



12745 N. Thornton Road  
Lodi, CA 95242

phone (209) 333-6370  
fax (209) 333-6374  
web www.ncpa.com

## LEC PPC Agenda

**Date:** April 4, 2019

**Subject:** April 8, 2019 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.

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 <sup>th</sup> 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 written request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or [www.ncpa.com](http://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 March 11, 2019 Regular Meeting Minutes**

**MONTHLY REPORTS**

**4. Operational Report for March 2019 (Jeremy Lawson)**

**5. Market Data Report for March 2019 – Verbal Report (Zakary Liske)**

**6. Monthly Asset Report for February 2019 – (Michael DeBortoli)**

**7. Bidding Strategies Report – Verbal Report and update regarding bidding strategies and regulation down revenues (Jesse Shields/Ken Goeke)**

**CONSENT CALENDAR**

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

**8. Treasurer's Report for February & March 2019 – Accept by all Participants**

**9. Financial Report for March 2019 – Approve by all Participants**

**10. GHG Reports (excerpted from Monthly ARB) – Accept 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.*

- 11. WorleyParsons Group Inc. MTPSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with WorleyParsons Group, Inc. for project support services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 12. American Power Systems, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with American Power Systems, Inc. for battery services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 13. GEI Consultants, Inc. MTPSA** - Staff is seeking a recommendation for approval of a five-year Multi-Task Professional Services Agreement with GEI Consultants, Inc. for engineering services, with a not to exceed amount of \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 14. Johnson Controls, Inc. MTGSA** - Staff is seeking a recommendation approval of a five-year Multi-Task General Services Agreement with Johnson Controls, Inc. for HVAC and chiller maintenance related services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 15. Trimark Associates, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Trimark Associates, Inc. to provide meter related (installation, maintenance, data acquisition, telemetry, etc.) services as requested, with a not to exceed amount of \$2,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 16. Pacific Power Engineers MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Pacific Power Engineers to provide meter related (installation, maintenance, data acquisition, telemetry, etc.) services as requested, with a not to exceed amount of \$2,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

Consent Items pulled for discussion: \_\_\_\_\_

### **BUSINESS ACTION ITEMS**

- 17. Lodi Energy Center FY20 Annual Budget** – Staff is seeking approval of the Lodi Energy Center proposed annual budget for fiscal year 2020.

*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.*

## **CLOSED SESSION**

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

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

## **INFORMATIONAL/ DISCUSSION ITEMS**

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

## **ADJOURNMENT**

Next Regular Meeting: Monday May 6, 2019 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.*



# LEC PPC Meeting Minutes

**Date:** March 11, 2019

**Time:** 10:00 a.m.

**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 10:01 a.m. by Chairman Martin Caballero. He asked that roll be called for the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Absent	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	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 - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
<b>Summary</b>		
Present	6	84.0965%
Absent	7	15.9035%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	March 11, 2019	

## **Public Forum**

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

## **3. Meeting Minutes**

The draft minutes from the February 11, 2019 Regular Meeting were considered. The LEC PPC considered the following motion:

**Date:** 3/11/2019

**Motion:** The PPC approves the minutes from the February 11, 2019 Regular Meeting as presented or *including any edits discussed at today's meeting.*

**Moved by:**

**Lodi**

**Seconded by:**

**CDWR**

**Discussion:** There was no further discussion.

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Absent	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	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	5	81.4286%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	8	18.5714%
<b>Result:</b>		<b>Motion Passes</b>

## **MONTHLY REPORTS**

### **4. Operational Reports for February 2019**

Jeremy Lawson presented the Operational Report for February. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. Jeremy discussed two forced outages which had occurred in the month of February. There are no changes to the 2019 outage schedule.

The operational report reflected monthly production of 133,893 MWH, 499 service hours, and equivalent operating availability of 87.2%. The report set for the Capacity Factor @ 302MW Pmax of 66%. There were 4 hot starts, 3 warm starts, and 1 cold start during the month.

### **5. Market Data Report for February 2019**

Zakary Liske presented the operating and financial settlement results for the month. LEC was committed to CAISO 24 out of 28 available days. The two forced outages which occurred in February 2019 resulted in RAIM non-availability charges, which Zakary reviewed with the Committee. Most startups were for 24-hour runs, with the remaining startups were for mid-length runs in the month of February.

### **6. Monthly Asset Report**

Mike DeBortoli presented the monthly asset report for January 2019. Mike reported that January was a relatively quiet month. Revenue and variable costs were both down. Despite that, January 2019 was still the strongest January in the history of the plant. Mike reviewed the monthly historical comparisons as well as the 12-month history.

### **7. Bidding Strategies Report**

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

There was a discussion regarding the 5 to 10% adder which is sometimes added to the DA margin. Ken wondering whether adding that minimum load cost was possibly increasing the cycling of the plant. Jesse responded that it was more likely that this adder shortened runs then had an impact on the cycle frequency. Ken Goeke also mentioned that this is not added every day, but only as-needed for market basis (when they see that the margins are getting too thin). Ken mentioned that they can count the number of days this was added and report back in the next PPC meeting.

## **Consent Calendar (Items 9 – 12)**

The consent calendar was considered. Chairman Caballero asked if any Participant wished to have any item removed for separate discussion. Item 8 (the monthly Treasurer's Report) was pulled from the Consent Calendar, as the report was not available in time for the Committee to review it; this report will be presented in the April LEC PPC meeting. Chairman Caballero 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:** 3/11/2019

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no. **9.** Financial Report for February 2019; **10.** GHG Reports (excerpted from Monthly ARB); **11.** Allied Power Group, LLC MTGSA-EMS not to exceed \$2,000,000 for inspection and maintenance services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; **12.** Drill Tech Drilling & Shoring,, Inc. MTGSA not to exceed \$1,000,000 for inspection and maintenance services, for use at all facilities owned and/or operated by NCPA.

**Moved by:** **CDWR**  
**Seconded by:** **Lodi**

**Discussion:** There was no further discussion.

<b>Vote Summary on Motion</b>		
<b>Participant</b>	<b>Vote</b>	<b>Particulars / GES</b>
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Absent	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%
<b>Vote Summary</b>		
Total Ayes	6	84.0965%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.9035%
Result:	Motion passes	

## **BUSINESS ACTION ITEMS**

NONE

## **CLOSED SESSION**

### **13. Adjourned to Closed Session**

The PPC adjourned to Closed Session at 10:29 a.m. A Closed Session discussion was had pursuant to California Government Code Section 54956.9(d)(1) regarding Pacific Gas and Electric Company's 2019 Gas Transmission and Storage Rate Case, *Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2019 – 2021*, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).

At 10:37 a.m. the Committee returned to Open Session. General Counsel Jane Luckhardt advised that no reportable action was taken during the Closed Session.

## **INFORMATIONAL ITEMS**

### **14. FY2020 Budget Presentation**

Mike DeBortoli presented the draft FY2020 budget to the Committee. Mike reviewed the assumptions with the Committee, including MWh and Fuel forecasts for FY2020. There was a discussion regarding where the forecast data is coming from; the current vendor for the forward curve data is OTC Global.

Mike reviewed the LEC budget. He noted that there is a separate line item for Outage costs. There were not changes to the funding schedule or Maintenance Reserve.

Mike reviewed the proposed projects and a more detailed breakdown of their associated costs. He noted that the transformer replacement project might not actually take place in FY2020, as bids are still being reviewed and any transformer requires a 1-year lead time.

Monty Hanks and Mike noted that they will make sure to distribute the standard detailed budget sheets to the Committee prior to next month's LEC PPC meeting. They plan to seek approval of the FY2020 budget in the April meeting.

### **15. Additional Operational Updates**

There were no additional operational updates at this time.

## **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, April 8, 2019.

The meeting was adjourned at 11:08 a.m.

Submitted by: Michelle Schellentrager

# **Lodi Energy Center Project Participant Committee**

## **Operational Report**

**Agenda Item No.: 3**

---

**Date:** 04/08/2019

**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:**

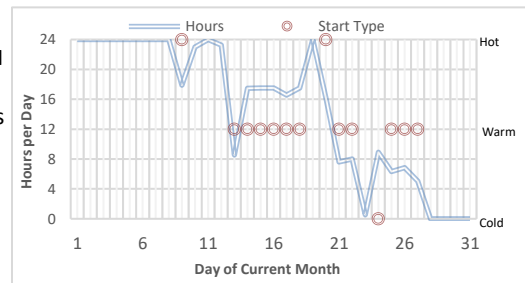
- None

### **Planned Outage Summaries:**

- 2019 April – Generator Inspections, Main Transformer Inspections, and DCS Upgrade
- 2021/2022 CT – Major Inspection (6 weeks outage)

**Generating Unit Statistics:****Date:** 3/1/2019

1. Monthly Production	117,780	MWH
2. Productivity Factor		
a. Service Hours	459	Hours
b. Service Factor	61.7%	%
c. Capacity Factor @ 302MW Pmax	52.5	%
3. Equivalent Operating Availability (EOA)	100.0	%
4. Forced Outage Rate (FOR)	0.0	%



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	6,996	1.83%	31,784	\$15,998
Seg. 3 275 - 284	6971	6,988	0.25%	39,408	\$2,734
Seg. 4 250 - 275	7081	7,051	-0.42%	24,369	-\$2,907
Seg. 5 225 - 250	7130	7,120	-0.14%	11,912	-\$467
Seg. 6 200 - 225	7200	7,202	0.02%	4,604	\$32
Seg. 7 175 - 225	7450	7,510	0.81%	2,073	\$501
Seg. 8 165 - 175	7760	7,856	1.24%	1,274	\$490
	7,164	7,246	0.29%	115,423	\$16,381

## 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	125	-3	127	\$3,568
Seg. 3 275 - 284	97	-93	190	\$5,312
Seg. 4 250 - 275	101	-55	156	\$4,414
Seg. 5 225 - 250	52	-26	78	\$2,215
Seg. 6 200 - 225	25	-30	55	\$1,586
Seg. 7 175 - 225	17	-40	56	\$1,697
Seg. 8 165 - 175	4	-3	7	\$221
	421	-249	670	\$19,013

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	2	11	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	72	94	198
Start Time Deviation (%)	-4%	-14%	-1%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,310	1,795	4,012
Fuel Deviation (%)	1%	0%	15%
Costs of Fuel Deviations (\$)	\$80	-\$212	\$2,048

**Definitions:**

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

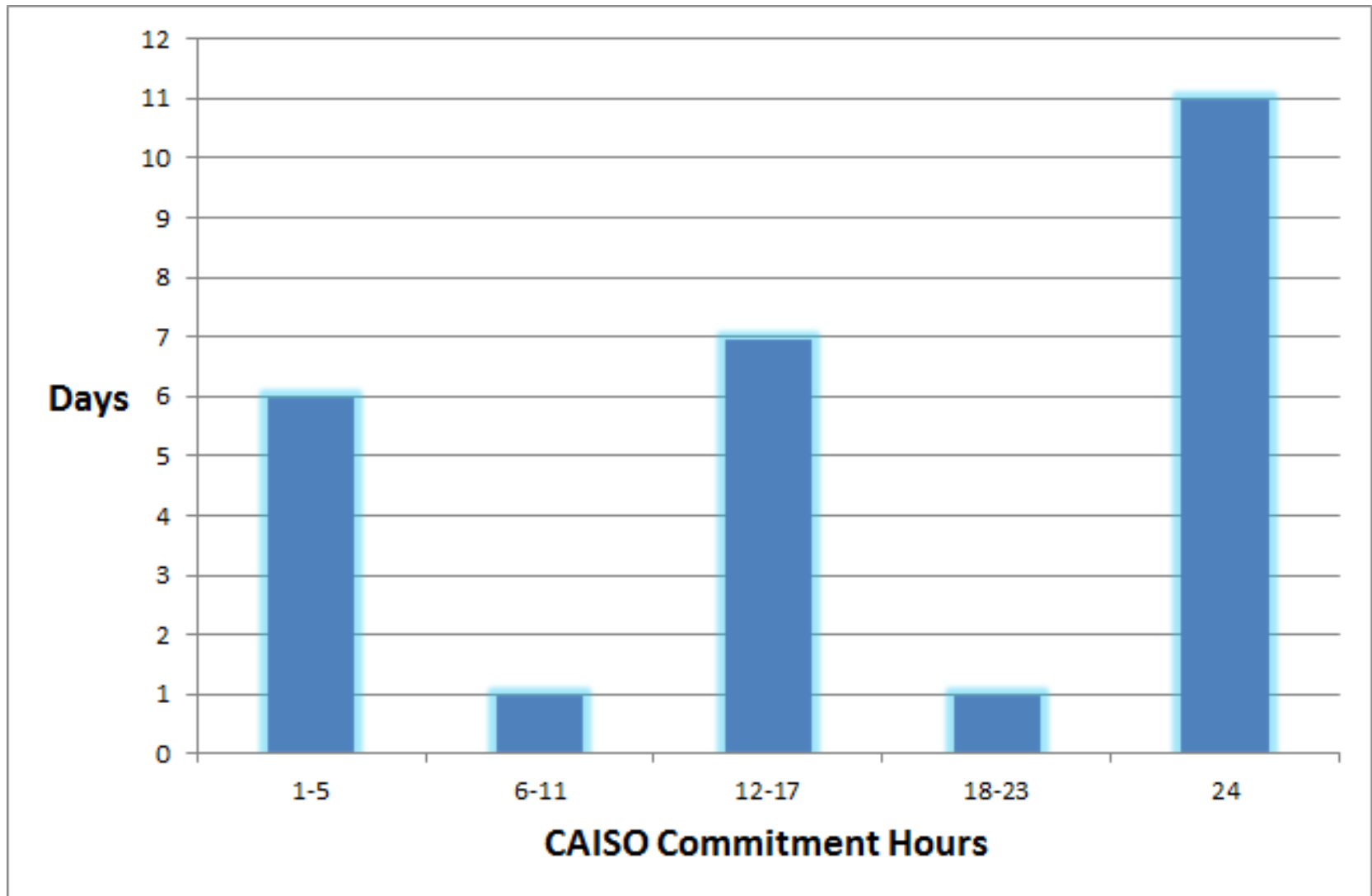


**LEC PPC Meeting  
April 8, 2019  
Market Settlement Results  
for  
March 2019**

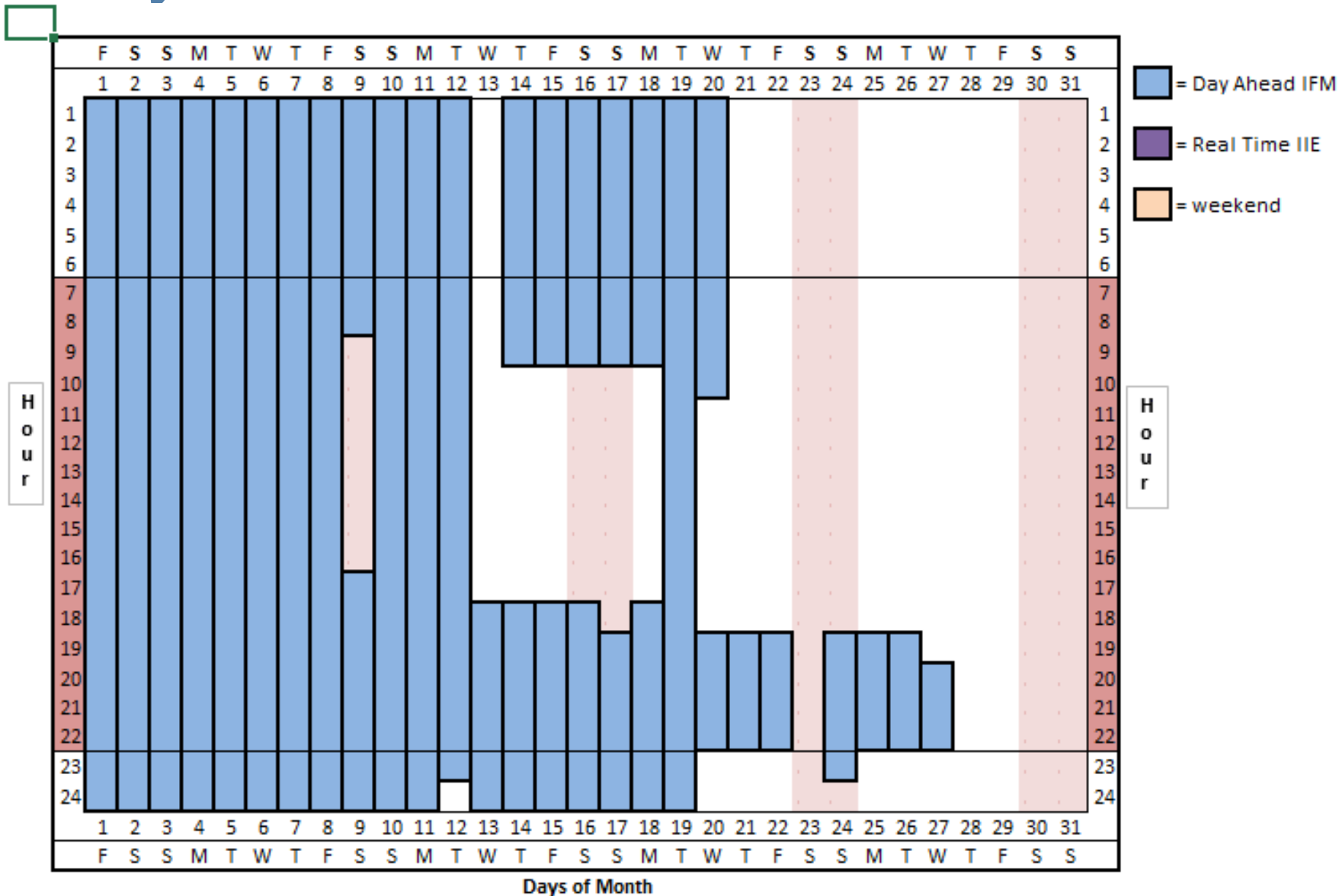
## LEC Operational Results for March 2019

- Resource Adequacy Availability Metrics:
  - 100% - Monthly Assessment Generic Performance
  - 100% - Monthly Assessment Flexible Performance
- Vs
- 96.5% Availability Standard
- RAAIM Incentive Payment for
  - \$ 28,895 for Generic RA based on claimed 188.6 mw RA
  - \$ 2,233 for Flexible RA based on claimed 18.43 mw RA
- LEC was committed by CAISO for Market energy 26 of 31 available days
  - 0 days not committed due to forced outage
  - 5 days not committed due to economics

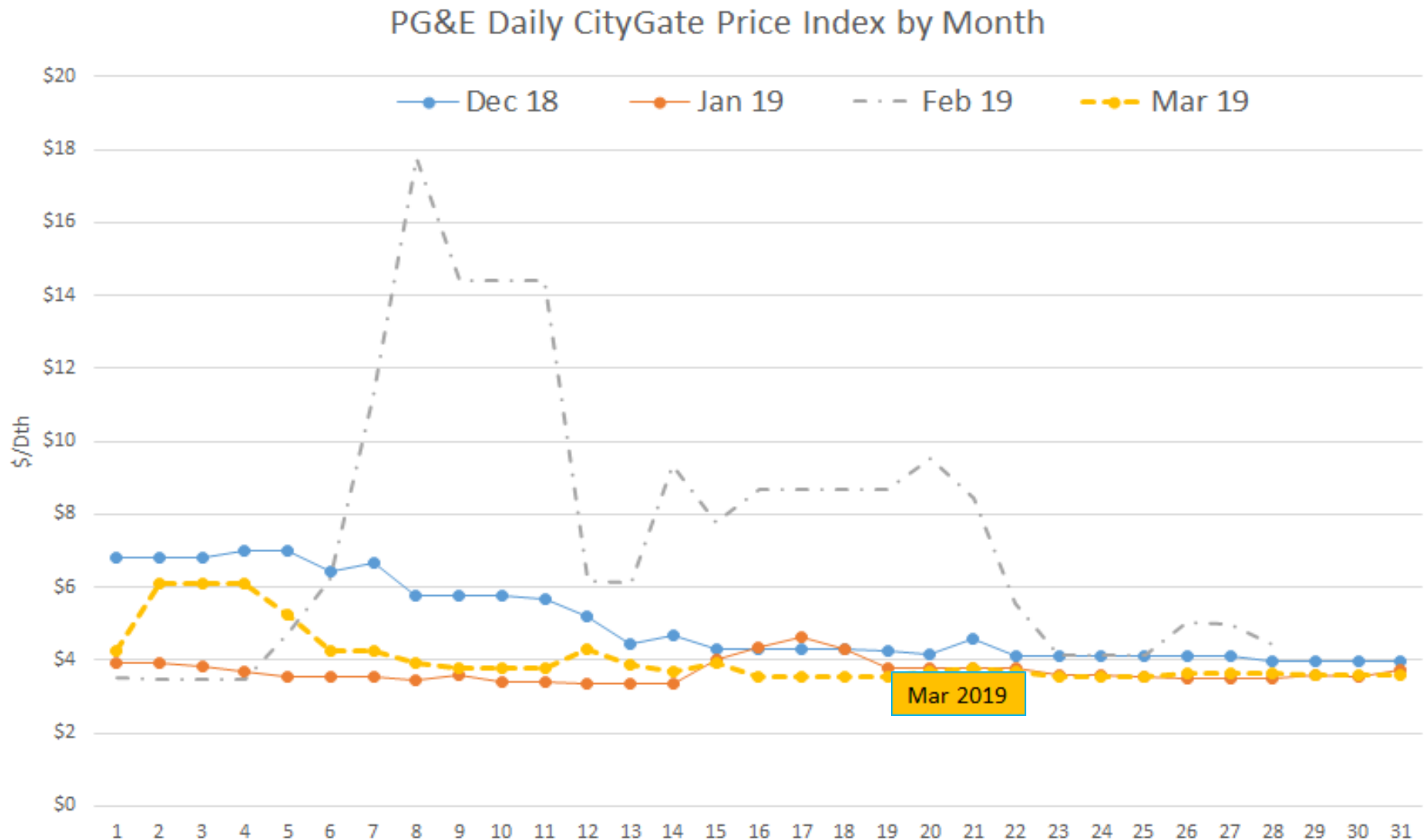
# Frequency Tabulation of Daily CAISO commitment hours for March 2019



# Daily CAISO Commitment Runs for March 2019

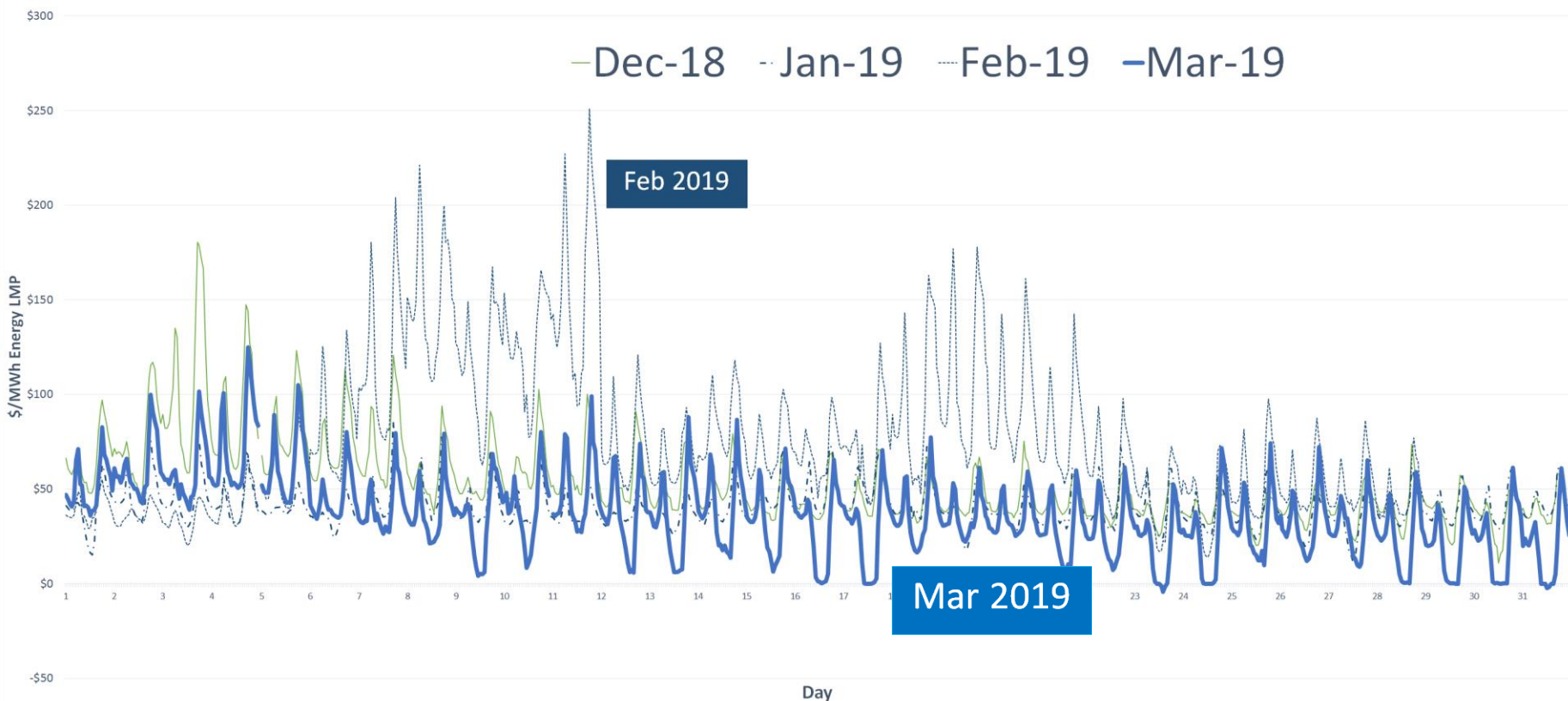


# March 2019 PG&E CityGate gas index prices weaken after 1<sup>st</sup> week in March



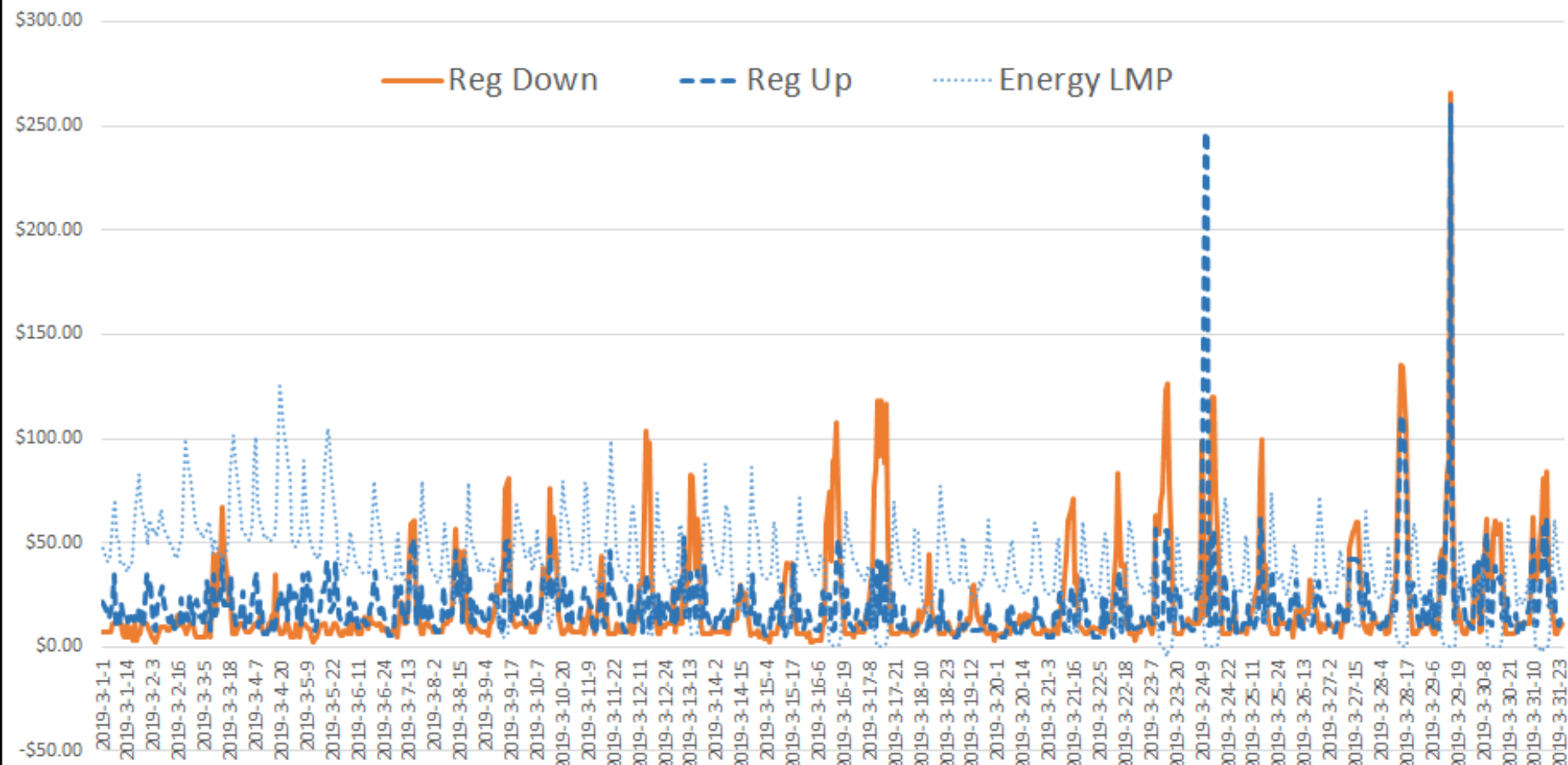
# March 2019 Day Ahead Energy LMP values weaken with lower highs and \$0/MWh lows

LEC PROJECT HOURLY DAY AHEAD LMP VALUES FOR Dec 2018 through Mar 2019

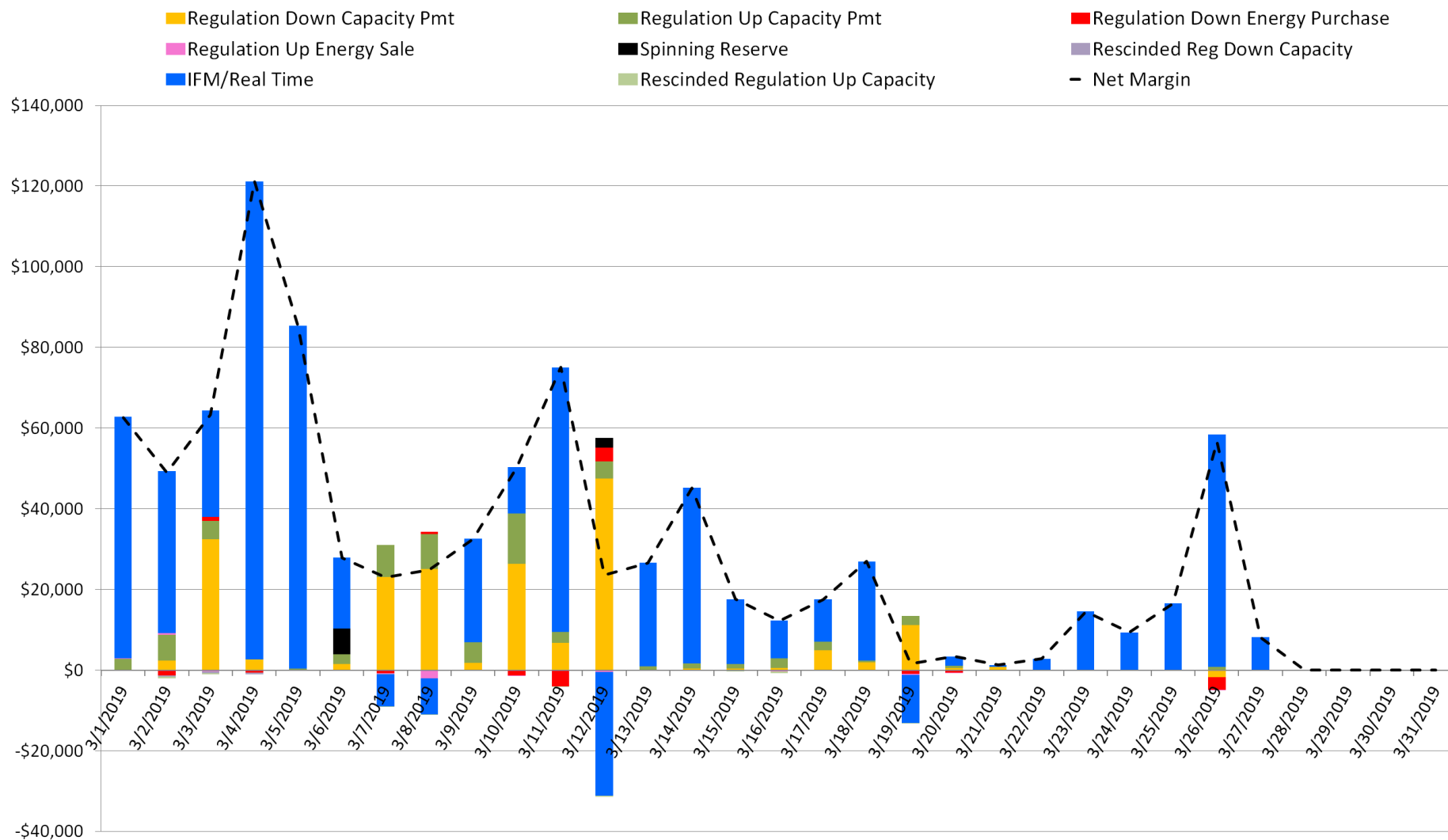


# March 2019 Day Ahead Hourly Reg Up and Reg Down Values Increased for March

Reg Up and Reg Down Capacity Day Ahead Values (\$/MW)



## March 2019 LEC Daily Margin Profile by Product

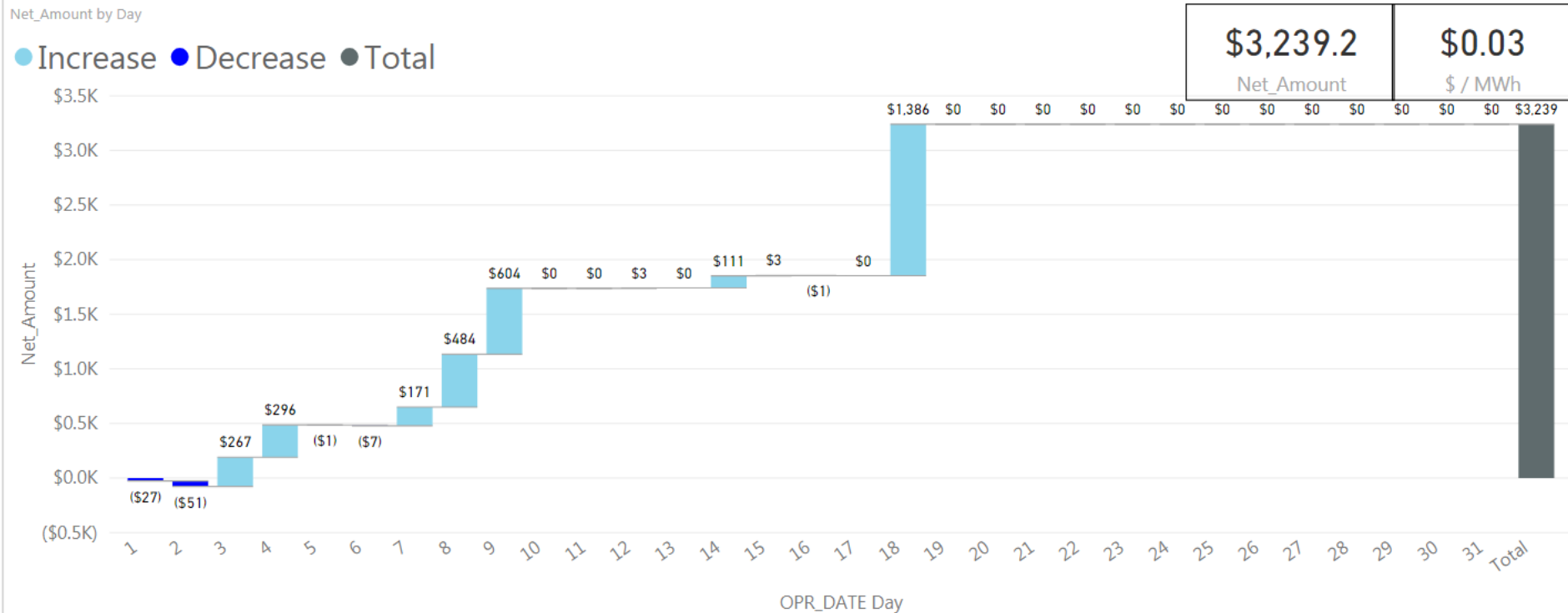




## March 2019 LEC Project Cumulative Monthly Margin

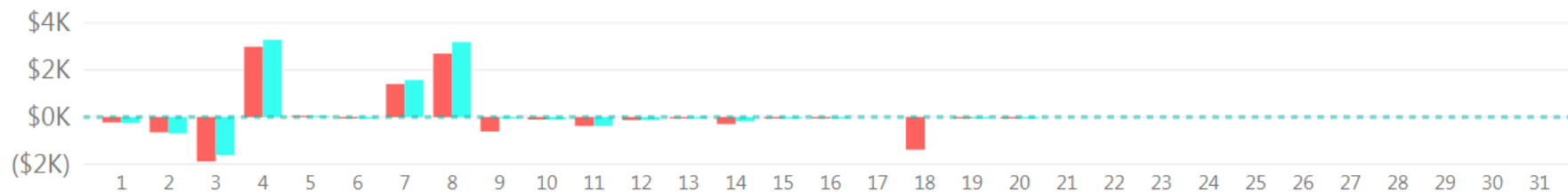
IFM/RTM Gross Revenues	\$ 5,894,700	
Regulation Up Capacity	\$ 75,000	
Regulation Down Capacity	\$ 198,100	
Spinning Reserve	\$ 8,700	
Total Gross LEC Revenue		\$ 6,176,500
LEC CAISO GMC Costs	\$ (46,400)	
CAISO Energy & Capacity Buyback Costs	\$ (97,500)	
Total Monthly LEC Fuel Cost	\$ (3,958,900)	
Total Monthly GHG Obligation	\$ (740,700)	
Variable Operations & Maintenance Cost	\$ (393,300)	
Total Costs		\$ (5,236,800)
Net Cumulative Monthly Margin		\$ 939,700
Average Margin \$/MWh	\$	8.0

# Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

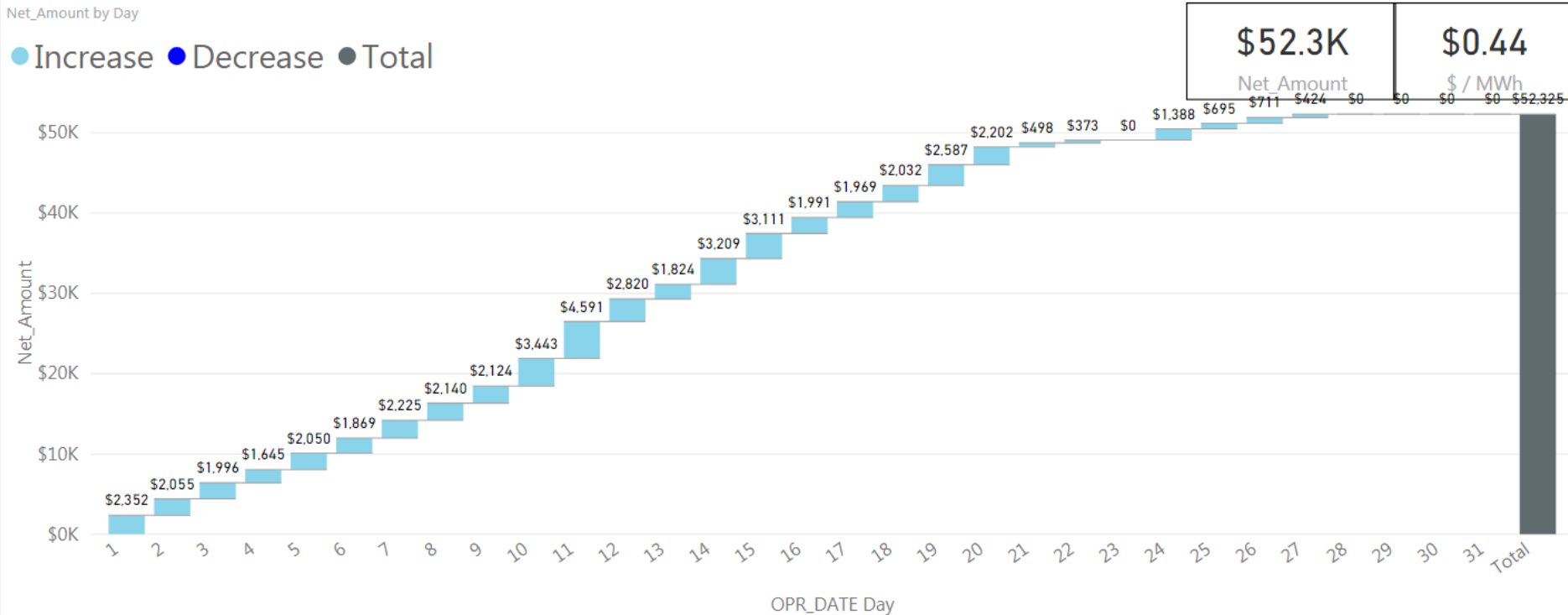


NP15\_Cost and LEC\_Cost by Day

● NP15\_Cost ● LEC\_Cost

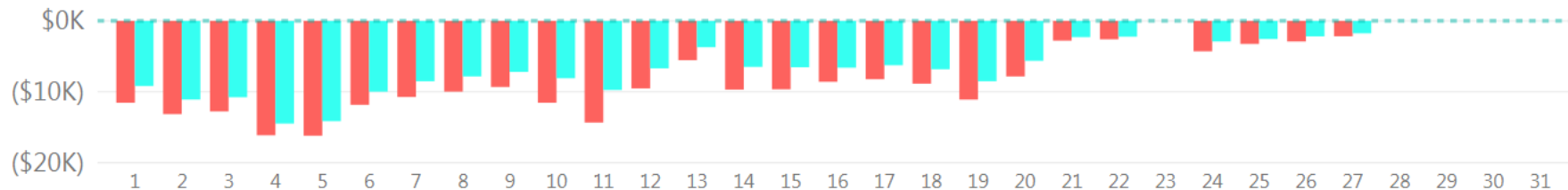


# Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub



NP15\_Cost and LEC\_Cost by Day

● NP15\_Cost ● LEC\_Cost

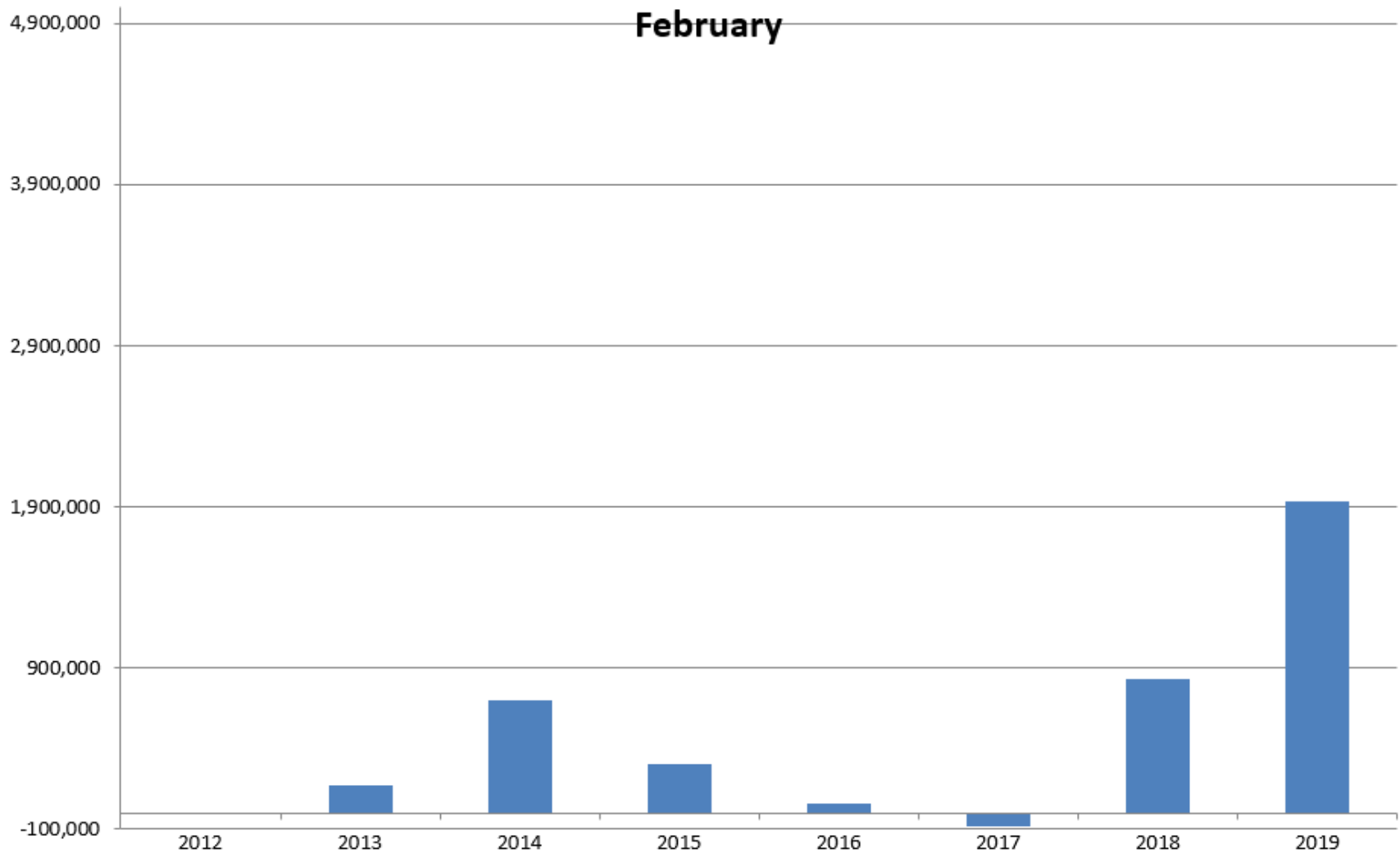


# February Asset Report

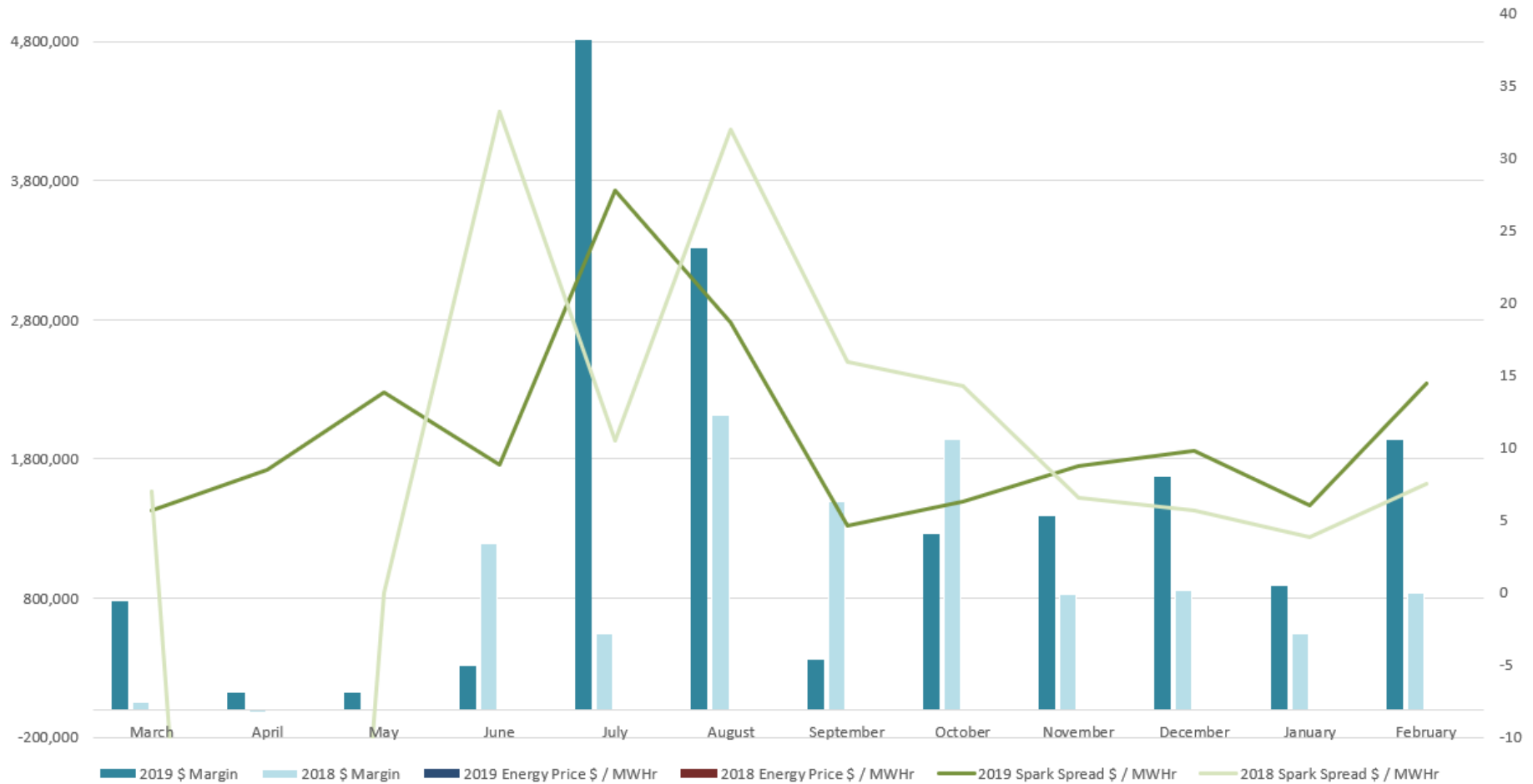
		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	10,463,844	10,264,667	4,489,583	199,177	2%	High Price, reduced Ops
VOM	8,277,549	8,418,487	3,731,460	(140,938)	-2%	
Fixed	1,018,057	798,347	798,347	219,710	28%	Parts
Projects	121,759	121,759	121,759	0	0%	
A&G	177,366	212,587	212,587	(35,221)	-17%	
Debt	2,173,321	2,173,321	2,173,321	0	0.00%	
Net Cost	(1,304,208)	(1,459,834)	(2,547,890)	155,626	-11%	
Net Annual Cost		(29,187,815)	(33,714,242)	\$4,526,427		
				Below budget by 13.43%		

# Historical Margins

February



Historical Monthly Comparison



Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 04/01/2019

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2017 Budget	Percent Used	Comments
VOM	5,762,637	5,660,582	2,618,769	8,084,394	13,299,544	8,062,162	6,445,004	8,277,549	7,277,620	743,403	1,088,575	4,489,750	71,809,990	45,870,926	156.5%	
Capacity Factor	83%	79%	36%	89%	73%	74%	65%	66%	81%	0%	12%	52%	59%	53%	111.3%	Less Operation than planned
Fuel Consumed (mmBTU, estimated)	1,236,043	1,270,941	562,033	1,395,938	1,121,029	1,221,270	1,048,116	946,090	1,245,714	0	179,854	778,126	11,005,153	8,933,236	123.2%	
Avg Fuel Cost (\$/mmBTU)	3.43	3.75	3.60	4.16	5.49	5.61	4.12	7.67	0.00	0.00	0.00	0.00	3.76	3.61	104.2%	Higher fuel price than planned
Power Produced (MWhr, estimated)	172,951	177,829	77,574	199,701	158,585	170,578	146,029	133,886	181,856	0	26,256	113,595	1,558,840	1,304,122	119.5%	
Avg Power Price (\$/MWhr)	61.06	54.29	40.01	44.64	56.65	58.78	44.82	78.15	0.00	0.00	0.00	0.00	43.78	39.19	111.7%	Higher energy price than planned
Operations / Variable / LTSA	451,014	-221,653	98,129	1,036,939	6,153,720	130,265	1,165,839	142,278	273,485	743,403	60,955	517,588	10,551,962	4,733,381	222.9%	
Fuel (estimated)	4,238,046	4,768,310	2,024,022	5,809,467	6,153,720	6,849,954	4,318,259	7,257,386	5,896,223	0	867,662	3,258,332	51,441,382	33,092,116	155.4%	
AB32 GHG Offset (estimated)	1,003,831	1,038,008	463,974	1,152,683	925,158	1,010,485	904,012	824,049	1,031,124	0	148,872	644,084	9,146,280	7,494,769	122.0%	
CA ISO Charges (estimated)	69,746	75,916	32,643	85,305	66,947	71,458	56,894	53,836	76,788	0	11,086	69,746	670,366	550,660	121.7%	
Routine O&M (Fixed)	869,905	798,878	1,084,701	752,948	726,713	1,032,679	1,106,029	1,018,057	966,848	1,308,260	999,463	798,347	11,462,827	11,428,728	100.3%	
Maintenance / Fixed	287,217	220,480	343,484	265,716	186,096	226,813	258,802	436,618	375,000	550,000	400,000	217,958	3,768,184	3,443,662	109.4%	Hydraulic Pump, Bypass Valve, turning gear
Administration	4,265	1,807	34,753	4,025	4,187	5,421	3,556	4,679	25,000	16,412	16,412	16,412	136,928	205,529	66.6%	
Mandatory Costs	36,157	65,583	36,735	13,580	18,450	13,850	10,855	63,577	10,926	10,926	30,000	10,926	321,566	298,336	107.8%	
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	421,755	367,483	538,453	346,372	387,504	403,969	358,287	382,426	425,000	600,000	422,129	422,129	5,075,508	5,284,165	96.1%	
Insurance	0	0	0	-1,713	0	243,655	340,879	0	0	0	0	0	582,821	625,976	93.1%	
Power Management & Settlements	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	1,446,133	1,446,134	100.0%	
Other Costs	0	23,014	10,765	4,457	9,965	18,460	13,139	10,246	10,411	10,411	10,411	10,411	131,688	124,926	105.4%	
Projects	121,759	126,805	121,759	121,759	157,733	121,759	121,759	121,759	121,759	221,759	121,759	121,759	1,602,128	1,613,107	99.3%	
Maintenance Reserve	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	1,461,108	1,461,107	100.0%	
Operations & Maintenance Projects	0	5,046	0	0	35,974	0	0	0	0	0	0	0	41,020	52,000	78.9%	
Capital Projects	0	0	0	0	0	0	0	0	0	100,000	0	0	100,000	100,000	100.0%	
A&G	179,446	187,660	235,600	169,686	160,986	162,298	176,363	177,366	212,587	212,587	212,587	212,587	2,299,753	2,551,043	90.1%	
Administrative & General (Allocated)	158,787	165,944	200,474	149,491	142,070	139,507	148,289	149,570	181,840	181,840	181,840	181,840	1,981,492	2,182,080	90.8%	
Generation Services Shared	20,659	21,716	35,126	20,195	18,916	22,791	28,074	27,796	30,747	30,747	30,747	30,747	318,261	368,963	86.3%	
Total O&M Cost	6,933,747	6,773,925	4,060,829	9,128,787	14,344,976	9,378,898	7,849,155	9,594,731	8,578,814	2,486,008	2,422,384	5,622,443	87,174,697	61,463,804	141.8%	
Debt Service	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	26,079,852	26,079,852	100.0%	
Revenues	10,560,770	9,655,190	3,103,737	8,914,308	8,983,306	10,026,384	6,545,670	10,463,844	8,981,512	4,331	1,465,788	5,361,894	84,066,735	53,829,414	156.2%	
ISO Energy Sales (estimated)	10,560,770	9,655,190	3,103,737	8,914,249	8,983,306	10,026,384	6,545,670	10,463,844	8,965,601	0	1,440,167	5,323,574	83,982,493	52,414,938	160.2%	
Other Income	0	0	0	59	0	0	0	0	15,911	4,331	25,621	38,320	84,242	1,414,476		
Net	\$1,453,702	\$707,944	(\$3,130,414)	(\$2,387,800)	(\$7,534,991)	(\$1,525,835)	(\$3,476,805)	(\$1,304,208)	(\$1,770,622)	(\$4,654,998)	(\$3,129,917)	(\$2,433,870)	(\$29,187,815)	(\$33,714,242)	Below budget by 13.43%	



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web [www.ncpa.com](http://www.ncpa.com)

# LEC Treasurer's Report

AGENDA ITEM NO.: 8

**Date:** April 8, 2019  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended March 31, 2019

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

Cash - At month end cash totaled \$42,843.

Investments - The carrying value of the LEC's investment portfolio totaled \$37,256,177 at month end. The current market value of the portfolio totaled \$37,021,207.

The overall portfolio had a combined weighted average interest rate of 2.198% with a bond equivalent yield (yield to maturity) of 2.004%. Investments with a maturity greater than one year totaled \$19,870,000. During the month \$6,588,502 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills decreased by 1 basis point (from 2.45% to 2.44%) and rates on one year T-Bills decreased 14 basis points (from 2.55% to 2.41%).

To the best of my knowledge and belief, all securities held by LEC as of March 31, 2019 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**

**MARCH 31, 2019**

### **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>CASH &amp; INVESTMENT BALANCE</b>	<b>1</b>
<b>CASH ACTIVITY SUMMARY</b>	<b>2</b>
<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
<b>INTEREST RATE/YIELD ANALYSIS</b>	<b>4</b>
<b>INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash & Investment Balance**  
**March 31, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 462	\$ 14,913,307	\$ 14,913,769	39.97%	\$ 14,912,911
Debt Service Reserve	-	12,308,222	12,308,222	33.00%	12,150,785
O & M Reserve	-	9,960,941	9,960,941	26.71%	9,883,804
	462	37,182,470	37,182,932	99.69%	36,947,500
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	73,707	73,707	0.20%	73,707
Transmission Upgrade Escrow <sup>1</sup>	42,381	-	42,381	0.11%	-
Participant Deposit Account	-	-	-	0.00%	-
	\$ 42,843	\$ 37,256,177	\$ 37,299,020	100.00%	\$ 37,021,207

**NOTE A -Investment amounts shown at book carrying value.**

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash Activity Summary**  
**March 31, 2019**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 794	\$ 1,915,751	\$ -	\$ (4,088,346)	\$ 2,048,422	\$ (123,379)
Debt Service Reserve	-	156	-	-	(156)	-	-
O & M Reserve	-	2,050	2,497,950	-	(2,500,000)	-	-
	-	3,000	4,413,701	-	(6,588,502)	2,048,422	(123,379)
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow <sup>1</sup>	-	10	-	-	-	-	10
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 3,010</b>	<b>\$ 4,413,701</b>	<b>\$ -</b>	<b>\$ (6,588,502)</b>	<b>\$ 2,048,422</b>	<b>\$ (123,369)</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
March 31, 2019**

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ 4,088,346	\$ (1,915,751)	\$ 24,795	\$ -	\$ -	\$ 2,197,390
Debt Service Reserve	156	-	(6,521)	-	-	(6,365)
O & M Reserve	2,500,000	(2,497,950)	30	-	-	2,080
	<u>6,588,502</u>	<u>(4,413,701)</u>	<u>18,304</u>	<u>-</u>	<u>-</u>	<u>2,193,105</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account			-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 6,588,502</u>	<u>\$ (4,413,701)</u>	<u>\$ 18,304</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,193,105</u>

**Less Non- Cash Activity**

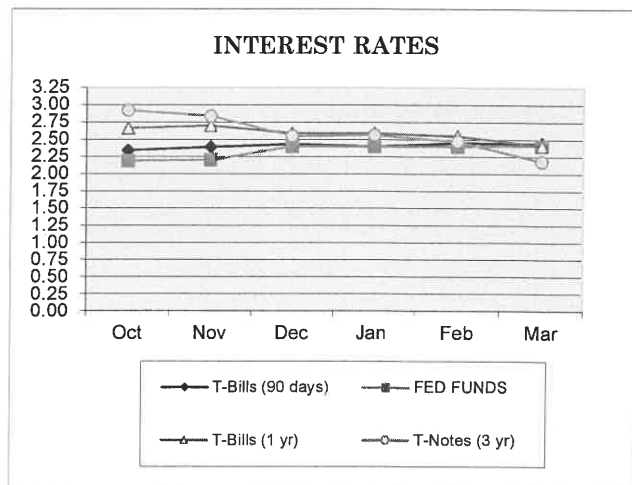
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(18,304)
<b>Net Change in Investment --Before Non-Cash Activity</b>	<u><u>\$ 2,174,801</u></u>

**NOTE A -Investment amounts shown at book carrying value.**

**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
March 31, 2019**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>2.198%</b>	<b>2.004%</b>
Debt Service Account	2.403%	2.455%
Debt Service Reserve	2.332%	1.642%
O & M Reserve	1.723%	1.774%
GHG Cash Account	2.399%	2.399%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Funds (Overnight)	2.41%	1.42%
T-Bills (90da.)	2.44%	1.64%
Agency Disc (90da.)	2.42%	1.64%
T-Bills (1yr.)	2.41%	2.02%
Agency Disc (1yr.)	2.31%	2.01%
T-Notes (3yr.)	2.18%	2.41%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
March 31, 2019**

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	\$ -	\$ 14,960	\$1,025	\$ -	\$ -	\$ 19,870	\$ -	\$ 35,855	96.34%
Corporate Bonds (MTN)	-	-	-	-	-	-	-	-	0.00%
US Bank Trust Money Market	216	-	-	-	-	-	-	216	0.58%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	363	-	-	-	-	-	-	363	0.97%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	557	-	-	-	-	-	-	557	1.50%
U.S.Treasury Bill/Note	-	227	-	-	-	-	-	227	0.61%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 1,136	\$15,187	\$1,025	\$0	\$0	\$19,870	\$0	\$ 37,218	100.00%
Total Percents	3.04%	40.81%	2.75%	0.00%	0.00%	53.39%	0.00%	100.00%	

# **NORTHERN CALIFORNIA POWER AGENCY**

## **Detail Report Of Investments**

### **APPENDIX**

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

LEC Issue#1 2010A DS Fund

03/31/2019

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	996	0.600	07/01/2013	996		1	0.600		996	SYS79003	996
Federal Home Loan Mt	USBT	4,310,000	2.405	01/11/2019	4,270,265	05/29/2019	58	2.461	4,293,191	313396GE7A	26749	4,293,300
Federal Home Loan Ba	USBT	421,000	2.405	03/19/2019	418,975	05/30/2019	59	2.450	419,329	313384GF0	26787	419,341
Federal Home Loan Ba	USBT	423,000	2.395	02/12/2019	419,961	05/31/2019	60	2.445	421,295	313384GG8A	26769	421,312
Federal Home Loan Ba	USBT	420,000	2.410	03/28/2019	418,116	06/03/2019	63	2.454	418,223	313384GK9A	26788	418,229
Fund Total and Average		\$ 5,574,996	2.404		\$ 5,528,313		59	2.458	\$ 5,553,034			\$ 5,553,178

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	10,293	0.600	07/01/2013	10,293		1	0.600	10,293	SYS79004	79004	10,293
Federal Home Loan Mt	USBT	761,000	2.405	01/11/2019	753,984	05/29/2019	58	2.461	758,032	313396GE7A	26750	758,051
Federal Home Loan Ba	USBT	728,000	2.405	03/19/2019	724,498	05/30/2019	59	2.450	725,110	313384GF0	26789	725,131
Federal Home Loan Ba	USBT	718,000	2.410	03/28/2019	714,972	05/30/2019	59	2.453	715,150	313384GF0	26790	715,164
Federal Home Loan Ba	USBT	730,000	2.395	02/12/2019	724,755	05/31/2019	60	2.445	727,058	313384GG8A	26770	727,086
Fund Total and Average		\$ 2,947,293	2.397		\$ 2,928,502		59	2.446	\$ 2,935,643			\$ 2,935,725

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	369	0.600	07/01/2013	369		1	0.600	369	SYS79011	79011	369
Federal Home Loan Mt	USBT	2,918,000	2.405	01/11/2019	2,891,098	05/29/2019	58	2.461	2,906,620	313396GE7A	26751	2,906,694
Federal Home Loan Ba	USBT	436,000	2.405	03/19/2019	433,903	05/30/2019	59	2.450	434,269	313384GF0	26791	434,281
Federal Home Loan Ba	USBT	436,000	2.410	03/28/2019	434,161	05/30/2019	59	2.453	434,269	313384GF0	26796	434,278
Federal Home Loan Ba	USBT	438,000	2.395	02/12/2019	434,853	05/31/2019	60	2.445	436,235	313384GG8A	26771	436,252
Fund Total and Average		\$ 4,228,369	2.404		\$ 4,194,384		58	2.457	\$ 4,211,762			\$ 4,211,874

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	260	0.600	07/01/2013	260		1	0.600	260	SYS79012	79012	260
Federal Home Loan Mt	USBT	366,000	2.405	01/11/2019	362,626	05/29/2019	58	2.461	364,573	313396GE7A	26752	364,582
Federal Home Loan Ba	USBT	350,000	2.405	03/19/2019	348,317	05/30/2019	59	2.450	348,611	313384GF0	26792	348,620
Federal Home Loan Ba	USBT	350,000	2.410	03/28/2019	348,524	05/30/2019	59	2.453	348,611	313384GF0	26793	348,618
Federal Home Loan Ba	USBT	350,000	2.395	02/12/2019	347,485	05/31/2019	60	2.445	348,590	313384GG8A	26772	348,603
Fund Total and Average		\$ 1,416,260	2.403		\$ 1,407,212		59	2.452	\$ 1,410,645			\$ 1,410,683

LEC Issue#1 2017A DS Fund

Federal Home Loan Mt	USBT	432,000	2.405	01/11/2019	428,017	05/29/2019	58	2.461	430,315	313396GE7A	26753	430,326
Federal Home Loan Ba	USBT	124,000	2.405	03/19/2019	123,404	05/30/2019	59	2.450	123,508	313384GF0	26794	123,511



LEC Issue#1 2017A DS Fund

03/31/2019

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	124,000	2.410	03/28/2019	123,477	05/30/2019	59	2.453	123,508	313384GF0	28795	123,510
Federal Home Loan Ba	USBT	125,000	2.395	02/12/2019	124,102	05/31/2019	60	2.445	124,496	313384GG8A	28773	124,501
Fund Total and Average		\$ 805,000	2.404		\$ 799,000		59	2.456	\$ 801,827			\$ 801,848
GRAND TOTALS:		\$ 14,971,918	2.403		\$ 14,857,411		59	2.455	\$ 14,912,911.			\$ 14,913,308

\*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 03/31/2019



Northern California Power Agency  
Treasurer's Report

03/31/2019

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	82,177	0.600	07/01/2013	82,177		1	0.600	82,177	SYS79005	79005	82,177
U.S. Treasury	USB	82,000	2.214	10/17/2018	81,041	04/25/2019	24	2.271	81,872	912796QC6	26698	81,879
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	90	1.945	84,810	912828W65	26538	84,934
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	785	1.659	4,297,172	3133EGEBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	145,648	08/12/2021	864	1.699	145,925	3137EAE9	26454	148,038
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,166	1.760	4,078,967	313379QG69	26463	4,145,577
Fund Total and Average		\$ 8,859,177	1.863		\$ 8,922,813		943	1.706	\$ 8,770,923			\$ 8,902,605

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	74,445	0.600	07/01/2013	74,445		1	0.600	74,445	SYS79006	79006	74,445
U.S. Treasury	USB	37,000	2.214	10/17/2018	36,567	04/25/2019	24	2.271	36,942	912796QC6	26699	36,945
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	438	1.540	2,167,694	313370E38	26455	2,190,912
Fund Total and Average		\$ 2,256,445	3.267		\$ 2,366,158		417	1.521	\$ 2,279,081			\$ 2,302,302

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	47,856	0.600	07/01/2013	47,856		1	0.600	47,856	SYS79013	79013	47,856
U.S. Treasury	USB	23,000	2.214	10/17/2018	22,731	04/25/2019	24	2.271	22,964	912796QC6	26700	22,966
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	91	1.400	1,029,961	3133XU3G6	26456	1,032,494
Fund Total and Average		\$ 1,095,856	4.166		\$ 1,153,295		86	1.383	\$ 1,100,781			\$ 1,103,316
GRAND TOTALS:		\$ 12,211,478	2.332		\$ 12,442,266		768	1.642	\$ 12,150,765.			\$ 12,308,223

\*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 03/31/2019

Investment #26337 FFCB Callable anytime



Northern California Power Agency  
Treasurer's Report

03/31/2019

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		288,896	2.399	07/01/2013	288,896		1	2.399	288,896	SYS70047	70047	288,896
Union Bank of Calif	UBOC	557,466	0.002	07/18/2013	557,466		1	0.002	557,466	SYS70041	70041	557,466
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	431	1.550	3,577,332	3130ABJQ0	26440	3,614,579
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	456	1.300	2,957,310	3136G3UJ2	26341	3,000,000
Federal Home Loan Mt	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,815	2.990	2,502,800	3134GS5R2	26774	2,500,000
Fund Total and Average		\$ 9,961,362	1.723		\$ 9,960,314		749	1.774	\$ 9,883,804			\$ 9,960,941
GRAND TOTALS:		\$ 9,961,362	1.723		\$ 9,960,314		749	1.774	\$ 9,883,804.			\$ 9,960,941

\*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 03/31/2019



Northern California Power Agency  
Treasurer's Report

03/31/2019

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		73,707	2.399	07/01/2013	73,707		1	2.399	73,707	SYS70046	70046	73,707
Fund Total and Average		\$ 73,707	2.399		\$ 73,707		1	2.399	\$ 73,707			\$ 73,707
GRAND TOTALS:		\$ 73,707	2.399		\$ 73,707		1	2.399	\$ 73,707			\$ 73,707

\*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 03/31/2019



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web www.ncpa.com

# LEC Treasurer's Report

AGENDA ITEM NO.: 8

**Date:** April 8, 2019  
**To:** LEC Project Participant Committee  
**Subject:** Treasurer's Report for the Month Ended February 28, 2019

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 \$166,212.

Investments - The carrying value of the LEC's investment portfolio totaled \$35,063,072 at month end. The current market value of the portfolio totaled \$34,742,518.

The overall portfolio had a combined weighted average interest rate of 1.887% with a bond equivalent yield (yield to maturity) of 1.662%. Investments with a maturity greater than one year totaled \$17,370,000. During the month \$5,013,528 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased by 5 basis points (from 2.40% to 2.45%) and rates on one year T-Bills decreased 4 basis points (from 2.59% to 2.55%).

To the best of my knowledge and belief, all securities held by LEC as of February 28, 2019 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**

**FEBRUARY 28, 2019**

### **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>CASH &amp; INVESTMENT BALANCE</b>	<b>1</b>
<b>CASH ACTIVITY SUMMARY</b>	<b>2</b>
<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
<b>INTEREST RATE/YIELD ANALYSIS</b>	<b>4</b>
<b>INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
February 28, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	\$ 123,841	\$ 12,715,916	\$ 12,839,757	36.44%	\$ 12,715,476
Debt Service Reserve	-	12,314,587	12,314,587	34.96%	12,091,712
O & M Reserve	-	9,958,862	9,958,862	28.27%	9,861,623
	<b>123,841</b>	<b>34,989,365</b>	<b>35,113,206</b>	<b>99.67%</b>	<b>34,668,811</b>
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	73,707	73,707	0.21%	73,707
Transmission Upgrade Escrow <sup>1</sup>	42,371	-	42,371	0.12%	-
Participant Deposit Account	-	-	-	0.00%	-
	<b>\$ 166,212</b>	<b>\$ 35,063,072</b>	<b>\$ 35,229,284</b>	<b>100.00%</b>	<b>\$ 34,742,518</b>

**NOTE A -Investment amounts shown at book carrying value.**

<sup>1</sup> Amount held in escrow

**Northern California Power Agency/Lodi Energy Center**  
**Treasurer's Report**  
**Cash Activity Summary**  
**February 28, 2019**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 2,627	\$ 254	\$ -	\$ (2,051,905)	\$ 2,048,422	\$ (602)
Debt Service Reserve	-	964	-	-	(964)	-	-
O & M Reserve	-	27,659	2,933,000	-	(2,960,659)	-	-
	-	31,250	2,933,254	-	(5,013,528)	2,048,422	(602)
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow <sup>1</sup>	-	11	-	-	-	-	11
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 31,261</b>	<b>\$ 2,933,254</b>	<b>\$ -</b>	<b>\$ (5,013,528)</b>	<b>\$ 2,048,422</b>	<b>\$ (591)</b>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

<sup>1</sup> Amount held in escrow



**Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
February 28, 2019**

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	\$ 2,051,905	\$ (254)	\$ 18,773	\$ -	\$ -	\$ 2,070,424
Debt Service Reserve	964	-	(6,549)	-	-	(5,585)
O & M Reserve	2,960,659	(2,933,000)	(907)	-	-	26,752
	<u>5,013,528</u>	<u>(2,933,254)</u>	<u>11,317</u>	<u>-</u>	<u>-</u>	<u>2,091,593</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account			-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u>\$ 5,013,528</u>	<u>\$ (2,933,254)</u>	<u>\$ 11,317</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,091,591</u>

**Less Non- Cash Activity**

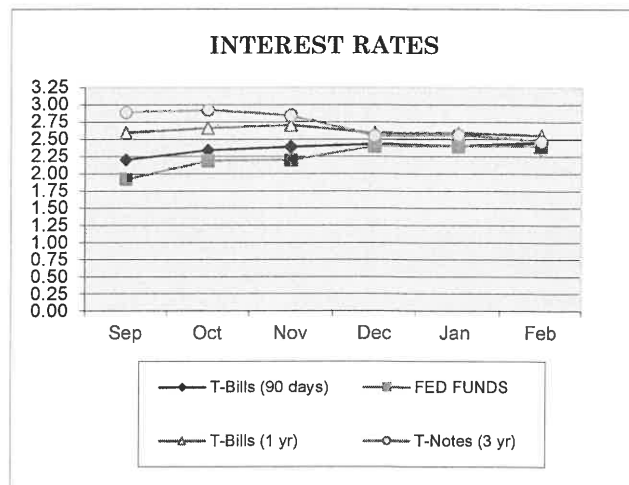
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(11,317)
Net Change in Investment --Before Non-Cash Activity	<u>\$ 2,080,274</u>

**NOTE A -Investment amounts shown at book carrying value.**

**Northern California Power Agency  
Lodi Energy Center  
Interest Rate/Yield Analysis  
February 28, 2019**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>1.887%</b>	<b>1.662%</b>
Debt Service Account	2.130%	2.176%
Debt Service Reserve	2.332%	1.642%
O & M Reserve	1.021%	1.024%
GHG Cash Account	2.399%	2.399%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Funds (Overnight)	2.40%	1.42%
T-Bills (90da.)	2.45%	1.64%
Agency Disc (90da.)	2.35%	1.64%
T-Bills (1yr.)	2.55%	2.02%
Agency Disc (1yr.)	2.37%	2.01%
T-Notes (3yr.)	2.47%	2.41%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
February 28, 2019**

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	\$ -	\$ 8,787	\$3,091	\$ -	\$ -	\$ 17,370	\$ -	\$ 29,248	83.51%
Corporate Bonds (MTN)	-	-	-	-	-	-	-	-	0.00%
US Bank Trust Money Market	2,132	-	-	-	-	-	-	2,132	6.09%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	363	-	-	-	-	-	-	363	1.04%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	3,055	-	-	-	-	-	-	3,055	8.72%
U.S.Treasury Bill/Note	-	142	85	-	-	-	-	227	0.65%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 5,550	\$8,929	\$3,176	\$0	\$0	\$17,370	\$0	\$ 35,025	100.00%
Total Percents	15.84%	25.49%	9.07%	0.00%	0.00%	49.59%	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.**

02/28/2019

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	419,358	0.600	07/01/2013	419,358		1	0.600	419,358	SYS79003	79003	419,358
Federal Home Loan Mt	USBT	4,310,000	2.405	01/11/2019	4,270,265	05/29/2019	89	2.461	4,284,226	313396GE7A	26749	4,284,374
Federal Home Loan Ba	USBT	423,000	2.395	02/12/2019	419,961	05/31/2019	91	2.445	420,411	313384GG8A	26769	420,439
Fund Total and Average		\$ 5,152,358	2.256		\$ 5,109,584		82	2.308	\$ 5,123,995			\$ 5,124,171

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	725,150	0.600	07/01/2013	725,150		1	0.600	725,150	SYS79004	79004	725,150
Federal Home Loan Mt	USBT	761,000	2.405	01/11/2019	753,984	05/29/2019	89	2.461	756,449	313396GE7A	26750	756,475
Federal Home Loan Ba	USBT	730,000	2.395	02/12/2019	724,755	05/31/2019	91	2.445	725,532	313384GG8A	26770	725,581
Fund Total and Average		\$ 2,216,150	1.809		\$ 2,203,889		61	1.845	\$ 2,207,131			\$ 2,207,206

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	434,254	0.600	07/01/2013	434,254		1	0.600	434,254	SYS79011	79011	434,254
Federal Home Loan Mt	USBT	2,918,000	2.405	01/11/2019	2,891,098	05/29/2019	89	2.461	2,900,550	313396GE7A	26751	2,900,650
Federal Home Loan Ba	USBT	438,000	2.395	02/12/2019	434,853	05/31/2019	91	2.445	435,319	313384GG8A	26771	435,348
Fund Total and Average		\$ 3,790,254	2.196		\$ 3,760,205		79	2.245	\$ 3,770,123			\$ 3,770,252

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	348,906	0.600	07/01/2013	348,906		1	0.600	348,906	SYS79012	79012	348,906
Federal Home Loan Mt	USBT	366,000	2.405	01/11/2019	362,626	05/29/2019	89	2.461	363,811	313396GE7A	26752	363,824
Federal Home Loan Ba	USBT	350,000	2.395	02/12/2019	347,485	05/31/2019	91	2.445	347,858	313384GG8A	26772	347,881
Fund Total and Average		\$ 1,064,906	1.808		\$ 1,059,017		61	1.844	\$ 1,050,575			\$ 1,060,611

LEC Issue#1 2017A DS Fund

Federal Home Loan Mt	USBT	432,000	2.405	01/11/2019	428,017	05/29/2019	89	2.461	429,417	313396GE7A	26753	429,431
Federal Home Loan Ba	USBT	125,000	2.395	02/12/2019	124,102	05/31/2019	91	2.445	124,235	313384GG8A	26773	124,243
Fund Total and Average		\$ 557,000	2.403		\$ 552,119		89	2.458	\$ 553,652			\$ 553,674

GRAND TOTALS:

		\$ 12,780,668	2.130		\$ 12,584,814		76	2.176	\$ 12,715,476.			\$ 12,715,914
--	--	---------------	-------	--	---------------	--	----	-------	----------------	--	--	---------------

\*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 02/28/2019

LEC Issue #1 2010 DSR Fund

02/28/2019

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	82,114	0.600	07/01/2013	82,114		1	0.600	82,114	SYS79005	79005	82,114
U.S. Treasury	USB	82,000	2.214	10/17/2018	81,041	04/25/2019	55	2.271	81,701	912796QC8	26698	81,723
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	121	1.945	84,751	912828WS5	26538	84,911
Federal Farm Credit	USB	4,360,000	1.660	06/06/2016	4,360,000	05/25/2021	816	1.659	4,273,628	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	895	1.699	145,151	3137EAEC9	26454	147,969
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,197	1.760	4,044,117	313379Q69	26463	4,146,767
Fund Total and Average		\$ 8,859,114	1.863		\$ 8,922,750		974	1.706	\$ 8,711,462			\$ 8,903,484

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	74,388	0.600	07/01/2013	74,388		1	0.600	74,388	SYS79006	79006	74,388
U.S. Treasury	USB	37,000	2.214	10/17/2018	36,567	04/25/2019	55	2.271	36,865	912796QC6	26699	36,875
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	469	1.540	2,166,815	313370E38	26455	2,194,108
Fund Total and Average		\$ 2,256,388	3.267		\$ 2,366,101		447	1.521	\$ 2,278,068			\$ 2,305,371

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	47,819	0.600	07/01/2013	47,819		1	0.600	47,819	SYS79013	79013	47,819
U.S. Treasury	USB	23,000	2.214	10/17/2018	22,731	04/25/2019	55	2.271	22,916	912796QC6	26700	22,922
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	122	1.400	1,031,447	3133XU9G6	26456	1,034,993
Fund Total and Average		\$ 1,095,819	4.167		\$ 1,153,258		115	1.383	\$ 1,102,182			\$ 1,105,734
GRAND TOTALS:		\$ 12,211,321	2.332		\$ 12,442,109		798	1.642	\$ 12,091,712.			\$ 12,314,589

\*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 02/28/2019

Investment #26337 FFCB Callable anytime

LEC O & M Reserve

02/28/2019

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		288,896	2.399	07/01/2013	288,896		1	2.399	288,896	SYS70047	70047	288,896
Union Bank of Califo	UBOC	3,055,417	0.002	07/18/2013	3,055,417		1	0.002	3,055,417	SYS70041	70041	3,055,417
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	462	1.550	3,569,090	3130ABJQ0	26440	3,614,549
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	487	1.300	2,948,220	3136G3JJ2	26341	3,000,000
Fund Total and Average		\$ 9,959,313	1.021		\$ 9,958,265		316	1.024	\$ 9,861,623			\$ 9,958,862
GRAND TOTALS:		\$ 9,959,313	1.021		\$ 9,958,265		315	1.024	\$ 9,861,623.			\$ 9,958,862

\*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 02/28/2019



Northern California Power Agency  
Treasurer's Report

02/28/2019

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		73,707	2.399	07/01/2013	73,707		1	2.399	73,707	SYS70046	70046	73,707
Fund Total and Average		\$ 73,707	2.399		\$ 73,707		1	2.399	\$ 73,707			\$ 73,707
GRAND TOTALS:		\$ 73,707	2.399		\$ 73,707		1	2.399	\$ 73,707.			\$ 73,707

\*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 02/28/2019





## **Lodi Energy Center Project Participant Committee**

### **LEC Financial Reports**

AGENDA ITEM NO.: 9

---

**Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** March 31, 2019 Financial Reports (Unaudited)

---

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

		<b>March</b>	
		<b>2019</b>	<b>2018</b>
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$	73,707	\$ 72,256
Interest receivable		193	164
Inventory and supplies - at average cost		2,110,855	2,110,854
Prepaid insurance		390,189	357,776
Due from (to) Agency, net		27,436,076	14,915,673
<b>TOTAL CURRENT ASSETS</b>		<b>30,011,020</b>	<b>17,456,723</b>
<b>RESTRICTED ASSETS</b>			
Cash and cash equivalents		4,488,035	3,551,260
Investments		32,722,426	33,876,442
Interest receivable		79,111	116,251
<b>TOTAL RESTRICTED ASSETS</b>		<b>37,289,572</b>	<b>37,543,953</b>
<b>ELECTRIC PLANT</b>			
Electric plant in service		423,846,087	423,802,356
Less: accumulated depreciation		(92,516,138)	(77,900,476)
		331,329,949	345,901,880
Construction work-in-progress		182,398	120,854
<b>TOTAL ELECTRIC PLANT</b>		<b>331,512,347</b>	<b>346,022,734</b>
<b>OTHER ASSETS</b>			
Unamortized excess cost on advance refunding of debt, net		1,899,376	2,282,654
Regulatory assets		24,892,523	23,082,017
<b>TOTAL OTHER ASSETS</b>		<b>26,791,899</b>	<b>25,364,671</b>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>425,604,838</b>	<b>\$ 426,388,081</b>

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

	March	
	2019	2018
<b>LIABILITIES &amp; NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts and retentions payable	\$ 3,993,293	\$ 3,201,254
Operating reserves	13,588,279	13,868,715
Current portion of long-term debt	11,480,000	10,690,000
Accrued interest payable	4,845,088	5,078,078
<b>TOTAL CURRENT LIABILITIES</b>	<b>33,906,660</b>	<b>32,838,047</b>
<b>NON-CURRENT LIABILITIES</b>		
Operating reserves and other deposits	1,157,113	1,716,023
Long-term debt, net	331,115,776	342,742,511
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>332,272,889</b>	<b>344,458,534</b>
<b>TOTAL LIABILITIES</b>	<b>366,179,549</b>	<b>377,296,581</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	39,872,680	41,271,592
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	(21,920,258)	(20,945,383)
Restricted	20,129,897	21,308,394
Unrestricted	21,342,970	7,456,897
<b>TOTAL NET POSITION</b>	<b>19,552,609</b>	<b>7,819,908</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 425,604,838</b>	<b>\$ 426,388,081</b>

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

		Nine Months Ended March	
		2019	2018
<b>SALES FOR RESALE</b>			
Participants	\$	17,386,874	\$ 18,517,116
Other		77,018,596	48,400,449
<b>TOTAL SALES FOR RESALE</b>		<b>94,405,470</b>	<b>66,917,565</b>
<b>OPERATING EXPENSES</b>			
Operations		52,302,011	32,807,952
Depreciation		10,962,621	10,959,098
Purchased power		4,200,778	4,104,690
Maintenance		2,898,163	3,006,392
Administrative and general		3,552,015	3,366,084
Transmission		710,277	766,676
Intercompany (sales) purchases		184,460	211,437
<b>TOTAL OPERATING EXPENSES</b>		<b>74,810,325</b>	<b>55,222,329</b>
<b>NET OPERATING REVENUES</b>		<b>19,595,145</b>	<b>11,695,236</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(11,068,508)	(11,447,942)
Interest income		1,081,539	558,227
Other		3,892,664	1,857,772
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(6,094,305)</b>	<b>(9,031,943)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>1,104,009</b>	<b>1,429,562</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>1,704,227</b>	<b>(2,480,578)</b>
<b>INCREASE IN NET POSITION</b>		<b>16,309,076</b>	<b>1,612,277</b>
<b>NET POSITION</b>			
Beginning of year		3,243,533	6,207,631
End of period	\$	19,552,609	\$ 7,819,908

**Lodi Energy Center  
FY 2019 Operating Costs  
As of March 31, 2019**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 4,733,380	\$ 3,063,451	\$ 1,669,929	35%	<b>A</b>
Fixed	3,443,662	2,519,872	923,790	27%	
Administration	205,529	67,066	138,463	67%	
Mandatory Costs	298,336	291,582	6,754	2%	
<b>Routine O&amp;M Costs without Labor</b>	8,680,907	5,941,971	2,738,936	32%	
<b>Labor</b>	5,284,165	3,588,558	1,695,607	32%	
<b>Total Routine O&amp;M Cost</b>	13,965,072	9,530,529	4,434,543	32%	
<b>Other Costs</b>					
Fuel	33,092,116	44,902,463	(11,810,347)	0%	<b>B</b>
CA ISO Charges	550,660	710,277	(159,617)	0%	
CA ISO Purchased Energy	5,113,848	4,200,778	913,070	18%	<b>C</b>
Debt Service	26,079,852	19,559,890	6,519,962	25%	<b>C</b>
Insurance	625,976	582,820	43,156	7%	<b>D</b>
Other Costs	124,926	90,047	34,879	28%	
Generation Services Shared	368,963	225,273	143,690	39%	
Administrative & General (Allocated)	2,182,080	1,384,131	797,949	37%	
Power Management Allocated Costs	1,446,134	1,084,601	361,533	25%	
<b>Total O&amp;M Cost</b>	83,549,627	82,270,809	1,278,818	2%	
<b>Projects</b>					
Operations & Maintenance	52,000	41,020	10,980	21%	
Capital	100,000	-	100,000	100%	
Maintenance Reserve	1,461,107	1,095,830	365,277	25%	
<b>Total Projects</b>	1,613,107	1,136,850	476,257	30%	
<b>Annual Cost</b>	85,162,734	83,407,659	1,755,075	2%	
<b>Less: Third Party Revenue</b>					
Interest Income	385,845	442,437	(56,592)	0%	
ISO Energy Sales	52,414,938	75,481,494	(23,066,556)	0%	
Ancillary Services Sales	1,028,631	1,537,102	(508,471)	0%	
	53,829,414	77,461,534	(23,632,120)	0%	
<b>Net Annual Cost to Participants</b>	\$ 31,333,320	\$ 5,946,125	\$ 25,387,195	81%	
<b>Total Variable Costs</b>	43,490,004	52,876,969	(9,386,965)		
<b>Total Fixed Costs</b>	41,672,730	30,530,690	11,142,040		
	<u>\$ 85,162,734</u>	<u>\$ 83,407,659</u>	<u>\$ 1,755,075</u>		
<b>Net Cumulative Generation (MWh)</b>	1,304,122	1,354,902			
<b>Total O&amp;M Cost Per MWh</b>	\$ 64.07	\$ 60.72			
<b>Net Annual Cost Per MWh</b>	\$ 24.03	\$ 4.39			

**Footnotes:**

**General** - The plant ran 27 days during the month.

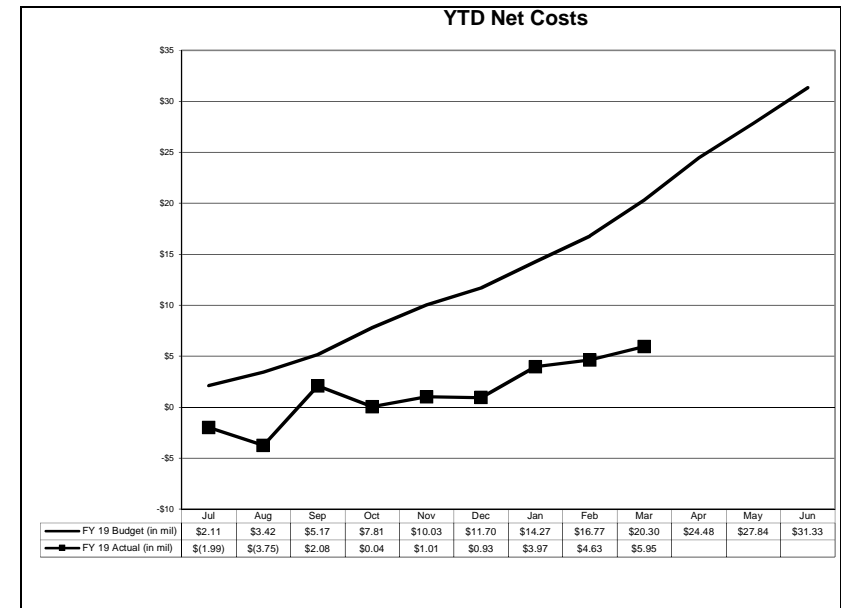
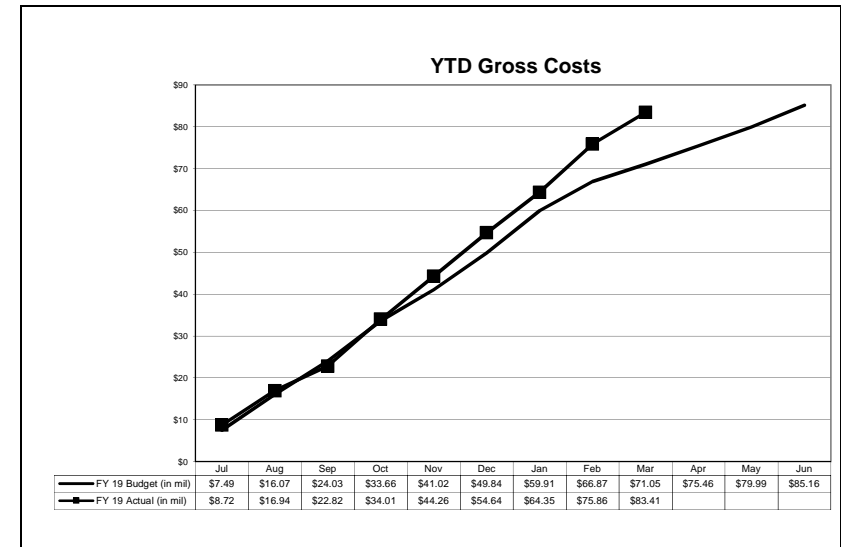
March payroll, A&G allocation and generation services allocation are estimated.

**A** - Payments for annual CEC fee.

**B** - Higher fuel costs due to higher price per mmBtu compared to budgeted price per mmBtu.

**C** - Higher than budgeted CA ISO costs due to higher GMC and energy costs.

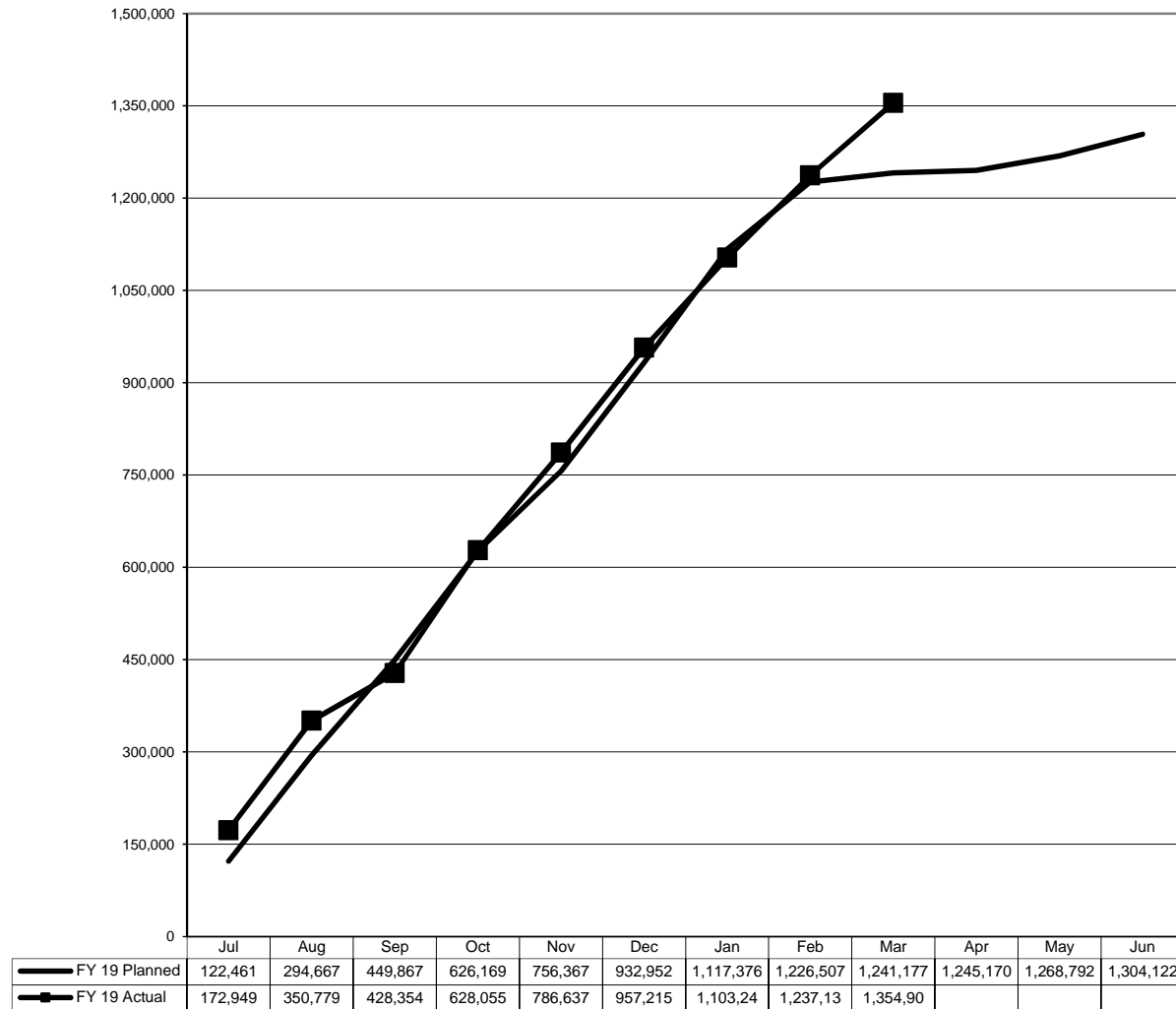
**D** - Costs reflect actual insurance paid during the year - costs projected to normalize for remainder of fiscal year.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2019

In MWh

## Lodi Energy Center





## **Lodi Energy Center Project Participant Committee**

### **LEC GHG Reports**

AGENDA ITEM NO.: 10

---

**Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** GHG Reports (excerpted from monthly ARB)

---

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) April 2019																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	18,622	44,121	1,791	240,844	13,132	10,982	63,507	13,582	71,624	5,251	17,834	172,139	11,938	685,367		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	19,432	46,443	2,264	285,170	13,703	11,561	70,083	14,540	77,587	5,779	18,946	238,563	12,548	816,619		derived
MTA Shortfall (MT)	(811)	(2,322)	(473)	(44,326)	(572)	(579)	(6,576)	(958)	(5,963)	(527)	(1,111)	(66,424)	(610)	(131,252)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	16.06	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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



2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual													Compliance Year 2013		
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Charge Code	Source
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944		Forecast/Meter
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324		Forecast/Meter
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		MARS
HVAC/Water Heater (MT)														86,000		
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206		derived
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0			CITSS
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	545,133		derived
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	498,843	498,843	545,133	545,133		derived
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(128,642)	(88,815)	(82,927)	(82,927)	MTA SHORTFALL	derived

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual												Compliance Year 2014	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806	2,523,750		Forecast/Meter
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969	17,830,293		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054			MARS
HVAC/Water Heater (MT)												173,000				
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	41,170	500,265	962,471		derived
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555	823,555		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,022,890		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,022,890		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916	138,916		CITSS
Total Monthly Activity (MT)	102,347	40,000	48,066	25,000	1,290	163,248	0	0	13,586	50,520	80,350	350	524,757	1,069,890		derived
Cumulative MT Account Balance [MTA] (MT)	647,480	687,480	735,546	760,546	761,836	925,084	925,084	925,084	938,670	989,190	930,624	930,974	930,974	930,974		derived
MTA Shortfall (MT)	(133,916)	(114,947)	(116,667)	(120,552)	(94,208)	(237,398)	(192,242)	(165,458)	(111,504)	(88,009)	(148,239)	(107,419)	(107,419)	(107,419)	MTA SHORTFALL	derived

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual												Compliance Year 2015	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216	4,215,967		Forecast/Meter
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227	29,788,520		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054				MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,977	645,558	1,608,028		derived
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	593,540	644,517	644,517	644,517		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,633,706		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,633,706		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	824,595	0	824,595	963,511		CITSS
Total Monthly Activity (MT)	41,342	250	172,100	15,000	86,000	107,327	104,000	26,021	0	58,201	375	200	610,816	1,680,706		derived
Cumulative MT Account Balance [MTA] (MT)	972,316	972,566	1,144,666	1,159,666	1,245,666	1,352,993	1,456,993	1,483,014	1,483,014	1,541,215	716,995	717,195	717,195	717,195		derived
MTA Shortfall (MT)	(74,912)	(17,239)	(119,223)	(65,715)	(116,852)	(169,705)	(233,741)	(207,346)	(157,281)	(152,282)	(123,455)	(72,678)	(72,678)	(72,678)	MTA SHORTFALL	derived

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual												Compliance Year 2016	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223	4,747,190		Forecast/Meter
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132	33,715,652		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054				MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	10,330	210,704	1,818,732		derived
Cumulative MT Obligation (MT)	682,030	692,508	729,099	747,420	748,918	775,133	804,680	817,350	827,748	836,319	650,916	661,246	661,246	661,246		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	193,975	0	193,975	1,157,486		CITSS
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	2,037,287		derived
Cumulative MT Account Balance [MTA] (MT)	928,676	928,676	931,176	962,176	962,176	1,017,176	1,017,176	1,073,776	1,073,776	1,073,776	879,801	879,801	879,801	879,801		derived
MTA Shortfall (MT)	(246,646)	(236,168)	(202,077)	(214,756)	(213,258)	(242,043)	(212,496)	(256,426)	(246,028)	(237,457)	(228,885)	(218,555)	(218,555)	(218,555)	MTA SHORTFALL	derived

2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
IDENTIFIER	Actual												Compliance Year 2017	Cumulative Totals	Charge Code	Source
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total		
Energy (MWh)	38,917	15,337	7,086	0	3,436	35,997	54,015	66,209	93,620	136,041	126,574	149,304	726,534	1,088,590		Forecast/Meter
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	29,558	266,056	403,302	464,997	675,267	969,402	901,245	1,063,441	5,249,146	7,830,656		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054			MARS
HVAC/Water Heater (MT)																
Monthly MT Emissions (MT)	16,286	6,207	3,188	0	1,595	14,358	21,764	25,094	36,441	52,314	48,636	59,229	285,110	2,103,842		derived
Cumulative MT Obligation (MT)	677,532	683,739	686,927	686,927	688,522	702,880	724,644	749,737	786,178	838,492	823,891	883,119	883,119	883,119		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	2,175,166		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	2,175,166		
														0		
NCPA Compliance Instrument Purchases (for LEC)														0		
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	63,237	0	63,237	1,220,723		CITSS
Total Monthly Activity (MT)	0	0	5,000	0	0	0	0	0	67,058	0	20,500	92,321	184,879	256,666		derived
Cumulative MT Account Balance [MTA] (MT)	879,801	879,801	884,801	884,801	884,801	884,801	884,801	884,801	951,859	951,859	909,122	1,001,443	1,001,443	1,001,443		derived
MTA Shortfall (MT)	(202,269)	(196,062)	(197,874)	(197,874)	(196,279)	(181,921)	(160,157)	(135,064)	(165,681)	(113,367)	(85,231)	(118,324)	(118,324)	(118,324)	MTA SHORTFALL	derived

2018 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
IDENTIFIER	Actual												Compliance Year 2018	Cumulative Totals	Charge Code	Source
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total		
Energy (MWh)	141,193	110,674	138,464	14,747	8,838	35,406	172,949	177,830	77,575	199,698	158,585	170,573	1,406,532	6,880,256		Forecast/Meter
Gas Schedule (MMBtu)	1,007,872	801,081	997,246	115,836	73,178	270,922	1,220,655	1,254,720	559,063	1,404,033	1,120,776	1,208,566	10,033,949	48,998,747		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		0		MARS
HVAC/Water Heater (MT)														0		
Monthly MT Emissions (MT)	54,390	43,230	53,816	6,251	3,949	14,620	65,873	67,711	30,170	75,769	60,483	65,220	541,482	2,645,324		derived
Cumulative MT Obligation (MT)	937,509	980,739	1,034,556	1,040,807	1,044,756	1,059,376	1,125,249	1,192,960	1,223,130	1,298,898	474,886	540,106	540,106	540,106		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	4,049	33,452	26,154	598,510	2,773,676		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	4,049	33,452	26,154	598,510	2,773,676		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	884,495	0	884,495	2,105,218		CITSS
Total Monthly Activity (MT)	159,100	0	34,940	16,885	53,452	35,500	33,232	140,431	61,315	4,049	33,452	26,154	598,510	2,820,676		derived
Cumulative MT Account Balance [MTA] (MT)	1,160,543	1,160,543	1,195,483	1,212,368	1,265,820	1,301,320	1,334,552	1,474,983	1,536,298	1,540,347	689,304	715,458	715,458	715,458		derived
MTA Shortfall (MT)	(223,034)	(179,804)	(160,927)	(171,561)	(221,064)	(241,944)	(209,303)	(282,023)	(313,168)	(241,449)	(214,418)	(175,352)	(175,352)	(175,352)	MTA SHORTFALL	derived

2019 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
IDENTIFIER	Actual		Estimated										Compliance Year 2019	Cumulative Totals	Charge Code	Source
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total		
Energy (MWh)	146,027	133,884	51,957	0	26,256	113,595	0	0	0	0	0	0	471,719	7,351,975		Forecast/Meter
Gas Schedule (MMBtu)	1,038,014	946,354	374,090	0	189,043	817,884	0	0	0	0	0	0	3,365,386	52,364,133		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		0		MARS
HVAC/Water Heater (MT)														0		
Monthly MT Emissions (MT)	56,016	51,070	20,188	0	10,202	44,137	0	0	0	0	0	0	181,613	2,826,937		derived
Cumulative MT Obligation (MT)	596,123	647,193	667,381	667,381	677,582	721,719	721,719	721,719	721,719	721,719	721,719	721,719	721,719	721,719		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	88,838	0	0	0	0	0	0	0	0	0	0	0	88,838	2,862,514		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	88,838	0	0	0	0	0	0	0	0	0	0	0	88,838	2,862,514		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	2,105,218		CITSS
Total Monthly Activity (MT)	88,838	0	0	0	0	0	0	0	0	0	0	0	88,838	2,909,514		derived
Cumulative MT Account Balance [MTA] (MT)	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296	804,296		derived
MTA Shortfall (MT)	(208,173)	(157,103)	(136,915)	(136,915)	(126,714)	(82,577)	(82,577)	(82,577)	(82,577)	(82,577)	(82,577)	(82,577)	(82,577)	(82,577)	MTA SHORTFALL	derived



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 11

---

**Date:** April 4, 2019

**Meeting Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** WorleyParsons Group, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

---

### Proposal

Approve the Multi-Task Professional Services Agreement with WorleyParsons Group, Inc. for project support for plant operations services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 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

Project support services related to plant operations are required from time to time at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

### Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. 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 multiple qualified providers whenever services are needed. 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 \$1,500,000 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:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with WorleyParsons Group, Inc.



## **MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND WORLEYPARSONS GROUP, 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 WorleyParsons Group, Inc., a Delaware corporation with its office located at 2330 East Bidwell Street, Suite 150, Folsom, CA 95630 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 ("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.
  - 1.2.1** If Contractor's failure to conform to this standard of performance is discovered within four (4) years of the completion of the Services under any Purchase Order, and provided that Contractor is notified of such nonconformance within thirty (30) days after the discovery thereof, then Contractor shall, as its sole obligation, re-perform the deficient Services at no cost to Agency.
- 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 FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) 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 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 tasks, 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](mailto: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; provided that in the event Agency disputes an invoice in whole or in part, the Agency shall notify Consultant in writing by the payment due date of the basis for the portion in dispute and pay the undisputed amount of the invoice within the time provided for herein. Consultant shall be entitled to suspend until fully paid, or terminate the Services under this Agreement should Agency fail to compensate Consultant in accordance with the terms and conditions of this Agreement for undisputed Services performed.

- 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 limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001

(current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$250,000. 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

**4.3 Professional Liability Insurance.** 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 (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. 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 Reserved.**

**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 defend, 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.

**5.3 Limitation of Liability.** Notwithstanding any other provision herein to the contrary:

**5.3.1** In no event shall either Party be liable to the other for special, indirect, incidental, punitive or consequential damages of any nature (regardless of whether such damages are alleged to have arisen from negligence; breach of warranty; breach of contract; or other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing) including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services, goods and utilities; damages arising from delay; claims of customers; or interest; and

**5.3.2** Consultant's maximum cumulative liability as to property damage and bodily injury under any Purchase Order issued hereunder shall be limited to the greater of the compensation received by Consultant under such Purchase Order or ten million dollars (\$10,000,000).

**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, defend, 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 may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, 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.

- 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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

WorleyParsons Group, Inc.  
Attention: Marc Pelletier  
2330 East Bidwell Street, Suite 150  
Folsom, CA 95630

///

///

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, SCPA or SCPA 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

WORLEYPARSONS GROUP, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
 General Manager

\_\_\_\_\_  
**GARRY KING,**  
 Senior Vice President-Power-US-East

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A SCOPE OF SERVICES**

WorleyParsons Group Inc. ("Consultant") shall provide the following consulting services related to project support and plant operations to the Northern California Power Agency ("Agency"), its Members, SCPPA, and/or SCPPA Members:

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

- Feasibility Studies
- Business Model Development
- Conceptual Design Cost
- Estimating Contract
- Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning service



## EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount as 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:

### 2018-2019 Rate Schedule for Billing Classifications, Hourly Rates\* and Expenses

Classification	POSITION TITLE	HOURLY RATES	
		Straight Time	Overtime
3A	Senior Project Manager / Engineering Manager	\$190.29	\$190.29
3B	Senior Supervising Engineer / Project Manager	\$169.97	\$169.97
4A	Supervising Engineer / Technical Consultant	\$151.83	\$151.83
4B	Principal Engineer / Project Engineer	\$139.05	\$139.05
5A	Sr. Engineer	\$123.05	\$123.05
5B	Engineer II	\$113.12	\$113.12
5C	Engineer I	\$102.32	\$102.32
4B	Principal Designer	\$141.72	\$172.86
5A	Sr. Designer	\$118.98	\$145.13
5D	Designer II	\$107.10	\$130.64
6A	Sr. CAD Technician	\$92.69	\$113.06
6B	CAD Technician	\$82.58	\$100.72
4B	Project Control	\$102.32	\$102.32
5A	Senior Project Control	\$123.05	\$123.05
5D	Admin Assistant/Billing	\$86.09	\$105.01
5C	Principal Document Controller	\$86.09	\$105.01
5A	Procurement	\$123.05	\$123.05

**\*Labor rates are valid through December 27, 2019.**

This is a summary rate sheet and is not indicative of all services available WorleyParsons. Additional rates may be provided on a Task Order basis Principal Project Manager, Principal Technical Consultant, Senior Technical and Construction Director. Depending on the specific skill and knowledge, positions are billed at individual hourly rates, to be negotiated per Task

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

WORLEYPARSONS GROUP, 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.



## **Lodi Energy Center Project Participant Committee Staff Report**

AGENDA ITEM NO.: 12

---

**Date:** April 4, 2019

**Meeting Date:** March 11, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** American Power Systems, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

---

### Proposal

Approve the Multi-Task General Services Agreement with American Power Systems, LLC for battery related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 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

Battery related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

### Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has an agreement with Nor-Cal Battery Co., for similar services and seeks bids from multiple qualified providers whenever services are needed. 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, 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:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)  
Multi-Task General Services Agreement with American Power Systems, LLC



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
AMERICAN POWER SYSTEMS, 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 American Power Systems, LLC, a Pennsylvania limited liability company with its principal office located at 26507 79<sup>th</sup> Avenue South, Kent, WA 98032 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 ("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 or 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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

- 4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$250,000 without prior notification to Agency.. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) or equivalent, 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). The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$500,000 without prior notification to Agency. 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.** If providing Professional Services, Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. 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 Reserved.**

**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 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 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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

**8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

**8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

**8.4.1** Immediately terminate the Agreement;

**8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

**8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or

**8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

**9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon written request of the Agency, at the Contractor's principal office. 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 design recommendations, 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 Reserved.**

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

American Power Systems, LLC  
Attention: LEGAL  
26507 79<sup>th</sup> Avenue South  
Kent, WA 98032

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.** Not applicable.

**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

AMERICAN POWER SYSTEMS, LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**JASON GARDNER,**  
Dir of Compliance

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

American Power Systems, LLC ("Contractor") shall provide battery services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Battery Testing - IEEE Capacity, Internal Resistance Capacity
- Battery maintenance - Preventive, Basic, Extended, Customized
- Battery installation
- Battery Monitoring - Central Office, Cell Sites, UPS, Remote, VRLA, Flooded
- Temporary Battery Systems - Hot Cuts, Rentals, Emergencies
- Design Recommendations - sizing, layouts, material, logistics
- Project Management- installation and multi-site scheduling
- Installation and Removal -Telecom, UPS, System Upgrades, Central Office, Cell Site, Substation, Remote Sites, Power Plants, Distribution, Batteries, Grounding, Cabling, Iron Work, Buss Work
- Site Audits - Power, Grounding, Infrastructure
- Spill Containment- Telecom, UPS, Utility, VRLA, Flooded
- Logistical Support-Labor, Material Procurement, Site Delivery, Warehousing
- Certified Battery Disposal - Removal and Recycling / Disposal of Lead Acid Batteries
- Training – System Design, Batteries, Power, Applications, Sizing, Safety, Maintenance

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:

- Contractor provides firm-fixed-price quotes for Requested Work. In the event Agency needs work performed outside of a firm-fixed-price quote, the following labor rates shall apply:
- Prevailing wage rates of one hundred fifty dollars (\$150) per hour for straight-time hours.
- Prevailing wage rates of two hundred dollar (\$200) per hour for overtime hours, including daily, Saturday, or Sunday and Holiday.
- Travel time shall be billed at the appropriate Prevailing Wage rate listed above.
- Overnight Travel Expense rate of two hundred fifty dollars (\$250) per technician per night or other such rate as required by law.

Pricing for services to be performed at NCPA Member or SCPA 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

American Power Systems, 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.: 13

---

**Date:** April 4, 2019

**Meeting Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** GEI Consultants, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

---

#### Proposal

Approve the Multi-Task Professional Services Agreement with GEI Consultants, Inc. for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five (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

GEI Consultants is an international engineering company with multidisciplinary expertise. NCPA has relied on GEI for regulatory compliance and engineering services. Past projects with GEI over the last 5 years include Dam Safety Part 12 Study Independent Consultants and the newly required Owner Dam Safety Program Audit.

#### Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place enabling agreements with Stantec, HDR Engineering, Black & Veatch and GHD Inc. for similar services. When feasible, NCPA will seek competitive bids from qualified providers and enter into additional enabling agreements as needed. The bid is awarded to the best value 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:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task Professional Services Agreement with GEI Consultants, Inc.



## **MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND GEI CONSULTANTS, 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 GEI Consultants, Inc., a corporation with its office located at 180 Grand Avenue, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_ ("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 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 tasks, 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](mailto: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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 **Automobile Liability.** 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 \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

**4.3 Professional Liability Insurance.** 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 (\$1,000,000.00) 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 defend, 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, defend, 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 may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, 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.

- 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 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, 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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

William Rettberg, Vice President  
GEI Consultants, Inc.  
180 Grand Avenue, Suite 1410  
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-signatory third parties. However, should Consultant provide services 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 Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

GEI CONSULTANTS, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY HOWARD, General Manager**

\_\_\_\_\_  
**WILLIAM RETTBERG, Vice President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



## **EXHIBIT A**

### **SCOPE OF SERVICES**

GEI Consultants, Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- Dam Safety engineering in accordance with 18 CFR12D;
- Geology, hydrology, hydraulics, geotechnical and structural engineering; and
- Preparation of signed stamped construction documents.

## 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 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

#### FEE SCHEDULE AND PAYMENT TERMS



#### FEE SCHEDULE

Personnel Category	Hourly Billing Rate \$ per hour
Staff Professional – Grade 1	\$ 118
Staff Professional – Grade 2	\$ 130
Project Professional – Grade 3	\$ 142
Project Professional – Grade 4	\$ 160
Senior Professional – Grade 5	\$ 188
Senior Professional – Grade 6	\$ 214
Senior Professional – Grade 7	\$ 255
Senior Consultant – Grade 8	\$ 286
Senior Consultant – Grade 9	\$ 348
Senior Principal – Grade 10	\$ 348
-----	
Senior CADD Drafter and Designer	\$ 142
CADD Drafter / Designer and Senior Technician	\$ 130
Field Professional	\$ 107
Technician, Word Processor, Administrative Staff	\$ 106
Office Aide	\$ 83

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

#### OTHER PROJECT COSTS

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

**Billing Rates for Specialized Technical Computer Programs** – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

#### PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Fee Schedule 2019

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:** April 4, 2019

**Meeting Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Johnson Controls, Inc. – Five Year Multi-Task General Services Agreement;  
Applicable to the following projects: All NCPA locations and Members, SCPPA,  
and SCPPA Members

---

#### Proposal

Approve the Multi-Task General Services Agreement with Johnson Controls, Inc. for HVAC and chiller maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 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

HVAC and chiller maintenance related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

#### Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has a similar agreement with ACCO Engineered Systems and seeks bids from multiple qualified providers whenever services are needed. 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, 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:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)  
Multi-Task General Services Agreement with Johnson Controls, Inc.



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

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 Johnson Controls, Inc, a corporation with its office located at 103 Woodmere Road, Suite 110, Folsom, CA 95630 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_\_\_ ("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](mailto:AcctsPayable@ncpa.com)

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

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

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



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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

**4.3     Professional Liability Insurance.** Not Applicable.

**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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

**8.4.1** Immediately terminate the Agreement;

**8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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



## **Section 10. PROJECT SITE.**

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

## **Section 11. WARRANTY.**

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

**11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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

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

**12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

**12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

**12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

**12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, 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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

**13.8 Notices.** Any written notice to Contractor shall be sent to:

Johnson Controls, Inc.  
Attention: Robert Rogers  
103 Woodmere Road, Suite 110  
Folsom, CA 95630

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

JOHNSON CONTROLS, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**DOUG MCLAUGHLIN,**  
Branch Service Manager

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF WORK

Johnson Controls, Inc. ("Contractor") shall provide HVAC and chiller maintenance related services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- HVAC maintenance
- Chiller maintenance

CT facilities specific chiller services:

<u>Covered Services Provided</u>	<u># times per year</u>
Comprehensives	1
Operational	3
Lithium Bromide Analysis	1

- ***Comprehensives:***
  - Check with appropriate customer representative for operational deficiencies
  - Check purge count and solution analysis for indication of leaks and make recommendations
  - Inspect and make recommendations of water side tubes (customer responsible for head removal and reinstall)
  - Clean area around equipment
  - Check safeties
  - Complete any required maintenance checklists, report observations to appropriate customer representative
  - Check and tighten electrical connections and contactors
  - Remove and clean pilot assembly. Inspect all burner components for wear. Clean and lubricate as needed (if direct fired)
  - Change purge pump oil if necessary
- ***Operational***
  - Check for tube fouling
  - Check with appropriate customer representative for operational deficiencies
  - Check for proper jacket temperatures of pumps (if applicable)
  - Check overall condition of unit
  - Check for proper operation of purge pump
  - Check for unusual noises, vibration and wear Report recommendations
  - Check generator heat source for proper operation (direct fired, hot water or steam)
  - Check for proper amperage draw of pumps and ultimate Vacuum

- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative
- Check for proper solution and refrigerant levels
- Check accuracy of instrumentation
- ***Lithium Bromide Analysis:***
  - Remove sample in approved container
  - Label and complete paperwork indicating present operating conditions, drop off for analysis

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:

CT Facilities Quarterly Maintenance Fee: \$1,812.50 (Labor, materials, trip charge)

Additional Service Calls: \$182.00/hour

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

Johnson Controls, 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.

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)



## **Lodi Energy Center Project Participant Committee**

### **Staff Report**

AGENDA ITEM NO..15

---

**Date:** April 3, 2019

**Meeting Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Trimark Associates, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

---

#### Proposal

Approve the Multi-Task General Services Agreement with Trimark Associates, Inc. for revenue meter related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five 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

Metering related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Trimark Associates, Inc. is a CAISO approved provider of these services.

#### Selection Process

This five year enabling contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will concurrently seek a bid from another qualified provider (Pacific Power Engineers) in order not to sole source and promote competitive bidding whenever services are needed. 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 \$2,000,000.00 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:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Trimark Associates, Inc.



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

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 Trimark Associates, Inc., a corporation, with its office located at 2365 Iron Point Road, No.100, Folsom, CA 95630\_\_\_\_ ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019, ("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** Two Million dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, 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](mailto:AcctsPayable@ncpa.com)

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

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

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



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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. 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.
- 4.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary

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

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

## **Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, 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 Contractor in its performance of Work under this Agreement. Contractor 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 defend, 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.
- 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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 Amendments.** The Parties may amend this 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 Tony Zimmer, 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:

Mark Morosky, President  
Trimark Associates, Inc.  
2365 Iron Point Road, No. 100  
Folsom, CA 95630]

With a copy to:

Tom Short, TOC Manager  
Trimark Associates, Inc.  
2365 Iron Point Road, No. 100  
Folsom, CA 9563

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.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

TRIMARK ASSOCIATES, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**MARK MOROSKY, President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission  
Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A SCOPE OF WORK**

Trimark Associates, Inc. (Contractor) shall provide maintenance services, operations services, and data services as requested by the Northern California Power Agency (Agency) at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

The services include, but are not limited to the following:

### Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, etc.
- Engineering, design, commissioning, and certification of meters
- Meter reading, SQMD Acquisition, validation, presentation of customers meter data and transmittal of data to the CAISO

### RIG-DPG

- Maintenance, installation, replacement, emergency support, software, interface devices, etc.
- Engineering, design, commissioning, and certification

### Miscellaneous Services

- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services
- Onsite and Remote Network Communication Support Services
- Project management
- Network architecture and security support
- Automated Generation Control Implementation
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Cellular service
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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



**EXHIBIT B**

**HOURLY FEES**

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

<b>Trimark Rate Sheet</b>		
<b>Department</b>	<b>Classification</b>	<b>Hourly Rate (USD)</b>
<b>Management and Consulting</b>	Program Manager / Executive QA	\$ 295
	Senior Management Consultant	\$ 245
	Director of Engineering	\$ 220
	Senior Project Manager	\$ 190
	Associate Project Manager	\$ 165
	System Integration Manager	\$ 185
	Project Coordinator	\$ 125
<b>Engineering / Systems Integration</b>	Senior Software Developer	\$ 190
	Senior Engineer	\$ 220
	Electrical Engineer	\$ 190
	Systems Integration Engineer	\$ 175
	Software Developer	\$ 165
	SCADA Engineer	\$ 185
	Communications Engineer	\$ 180
	Communications Technician	\$ 135
	Field Systems Specialist	\$ 125
	CAD Manager	\$ 150
	CAD Technician	\$ 125
<b>Electric Metering</b>	Meter Engineer	\$ 190
	Metering Supervisor / Superintendent	\$ 187
	Certified CAISO Metering Inspector	\$ 177
	Journey Meterman	\$ 185
	Apprentice Meterman	\$ 123
<b>Meter Data Management</b>	Senior Data Scientist	\$ 175
	Data Acquisition Systems Specialist	\$ 155
	Database Manager	\$ 148
	Associate Data Analyst	\$ 125
<b>Electrical Contracting / Construction</b>	Journey Electronics Technician	\$ 165
	Electronics Technician	\$ 130

Trimark Rate Sheet		
Department	Classification	Hourly Rate (USD)
	Journey Electrician	\$ 155
	Apprentice Electrician	\$ 115
	Administrative	\$ 75
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket Expenses	Cost +12%
	Travel (Mileage) Adjusted for IRS rates	\$ 0.535 / Mile
	Travel labor Time (75% of Hourly Rate)	
<b>Overtime Rates:</b> Applies to any position (1.5 times the normal rate). Sundays and holidays are the exception, which are double time.		

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

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

---

(Company name)

for contract work at:

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 D – NOT APPLICABLE**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EXHIBIT E – NOT APPLICABLE**

**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.: \_\_\_\_

---

**Date:** April 3, 2019

**Meeting Date:** April 8, 2019

**To:** Lodi Energy Center Project Participant Committee

**Subject:** Pacific Power Engineers, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

---

### Proposal

Approve the Multi-Task General Services Agreement with Pacific Power Engineers, Inc. for revenue meter related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five 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

Metering related services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Pacific Power Engineers, Inc. is a CAISO approved provider of these services.

### Selection Process

This five year enabling contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will concurrently seek a bid from another qualified provider (Trimark Associates) in order not to sole source and promote competitive bidding whenever services are needed. 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 \$2,000,000.00 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:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Pacific Power Engineers, Inc.



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

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 Pacific Power Engineers, Inc. a corporation, with its office located 9848 Business Park Drive, Suite C, Sacramento, CA 95827 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019, ("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** Two Million dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, 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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. 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.
- 4.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary

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

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

## **Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, 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 Contractor in its performance of Work under this Agreement. Contractor 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 defend, 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.
- 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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 Amendments.** The Parties may amend this 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, as applicable. 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 Tony Zimmer, 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:

Christian Arechavaleta  
Process Manager  
Pacific Power Engineers, Inc.  
9848 Business Park Dr, Suite C  
Sacramento, CA 95827

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

PACIFIC POWER ENGINEERS, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**DEREK STEWART, P.E., President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission  
Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



## **EXHIBIT A SCOPE OF WORK**

Pacific Power Engineers, Inc. (Contractor) shall provide maintenance services, operations services, and data services as requested by the Northern California Power Agency (Agency) at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

The services include, but are not limited to the following:

### **Meter Services**

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, etc.
- Engineering, design, commissioning, and certification of meters
- Meter reading, SQMD Acquisition, validation, presentation of customers meter data and transmittal of data to the CAISO

### **RIG-DPG**

- Maintenance, installation, replacement, emergency support, software, interface devices, etc.
- Engineering, design, commissioning, and certification

### **Miscellaneous Services**

- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services
- Onsite and Remote Network Communication Support Services
- Project management
- Network architecture and security support
- Automated Generation Control Implementation
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Cellular service
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

## EXHIBIT B

### HOURLY FEES

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

#### Labor Rates

Project Management	\$225/hr.
Senior Engineer	\$215/hr.
SCADA Engineer	\$195/hr.
Associate Engineering	\$185/hr.
CAISO Inspector	\$180/hr.
RIG Engineer	\$180/hr.
Technician	\$175/hr.
Fabrication Specialist	\$165/hr.
Designer	\$150/hr.
Staff	\$125/hr.

#### Labor Rate Adjustments

Expedited Services	1.4 times above rates for less than one-week notices
Holiday Services	2.0 times above rates for services on Holidays
On-site Time	Above rate for 50 hours M-F
On-site Overtime	1.4 times above rates for Sat/Sun or >50 hrs. M-F

#### Other Direct Costs

Travel Per Diem*	\$275/day
Airline Ticket	Coach Fare
Mileage	Published IRS mileage rate at time of travel
Drawings up to E size	\$10/copy
Other Expenses	Cost
Miscellaneous Project Hardware	Cost plus 10%
Omicron CT Analyzer	\$2,000/wk. plus shipping cost (1-week minimum)
Omicron CMC 356	\$2,000/wk. plus shipping cost (1-week minimum)

#### Items included in the rate and not billed separately are the following:

- Phone charges
- 11 x 17 or smaller document handling: faxes, photocopies, document standard shipping (original and one copy)
- Computer and software use (ASPEN Oneliner, MS Office, MS Project, MS Visio, Mathcad, SEL-5010, SEL-5030, DLPSET, ALPS Set, AutoCAD LT)

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

---

(Name of person signing affidavit)(Title)

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

---

(Company name)

for contract work at:

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 D – NOT APPLICABLE**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EXHIBIT E – NOT APPLICABLE**

**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.: 17

---

**Date:** April 08, 2019  
**To:** Lodi Energy Center Project Participant Committee  
**Subject:** Approval of Lodi Energy Center FY 2020 Annual Budget

---

### Proposal

Approval of the Lodi Energy Center FY 2020 Annual Budget in the amount of \$94,399,317, as well as approval to maintain the Operating Reserve Fund amount at \$11,234,776 for FY 2020, and approval of modifications to the PMOA Schedule 1, Exhibit 2.

### Background

In October 2018, the Commission approved budget guidance for the NCPA FY 2020 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 March 11<sup>th</sup> and April 08<sup>th</sup>.

All changes resulting from the budget review meetings have been incorporated into the proposed Lodi Energy Center FY 2020 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. The proposed budget calculated minimum funding level results in a required Operating Reserve fund increase of \$1,363,052.

### Assumptions

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.

	FY19	FY20	
<b>Energy Production</b>			
MWHrs	1,304,122	1,599,464	23%
Avg Rate (\$/MWHr)	41.72	48.18	15%
<b>Fuel</b>			
mmBTU	8,933,236	10,956,328	23%
Avg Rate (\$/mmBTU)	3.77	3.66	-3%
<b>Operations</b>			
Hours On-line	5,097	6,059	19%
Starts	110	75	-32%
Avg Output (MW)	256	264	3%

In addition, because of the rate changes and budget changes that occur each year, the variable costs should be updated to reflect 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 FY19 Budget	Approved FY19 VOM	Proposed FY20 Budget	Proposed FY20 VOM	Percent Change
Variable Cost	(\$)	(\$/MWHr)	(\$)	(\$/MWHr)	
Operations	1,541,076	1.15	1,557,016	0.97	-15.4%
LTSA-\$/MWHr	2,543,038	1.95	3,150,944	1.97	1.0%
Maintenance Reserve Variable	273,866	0.21	335,887	0.21	0.0%
Total	4,357,980	3.34	5,043,848	3.15	-5.6%
LTSA-\$/Start			455,719	6,076	
Forecasted Starts				75.00	
Forecasted Generation (MWHr)		1,304,122		1,599,464	22.6%

### Fiscal Impact

The Lodi Energy Center Annual Budget cost for FY 2020 is approximately \$94.4 million, which represents an increase of approximately \$9.3 million from the prior year's budget, due primarily to increased variable cost due to increased forecasted operation. Third Party Revenue forecast for FY 2020 is approximately \$74.4 million, which is about \$20.5 million more than the prior year's revenue.

The forecast Net Annual Budget Cost to Participants is approximately \$20 million which is about \$11.3 million less 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:

Ken Speer  
Assistant General Manager/Generation Services

Attachments: (# 1)

- Allocation of LEC Project Budget
- LEC Budget



LODI ENERGY CENTER  
Allocation of Project Budget  
FY 2020

ALLOCATION PERCENTAGES:

Allocation	by	Total	Azusa	BART	Biggs	CDWR	Gridley	Healdsburg	Lodi	Lompoc	MID	Plumas-Sierra	PWRPA	SVP	Ukiah
Generation Entitlement Share <sup>(1)</sup>	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		1,599,464	44,556	105,565	4,285	535,820	31,418	26,276	151,949	32,560	171,371	12,567	42,672	411,862	28,562
PROJECT COSTS:															
Fuel Cost	GES	\$ 39,513,147	\$ 1,100,718	\$ 2,607,868	\$ 105,856	\$ 13,236,904	\$ 776,157	\$ 649,122	\$ 3,753,749	\$ 804,369	\$ 4,233,557	\$ 310,455	\$ 1,054,171	\$ 10,174,635	\$ 705,586
Labor	GES	\$ 5,558,310	\$ 154,838	\$ 366,848	\$ 14,891	\$ 1,862,034	\$ 109,182	\$ 91,312	\$ 528,039	\$ 113,151	\$ 595,534	\$ 43,672	\$ 148,290	\$ 1,431,265	\$ 99,255
Variable O&M	GES	\$ 5,381,629	\$ 149,916	\$ 355,188	\$ 14,417	\$ 1,802,846	\$ 105,711	\$ 88,409	\$ 511,255	\$ 109,554	\$ 576,604	\$ 42,283	\$ 143,576	\$ 1,385,769	\$ 96,100
Fixed O&M	GES	\$ 2,646,090	\$ 73,712	\$ 174,642	\$ 7,089	\$ 886,440	\$ 51,977	\$ 43,470	\$ 251,379	\$ 53,866	\$ 283,510	\$ 20,790	\$ 70,595	\$ 681,368	\$ 47,251
O&M Administration	GES	\$ 209,845	\$ 5,846	\$ 13,850	\$ 562	\$ 70,298	\$ 4,122	\$ 3,447	\$ 19,935	\$ 4,272	\$ 1,649	\$ 5,598	\$ 54,035	\$ 3,747	
Mandatory Costs	GES	\$ 304,750	\$ 8,489	\$ 20,114	\$ 816	\$ 102,091	\$ 5,986	\$ 5,006	\$ 28,951	\$ 6,204	\$ 32,652	\$ 2,394	\$ 8,130	\$ 78,473	\$ 5,442
Inventory Stock	GES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M and Capital Projects Costs	GES	\$ 3,836,541	\$ 106,875	\$ 253,212	\$ 10,278	\$ 1,285,241	\$ 75,361	\$ 63,027	\$ 364,471	\$ 78,100	\$ 411,059	\$ 30,144	\$ 102,355	\$ 987,909	\$ 68,509
Maintenance Reserve	GES	\$ 1,496,174	\$ 41,679	\$ 98,747	\$ 4,008	\$ 501,218	\$ 29,389	\$ 24,579	\$ 142,137	\$ 30,458	\$ 160,305	\$ 11,755	\$ 39,916	\$ 385,265	\$ 26,717
Insurance	GES	\$ 674,648	\$ 18,794	\$ 44,527	\$ 1,807	\$ 226,007	\$ 13,252	\$ 11,083	\$ 64,092	\$ 13,734	\$ 72,284	\$ 5,301	\$ 17,999	\$ 173,722	\$ 12,047
Other Costs	GES	\$ 61,750	\$ 1,720	\$ 4,076	\$ 165	\$ 20,686	\$ 1,213	\$ 1,014	\$ 5,866	\$ 1,257	\$ 6,616	\$ 485	\$ 1,647	\$ 15,901	\$ 1,103
Generation Services Shared	GES	\$ 339,783	\$ 9,465	\$ 22,426	\$ 910	\$ 113,827	\$ 6,674	\$ 5,582	\$ 32,279	\$ 6,917	\$ 36,405	\$ 2,670	\$ 9,065	\$ 87,494	\$ 6,068
Transmission (CAISO)	GES	\$ 883,969	\$ 24,625	\$ 58,342	\$ 2,368	\$ 296,129	\$ 17,364	\$ 14,522	\$ 83,977	\$ 17,995	\$ 94,711	\$ 6,945	\$ 23,583	\$ 227,623	\$ 15,785
Energy Purchases (CAISO)	GES	\$ 3,826,263	\$ 106,588	\$ 252,533	\$ 10,251	\$ 1,281,798	\$ 75,159	\$ 62,858	\$ 363,495	\$ 77,891	\$ 409,957	\$ 30,063	\$ 102,081	\$ 985,263	\$ 68,326
Debt Service Cost:															
Indenture Group A Cost	ICS A	\$ 20,916,454	\$ 1,044,484	\$ 2,474,626	\$ 100,441	\$ -	\$ 736,510	\$ 615,948	\$ 3,561,968	\$ 763,262	\$ -	\$ 294,587	\$ 1,000,308	\$ 9,654,784	\$ 669,536
BAB's Subsidy (Group A)	ICS A	\$ (4,239,356)	\$ (211,696)	\$ (501,558)	\$ (20,357)	\$ -	\$ (149,276)	\$ (124,841)	\$ (721,941)	\$ (154,698)	\$ -	\$ (59,707)	\$ (202,743)	\$ (1,956,836)	\$ (135,702)
Debt and Trustee Fees (Group A)	ICS A	\$ 43,907	\$ 2,193	\$ 5,195	\$ 211	\$ -	\$ 1,546	\$ 1,293	\$ 7,477	\$ 1,602	\$ -	\$ 618	\$ 2,100	\$ 20,267	\$ 1,405
Indenture Group B Cost	ICS B	\$ 11,407,840	\$ -	\$ -	\$ -	\$ 11,407,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BAB's Subsidy (Group B)	ICS B	\$ (2,030,510)	\$ -	\$ -	\$ -	\$ (2,030,510)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Trustee Fees (Group B)	ICS B	\$ 23,135	\$ -	\$ -	\$ -	\$ 23,135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative & General	GES	\$ 2,105,792	\$ 58,661	\$ 138,982	\$ 5,641	\$ 705,440	\$ 41,364	\$ 34,594	\$ 200,050	\$ 42,868	\$ 225,621	\$ 16,545	\$ 56,180	\$ 542,241	\$ 37,603
Power Management Allocated Costs	GES	\$ 1,439,156	\$ 40,091	\$ 94,984	\$ 3,855	\$ 482,117	\$ 28,269	\$ 23,642	\$ 136,720	\$ 29,297	\$ 154,195	\$ 11,307	\$ 38,395	\$ 370,583	\$ 25,699
<b>Total Project Costs</b>		<b>\$ 94,399,317</b>	<b>\$ 2,736,996</b>	<b>\$ 6,484,600</b>	<b>\$ 263,210</b>	<b>\$ 32,273,543</b>	<b>\$ 1,929,962</b>	<b>\$ 1,614,069</b>	<b>\$ 9,333,899</b>	<b>\$ 2,000,098</b>	<b>\$ 7,315,493</b>	<b>\$ 771,957</b>	<b>\$ 2,621,250</b>	<b>\$ 25,299,762</b>	<b>\$ 1,754,477</b>
<b>Estimated price per MWh</b>		<b>\$ 59.02</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 60.23</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 42.69</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>	<b>\$ 61.43</b>
Third Party Revenue															
ISO Energy Sales	GES	\$ 72,602,551	\$ 2,022,489	\$ 4,791,768	\$ 194,502	\$ 24,321,855	\$ 1,426,132	\$ 1,192,715	\$ 6,897,242	\$ 1,477,970	\$ 7,778,855	\$ 570,438	\$ 1,936,963	\$ 18,695,157	\$ 1,296,464
Ancillary Services Sales	GES	\$ 1,432,533	\$ 39,906	\$ 94,547	\$ 3,838	\$ 479,899	\$ 28,139	\$ 23,534	\$ 136,091	\$ 29,162	\$ 153,486	\$ 11,255	\$ 38,219	\$ 368,877	\$ 25,581
Interest & Other Income	GES	\$ 94,945	\$ 2,645	\$ 6,266	\$ 254	\$ 31,807	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>\$ 74,420,929</b>	<b>\$ 2,077,142</b>	<b>\$ 4,921,255</b>	<b>\$ 199,758</b>	<b>\$ 24,882,105</b>	<b>\$ 1,464,670</b>	<b>\$ 1,224,945</b>	<b>\$ 7,083,625</b>	<b>\$ 1,517,909</b>	<b>\$ 7,942,514</b>	<b>\$ 585,853</b>	<b>\$ 1,989,305</b>	<b>\$ 19,200,351</b>	<b>\$ 1,331,498</b>
<b>Annual Project Costs, net</b>		<b>\$ 19,978,388</b>	<b>\$ 659,854</b>	<b>\$ 1,563,345</b>	<b>\$ 63,452</b>	<b>\$ 7,391,438</b>	<b>\$ 465,292</b>	<b>\$ 389,124</b>	<b>\$ 2,250,274</b>	<b>\$ 482,190</b>	<b>\$ (627,020)</b>	<b>\$ 186,104</b>	<b>\$ 631,944</b>	<b>\$ 6,099,411</b>	<b>\$ 422,979</b>
<b>Estimated price per Mwh, net</b>		<b>\$ 12.49</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ 13.79</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ (3.66)</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>	<b>\$ 14.81</b>
JPA Assessment (per PMOA)		\$ 104,789	\$ 5,877	\$ -	\$ -	\$ 70,678	\$ -	\$ -	\$ -	\$ -	\$ 22,605	\$ -	\$ 5,629	\$ -	\$ -

Summary of Variable and Fixed Project Costs:

Variable Costs	\$ 49,605,008	\$ 1,381,847	\$ 3,273,931	\$ 132,892	\$ 16,617,677	\$ 974,391	\$ 814,911	\$ 4,712,476	\$ 1,009,809	\$ 5,314,829	\$ 389,746	\$ 1,323,412	\$ 12,773,291	\$ 885,797
Fixed Costs	\$ 44,794,309	\$ 1,355,149	\$ 3,210,669	\$ 130,319	\$ 15,655,866	\$ 955,571	\$ 799,158	\$ 4,621,423	\$ 990,289	\$ 2,000,664	\$ 382,211	\$ 1,297,838	\$ 12,526,471	\$ 868,680
	<b>\$ 94,399,317</b>	<b>\$ 2,736,996</b>	<b>\$ 6,484,600</b>	<b>\$ 263,210</b>	<b>\$ 32,273,543</b>	<b>\$ 1,929,962</b>	<b>\$ 1,614,069</b>	<b>\$ 9,333,899</b>	<b>\$ 2,000,098</b>	<b>\$ 7,315,493</b>	<b>\$ 771,957</b>	<b>\$ 2,621,250</b>	<b>\$ 25,299,762</b>	<b>\$ 1,754,477</b>

FY 2019 Approved Budget (For Comparison Purpose):

Net Annual Project Costs	\$ 31,333,320	\$ 906,945	\$ 2,148,765	\$ 87,215	\$ 10,360,231	\$ 639,525	\$ 534,839	\$ 3,092,923	\$ 662,756	\$ 320,431	\$ 255,796	\$ 3,359,090	\$ 8,383,435	\$ 581,370
Project Costs (Increase)	\$ (11,354,932)	\$ (247,091)	\$ (585,420)	\$ (23,763)	\$ (2,968,793)	\$ (174,233)	\$ (145,715)	\$ (842,648)	\$ (180,566)	\$ (947,451)	\$ (69,692)	\$ (2,727,146)	\$ (2,284,023)	\$ (158,391)
	-36.24%	-27.24%	-27.24%	-27.25%	-28.66%	-27.24%	-27.24%	-27.24%	-27.24%	-295.68%	-27.25%	-81.19%	-27.24%	-27.24%

**Note:** 1 Generation Entitlement Share (GES) is synonymous with commonly used terms of Project Entitlement Share, Project Percentage, Project Share, Third Phase share.

O&M Reserve Fund Calculation:

Total O&M Costs	\$	68,344,889													
Estimated Requirement	/365*60	11,234,776	312,967	741,495	30,098	3,763,651	220,685	184,565	1,067,304	228,706	1,203,728	88,272	299,733	2,892,955	200,619
O&M Reserve balance as of February 2019		9,871,724	274,997	651,534	26,446	3,307,028	193,910	162,173	937,814	200,959	1,057,686	77,562	263,368	2,541,969	176,279
Excess Reserve Requirement		\$ 1,363,052	\$ 37,970	\$ 89,961	\$ 3,652	\$ 456,623	\$ 26,775	\$ 22,392	\$ 129,490	\$ 27,747	\$ 146,042	\$ 10,710	\$ 36,365	\$ 350,986	\$ 24,340

Excess Reserve Requirement will be credited to participants in the July 2019 All Resources Bill.

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
Routine O & M Costs					
Variable	\$1,263,067	\$4,862,143	\$4,733,380	\$5,381,629	\$648,249
Fixed	3,336,592	3,998,671	3,443,662	2,646,090	(797,572)
Administration	230,934	78,397	205,529	209,845	4,316
Mandatory Costs	291,959	388,202	298,336	304,750	6,414
Routine O & M Costs without Labor	5,122,552	9,327,413	8,680,907	8,542,314	(138,593)
Labor	5,051,714	5,068,651	5,284,165	5,558,310	274,145
Total Routine O & M Costs	10,174,266	14,396,064	13,965,072	14,100,624	135,552
Other Plant Costs					
Fuel	14,877,170	27,107,773	33,092,116	39,513,147	6,421,031
CA ISO Charges (variable)	196,309	582,528	550,660	883,969	333,309
CA ISO Energy Purchases (variable)	3,724,590	4,813,116	5,113,848	3,826,263	(1,287,585)
Debt Service	26,416,640	26,198,432	26,079,852	26,054,428	(25,424)
Insurance	765,367	568,332	625,976	674,648	48,672
Other Costs	54,826	52,101	124,926	128,792	3,866
Generation Services Shared	359,388	282,637	368,963	339,783	(29,180)
Administrative & General	1,883,356	2,084,184	2,182,080	2,105,792	(76,288)
Power Management Allocated Costs	1,479,117	1,243,649	1,446,134	1,439,156	(6,978)
Total O & M Costs	59,931,029	77,328,816	83,549,627	89,066,602	5,516,975
Projects					
Operations & Maintenance	63,652	103,459	52,000	920,683	868,683
Capital	560,000	75,374	100,000	2,915,858	2,815,858
Maintenance Reserve	2,012,800	2,012,800	1,461,107	1,496,174	35,067
Total Projects	2,636,452	2,191,633	1,613,107	5,332,715	3,719,608
<b>Annual Budget Cost</b>	<b>62,567,481</b>	<b>79,520,449</b>	<b>85,162,734</b>	<b>94,399,317</b>	<b>9,236,583</b>
Less: Third Party Revenue					
ISO Energy Sales	19,760,321	49,356,645	52,414,938	72,602,551	20,187,613
Ancillary Services Sales	396,879	1,871,139	1,028,631	1,432,533	403,902
Interest Income - Operations	61,245	109,705	94,945	94,945	0
Interest Income (NCPA)	103,723	241,473	242,355	242,355	0
Interest Income (CDWR)	6,921	56,701	48,545	48,545	0
Other Income	0	74,898	0	0	0
	20,329,089	51,710,561	53,829,414	74,420,929	20,591,515
<b>Net Annual Budget Cost To Participar</b>	<b>\$42,238,392</b>	<b>\$27,809,888</b>	<b>\$31,333,320</b>	<b>\$19,978,388</b>	<b>(\$11,354,932)</b>
Total Variable Costs	\$20,061,136	\$37,365,560	\$43,490,004	\$49,605,008	(\$33,398,143)
Total Fixed Costs	42,506,345	42,154,889	41,672,730	44,794,309	3,121,579
	<u>\$62,567,481</u>	<u>\$79,520,449</u>	<u>\$85,162,734</u>	<u>\$94,399,317</u>	<u>(\$30,276,564)</u>

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	<b>Proposed FY 2020 Budget</b>	Budget Increase/ (Decrease)
Net Annual Generation (MWh)	377,711	1,668,709	1,304,122	1,599,464	295,342
Net Annual Budget Costs per MWh	\$112	\$17	\$24	\$12	(\$12)
Variable Costs per MWh	\$53	\$22	\$33	\$31	(\$2)
Fixed Costs per KW Month	\$13	\$13	\$12	\$13	\$1

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	<b>Proposed FY 2020 Budget</b>	Budget Increase/ (Decrease)
<b>Variable O&amp;M Costs</b>					
Services -					
Variable Services	827,187	3,893,939	3,192,305	3,791,042	598,737
Waste Disposal	124,645	218,089	440,689	358,282	(82,407)
Laboratory and Testing	5,666	5,207	20,031	8,554	(11,477)
Resin Bottles and Regeneration	14,731	22,050	52,081	36,224	(15,857)
Subtotal	972,229	4,139,285	3,705,106	4,194,102	488,996
Other -					
Ammonia/Emissions Gases	71,765	115,290	253,730	189,401	(64,329)
Dry Chemicals	105,759	317,159	373,918	521,036	147,118
Bulk Chemicals	33,994	70,421	120,188	115,689	(4,499)
Specialty Chemicals	60,434	122,067	213,667	200,534	(13,133)
Laboratory and Testing	0	20,435	0	33,571	33,571
Filters	18,886	77,486	66,771	127,296	60,525
Subtotal	290,838	722,858	1,028,274	1,187,527	159,253
Total Variable O&M	<u>\$1,263,067</u>	<u>\$4,862,143</u>	<u>\$4,733,380</u>	<u>\$5,381,629</u>	<u>\$648,249</u>

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>Fixed O&amp;M Costs</b>					
Services -					
Legal	56,210	29,864	0	0	0
Electrical/Control	112,420	168,185	173,302	98,275	(75,027)
Buildings and Grounds	76,650	105,878	80,000	49,137	(30,863)
Overall Facility Expense	153,300	109,160	150,000	81,896	(68,104)
CEMS Support Contract	0	0	7,000	3,822	(3,178)
CTG and Accessories	249,368	194,943	244,000	117,384	(126,616)
HRSG/Stack	111,000	186,917	136,622	84,625	(51,997)
Ammonia System	0	0	10,000	0	(10,000)
STG and Accessories	102,200	10,279	100,000	49,137	(50,863)
Water Treatment	134,904	214,044	132,000	76,436	(55,564)
Balance of Plant	61,320	243,313	70,000	57,873	(12,127)
Network/Communication	10,220	7,495	10,000	5,460	(4,540)
Subtotal	1,067,592	1,270,078	1,112,924	624,045	(488,879)
Supplies -					
Overall Facility Expense	10,220	35,067	20,000	8,198	(11,802)
CTG and Accessories	60,298	146,821	100,000	36,711	(63,289)
HRSG/Stack	51,100	129,400	125,000	44,552	(80,448)
STG and Accessories	35,770	19,368	35,769	12,475	(23,294)
Water Treatment	76,650	94,821	76,649	26,731	(49,918)
Balance of Plant	229,950	298,277	150,000	61,660	(88,340)
Electrical/Control	32,073	73,013	40,000	16,039	(23,961)
Network/Communication	15,330	11,125	15,329	5,346	(9,983)
Buildings and Grounds	10,220	35,813	22,200	8,910	(13,290)
Tools/Shop/Warehouse Equip	0	8,174	0	0	0
Vehicles	0	0	0	0	0
Subtotal	521,611	851,879	584,947	220,622	(364,325)
Other -					
Rental	36,792	27,685	37,675	32,000	(5,675)
HRSG/Boilers					0
Water Treatment	0	384	0	0	0
GT Inlet Air Filters	0	0	0	0	0
Liquidated Gas Turbines Shared	204,360	131,568	165,730	178,496	12,766
Auxiliary Power and Utilities	378,140	662,694	387,215	435,756	48,541
Lease	1,128,097	1,054,383	1,155,171	1,155,171	0
Subtotal	1,747,389	1,876,714	1,745,791	1,801,423	55,632
Total Fixed O&M	\$3,336,592	\$3,998,671	\$3,443,662	\$2,646,090	(\$797,572)

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>Administration</b>					
Other -					
Travel	10,000	6,617	8,000	8,000	0
Staff Development	20,000	499	20,000	20,000	0
Meals & Per Diems	500	498	500	500	0
General Office Supplies	0	1	0	0	0
Awards/Functions/Meetings	2,000	3,468	4,000	4,000	0
Liquidated Gas Turbines Shared	198,434	67,314	173,029	177,345	4,316
Subtotal	230,934	78,397	205,529	209,845	4,316
Total Administration	\$230,934	\$78,397	\$205,529	\$209,845	\$4,316
<b>Mandatory Costs</b>					
Services -					
Hazardous Waste Disposal	15,000	9,908	15,360	15,000	(360)
Environmental Services/Testing	68,000	153,272	69,632	75,000	5,368
Compliance Costs	15,000	14,528	15,360	15,000	(360)
Security Services	5,000	0	5,120	5,000	(120)
Safety Services	20,000	635	20,480	20,000	(480)
Subtotal	123,000	178,343	125,952	130,000	4,048
Other -					
Permit Fees	125,000	176,540	128,000	136,000	8,000
Environmental Supplies	1,000	45	1,024	750	(274)
Safety Supplies	15,000	1,015	15,360	10,000	(5,360)
Liquidated Gas Turbines Shared	27,959	32,259	28,000	28,000	0
Subtotal	168,959	209,859	172,384	174,750	2,366
Total Mandatory Costs	\$291,959	\$388,202	\$298,336	\$304,750	\$6,414
<b>Labor</b>					
Generation	3,891,458	4,078,036	4,056,264	4,443,252	386,988
Maintenance	1,160,256	981,865	1,227,901	1,115,058	(112,843)
Power Management	0	3,230	0	0	0
Administrative	0	5,520	0	0	0
Total Labor	\$5,051,714	\$5,068,651	\$5,284,165	\$5,558,310	\$274,145
<b>CA ISO Costs</b>					
Purchased Energy	3,724,590	4,813,116	5,113,848	3,826,263	(1,287,585)
Grid Management Charge	196,309	454,841	550,660	701,055	150,395
Ancillary Services	0	68,974	0	124,020	124,020
Other Charges	0	58,713	0	58,894	58,894
Total CA ISO Costs	\$3,920,899	\$5,395,644	\$5,664,508	\$4,710,232	(\$954,276)

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>Debt Service</b>					
Issue #1 (NCPA) -					
Principal	5,653,750	6,039,167	6,545,833	6,856,667	310,834
Interest	15,578,345	14,996,468	14,370,528	14,059,787	(310,741)
BABS Interest Subsidy	(4,207,719)	(4,222,407)	(4,221,277)	(4,239,356)	(18,079)
	17,024,377	16,813,228	16,695,084	16,677,098	(17,986)
Issue #2 (CDWR) -					
Principal	4,744,583	4,744,583	4,980,833	5,222,917	242,084
Interest	6,669,587	6,669,587	6,432,358	6,184,923	(247,435)
BABS Interest Subsidy	(2,021,907)	(2,028,966)	(2,028,423)	(2,030,510)	(2,087)
	9,392,263	9,385,204	9,384,768	9,377,330	(7,438)
Total Debt Service	\$26,416,640	\$26,198,432	\$26,079,852	\$26,054,428	(\$25,424)
<b>Other Costs</b>					
Legal Services	0	0	60,000	60,000	0
Debt Fees	42,626	37,976	45,201	49,067	3,866
Trustee Fees	12,200	14,125	19,725	19,725	0
Total Other Costs	\$54,826	\$52,101	\$124,926	\$128,792	\$3,866
<b>Generation Services Shared</b>					
Salaries & Benefits	307,890	256,171	319,025	294,193	(24,832)
Other Costs	51,498	26,466	49,938	45,590	(4,348)
Total Generation Services	\$359,388	\$282,637	\$368,963	\$339,783	(\$29,180)
<b>Administrative &amp; General</b>					
Administrative Support	1,471,733	1,693,944	1,642,138	1,689,313	47,175
General Support	411,623	390,240	539,942	416,479	(123,463)
Total Administrative & General	\$1,883,356	\$2,084,184	\$2,182,080	\$2,105,792	(\$76,288)

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>O&amp;M Projects</b>					
PG&E/NCPA Shared Relay Replace	63,652	103,459	0	0	0
Vehicles	0	0	0	3,250	3,250
HRSG Outage Work	0	0	0	0	0
Steam Turbine Parts	0	0	0	0	0
CSSP Cyber Monitoring System	0	0	52,000	0	(52,000)
Network Infrastructure Improvement	0	0	0	0	0
Annual Maintenance Outage -					
Overall Facility Expense	0	0	0	82,906	82,906
CEMS Support Contract	0	0	0	3,178	3,178
CTG and Accessories	0	0	0	163,905	163,905
HRSG/Stack	0	0	0	150,823	150,823
STG and Accessories	0	0	0	63,388	63,388
Water Treatment	0	0	0	111,833	111,833
Balance of Plant	0	0	0	159,467	159,467
Network/Communication	0	0	0	14,294	14,294
Electrical/Control	0	0	0	110,686	110,686
Buildings and Grounds	0	0	0	56,953	56,953
Total Annual Outage	0	0	0	917,433	917,433
Total O&M Projects	\$63,652	\$103,459	\$52,000	\$920,683	\$868,683
<b>Capital Projects</b>					
GSU Transformer	0	0	0	2,915,858	2,915,858
Platforms (20)	0	0	100,000	0	(100,000)
Ammonia Risk Reduction	560,000	0	0	0	0
Transmission Project - Other Projects	0	75,374	0	0	0
Total Capital Projects	\$560,000	\$75,374	\$100,000	\$2,915,858	\$2,815,858



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

Projects	Notes	Total	FY 2019 Budget	Proposed FY 2020	Forecast FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029
<b>Operations &amp; Maintenance (O&amp;M)</b>													
Gas Turbine Insulation	M	\$ 275,000	\$ -	\$ -	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NFPA Purge Credit	D	200,000	-	-	200,000	-	-	-	-	-	-	-	-
Service Water Piping	M	250,000	-	-	-	50,000	-	-	200,000	-	-	-	-
Vehicles (5% Share)	D	19,500	-	3,250	3,250	3,250	3,250	3,250	3,250	-	-	-	-
Asphalt & Paving Maintenance	M	80,000	-	-	80,000	-	-	-	-	-	-	-	-
HVAC	M	40,000	-	-	-	40,000	-	-	-	-	-	-	-
CSSP Cyber Monitoring System	D	52,000	52,000	-	-	-	-	-	-	-	-	-	-
Network Infrastructure Improvement	D	-	-	-	-	-	-	-	-	-	-	-	-
Annual Maintenance Outage	M	10,517,341		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
Total O&M Projects Funding Requirement		\$ 11,433,841	\$ 52,000	\$ 920,683	\$ 1,228,206	\$ 1,341,555	\$ 1,005,754	\$ 1,035,829	\$ 1,266,806	\$ 1,095,463	\$ 1,128,327	\$ 1,162,177	\$ 1,197,042

Projects	Notes	Total	FY 2019 Budget	Proposed FY 2020	Forecast FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029
<b>Capital Projects</b>													
Platforms (20)	D	\$ 550,000	\$ 100,000	\$ -	\$ 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									
Unidentified Capital Project	D	2,000,000	-	-	500,000	-	-	-	500,000	-	500,000	500,000	-
Total Capital Projects Funding Requirement		\$ 7,690,858	\$ 100,000	\$ 2,915,858	\$ 950,000	\$ 125,000	\$ 750,000	\$ 450,000	\$ 500,000	\$ 400,000	\$ 500,000	\$ 1,000,000	\$ -

Notes:

- D Discretionary
- M Mandatory

Authorization For Budget (AFB) is prepared for all projects greater than \$100K

The above Capital Projects listing serves as a planning & budgeting tool. Agency, Federal Energy Regulatory Commission, and Governmental Accounting Standards Board capitalization rules, policies and guidelines will be applied as costs are incurred.

**Northern California Power Agency  
Maintenance Reserves - Lodi Energy Center  
Budget FY 2020**

**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										
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>LEC:</b>											
Beginning Reserve Balance	\$ 2,332,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Projected Reserve Expenditures -</b>											
Combustion Turbine (Overhaul)	-	-	(100,000)	(2,159,760)	-	-	-	(90,000)	-	-	(50,000)
Steam Turbine	-	-	-	(740,000)	-	-	(20,000)	-	-	-	-
Generators	(35,000)	-	-	-	-	(70,000)	-	-	-	-	-
Plant Projects	(1,010,000)	(640,000)	(2,340,000)	(550,000)	(1,005,000)	(1,625,000)	(520,000)	(620,000)	(1,635,000)	(776,371)	(620,000)
HRSG	(204,940)	(90,000)	(300,000)	(215,000)	(450,000)	(40,000)	(1,200,000)	(540,000)	(175,000)	(40,000)	(300,000)
<b>Total Projected Expenditures</b>	<b>(1,249,940)</b>	<b>(730,000)</b>	<b>(2,740,000)</b>	<b>(3,664,760)</b>	<b>(1,455,000)</b>	<b>(1,735,000)</b>	<b>(1,740,000)</b>	<b>(1,250,000)</b>	<b>(1,810,000)</b>	<b>(816,371)</b>	<b>(970,000)</b>
<b>Projected Reserve Funding -</b>											
Unit Overhaul	239,940	890,000	570,000	705,000	590,000	350,000	1,460,000	780,000	415,000	280,000	540,000
Plant Projects	1,221,167	606,174	962,082	863,852	1,016,504	1,295,060	224,542	944,971	1,351,370	1,528,763	1,312,173
<b>Total Projected Funding</b>	<b>1,461,107</b>	<b>1,496,174</b>	<b>1,532,082</b>	<b>1,568,852</b>	<b>1,606,504</b>	<b>1,645,060</b>	<b>1,684,542</b>	<b>1,724,971</b>	<b>1,766,370</b>	<b>1,808,763</b>	<b>1,852,173</b>
<b>Cumulative Balance</b>	<b>\$ 2,543,687</b>	<b>\$ 3,309,861</b>	<b>\$ 2,101,943</b>	<b>\$ 6,035</b>	<b>\$ 157,539</b>	<b>\$ 67,599</b>	<b>\$ 12,141</b>	<b>\$ 487,112</b>	<b>\$ 443,482</b>	<b>\$ 1,435,874</b>	<b>\$ 2,318,047</b>

**Northern California Power Agency  
FY 2020 Budget**

**LEC Operations Generation MWh**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	550	4,036	3,375	19,519	4,183	1,614	3,669	5,724	13,561	68,831	22,014	5,482	52,908	205,466
Aug-19	562	4,118	3,444	19,918	4,268	1,647	3,744	5,841	13,838	70,237	22,464	5,594	53,988	209,661
Sep-19	530	3,887	3,251	18,801	4,029	1,555	3,534	5,513	13,062	66,299	21,204	5,280	50,961	197,907
Oct-19	460	3,372	2,820	16,310	3,495	1,349	3,066	4,783	11,331	57,513	18,394	4,580	44,208	171,681
Nov-19	429	3,143	2,629	15,200	3,257	1,257	2,857	4,457	10,560	53,601	17,143	4,269	41,201	160,002
Dec-19	495	3,625	3,032	17,534	3,757	1,450	3,296	5,141	12,181	61,829	19,775	4,924	47,525	184,564
Jan-20	497	3,641	3,045	17,611	3,774	1,457	3,310	5,164	12,235	62,101	19,862	4,946	47,734	185,376
Feb-20	414	3,034	2,537	14,672	3,144	1,213	2,758	4,302	10,193	51,738	16,548	4,120	39,769	154,443
Mar-20	173	1,266	1,059	6,123	1,312	506	1,151	1,795	4,254	21,592	6,906	1,720	16,597	64,453
Apr-20	14	104	87	502	108	42	94	147	349	1,771	566	141	1,361	5,285
May-20	15	109	91	527	113	44	99	155	366	1,858	594	148	1,428	5,546
Jun-20	148	1,082	905	5,233	1,121	433	984	1,534	3,635	18,452	5,902	1,470	14,183	55,080
	4,285	31,418	26,276	151,949	32,560	12,567	28,562	44,556	105,565	535,821	171,371	42,672	411,862	1,599,464

**LEC Operations CAISO Energy Sale \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	28,507	209,033	174,820	1,010,948	216,626	83,613	190,031	296,438	702,338	3,564,915	1,140,164	283,905	2,740,196	10,641,533
Aug-19	29,570	216,847	181,352	1,048,736	224,729	86,735	197,129	307,522	728,599	3,698,174	1,182,785	294,520	2,842,624	11,039,323
Sep-19	26,045	190,961	159,709	923,569	197,907	76,386	173,606	270,820	641,641	3,256,809	1,041,621	259,370	2,503,364	9,721,809
Oct-19	18,321	134,340	112,354	649,717	139,223	53,735	122,126	190,517	451,384	2,291,103	732,763	182,462	1,761,070	6,839,112
Nov-19	17,187	126,032	105,404	609,535	130,611	50,414	114,575	178,732	423,465	2,149,413	687,446	171,177	1,652,159	6,416,150
Dec-19	20,450	149,927	125,391	725,094	155,373	59,968	136,296	212,620	503,749	2,556,912	817,774	203,630	1,965,385	7,632,570
Jan-20	21,121	154,841	129,498	748,849	160,467	61,934	140,762	219,585	520,253	2,640,682	844,567	210,303	2,029,780	7,882,640
Feb-20	16,808	123,232	103,060	595,977	127,708	49,288	112,026	174,759	414,049	2,101,602	672,155	167,370	1,615,411	6,273,446
Mar-20	7,822	57,374	47,989	277,491	59,463	22,950	52,158	81,367	192,784	978,527	312,962	77,927	752,152	2,920,967
Apr-20	898	6,613	5,530	31,990	6,856	2,644	6,014	9,378	22,223	112,803	36,080	8,983	86,706	336,719
May-20	972	7,107	5,945	34,387	7,368	2,845	6,461	10,083	23,886	121,250	38,779	9,659	93,201	361,944
Jun-20	6,797	49,824	41,664	240,952	51,634	19,925	45,293	70,656	167,394	849,672	271,753	67,668	653,106	2,536,338
	194,498	1,426,132	1,192,717	6,897,244	1,477,967	570,438	1,296,476	2,022,477	4,791,764	24,321,862	7,778,850	1,936,972	18,695,153	72,602,551

**Northern California Power Agency  
FY 2020 Budget**

**LEC Operations A/S Revenues \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	753	5,525	4,621	26,721	5,726	2,210	5,023	7,835	18,564	94,226	30,136	7,504	72,428	281,272
Aug-19	699	5,124	4,285	24,779	5,310	2,049	4,658	7,266	17,215	87,378	27,946	6,959	67,163	260,829
Sep-19	610	4,471	3,739	21,622	4,633	1,788	4,064	6,340	15,022	76,246	24,386	6,072	58,607	227,600
Oct-19	342	2,505	2,095	12,117	2,596	1,002	2,278	3,553	8,418	42,727	13,665	3,403	32,842	127,543
Nov-19	269	1,970	1,647	9,525	2,041	788	1,791	2,793	6,618	33,590	10,743	2,675	25,819	100,267
Dec-19	306	2,246	1,879	10,863	2,328	898	2,042	3,185	7,547	38,306	12,251	3,051	29,444	114,346
Jan-20	316	2,314	1,936	11,193	2,398	926	2,104	3,282	7,776	39,470	12,624	3,143	30,339	117,821
Feb-20	247	1,814	1,517	8,774	1,880	726	1,649	2,573	6,096	30,941	9,896	2,464	23,783	92,361
Mar-20	129	946	791	4,576	981	378	860	1,342	3,179	16,136	5,161	1,285	12,403	48,168
Apr-20	8	56	47	270	58	22	51	79	188	954	305	76	733	2,846
May-20	12	90	75	434	93	36	82	127	302	1,532	490	122	1,177	4,572
Jun-20	147	1,079	902	5,216	1,118	431	981	1,530	3,624	18,394	5,883	1,465	14,139	54,908
	3,838	28,139	23,534	136,091	29,162	11,255	25,581	39,906	94,547	479,899	153,486	38,219	368,877	1,432,534

**LEC Operations CAISO Energy Purchase Cost \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	1,657	12,149	10,161	58,758	12,591	4,860	11,045	17,229	40,821	207,199	66,268	16,501	159,265	618,505
Aug-19	1,736	12,728	10,645	61,558	13,191	5,091	11,571	18,051	42,767	217,073	69,426	17,288	166,854	647,978
Sep-19	1,485	10,890	9,107	52,666	11,286	4,356	9,900	15,443	36,589	185,719	59,398	14,791	142,754	554,383
Oct-19	941	6,899	5,770	33,365	7,150	2,760	6,272	9,784	23,180	117,656	37,630	9,370	90,437	351,213
Nov-19	804	5,899	4,933	28,528	6,113	2,360	5,362	8,365	19,820	100,599	32,175	8,012	77,326	300,297
Dec-19	957	7,013	5,865	33,917	7,268	2,805	6,375	9,946	23,563	119,603	38,252	9,525	91,933	357,023
Jan-20	1,009	7,396	6,185	35,768	7,664	2,958	6,723	10,488	24,849	126,129	40,340	10,045	96,950	376,503
Feb-20	765	5,605	4,688	27,107	5,809	2,242	5,095	7,949	18,832	95,588	30,572	7,613	73,474	285,338
Mar-20	423	3,105	2,597	15,017	3,218	1,242	2,823	4,403	10,433	52,956	16,937	4,217	40,705	158,076
Apr-20	46	341	285	1,651	354	136	310	484	1,147	5,821	1,862	464	4,474	17,376
May-20	57	413	346	1,999	428	165	376	586	1,389	7,049	2,254	562	5,418	21,042
Jun-20	371	2,721	2,276	13,160	2,820	1,088	2,474	3,859	9,143	46,407	14,843	3,696	35,671	138,529
	10,250	75,159	62,858	363,495	77,891	30,063	68,326	106,587	252,533	1,281,798	409,957	102,081	985,262	3,826,262

**Northern California Power Agency  
FY 2020 Budget**

**LEC Operations A/S Costs \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	49	357	298	1,726	370	143	324	506	1,199	6,085	1,946	485	4,677	18,164
Aug-19	50	370	310	1,791	384	148	337	525	1,244	6,315	2,020	503	4,854	18,851
Sep-19	44	326	273	1,577	338	130	296	462	1,096	5,561	1,779	443	4,274	16,600
Oct-19	31	230	192	1,110	238	92	209	326	771	3,915	1,252	312	3,009	11,687
Nov-19	29	215	180	1,042	223	86	196	305	724	3,673	1,175	293	2,823	10,965
Dec-19	35	256	214	1,239	266	102	233	363	861	4,370	1,397	348	3,359	13,043
Jan-20	36	265	221	1,280	274	106	241	375	889	4,513	1,443	359	3,469	13,471
Feb-20	29	211	176	1,018	218	84	191	299	708	3,591	1,149	286	2,761	10,721
Mar-20	13	98	82	474	102	39	89	139	329	1,672	535	133	1,285	4,992
Apr-20	2	11	9	55	12	5	10	16	38	193	62	15	148	575
May-20	2	12	10	59	13	5	11	17	41	207	66	17	159	619
Jun-20	12	85	71	412	88	34	77	121	286	1,451	464	116	1,116	4,332
	332	2,436	2,037	11,782	2,525	974	2,215	3,455	8,185	41,546	13,288	3,309	31,935	124,019

**LEC Operations CAISO Other Charges \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	23	169	142	819	176	68	154	240	569	2,890	924	230	2,221	8,626
Aug-19	24	176	147	850	182	70	160	249	591	2,999	959	239	2,305	8,952
Sep-19	21	155	130	749	160	62	141	220	520	2,641	845	210	2,030	7,883
Oct-19	15	109	91	527	113	44	99	155	366	1,859	595	148	1,429	5,550
Nov-19	14	102	86	495	106	41	93	145	344	1,744	558	139	1,341	5,207
Dec-19	17	122	102	588	126	49	111	173	409	2,075	664	165	1,595	6,194
Jan-20	17	126	105	608	130	50	114	178	422	2,143	685	171	1,647	6,397
Feb-20	14	100	84	484	104	40	91	142	336	1,705	545	136	1,311	5,091
Mar-20	6	47	39	225	48	19	42	66	156	794	254	63	610	2,370
Apr-20	1	5	4	26	6	2	5	8	18	92	29	7	70	273
May-20	1	6	5	28	6	2	5	8	19	98	31	8	76	294
Jun-20	6	40	34	195	42	16	37	57	136	689	220	55	530	2,057
	158	1,157	968	5,595	1,199	463	1,052	1,641	3,887	19,729	6,310	1,571	15,165	58,894

**Northern California Power Agency  
FY 2020 Budget**

**LEC Operations Grid Management Charge \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	245	1,799	1,505	8,702	1,865	720	1,636	2,552	6,045	30,685	9,814	2,444	23,587	91,598
Aug-19	250	1,832	1,532	8,862	1,899	733	1,666	2,599	6,157	31,249	9,994	2,489	24,020	93,282
Sep-19	235	1,726	1,443	8,347	1,789	690	1,569	2,448	5,799	29,435	9,414	2,344	22,625	87,864
Oct-19	201	1,471	1,230	7,115	1,525	588	1,337	2,086	4,943	25,088	8,024	1,998	19,284	74,890
Nov-19	186	1,360	1,138	6,579	1,410	544	1,237	1,929	4,571	23,200	7,420	1,848	17,833	69,254
Dec-19	214	1,569	1,312	7,587	1,626	628	1,426	2,225	5,271	26,756	8,557	2,131	20,566	79,867
Jan-20	215	1,578	1,320	7,631	1,635	631	1,434	2,238	5,302	26,911	8,607	2,143	20,685	80,331
Feb-20	179	1,310	1,095	6,334	1,357	524	1,191	1,857	4,401	22,336	7,144	1,779	17,169	66,674
Mar-20	76	555	464	2,685	575	222	505	787	1,865	9,468	3,028	754	7,277	28,262
Apr-20	6	45	38	218	47	18	41	64	151	768	246	61	590	2,293
May-20	7	48	40	233	50	19	44	68	162	822	263	65	632	2,454
Jun-20	65	477	399	2,307	494	191	434	677	1,603	8,136	2,602	648	6,254	24,286
	1,878	13,771	11,517	66,600	14,271	5,508	12,519	19,529	46,270	234,853	75,113	18,704	180,522	701,055

**LEC Operations Fuel mmbTUs**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	3,771	27,646	23,121	133,707	28,651	11,058	25,133	39,207	92,891	471,493	150,798	37,549	362,416	1,407,442
Aug-19	3,848	28,211	23,594	136,437	29,236	11,284	25,646	40,008	94,788	481,120	153,876	38,316	369,816	1,436,178
Sep-19	3,632	26,629	22,271	128,788	27,597	10,651	24,208	37,765	89,474	454,147	145,250	36,168	349,083	1,355,663
Oct-19	3,170	23,243	19,438	112,409	24,088	9,297	21,129	32,962	78,095	396,389	126,777	31,568	304,687	1,183,252
Nov-19	2,955	21,668	18,122	104,798	22,457	8,667	19,699	30,730	72,806	369,550	118,191	29,430	284,054	1,103,126
Dec-19	3,405	24,970	20,883	120,762	25,877	9,988	22,699	35,411	83,898	425,846	136,198	33,914	327,329	1,271,182
Jan-20	3,429	25,140	21,025	121,583	26,053	10,056	22,854	35,652	84,468	428,742	137,124	34,144	329,555	1,279,826
Feb-20	2,899	21,255	17,776	102,797	22,028	8,502	19,323	30,143	71,417	362,494	115,936	28,869	278,634	1,082,073
Mar-20	1,489	10,917	9,131	52,800	11,314	4,367	9,925	15,483	36,682	186,189	59,549	14,828	143,116	555,789
Apr-20	167	1,222	1,022	5,910	1,267	489	1,111	1,733	4,106	20,842	6,666	1,660	16,021	62,216
May-20	152	1,115	933	5,392	1,155	446	1,014	1,581	3,746	19,015	6,082	1,514	14,616	56,761
Jun-20	1,161	8,514	7,120	41,175	8,823	3,405	7,740	12,074	28,606	145,196	46,438	11,563	111,606	433,421
	30,077	220,530	184,436	1,066,559	228,547	88,210	200,479	312,748	740,977	3,761,023	1,202,885	299,523	2,890,933	11,226,927

**Northern California Power Agency  
FY 2020 Budget**

**LEC Operations Fuel Cost \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	11,481	84,183	70,405	407,138	87,243	33,672	76,529	119,386	282,854	1,435,697	459,179	114,337	1,103,558	4,285,661
Aug-19	11,820	86,664	72,479	419,134	89,814	34,665	78,784	122,903	291,188	1,477,999	472,708	117,706	1,136,074	4,411,938
Sep-19	11,019	80,793	67,570	390,743	83,730	32,316	73,447	114,578	271,463	1,377,882	440,688	109,733	1,059,118	4,113,081
Oct-19	9,640	70,681	59,112	341,835	73,250	28,272	64,254	100,237	237,485	1,205,417	385,528	95,998	926,552	3,598,261
Nov-19	9,147	67,064	56,088	324,345	69,502	26,825	60,967	95,108	225,335	1,143,744	365,804	91,086	879,147	3,414,162
Dec-19	10,823	79,354	66,366	383,784	82,239	31,741	72,139	112,538	266,629	1,353,343	432,839	107,779	1,040,256	4,039,829
Jan-20	11,311	82,936	69,362	401,105	85,950	33,173	75,395	117,617	278,662	1,414,422	452,374	112,643	1,087,205	4,222,155
Feb-20	9,259	67,887	56,776	328,324	70,355	27,154	61,715	96,275	228,099	1,157,774	370,291	92,204	889,931	3,456,043
Mar-20	4,584	33,608	28,107	162,540	34,830	13,443	30,552	47,662	112,922	573,167	183,316	45,646	440,569	1,710,946
Apr-20	493	3,615	3,024	17,485	3,747	1,446	3,287	5,127	12,147	61,657	19,720	4,910	47,393	184,050
May-20	445	3,266	2,732	15,796	3,385	1,306	2,969	4,632	10,974	55,701	17,815	4,436	42,815	166,273
Jun-20	3,410	25,001	20,909	120,911	25,909	10,000	22,727	35,455	84,001	426,370	136,366	33,956	327,732	1,272,747
	93,431	685,053	572,929	3,313,139	709,953	274,014	622,766	971,517	2,301,760	11,683,174	3,736,628	930,434	8,980,350	34,875,148

**LEC Operations Gas Local Distribution Charge \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	1,592	11,672	9,762	56,449	12,096	4,669	10,611	16,553	39,217	199,058	63,665	15,853	153,007	594,204
Aug-19	1,624	11,909	9,960	57,596	12,342	4,763	10,826	16,889	40,014	203,101	64,958	16,175	156,115	606,273
Sep-19	1,533	11,243	9,403	54,374	11,651	4,497	10,221	15,944	37,776	191,740	61,324	15,270	147,382	572,357
Oct-19	1,331	9,763	8,165	47,215	10,118	3,905	8,875	13,845	32,802	166,496	53,251	13,260	127,979	497,004
Nov-19	1,241	9,101	7,611	44,014	9,431	3,640	8,273	12,906	30,578	155,207	49,640	12,361	119,301	463,305
Dec-19	1,431	10,491	8,774	50,737	10,872	4,196	9,537	14,878	35,249	178,913	57,222	14,248	137,523	534,069
Jan-20	1,437	10,537	8,812	50,958	10,920	4,215	9,579	14,943	35,403	179,696	57,472	14,311	138,124	536,405
Feb-20	1,198	8,785	7,347	42,485	9,104	3,514	7,986	12,458	29,516	149,816	47,916	11,931	115,157	447,212
Mar-20	505	3,703	3,097	17,908	3,837	1,481	3,366	5,251	12,442	63,151	20,197	5,029	48,541	188,509
Apr-20	49	357	299	1,727	370	143	325	507	1,200	6,092	1,948	485	4,682	18,184
May-20	51	374	313	1,808	387	150	340	530	1,256	6,376	2,039	508	4,901	19,034
Jun-20	433	3,171	2,652	15,337	3,287	1,268	2,883	4,497	10,655	54,084	17,298	4,307	41,572	161,444
	12,425	91,104	76,193	440,610	94,416	36,441	82,821	129,201	306,108	1,553,730	496,929	123,737	1,194,285	4,637,999

**Northern California Power Agency  
FY 2020 Budget**

**LEC Operations CO2 METRIC TONS**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	204	1,493	1,249	7,220	1,547	597	1,357	2,117	5,016	25,461	8,143	2,028	19,570	76,002
Aug-19	208	1,523	1,274	7,368	1,579	609	1,385	2,160	5,119	25,980	8,309	2,069	19,970	77,554
Sep-19	196	1,438	1,203	6,955	1,490	575	1,307	2,039	4,832	24,524	7,843	1,953	18,850	73,206
Oct-19	171	1,255	1,050	6,070	1,301	502	1,141	1,780	4,217	21,405	6,846	1,705	16,453	63,896
Nov-19	160	1,170	979	5,659	1,213	468	1,064	1,659	3,932	19,956	6,382	1,589	15,339	59,569
Dec-19	184	1,348	1,128	6,521	1,397	539	1,226	1,912	4,530	22,996	7,355	1,831	17,676	68,644
Jan-20	185	1,358	1,135	6,566	1,407	543	1,234	1,925	4,561	23,152	7,405	1,844	17,796	69,111
Feb-20	157	1,148	960	5,551	1,190	459	1,043	1,628	3,857	19,575	6,261	1,559	15,046	58,432
Mar-20	80	590	493	2,851	611	236	536	836	1,981	10,054	3,216	801	7,728	30,013
Apr-20	9	66	55	319	68	26	60	94	222	1,125	360	90	865	3,360
May-20	8	60	50	291	62	24	55	85	202	1,027	328	82	789	3,065
Jun-20	63	460	384	2,223	476	184	418	652	1,545	7,841	2,508	624	6,027	23,405
	1,624	11,909	9,960	57,594	12,342	4,763	10,826	16,888	40,013	203,095	64,956	16,174	156,110	606,254

**LEC Operations Emissions Cost \$**

Month	BIG	GRI	HEA	LOD	LOM	PLU	UKI	AZUSA	BART	CDWR	MID	PWRPA	SNCL	Total
Jul-19	3,121	22,884	19,138	110,674	23,716	9,153	20,803	32,453	76,889	390,272	124,821	31,081	299,986	1,164,992
Aug-19	3,185	23,351	19,529	112,934	24,200	9,340	21,228	33,116	78,459	398,241	127,369	31,715	306,110	1,188,778
Sep-19	3,006	22,042	18,434	106,603	22,843	8,817	20,038	31,259	74,061	375,914	120,229	29,937	288,949	1,122,133
Oct-19	2,608	19,121	15,992	92,476	19,816	7,648	17,383	27,117	64,246	326,099	104,296	25,970	250,659	973,431
Nov-19	2,430	17,820	14,904	86,185	18,468	7,128	16,200	25,272	59,876	303,916	97,201	24,203	233,607	907,211
Dec-19	2,804	20,556	17,192	99,415	21,303	8,222	18,687	29,152	69,068	350,570	112,123	27,919	269,468	1,046,478
Jan-20	2,905	21,302	17,815	103,023	22,076	8,521	19,365	30,210	71,574	363,291	116,191	28,932	279,246	1,084,450
Feb-20	2,420	17,747	14,843	85,832	18,392	7,099	16,134	25,169	59,630	302,670	96,803	24,104	232,649	903,492
Mar-20	1,010	7,406	6,194	35,820	7,676	2,962	6,733	10,503	24,885	126,312	40,398	10,059	97,090	377,050
Apr-20	83	607	508	2,937	629	243	552	861	2,041	10,357	3,313	825	7,961	30,917
May-20	87	637	533	3,082	660	255	579	904	2,141	10,869	3,476	866	8,354	32,444
Jun-20	863	6,329	5,293	30,611	6,559	2,532	5,754	8,976	21,266	107,943	34,523	8,596	82,971	322,218
	24,522	179,804	150,375	869,591	186,340	71,920	163,456	254,992	604,137	3,066,454	980,744	244,209	2,357,050	9,153,594



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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>Shared Costs</b>					
Fixed O&M	\$308,501	\$204,355	\$261,500	\$279,525	\$18,025
Administration	283,476	96,163	247,184	253,350	6,166
Mandatory	39,941	46,085	40,000	40,000	0
<b>Shared Costs without Labor</b>	<b>\$631,918</b>	<b>\$346,602</b>	<b>\$548,684</b>	<b>\$572,875</b>	<b>\$24,191</b>
<b>Summary of Costs by Subprograms per PMOA Schedule 4.00</b>					
Anhydrous Ammonia System (Alloc 1)	15,698	1,908	9,000	10,000	1,000
Administration/Warehouse Building (Alloc 2)	509,471	277,932	448,184	471,875	23,691
230 Kv Switchyard Common Equip (Alloc 4)	65,931	38,577	45,000	45,000	0
Tooling and Special Equipment (Alloc 5)	4,312	1,261	7,500	7,000	(500)
Vehicle Usage (Alloc 7)	36,506	26,924	39,000	39,000	0
	<b>\$631,918</b>	<b>\$346,602</b>	<b>\$548,684</b>	<b>\$572,875</b>	<b>\$24,191</b>
<b>Liquidation to Plants</b>					
<b>CT 1</b>					
O&M & Inventory	\$55,699	\$40,665	\$55,320	\$57,363	\$2,043
Administration	34,017	11,540	29,662	30,402	740
Mandatory	4,793	5,530	4,800	4,800	0
	<b>94,509</b>	<b>57,735</b>	<b>89,782</b>	<b>92,565</b>	<b>2,783</b>
<b>CT 2</b>					
O&M & Inventory	48,442	32,122	40,450	43,666	3,216
Administration	51,026	17,309	44,493	45,603	1,110
Mandatory	7,189	8,295	7,200	7,200	0
	<b>106,657</b>	<b>57,726</b>	<b>92,143</b>	<b>96,469</b>	<b>4,326</b>
<b>LEC</b>					
O&M & Inventory	204,360	131,568	165,730	178,496	12,766
Administration	198,433	67,314	173,029	177,345	4,316
Mandatory	27,959	32,259	28,000	28,000	0
	<b>430,752</b>	<b>231,141</b>	<b>366,759</b>	<b>383,841</b>	<b>17,082</b>
	<b>\$631,918</b>	<b>\$346,602</b>	<b>\$548,684</b>	<b>\$572,875</b>	<b>\$24,191</b>

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>Fixed O&amp;M Costs</b>					
Services -					
Legal Services (Alloc 2)	23,484	531	10,000	11,000	1,000
Tools/Shop/Warehouse (Alloc 2)	0	4,972	3,000	5,000	2,000
Buildings and Grounds (Alloc 2)	5,478	6,078	24,000	22,000	(2,000)
Ammonia System (Alloc 1)	15,698	1,488	9,000	9,000	0
Switchyard (Alloc 4)	20,931	8,700	12,000	12,000	0
Overall Facility Expense (Alloc 2)	0	282	0	1,025	1,025
Network/Communication (Alloc 5)	0	1,263	0	0	0
Balance of Plant (Alloc 2)	5,110	13,406	5,000	12,000	7,000
Electric/Control (Alloc 2)	0	6,739	0	3,000	3,000
Vehicle (Alloc 7)	5,110	6,620	12,000	12,000	0
	75,811	50,079	75,000	87,025	12,025
Materials & Supplies -					
Buildings and Grounds (Alloc 2)	0	2,031	20,000	20,000	0
Overall Facility Expense (Alloc 2)	0	20,138	10,000	14,500	4,500
Ammonia System (Alloc 1)	0	420	0	1,000	1,000
Switchyard (Alloc 4)	0	2,114	5,000	5,000	0
Network/Communication (Alloc 5)	4,312	0	7,500	7,000	(500)
Balance of Plant (Alloc 2)	47,094	4,441	0	5,000	5,000
Tools/Shop/Warehouse Equipment (Alloc 2)	31,396	35,195	35,000	35,000	0
Electric/Control (Alloc 2)	0	4,264	0	2,000	2,000
Vehicle (Alloc 7)	31,396	20,305	27,000	27,000	0
	114,198	88,907	104,500	116,500	12,000
Other Costs -					
Telephone & Dedicated Comm. (Alloc 2)	0	0	3,000	3,000	0
Maintenance Connection (Alloc 4)	45,000	27,763	28,000	28,000	0
Aux Power and Utilities (Alloc 2)	68,259	36,371	35,000	35,000	0
Equipment Rentals (Alloc 2)	5,233	1,234	16,000	10,000	(6,000)
	118,492	65,368	82,000	76,000	(6,000)
	<u>\$308,501</u>	<u>\$204,354</u>	<u>\$261,500</u>	<u>\$279,525</u>	<u>\$18,025</u>

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Budget Increase/ (Decrease)
<b>Administration Expense</b>					
Services -					
Office Equipment (Alloc 2)	5,417	320	5,417	5,300	(117)
General Office (Alloc 2)	2,555	1,083	2,555	2,400	(155)
Janitorial Services (Alloc 2)	10,220	9,860	10,220	11,000	780
	18,192	11,263	18,192	18,700	508
Other Costs -					
Travel (Alloc 2)	55,249	7,681	25,000	25,000	0
Staff Development (Alloc 2)	52,904	10,262	52,904	53,000	96
Meals & Per Diems (Alloc 2)	511	134	511	550	39
Safety Incentive Program (Alloc 2)	0	0	1,500	1,500	0
Community Relations (Alloc 2)	1,022	0	1,022	1,000	(22)
Janitorial Supplies & Misc Expenses (Alloc 2)	39,091	16,568	35,000	35,000	0
Office Equipment (Alloc 2)	61,831	19,665	55,000	55,000	0
General Office Supplies (Alloc 2)	46,909	17,948	40,000	40,000	0
Computer (software,hardware,network,...) (Allo	0	171	10,000	10,000	0
Awards/Functions/Meetings (Alloc 2)	5,212	10,486	5,500	11,000	5,500
Publications (Alloc 2)	2,555	1,987	2,555	2,600	45
	265,284	84,900	228,992	234,650	5,658
	\$283,476	\$96,163	\$247,184	\$253,350	\$6,166
<b>Mandatory Costs</b>					
Services -					
Safety Services (Alloc 2)	0	20,260	0	0	0
	0	20,260	0	0	0
Other Costs -					
Permit Fees (Alloc 2)	0	65	0	0	0
Environmental Supplies (Alloc 2)	0	529	0	0	0
Safety Supplies & Equipment (Alloc 2)	39,941	25,231	40,000	40,000	0
	39,941	25,825	40,000	40,000	0
	39,941	46,085	40,000	40,000	0

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

	FY 2018 Budget	FY 2018 Actual	FY 2019 Budget	Proposed FY 2020 Budget	Increase/ (Decrease)
Routine O&M Costs					
Operations	\$ 100,000	\$ 99,235	\$ 90,000	\$ 76,401	\$ (13,599)
Administration	54,000	(44,744)	54,000	50,500	(3,500)
Routine O&M w/o Labor	154,000	54,491	144,000	126,901	(17,099)
Labor	1,279,048	1,028,599	1,323,528	1,227,032	(96,496)
Total Routine O&M Costs	1,433,048	1,083,090	1,467,528	1,353,933	(113,595)
Occupancy Cost	59,934	51,779	63,178	63,249	71
<b>Annual Budget Cost</b>	<b>\$ 1,492,982</b>	<b>\$ 1,134,869</b>	<b>1,530,706</b>	<b>1,417,182</b>	<b>(113,524)</b>
Less Funding					
Generation Services Shared - Liquidation	(1,492,982)	(1,134,869)	(1,530,706)	(1,417,182)	113,524
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

	Person Years FY 20	Allocation FY 20 %
Allocated		
Hydro	19.18	22.1%
CT 1	4.44	5.1%
CT 2	3.27	3.8%
LEC	20.78	24.0%
Geo	39.00	45.0%
	86.67	100.0%

Allocation based on FTE person years.

\$ 487,532	349,007	\$ 342,698	\$ 313,621	\$ (29,077)
80,734	40,180	63,072	72,601	9,528
75,786	58,987	59,141	53,469	(5,672)
510,711	451,379	368,963	339,784	(29,180)
994,857	823,041	696,831	637,707	(59,124)
<b>\$ 2,149,621</b>	<b>\$ 1,722,594</b>	<b>\$ 1,530,706</b>	<b>\$ 1,417,182</b>	<b>\$ (113,524)</b>

Northern California Power Agency  
Calculation of JPA Assessment for Fiscal Year 2020 Budget

JPA Assessment Amount \$ / MWh			\$0.150	
Member	CY18 Energy Delivered MWh	Share %	JPA Assessment	Participant Revenue Share
Alameda	347,535	3.9806%	\$52,132	\$4,475
BART	407,496	4.6674%	61,126	5,247
Biggs	15,636	0.1791%	2,346	201
Gridley	33,375	0.3823%	5,006	430
Healdsburg	76,705	0.8786%	11,506	988
Lodi	426,488	4.8850%	63,975	5,492
Lompoc	135,526	1.5523%	20,330	1,745
Palo Alto	906,251	10.3801%	135,942	11,670
Plumas Sierra	154,242	1.7667%	23,137	1,986
Port Of Oakland	104,879	1.2013%	15,732	1,351
Redding	756,006	8.6592%	113,405	9,735
Roseville	1,199,896	13.7435%	179,990	15,452
Santa Clara	3,694,413	42.3155%	554,180	47,575
Shasta Lake	203,493	2.3308%	30,525	2,620
Truckee Donner	158,790	1.8188%	23,819	2,045
Ukiah	109,901	1.2588%	16,486	1,415
Subtotal NCPA Participants	8,730,633	100.0000%	1,309,637	\$112,428
<b>Other participants:</b>				
TID <sup>1</sup>	804,439		7,639	
Other LEC Participants:				
City of Azusa <sup>2</sup>	n/a		5,877	
CDWR <sup>2</sup>	n/a		70,678	
MID <sup>2</sup>	n/a		22,605	
PWRPA <sup>2</sup>	n/a		5,629	
Subtotal Other LEC participants			104,789	
Subtotal Other participants	-		112,428	
<b>Total NCPA and Other</b>			<b>\$1,422,065</b>	

<sup>1</sup> CY2018 MWh share of Geothermal generation ( \$0.150 x 6.3305% x 804,439 MWh)

<sup>2</sup> Per LEC Project Management and Operations Agreement, Article 6.2.1.b

JPA Cost rate x GES x Annual CY Mwh Generation

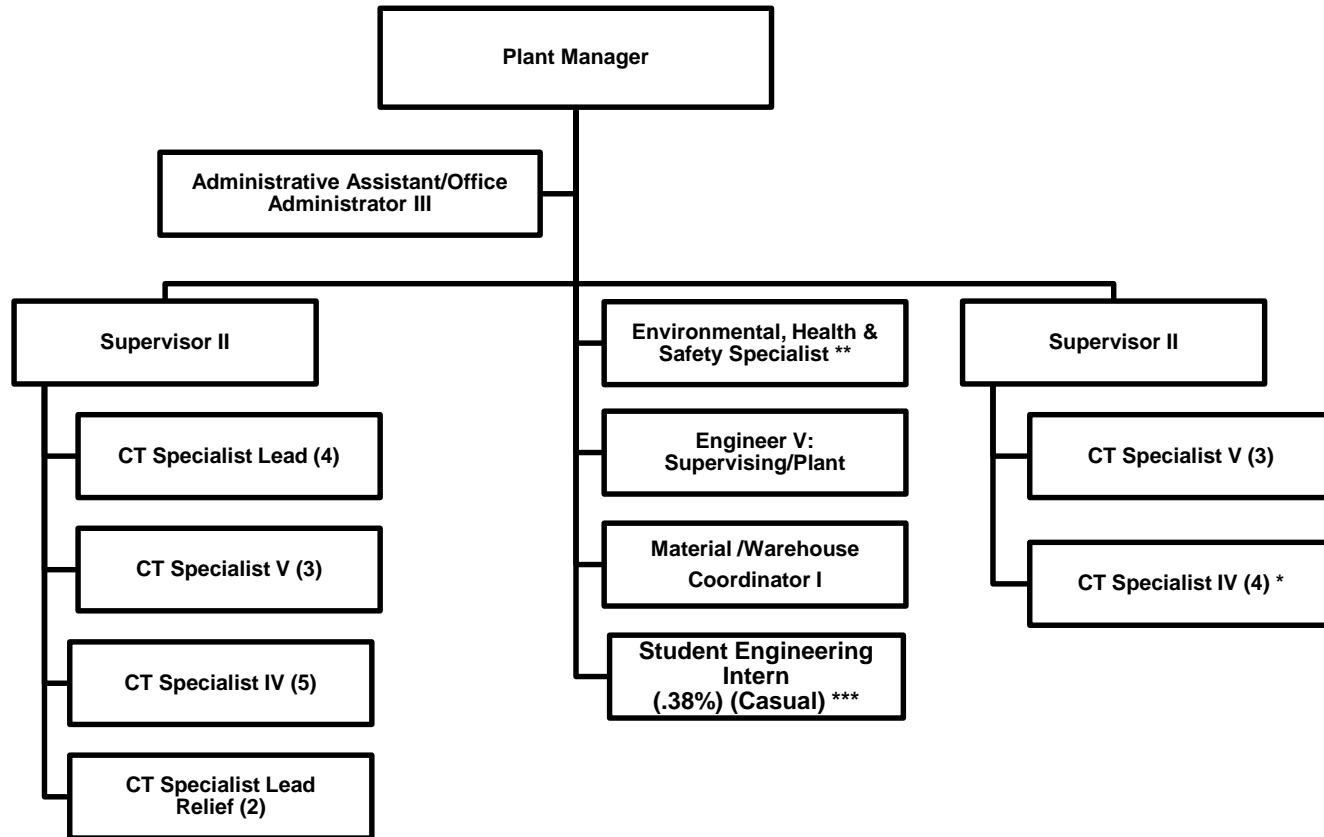
Azusa \$0.150 x 2.7857% x 1,406,533

CDWR \$0.150 x 33.5000% x 1,406,533

MID \$0.150 x 10.7143% x 1,406,533

PWRPA \$0.150 x 2.6679% x 1,406,533

# 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 2019-2020  
Generation Services  
Org. 610 - Combustion Turbine and Lodi Energy Center Facilities (CT 1, CT 2 & LEC)

No.	Name	Position	CT 1			CT 2			LEC			TOTAL
			Facility Mgmt & Admin	Operations	Maintenance	Facility Mgmt & Admin	Operations	Maintenance	Facility Mgmt & 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	
			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	
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	Lawson, Jeremy	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	Saylor, Brooklyn	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	Johnson, Tom	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	Ropp, Michael	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	Vacant	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
Total in Person Years			1.21	1.16	2.02	1.21	1.23	0.78	4.96	11.62	4.20	28.38
Total Budget \$			\$ 300,503	\$ 320,008	\$ 529,457	\$ 300,503	\$ 338,613	\$ 206,776	\$ 1,232,006	\$ 3,211,246	\$ 1,115,058	\$ 7,554,168

\* Position added in FY 2019-2020  
\*\* Engineer III reclassified to Environmental Health and Safety Specialist FY 2018-2019  
\*\*\* Position added in FY 2016-2017

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-19	6,545,833	14,370,528	(4,519,569)	16,396,792
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>\$ 226,841,667</u>	<u>\$ 208,842,131</u>	<u>\$ (71,303,027)</u>	<u>\$ 364,380,771</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			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	326,871	717,603	(225,688)	818,786
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
	\$ 11,327,506	\$ 10,428,686	\$ (3,560,569)	\$ 18,195,622

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

ICS-A 11.8310%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	774,437	1,700,176	(534,710)	1,939,903
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
	\$ 26,837,613	\$ 24,708,089	\$ (8,435,853)	\$ 43,109,849

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

ICS-A                      0.4802%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	31,435	69,012	(21,704)	78,742
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
	\$ 1,089,363	\$ 1,002,924	\$ (342,419)	\$ 1,749,868

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

ICS-A

3.5212%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	230,489	506,008	(159,141)	577,356
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
	\$ 7,987,443	\$ 7,353,652	\$ (2,510,689)	\$ 12,830,405

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-19	192,764	423,189	(133,094)	482,859
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
	\$ 6,680,126	\$ 6,150,068	\$ (2,099,761)	\$ 10,730,433

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

ICS-A 17.0295%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	1,114,720	2,447,222	(769,658)	2,792,284
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
	\$ 38,629,897	\$ 35,564,674	\$ (12,142,516)	\$ 62,052,055

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

ICS-A                      3.6491%

PERIOD ENDING	Total Issue			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	238,867	524,401	(164,926)	598,342
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>\$        8,277,777</u>	<u>\$        7,620,948</u>	<u>\$        (2,601,949)</u>	<u>\$      13,296,776</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-19	92,193	202,398	(63,655)	230,937
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
	\$ 3,194,896	\$ 2,941,386	\$ (1,004,250)	\$ 5,132,032



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-19	313,048	687,257	(216,144)	784,162
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
	\$ 10,848,495	\$ 9,987,684	\$ (3,410,002)	\$ 17,426,177

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			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	3,021,477	6,633,261	(2,086,178)	7,568,560
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>\$ 104,707,352</u>	<u>\$ 96,398,985</u>	<u>\$ (32,912,609)</u>	<u>\$ 168,193,728</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			
	PRINCIPAL	INTEREST	INTEREST SUBSIDY	TOTAL PROJECT
01-Jul-19	209,532	460,001	(144,671)	524,861
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
	\$ 7,261,201	\$ 6,685,036	\$ (2,282,410)	\$ 11,663,827

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-19	4,980,833	6,432,358	(2,171,759)	9,241,433
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>\$    114,771,667</u>	<u>\$    63,845,481</u>	<u>\$    (22,266,352)</u>	<u>\$   156,350,796</u>

### AVERAGE MONTHLY PRICES - Forward NP15 POWER and PG&E CITYGATE GAS: FY 2020 Budget

		<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	2019	\$ 59.26	\$ 53.03	\$ 33.75	\$ 28.77	\$ 30.01	\$ 41.45	\$ 59.23	\$ 61.02	\$ 57.59	\$ 41.38	\$ 41.52	\$ 42.40
	2020	44.59	42.42	36.50	23.77	23.82	33.52	56.11	59.77	55.59	37.62	37.99	39.16
	2021	42.64	40.82	35.50	29.20	29.44	31.42	55.61	57.58	55.88	40.09	40.32	42.10
	2022	43.25	41.40	35.84	31.30	30.04	32.64	55.35	57.56	55.65	40.65	41.25	42.71
	2023	44.83	43.24	37.65	32.03	32.12	34.55	54.39	56.44	54.43	42.51	43.11	44.94
	2024	46.39	44.49	38.71	34.07	32.80	35.60	54.93	57.19	55.33	44.01	44.47	46.26
	2025	47.69	45.65	39.77	34.09	34.28	36.51	56.09	58.09	56.34	45.07	45.67	47.67
	2026	49.10	47.05	40.74	35.20	35.34	37.56	56.49	58.64	56.89	46.42	47.03	49.02
	2027	50.24	48.16	41.72	36.06	36.20	38.53	58.01	60.17	58.39	47.64	48.23	50.23
	2028	51.66	49.55	42.95	36.71	36.83	39.25	59.31	61.95	60.31	49.48	50.11	52.15

		<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>
LLH	2019	\$ 47.41	\$ 40.55	\$ 30.84	\$ 22.23	\$ 22.88	\$ 31.48	\$ 39.24	\$ 40.18	\$ 38.56	\$ 35.61	\$ 36.67	\$ 37.23
	2020	37.27	34.70	29.84	20.90	20.14	26.66	38.78	37.93	37.58	32.77	33.49	34.02
	2021	37.50	35.28	30.98	26.04	25.17	27.36	40.41	42.63	41.86	34.95	35.89	37.12
	2022	38.63	36.23	31.58	26.25	25.44	27.68	41.50	43.62	43.41	36.98	37.88	39.09
	2023	40.72	38.02	33.28	28.37	27.46	29.69	41.70	44.22	43.46	37.63	38.58	39.98
	2024	42.13	39.23	34.25	29.22	28.36	30.69	42.30	44.87	44.36	38.68	39.88	42.06
	2025	43.33	40.74	35.27	30.13	29.32	31.70	43.30	45.92	45.16	40.19	41.29	43.38
	2026	44.64	41.74	36.44	31.03	30.17	32.85	44.56	47.25	46.67	41.39	42.45	44.50
	2027	45.81	42.85	37.43	31.89	31.00	33.80	45.90	48.63	48.04	42.60	43.66	45.73
	2028	47.11	44.09	38.52	32.47	31.53	34.43	46.93	50.07	49.63	44.25	45.36	47.48

		<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>
GAS	2019	\$ 3.64	\$ 3.50	\$ 3.00	\$ 2.86	\$ 2.84	\$ 2.83	\$ 3.04	\$ 3.07	\$ 3.03	\$ 3.04	\$ 3.09	\$ 3.18
	2020	3.30	3.19	3.08	2.96	2.93	2.94	3.02	3.05	3.02	2.98	3.12	3.25
	2021	3.34	3.27	3.19	2.89	2.87	2.87	3.01	3.05	3.03	3.00	3.05	3.19
	2022	3.27	3.20	3.17	2.92	2.90	2.89	3.04	3.09	3.07	3.04	3.07	3.20
	2023	3.28	3.21	3.19	2.96	2.95	2.95	3.11	3.16	3.14	3.12	3.17	3.31
	2024	3.39	3.32	3.32	3.08	3.07	3.07	3.24	3.30	3.28	3.25	3.17	3.31
	2025	3.50	3.42	3.43	3.20	3.19	3.18	3.35	3.41	3.39	3.36	3.28	3.43
	2026	3.63	3.55	3.56	3.32	3.31	3.29	3.46	3.53	3.50	3.47	3.39	3.53
	2027	3.72	3.65	3.66	3.42	3.40	3.39	3.56	3.63	3.61	3.57	3.48	3.63
	2028	3.83	3.75	3.76	3.48	3.46	3.45	3.64	3.73	3.72	3.70	3.61	3.76

## 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 2020 Project Annual Budget Line Items

<b>Variable Cost</b>	<b>\$</b>	<b>\$/MWH</b>
Routine O&M Costs Operation (Appendix I)	\$1,557,016	0.97
Routine O&M Costs Maintenance Siemens LTSA	\$3,150,944	1.97
Other Costs Maintenance Reserve (Appendix I)	\$335,887	0.21
<b>Total FY2020</b>	<b>\$5,043,848</b>	<b>3.15</b>

Forecast annual Project Energy (MWh)	1,304,122
--------------------------------------	-----------

VOM = (\$1,557,016+\$3,150,944+\$335,887) / 1,599,464

VOM = 3.15 \$/MWh