endorsements. If Supplier provides Goods to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Supplier shall provide certificates of insurance and/or policy endorsements, as referenced in Section 6.5.1, naming the specific Agency member, SCPPA or SCPPA member.

- 6.6 Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

“Hazardous Materials” means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

Section 7. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier’s warranty is for greater than one (1) year, in which case Supplier’s warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency’s satisfaction.

Section 8. INDEMNIFICATION AND SUPPLIER’S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency’s acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier 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, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier 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 Supplier, 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.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this

Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 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.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 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.
- 9.9 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.

9.10 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.

9.11 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.

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

Supplier 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.*

9.13 Contract Administrator. This Agreement shall be administered by Joel Ledesma, 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.

9.14 Notices. Any written notice to Supplier shall be sent to:

Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, CA 95829

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:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** 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.
 - 9.15.4** 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.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** 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.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 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 Supplier provide Goods to an Agency member, SCPPA and/or

a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 2, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Goods relating to such Member.

9.20 Amendments. The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY	HUNT & SONS, INC.
Date: _____	Date: _____
_____ RANDY S. HOWARD, General Manager	_____ JOE HUNT, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

Hunt & Sons, Inc. ("Supplier") shall provide the following as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

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

- Diesel Fuel
- Propane
- Unleaded Fuels
- Oils & Lubricants
- Fuel Equipment

Rates will be proposed at the time materials are needed.

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

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

Hunt & Sons, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

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

EXHIBIT C
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,

Hunt & Sons, Inc.

(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.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Date: March 4, 2020

Meeting Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Coffman Engineers, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, SCPPA, and SCPPA Members.

Proposal

Approve the Multi-Task Professional Services Agreement with Coffman Engineers, Inc., for fire protection, mechanical, electrical, or civil engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Fire protection, mechanical, electrical, or civil engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Coffman Engineers, Inc. is a new vendor whom NCPA has not had any previous agreements with. NCPA would like to enter into an agreement with this new vendor as an additional option when these types of services are needed.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has additional agreements in place with Sabah International, Inc. and ORR Protection Systems, Inc. (pending approval) for similar services and seeks bids from as many qualified providers as possible. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with Coffman Engineers, Inc.



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND COFFMAN ENGINEERS, INC.

This Professional 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 Coffman Engineers, Inc., a corporation with its office located at 1939 Harrison Street, Suite 320, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period

specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed for time and materials tasks (unless such records are requested pursuant to Section 9.3), under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies time and materials tasks (unless such records are requested pursuant to Section 9.3), for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

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

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

- 2.3 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 **Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 **Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 **Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 **Commercial General and Automobile Liability Insurance.**
- 4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 **Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The

policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

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

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

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination by Agency, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof. In the event of termination by Consultant, Consultant shall satisfactorily complete ongoing tasks prior to the effective date

of termination and deliver to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
 - 8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Thomas DeMasi, P.E.
Coffman Engineers, Inc.
1939 Harrison Street, Suite 320
Oakland, CA 94612

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:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or

agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

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

10.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with

legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, 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 Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

COFFMAN ENGINEERS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

**THOMAS DEMASI, P.E., Senior Engineer
– Fire Protection Engineering**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Coffman Engineers, Inc. ("Consultant") shall provide fire protection, mechanical, electrical, or civil engineering services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Such services will include, but are not limited to:

- Providing professionally engineered "stamped" drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Refer To Rate Sheet Below.

SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2020

<u>CLASSIFICATION</u>	<u>ENGINEERING*</u> <u>HOURLY RATES</u>	<u>ACOUSTICS</u> <u>HOURLY RATES</u>	<u>FIRE PROTECTION**</u> <u>HOURLY RATES</u>
Principal III	\$265.00	--	\$275.00
Principal II	\$255.00	--	\$265.00
Principal I	\$245.00	\$245.00	\$255.00
General Manager	\$245.00	--	--
Operations Manager	--	--	\$250.00
Senior Discipline Manager	\$215.00	--	\$245.00
Senior Discipline Engineer	\$195.00	--	\$235.00
Senior Discipline Consultant	--	\$210.00	--
Discipline Manager	\$195.00	--	\$215.00
Discipline Consultant	--	\$200.00	--
Senior Project Manager	\$195.00	--	\$195.00
Senior Project Engineer	\$185.00	--	--
Project Manager II	\$185.00	--	--
Senior Engineer	\$180.00	--	\$215.00
Senior Consultant	--	\$192.00	--
Project Manager	\$180.00	--	\$165.00
Engineer III	\$160.00	--	\$190.00
Engineer II	\$140.00	--	\$165.00
Engineer I	\$130.00	--	\$140.00
Consultant III	--	\$170.00	--
Consultant II	--	\$150.00	--
Consultant I	--	\$130.00	--
Senior Engineering Tech	--	--	\$220.00
Engineering Tech III	--	--	\$120.00
Engineering Tech II	--	--	\$110.00
Engineering Tech I	--	--	\$100.00
Senior Acoustical Tech	--	\$180.00	--
Acoustical Tech III	--	\$120.00	--
Acoustical Tech II	--	\$105.00	--
Acoustical Tech I	--	\$90.00	--
Senior Designer	\$145.00	\$160.00	--
Designer III	\$136.00	\$145.00	--
Designer II	\$130.00	\$135.00	--
Designer I	\$115.00	\$125.00	--
Drafter II	\$105.00	\$105.00	--
Drafter I	\$90.00	\$90.00	--
Graduate Intern (FP)	--	--	\$115.00
Engineering Intern	--	--	\$100.00
Clerical	\$80.00	\$80.00	\$80.00

3D Scanner \$100.00/Hour (on-site)

* Civil, electrical, mechanical, plumbing, and structural engineering.

** Fire protection engineering and code consulting.

SCHEDULE OF EXPENSE CHARGES:

1. Travel from our office will be charged as follows:
 - a. Auto 58 cents per mile or latest IRS standard mileage rate whichever is higher
 - b. Other mode: At actual times 1.1
2. Local and long distance courier services will be charged at actual times 1.1.
3. Plotting and/or reproduction of drawings, specifications, reports and calculations and additional copies will be charged at actual times 1.1.
4. Instrument rental, laboratory services, outside computer and/or consultant services will be charged at actual times 1.1.

These rates are effective through December 31, 2020.

Rates may be adjusted each year in response to inflation and other factors. The increase will not exceed 5% each year.

Any increase will be effective upon the giving of 30 days' advance written notice to NCPA.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(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.



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 14

Date: March 4, 2020

Meeting Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Lodi Energy Center FY 2021 Annual Budget

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve and adopt the Lodi Energy Center (LEC) FY 2021 Annual Budget in the amount of \$94,074,960 and approve modifications to the PMOA Schedule 1, Exhibit 2.

Background

In October 2019, the Commission approved budget guidance for the NCPA FY 2021 Annual Budget and staff began preparation of the proposed budget during the following months. Presentations on the budget were made to the Lodi Energy Center Project Participants Committee on February 10, 2020 and March 9, 2020.

All changes resulting from the budget review meetings have been incorporated into the proposed Lodi Energy Center FY 2021 Annual Budget.

Section 21.3 of the Lodi Energy Center Power Sales Agreement dated May 24, 2010 requires that an Operating Reserve Fund be established for the LEC project and that a minimum of 60 days of Operation and Maintenance Expenses for the LEC project be maintained in this fund. There are not changes to the Operating Reserve in the proposed budget.

Assumptions

The LEC budget is heavily driven by variable costs. Each year a market model is prepared and through analysis, the projected operation of LEC is determined. These factors feed into the budget process, which then get calculated into an estimated cost to be used in the budget. The assumption results are summarized in the table below.

	FY20	FY21	
Energy Production			
MWHrs	1,599,464	1,316,988	-18%
Avg Rate (\$/MWHr)	48.18	45.10	-6%
Fuel			
mmBTU	10,956,328	9,021,368	-18%
Avg Rate (\$/mmBTU)	3.66	3.54	-3%
Operations			
Hours On-line	6,059	5,207	-14%
Starts	75	166	121%
Avg Output (MW)	264	253	-4%

In addition, because of the rate changes and budget changes that occur each year, the variable costs should be updated to reflect the approved budget. The Variable Costs are used in the bidding of the unit to CAISO and are approved in the PMOA. The table below represents the changes required to the PMOA with the approved budget.

PMOA Schedule 1 Exhibit 2

VOM Impact	Approved FY20 Budget	Approved FY20 VOM	Proposed FY21 Budget	Proposed FY21 VOM	Percent Change
Variable Cost	(\$)	(\$/MWHr)	(\$)	(\$/MWHr)	
Operations	1,557,016	0.97	1,234,037	0.94	-3.4%
LTSA-\$/MWHr	2,594,466	1.97	2,686,656	2.04	3.6%
Maintenance Reserve Variable	276,567	0.21	276,567	0.21	0.0%
Total	4,428,050	3.15	4,197,260	3.19	1.2%
LTSA-\$/Start			1,018,916	6,138	
Forecasted Starts				166.00	
Forecasted Generation (MWHr)		1,599,464		1,316,988	-17.7%

Fiscal Impact

The Lodi Energy Center Annual Budget cost for FY 2021 is approximately \$94.1 million, which represents a decrease of approximately \$300,000 from the prior year's budget. Third Party Revenue forecast for FY 2021 is approximately \$66.2 million, which is about \$8.2 million less than the prior year's revenue.

The forecast Net Annual Budget Cost to Participants is approximately \$27.9 million which is about \$7.9 million higher than the prior year's budget. Funding allocations for each member are attached to this staff report and shown on page H-1 of the budget.

Environmental Analysis

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

Prepared by:

Joel Ledesma
Assistant General Manager/Generation Services

Attachments: (3)

- Allocation of LEC Project Budget
- LEC Budget
- PMOA Schedule 1.00, Exhibit 2

LODI ENERGY CENTER
Allocation of Project Budget
FY 2021

ALLOCATION PERCENTAGES:

Generation Entitlement Share ⁽¹⁾	GES	100.0000%	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%														
Indenture Cost Share A	ICS A	100.0000%	4.9936%	11.8310%	0.4802%	0.0000%	3.5212%	2.9448%	17.0295%	3.6491%	0.0000%	1.4084%	4.7824%	46.1588%	3.2010%														
Indenture Cost Share B	ICS B	100.0000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%														
PROJECTED MWH																													
		1,316,988	36,687	86,921	3,528	441,191	25,870	21,635	125,114	26,810	141,106	10,348	35,136	339,124	23,517														
PROJECT COSTS:																													
Fuel Cost	GES	\$	32,955,703	\$	918,047	\$	2,175,076	\$	88,288	\$	11,040,161	\$	647,349	\$	541,397	\$	3,130,792	\$	670,879	\$	3,530,973	\$	258,933	\$	879,225	\$	8,486,093	\$	588,490
GHG Allowance Costs	GES	\$	8,695,359	\$	242,227	\$	573,894	\$	23,295	\$	2,912,945	\$	170,803	\$	142,847	\$	826,059	\$	177,011	\$	931,647	\$	68,319	\$	231,983	\$	2,239,055	\$	155,273
Labor	GES	\$	5,789,039	\$	161,265	\$	382,077	\$	15,509	\$	1,939,328	\$	113,714	\$	95,102	\$	549,959	\$	117,847	\$	620,255	\$	45,484	\$	154,446	\$	1,490,678	\$	103,375
Variable O&M	GES	\$	5,436,362	\$	151,441	\$	358,800	\$	14,564	\$	1,821,181	\$	106,786	\$	89,309	\$	516,454	\$	110,668	\$	582,468	\$	42,713	\$	145,037	\$	1,399,863	\$	97,077
Fixed O&M	GES	\$	2,717,065	\$	75,689	\$	179,326	\$	7,279	\$	910,217	\$	53,371	\$	44,636	\$	258,121	\$	55,311	\$	291,114	\$	21,348	\$	72,489	\$	699,644	\$	48,519
O&M Administration	GES	\$	211,377	\$	5,888	\$	13,951	\$	566	\$	70,811	\$	4,152	\$	3,473	\$	20,081	\$	4,303	\$	22,648	\$	1,661	\$	5,639	\$	54,430	\$	3,775
Mandatory Costs	GES	\$	309,455	\$	8,620	\$	20,424	\$	829	\$	103,667	\$	6,079	\$	5,084	\$	29,398	\$	6,300	\$	33,156	\$	2,431	\$	8,256	\$	79,685	\$	5,526
Inventory Stock	GES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
O&M and Capital Projects Costs	GES	\$	1,067,456	\$	29,736	\$	70,452	\$	2,860	\$	357,598	\$	20,968	\$	17,536	\$	101,408	\$	21,730	\$	114,370	\$	8,387	\$	28,479	\$	274,870	\$	19,062
Maintenance Reserve	GES	\$	1,838,332	\$	51,210	\$	121,330	\$	4,925	\$	615,841	\$	36,110	\$	30,200	\$	174,642	\$	37,423	\$	196,964	\$	14,444	\$	49,045	\$	473,370	\$	32,827
Insurance	GES	\$	898,338	\$	25,025	\$	59,290	\$	2,407	\$	300,943	\$	17,646	\$	14,758	\$	85,342	\$	18,287	\$	96,251	\$	7,058	\$	23,967	\$	231,322	\$	16,042
Other Costs	GES	\$	40,000	\$	1,114	\$	2,640	\$	107	\$	13,400	\$	786	\$	657	\$	3,800	\$	814	\$	4,286	\$	314	\$	1,067	\$	10,300	\$	714
Generation Services Shared	GES	\$	353,712	\$	9,853	\$	23,345	\$	948	\$	118,494	\$	6,948	\$	5,811	\$	33,603	\$	7,201	\$	37,898	\$	2,779	\$	9,437	\$	91,081	\$	6,316
Transmission (CAISO)		\$	780,841	\$	21,752	\$	51,536	\$	2,092	\$	261,582	\$	15,338	\$	12,828	\$	74,180	\$	15,896	\$	83,662	\$	6,135	\$	20,832	\$	201,067	\$	13,943
Energy Purchases (CAISO)		\$	3,049,750	\$	84,957	\$	201,284	\$	8,170	\$	1,021,666	\$	59,906	\$	50,101	\$	289,726	\$	62,084	\$	326,759	\$	23,962	\$	81,364	\$	785,311	\$	54,459
Debt Service Cost:																													
Indenture Group A Cost	ICS A	\$	20,912,486	\$	1,044,286	\$	2,474,156	\$	100,422	\$	-	\$	736,370	\$	615,831	\$	3,561,292	\$	763,118	\$	-	\$	294,531	\$	1,000,119	\$	9,652,953	\$	669,409
BAB's Subsidy (Group A)	ICS A	\$	(4,252,914)	\$	(212,374)	\$	(503,162)	\$	(20,422)	\$	-	\$	(149,754)	\$	(125,240)	\$	(724,250)	\$	(155,193)	\$	-	\$	(59,898)	\$	(203,391)	\$	(1,963,094)	\$	(136,136)
Debt and Trustee Fees (Group A)	ICS A	\$	43,576	\$	2,176	\$	5,155	\$	209	\$	-	\$	1,534	\$	1,283	\$	7,421	\$	1,590	\$	-	\$	614	\$	2,084	\$	20,114	\$	1,395
Indenture Group B Cost	ICS B	\$	11,320,079	\$	-	\$	-	\$	-	\$	11,320,079	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
BAB's Subsidy (Group B)	ICS B	\$	(1,955,816)	\$	-	\$	-	\$	-	\$	(1,955,816)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Debt and Trustee Fees (Group B)	ICS B	\$	22,970	\$	-	\$	-	\$	-	\$	22,970	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Administrative & General	GES	\$	2,317,930	\$	64,571	\$	152,983	\$	6,210	\$	776,507	\$	45,531	\$	38,079	\$	220,203	\$	47,186	\$	248,350	\$	18,212	\$	61,840	\$	596,867	\$	41,391
Power Management Allocated Costs	GES	\$	1,523,860	\$	42,450	\$	100,575	\$	4,082	\$	510,493	\$	29,933	\$	25,034	\$	144,767	\$	31,021	\$	163,271	\$	11,973	\$	40,655	\$	392,394	\$	27,212
Total Project Costs		\$	94,074,960	\$	2,727,935	\$	6,463,132	\$	262,339	\$	32,162,067	\$	1,923,572	\$	1,608,726	\$	9,302,998	\$	1,993,477	\$	7,284,072	\$	769,402	\$	2,612,572	\$	25,216,001	\$	1,748,668
Estimated price per MWh		\$	71.43	\$	74.36	\$	74.36	\$	74.35	\$	72.90	\$	74.36	\$	74.36	\$	74.36	\$	74.36	\$	51.62	\$	74.36	\$	74.36	\$	74.36	\$	74.36
Third Party Revenue																													
ISO Energy Sales	GES	\$	55,590,251	\$	1,548,578	\$	3,668,957	\$	148,926	\$	18,622,734	\$	1,091,959	\$	913,237	\$	5,281,074	\$	1,131,651	\$	5,956,106	\$	436,773	\$	1,483,092	\$	14,314,490	\$	992,675
Ancillary Services Sales	GES	\$	1,711,986	\$	47,691	\$	112,991	\$	4,586	\$	573,515	\$	33,629	\$	28,125	\$	162,639	\$	34,851	\$	183,427	\$	13,451	\$	45,674	\$	440,836	\$	30,571
GHG Allowance Credits	GES	\$	8,463,376	\$	242,227	\$	573,894	\$	23,295	\$	2,912,945	\$	170,803	\$	142,847	\$	826,059	\$	177,011	\$	931,647	\$	68,319	\$	-	\$	2,239,055	\$	155,273
Interest & Other Income	GES	\$	94,944	\$	2,645	\$	6,266	\$	254	\$	31,806	\$	1,865	\$	1,560	\$	9,020	\$	1,933	\$	10,173	\$	746	\$	2,533	\$	24,448	\$	1,695
Interest Income (Group A)	ICS A	\$	242,355	\$	12,102	\$	28,673	\$	1,164	\$	-	\$	8,534	\$	7,137	\$	41,272	\$	8,844	\$	-	\$	3,413	\$	11,590	\$	111,868	\$	7,758
Interest Income (Group B)	ICS B	\$	48,545	\$	-	\$	-	\$	-	\$	48,545	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		\$	66,151,457	\$	1,853,242	\$	4,390,781	\$	178,226	\$	22,189,546	\$	1,306,790	\$	1,092,905	\$	6,320,063	\$	1,354,290	\$	7,081,353	\$	522,702	\$	1,542,890	\$	17,130,697	\$	1,187,972
Annual Project Costs, net		\$	27,923,503	\$	874,693	\$	2,072,351	\$	84,114	\$	9,972,521	\$	616,783	\$	515,821	\$	2,982,934	\$	639,187	\$	202,719	\$	246,700	\$	1,069,682	\$	8,085,304	\$	560,696
Estimated price per Mwh, net		\$	21.20	\$	23.84	\$	23.84	\$	23.84	\$	22.60	\$	23.84	\$	23.84	\$	23.84	\$	23.84	\$	1.44	\$	23.84	\$	30.44	\$	23.84	\$	23.84
JPA Assessment (per PMOA)																													
		\$	88,606	\$	4,970	\$	-	\$	-	\$	59,763	\$	-	\$	-	\$	-	\$	-	\$	19,114	\$	-	\$	4,759	\$	-	\$	-

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Routine O & M Costs						
Variable	\$4,733,380	\$4,384,901	\$5,381,629	\$1,187,499	\$5,436,362	\$54,733
Fixed	3,443,662	4,310,567	2,646,090	1,700,222	2,717,065	70,975
Administration	205,529	101,790	209,845	73,243	211,377	1,532
Mandatory Costs	298,336	394,669	304,750	189,162	309,455	4,705
Routine O & M Costs without Labor	8,680,907	9,191,927	8,542,314	3,150,126	8,674,259	131,945
Labor	5,284,165	5,363,628	5,558,310	2,723,771	5,789,039	230,729
Total Routine O & M Costs	13,965,072	14,555,555	14,100,624	5,873,897	14,463,298	362,674
Other Plant Costs						
Fuel	33,092,116	45,844,088	39,513,147	18,761,187	32,955,703	(6,557,444)
GHG Allowance Costs	0	0	0	0	8,695,359	8,695,359
CA ISO Charges (variable)	550,660	739,706	883,969	508,292	780,841	(103,128)
CA ISO Energy Purchases (variable)	5,113,848	4,392,275	3,826,263	916,441	3,049,750	(776,513)
Debt Service	26,079,852	26,050,858	26,054,428	13,027,214	26,023,835	(30,593)
Insurance	625,976	614,129	674,648	306,404	898,338	223,690
Other Costs	124,926	201,128	128,792	70,636	106,546	(22,246)
Generation Services Shared	368,963	325,938	339,783	199,715	353,712	13,929
Administrative & General	2,182,080	2,075,401	2,105,792	906,606	2,317,930	212,138
Power Management Allocated Costs	1,446,134	1,322,317	1,439,156	719,578	1,523,860	84,704
Total O & M Costs	83,549,627	96,121,395	89,066,602	41,289,970	91,169,172	2,102,570
Projects						
Operations & Maintenance	52,000	41,020	917,433	8,324	1,060,956	143,523
Capital	100,000	6,950	2,919,108	592,458	6,500	(2,912,608)
Maintenance Reserve	1,461,107	1,461,107	1,496,174	748,087	1,838,332	342,158
Total Projects	1,613,107	1,509,077	5,332,715	1,348,869	2,905,788	(2,426,927)
Annual Budget Cost	85,162,734	97,630,472	94,399,317	42,638,839	94,074,960	(324,357)
Less: Third Party Revenue						
ISO Energy Sales	52,414,938	76,972,681	72,602,551	31,770,378	55,590,251	(17,012,300)
Ancillary Services Sales	1,028,631	1,631,418	1,432,533	1,033,934	1,711,986	279,453
GHG Allowance Credits	0	0	0	0	8,463,375	8,463,375
Interest Income - Operations	94,945	276,884	94,945	187,534	94,945	0
Interest Income (NCPA)	242,355	308,449	242,355	133,693	242,355	0
Interest Income (CDWR)	48,545	85,791	48,545	30,077	48,545	0
Other Income	0	5,797	0	530	0	0
	53,829,414	79,281,020	74,420,929	33,156,146	66,151,457	(8,269,472)
Net Annual Budget Cost To Participants	\$31,333,320	\$18,349,452	\$19,978,388	\$9,482,693	\$27,923,503	\$7,945,115

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Total Variable Costs	\$43,490,004	\$55,754,425	\$49,605,008	\$21,373,419	\$50,918,015	\$1,313,007
Total Fixed Costs	41,672,730	42,269,502	44,794,309	21,265,420	43,156,945	(1,637,364)
	<u>\$85,162,734</u>	<u>\$98,023,927</u>	<u>\$94,399,317</u>	<u>\$42,638,839</u>	<u>\$94,074,960</u>	<u>(\$324,357)</u>
Net Annual Generation (MWh)	1,304,122	1,382,308	1,599,464	764,224	1,316,988	(282,476)
Net Annual Budget Costs per MWh	\$24	\$13	\$12	\$12	\$21	\$9
Variable Costs per MWh	\$33	\$40	\$31	\$28	\$39	\$8
Fixed Costs per KW Month	\$12	\$13	\$13	\$6	\$13	(\$0)

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Variable O&M Costs						
Services -						
Variable Services	3,192,305	3,111,272	3,791,042	619,035	3,971,225	180,183
Waste Disposal	440,689	254,567	358,282	101,479	330,024	(28,258)
Laboratory and Testing	20,031	4,003	8,554	4,413	7,880	(674)
Resin Bottles and Regeneration	52,081	53,836	36,224	6,240	33,367	(2,857)
Subtotal	3,705,106	3,423,678	4,194,102	731,167	4,342,496	148,394
Other -						
Ammonia/Emissions Gases	253,730	127,285	189,401	80,327	174,463	(14,938)
Dry Chemicals	373,918	396,739	521,036	196,670	479,942	(41,094)
Bulk Chemicals	120,188	147,184	115,689	73,300	106,565	(9,124)
Specialty Chemicals	213,667	182,051	200,534	76,202	184,718	(15,816)
Laboratory and Testing	0	28,823	33,571	14,186	30,923	(2,648)
Filters	66,771	79,141	127,296	15,647	117,256	(10,040)
Subtotal	1,028,274	961,223	1,187,527	456,332	1,093,867	(93,660)
Total Variable O&M	<u>\$4,733,380</u>	<u>\$4,384,901</u>	<u>\$5,381,629</u>	<u>\$1,187,499</u>	<u>\$5,436,363</u>	<u>\$54,734</u>

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Fixed O&M Costs						
Services -						
Electrical/Control	173,302	199,819	98,275	143,672	99,946	1,671
Buildings and Grounds	80,000	148,268	49,137	26,077	49,972	835
Overall Facility Expense	150,000	117,563	81,896	59,510	83,288	1,392
CEMS Support Contract	7,000	0	3,822	0	3,887	65
CTG and Accessories	244,000	251,862	117,384	0	119,379	1,995
HRSG/Stack	136,622	433,039	84,625	17,536	86,064	1,439
Ammonia System	10,000	0	0	0	0	0
STG and Accessories	100,000	83,222	49,137	8,192	49,972	835
Water Treatment	132,000	163,346	76,436	77,954	77,735	1,299
Balance of Plant	70,000	183,536	57,873	102,735	58,858	985
Network/Communication	10,000	3,122	5,460	7,495	5,553	93
Tools/Shop/Warehouse Equip	0	4,047	0	0	0	0
Subtotal	1,112,924	1,587,824	624,045	443,171	634,654	10,609
Supplies -						
Overall Facility Expense	20,000	33,723	8,198	11,742	8,337	139
CTG and Accessories	100,000	161,121	36,711	4,431	37,335	624
HRSG/Stack	125,000	73,850	44,552	6,934	45,309	757
STG and Accessories	35,769	110,384	12,475	5,996	12,687	212
Water Treatment	76,649	85,025	26,731	48,318	27,185	454
Balance of Plant	150,000	293,295	61,660	82,299	62,709	1,049
Electrical/Control	40,000	122,097	16,039	37,907	16,312	273
Network/Communication	15,329	0	5,346	0	5,437	91
Buildings and Grounds	22,200	33,580	8,910	4,157	9,061	151
Tools/Shop/Warehouse Equip	0	23,385	0	8,512	0	0
Vehicles						0
Subtotal	584,947	936,460	220,622	210,296	224,372	3,750
Other -						
Rental	37,675	40,519	32,000	10,429	32,544	544
HRSG/Boilers						0
Water Treatment	0	4,302	0	0	0	0
GT Inlet Air Filters						0
Liquidated Gas Turbines Shared F	165,730	149,879	178,496	70,614	187,522	9,026
Auxiliary Power and Utilities	387,215	460,174	435,756	289,224	443,164	7,408
Lease	1,155,171	1,131,409	1,155,171	676,488	1,194,809	39,638
Subtotal	1,745,791	1,786,283	1,801,423	1,046,755	1,858,039	56,616
Total Fixed O&M	\$3,443,662	\$4,310,567	\$2,646,090	\$1,700,222	\$2,717,065	\$70,975

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Administration						
Other -						
Travel	8,000	6,461	8,000	0	8,136	136
Staff Development	20,000	1,477	20,000	0	20,340	340
Meals & Per Diems	500	720	500	0	508	8
General Office Supplies	0	114	0	61	0	0
Office Expense	0	0	0	934	0	0
Awards/Functions/Meetings	4,000	6,048	4,000	1,055	4,068	68
Liquidated Gas Turbines Shared F	173,029	86,971	177,345	71,193	178,325	980
Subtotal	205,529	101,791	209,845	73,243	211,377	1,532
Total Administration	\$205,529	\$101,791	\$209,845	\$73,243	\$211,377	\$1,532
Mandatory Costs						
Services -						
Hazardous Waste Disposal	15,360	15,331	15,000	3,687	15,255	255
Environmental Services/Testing	69,632	208,622	75,000	56,954	76,275	1,275
Compliance Costs	15,360	20,360	15,000	83	15,255	255
Security Services	5,120	0	5,000	0	5,085	85
Safety Services	20,480	10,638	20,000	0	20,340	340
Subtotal	125,952	254,951	130,000	60,724	132,210	2,210
Other -						
Permit Fees	128,000	98,544	136,000	105,555	138,312	2,312
Environmental Supplies	1,024	98	750	67	763	13
Safety Supplies	15,360	3,092	10,000	2,096	10,170	170
Title V Permit Fee	0	35	0	19	0	0
Liquidated Gas Turbines Shared F	28,000	37,949	28,000	20,701	28,000	0
Subtotal	172,384	139,718	174,750	128,438	177,245	2,495
Total Mandatory Costs	\$298,336	\$394,669	\$304,750	\$189,162	\$309,455	\$4,705
Labor						
Generation	4,056,264	4,385,590	4,443,252	2,253,727	4,613,306	170,054
Maintenance	1,227,901	977,252	1,115,058	468,741	1,175,733	60,675
Power Management	0	785	0	1,303	0	0
Total Labor	\$5,284,165	\$5,363,627	\$5,558,310	\$2,723,771	\$5,789,039	\$230,729

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
CA ISO Costs						
Purchased Energy	5,113,848	4,392,275	3,826,263	916,441	3,049,750	(776,513)
Grid Management Charge	550,660	579,868	701,055	317,392	581,131	(119,924)
Ancillary Services	0	73,001	124,020	186,506	191,141	67,121
Other Charges	0	86,837	58,894	4,394	8,569	(50,325)
Total CA ISO Costs	\$5,664,508	\$5,131,981	\$4,710,232	\$1,424,733	\$3,830,591	(\$879,641)
Debt Service						
Issue #1 (NCPA) -						
Principal	6,545,833	6,545,833	6,856,667	3,428,334	7,163,750	307,083
Interest	14,370,528	14,370,528	14,059,787	7,029,893	13,748,736	(311,051)
BABS Interest Subsidy	(4,221,277)	(4,240,862)	(4,239,356)	(2,119,678)	(4,252,914)	(13,558)
	16,695,084	16,675,499	16,677,098	8,338,549	16,659,572	(17,526)
Issue #2 (CDWR) -						
Principal	4,980,833	4,980,834	5,222,917	2,611,458	5,381,667	158,750
Interest	6,432,358	6,432,358	6,184,923	3,092,462	5,938,412	(246,511)
BABS Interest Subsidy	(2,028,423)	(2,037,834)	(2,030,510)	(1,015,255)	(1,955,816)	74,694
	9,384,768	9,375,359	9,377,330	4,688,665	9,364,263	(13,067)
Total Debt Service	\$26,079,852	\$26,050,858	\$26,054,428	\$13,027,214	\$26,023,835	(\$30,593)
Other Costs						
Legal Services	60,000	64,263	60,000	8,314	40,000	(20,000)
Debt Fees	45,201	44,140	49,067	21,822	48,571	(496)
Trustee Fees	19,725	18,925	19,725	13,500	17,975	(1,750)
CAISO Model Implementation	0	73,800	0	27,000	0	0
Total Other Costs	\$124,926	\$201,128	\$128,792	\$70,636	\$106,546	(\$22,246)
Generation Services Shared						
Salaries & Benefits	319,025	276,043	294,193	0	309,134	14,941
Other Costs	49,938	49,895	45,590	199,715	44,578	(1,012)
Total Generation Services	\$368,963	\$325,938	\$339,783	\$199,715	\$353,712	\$13,929
Administrative & General						
Administrative Support	1,642,138	1,620,646	1,689,313	732,488	1,838,245	148,932
General Support	539,942	454,755	416,479	174,118	479,685	63,206
Total Administrative & General	\$2,182,080	\$2,075,401	\$2,105,792	\$906,606	\$2,317,930	\$212,138

Northern California Power Agency
Lodi Energy Center
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
O&M Projects						
Asphalt Maintenance	0	0	0	0	60,000	60,000
CSSP Cyber Monitoring System	52,000	41,020	0	0	0	0
Water Plant EDI/RO	0	0	0	0	56,000	56,000
Annual Maintenance Outage -						0
Overall Facility Expense	0	0	82,906	0	85,392	2,486
CEMS Support Contract	0	0	3,178	0	3,273	95
CTG and Accessories	0	0	163,905	0	168,822	4,917
HRSG/Stack	0	0	150,823	0	155,348	4,525
STG and Accessories	0	0	63,388	0	65,290	1,902
Water Treatment	0	0	111,833	0	115,188	3,355
Balance of Plant	0	0	159,467	8,324	164,251	4,784
Network/Communication	0	0	14,294	0	14,723	429
Electrical/Control	0	0	110,686	0	114,007	3,321
Buildings and Grounds	0	0	56,953	0	58,662	1,709
Total Annual Outage	0	0	917,433	8,324	944,956	27,523
Total O&M Projects	\$52,000	\$41,020	\$917,433	\$8,324	\$1,060,956	\$143,523
Capital Projects						
GSU Transformer	0	0	2,915,858	592,458	0	(2,915,858)
Platforms (20)	100,000	6,950	0	0	0	0
Vehicles	0	0	3,250	0	6,500	3,250
Total Capital Projects	\$100,000	\$6,950	\$2,919,108	\$592,458	\$6,500	(\$2,912,608)

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

				FY 2020	Proposed	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
				Budget	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Projects	Notes	Total												
Operations & Maintenance (O&M)														
Gas Turbine Insulation	M	\$ 275,000	\$ -	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service Water Piping	M	250,000	-	-	50,000	-	-	-	200,000	-	-	-	-	-
Asphalt & Paving Maintenance	M	60,000	-	-	60,000	-	-	-	-	-	-	-	-	-
Water Plant EDI/RO	M	56,000	-	-	56,000	-	-	-	-	-	-	-	-	-
HVAC	M	40,000	-	-	40,000	-	-	-	-	-	-	-	-	-
Annual Maintenance Outage	M	11,750,294	917,433		944,956	973,305	1,002,504	1,032,579	1,063,556	1,095,463	1,128,327	1,162,177	1,197,042	1,232,953
553-009-000-610-044-075 Overall Facility Expense	M	872,262	68,104		70,147	72,252	74,419	76,652	78,951	81,320	83,759	86,272	88,860	91,526
553-009-000-610-070-075 Overall Facility Expense	M	189,581	14,802		15,246	15,703	16,175	16,660	17,160	17,674	18,205	18,751	19,313	19,893
553-009-000-610-044-077 CEMS Support Contract	M	40,703	3,178		3,273	3,372	3,473	3,577	3,684	3,795	3,909	4,026	4,147	4,271
553-009-010-610-044-071 CTG and Accessories	M	1,250,246	97,616		100,544	103,561	106,668	109,868	113,164	116,559	120,055	123,657	127,367	131,188
553-009-010-610-070-071 CTG and Accessories 2	M	849,016	66,289		68,278	70,326	72,436	74,609	76,847	79,153	81,527	83,973	86,492	89,087
553-009-011-610-044-071 HRSG/Stack	M	901,349	70,375		72,486	74,661	76,901	79,208	81,584	84,031	86,552	89,149	91,823	94,578
553-009-011-610-070-071 HRSG/Stack 2	M	1,030,362	80,448		82,861	85,347	87,908	90,545	93,261	96,059	98,941	101,909	104,966	108,115
553-009-012-610-044-071 STG and Accessories	M	523,365	40,863		42,089	43,352	44,652	45,992	47,371	48,793	50,256	51,764	53,317	54,916
553-009-012-610-070-071 STG and Accessories 2	M	288,496	22,525		23,201	23,897	24,614	25,352	26,113	26,896	27,703	28,534	29,390	30,272
553-009-013-610-044-071 Water Treatment	M	814,115	63,564		65,471	67,435	69,458	71,542	73,688	75,899	78,176	80,521	82,937	85,425
553-009-013-610-070-071 Water Treatment 2	M	618,219	48,269		49,717	51,209	52,745	54,327	55,957	57,636	59,365	61,146	62,980	64,869
553-009-014-610-044-071 Balance of Plant	M	616,401	48,127		49,571	51,058	52,590	54,167	55,792	57,466	59,190	60,966	62,795	64,679
553-009-014-610-070-071 Balance of Plant 2	M	1,426,020	111,340		114,680	118,121	121,664	125,314	129,074	132,946	136,934	141,042	145,273	149,632
553-009-015-610-044-072 Network/Communication	M	58,147	4,540		4,676	4,816	4,961	5,110	5,263	5,421	5,584	5,751	5,924	6,101
553-009-015-610-070-072 Network/Communication	M	124,927	9,754		10,047	10,348	10,658	10,978	11,308	11,647	11,996	12,356	12,727	13,109
553-009-015-610-044-073 Electrical/Control	M	1,046,717	81,725		84,177	86,702	89,303	91,982	94,742	97,584	100,511	103,527	106,633	109,832
553-009-015-610-070-073 Electrical/Control 2	M	370,927	28,961		29,830	30,725	31,646	32,596	33,574	34,581	35,618	36,687	37,788	38,921
553-009-016-610-044-071 Buildings and Grounds	M	523,365	40,863		42,089	43,352	44,652	45,992	47,371	48,793	50,256	51,764	53,317	54,916
553-009-016-610-070-071 Buildings and Grounds 2	M	206,077	16,090		16,573	17,070	17,582	18,109	18,653	19,212	19,789	20,382	20,994	21,624
Total O&M Projects Funding Requirement		\$ 12,431,294	\$ 917,433	\$ 1,060,956	\$ 1,338,305	\$ 1,002,504	\$ 1,032,579	\$ 1,263,556	\$ 1,095,463	\$ 1,128,327	\$ 1,162,177	\$ 1,197,042	\$ 1,232,953	
Capital														
Platforms (20)	D	\$ 450,000	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DCS Software Upgrades	D	450,000	-	-	-	-	450,000	-	-	-	-	-	-	-
DCS Hardware Updates	D	250,000	-	-	-	250,000	-	-	-	-	-	-	-	-
Clarifier Tank Refurbishment	M	400,000	-	-	-	-	-	-	400,000	-	-	-	-	-
Cooling Tower OH	D	500,000	-	-	-	-	-	-	-	-	500,000	-	-	-
Air Filter Puffer System	D	500,000	-	-	-	500,000	-	-	-	-	-	-	-	-
BOP PLC Upgrades	D	125,000	-	-	125,000	-	-	-	-	-	-	-	-	-
GSU Transformer	D	2,915,858	2,915,858											
Vehicles (5% Share)	D	35,750	3,250	6,500	6,500	6,500	6,500	6,500						
Unidentified Capital Project	D	2,000,000	-	500,000	-	-	500,000	-	500,000	-	500,000	500,000	-	-
Total Capital Projects Funding Requirement		\$ 7,626,608	\$ 2,919,108	\$ 6,500	\$ 1,081,500	\$ 756,500	\$ 456,500	\$ 506,500	\$ 400,000	\$ 500,000	\$ 1,000,000	\$ -	\$ -	\$ -

Notes:

- D Discretionary
- M Mandatory

**Northern California Power Agency
Maintenance Reserves - Lodi Energy Center
Budget FY 2021**

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

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

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

Funding/(Expenditures)	Fiscal Year Activity										
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
LEC:											
Beginning Reserve Balance	\$ 3,230,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Reserve Expenditures -											
Combustion Turbine (Overhaul)	(1,225,000)	(100,000)	(1,759,760)	-	-	-	(90,000)	-	-	(50,000)	(2,843,188)
Steam Turbine	-	-	(740,000)	-	-	(20,000)	-	-	-	-	(125,000)
Generators	-	-	-	-	(70,000)	-	-	-	-	-	-
Plant Projects	(640,000)	(2,320,000)	(950,000)	(1,255,000)	(1,675,000)	(440,000)	(500,000)	(1,610,000)	(671,371)	(620,000)	(1,505,031)
HRSG	(90,000)	(300,000)	(215,000)	(450,000)	(40,000)	(1,200,000)	(540,000)	(175,000)	(40,000)	(300,000)	(40,000)
Total Projected Expenditures	(1,955,000)	(2,720,000)	(3,664,760)	(1,705,000)	(1,785,000)	(1,660,000)	(1,130,000)	(1,785,000)	(711,371)	(970,000)	(4,513,219)
Projected Reserve Funding -											
Maintenance Contingency	-	-	-	-	-	-	-	-	-	-	-
Unit Overhaul	890,000	1,598,084	1,629,088	1,660,835	1,693,346	1,733,986	1,775,602	1,818,216	1,861,853	1,906,538	1,952,295
Plant Projects	606,174	240,248	246,014	251,919	257,965	264,156	270,496	276,988	283,635	290,442	297,413
Total Projected Funding	1,496,174	1,838,332	1,875,102	1,912,754	1,951,310	1,998,142	2,046,097	2,095,204	2,145,488	2,196,980	2,249,708
Cumulative Balance	\$ 2,771,312	\$ 1,889,644	\$ 99,986	\$ 307,740	\$ 474,051	\$ 812,193	\$ 1,728,290	\$ 2,038,493	\$ 3,472,611	\$ 4,699,591	\$ 2,436,080

Lodi Energy Center Operations

Generation MWh

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	449	3,294	2,755	15,930	3,414	1,317	2,994	43,178	11,067	4,671	56,174	17,966	4,474	167,683
Aug-20	482	3,531	2,953	17,075	3,659	1,412	3,210	46,283	11,863	5,007	60,212	19,258	4,795	179,738
Sep-20	418	3,063	2,562	14,813	3,174	1,225	2,784	40,150	10,291	4,344	52,234	16,706	4,160	155,923
Oct-20	407	2,981	2,493	14,416	3,089	1,192	2,710	39,076	10,016	4,227	50,836	16,259	4,049	151,750
Nov-20	225	1,648	1,378	7,969	1,708	659	1,498	21,601	5,536	2,337	28,102	8,988	2,238	83,886
Dec-20	348	2,554	2,136	12,352	2,647	1,022	2,322	33,480	8,581	3,622	43,556	13,931	3,469	130,018
Jan-21	434	3,180	2,659	15,379	3,295	1,272	2,891	41,684	10,684	4,509	54,230	17,344	4,319	161,880
Feb-21	276	2,023	1,691	9,782	2,096	809	1,839	26,513	6,796	2,868	34,493	11,032	2,747	102,964
Mar-21	183	1,345	1,125	6,504	1,394	538	1,222	17,628	4,518	1,907	22,934	7,335	1,826	68,460
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	145	1,062	888	5,136	1,100	425	965	13,920	3,568	1,506	18,109	5,792	1,442	54,058
Jun-21	162	1,191	996	5,760	1,234	476	1,083	15,612	4,001	1,689	20,310	6,496	1,617	60,628
Totals	3,528	25,870	21,635	125,114	26,810	10,348	23,517	339,124	86,921	36,687	441,191	141,106	35,136	1,316,988

Fuel mmBTUs

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	3,083	22,608	18,908	109,340	23,430	9,043	20,552	296,368	75,962	32,062	385,566	123,316	30,706	1,150,944
Aug-20	3,302	24,207	20,245	117,075	25,087	9,683	22,006	317,334	81,336	34,330	412,842	132,039	32,878	1,232,364
Sep-20	2,886	21,162	17,699	102,347	21,931	8,465	19,238	277,414	71,104	30,011	360,908	115,429	28,742	1,077,336
Oct-20	2,788	20,441	17,096	98,861	21,185	8,176	18,583	267,966	68,683	28,989	348,616	111,498	27,763	1,040,646
Nov-20	1,620	11,879	9,934	57,449	12,310	4,751	10,799	155,717	39,912	16,846	202,583	64,792	16,134	604,724
Dec-20	2,389	17,517	14,650	84,719	18,154	7,007	15,925	229,634	58,858	24,842	298,747	95,548	23,792	891,781
Jan-21	3,002	22,009	18,407	106,443	22,809	8,804	20,008	288,518	73,950	31,213	375,353	120,049	29,893	1,120,457
Feb-21	1,952	14,309	11,967	69,204	14,829	5,724	13,008	187,579	48,079	20,293	244,035	78,050	19,435	728,461
Mar-21	1,368	10,030	8,389	48,510	10,395	4,012	9,118	131,489	33,702	14,225	171,063	54,711	13,623	510,635
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	1,088	7,979	6,673	38,588	8,269	3,192	7,253	104,594	26,809	11,315	136,074	43,521	10,837	406,192
Jun-21	1,206	8,840	7,393	42,754	9,162	3,536	8,036	115,885	29,703	12,537	150,763	48,219	12,007	450,039
Totals	24,683	180,982	151,361	875,290	187,561	72,391	164,527	2,372,497	608,096	256,663	3,086,549	987,171	245,809	9,213,579

Lodi Energy Center Operations

CO2 Metric Tons

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	166	1,218	1,019	5,893	1,263	487	1,108	15,972	4,094	1,728	20,779	6,646	1,655	62,026
Aug-20	178	1,306	1,092	6,316	1,354	522	1,187	17,120	4,388	1,852	22,273	7,123	1,774	66,485
Sep-20	155	1,133	948	5,479	1,174	453	1,030	14,852	3,807	1,607	19,322	6,180	1,539	57,676
Oct-20	150	1,103	922	5,333	1,143	441	1,002	14,454	3,705	1,564	18,804	6,014	1,498	56,132
Nov-20	83	610	510	2,948	632	244	554	7,990	2,048	864	10,395	3,325	828	31,029
Dec-20	129	945	790	4,569	979	378	859	12,384	3,174	1,340	16,111	5,153	1,283	48,094
Jan-21	160	1,176	984	5,689	1,219	470	1,069	15,419	3,952	1,668	20,060	6,416	1,598	59,879
Feb-21	102	748	626	3,618	775	299	680	9,807	2,514	1,061	12,759	4,081	1,016	38,087
Mar-21	68	497	416	2,406	516	199	452	6,521	1,671	705	8,483	2,713	676	25,323
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	54	393	329	1,900	407	157	357	5,149	1,320	557	6,699	2,142	534	19,996
Jun-21	60	441	368	2,131	457	176	401	5,775	1,480	625	7,513	2,403	598	22,426
Totals	1,305	9,569	8,003	46,280	9,917	3,828	8,699	125,442	32,152	13,571	163,197	52,195	12,997	487,154

CAISO Energy Sale Revenue \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	20,693	151,724	126,891	733,789	157,239	60,688	137,929	1,988,954	509,790	215,170	2,587,571	827,582	206,071	7,724,093
Aug-20	22,022	161,470	135,042	780,921	167,339	64,586	146,788	2,116,707	542,534	228,991	2,753,774	880,739	219,307	8,220,219
Sep-20	16,910	123,988	103,695	599,649	128,495	49,594	112,715	1,625,363	416,598	175,836	2,114,550	676,296	168,400	6,312,091
Oct-20	14,797	108,497	90,739	524,725	112,440	43,398	98,632	1,422,281	364,546	153,866	1,850,347	591,796	147,359	5,523,423
Nov-20	9,243	67,774	56,681	327,777	70,237	27,109	61,612	888,449	227,719	96,115	1,155,846	369,674	92,050	3,450,286
Dec-20	13,827	101,383	84,789	490,320	105,068	40,552	92,165	1,329,025	340,643	143,777	1,729,023	552,993	137,697	5,161,262
Jan-21	17,425	127,761	106,851	617,896	132,405	51,103	116,145	1,674,824	429,275	181,187	2,178,898	696,877	173,525	6,504,172
Feb-21	11,591	84,990	71,079	411,038	88,079	33,995	77,262	1,114,130	285,563	120,529	1,449,451	463,578	115,433	4,326,718
Mar-21	8,191	60,060	50,230	290,472	62,243	24,024	54,599	787,331	201,801	85,175	1,024,295	327,600	81,574	3,057,596
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	6,901	50,603	42,321	244,732	52,442	20,241	46,002	663,353	170,024	71,763	863,003	276,014	68,729	2,576,128
Jun-21	7,325	53,709	44,918	259,755	55,661	21,483	48,826	704,073	180,461	76,168	915,978	292,957	72,947	2,734,263
Totals	148,926	1,091,959	913,237	5,281,074	1,131,651	436,773	992,675	14,314,490	3,668,957	1,548,578	18,622,734	5,956,106	1,483,092	55,590,251

Lodi Energy Center Operations

A/S Revenue \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	408	2,990	2,501	14,462	3,099	1,196	2,718	39,200	10,047	4,241	50,998	16,311	4,061	152,234
Aug-20	435	3,188	2,666	15,418	3,304	1,275	2,898	41,790	10,711	4,521	54,367	17,388	4,330	162,290
Sep-20	280	2,054	1,718	9,935	2,129	822	1,867	26,928	6,902	2,913	35,032	11,204	2,790	104,574
Oct-20	383	2,809	2,350	13,587	2,912	1,124	2,554	36,829	9,440	3,984	47,914	15,324	3,816	143,026
Nov-20	194	1,424	1,191	6,886	1,476	569	1,294	18,664	4,784	2,019	24,282	7,766	1,934	72,482
Dec-20	427	3,134	2,621	15,155	3,247	1,253	2,849	41,078	10,529	4,444	53,441	17,092	4,256	159,526
Jan-21	596	4,368	3,653	21,123	4,526	1,747	3,970	57,255	14,675	6,194	74,487	23,823	5,932	222,351
Feb-21	338	2,479	2,074	11,992	2,570	992	2,254	32,503	8,331	3,516	42,286	13,524	3,368	126,226
Mar-21	590	4,325	3,617	20,916	4,482	1,730	3,931	56,692	14,531	6,133	73,755	23,589	5,874	220,163
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	782	5,733	4,795	27,728	5,942	2,293	5,212	75,157	19,263	8,131	97,776	31,272	7,787	291,870
Jun-21	153	1,124	940	5,438	1,165	450	1,022	14,740	3,778	1,595	19,177	6,133	1,527	57,243
Totals	4,586	33,629	28,124	162,639	34,851	13,451	30,571	440,836	112,991	47,691	573,515	183,427	45,674	1,711,986

Third Party Revenue / GHG Allowances Value

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	2,911	21,344	17,850	103,226	22,120	8,537	19,403	279,796	71,715	30,269	364,006	116,420	0	1,057,597
Aug-20	3,120	22,878	19,134	110,647	23,710	9,151	20,798	299,911	76,870	32,445	390,175	124,790	0	1,133,629
Sep-20	2,707	19,847	16,599	95,986	20,568	7,939	18,042	260,173	66,685	28,146	338,478	108,255	0	983,425
Oct-20	2,634	19,316	16,154	93,417	20,018	7,726	17,560	253,210	64,900	27,393	329,419	105,358	0	957,105
Nov-20	1,456	10,678	8,930	51,640	11,066	4,271	9,707	139,972	35,876	15,143	182,100	58,241	0	529,079
Dec-20	2,257	16,550	13,841	80,039	17,151	6,620	15,045	216,948	55,606	23,470	282,243	90,270	0	820,039
Jan-21	2,966	21,750	18,190	105,190	22,540	8,700	19,772	285,119	73,079	30,845	370,932	118,635	0	1,077,719
Feb-21	1,887	13,834	11,570	66,906	14,337	5,533	12,576	181,351	46,482	19,619	235,932	75,458	0	685,484
Mar-21	1,254	9,198	7,693	44,485	9,533	3,679	8,362	120,579	30,906	13,045	156,869	50,171	0	455,774
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	991	7,263	6,074	35,127	7,527	2,905	6,603	95,212	24,404	10,300	123,869	39,617	0	359,892
Jun-21	1,111	8,146	6,813	39,396	8,442	3,258	7,405	106,784	27,370	11,552	138,923	44,432	0	403,632
Totals	23,295	170,803	142,847	826,059	177,011	68,319	155,273	2,239,055	573,894	242,227	2,912,945	931,647	0	8,463,375

Lodi Energy Center Operations

Emissions Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	2,911	21,344	17,850	103,226	22,120	8,537	19,403	279,796	71,715	30,269	364,006	116,420	28,989	1,086,586
Aug-20	3,120	22,878	19,134	110,647	23,710	9,151	20,798	299,911	76,870	32,445	390,175	124,790	31,073	1,164,702
Sep-20	2,707	19,847	16,599	95,986	20,568	7,939	18,042	260,173	66,685	28,146	338,478	108,255	26,956	1,010,381
Oct-20	2,634	19,316	16,154	93,417	20,018	7,726	17,560	253,210	64,900	27,393	329,419	105,358	26,235	983,340
Nov-20	1,456	10,678	8,930	51,640	11,066	4,271	9,707	139,972	35,876	15,143	182,100	58,241	14,502	543,581
Dec-20	2,257	16,550	13,841	80,039	17,151	6,620	15,045	216,948	55,606	23,470	282,243	90,270	22,478	842,517
Jan-21	2,966	21,750	18,190	105,190	22,540	8,700	19,772	285,119	73,079	30,845	370,932	118,635	29,541	1,107,259
Feb-21	1,887	13,834	11,570	66,906	14,337	5,533	12,576	181,351	46,482	19,619	235,932	75,458	18,789	704,274
Mar-21	1,254	9,198	7,693	44,485	9,533	3,679	8,362	120,579	30,906	13,045	156,869	50,171	12,493	468,266
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	991	7,263	6,074	35,127	7,527	2,905	6,603	95,212	24,404	10,300	123,869	39,617	9,865	369,757
Jun-21	1,111	8,146	6,813	39,396	8,442	3,258	7,405	106,784	27,370	11,552	138,923	44,432	11,064	414,696
Totals	23,295	170,803	142,847	826,059	177,011	68,319	155,273	2,239,055	573,894	242,227	2,912,945	931,647	231,983	8,695,359

Fuel Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	9,188	67,368	56,342	325,812	69,816	26,946	61,242	883,123	226,354	95,539	1,148,918	367,458	91,498	3,429,605
Aug-20	9,979	73,170	61,194	353,875	75,830	29,267	66,517	959,188	245,850	103,767	1,247,875	399,108	99,379	3,725,001
Sep-20	8,699	63,783	53,343	308,474	66,101	25,512	57,983	836,127	214,308	90,454	1,087,777	347,903	86,629	3,247,095
Oct-20	7,990	58,587	48,998	283,347	60,717	23,434	53,260	768,021	196,852	83,086	999,172	319,565	79,573	2,982,604
Nov-20	5,480	40,177	33,601	194,310	41,638	16,070	36,524	526,683	134,995	56,978	685,199	219,147	54,568	2,045,371
Dec-20	7,862	57,643	48,209	278,782	59,739	23,057	52,402	755,647	193,680	81,748	983,075	314,417	78,291	2,934,553
Jan-21	10,255	75,195	62,887	363,665	77,928	30,077	68,358	985,725	252,652	106,638	1,282,399	410,150	102,129	3,828,058
Feb-21	6,768	49,623	41,501	239,995	51,427	19,849	45,111	650,512	166,733	70,374	846,298	270,671	67,398	2,526,262
Mar-21	5,010	36,733	30,721	177,653	38,068	14,693	33,393	481,533	123,422	52,093	626,461	200,361	49,891	1,870,032
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	3,664	26,869	22,471	129,946	27,845	10,747	24,426	352,222	90,278	38,104	458,230	146,556	36,493	1,367,852
Jun-21	3,973	29,132	24,364	140,894	30,191	11,653	26,484	381,897	97,884	41,315	496,837	158,903	39,568	1,483,096
Totals	78,869	578,281	483,633	2,796,755	599,300	231,306	525,702	7,580,678	1,943,009	820,097	9,862,242	3,154,239	785,417	29,439,528

Lodi Energy Center Operations

Gas Local Distribution Charge Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	985	7,224	6,042	34,940	7,487	2,890	6,568	94,704	24,274	10,245	123,208	39,406	9,812	367,784
Aug-20	1,029	7,547	6,312	36,499	7,821	3,019	6,861	98,931	25,357	10,703	128,706	41,164	10,250	384,198
Sep-20	946	6,933	5,798	33,530	7,185	2,773	6,303	90,883	23,294	9,832	118,237	37,816	9,416	352,945
Oct-20	926	6,788	5,677	32,827	7,034	2,715	6,170	88,979	22,806	9,626	115,759	37,023	9,219	345,548
Nov-20	690	5,061	4,233	24,478	5,245	2,024	4,601	66,349	17,006	7,178	86,318	27,607	6,874	257,666
Dec-20	845	6,198	5,184	29,976	6,423	2,479	5,635	81,251	20,825	8,790	105,705	33,808	8,418	315,537
Jan-21	982	7,201	6,022	34,825	7,463	2,880	6,546	94,395	24,194	10,212	122,805	39,277	9,780	366,583
Feb-21	770	5,648	4,724	27,318	5,854	2,259	5,135	74,046	18,979	8,010	96,332	30,810	7,672	287,557
Mar-21	653	4,786	4,003	23,146	4,960	1,914	4,351	62,738	16,080	6,787	81,620	26,105	6,500	243,643
Apr-21	377	2,764	2,311	13,366	2,864	1,105	2,512	36,230	9,286	3,919	47,134	15,075	3,754	140,699
May-21	596	4,372	3,657	21,146	4,531	1,749	3,975	57,316	14,691	6,201	74,567	23,849	5,938	222,587
Jun-21	620	4,546	3,802	21,986	4,711	1,818	4,133	59,592	15,274	6,447	77,528	24,796	6,174	231,427
Totals	9,420	69,068	57,764	334,037	71,579	27,627	62,788	905,415	232,068	97,950	1,177,919	376,734	93,808	3,516,175

CAISO Energy Purchase Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	1,047	7,674	6,418	37,113	7,953	3,069	6,976	100,595	25,784	10,883	130,871	41,856	10,422	390,660
Aug-20	1,378	10,102	8,448	48,855	10,469	4,041	9,183	132,423	33,941	14,326	172,278	55,100	13,720	514,263
Sep-20	917	6,723	5,623	32,515	6,967	2,689	6,112	88,133	22,589	9,535	114,659	36,671	9,131	342,265
Oct-20	936	6,863	5,740	33,192	7,112	2,745	6,239	89,967	23,060	9,733	117,045	37,434	9,321	349,387
Nov-20	445	3,264	2,729	15,783	3,382	1,305	2,967	42,781	10,965	4,628	55,657	17,801	4,432	166,142
Dec-20	350	2,569	2,149	12,426	2,663	1,028	2,336	33,680	8,633	3,644	43,816	14,014	3,489	130,795
Jan-21	709	5,197	4,347	25,136	5,386	2,079	4,725	68,133	17,463	7,371	88,639	28,349	7,059	264,593
Feb-21	627	4,598	3,846	22,238	4,765	1,839	4,180	60,278	15,450	6,521	78,420	25,081	6,245	234,089
Mar-21	459	3,369	2,817	16,292	3,491	1,347	3,062	44,161	11,319	4,777	57,452	18,375	4,575	171,498
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	486	3,565	2,982	17,242	3,695	1,426	3,241	46,735	11,979	5,056	60,801	19,446	4,842	181,497
Jun-21	816	5,983	5,003	28,933	6,200	2,393	5,439	78,425	20,101	8,484	102,028	32,632	8,125	304,563
Totals	8,170	59,906	50,101	289,726	62,084	23,962	54,459	785,311	201,284	84,957	1,021,666	326,759	81,364	3,049,750

Lodi Energy Center Operations

A/S Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	19	139	116	670	144	55	126	1,817	466	197	2,363	756	188	7,054
Aug-20	20	150	125	723	155	60	136	1,960	502	212	2,550	816	203	7,612
Sep-20	33	245	204	1,182	253	98	222	3,205	822	347	4,170	1,334	332	12,447
Oct-20	142	1,041	870	5,033	1,078	416	946	13,641	3,496	1,476	17,746	5,676	1,413	52,974
Nov-20	42	304	255	1,472	315	122	277	3,989	1,022	432	5,190	1,660	413	15,492
Dec-20	12	91	76	441	94	36	83	1,194	306	129	1,554	497	124	4,638
Jan-21	15	112	94	543	116	45	102	1,471	377	159	1,913	612	152	5,711
Feb-21	50	367	307	1,774	380	147	333	4,808	1,232	520	6,255	2,001	498	18,673
Mar-21	9	67	56	325	70	27	61	882	226	95	1,148	367	91	3,426
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	160	1,175	983	5,684	1,218	470	1,068	15,406	3,949	1,667	20,043	6,410	1,596	59,829
Jun-21	9	65	54	312	67	26	58	846	217	91	1,101	352	87	3,286
Totals	512	3,755	3,140	18,159	3,891	1,502	3,413	49,219	12,615	5,324	64,032	20,479	5,099	191,141

Grid Management Charge Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	198	1,453	1,215	7,028	1,506	581	1,321	19,050	4,883	2,061	24,784	7,927	1,974	73,982
Aug-20	212	1,558	1,303	7,534	1,614	623	1,416	20,420	5,234	2,209	26,566	8,496	2,116	79,300
Sep-20	184	1,351	1,130	6,535	1,400	541	1,228	17,714	4,540	1,916	23,046	7,371	1,835	68,793
Oct-20	179	1,315	1,100	6,360	1,363	526	1,196	17,240	4,419	1,865	22,429	7,173	1,786	66,952
Nov-20	99	727	608	3,516	753	291	661	9,530	2,443	1,031	12,399	3,965	987	37,011
Dec-20	154	1,127	942	5,450	1,168	451	1,024	14,771	3,786	1,598	19,217	6,146	1,530	57,364
Jan-21	191	1,403	1,173	6,785	1,454	561	1,275	18,391	4,714	1,990	23,926	7,652	1,905	71,421
Feb-21	122	892	746	4,316	925	357	811	11,698	2,998	1,265	15,218	4,867	1,212	45,428
Mar-21	81	593	496	2,869	615	237	539	7,778	1,994	841	10,119	3,236	806	30,205
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	64	470	393	2,273	487	188	427	6,161	1,579	667	8,015	2,564	638	23,926
Jun-21	72	525	439	2,541	545	210	478	6,888	1,765	745	8,961	2,866	714	26,749
Totals	1,557	11,415	9,547	55,207	11,830	4,566	10,377	149,641	38,355	16,189	194,679	62,264	15,504	581,131

Lodi Energy Center Operations

CAISO Other Charges Costs \$

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	SNCL	BART	AZUSA	CDWR	MID	PWRPA	TOTAL
Jul-20	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Aug-20	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Sep-20	10	77	64	370	79	31	70	1,004	257	109	1,306	418	104	3,898
Oct-20	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Nov-20	6	41	34	199	43	16	37	540	138	58	703	225	56	2,097
Dec-20	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Jan-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Feb-21	7	51	42	245	52	20	46	663	170	72	862	276	69	2,574
Mar-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Apr-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
May-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Jun-21	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Totals	23	168	141	814	174	67	153	2,207	566	239	2,871	918	229	8,569

Northern California Power Agency
Shared Facilities - Gas Plants
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Shared Costs						
Fixed O&M	\$261,500	\$247,324	\$279,525	\$109,487	\$294,276	\$14,751
Administration	247,184	124,244	253,350	101,704	254,750	1,400
Mandatory	40,000	54,213	40,000	29,573	40,000	0
Shared Costs without Labor	\$548,684	\$425,781	\$572,875	\$240,764	\$589,026	\$16,151
Summary of Costs by Subprograms per PMOA Schedule 4.00						
Anhydrous Ammonia System (Alloc 1)	9,000	4,589	10,000	0	10,000	0
Administration/Warehouse Building (Alloc 2)	448,184	331,760	471,875	212,894	476,522	4,647
230 Kv Switchyard Common Equip (Alloc 4)	45,000	29,172	45,000	10,210	45,000	0
Tooling and Special Equipment (Alloc 5)	7,500	16,769	7,000	6,054	16,504	9,504
Cooling Tower/Closed Cooling Water/Injection Wells System (Alloc 6)						0
Vehicle Usage (Alloc 7)	39,000	43,489	39,000	11,606	41,000	2,000
	\$548,684	\$425,779	\$572,875	\$240,764	\$589,026	\$16,151
Liquidation to Plants						
CT 1						
O&M & Inventory	\$55,320	\$59,549	\$57,363	\$20,966	\$60,693	\$3,330
Administration	29,662	14,909	30,402	12,205	30,570	168
Mandatory	4,800	6,506	4,800	3,549	4,800	0
	89,782	80,964	92,565	36,720	96,063	3,498
CT 2						
O&M & Inventory	40,450	37,896	43,666	17,906	46,061	2,395
Administration	44,493	22,364	45,603	18,307	45,855	252
Mandatory	7,200	9,758	7,200	5,323	7,200	0
	92,143	70,018	96,469	41,536	99,116	2,647
LEC						
O&M & Inventory	165,730	149,879	178,496	70,614	187,522	9,026
Administration	173,029	86,971	177,345	71,193	178,325	980
Mandatory	28,000	37,949	28,000	20,701	28,000	0
	366,759	274,799	383,841	162,508	393,847	10,006
	\$548,684	\$425,781	\$572,875	\$240,764	\$589,026	\$16,151

Northern California Power Agency
Shared Facilities - Gas Plants
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Fixed O&M Costs						
Services -						
Legal Services (Alloc 2)	10,000	0	11,000	0	10,000	(1,000)
Tools/Shop/Warehouse (Alloc 2)	3,000	7,223	5,000	2,425	7,000	2,000
Buildings and Grounds (Alloc 2)	24,000	4,657	22,000	9,226	22,000	0
Ammonia System (Alloc 1)	9,000	4,589	9,000	0	9,000	0
Switchyard (Alloc 4)	12,000	8,158	12,000	10,109	12,000	0
Overall Facility Expense (Alloc 2)	0	7,980	1,025	0	0	(1,025)
Network/Communication (Alloc 5)	0	16,724	0	6,000	9,504	9,504
Balance of Plant (Alloc 2)	5,000	0	12,000	0	12,000	0
Electric/Control (Alloc 2)	0	0	3,000	0	3,000	0
Vehicle (Alloc 7)	12,000	19,812	12,000	3,066	14,000	2,000
	75,000	69,143	87,025	30,826	98,504	11,479
Materials & Supplies -						
Buildings and Grounds (Alloc 2)	20,000	1,583	20,000	3,612	15,000	(5,000)
Overall Facility Expense (Alloc 2)	10,000	10,255	14,500	12,825	13,000	(1,500)
Ammonia System (Alloc 1)	0	0	1,000	0	1,000	0
Switchyard (Alloc 4)	5,000	5,829	5,000	101	5,000	0
Network/Communication (Alloc 5)	7,500	45	7,000	54	7,000	0
Balance of Plant (Alloc 2)	0	0	5,000	4,073	5,000	0
Tools/Shop/Warehouse Equipment (Alloc 2)	35,000	59,110	35,000	22,469	40,000	5,000
Electric/Control (Alloc 2)	0	16,882	2,000	7,905	5,480	3,480
Vehicle (Alloc 7)	27,000	23,677	27,000	8,540	27,000	0
	104,500	117,381	116,500	59,579	118,480	1,980
Other Costs -						
Telephone & Dedicated Comm. (Alloc 2)	3,000	0	3,000	0	3,000	0
Maintenance Connection (Alloc 4)	28,000	15,185	28,000	0	28,000	0
Aux Power and Utilities (Alloc 2)	35,000	41,518	35,000	19,082	35,000	0
Equipment Rentals (Alloc 2)	16,000	4,096	10,000	0	11,292	1,292
	82,000	60,800	76,000	19,082	77,292	1,292
	\$261,500	\$247,324	\$279,525	\$109,487	\$294,276	\$14,751

Northern California Power Agency
Shared Facilities - Gas Plants
Annual Operating Cost Summary Report

	FY 2019 Budget	FY 2019 Actual	FY 2020 Budget	FY 2020 Actual Through December, 2019	Proposed FY 2021 Budget	Budget Increase/ (Decrease)
Administration Expense						
Services -						
Office Equipment (Alloc 2)	5,417	916	5,300	0	5,300	0
General Office (Alloc 2)	2,555	931	2,400	503	2,400	0
Janitorial Services (Alloc 2)	10,220	11,598	11,000	10,858	11,000	0
	18,192	13,445	18,700	11,361	18,700	0
Other Costs -						
Travel (Alloc 2)	25,000	11,385	25,000	8,182	25,000	0
Staff Development (Alloc 2)	52,904	9,706	53,000	10,932	53,000	0
Meals & Per Diems (Alloc 2)	511	1,062	550	1,006	550	0
Safety Incentive Program (Alloc 2)	1,500	0	1,500	0	1,500	0
Community Relations (Alloc 2)	1,022	0	1,000	0	1,000	0
Janitorial Supplies & Misc Expenses (Alloc 2)	35,000	17,977	35,000	1,036	35,000	0
Office Equipment (Alloc 2)	55,000	37,163	55,000	39,157	55,000	0
General Office Supplies (Alloc 2)	40,000	20,737	40,000	9,597	40,000	0
Computer (software,hardware,network,...) (Alloc 2)	10,000	0	10,000	0	10,000	0
Awards/Functions/Meetings (Alloc 2)	5,500	8,312	11,000	3,022	11,000	0
Publications (Alloc 2)	2,555	4,457	2,600	17,411	4,000	1,400
	228,992	110,799	234,650	90,343	236,050	1,400
	\$247,184	\$124,244	\$253,350	\$101,704	\$254,750	\$1,400
Mandatory Costs						
Services -						
Safety Services (Alloc 2)	0	22,489	0	9,716	0	0
	0	22,489	0	9,716	0	0
Other Costs -						
Permit Fees (Alloc 2)	0	0	0	33	0	0
Environmental Supplies (Alloc 2)	0	457	0	3,722	0	0
Safety Supplies & Equipment (Alloc 2)	40,000	31,266	40,000	16,102	40,000	0
	40,000	31,724	40,000	19,857	40,000	0
	40,000	54,213	40,000	29,573	40,000	0

Northern California Power Agency
Generation Services - Shared
Comparative Annual Budget Report

	FY 2019 Actual	FY 2019 Budget	FY 2020 Budget	Proposed FY 2021 Budget	Increase/ (Decrease)
Routine O&M Costs					
Operations	\$ 84,979	\$ 90,000	\$ 76,401	\$ 76,401	\$ -
Administration	60,595	54,000	50,500	50,937	437
Routine O&M w/o Labor	145,574	144,000	126,901	127,338	437
Labor	1,146,388	1,323,528	1,227,032	1,307,647	80,615
Total Routine O&M Costs	1,291,962	1,467,528	1,353,933	1,434,985	81,052
Occupancy Cost	61,635	63,178	63,249	61,230	(2,019)
Annual Budget Cost	\$ 1,353,597	\$ 1,530,706	1,417,182	1,496,215	79,033
Less Funding					
Generation Services Shared - Liquidation	(1,353,597)	(1,530,706)	(1,417,182)	(1,496,215)	(79,033)
	\$ -	\$ -	\$ -	\$ -	\$ -

	Person Years FY 21	Allocation FY 21 %
Allocated		
Hydro	19.41	22.1%
CT 1	4.44	5.1%
CT 2	3.27	3.7%
LEC	20.78	23.6%
Geo	40.00	45.5%
	87.90	100.0%

Allocation based on FTE person years.

349,007	\$ 487,532	\$ 313,621	\$ 330,393	\$ 16,772
40,180	80,734	72,601	75,577	2,976
58,987	75,786	53,469	55,661	2,192
451,379	510,711	339,784	353,713	13,929
823,041	994,857	637,707	680,871	43,164
\$ 1,722,594	\$ 2,149,621	\$ 1,417,182	\$ 1,496,215	\$ 79,033

Calculation of JPA Assessment for Fiscal Year 2021 Budget

JPA Assessment Amount \$ / MWh			\$0.150	Participant Revenue Share
Member	CY19 Energy Delivered MWh	Share %	JPA Assessment	
Alameda	356,595	4.0707%	\$53,488	\$3,860
BART	405,263	4.6262%	60,788	4,387
Biggs	16,107	0.1839%	2,416	174
Gridley	34,656	0.3956%	5,198	375
Healdsburg	78,893	0.9006%	11,834	854
Lodi	427,225	4.8770%	64,082	4,625
Lompoc	134,737	1.5381%	20,210	1,459
Palo Alto	908,852	10.3749%	136,323	9,839
Plumas Sierra	148,747	1.6980%	22,311	1,610
Port Of Oakland	113,814	1.2992%	17,071	1,232
Redding	748,908	8.5491%	112,333	8,107
Roseville	1,182,626	13.5002%	177,388	12,803
Santa Clara	3,729,335	42.5719%	559,382	40,373
Shasta Lake	200,716	2.2913%	30,106	2,173
Truckee Donner	160,683	1.8343%	24,102	1,739
Ukiah	112,931	1.2892%	16,939	1,223
Subtotal NCPA Participants	8,760,087	100.0000%	1,313,970	\$94,834
Other participants:				
TID ¹	655,799		6,227	
Other LEC Participants:				
City of Azusa ²	n/a		4,970	
CDWR ²	n/a		59,763	
MID ²	n/a		19,114	
PWRPA ²	n/a		4,759	
Subtotal Other LEC participants			88,606	
Subtotal Other participants	-		94,834	
Total NCPA and Other			\$1,408,804	

¹ CY2019 MWh share of Geothermal generation (\$0.150 x 6.3305% x 655,799 MWh)

² Per LEC Project Management and Operations Agreement, Article 6.2.1.b

JPA Cost rate x GES x Annual CY Mwh Generation

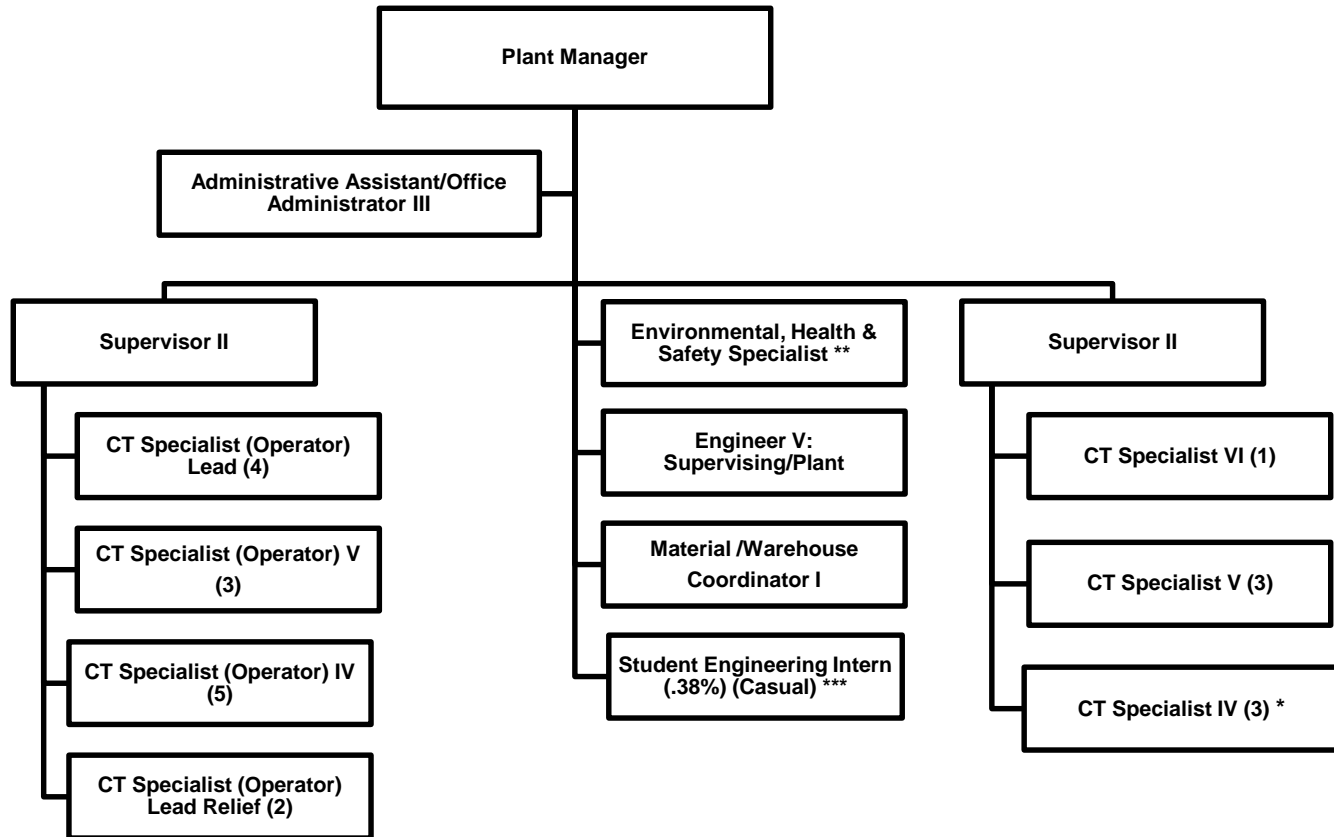
Azusa \$0.150 x 2.7857% x 1,189,318

CDWR \$0.150 x 33.5000% x 1,189,318

MID \$0.150 x 10.7143% x 1,189,318

PWRPA \$0.150 x 2.6679% x 1,189,318

Combustion Turbine Facilities and LEC



* CT Specialist IV added FY 2019-2020

** Positions reclassified from Engineer III to Environmental Health and Safety Specialist FY 2018-2019

*** Position added FY 2016-2017

Northern California Power Agency
Labor Budget Worksheet FY 2020-2021
Generation Services
Org. 610 - Combustion Turbine and Lodi Energy Center Facilities (CT 1, CT 2 & LEC)

			CT 1			CT 2			LEC			
			Facility Mgmt &			Facility Mgmt &			Facility Mgmt &			
			Admin	Operations	Maintenance	Admin	Operations	Maintenance	Admin	Operations	Maintenance	
			546-010-000	548-010-000	553-010-000	546-006-000	548-006-000	553-006-000	546-009-000	548-009-000	553-009-000	
No.	Name	Position	610-010-000	610-010-000	610-010-000	610-010-000	610-010-000	610-010-000	610-010-000	610-010-000	610-010-000	TOTAL
1	DeBortoli, Michael	Manager, Plant	341			341			1,398			2,080
2	Conrad, Melissa	Administrative Assistant/Office Administrator III	341			341			1,398			2,080
3	Vacant	Engineer V: Supervising/Plant	341			341			1,398			2,080
4	Philpot, Melissa	Material/Warehouse Coordinator I	341			341			1,398			2,080
5	Santana, Rafael	Supervisor II, Plant	341			341			1,398			2,080
6	Fallon, Michael	Environmental, Health & Safety Specialist **	341			341			1,398			2,080
7	Sexton, Scott	Supervisor II, Plant	341			341			1,398			2,080
8	Aistrup, Scott	CT Specialist (Operator) V		172			182			1,726		2,080
9	Cottrell, Matthew	CT Specialist (Operator) Lead		172			182			1,726		2,080
10	Dempsey, Mark W.	CT Specialist (Operator) Lead		172			182			1,726		2,080
11	Hern, Jeffery	CT Specialist (Operator) Lead Relief		172			182			1,726		2,080
12	Johnson, Ryan	CT Specialist (Operator) Lead Relief		172			182			1,726		2,080
13	Marlatt, Kyle	CT Specialist (Operator) IV		172			182			1,726		2,080
14	Meyer, James	CT Specialist (Operator) IV		172			182			1,726		2,080
15	Pacheco, Jeffrey	CT Specialist (Operator) Lead		172			182			1,726		2,080
16	Pearson, Jerry	CT Specialist (Operator) IV		172			182			1,726		2,080
17	Perdue, Michael	CT Specialist (Operator) IV		172			182			1,726		2,080
18	Quitter, John	CT Specialist (Operator) V		172			182			1,726		2,080
19	Gomez, Jaime	CT Specialist (Operator) V		172			182			1,726		2,080
20	Stimac, Dennis	CT Specialist (Operator) IV		172			182			1,726		2,080
21	Wertz, James	CT Specialist (Operator) Lead		172			182			1,726		2,080
22	Eisenhower, Joshua	CT Specialist V			354			270			1,456	2,080
23	Martin, Joshua	CT Specialist IV			354			270			1,456	2,080
24	McCrea, Travis	CT Specialist V			354			270			1,456	2,080
25	Murphy, Eric	CT Specialist V			354			270			1,456	2,080
26	Pepiot, Rick L.	CT Specialist IV			354			270			1,456	2,080
27	Turner, Dylan	CT Specialist VI			354			270			1,456	2,080
28	Machado, John	CT Specialist IV *			2,080							2,080
29	Vacant	Student Engineering Intern (Casual)	131			131			538			800
Total Hours			2,518	2,408	4,204	2,518	2,548	1,620	10,324	24,164	8,736	59,040
Gomez, Jaime			1.21	1.16	2.02	1.21	1.23	0.78	4.96	11.62	4.20	28.38
Total in Person Years												
Marlatt, Kyle			\$ 311,120	\$ 325,063	\$ 537,274	\$ 311,120	\$ 343,962	\$ 211,946	\$ 1,275,536	\$ 3,261,973	\$ 1,142,936	\$ 7,720,930
Total Budget \$												

* Position added in FY 2019-2020
** Engineer III reclassified to Environmental Health and Safety Specialist FY 2018-2019

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

ICS-A 100.0%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 6,856,667	\$ 14,059,787	\$ (4,519,569)	\$	16,396,885
01-Jul-21	7,163,750	13,748,735	(4,519,569)		16,392,917
01-Jul-22	7,328,333	13,586,118	(4,519,569)		16,394,883
01-Jul-23	7,489,167	13,419,765	(4,519,569)		16,389,363
01-Jul-24	7,660,000	13,249,761	(4,519,569)		16,390,192
01-Jul-25	7,867,500	13,075,879	(4,519,569)		16,423,810
01-Jul-26	8,368,333	12,862,273	(4,501,795)		16,728,811
01-Jul-27	8,769,583	12,250,464	(4,287,662)		16,732,385
01-Jul-28	9,186,250	11,609,320	(4,063,262)		16,732,308
01-Jul-29	9,622,917	10,937,713	(3,828,200)		16,732,430
01-Jul-30	10,080,000	10,234,182	(3,581,964)		16,732,218
01-Jul-31	10,561,667	9,497,233	(3,324,031)		16,734,868
01-Jul-32	11,063,750	8,725,069	(3,053,774)		16,735,045
01-Jul-33	11,590,417	7,916,198	(2,770,669)		16,735,946
01-Jul-34	12,137,917	7,068,823	(2,474,088)		16,732,652
01-Jul-35	12,715,000	6,181,420	(2,163,497)		16,732,923
01-Jul-36	13,317,500	5,251,826	(1,838,139)		16,731,187
01-Jul-37	13,950,000	4,278,184	(1,497,364)		16,730,820
01-Jul-38	14,612,917	3,258,299	(1,140,405)		16,730,811
01-Jul-39	15,310,417	2,189,949	(766,482)		16,733,884
01-Jul-40	14,643,750	1,070,605	(374,712)		15,339,643
	<u>\$ 220,295,833</u>	<u>\$ 194,471,603</u>	<u>\$ (66,783,458)</u>	<u>\$</u>	<u>347,983,979</u>

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

ICS-A 4.9936%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 342,393	\$ 702,086	\$ (225,688)	\$	818,791
01-Jul-21	357,727	686,553	(225,688)		818,592
01-Jul-22	365,946	678,433	(225,688)		818,691
01-Jul-23	373,977	670,126	(225,688)		818,415
01-Jul-24	382,508	661,637	(225,688)		818,456
01-Jul-25	392,869	652,954	(225,688)		820,135
01-Jul-26	417,879	642,287	(224,800)		835,365
01-Jul-27	437,916	611,736	(214,108)		835,544
01-Jul-28	458,722	579,720	(202,902)		835,540
01-Jul-29	480,527	546,183	(191,164)		835,546
01-Jul-30	503,352	511,051	(178,868)		835,536
01-Jul-31	527,405	474,251	(165,988)		835,668
01-Jul-32	552,477	435,693	(152,492)		835,677
01-Jul-33	578,776	395,301	(138,355)		835,722
01-Jul-34	606,116	352,987	(123,545)		835,557
01-Jul-35	634,933	308,674	(108,036)		835,571
01-Jul-36	665,019	262,254	(91,789)		835,484
01-Jul-37	696,604	213,634	(74,772)		835,466
01-Jul-38	729,707	162,706	(56,947)		835,465
01-Jul-39	764,537	109,357	(38,275)		835,619
01-Jul-40	731,246	53,461	(18,712)		765,996
	<u>\$ 11,000,635</u>	<u>\$ 9,711,083</u>	<u>\$ (3,334,881)</u>	<u>\$</u>	<u>17,376,836</u>

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

ICS-A 11.8310%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 811,211	\$ 1,663,412	\$ (534,710)	\$	1,939,914
01-Jul-21	847,542	1,626,611	(534,710)		1,939,444
01-Jul-22	867,014	1,607,372	(534,710)		1,939,677
01-Jul-23	886,042	1,587,691	(534,710)		1,939,024
01-Jul-24	906,254	1,567,578	(534,710)		1,939,122
01-Jul-25	930,803	1,547,006	(534,710)		1,943,099
01-Jul-26	990,057	1,521,734	(532,607)		1,979,184
01-Jul-27	1,037,528	1,449,351	(507,273)		1,979,607
01-Jul-28	1,086,824	1,373,497	(480,724)		1,979,597
01-Jul-29	1,138,486	1,294,040	(452,914)		1,979,612
01-Jul-30	1,192,564	1,210,805	(423,782)		1,979,587
01-Jul-31	1,249,550	1,123,617	(393,266)		1,979,900
01-Jul-32	1,308,951	1,032,262	(361,292)		1,979,921
01-Jul-33	1,371,261	936,565	(327,798)		1,980,028
01-Jul-34	1,436,036	836,312	(292,709)		1,979,638
01-Jul-35	1,504,310	731,323	(255,963)		1,979,670
01-Jul-36	1,575,592	621,343	(217,470)		1,979,465
01-Jul-37	1,650,423	506,151	(177,153)		1,979,421
01-Jul-38	1,728,853	385,489	(134,921)		1,979,420
01-Jul-39	1,811,374	259,093	(90,682)		1,979,784
01-Jul-40	1,732,500	126,663	(44,332)		1,814,831
	<u>\$ 26,063,176</u>	<u>\$ 23,007,914</u>	<u>\$ (7,901,144)</u>	<u>\$</u>	<u>41,169,946</u>

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

ICS-A 0.4802%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 32,928	\$ 67,519	\$ (21,704)	\$	78,743
01-Jul-21	34,403	66,026	(21,704)		78,724
01-Jul-22	35,193	65,245	(21,704)		78,733
01-Jul-23	35,965	64,446	(21,704)		78,707
01-Jul-24	36,786	63,629	(21,704)		78,711
01-Jul-25	37,782	62,794	(21,704)		78,872
01-Jul-26	40,187	61,769	(21,619)		80,337
01-Jul-27	42,114	58,830	(20,591)		80,354
01-Jul-28	44,115	55,752	(19,513)		80,354
01-Jul-29	46,212	52,526	(18,384)		80,354
01-Jul-30	48,407	49,148	(17,202)		80,353
01-Jul-31	50,720	45,609	(15,963)		80,366
01-Jul-32	53,132	41,900	(14,665)		80,367
01-Jul-33	55,661	38,016	(13,306)		80,371
01-Jul-34	58,290	33,947	(11,881)		80,355
01-Jul-35	61,061	29,685	(10,390)		80,357
01-Jul-36	63,955	25,221	(8,827)		80,348
01-Jul-37	66,992	20,545	(7,191)		80,347
01-Jul-38	70,176	15,647	(5,477)		80,346
01-Jul-39	73,525	10,517	(3,681)		80,361
01-Jul-40	70,324	5,141	(1,799)		73,666
	<u>\$ 1,057,928</u>	<u>\$ 933,912</u>	<u>\$ (320,715)</u>	<u>\$</u>	<u>1,671,126</u>

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

ICS-A

3.5212%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 241,434	\$ 495,067	\$ (159,141)	\$	577,359
01-Jul-21	252,247	484,114	(159,141)		577,220
01-Jul-22	258,042	478,388	(159,141)		577,289
01-Jul-23	263,705	472,530	(159,141)		577,095
01-Jul-24	269,720	466,544	(159,141)		577,124
01-Jul-25	277,027	460,422	(159,141)		578,308
01-Jul-26	294,662	452,900	(158,515)		589,047
01-Jul-27	308,790	431,358	(150,975)		589,173
01-Jul-28	323,462	408,782	(143,074)		589,170
01-Jul-29	338,838	385,134	(134,797)		589,175
01-Jul-30	354,932	360,361	(126,126)		589,167
01-Jul-31	371,892	334,412	(117,044)		589,260
01-Jul-32	389,572	307,223	(107,528)		589,267
01-Jul-33	408,116	278,741	(97,560)		589,298
01-Jul-34	427,395	248,904	(87,116)		589,182
01-Jul-35	447,715	217,657	(76,180)		589,192
01-Jul-36	468,930	184,925	(64,724)		589,131
01-Jul-37	491,201	150,641	(52,724)		589,118
01-Jul-38	514,543	114,730	(40,155)		589,118
01-Jul-39	539,103	77,111	(26,989)		589,226
01-Jul-40	515,629	37,698	(13,194)		540,132
	<u>\$ 7,756,954</u>	<u>\$ 6,847,643</u>	<u>\$ (2,351,548)</u>	<u>\$</u>	<u>12,253,049</u>

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

ICS-A 2.9448%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-20	\$ 201,918	\$ 414,038	\$ (133,094)	\$ 482,862
01-Jul-21	210,961	404,878	(133,094)	482,745
01-Jul-22	215,808	400,090	(133,094)	482,803
01-Jul-23	220,544	395,191	(133,094)	482,641
01-Jul-24	225,575	390,184	(133,094)	482,665
01-Jul-25	231,685	385,064	(133,094)	483,655
01-Jul-26	246,434	378,773	(132,571)	492,637
01-Jul-27	258,250	360,757	(126,265)	492,742
01-Jul-28	270,520	341,876	(119,657)	492,740
01-Jul-29	283,380	322,098	(112,734)	492,743
01-Jul-30	296,840	301,380	(105,483)	492,737
01-Jul-31	311,024	279,678	(97,887)	492,815
01-Jul-32	325,810	256,939	(89,929)	492,820
01-Jul-33	341,319	233,119	(81,592)	492,847
01-Jul-34	357,442	208,166	(72,858)	492,750
01-Jul-35	374,436	182,033	(63,712)	492,758
01-Jul-36	392,179	154,658	(54,130)	492,707
01-Jul-37	410,805	125,986	(44,095)	492,696
01-Jul-38	430,327	95,952	(33,583)	492,696
01-Jul-39	450,867	64,491	(22,572)	492,786
01-Jul-40	431,235	31,528	(11,035)	451,728
	<u>\$ 6,487,361</u>	<u>\$ 5,726,879</u>	<u>\$ (1,966,666)</u>	<u>\$ 10,247,574</u>

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

ICS-A 17.0295%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 1,167,653	\$ 2,394,305	\$ (769,658)	\$	2,792,300
01-Jul-21	1,219,947	2,341,335	(769,658)		2,791,624
01-Jul-22	1,247,975	2,313,642	(769,658)		2,791,959
01-Jul-23	1,275,364	2,285,313	(769,658)		2,791,019
01-Jul-24	1,304,456	2,256,362	(769,658)		2,791,160
01-Jul-25	1,339,792	2,226,751	(769,658)		2,796,885
01-Jul-26	1,425,081	2,190,375	(766,631)		2,848,825
01-Jul-27	1,493,412	2,086,187	(730,165)		2,849,434
01-Jul-28	1,564,368	1,977,004	(691,951)		2,849,421
01-Jul-29	1,638,730	1,862,633	(651,921)		2,849,441
01-Jul-30	1,716,569	1,742,825	(609,989)		2,849,405
01-Jul-31	1,798,594	1,617,327	(566,064)		2,849,857
01-Jul-32	1,884,096	1,485,832	(520,041)		2,849,887
01-Jul-33	1,973,785	1,348,085	(471,830)		2,850,040
01-Jul-34	2,067,021	1,203,782	(421,324)		2,849,479
01-Jul-35	2,165,295	1,052,662	(368,432)		2,849,525
01-Jul-36	2,267,898	894,357	(313,025)		2,849,230
01-Jul-37	2,375,609	728,551	(254,993)		2,849,167
01-Jul-38	2,488,500	554,871	(194,205)		2,849,166
01-Jul-39	2,607,280	372,936	(130,528)		2,849,689
01-Jul-40	2,493,751	182,318	(63,811)		2,612,257
	<u>\$ 37,515,177</u>	<u>\$ 33,117,452</u>	<u>\$ (11,372,858)</u>	<u>\$</u>	<u>59,259,771</u>

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

ICS-A 3.6491%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 250,210	\$ 513,062	\$ (164,926)	\$	598,346
01-Jul-21	261,415	501,711	(164,926)		598,201
01-Jul-22	267,421	495,777	(164,926)		598,273
01-Jul-23	273,290	489,706	(164,926)		598,071
01-Jul-24	279,524	483,503	(164,926)		598,102
01-Jul-25	287,096	477,158	(164,926)		599,328
01-Jul-26	305,372	469,363	(164,277)		610,458
01-Jul-27	320,015	447,037	(156,463)		610,589
01-Jul-28	335,219	423,641	(148,274)		610,586
01-Jul-29	351,154	399,133	(139,696)		610,590
01-Jul-30	367,834	373,460	(130,711)		610,583
01-Jul-31	385,410	346,568	(121,299)		610,679
01-Jul-32	403,732	318,390	(111,437)		610,686
01-Jul-33	422,951	288,873	(101,106)		610,719
01-Jul-34	442,930	257,951	(90,283)		610,598
01-Jul-35	463,989	225,569	(78,949)		610,608
01-Jul-36	485,975	191,647	(67,076)		610,545
01-Jul-37	509,055	156,117	(54,641)		610,532
01-Jul-38	533,246	118,900	(41,615)		610,531
01-Jul-39	558,699	79,914	(27,970)		610,643
01-Jul-40	534,371	39,068	(13,674)		559,766
	<u>\$ 8,038,910</u>	<u>\$ 7,096,547</u>	<u>\$ (2,437,024)</u>	<u>\$</u>	<u>12,698,433</u>

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

ICS-A 1.4084%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-20	\$ 96,571	\$ 198,022	\$ (63,655)	\$ 230,938
01-Jul-21	100,896	193,641	(63,655)	230,882
01-Jul-22	103,214	191,350	(63,655)	230,910
01-Jul-23	105,479	189,007	(63,655)	230,832
01-Jul-24	107,885	186,613	(63,655)	230,844
01-Jul-25	110,808	184,164	(63,655)	231,317
01-Jul-26	117,862	181,156	(63,404)	235,613
01-Jul-27	123,513	172,539	(60,389)	235,663
01-Jul-28	129,381	163,509	(57,228)	235,662
01-Jul-29	135,532	154,050	(53,917)	235,664
01-Jul-30	141,969	144,141	(50,449)	235,661
01-Jul-31	148,753	133,761	(46,817)	235,698
01-Jul-32	155,825	122,886	(43,010)	235,701
01-Jul-33	163,242	111,494	(39,023)	235,713
01-Jul-34	170,954	99,559	(34,846)	235,667
01-Jul-35	179,081	87,061	(30,471)	235,671
01-Jul-36	187,567	73,968	(25,889)	235,646
01-Jul-37	196,475	60,255	(21,089)	235,641
01-Jul-38	205,812	45,891	(16,062)	235,641
01-Jul-39	215,636	30,844	(10,795)	235,684
01-Jul-40	206,246	15,079	(5,278)	216,047
	<u>\$ 3,102,703</u>	<u>\$ 2,738,988</u>	<u>\$ (940,595)</u>	<u>\$ 4,901,095</u>

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

ICS-A

4.7824%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-20	\$ 327,914	\$ 672,396	\$ (216,144)	\$ 784,166
01-Jul-21	342,600	657,521	(216,144)	783,976
01-Jul-22	350,471	649,744	(216,144)	784,070
01-Jul-23	358,163	641,788	(216,144)	783,806
01-Jul-24	366,332	633,658	(216,144)	783,846
01-Jul-25	376,256	625,342	(216,144)	785,454
01-Jul-26	400,208	615,126	(215,294)	800,040
01-Jul-27	419,397	585,867	(205,054)	800,211
01-Jul-28	439,324	555,205	(194,322)	800,207
01-Jul-29	460,207	523,086	(183,080)	800,213
01-Jul-30	482,067	489,440	(171,304)	800,203
01-Jul-31	505,102	454,196	(158,969)	800,330
01-Jul-32	529,114	417,268	(146,044)	800,338
01-Jul-33	554,301	378,585	(132,505)	800,381
01-Jul-34	580,485	338,060	(118,321)	800,224
01-Jul-35	608,083	295,621	(103,467)	800,237
01-Jul-36	636,897	251,164	(87,907)	800,154
01-Jul-37	667,146	204,600	(71,610)	800,136
01-Jul-38	698,849	155,825	(54,539)	800,136
01-Jul-39	732,207	104,732	(36,656)	800,283
01-Jul-40	700,324	51,201	(17,920)	733,604
	<u>\$ 10,535,446</u>	<u>\$ 9,300,426</u>	<u>\$ (3,193,858)</u>	<u>\$ 16,642,015</u>

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

ICS-A 46.1588%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 3,164,954	\$ 6,489,826	\$ (2,086,178)	\$	7,568,602
01-Jul-21	3,306,700	6,346,249	(2,086,178)		7,566,771
01-Jul-22	3,382,669	6,271,187	(2,086,178)		7,567,678
01-Jul-23	3,456,908	6,194,400	(2,086,178)		7,565,130
01-Jul-24	3,535,763	6,115,928	(2,086,178)		7,565,513
01-Jul-25	3,631,542	6,035,667	(2,086,178)		7,581,031
01-Jul-26	3,862,721	5,937,069	(2,077,974)		7,721,815
01-Jul-27	4,047,933	5,654,665	(1,979,133)		7,723,465
01-Jul-28	4,240,261	5,358,721	(1,875,552)		7,723,430
01-Jul-29	4,441,821	5,048,715	(1,767,050)		7,723,486
01-Jul-30	4,652,805	4,723,974	(1,653,391)		7,723,388
01-Jul-31	4,875,137	4,383,807	(1,534,332)		7,724,611
01-Jul-32	5,106,892	4,027,386	(1,409,585)		7,724,693
01-Jul-33	5,349,995	3,654,021	(1,278,907)		7,725,109
01-Jul-34	5,602,715	3,262,883	(1,142,009)		7,723,588
01-Jul-35	5,869,089	2,853,268	(998,644)		7,723,714
01-Jul-36	6,147,196	2,424,179	(848,463)		7,722,912
01-Jul-37	6,439,150	1,974,758	(691,165)		7,722,743
01-Jul-38	6,745,144	1,503,991	(526,397)		7,722,739
01-Jul-39	7,067,102	1,010,854	(353,799)		7,724,157
01-Jul-40	6,759,377	494,178	(172,962)		7,080,592
	<u>\$ 101,685,875</u>	<u>\$ 89,765,725</u>	<u>\$ (30,826,431)</u>	<u>\$</u>	<u>160,625,168</u>

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

ICS-A

3.2010%

PERIOD ENDING	Total Issue				TOTAL PROJECT
	PRINCIPAL	INTEREST	INTEREST SUBSIDY		
01-Jul-20	\$ 219,482	\$ 450,054	\$ (144,671)	\$	524,864
01-Jul-21	229,312	440,097	(144,671)		524,737
01-Jul-22	234,580	434,892	(144,671)		524,800
01-Jul-23	239,728	429,567	(144,671)		524,623
01-Jul-24	245,197	424,125	(144,671)		524,650
01-Jul-25	251,839	418,559	(144,671)		525,726
01-Jul-26	267,870	411,721	(144,102)		535,489
01-Jul-27	280,714	392,137	(137,248)		535,604
01-Jul-28	294,052	371,614	(130,065)		535,601
01-Jul-29	308,030	350,116	(122,541)		535,605
01-Jul-30	322,661	327,596	(114,659)		535,598
01-Jul-31	338,079	304,006	(106,402)		535,683
01-Jul-32	354,151	279,289	(97,751)		535,689
01-Jul-33	371,009	253,397	(88,689)		535,718
01-Jul-34	388,535	226,273	(79,196)		535,612
01-Jul-35	407,007	197,867	(69,254)		535,621
01-Jul-36	426,293	168,111	(58,839)		535,565
01-Jul-37	446,539	136,945	(47,931)		535,553
01-Jul-38	467,759	104,298	(36,504)		535,553
01-Jul-39	490,086	70,100	(24,535)		535,652
01-Jul-40	468,746	34,270	(11,995)		491,022
	<u>\$ 7,051,669</u>	<u>\$ 6,225,035</u>	<u>\$ (2,137,738)</u>	<u>\$</u>	<u>11,138,966</u>

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

ICS-B 100.0000%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-20	\$ 5,222,917	\$ 6,184,923	\$ (2,164,723)	\$ 9,243,117
01-Jul-21	5,381,667	5,938,412	(2,078,444)	9,241,634
01-Jul-22	5,582,083	5,632,787	(1,971,475)	9,243,395
01-Jul-23	5,787,917	5,315,781	(1,860,523)	9,243,174
01-Jul-24	6,003,333	4,987,085	(1,745,480)	9,244,938
01-Jul-25	6,223,750	4,646,156	(1,626,154)	9,243,751
01-Jul-26	6,450,000	4,292,709	(1,502,448)	9,240,261
01-Jul-27	6,690,417	3,926,413	(1,374,245)	9,242,585
01-Jul-28	6,936,250	3,546,465	(1,241,263)	9,241,452
01-Jul-29	7,192,083	3,152,555	(1,103,394)	9,241,244
01-Jul-30	7,457,917	2,744,116	(960,441)	9,241,592
01-Jul-31	7,733,750	2,320,581	(812,203)	9,242,128
01-Jul-32	8,019,583	1,881,382	(658,484)	9,242,481
01-Jul-33	8,315,417	1,425,950	(499,082)	9,242,284
01-Jul-34	8,621,667	953,717	(333,801)	9,241,582
01-Jul-35	8,172,083	464,093	(162,432)	8,473,744
	<u>\$ 109,790,833</u>	<u>\$ 57,413,123</u>	<u>\$ (20,094,593)</u>	<u>\$ 147,109,363</u>

AVERAGE MONTHLY PRICES - FORWARD NP15 POWER and PG&E NATURAL GAS: FY 2021 BUDGET v2019-12

		<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
HLH	2020	\$ 43.98	\$ 40.77	\$ 32.13	\$ 25.32	\$ 23.03	\$ 33.19	\$ 48.55	\$ 50.50	\$ 41.90	\$ 36.81	\$ 35.93	\$ 40.31
	2021	39.59	37.34	32.00	31.00	29.00	33.00	49.00	51.00	45.00	37.00	34.99	42.67
	2022	37.39	35.73	32.19	27.27	27.27	28.71	45.49	48.08	45.87	33.65	34.45	36.45
	2023	35.65	34.11	31.17	25.30	25.44	26.93	40.25	45.00	40.29	31.90	32.57	35.22
	2024	35.03	33.82	31.11	25.48	25.47	26.53	38.24	40.09	38.51	31.63	32.00	34.80
	2025	36.00	33.54	30.83	25.05	25.09	26.29	40.00	45.00	40.00	31.34	31.86	34.75
	2026	34.99	33.19	30.55	25.83	25.98	27.00	39.95	42.00	40.45	33.19	33.70	36.80
	2027	34.82	33.16	30.75	25.96	26.12	27.12	40.10	42.17	40.74	33.46	33.95	36.78
	2028	36.03	34.17	31.82	26.70	26.77	27.82	41.24	43.69	42.33	34.93	35.41	38.24
	2029	37.44	35.54	33.11	27.56	27.62	28.72	42.56	45.10	43.72	36.09	36.63	39.54
LLH	2020	\$ 35.83	\$ 34.55	\$ 27.87	\$ 22.31	\$ 20.50	\$ 27.47	\$ 33.07	\$ 35.17	\$ 31.00	\$ 31.14	\$ 30.70	\$ 33.84
	2021	34.83	32.15	29.00	23.14	22.24	24.04	31.97	33.92	33.24	29.48	30.18	37.11
	2022	34.02	32.02	28.87	24.25	23.35	24.93	36.00	39.00	37.00	32.13	33.03	34.13
	2023	34.23	31.89	28.91	23.32	22.52	24.10	31.04	33.60	32.41	30.25	31.39	33.47
	2024	33.71	31.22	28.28	23.07	22.36	23.74	31.86	34.03	33.65	29.41	30.73	33.57
	2025	33.00	30.75	27.67	22.51	21.70	22.99	31.20	33.61	33.18	28.89	30.02	33.05
	2026	32.48	29.76	26.87	23.06	22.30	23.89	34.80	37.86	37.05	30.62	31.58	34.35
	2027	32.36	29.78	27.09	23.20	22.45	24.02	34.98	38.07	37.37	30.92	31.87	34.38
	2028	33.49	30.69	28.02	23.86	23.01	24.64	35.97	39.45	38.83	32.27	33.23	35.74
	2029	34.80	31.91	29.17	24.63	23.74	25.44	37.13	40.72	40.11	33.35	34.38	36.95
GAS	2020	\$ 3.36	\$ 3.20	\$ 2.94	\$ 2.76	\$ 2.56	\$ 2.61	\$ 2.95	\$ 3.00	\$ 2.94	\$ 2.85	\$ 3.05	\$ 3.26
	2021	3.33	3.31	3.09	2.76	2.74	2.75	2.93	2.97	2.93	2.90	3.08	3.25
	2022	3.35	3.26	3.19	2.77	2.75	2.76	2.92	2.97	2.94	2.91	3.04	3.21
	2023	3.30	3.23	3.17	2.78	2.77	2.78	2.95	3.00	2.97	2.95	3.07	3.25
	2024	3.34	3.27	3.22	2.84	2.83	2.82	2.99	3.04	3.01	2.97	3.02	3.20
	2025	3.34	3.27	3.25	2.88	2.88	2.86	3.05	3.10	3.07	3.03	3.15	3.31
	2026	3.53	3.44	3.44	3.07	3.06	3.05	3.25	3.31	3.27	3.23	3.43	3.59
	2027	3.65	3.57	3.59	3.18	3.17	3.15	3.36	3.44	3.40	3.36	3.62	3.77
	2028	3.78	3.68	3.72	3.25	3.23	3.21	3.45	3.55	3.52	3.48	3.82	3.96
	2029	3.93	3.82	3.87	3.33	3.32	3.29	3.54	3.65	3.62	3.58	3.99	4.14

EXHIBIT 2

VOM

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

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

FY 2021 Project Annual Budget Line Items

Variable Cost	\$	\$/MWH
Routine O&M Costs Operation (Appendix I)	\$1,234,037	0.94
Routine O&M Costs Maintenance Siemens LTSA	\$2,686,656	2.04
Other Costs Maintenance Reserve (Appendix I)	\$276,567	0.21
Total FY2021	\$4,197,260	3.19

Forecast annual Project Energy (MWh)	1,316,988
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$$\text{VOM} = (\$1,234,037 + \$2,686,656 + \$276,567) / 1,316,988 \text{VOM} = 3.19 \text{ \$/MWh}$$



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 15

Date: March 3, 2020

Meeting Date: March 9, 2020

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center 2020 Spring Outage

Proposal

Staff recommends that the Lodi Energy Center Project Participant Committee approve the Lodi Energy Center 2020 Spring Outage and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,060,000.

Background

The Lodi Energy Center has a planned outage scheduled for May 1-31, 2020 for work related to the 2020 Spring Outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2020 Spring Outage.

Listed below are highlights of major work to be performed as a part of the 2020 Spring Outage:

1. Steam Turbine
 - a. Condenser Maintenance
2. Water Treatment
 - a. General Maintenance
 - b. Overhaul
3. HRSG / Steam
 - a. HRSG Maintenance
 - b. HRSG Cleaning
 - c. High Energy Pipe Survey
 - d. Hot Spots
4. Balance of Plant
 - a. Heat Exchanger Service
 - b. Service Water Pipe
5. Incidentals
 - a. Crane

- b. Toilets
- c. Trailers / Guard
- d. Forklift / Manlift
- e. Scaffold
- f. Confined Space

Selection Process

All of the work has been put out for bid to qualified contractors and the contractors providing the best overall value to NCPA will be awarded the work. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

2020 Spring Outage	Anticipated Cost
Gas Turbine	\$80,000
Steam Turbine	\$230,000
Water Treatment	\$50,000
Electrical Systems	\$65,000
HRSG / Steam	\$750,000
Balance of Plant	\$352,000
Incidentals	\$233,000
Contingency	\$300,000
TOTAL	\$2,060,000

The budgetary funds to complete the 2020 Spring Outage include \$730,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$412,567 were anticipated in the Fixed Maintenance and \$917,433 in the O&M Project Annual Outage. All items are a part of the FY20 Routine O&M budget.

Environmental Analysis

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County.

Submitted by:

JOEL LEDESMA
Assistant General Manager
Generation Services



2020 LEC Spring Outage

Michael DeBortoli
March 3, 2020

2020 LEC Spring Outage Projected Costs

Gas Turbine Gen	\$80,000
Steam Turbine	\$230,000
Water Treatment	\$50,000
Electrical Systems	\$65,000
HRSG / Steam	\$750,000
Balance of Plant	\$352,000
Incidentals	\$233,000
Contingency	\$300,000
	\$2,060,000

LEC – Scope of Work

- HRSG Maintenance
- HRSG Cleaning
- High Energy Pipe Survey
- HRSG Hot Spots
- Condenser Maintenance
- Heat Exchanger Maintenance
- Service Water Piping
- Water Plant Overhaul



LEC Funding

FY20 Budget

Fixed Maintenance	\$412,567
O&M Project Annual Outage	\$917,433
Maintenance Reserve	\$730,000
	\$2,060,000

Recommendation

- Staff recommends that the Lodi Energy Center Project Participant Committee approve the LEC 2020 Spring Outage and delegate authority to the General Manager or his designee, to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,060,000.



LEC HRH Pipe Failure

Background

- On November 21, 2019, a leak was discovered in the HRH pipe directly downstream of the desuperheater.
- Tetra Engineering was contracted to perform root cause failure analysis (RCFA).
- RCFA determined a poor butt weld fitment caused a misalignment of two segments, initiating a stress concentration point.
- Cyclical and corrosion fatigue from normal operation then caused crack propagation through the pipe wall.

Background





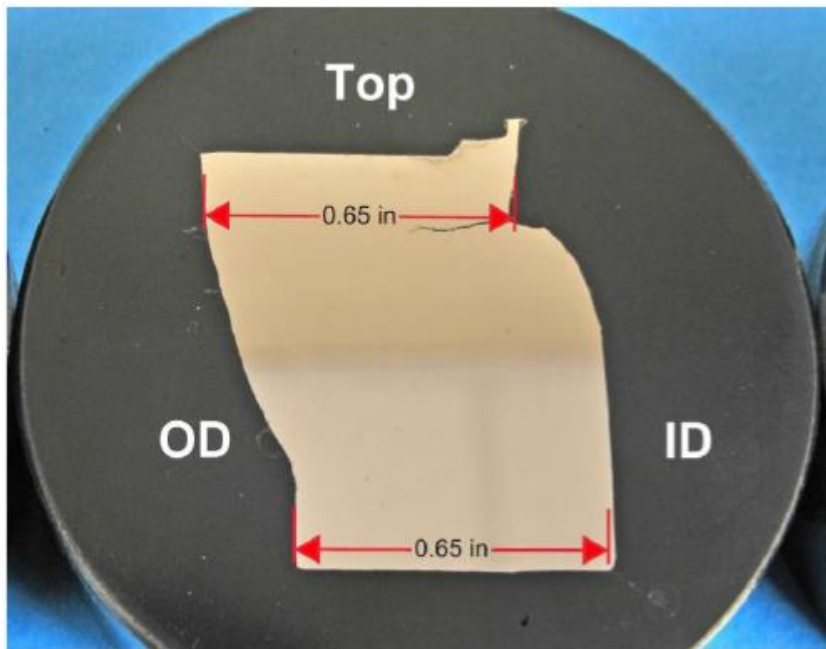


Figure 1 - Metallurgical Mount showing offset of pipes and ID initiated crack

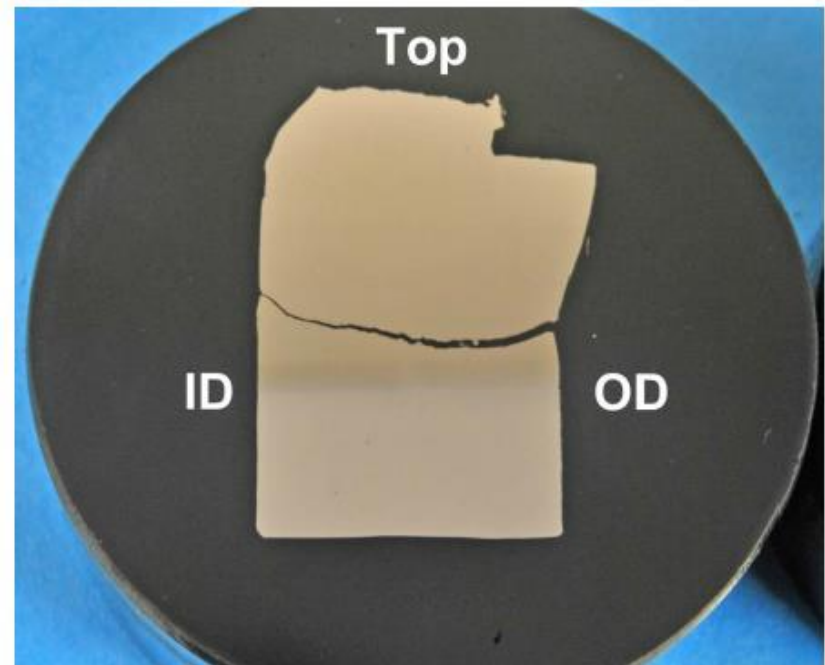


Figure 15 - OD Initiated Crack (At the 7 O'Clock Position)

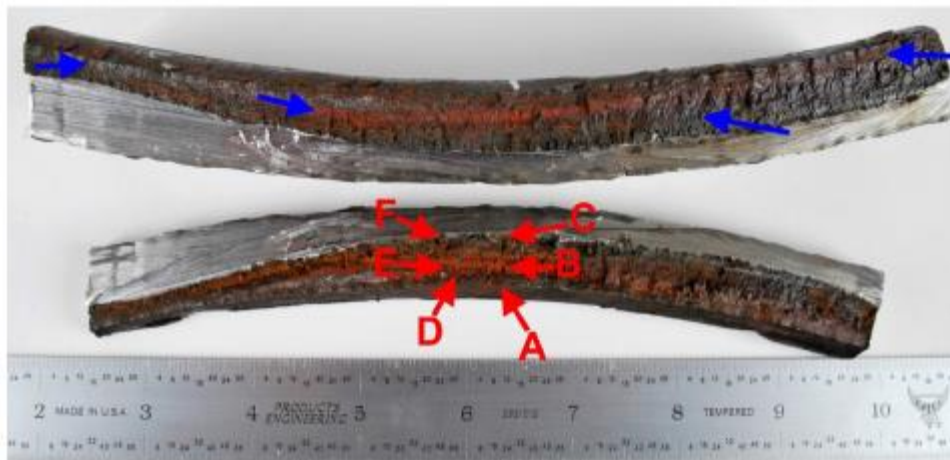


Figure 8 - Cut Out Samples of Weld



Figure 7 - Closeup of ID Initiated Crack