



12745 N. Thornton Road  
Lodi, CA 95242

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

## LEC PPC Agenda

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**Date:** April 27, 2017  
**Subject:** May 8, 2017 Lodi Energy Center Project Participant Committee Meeting  
**Location:** 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations  
**Time:** 10:00 a.m.

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 <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 Road Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 1500 Warburton Avenue, Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482
MODESTO IRRIGATION DISTRICT 1231 Eleventh Street Modesto, CA 95352		

*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. Call Meeting to Order and Roll Call**

**PUBLIC FORUM**

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

**2. Meeting Minutes** - Approval of April 10, 2017 regular meeting minutes.

**MONTHLY REPORTS**

**3. Operational Report for April 2017** - (Jeremy Lawson)

**4. Market Data Report for April 2017** – Verbal Report (Mike Whitney)

**5. Monthly Asset Report for March 2017** – (Michael DeBortoli)

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

**CONSENT CALENDAR**

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

**7. Treasurer's Report for April 2017** - Accept by all Participants

**8. Financial Report for April 2017** - Approve by all Participants

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

**10. Sage Engineers, Inc. First Amendment** – Staff is seeking approval of a First Amendment to the existing five year Multi-Task Professional Services Agreement for engineering services

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increasing the not-to-exceed amount from \$225,000 to \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

- 11. Knights' Electric, Inc.** – Staff is seeking approval of a five year Multi-Task General Services Agreement for miscellaneous electrical maintenance services for an amount not to exceed \$750,000 at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

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

### **BUSINESS ACTION ITEMS**

- 12. LEC PMOA Schedule 1.00, Exhibit 8 – Settlement of CAISO Charge Codes and Allocations to Participants** – Staff is seeking approval of revised Schedule 1.00, Exhibit 8 of the Project Management and Operations Agreement.

### **INFORMATIONAL/ DISCUSSION ITEMS**

- 13. Update on NCPA Policy on Revenue Allocation** – Staff will provide an update on policy development for allocating revenues to Members resulting from NCPA's provision of Power Management and Administrative services to third parties. *(James Takehara)*

### **ADJOURNMENT**

Next Regular Meeting: June 12, 2017

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

**Lodi Energy Center**  
**Project Participant Committee Regular Meeting**  
**April 10, 2017 - MEETING MINUTES**  
Location: Lodi Energy Center  
12745 N. Thornton Rd, Lodi CA 95242  
and by teleconference  
10:00 A.M.

**1. Call Meeting to Order and Roll Call**

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

<b>PPC Meeting Attendance Summary</b>		
<b>Participant</b>	<b>Attendance</b>	<b>Particulars / GES</b>
Azusa - Lehr	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Brown	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
<b>Summary</b>		
Present	7	85.1858%
Absent	6	14.8142%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	April 10, 2017	

**Public Forum**

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

**2. Meeting Minutes**

The draft minutes of the regular meeting held on March 13, 2017 were considered. The LEC PPC considered the following motion:



**Date:** 4/10/2017

**Motion:** The PPC approves the minutes of the March 13, 2017 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.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passes.	

## **MONTHLY REPORTS**

### **3. Operational Reports for March 2017**

Mike DeBortoli presented the Operational Report for March. There were no OSHA recordable accidents, no permit violations, no NERC/WECC violations and no forced outages. There was a thirteen-hour outage on March 11 with regard to the IVG actuator. On March 31, LEC was forced out of service due to White Slough Waste Water Treatment curtailment. The May planned outage continues as scheduled centered around Combustion Turbine inspection, HRSG, and valve maintenance.

The operational report reflected monthly production of 7,000 MWH, 42 service hours, and equivalent operating availability of 96.8%. The report set forth the Capacity Factor @ 280MW Pmax of 3.4% and @ 302MW Pmax of 3.2%. There were zero hot starts, one warm start, and two cold starts during the month.

#### **4. Market Data Report for March 2017**

Mike Whitney presented the operating and financial settlement results for the month. LEC monthly availability was 100%. Mike reported the CASIO RA incentive mechanism availability standard showed 96.5% availability. LEC was committed by CAISO for 5 of 31 available days. The 26 days LEC was not committed was due to economics.

#### **5. Monthly Asset Report**

Mike DeBortoli presented the monthly asset report and budget review for February 2017. Mike reported that revenues were down due to energy prices being down. He indicated that fixed costs look good with maintenance being the biggest area. Mike reviewed new asset report charts that present historical margins for the last 12 months.

#### **6. Bidding Strategies Report**

Ken Goeke presented a new monthly Bidding Strategies Report for March 2017. Ken reported there were no major bidding strategies for the month. Ken further reviewed the new report in detail indicating that it would be available on the new LEC PPC extranet site.

#### **Consent Calendar (Items 7 – 18)**

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

**Date:** 4/10/2017

**Motion** The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for March 2017; 8. Financial Reports for March 2017; 9. GHG Reports excerpted from monthly ARB; 10. Airgas USA, LLC First

Amendment to the existing five year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies increasing the not to exceed amount from \$500,000 to \$750,000, adding additional products and expanding the scope of work to include all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 11. Power Engineers, Inc. five year Multi-Task Professional Services Agreement not exceed \$1,000,000 for engineering services for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 12. Schweitzer Engineering Laboratories, Inc. First Amendment to the existing five year Multi-Task Professional Services Agreement for protective relay and automation design assigning the agreement to SEL Engineering Services, Inc. and amending the scope of services to include all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 13. Brian Davis dba Northern Industrial Construction five year Multi-Task General Services Agreement not to exceed \$1,000,000 for maintenance services at all NCPA facilities, Members, SCPPA, and SCPPA Members; 14. HDR Engineering, Inc. five year Multi-Task Professional Services Agreement not to exceed \$1,000,000 for engineering services at all NCPA facilities, Members, SCPPA, and SCPPA Members; 15. Precision Pump and Machine - KSB, Inc. First Amendment to the existing five year Multi-Task General Services Agreement for pump services assigning the agreement to KSB, Inc. and expanding the scope of work to include all NCPA facilities, Members, SCPPA, and SCPPA Members; 16. Alliance Cooling Products and Construction, Inc. five year Multi-Task General Services Agreement not to exceed \$1,000,000 for maintenance services at all NCPA facilities, Members, SCPPA, and SCPPA Members; 17. Epidendio Construction, Inc. five year Multi-Task General Services Agreement not to exceed \$1,000,000 for maintenance services at all NCPA facilities, Members, SCPPA, and SCPPA Members; 18. Kestrel Power Engineering LLC five year Multi-Task Professional Services Agreement not to exceed \$1,000,000 for engineering services at all NCPA facilities, Members, SCPPA, and SCPPA Members.

**Moved by:**  
**Seconded by:**

**Lodi**  
**SVP**

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
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Ukiah	Absent	1.7857%
<b>Vote Summary</b>		
Total Ayes	7	85.1858%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	14.8142%
Result:	Motion passes.	

## **BUSINESS ACTION ITEMS**

There were no business action items on the agenda.

## **INFORMATIONAL ITEMS**

### **19. Update on NCPA Policy on Revenue Allocation**

James Takehara from NCPA Power Management indicated that there was no update at this time on Revenue Allocation as the group didn't meet. James indicated they would be meeting the first week of May and that an update would then be provided.

### **20. PG&E Gas Transportation Update**

Ken Speer gave an update on the PG&E gas transportation issue reviewing a presentation on the effect of the gas transport fee increase on generation and California emissions. Ken indicated that a communication plan is being put together. Ken reviewed PG&E rates comparing backbone generators versus non-backbone generators. EIA data for the period August to December for years 2015 and 2016 was utilized to make comparisons. Data indicates that non-PG&E backbone plants suffered the greatest drop in utilization. Ken indicated that the challenge will be to condense the data and use it as an outreach tool.

## **Adjournment**

The next regular meeting of the PPC is scheduled for Monday, May 8, 2017.

The meeting was adjourned.

Submitted by: Tracy Kves



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web [www.ncpa.com](http://www.ncpa.com)

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

**Agenda Item No.: 3**

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**Date:** 05/8/2017  
**To:** Lodi Energy Center Project Participant Committee

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### **Safety**

- OSHA Recordable: 0 Accidents

### **Notice of Violations**

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

### **Outage Summaries:**

4/1 to 4/7 - (156Hrs) White Slough Water supply curtailment forced outage.

### **Planned Outage Summaries:**

- 2017 May: Outage will center around Combustion Turbine Inspection, HRSG and valve maintenance.

**Generating Unit Statistics:****Report**

4/1/2017

**Date:**

1. Monthly Production 0 MWH
2. Productivity Factor
  - a. Service Hours 0 Hours
  - b. Service Factor 0.0 %
  - c. Capacity Factor @ 280MW Pmax 0.0 %
  - d. Capacity Factor @ 302MW Pmax 0.0 %
3. Equivalent Operating Availability (EOA) 78.3 %
4. Forced Outage Rate (FOR)
  - a. Total LEC Plant FOR 100.0 %

## 5. Heat Rate Deviation

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

MW Range	PMOA HR BTU/kW- Hr	Average HR BTU/kW- Hr	Deviation %	Production MWH	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	0	0.00%	0	\$0
Seg. 4 250 - 275	7081	0	0.00%	0	\$0
Seg. 5 225 - 250	7130	0	0.00%	0	\$0
Seg. 6 200 - 225	7200	0	0.00%	0	\$0
Seg. 7 175 - 225	7450	0	0.00%	0	\$0
Seg. 8 165 - 175	7760	0	0.00%	0	\$0
	7,164	0	0.00%	0	\$0

## 6. AGC Control Deviation

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

## 7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	0	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0.0	0.0	0.0
Start Time Deviation (%)	0%	0%	0%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	0	0	0
Fuel Deviation (%)	0%	0%	0%
Costs of Fuel Deviations (\$)	\$0	\$0	\$0

**Definitions:**

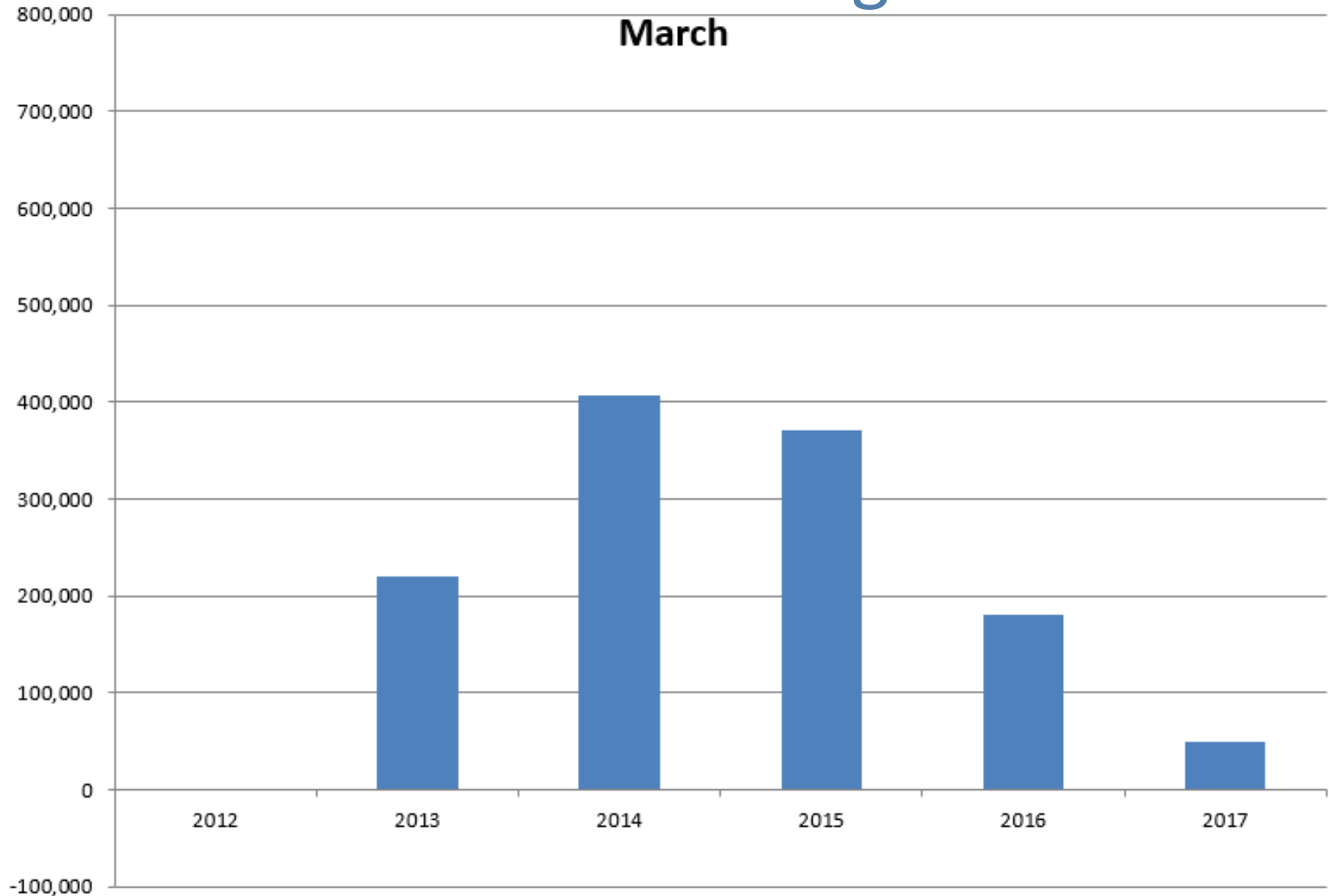
1. Monthly Production = Plant Net MWH's
2. Capacity Factor
  - a. Service Hours = In Production or in Service State
  - b. Service Factor =  $SH / PH \times 100\%$
  - c. Capacity Factor =  $Production / 302MW \times PH$
  - d. Capacity Factor =  $Production / 280MW \times PH$
3. Monthly Equivalent Availability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

# March Asset Report

	Most Recent			Above / (below)		Percent Difference
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	360,646	122,933	7,298,369	237,713	193%	
VOM	342,036	115,632	6,190,771	226,404	196%	
Fixed	776,095	767,445	924,036	8,650	1%	
Projects	135,579	131,250	233,750	4,329	3%	
A&G	150,940	200,538	200,538	(49,598)	-25%	
Debt	2,202,269	2,203,105	2,203,105	(836)	-0.04%	
Net Cost	(3,246,273)	(3,295,036)	(2,453,831)	48,763	-1%	
Net Annual Cost		(36,385,464)	(31,768,945)	(\$4,616,519)		
				Above budget by 14.53%		



# Historical Margins



## Historical Monthly Comparison



Lodi Energy Center  
Monthly Budget Analysis  
Expenditures  
Report Date: 05/01/2017

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2017 Budget	Percent Used	Comments
VOM	2,309,456	1,310,062	1,067,517	880,839	1,231,873	1,231,811	2,131,793	627,467	342,036	142,419	0	88,198	11,363,470	57,881,217	19.6%	
Capacity Factor	36%	15%	13%	10%	9%	14%	17%	8%	3%	0%	0%	1%	10%	67%	15.5%	
Fuel Consumed (mmBTU, estimated)	552,311	236,335	193,710	159,185	135,099	215,559	303,645	115,682	59,078	0	0	13,645	1,984,250	11,341,990	17.5%	
Avg Fuel Cost (\$/mmBTU)	3.44	4.30	4.54	4.47	3.71	4.84	4.71	4.16	4.14	4.48	0.00	5.24	4.17	3.89	107.3%	
Power Produced (MWHr, estimated)	76,008	31,654	25,598	20,635	17,488	28,418	38,917	15,337	7,087	0	0	1,992	263,134	1,655,765	15.9%	
Avg Power Price (\$/MWHr)	39.13	49.26	48.59	44.86	40.96	49.41	47.08	34.47	50.89	45.56	0.00	47.38	44.23	41.58	106.4%	
Operations / Variable / LTSA	3,746	120,596	43,703	52,563	631,450	30,387	456,472	54,598	51,088	142,419	0	6,135	1,593,158	5,106,876	31.2%	
Fuel (estimated)	1,901,128	1,015,383	879,760	711,673	500,907	1,043,138	1,429,737	480,703	244,594	0	0	71,493	8,278,515	44,100,578	18.8%	
AB32 GHG Offset (estimated)	373,676	161,082	133,422	109,084	92,576	147,027	217,332	84,609	43,022	0	0	9,753	1,371,583	8,001,632	17.1%	
CA ISO Charges (estimated)	30,906	13,001	10,632	7,520	6,940	11,259	28,251	7,557	3,332	0	0	817	120,214	672,131	17.9%	
Routine O&M (Fixed)	653,248	687,516	827,171	1,037,693	1,138,906	1,000,113	1,149,838	671,145	776,095	732,445	1,272,504	732,445	10,679,118	11,088,367	96.3%	
Maintenance / Fixed	141,434	207,472	302,678	412,565	631,509	179,679	222,819	205,299	313,528	235,000	275,000	235,000	3,361,983	3,250,596	103.4%	
Administration	8,597	10,027	2,573	6,262	4,978	6,860	3,326	4,907	2,207	18,889	18,889	18,889	106,403	226,663	46.9%	
Mandatory Costs	33,146	1,783	76,294	7,023	28,136	5,905	11,508	3,148	9,411	25,643	25,643	25,643	253,282	291,357	86.9%	
Inventory Stock	0	0	0	28,566	3,890	199,103	0	0	3,716	0	0	0	235,275	400,000	58.8%	
Labor	359,440	330,374	334,995	464,326	338,452	366,142	331,043	338,935	336,602	337,541	837,600	337,541	4,712,990	4,765,279	98.9%	
Insurance	0	0	0	8,320	15,000	128,351	470,511	1,915	0	0	0	0	624,097	770,000	81.1%	
Power Management & Settlements	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	110,631	1,327,571	1,327,566	100.0%	
Other Costs	0	27,229	0	0	6,310	3,442	0	6,310	0	4,742	4,742	4,742	57,518	56,906	101.1%	
Projects	135,218	228,984	131,250	133,304	199,951	131,250	140,227	131,250	135,579	131,250	131,250	131,250	1,760,763	2,805,000	62.8%	
Maintenance Reserve	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	131,250	1,575,000	1,575,000	100.0%	
Operations & Maintenance Projects	3,968	0	0	0	0	0	0	0	0	0	0	0	3,968	30,000	13.2%	
Capital Projects	0	97,734	0	2,054	68,701	0	8,977	0	4,329	0	0	0	181,795	1,200,000	15.1%	
A&G	137,131	111,701	370,459	191,456	150,403	143,237	152,254	161,574	150,940	200,538	200,538	200,538	2,170,768	2,406,453	90.2%	
Administrative & General (Allocated)	122,215	97,959	346,453	168,615	129,768	122,107	129,957	141,142	124,690	171,920	171,920	171,920	1,898,666	2,063,039	92.0%	
Generation Services Shared	14,916	13,742	24,006	22,841	20,635	21,130	22,297	20,432	26,250	28,618	28,618	28,618	272,103	343,414	79.2%	
Total O&M Cost	3,235,053	2,338,263	2,396,397	2,243,292	2,721,133	2,506,411	3,574,112	1,591,436	1,404,650	1,206,652	1,604,291	1,152,430	25,974,119	74,181,037	35.0%	
Debt Service	2,199,759	2,199,759	2,199,759	2,199,759	2,202,269	2,202,269	2,202,269	2,202,269	2,202,269	2,203,105	2,203,105	2,203,105	26,419,696	26,437,261	99.9%	
Revenues	7,334,108	1,560,351	1,243,718	925,677	716,295	1,404,190	1,832,194	528,735	360,646	0	0	102,438	16,008,352	68,849,353	23.3%	
ISO Energy Sales (estimated)	2,974,197	1,559,271	1,243,718	925,677	716,230	1,404,190	1,832,194	528,735	360,646	0	0	102,438	11,647,296	68,846,223	16.9%	
Other Income	4,359,911	1,080	0	0	65	0	0	0	0	0	0	0	4,361,056	3,130		
Net	\$1,899,296	(\$2,977,671)	(\$3,352,438)	(\$3,517,374)	(\$4,207,106)	(\$3,304,490)	(\$3,944,187)	(\$3,264,970)	(\$3,246,273)	(\$3,409,757)	(\$3,807,396)	(\$3,253,098)	(\$36,385,464)	(\$31,768,945)	Above budget by 14.53%	



## Lodi Energy Center Project Participant Committee

### LEC Treasurer's Report

AGENDA ITEM NO.: 7

**Date:** May 3, 2017

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

**Subject:** Treasurer's Report for the Month Ended April 30, 2017

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 \$42,180.

Investments – The carrying value of the LEC's investment portfolio totaled \$39,178,397 at month end. The current market value of the portfolio totaled \$39,057,834.

The overall portfolio had a combined weighted average interest rate of 0.862% with a bond equivalent yield (yield to maturity) of 0.829%. Investments with a maturity greater than one year totaled \$10,293,000. During the month \$2.2 million was invested.

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

Interest Rates – During the month, rates on 90 day T-Bills increased by 3 basis points (from 0.78% to 0.81%) and rates on one year T-Bills increased by 3 basis points (from 1.03% to 1.06%).

To the best of my knowledge and belief, all securities held by LEC as of April 30, 2017, 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.

Submitted by:

MONTY HANKS  
Assistant General Manager/CFO  
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH  
Treasurer-Controller

Attachments

# **LODI ENERGY CENTER**

## **TREASURER'S REPORT**

**APRIL 30, 2017**

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Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
April 30, 2017

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
<b>MANDATORY FUNDS</b>					
Debt Service Account	-	15,998,798	15,998,798	40.79%	15,996,303
Debt Service Reserve	-	11,996,308	11,996,308	30.59%	11,952,438
O & M Reserve	-	11,111,612	11,111,612	28.33%	11,037,414
	-	39,106,718	39,106,718	99.71%	38,986,155
<b>ADDITIONAL PROJECT FUNDS</b>					
GHG Cash Account	-	71,678	71,678	0.18%	71,678
Transmission Upgrade Escrow <sup>1</sup>	42,180	-	42,180	0.11%	-
Participant Deposit Account	-	1	1	0.00%	1
	<b>\$ 42,180</b>	<b>\$ 39,178,397</b>	<b>\$ 39,220,577</b>	<b>100.00%</b>	<b>\$ 39,057,834</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  
April 30, 2017

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>							
Debt Service Account	\$ -	\$ 45	\$ -	\$ -	\$ (2,199,538)	\$ 2,199,493	\$ -
Debt Service Reserve	-	442	-	-	(442)	-	-
O & M Reserve	-	3,835	(31,395)	-	27,560	-	-
	-	4,322	(31,395)	-	(2,172,420)	2,199,493	-
<b>ADDITIONAL PROJECT FUNDS</b>							
GHG Cash Account	-	137	(137)	-	-	-	-
Transmission Upgrade Escrow <sup>1</sup>	-	5	-	-	-	-	5
Participant Deposit Account	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 4,464</b>	<b>\$ (31,532)</b>	<b>\$ -</b>	<b>\$ (2,172,420)</b>	<b>\$ 2,199,493</b>	<b>\$ 5</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  
April 30, 2017

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>MANDATORY FUNDS</b>						
Debt Service Account	2,199,538	-	6,770	-	-	2,206,308
Debt Service Reserve	442	-	(50)	-	-	392
O & M Reserve	(27,560)	31,395	(1,510)	-	-	2,325
	<u>\$ 2,172,420</u>	<u>\$ 31,395</u>	<u>\$ 5,210</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,209,025</u>
<b>ADDITIONAL PROJECT FUNDS</b>						
GHG Cash Account	-	137	-	-	-	137
Participant Deposit Acct.	-	-	-	-	-	-
<b>TOTAL</b>	<u><u>\$ 2,172,420</u></u>	<u><u>\$ 31,532</u></u>	<u><u>\$ 5,210</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,209,162</u></u>

Less Non- Cash Activity

Disc/(Prem) Amortization & Gain/(Loss) on Sale	(5,210)
Net Change in Investment --Before Non-Cash Activity	<u><u>\$ 2,203,952</u></u>

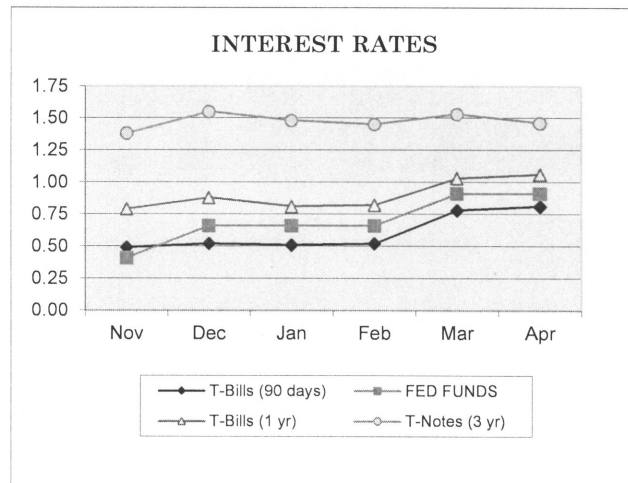
NOTE A -Investment amounts shown at book carrying value.



**Northern California Power Agency**  
**Lodi Energy Center**  
**Interest Rate/Yield Analysis**  
**April 30, 2017**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>0.862%</b>	<b>0.829%</b>
Debt Service Account	0.594%	0.603%
Debt Service Reserve	0.936%	0.972%
O & M Reserve	1.169%	1.000%
GHG Cash Account	0.776%	0.776%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Ovrnight)	0.91%	0.37%
T-Bills (90da.)	0.81%	0.23%
Agency Disc (90da.)	0.81%	0.32%
T-Bills (1yr.)	1.06%	0.58%
Agency Disc (1yr.)	1.04%	0.54%
T-Notes (3yr.)	1.46%	0.98%



**Northern California Power Agency**  
**Total Portfolio**  
**Investment Maturities Analysis**  
**April 30, 2017**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 19,105	\$4,170	\$ -	\$ -	\$ 10,293	\$ -	\$ 33,568	85.74%
US Bank Trust Money Market	3,468							3,468	8.86%
Commercial Paper								-	0.00%
Investment Trusts (LAIF)	2,117							2,117	5.41%
U.S.Treasury Market Acct.								-	0.00%
U.S.Treasury Bill								-	0.00%
Certificates of Deposit								-	0.00%
Total Dollars	\$ 5,585	\$19,105	\$4,170	\$0	\$0	\$10,293	\$0	\$ 39,153	100.00%
Total Percents	14.26%	48.80%	10.65%	0.00%	0.00%	26.29%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

# **NORTHERN CALIFORNIA POWER AGENCY**

## **Detail Report Of Investments**

### **APPENDIX**

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

Northern California Power Agency  
Treasurer's Report  
04/30/2017

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	363	0.100	07/01/2013	363		1	0.100	363	SYS79003	79003	363
Federal Home Loan Ba	USBT	695,000	0.535	01/27/2017	693,719	05/31/2017	30	0.543	694,569	313385GG5	26398	694,690
Federal Home Loan Ba	USBT	694,000	0.540	03/01/2017	693,053	05/31/2017	30	0.548	693,570	313385GG5	26410	693,688
Federal Home Loan Ba	USBT	695,000	0.760	03/29/2017	694,061	06/01/2017	31	0.771	694,527	313385GH3	26419	694,545
Federal Home Loan Ba	USBT	694,000	0.755	04/26/2017	693,476	06/01/2017	31	0.766	693,528	313385GH3	26427	693,549
Federal National Mitg	USBT	3,385,000	0.520	01/23/2017	3,378,693	06/01/2017	31	0.528	3,382,698	313589GHO	26389	3,383,484
Fund Total and Average		\$ 6,163,363	0.577		\$ 6,153,365		31	0.586	\$ 6,159,255			\$ 6,160,319

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	972	0.100	07/01/2013	972		1	0.100	972	SYS79004	79004	972
Federal Home Loan Ba	USBT	725,000	0.534	01/27/2017	723,664	05/31/2017	30	0.543	724,551	313385GG5	26399	724,677
Federal Home Loan Ba	USBT	726,000	0.540	03/01/2017	725,009	05/31/2017	30	0.548	725,550	313385GG5	26411	725,673
Federal Home Loan Ba	USBT	725,000	0.760	03/29/2017	724,020	06/01/2017	31	0.771	724,507	313385GH3	26420	724,526
Federal Home Loan Ba	USBT	724,000	0.755	04/26/2017	723,453	06/01/2017	31	0.766	723,508	313385GH3	26428	723,529
Federal National Mitg	USBT	727,000	0.536	01/27/2017	725,645	06/01/2017	31	0.545	726,506	313589GHO	26390	726,664
Fund Total and Average		\$ 3,627,972	0.625		\$ 3,622,763		31	0.635	\$ 3,625,594			\$ 3,626,041

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	263	0.100	07/01/2013	263		1	0.100	263	SYS79011	79011	263
Federal Home Loan Ba	USBT	434,000	0.535	01/27/2017	433,200	05/31/2017	30	0.543	433,731	313385GG5	26400	433,807
Federal Home Loan Ba	USBT	435,000	0.540	03/01/2017	434,406	05/31/2017	30	0.548	434,730	313385GG5	26412	434,804
Federal Home Loan Ba	USBT	434,000	0.760	03/29/2017	433,414	06/01/2017	31	0.771	433,705	313385GH3	26421	433,716
Federal Home Loan Ba	USBT	435,000	0.755	04/26/2017	434,672	06/01/2017	31	0.766	434,704	313385GH3	26429	434,717
Federal National Mitg	USBT	2,734,000	0.536	01/27/2017	2,728,906	06/01/2017	31	0.545	2,732,141	313589GHO	26391	2,732,737
Fund Total and Average		\$ 4,472,263	0.580		\$ 4,464,861		31	0.589	\$ 4,469,274			\$ 4,470,044

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	323	0.100	07/01/2013	323		1	0.100	323	SYS79012	79012	323
Federal Home Loan Ba	USBT	349,000	0.535	01/27/2017	348,357	05/31/2017	30	0.543	348,784	313385GG5	26401	348,844
Federal Home Loan Ba	USBT	348,000	0.540	03/01/2017	347,525	05/31/2017	30	0.548	347,784	313385GG5	26413	347,843
Federal Home Loan Ba	USBT	349,000	0.760	03/29/2017	348,528	06/01/2017	31	0.771	348,763	313385GH3	26422	348,772
Federal Home Loan Ba	USBT	348,000	0.755	04/26/2017	347,737	06/01/2017	31	0.766	347,763	313385GH3	26430	347,774
Federal National Mitg	USBT	349,000	0.536	01/27/2017	348,350	06/01/2017	31	0.545	348,763	313589GHO	26392	348,839

Northern California Power Agency

Treasurer's Report

04/30/2017

LEC Issue #2 2010B 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
	Fund Total and Average	\$ 1,743,323	0.625		\$ 1,740,820		31	0.635	\$ 1,742,180			\$ 1,742,395
	GRAND TOTALS:	\$ 16,006,921	0.594		\$ 15,981,809		31	0.603	\$ 15,996,303.			\$ 15,998,799

\*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 04/30/2017

Northern California Power Agency  
Treasurer's Report  
04/30/2017

## 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	113,569	0.100	07/01/2013	113,569		1	0.100	113,569	SYS79005	79005	113,569
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	119	0.977	4,168,749	3135GOMZ3	26136	4,170,196
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,485	1.659	4,317,577	3133EG8Z7	26337	4,360,000
Fund Total and Average		\$ 8,643,569	1.261		\$ 8,645,529		806	1.310	\$ 8,599,895			\$ 8,643,765

## LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,264,431	0.100	07/01/2013	2,264,431		1	0.100	2,264,431	SYS79006	79006	2,264,431
Fund Total and Average		\$ 2,264,431	0.100		\$ 2,264,431		1	0.100	\$ 2,264,431			\$ 2,264,431

## LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,088,112	0.100	07/01/2013	1,088,112		1	0.100	1,088,112	SYS79013	79013	1,088,112
Fund Total and Average		\$ 1,088,112	0.100		\$ 1,088,112		1	0.100	\$ 1,088,112			\$ 1,088,112
GRAND TOTALS:		\$ 11,996,112	0.936		\$ 11,998,072		581	0.972	\$ 11,952,438			\$ 11,996,308

\*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 04/30/2017  
Investment #26337 FFCB Callable 5/25/17, then anytime



# Northern California Power Agency

## Treasurer's Report

04/30/2017

### LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		2,044,966	0.776	07/01/2013	2,044,966		1	0.776	2,044,966	SYS70047	70047	2,044,966
Union Bank of Calif	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Home Loan Ba	UBOC	3,100,000	0.625	06/27/2016	3,099,380	06/27/2017	57	0.645	3,099,070	3130A8LC5	26338	3,099,904
Federal National Mig	UBOC	2,933,000	1.875	08/28/2015	2,998,142	02/19/2019	659	1.220	2,960,248	3135G0ZA4	26248	2,966,743
Federal National Mig	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	1,156	1.300	2,933,130	3136G3UJ2	26341	3,000,000
Fund Total and Average		\$ 11,077,966	1.169		\$ 11,142,488		504	1.000	\$ 11,037,414			\$ 11,111,613
GRAND TOTALS:		\$ 11,077,966	1.169		\$ 11,142,488		504	1.000	\$ 11,037,414			\$ 11,111,613

\*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 04/30/2017  
Investment #26341 FNMA Callable on 6/30/17 only



Northern California Power Agency  
Treasurer's Report

04/30/2017

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,678	0.776	07/01/2013	71,678		1	0.776	71,678	SYS70046	70046	71,678
Fund Total and Average		\$ 71,678	0.776		\$ 71,678		1	0.776	\$ 71,678			\$ 71,678
GRAND TOTALS:		\$ 71,678	0.776		\$ 71,678		1	0.776	\$ 71,678			\$ 71,678

\*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 04/30/2017



Northern California Power Agency  
Treasurer's Report  
04/30/2017



LEC Construction Revolving

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

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2017



**Lodi Energy Center Project Participant Committee**

**LEC Financial Reports**

AGENDA ITEM NO: 8

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**Date:** May 3, 2017

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

**Subject:** April 30, 2017 Financial Reports (Unaudited)

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

		April	
		2017	2016
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	\$	71,678	\$ 71,214
Accounts receivable			
Others		-	180
Interest receivable		30,837	19,678
Inventory and supplies - at average cost		2,084,236	1,815,670
Prepaid insurance		260,993	-
Due from (to) Agency, net		8,418,545	11,712,051
<b>TOTAL CURRENT ASSETS</b>		<b>10,866,289</b>	<b>13,618,793</b>
<b>RESTRICTED ASSETS</b>			
Cash and cash equivalents		5,555,178	15,011,792
Investments		33,593,718	24,183,224
Interest receivable		37,491	40,329
<b>TOTAL RESTRICTED ASSETS</b>		<b>39,186,387</b>	<b>39,235,345</b>
<b>ELECTRIC PLANT</b>			
Electric plant in service		423,640,289	423,459,198
Less: accumulated depreciation		(64,506,886)	(49,900,620)
		359,133,403	373,558,578
Construction work-in-progress		107,024	100,721
<b>TOTAL ELECTRIC PLANT</b>		<b>359,240,427</b>	<b>373,659,299</b>
<b>OTHER ASSETS</b>			
Regulatory assets		21,028,798	18,696,643
<b>TOTAL OTHER ASSETS</b>		<b>21,028,798</b>	<b>18,696,643</b>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>430,321,901</b>	<b>\$ 445,210,080</b>

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

		April	
		2017	2016
<b>LIABILITIES &amp; NET POSITION</b>			
<b>CURRENT LIABILITIES</b>			
Accounts and retentions payable	\$	225	\$ 769,834
Operating reserves		12,607,659	10,536,870
Current portion of long-term debt		9,950,000	9,480,000
Accrued interest payable		6,830,944	7,053,819
<b>TOTAL CURRENT LIABILITIES</b>		<b>29,388,828</b>	<b>27,840,523</b>
<b>NON-CURRENT LIABILITIES</b>			
Operating reserves and other deposits		1,715,415	5,491,417
Long-term debt, net		351,374,072	361,855,567
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>353,089,487</b>	<b>367,346,984</b>
<b>TOTAL LIABILITIES</b>		<b>382,478,315</b>	<b>395,187,507</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Regulatory credits		42,452,844	43,478,289
<b>NET POSITION</b>			
Invested in capital assets, net of related debt		(23,507,691)	(22,457,914)
Restricted		18,643,719	14,806,745
Unrestricted		10,254,714	14,195,453
<b>TOTAL NET POSITION</b>		<b>5,390,742</b>	<b>6,544,284</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$</b>	<b>430,321,901</b>	<b>\$ 445,210,080</b>

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

		<b>Ten Months Ended April</b>	
		<b>2017</b>	<b>2016</b>
<b>SALES FOR RESALE</b>			
Participants	\$	29,085,218	\$ 25,840,340
Other		12,864,821	36,504,596
<b>TOTAL SALES FOR RESALE</b>		<b>41,950,039</b>	<b>62,344,936</b>
<b>OPERATING EXPENSES</b>			
Operations		14,185,575	27,127,958
Depreciation		12,172,462	12,167,007
Purchased power		2,557,135	4,531,553
Maintenance		3,287,710	6,489,647
Administrative and general		3,448,691	3,907,035
Transmission		336,956	482,834
Intercompany (sales) purchases		213,658	198,858
<b>TOTAL OPERATING EXPENSES</b>		<b>36,202,187</b>	<b>54,904,892</b>
<b>NET OPERATING REVENUES</b>		<b>5,747,852</b>	<b>7,440,044</b>
<b>OTHER REVENUES (EXPENSES)</b>			
Interest expense		(13,276,626)	(13,530,786)
Interest income		193,738	298,132
Other		8,165,036	4,084,442
<b>TOTAL OTHER REVENUES (EXPENSES)</b>		<b>(4,917,852)</b>	<b>(9,148,212)</b>
<b>FUTURE RECOVERABLE AMOUNTS</b>		<b>1,870,969</b>	<b>2,305,928</b>
<b>REFUNDS TO PARTICIPANTS</b>		<b>(277,712)</b>	<b>1,414,533</b>
<b>INCREASE IN NET POSITION</b>		<b>2,423,257</b>	<b>2,012,293</b>
<b>NET POSITION</b>			
Beginning of year		2,967,485	4,531,991
End of period	\$	5,390,742	\$ 6,544,284

**Lodi Energy Center  
FY 2017 Operating Costs  
As of April 30, 2017**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
<b>Routine O&amp;M Costs</b>					
Variable	\$ 5,106,876	\$ 1,804,731	\$ 3,302,145	65%	<b>A</b>
Fixed	3,250,596	2,887,776	362,820	11%	
Administration	226,663	57,885	168,778	74%	
Mandatory Costs	291,357	238,269	53,088	18%	
Inventory Stock	400,000	235,276	164,724	41%	
Routine O&M Costs without Labor	9,275,492	5,223,937	4,051,555	44%	
Labor	4,765,279	3,545,244	1,220,035	26%	
Total Routine O&M Cost	14,040,771	8,769,181	5,271,590	38%	
<b>Other Costs</b>					<b>B</b>
Fuel	44,100,578	7,945,105	36,155,473	82%	
CA ISO Charges	672,131	336,956	335,175	50%	
CA ISO Purchased Energy	1,702,141	2,557,135	(854,994)	0%	
Debt Service	26,437,261	22,012,649	4,424,612	17%	
Insurance	770,000	609,094	160,906	21%	
Other Costs	56,906	43,540	13,366	23%	
Generation Services Shared	343,414	206,117	137,297	40%	
Administrative & General (Allocated)	2,063,039	1,316,059	746,980	36%	
Power Management Allocated Costs	1,327,566	1,106,305	221,261	17%	
Total O&M Cost	91,513,807	44,902,141	46,611,666	51%	
<b>Projects</b>					<b>C</b>
Operations & Maintenance	30,000	3,968	26,032	87%	
Capital	1,200,000	182,459	1,017,541	85%	
Maintenance Reserve	1,575,000	1,312,500	262,500	17%	
Total Projects	2,805,000	1,498,927	1,306,073	47%	
Annual Cost	94,318,807	46,401,068	47,917,739	51%	
<b>Less: Third Party Revenue</b>					
Interest Income	44,489	162,544	(118,055)	0%	
ISO Energy Sales	68,846,223	12,302,780	56,543,443	82%	
Ancillary Services Sales	1,302,829	562,041	740,788	57%	
Other Income	3,130	4,361,056	(4,357,926)	0%	
	70,196,671	17,388,421	52,808,250	75%	
Net Annual Cost to Participants	\$ 24,122,136	\$ 29,012,647	\$ (4,890,511)	0%	
<b>Total Variable Costs</b>	51,581,726	12,643,927	38,937,799		
<b>Total Fixed Costs</b>	42,737,081	33,757,141	8,979,940		
	<u>\$ 94,318,807</u>	<u>\$ 46,401,068</u>	<u>\$ 47,917,739</u>		
<b>Net Cumulative Generation (MWh)</b>	1,655,765	261,140			
<b>Total O&amp;M Cost Per MWh</b>	\$ 55.27	\$ 171.95			
<b>Net Annual Cost Per MWh</b>	\$ 14.57	\$ 111.10			

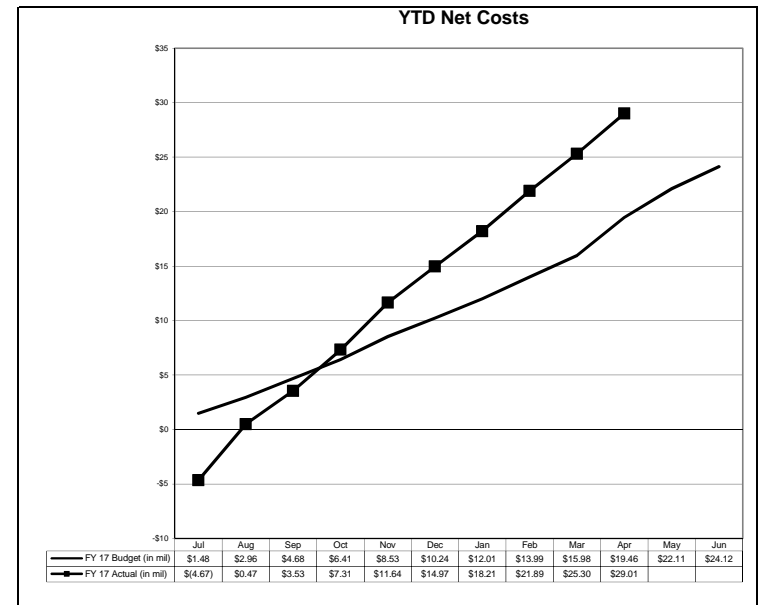
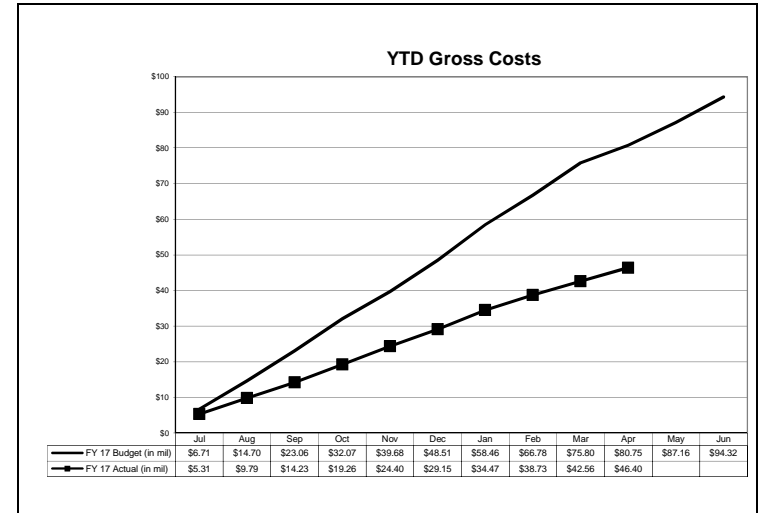
**Footnotes:**

**General** - During the month, there were 30 days when the plant was available but did not run for economic reasons.

**A** - Unplanned payment for cleaning of HRSG tubes, CO catalyst and SCR catalyst related to the HRSG Stack Stratification Correction Project.

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

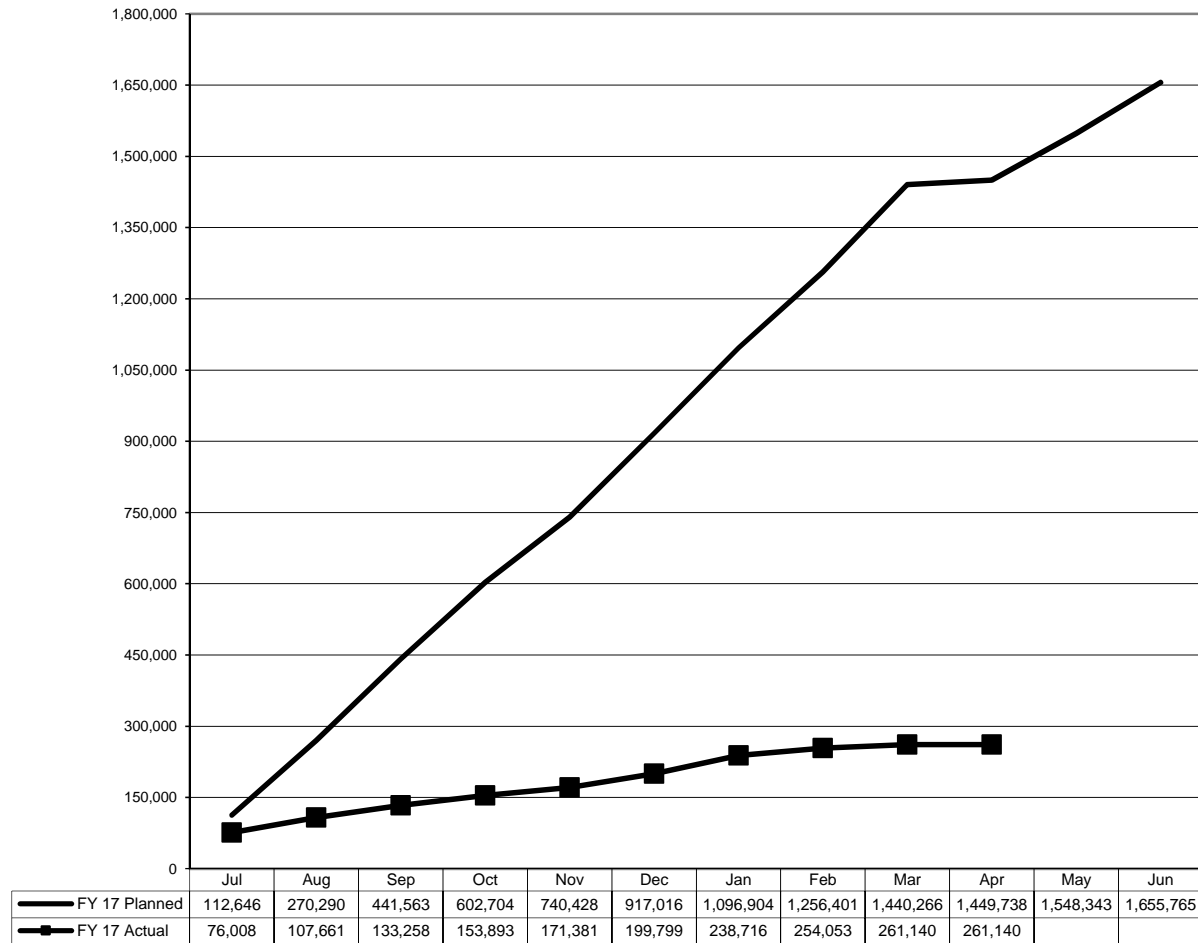
**C** - Other Income includes PG&E mandated CPUC refund.



# Annual Budget LEC Generation Analysis Planned vs. Actual FY 2017

In MWh

## Lodi Energy Center





**Lodi Energy Center Project Participant Committee**

**LEC GHG Reports**

AGENDA ITEM NO.: 9

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**Date:** May 3, 2017

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

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

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2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center														
IDENTIFIER	Actual													Compliance Year 2013 Total
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													86,000	
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,427)	(45,427)

2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report  
for the Lodi Energy Center

IDENTIFIER	Actual												Compliance Year 2014
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
HVAC/Water Heater (MT)												173,000	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	41,170	500,265
Cumulative MT Obligation (MT)	513,564	572,533	618,879	639,994	667,628	687,686	732,842	759,626	827,166	901,181	782,385	823,555	823,555
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,416)	(87,447)	(89,167)	(93,052)	(66,708)	(185,098)	(139,942)	(113,158)	(59,204)	(35,709)	(115,939)	(75,119)	(75,119)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center													
	Actual												Compliance Year 2015
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	103,883	137,266	131,608	165,737	75,231	131,779	1,692,216
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	740,553	971,283	927,730	1,171,129	541,136	940,340	11,958,227
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	39,964	52,415	50,065	63,200	29,202	50,745	645,326
Cumulative MT Obligation (MT)	897,404	955,327	1,025,443	1,093,951	1,128,814	1,183,288	1,223,252	1,275,668	1,325,733	1,388,933	592,071	642,816	642,816
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	826,064	0	826,064
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	107,327	104,000	0	0	58,201	375	200	662,795
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,398,693	1,502,693	1,502,693	1,502,693	1,560,894	735,205	735,405	735,405
MTA Shortfall (MT)	(42,612)	15,061	(164,923)	(111,415)	(162,552)	(215,405)	(279,441)	(227,025)	(176,960)	(171,961)	(143,134)	(92,589)	(92,589)

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report  
for the Lodi Energy Center

IDENTIFIER	Actual												Compliance Year 2016
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
HVAC/Water Heater (MT)													
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	11,554	211,928
Cumulative MT Obligation (MT)	680,329	690,807	727,398	745,719	747,217	773,432	802,979	815,649	826,047	834,618	843,190	854,744	854,744
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	211,481	0	2,500	31,000	0	41,000	0	56,600	0	0	0	0	342,581
Cumulative MT Account Balance [MTA] (MT)	946,886	946,886	944,386	913,386	913,386	872,386	872,386	928,986	928,986	928,986	928,986	928,986	928,986
MTA Shortfall (MT)	(266,557)	(256,079)	(216,988)	(167,667)	(166,169)	(98,954)	(69,407)	(113,337)	(102,939)	(94,368)	(85,796)	(74,242)	(74,242)

2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center									
	Actual	Actual	Actual	Estimated	Estimated	Estimated	Compliance Year 2017	Cumulative Totals	
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Total	Charge Code Source
Energy (MWh)	38,917	15,337	7,086	0	0	1,793	63,133	425,188	Forecast/Meter
Gas Schedule (MMBtu)	301,781	115,019	59,077	0	0	12,908	488,785	3,070,296	Forecast/Meter
Emissions Factor (MT/MMBtu)	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	0	697	26,377	1,846,101	derived
Cumulative MT Obligation (MT)	871,030	877,237	880,425	880,425	880,425	881,121	881,121	3,664,443	derived
Compliance Instrument Participant Transfers (to LEC)									
Auction Allowances	0	0	5,000	0	0	0	5,000	2,000,966	CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	CITSS
Offsets	0	0	0	0	0	0	0	0	CITSS
Total Compliance Instrument Participant Transfers (MT)	0	0	5,000	0	0	0	5,000	2,000,966	
NCPA Compliance Instrument Purchases (for LEC)								0	
Auction Purchases	0	0	0	0	0	0	0	47,000	CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	CITSS
Offset Purchases	0	0	0	0	0	0	0	0	CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	47,000	
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	964,980	CITSS
Total Monthly Activity (MT)	0	0	5,000	0	0	0	2,390,547	2,462,334	derived
Cumulative MT Account Balance [MTA] (MT)	928,986	928,986	923,986	923,986	923,986	923,986	923,986	923,986	derived
MTA Shortfall (MT)	(57,956)	(51,749)	(43,561)	(43,561)	(43,561)	(42,865)	(42,865)		MTA SHORTFALL derived

Forecast has been updated through June 2016

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) May 2017																
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)	24,588	58,256	2,365	301,152	17,338	14,501	82,864	17,920	94,573	6,934	23,549	227,289	18,243	889,571		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	29,969	70,754	3,643	333,572	25,194	20,383	116,691	32,078	114,878	7,782	28,609	274,215	23,490	1,081,258		derived
MTA Shortfall (MT)	(5,381)	(12,497)	(1,278)	(32,420)	(7,856)	(5,882)	(33,827)	(14,159)	(20,306)	(848)	(5,060)	(46,926)	(5,247)	(191,687)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	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.



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

### **Staff Report**

AGENDA ITEM NO.: 10

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**Date:** May 2, 2017

**Meeting Date:** May 8, 2017

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

**Subject:** Sage Engineers, Inc. – First Amendment to the Five Year Multi-Task Professional Services Agreement for Engineering Services; Applicable to the following projects:  
All NCPA Facility Locations, Members, SCPPA and SCPPA Members

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#### Proposal

Approve the First Amendment to the Multi-Task Professional Services Agreement with Sage Engineers, Inc. for engineering consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel. The First Amendment will increase the not-to-exceed amount from \$225,000 to \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

#### Background

On September 9, 2016 NCPA entered into a five year Multi-Task Professional Services Agreement for engineering services with Sage Engineers Inc. Sage Engineers, Inc. subsequently absorbed California Electrical Services, Inc., another engineering firm with which NCPA had a five year Multi-Task General Services Agreement for not to exceed \$750,000. California Electrical Services has requested that we access their services through Sage Engineers, Inc. As a result, the NCPA Generation Services facilities (Hydro, Geothermal, and Combustion Turbines) have a need to utilize significantly more of Sage’s engineering services than originally anticipated by the original contract of \$225,000 over five years. It has been determined that additional funds will be required in order for all facilities to utilize the contract.

#### 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 other agreements with GHD, Inc., Andritz Hydro, Kestrel Power Engineering, Inc., and Baskin Engineering, Inc. for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (2)

- First Amendment to Sage Engineers, Inc. MTPSA
- Multi-Task Professional Services Agreement with Sage Engineers, Inc.





## FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SAGE ENGINEERS, INC.

This First Amendment ("Amendment") to Multi-task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Sage Engineers, Inc. ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 201\_\_.

WHEREAS, the Parties entered into a Multi-task Professional Services Agreement dated effective September 9, 2016, (the "Agreement") for Sage Engineers, Inc. to provide dam safety engineering and other engineering consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$225,000 to a 'NOT TO EXCEED' amount of \$1,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay 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.

The remainder of Section 2 of the Agreement is unchanged.

2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

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

Date: \_\_\_\_\_

SAGE ENGINEERS, INC.

\_\_\_\_\_  
STEVE H. SANDERS, President

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



### SCHEDULE OF CHARGES

NCPA

16-103.00 – 2017 NCPA FERC Part 12D Safety Reports

June 24, 2016

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The Schedule of Charges applies to all services provided by and/or through SAGE Engineers, Inc. (SAGE). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services.

#### **PERSONNEL**

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<b><u>Personnel Category</u></b>	<b><u>Hourly Rate</u></b>
Senior Principal Engineer/Geologist	\$ 275.00
Principal Electrical Engineer	265.00
Principal Engineer/Geologist	265.00
Senior Associate Engineer/Geologist	220.00
Senior Consultant	210.00
Associate Engineer/Geologist	200.00
Senior Electrical Engineer	200.00
Senior Engineer/Geologist	185.00
Senior Project Engineer/Geologist	165.00
Project Engineer/Geologist	150.00
Senior Staff Engineer/Geologist	135.00
Staff Engineer/Geologist	125.00
Senior CADD/GIS Technician	145.00
CADD/GIS Technician	105.00
Contract Administration/Support Services	105.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$375 per hour.

#### **TRAVEL / REIMBURSABLES**

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When

it is necessary for an employee to be away from the office overnight, all actual costs including out- of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%). Specialty design software will be charged at an hourly rate on a per use basis, as follows: I- Site (\$40/hr); Arc GIS, GeoStudios (SEEP/W, SLOPE/W, SIGMA/W), RISA-3D, and SAFE (\$35/hr), SAP 2000 and RockWorks (\$25/hr); Dips, Swedge, RocPlane, and RocFall (\$15/hr). Specialty field equipment will be charged at a daily rate on a per use basis: Trimble GPS Unit+Antenna (\$130/day); Rope Access (\$200/day).

#### **OUTSIDE SERVICES**

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

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2251 Douglas Blvd., Ste. 200, Roseville, CA 95661, (916) 677-4800  
1999 Harrison St., Ste. 1800, Oakland, CA 94612, (510) 701-2266  
[SAGEengineers.com](http://SAGEengineers.com)

The rates set forth above are valid from June 24, 2016 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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.



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

This agreement for professional services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and SAGE Engineers, Inc., a corporation, with its office located at 2251 Douglas Blvd., Roseville, CA 95661 ("Consultant") (together sometimes referred to as the "Parties") as of 9/19, 2016 ("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 Work 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 (7) 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** two hundred twenty-five thousand dollars (\$225,000) 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

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

**4.4.2 Notice of Reduction in or Cancellation of Coverage.** 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, Agency shall have the right to require the Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPPA or Agency member for which the Services are to be performed.



- 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. 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.
- 4.6 **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. 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 and hold harmless the Agency and its officials, commissioners, officers, employees, agents, and volunteers from and against any and all losses, liability, and damages arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, and for acts for which they are liable.

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

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

foregoing, in the event Consultant defends the Agency and it is ultimately determined or agreed to that the Consultant was either not negligent or was only partially negligent with respect to the loss, liability, claim, suit, action or damages, the Agency agrees that it shall promptly reimburse Consultant for such proportion of the Consultant's costs incurred in defending the Agency that is not attributable to the negligence of the Consultant.

Consultant's liability shall be limited to the policy limit amounts detailed in Section 4 above, as well as any coverage positions or determinations made or taken by Consultant's insurance carriers, as it relates to specific claims by the Agency, as long as Consultant maintains in effect and applicability the insurance, including but not limited to the amounts, deductibles, and scope, referenced herein.

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

## **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 is 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 delivers 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, Generation Services, 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:

Steven H. Sanders  
President  
SAGE Engineers, Inc.  
2251 Douglas Blvd., Suite 200  
Roseville, CA 95661

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 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, and Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's Proposal, the Exhibits shall control.

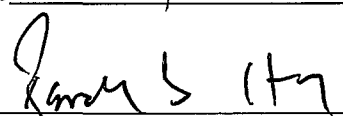
**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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


NORTHERN CALIFORNIA POWER AGENCY

Date 9/9/16

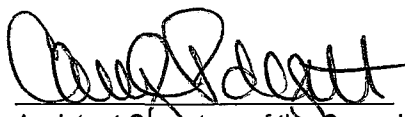
  
RANDY S. HOWARD, General Manager

SAGE ENGINEERS, INC.

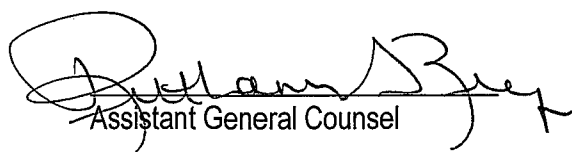
Date 9/7/16

  
STEVE H. SANDERS, President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Assistant General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

As requested by NCPA, Sage Engineers, Inc., ("Consultant") shall provide consulting services to the Northern California Power Agency ("Agency"), Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, including, without limitation:

- Dam Safety Engineering in accordance with 18CFR12D;
- Civil, environmental, geotechnical and structural engineering;
- Consulting related to geology, hydrology or hydraulics;
- Mapping/surveying/GIS;
- Protection relay upgrades and electrical engineering support;
- Engineering inspection and construction observation and testing; and
- Other miscellaneous engineering tasks.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$225,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



### SCHEDULE OF CHARGES

NCPA

16-103.00 – 2017 NCPA FERC Part 12D Safety Reports

June 24, 2016

The Schedule of Charges applies to all services provided by and/or through SAGE Engineers, Inc. (SAGE). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services.

#### **PERSONNEL**

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<b><u>Personnel Category</u></b>	<b><u>Hourly Rate</u></b>
Senior Principal Engineer/Geologist	\$ 275.00
Principal Electrical Engineer	265.00
Principal Engineer/Geologist	265.00
Senior Associate Engineer/Geologist	220.00
Senior Consultant	210.00
Associate Engineer/Geologist	200.00
Senior Electrical Engineer	200.00
Senior Engineer/Geologist	185.00
Senior Project Engineer/Geologist	165.00
Project Engineer/Geologist	150.00
Senior Staff Engineer/Geologist	135.00
Staff Engineer/Geologist	125.00
Senior CADD/GIS Technician	145.00
CADD/GIS Technician	105.00
Contract Administration/Support Services	105.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$375 per hour.

**TRAVEL / REIMBURSABLES**

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%). Specialty design software will be charged at an hourly rate on a per use basis, as follows: I- Site (\$40/hr); Arc GIS, GeoStudios (SEEP/W, SLOPE/W, SIGMA/W), RISA-3D, and SAFE (\$35/hr), SAP 2000 and RockWorks (\$25/hr); Dips, Swedge, RocPlane, and RocFall (\$15/hr). Specialty field equipment will be charged at a daily rate on a per use basis: Trimble GPS Unit+Antenna (\$130/day); Rope Access (\$200/day).

**OUTSIDE SERVICES**

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

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2251 Douglas Blvd., Ste. 200, Roseville, CA 95661, (916) 677-4800  
1999 Harrison St., Ste. 1800, Oakland, CA 94612, (510) 701-2266  
SAGEengineers.com

The rates set forth above are valid from June 24, 2016 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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,

Steven Sanders

(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

SAGE Engineers, 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]

(Signature of officer or agent)

Dated this 7th day of September, 20 16.

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.

2699527.3



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

AGENDA ITEM NO.: 11

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**Date:** April 25, 2017

**Meeting Date:** May 8, 2017

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

**Subject:** Knights' Electric, Inc – Five Year Multi-Task General Services Agreement for Maintenance Services; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

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### Proposal

Approve the Multi-Task General Services Agreement with Knights' Electric, Inc. for miscellaneous maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 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

Miscellaneous maintenance services are required from time to time at various NCPA locations, NCPA Members, SCPPA, and SCPPA Member facilities, which include but are not limited to miscellaneous termination/demolition of existing equipment, lighting in power plants, Steamfield and facility buildings, troubleshooting to electrical equipment and circuits and emergency services. Knights' Electric, Inc. is a provider of these services.

### 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 other enabling agreements with Coastal Mountain, Contra Costa Electric and Hart High-Voltage for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is 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 \$750,000 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 Knights' Electric, Inc.



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
KNIGHTS' ELECTRIC, INC.**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Knights' Electric, Inc., a Corporation with its office located at 11410 Old Redwood Hwy., Windsor, CA ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2017 ("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 SEVEN HUNDRED AND FIFTY THOUSAND** dollars (\$750,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](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.** Intentionally Omitted.
- 4.4 **Pollution Insurance.** Intentionally Omitted.
- 4.5 **All Policies Requirements.**
- 4.5.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 **Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6 **Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.7 **Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by

the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

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

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

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

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

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

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

Knights' Electric, Inc.  
11410 Old Redwood Hwy.  
Windsor, CA 95492

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be

commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

- 13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

- 13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, 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

KNIGHTS' ELECTRIC, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
BARBARA RAGSDALE, President

Attest:

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

Approved as to Form:

\_\_\_\_\_  
General Counsel



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

Knights' Electric, Inc. ("Contractor") shall provide labor and material to perform miscellaneous electrical maintenances services as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

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

- Miscellaneous termination/demolition of existing equipment
- Lighting in power plants, steamfield and facility buildings
- Troubleshooting to electrical equipment and circuits
- Emergency services

## 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:



March 14, 2017

#### LABOR RATES

##### **Prevailing Wage Rates:**

	Straight-Time	Overtime	Double-Time
Journeyman Electrician	\$ 145.00	\$ 185.00	\$ 230.00
Apprentice Electrician	\$ 100.00	\$ 130.00	\$ 175.00

Daily Truck Charge \$100.00

Materials are charged at Trade plus 20%.

These rates apply to any work performed without a prior approved bid. These rates are valid through June 30, 2022.

11410 Old Redwood Hwy. / Windsor, CA / 95462 / 707-433-6931 phone / 707-431-2342 fax  
[WWW.KNIGHTSELECTRIC.COM](http://WWW.KNIGHTSELECTRIC.COM)



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

\_\_\_\_\_  
(Company name)

for contract work at

\_\_\_\_\_  
(Project name and location)

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

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

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

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

**EXHIBIT D – 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

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 establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

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

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

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



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

### **Staff Report**

AGENDA ITEM NO.: 12

**Date:** May 3, 2017

**Meeting Date:** May 8, 2017

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

**Subject:** Approval of updated Exhibit 8 of PMOA Agreement Schedule 1.00

#### Proposal

Approve updated Exhibit 8 to Schedule 1.00 of the PMOA to clarify the assessment of certain applicable charges and payments associated with the CAISO's Resource Adequacy Availability Incentive Mechanism ("RAAIM").

#### Background

NCPA and the LEC Project Participants executed the Lodi Energy Center Project Management and Operations Agreement (PMOA), which became effective on August 1, 2010. The PMOA contains multiple Schedules, which provide procedures and protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules can be revised, deleted or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC), and with regard to certain Schedules, approval additionally by the NCPA Commission when such Schedules "...could be reasonably viewed as having an impact on other NCPA projects." (PMOA, Article 10).

Staff is recommending changes to Exhibit 8 of PMOA Agreement Schedule 1.00, which identifies CAISO settlement charge codes that are applicable to the LEC Project and their respective allocation basis to Project Participants. A completed "marked" version of the proposed Exhibit 8 is attached to this staff report reflecting two specific recommended changes described herein.

The CAISO recently implemented a redesigned resource adequacy mechanism, RAAIM, to better account for and measure the resource availability performance of system/local capacity and flexible capacity associated with resource adequacy obligations. Similar to the CAISO's previous resource adequacy mechanism, RAAIM includes provisions for a monthly non-availability charge and availability incentive payment for RA resources that perform below or above a defined threshold standard, respectively.

Consistent with the CAISO's accounting and settlement treatment for RAAIM, NCPA proposes to apply an 'overlap determination' rule that assesses each megawatt one time during each RA obligation hour to avoid double counting a participant's RA capacity. Accordingly, each LEC Participant's Resource Adequacy (RA) megawatts claimed for both flexible and system/local requirements are assessed under the flexible RA obligation, while all megawatts counted only toward the system/local requirements are assessed under the system/local RA obligation.

The tables below illustrate an example of the overlap determination rule for two LEC Project Participants:

- Participant A claims its share of the LEC Project capacity for 25 MW as flexible capacity and 30 MW as generic system capacity, and;
- Participant B claims its LEC Project share of 30 MW for use as only generic local capacity.

For participants who claim both flexible and generic RA capacity, NCPA will calculate each LEC Participant's Day Ahead Generic Capacity quantity as the greater of zero or the difference between its claimed generic and flexible capacity quantities indicated in the table below.

Participant	DA Max Generic Capacity Qty	Flexible Capacity Qty	DA Generic Capacity Qty max(0, DA Max Generic Qty - Flexible Qty)
Participant A	30	25	5
Participant B	30	0	30
	<b>60</b>	<b>25</b>	<b>35</b>

The adjusted generic quantities ensure that each participant's RA capacity is counted only one time for each assessment hour based on the higher quality flexible capacity, as indicated in the table below.

Participant	Flexible Capacity Qty	DA Generic Capacity Qty	Total RAAIM Obligation Qty	RAAIM Capacity %
Participant A	25	5	30	50.00%
Participant B	0	30	30	50.00%
<b>Total</b>	<b>25</b>	<b>35</b>	<b>60</b>	<b>100.00%</b>

#### Fiscal Impact

No significant costs will be incurred to implement the changes to the PMOA Schedules and funds are available in the NCPA budget to support the work associated with these contract updates.

#### Environmental Analysis

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

Respectfully submitted,



MONTY HANKS  
Assistant General Manager/CFO

Prepared by:



ROBERT CARACRISTI  
Manager, Information Services and  
Power Settlements

Attachments

– Redline copy of Exhibit 8 of PMOA Agreement Schedule 1.00

## EXHIBIT 8

### Settlement of CAISO Charge Codes and Allocations to Participants

The Project will utilize NCPA's current CAISO SCID. The CAISO Settlement Charges shall be determined by the CAISO Tariff and is typically available on the CAISO's website as "ISO Market Charge Codes Matrix" that the CAISO updates periodically. Below is a subset of CAISO Market Charge Codes that apply to the Project.

Charge Code	Charge Code Name	Short Description	Allocation Basis
4512	GMC Inter-Scheduling Coordinator Trade Transaction Fee	Accounts for Inter-SC Trade (IST) Schedules in both the Day Ahead and Real Time Markets.	Allocated to the Project Participant/s who initiated the Trade based on unique scheduling SC IST name
4515	GMC Bid Transaction Fee	Accounts for the CAISO fee per bid segment for each Resource's final Clean Bids, Self Schedules, and Self Provisions.	Generation Entitlement Share
4560	GMC Market Services Charge	Designed to recover costs the CAISO incurs for implementing and running the Markets.	Generation Entitlement Share
4561	GMC System Operations Charge	Designed to recover costs the CAISO incurs for running the Grid in Real Time.	Generation Entitlement Share
6124	No Pay Spinning Reserve Settlement	Rescinds payments for Day Ahead, HASP, and Real Time Spinning Reserve Awards in the event the Resource does not fulfill the requirements associated with that payment.	Generation Entitlement Share
6486	Real Time Excess Cost for Instructed Energy Allocation	Allocates the excess cost payments to Scheduling Coordinators.	Generation Entitlement Share
6524	No Pay Regulation Up Settlement	Rescinds payments for Day Ahead, HASP, and Real Time Regulation Up Awards in the event the Resource does not fulfill the requirements associated with that payment.	Generation Entitlement Share
6624	No Pay Regulation Down Settlement	Rescinds payments for Day Ahead, HASP, and Real Time Regulation Down Awards in the event the Resource does not fulfill the requirements associated with that payment.	Generation Entitlement Share

Exhibit 8 to Agreement Schedule 1.00  
LEC Project Management and Operations Agreement  
Approved by PPC 10-10-2016  
Approved Commission and Effective 10-27-2016



Charge Code	Charge Code Name	Short Description	Allocation Basis
7077	Daily Flexible Ramp Up Uncertainty Allocation	Allocates Flexible Ramp Up Uncertainty amounts to resources based on the negative sum of the resource's Uncertainty Movement and Uninstructed Imbalance Energy	Generation Entitlement Share
7078	Daily Flexible Ramp Up Uncertainty Allocation	Allocates Flexible Ramp Up Uncertainty amounts to resources based on the negative sum of the resource's Uncertainty Movement and Uninstructed Imbalance Energy	Generation Entitlement Share
7087	Daily Flexible Ramp Down Uncertainty Allocation	Allocates Flexible Ramp Down Uncertainty amounts to resources based on the positive sum of the resource's Uncertainty Movement and Uninstructed Imbalance Energy	Generation Entitlement Share
7088	Monthly Flexible Ramp Down Uncertainty Allocation	Allocates Flexible Ramp Down Uncertainty amounts to resources based on the positive sum of the resource's Uncertainty Movement and Uninstructed Imbalance Energy	Generation Entitlement Share
7999	Invoice Deviation Interest Allocation	Accounts for interest charges to Scheduling Coordinators for time value of money between CAISO Invoices.	ESP Invoice Deviation Amount deltas
8830	Resource Adequacy Availability Incentive Mechanism Allocation	Represents a charge to any RA Resource that failed to meet the monthly Availability Standard minus the tolerance band of 2%.  <u>Similar to the CAISO's 'overlap determination' rule, each LEC Participant's Resource Adequacy (RA) megawatts claimed for both flexible and system/local requirements are assessed under the flexible RA obligation, while all megawatts counted only toward the system/local requirements are assessed under the system/local RA obligation to prevent double counting.</u>	Pro-rata assessment to LEC Project Participants who claim LEC for RA Capacity for the applicable month

## LEC ISO Net Energy Sales Charge Codes

Charge Code	Charge Code Name	Short Description	Allocation Basis
6011	Day Ahead Energy, Congestion, and Losses Settlement	Settles Day Ahead Schedules by paying for Supply and charging for Demand based upon the LMP at Resource Locations for each hour.	Generation Entitlement Share
6100	Day Ahead Spinning Reserve Capacity Settlement	Pays Scheduling Coordinators for awarded Spinning Reserve in the Day Ahead Market.	Generation Entitlement Share
6170	Real Time Spinning Reserve Capacity Settlement	Pays Scheduling Coordinators for awarded Spinning Reserve in the Real Time Market.	Generation Entitlement Share
6301	Day Ahead Inter-SC Trades Settlement Physical and Converted Physical Trades	Accounts for Energy Trades between Scheduling Coordinators in the Day Ahead Market. <b>The “From” SC is charged the product of the valid quantity and the LMP.</b> The “To” SC is paid the product of the valid quantity and the LMP. <b>This could be a cost or revenue.</b>	Allocated to the Project Participant/s who initiated the Trade based on unique scheduling SC IST name
6371	FMM Inter-SC Trades Settlements	Accounts for Energy Trades between Scheduling Coordinators during the Fifteen Minute Market (FMM). <b>The “From” SC is charged the product of the valid quantity and the LMP.</b> The “To” SC is paid the product of the valid quantity and the LMP. <b>This could be a cost or revenue.</b>	Allocated to the Project Participant/s who initiated the Trade based on unique scheduling SC IST name
6460	FMM IIE	FMM Instructed Imbalance Energy is the incremental or decremental energy to the Day Ahead Schedule. <b>This could be a cost or revenue.</b>	Generation Entitlement Share
6470	RTD IIE	Based upon the calculated energy expected to be produced or consumed as a result of responding to Real Time Dispatch Instructions. <b>This could be a cost or revenue.</b>	Generation Entitlement Share

Charge Code	Charge Code Name	Short Description	Allocation Basis
6475	Real Time Uninstructed Imbalance Energy	Accounts for deviations from a Resource's Instructed Imbalance Energy and Day Ahead Schedule. <b>This could be a cost or revenue.</b>	Generation Entitlement Share
6488	Exceptional Dispatch Uplift Settlement	Accounts for the Excess Cost Payment (Uplift) above the RT LMP to a Resource's Bid Price for exceptional dispatches that are used to mitigate or resolve congestion as a result of transmission-related modeling limitations in the Full Network Model.	Generation Entitlement Share
6500	Day Ahead Regulation Up Capacity Settlement	Pays Scheduling Coordinators for awarded Regulation Up in the Day Ahead Market.	Generation Entitlement Share
6570	Real Time Regulation Up Capacity Settlement	Pays Scheduling Coordinators for awarded Regulation Up in the Real Time Market.	Generation Entitlement Share
6600	Day Ahead Regulation Down Capacity Settlement	Pays Scheduling Coordinators for awarded Regulation Down in the Day Ahead Market.	Generation Entitlement Share
6620	Real Time Bid Cost Recovery Settlement	Pays Scheduling Coordinators an uplift to ensure start up costs, bid costs, and minimum load costs are able to be recovered related to Real Time Market.	Generation Entitlement Share
6630	Day Ahead Bid Cost Recovery	Pays Scheduling Coordinators an uplift to ensure start up costs, bid costs, and minimum load costs are able to be recovered related to Day Ahead Market.	Generation Entitlement Share
6670	Real Time Regulation Down Capacity Settlement	Pays Scheduling Coordinators for awarded Regulation Down in the Real Time Market.	Generation Entitlement Share
7070	Flexible Ramp Forecasted Movement	Pays or charges Scheduling Coordinators for the flexible ramp forecasted movement assessment inclusive of rescission <b>This could be a cost or revenue.</b>	Generation Entitlement Share
7071	Flexible Ramp Up Uncertainty Settlement	Pays Scheduling Coordinators for Flexible Ramp Up Uncertainty capability to resolve the Uncertainty Requirement	Generation Entitlement Share

Charge Code	Charge Code Name	Short Description	Allocation Basis
7081	Flexible Ramp Down Uncertainty Settlement	Pays Scheduling Coordinators for Flexible Ramp Down Uncertainty capability to resolve the Uncertainty Requirement	Generation Entitlement Share
7251	Regulation Up Mileage Settlement	Settles the quantity of frequency Regulation Up service provided by a Resource when accurately following a control signal from the CAISO.	Generation Entitlement Share
7261	Regulation Down Mileage Settlement	Settles the quantity of frequency Regulation Down service provided by a Resource when accurately following a control signal from the CAISO.	Generation Entitlement Share
7989	Invoice Deviation Interest Settlement	Accounts for interest payments to Scheduling Coordinators.	ESP Invoice Deviation Amount
8526	Generator Interconnection Process (GIP) Forfeited Deposit Allocation	This charge code is associated with the forfeited deposit amounts collected by the CAISO throughout the various stages of the GIP, which are then allocated to Scheduling Coordinators in proportion to their respective share of assessed Grid Management Charges (GMC) during the defined calendar year, consistent with CAISO Tariff section 37.9.4.	For the applicable defined calendar year, an LEC Participant's allocated CC 8526 amount is its ratio of assessed GMC amounts attributable to the Project and the total GMC amounts assessed to NCPA.
8831	Resource Adequacy Availability Incentive Mechanism Settlement	Represents a payment to any RA Resource that exceeds the monthly Availability Standard plus the tolerance band of 2.0%  <u>Similar to the CAISO's 'overlap determination' rule, each LEC Participant's Resource Adequacy (RA) megawatts claimed for both flexible and system/local requirements are assessed under the flexible RA obligation, while all megawatts counted only toward the system/local requirements are assessed under the system/local RA obligation to prevent double counting.</u>	Pro-rata assessment to LEC Project Participants who claim LEC for RA Capacity for the applicable month.

## Retired CAISO Charge Codes

<b>Charge Code</b>	<b>Charge Code Name</b>	<b>Short Description</b>	<b>Allocation Basis</b>	<b>Effective Retirement Date</b>
7050	Flexible Ramp Up Capacity Payment	Provides a payment to Resources that resolve the flexible ramping constraint and have been awarded Flexible Ramping Capacity.	Generation Entitlement Share	10/31/2016
7057	Monthly Flex Ramp Up Supply Cost Allocation Reversal	Sums the daily Flexible Ramp Supply Costs in charge code 7056 to a monthly total and reverses them. They are then reallocated in charge code 7058.	Generation Entitlement Share	10/31/2016
7056	Daily Flexible Ramp Cost Allocation	Accounts for the costs associated with the payments to Resources that resolve the flexible ramping constraint.	Generation Entitlement Share	10/31/2016
7058	Monthly Flexible Ramp Cost Allocation	Reallocates the monthly total flexible ramp supply costs reversed in charge code 7057 to suppliers based upon monthly gross negative supply deviations.	Generation Entitlement Share	10/31/2016
8820	Monthly Resource Adequacy Standard Capacity Product Availability Incentive Payment	Accounts for the CAISO's distribution of availability incentive payment for qualifying resources.	Pro-rata assessment to LEC Participants who claim LEC for RA Capacity for applicable month	10/31/2016
8824	Monthly Resource Adequacy Standard Capacity Product Non-Availability Charge	Accounts for the CAISO's non availability charges to any Resource Adequacy Resource which fails to meet the CAISO-defined Availability Standard.	Pro-rata assessment to LEC Participants who claim LEC for RA Capacity for applicable month	10/31/2016