



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: June 7, 2019
Subject: June 10, 2019 Lodi Energy Center Project Participant Committee Meeting
Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations
Time: 10:00 am

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

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NCPA 651 Commerce Drive Roseville, CA 95678	NCPA 12745 N. Thornton Road Lodi, CA 95241	CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA 94612	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438
CITY OF BIGGS 465 "C" Street Biggs, CA 95917	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122	POWER & WATER RESOURCES POOLING AUTHORITY 106 Polo Rd Glenwood Springs, CO 81601
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Sacramento, CA 95825	SILICON VALLEY POWER/CITY OF SANTA CLARA 881 Martin Avenue Santa Clara, CA 95050	CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482
CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702		

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

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

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

3. Meeting Minutes – Approval of May 6, 2019 Regular Meeting Minutes

MONTHLY REPORTS

4. Operational Report for May 2019 – (Jeremy Lawson)

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

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

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

CONSENT CALENDAR

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

8. Treasurer's Report for April and May 2019 – Accept by all Participants

9. Financial Report for April and May 2019 – Approve by all Participants

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

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- 11. Airgas USA, LLC. MTEMS** – Staff is seeking a recommendation for approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC., for CEMS EPA gases, certificates/re-certifications, and supply racks with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA.
- 12. Second Amendment to Sage Engineers, Inc. and Accepting Assignment to Gannett Fleming, Inc. MTPSA** - Staff is seeking a recommendation for approval of a Second Amendment to the existing five-year Multi-Task Professional Services Agreement with Sage Engineers, Inc. to transfer assignment of the agreement to Gannett Fleming, Inc. for providing dam safety engineering and other engineering consulting services, with a not to exceed amount of \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 13. Air Hygiene, Inc. MTCSA** - Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with Air Hygiene, Inc. for testing services for source, rate and emissions, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.
- 14. Update to PMOA Schedule 6.00** - Staff is seeking approval for a revised Schedule 6.00 of the Project Management and Operations Agreement to update the contact information for various Project Participants.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 15. Transformer Project** – Staff is seeking a recommendation for authorization of the NCPA General Manager to execute agreements and issue purchase orders, with a not to exceed amount of \$4,000,000.

INFORMATIONAL/ DISCUSSION ITEMS

- 16. CT1, CT2, LEC Negotiated Gas Rate Agreement** – Staff is seeking a recommendation for approval of a negotiated rate with PG&E for gas transportation for CT1, CT2, and LEC. The negotiated rate will consist of 2 components; a fixed component based on the approved revenue requirements from the current rate case, and a variable component as opposed to the current rate structure which is 100% variable.
- 17. Lodi Energy Center MSG Modeling** – Staff will provide an overview of Multi-Stage Generating unit modeling in the CAISO market. In addition, staff will furnish an update on the ongoing effort to implement functionality in NCPA systems to capture MSG modeling benefits for LEC.
- 18. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

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ADJOURNMENT

Next Regular Meeting: July 8, 2019

DRAFT

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.



651 Commerce Drive
Roseville, CA 95678

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web www.ncpa.com

LEC PPC Meeting Minutes

Date: May 6, 2019

Time: 10:00am

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

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

2. Call Meeting to Order and Roll Call

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

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Robledo	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Present	0.2679%
CDWR - Alqaser	Present	33.5000%
Gridley - Borges	Present	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	8	87.1501%
Absent	5	12.8499%
Quorum by #:	Yes	
Quorum by GES:	Yes	
Meeting Date:	May 6, 2019	

Public Forum

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

3. Meeting Minutes

The draft minutes from the April 8, 2019 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 5/6/2019

Motion: The PPC approves the minutes from the April 08, 2019 Regular Meeting as presented or *including any edits discussed at today's meeting.*

Moved by: Lodi

Seconded by: CDWR

Discussion: There was no further discussion.

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

MONTHLY REPORTS

4. Operational Reports for April 2019

Jeremy Lawson presented the Operational Report for April 2019. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. Jeremy discussed the upcoming outages for 2020-2022. The goal is to have the CT main transformer replaced in April/May 2020 and the 6-week outage for the major inspection in 2021/2022. The month long, planned outage in April 2019 went well and came back online two days earlier than anticipated.

The operational report reflected monthly production of 1,241 MWH, 8 service hours, and equivalent operating availability of 3.3%. The report set for the Capacity Factor @ 302MW Pmax of 0.6%. There were 0 hot starts, 0 warm starts, and 1 cold starts during the month.

5. Market Data Report for April 2019

Zakary Liske presented the operating and financial settlement results for the month of April. LEC was committed to CAISO 1 out of 1 available days. There was one run after the planned outage for 29 days in the month of April. Chairman Caballero wanted to know how many runs in April and May occurred after the outage. Jeremy Lawson stated one in April and two in May at this time.

6. Monthly Asset Report

Mike DeBortoli presented the monthly asset report for March 2019. Mike reported that the actuals were stronger than last year's actuals and better than currently forecasted. Mike reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

Jesse Shields presented the Bidding Strategies Report for April 2019. Jesse reviewed bidding and calculating net start-up costs. Jesse reviewed DA and RT net revenues over the month with the Committee. Ken Speer wanted to know how many runs occurred in May 2019. Jesse stated that two runs had occurred and real time negative pricing occurred in the evening. Negative pricing occurred with congestion on the line during the runs and the larger hydro output.

Consent Calendar (Items 8-10)

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

Date: 5/6/2019

Motion: The PPC approves the Consent Calendar items consisting of agenda items no. 8. GHG Reports excerpted from monthly ARB; 9. KSB, Inc. MTGSA not to exceed \$1,000,000 for pump related maintenance services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. 10. Mechanical Analysis Repair, Inc., dba Martech MTGSA not to exceed \$1,500,000 for machining services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

Moved by:
Seconded by:

CDWR
Lodi

Discussion:

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Absent	2.7857%
BART	Absent	6.6000%
Biggs	Yes	0.2679%
CDWR	Yes	33.5000%
Gridley	Yes	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Absent	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Yes	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	7	84.3644%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	6	15.6356%
Result:	Motion Passes	

BUSINESS ACTION ITEMS

NONE.

CLOSED SESSION

11. Adjourned to Closed Session

Ken Speer and Ruthann Ziegler adjourned to Closed Session at 10:05am, after taking role and approving the minutes for April 2019. A Closed Session discussion was had pursuant to California Government Code Section 54956.9(d)(1) regarding Pacific Gas and Electric Company's 2019 Gas Transmission and Storage Rate Case, *Application of Pacific Gas and Electric Company Proposing Cost of Service and Rates for Gas Transmission and Storage Services for the Period 2019 – 2021*, California Public Utilities Commission Application 17-11-009 (filed November 17, 2017).

At 10:17am the Committee returned to Open Session. General Counsel Ruthann Ziegler advised that no reportable action was taken during the Closed Session.

INFORMATIONAL ITEMS

12. Additional Operational Updates

Michael DeBortoli reviewed a powerpoint presentation on the 2019 LEC Outage Updates. Mike reviewed the CT generator bearing, the water plant overhaul, transformer testing, heating blanket, piping, HRSG, injection well work, stack probe and DCS upgrade. Ken Speer asked about the CT generator-bearing medium. Mike mentioned Siemens recommended replacing the bearing since the lead layer of other bearings produced around the same time had problems. Chairman Caballero wanted to know who manufactured the CT and ST generators. Mike said the generators are different models produced by Siemens. Chairman Caballero asked how many low quality WTR check valves remain in the plant. Mike said there are many WTR valves remaining in the plant and we have spares to replace them with a higher quality as they fail.

Adjournment

The next regular meeting of the PPC is scheduled for Monday June 10, 2019 at 10:00am.

The meeting was adjourned at 10:41am.

Submitted by: Melissa Conrad

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 06/10/2019

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

- None

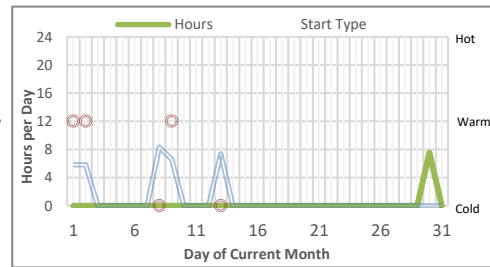
Planned Outage Summaries:

- **2020 MAY** – CT Main Transformer Replacement
- 2021/2022 CT – Major Inspection (6 weeks outage)

Generating Unit Statistics:**Date:**

5/1/2019

1. Monthly Production	5,501	MWH
2. Productivity Factor		
a. Service Hours	34	Hours
b. Service Factor	4.6%	%
c. Capacity Factor @ 302MW Pmax	2.4	%
3. Equivalent Operating Availability (EOA)	100.0	%
4. Forced Outage Rate (FOR)	0.0	%



5. Heat Rate Deviation

a. Fuel Cost (Not Current Market Price)

4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWH	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	7,044	1.05%	18	\$5
Seg. 4 250 - 275	7081	7,072	-0.13%	101	-\$4
Seg. 5 225 - 250	7130	7,171	0.58%	1,195	\$196
Seg. 6 200 - 225	7200	7,182	-0.25%	978	-\$70
Seg. 7 175 - 225	7450	7,561	1.49%	1,079	\$479
Seg. 8 165 - 175	7760	7,788	0.36%	1,049	\$117
	7,164	7,303	0.52%	4,420	\$724

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	\$6
Seg. 4 250 - 275	0	-1	1	\$34
Seg. 5 225 - 250	7	0	7	\$201
Seg. 6 200 - 225	6	-2	7	\$207
Seg. 7 175 - 225	8	-9	17	\$517
Seg. 8 165 - 175	4	-1	5	\$153
	25	-13	38	\$1,117

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	0	3	2
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	0	211	186
Start Time Deviation (%)	0%	92%	-7%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	1,300	1,947	3,734
Fuel Deviation (%)	0%	8%	7%
Costs of Fuel Deviations (\$)	\$0	\$1,764	\$1,872

Definitions:

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



LEC PPC Meeting

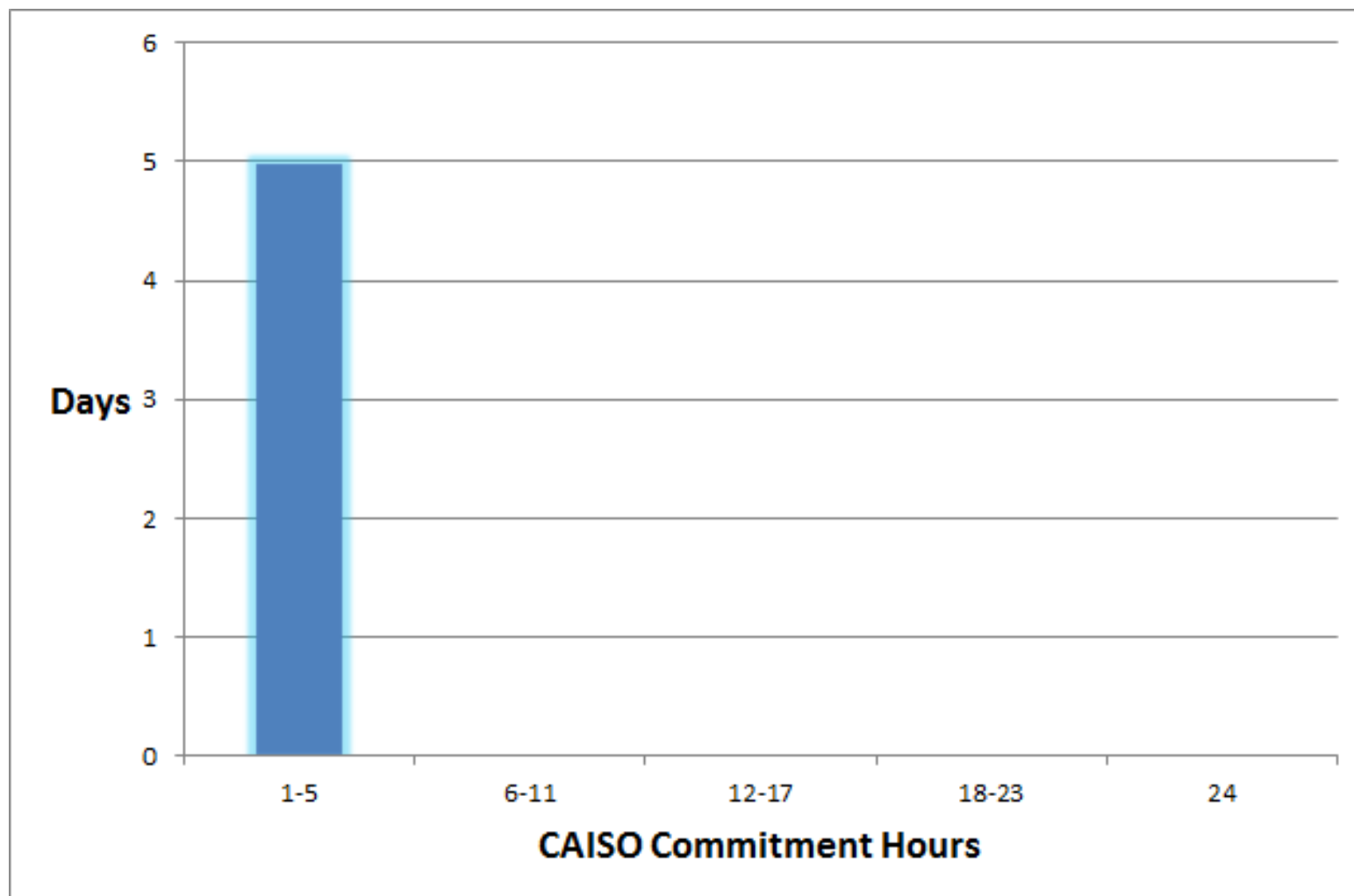
June 10, 2019

May 2019 Market Financial Results

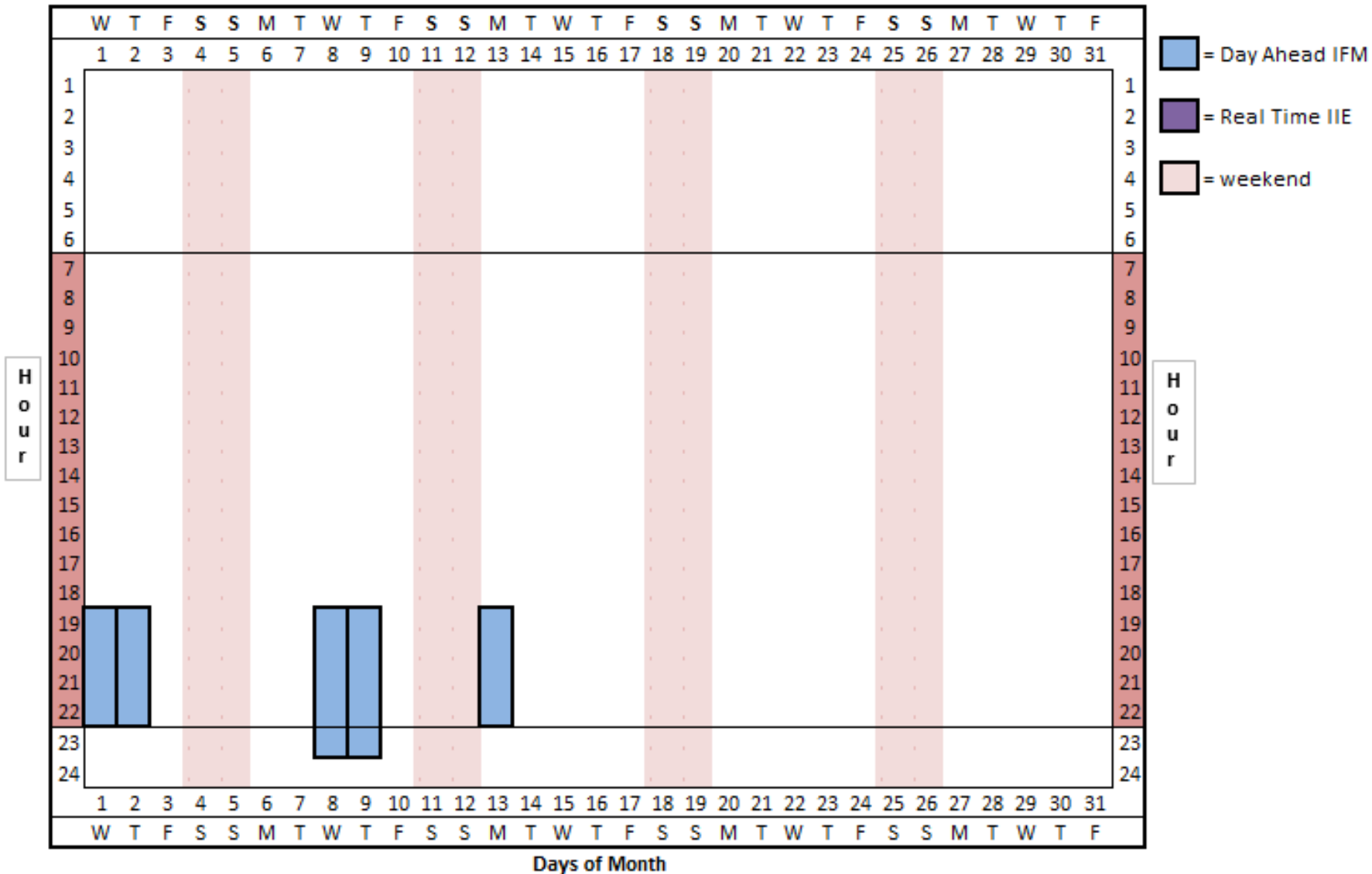
LEC Operational Results for May 2019

- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - 100% - Monthly Assessment Flexible Performance
 - Vs
 - 96.5% Availability Standard
- RAAIM Incentive Payment for
 - \$ 25,900 for Generic RA based on claimed 78.27 mw
 - Under further review for potential settlement adjustment.
 - \$ 10,600 for Flexible RA based on claimed 62.32 mw
- LEC was committed by CAISO for Market energy 5 of 31 available days
 - 0 days not committed due to planned outage
 - 26 days not committed due to economics

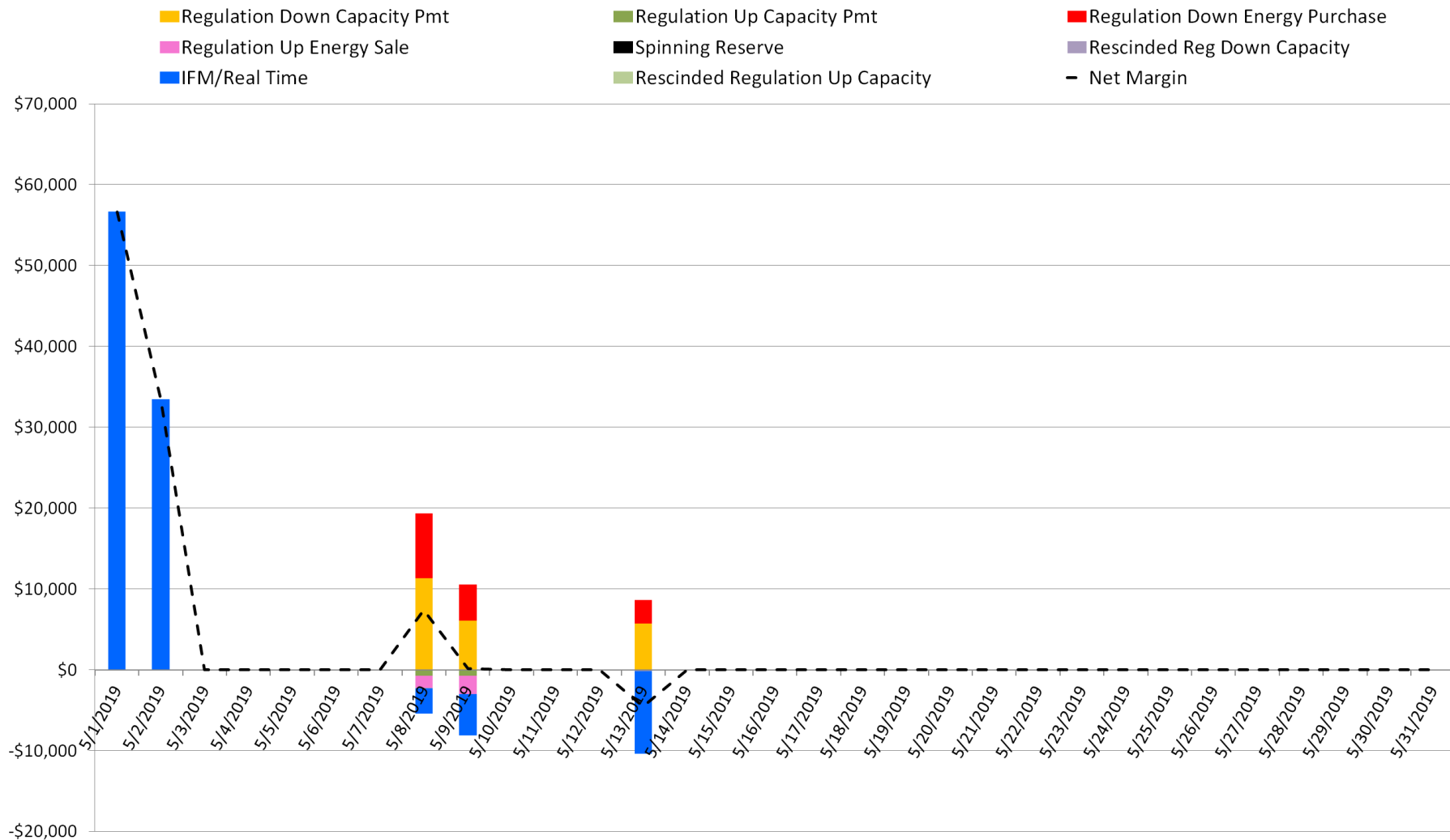
Frequency Tabulation of Daily CAISO commitment hours for May 2019



Daily CAISO Commitment Runs for May 2019



May 2019 LEC Daily Margin Profile by Product



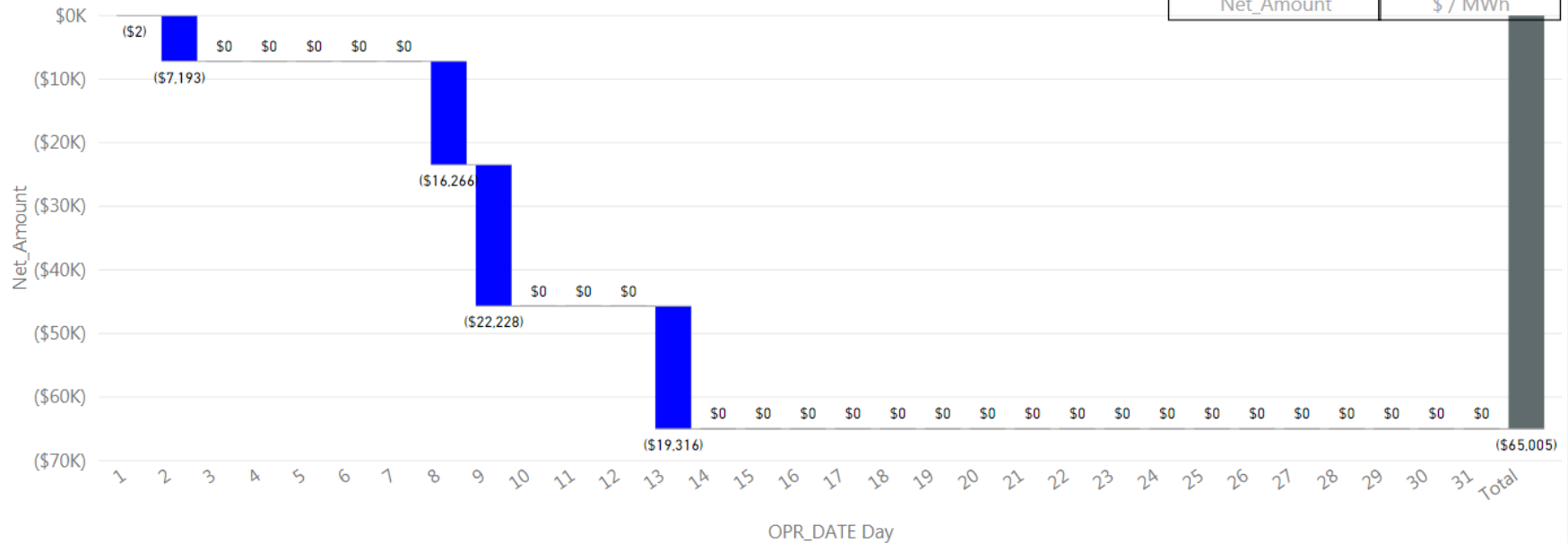
May 2019 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	348,200	
Regulation Up Capacity	\$	2,400	
Regulation Down Capacity	\$	7,900	
Spinning Reserve	\$	-	
Total Gross LEC Revenue			\$ 358,500
LEC CAISO GMC Costs	\$	(2,400)	
CAISO Energy & Capacity Buyback Costs	\$	(16,800)	
Total Monthly LEC Fuel Cost	\$	(174,300)	
Total Monthly GHG Obligation	\$	(45,400)	
Variable Operations & Maintenance Cost	\$	(18,400)	
Total Costs			\$ (257,300)
Net Cumulative Monthly Margin			\$ 101,200
Average Margin \$/MWh	\$		18.4

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total



(\$65.0K)

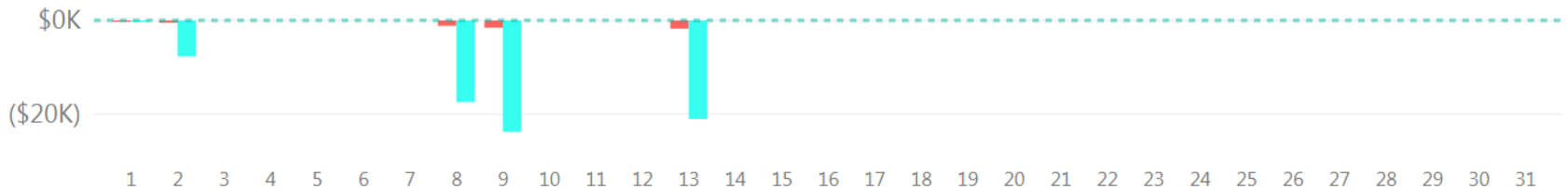
Net_Amount

(\$11.82)

\$ / MWh

NP15_Cost and LEC_Cost by Day

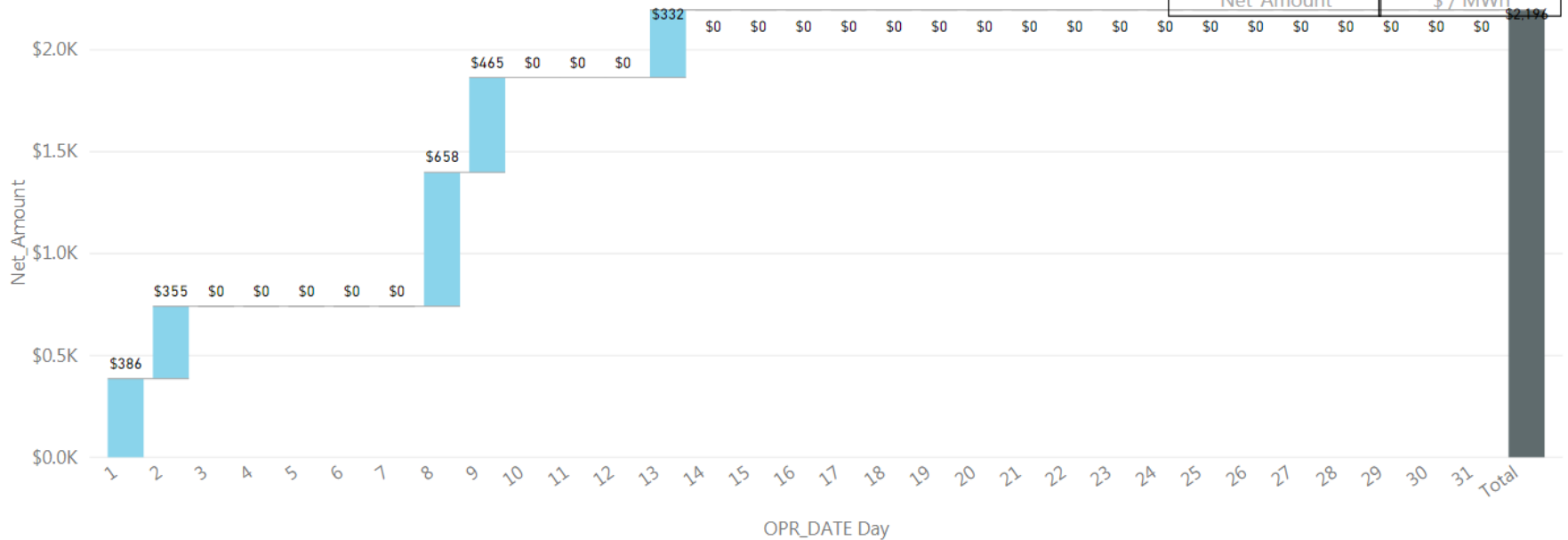
● NP15_Cost ● LEC_Cost



Comparison of Day Ahead Loss Component LEC vs NP15 Trade Hub

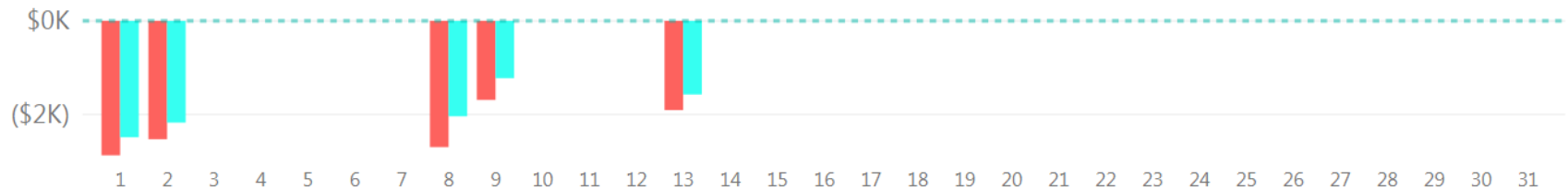
Net_Amount by Day

● Increase ● Decrease ● Total



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost



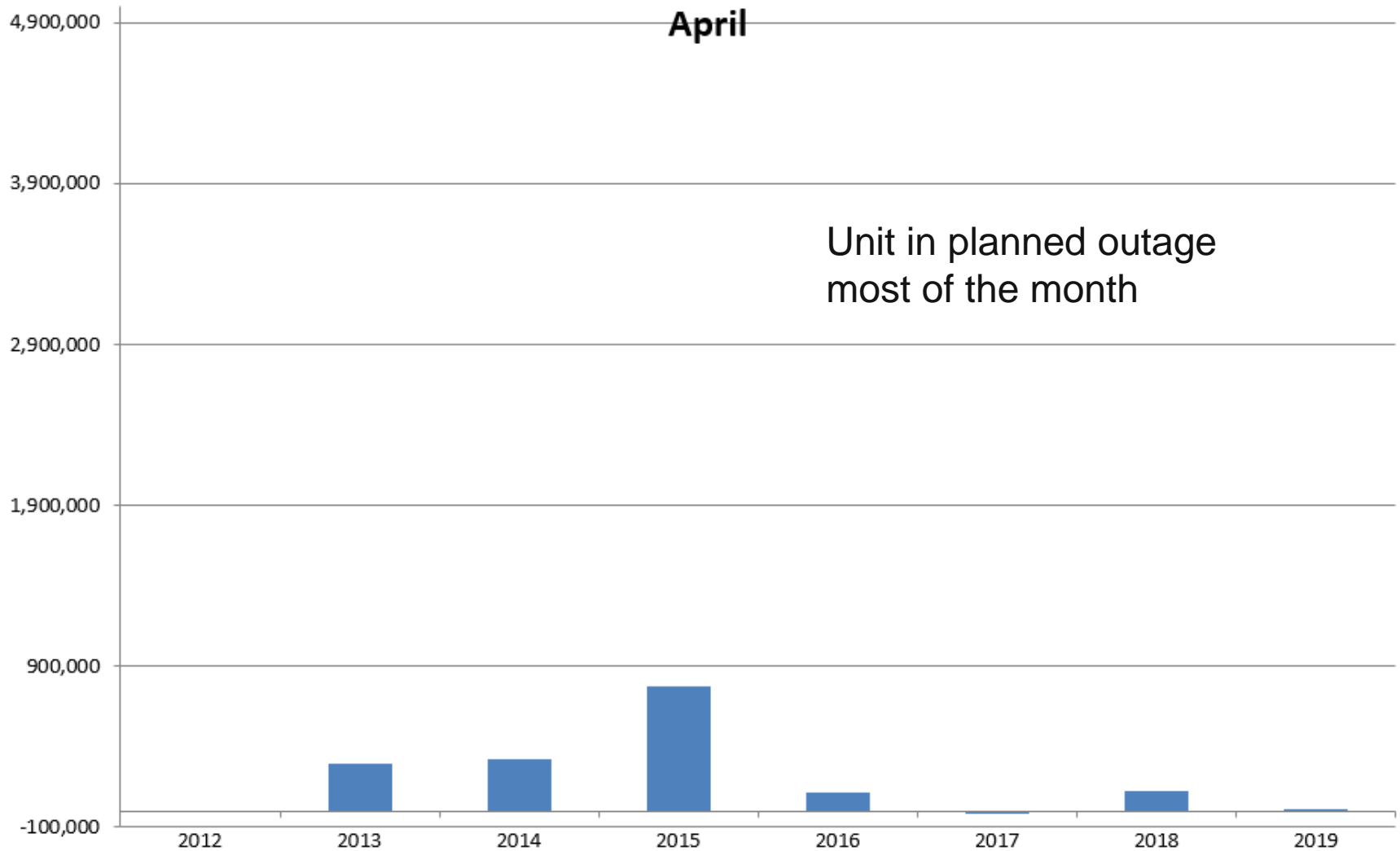
Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 06/03/2019

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2017 Budget	Percent Used	Comments
VOM	5,762,637	5,660,582	2,618,769	8,084,394	13,299,544	8,062,162	6,445,004	8,277,549	4,872,319	126,388	1,910,677	4,464,639	69,584,665	45,870,926	151.7%	
Capacity Factor	83%	79%	36%	89%	73%	74%	65%	66%	53%	1%	11%	51%	57%	53%	106.7%	Unit was planned to be on outage entire
Fuel Consumed (mmBTU, estimated)	1,236,043	1,270,941	562,033	1,395,938	1,121,029	1,221,270	1,048,116	946,090	847,476	10,731	175,908	763,172	10,598,748	8,933,236	118.6%	month. It came back early and had
Avg Fuel Cost (\$/mmBTU)	3.43	3.75	3.60	4.16	5.49	5.61	4.12	7.67	4.71	3.67	0.00	0.00	4.29	3.61	118.7%	several days operation. The Long
Power Produced (MWhr, estimated)	172,951	177,829	77,574	199,701	158,585	170,578	146,029	133,886	117,768	1,241	25,680	111,412	1,493,234	1,304,122	114.5%	Term Agreement payment did not come
Avg Power Price (\$/MWhr)	61.06	54.29	40.01	44.64	56.65	58.78	44.82	78.15	51.22	48.15	0.00	0.00	49.79	39.19	127.0%	in April as planned. This caused April to
Operations / Variable / LTSA	451,014	-221,653	98,129	1,036,939	6,153,720	130,265	1,165,839	142,278	83,679	76,310	890,172	514,619	10,521,311	4,733,381	222.3%	appear to be about \$700k lower than forecast
Fuel (estimated)	4,238,046	4,768,310	2,024,022	5,809,467	6,153,720	6,849,954	4,318,259	7,257,386	3,993,158	39,329	853,425	3,202,443	49,507,520	33,092,116	149.6%	April charge shifted to May forecast.
AB32 GHG Offset (estimated)	1,003,831	1,038,008	463,974	1,152,683	925,158	1,010,485	904,012	824,049	746,979	10,269	156,237	677,831	8,913,517	7,494,769	118.9%	
CA ISO Charges (estimated)	69,746	75,916	32,643	85,305	66,947	71,458	56,894	53,836	48,503	479	10,843	69,746	642,317	550,660	116.6%	
Routine O&M (Fixed)	869,905	798,878	1,084,701	752,948	726,713	1,032,679	1,106,029	1,018,057	967,816	1,362,091	999,463	798,347	11,517,627	11,428,728	100.8%	
Maintenance / Fixed	287,217	220,480	343,484	265,716	186,096	226,813	258,802	436,618	294,646	588,553	400,000	217,958	3,726,383	3,443,662	108.2%	Mainteance followed Forecast
Administration	4,265	1,807	34,753	4,025	4,187	5,421	3,556	4,679	4,373	9,231	16,412	16,412	109,120	205,529	53.1%	
Mandatory Costs	36,157	65,583	36,735	13,580	18,450	13,850	10,855	63,577	32,797	28,551	30,000	10,926	361,061	298,336	121.0%	
Inventory Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0%	
Labor	421,755	367,483	538,453	346,372	387,504	403,969	358,287	382,426	515,489	564,867	422,129	422,129	5,130,864	5,284,165	97.1%	Labor followed Forecast
Insurance	0	0	0	-1,713	0	243,655	340,879	0	0	1,280	0	0	584,101	625,976	93.3%	
Power Management & Settlements	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	120,511	1,446,132	1,446,134	100.0%	
Other Costs	0	23,014	10,765	4,457	9,965	18,460	13,139	10,246	0	49,098	10,411	10,411	159,965	124,926	128.0%	
Projects	121,759	126,805	121,759	121,759	157,733	121,759	121,759	121,759	121,759	121,759	121,759	121,759	1,502,128	1,613,107	93.1%	
Maintenance Reserve	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	121,759	1,461,108	1,461,107	100.0%	
Operations & Maintenance Projects	0	5,046	0	0	35,974	0	0	0	0	0	0	0	41,020	52,000	78.9%	
Capital Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000	0.0%	
A&G	179,446	187,660	235,600	169,686	160,986	162,298	176,363	177,366	240,895	180,016	212,587	212,587	2,295,490	2,551,043	90.0%	
Administrative & General (Allocated)	158,787	165,944	200,474	149,491	142,070	139,507	148,289	149,570	202,432	154,634	181,840	181,840	1,974,878	2,182,080	90.5%	
Generation Services Shared	20,659	21,716	35,126	20,195	18,916	22,791	28,074	27,796	38,463	25,382	30,747	30,747	320,612	368,963	86.9%	
Total O&M Cost	6,933,747	6,773,925	4,060,829	9,128,787	14,344,976	9,378,898	7,849,155	9,594,731	6,202,789	1,790,254	3,244,486	5,597,332	84,899,909	61,463,804	138.1%	
Debt Service	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	2,173,321	26,079,852	26,079,852	100.0%	
Revenues	10,560,770	9,655,190	3,103,737	8,914,308	8,983,306	10,026,384	6,545,670	10,463,844	6,033,035	60,969	1,458,606	5,296,227	81,102,047	53,829,414	150.7%	
ISO Energy Sales (estimated)	10,560,770	9,655,190	3,103,737	8,914,249	8,983,306	10,026,384	6,545,670	10,463,844	6,032,593	59,751	1,432,985	5,257,907	81,036,387	52,414,938	154.6%	
Other Income	0	0	0	59	0	0	0	0	442	1,218	25,621	38,320	65,659	1,414,476		
Net	\$1,453,702	\$707,944	(\$3,130,414)	(\$2,387,800)	(\$7,534,991)	(\$1,525,835)	(\$3,476,805)	(\$1,304,208)	(\$2,343,075)	(\$3,902,606)	(\$3,959,201)	(\$2,474,426)	(\$29,877,715)	(\$33,714,242)	Below budget by 11.38%	

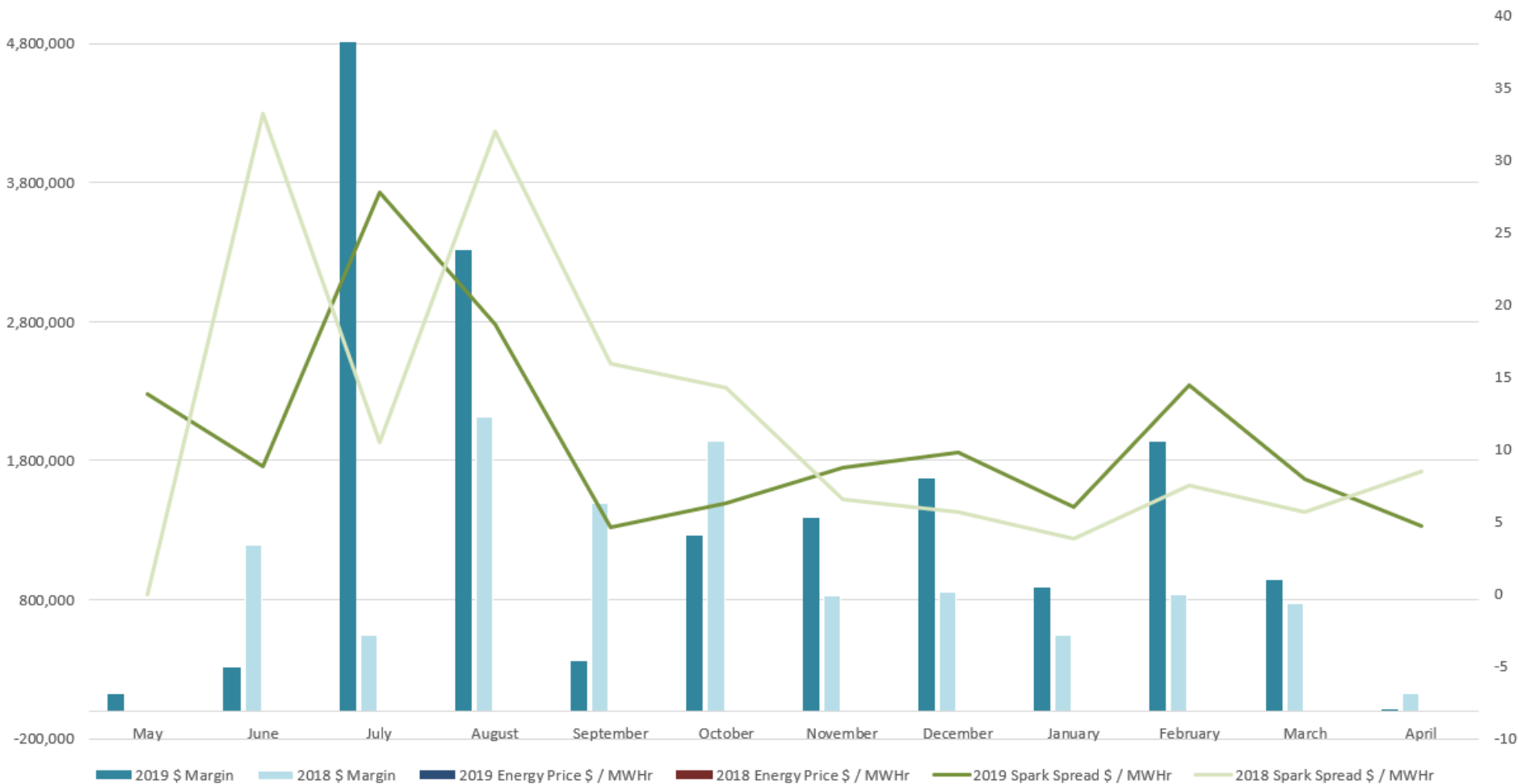
April Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	60,969	4,331	191,874	56,638	1308%	
VOM	126,388	743,403	886,985	(617,015)	-83%	LTA billed in wrong month
Fixed	1,362,091	1,308,260	1,308,260	53,831	4%	
Projects	121,759	221,759	221,759	(100,000)	-45%	
A&G	180,016	212,587	212,587	(32,571)	-15%	
Debt	2,173,321	2,173,321	2,173,321	0	0.00%	
Net Cost	(3,902,606)	(4,654,998)	(4,611,038)	752,393	-16%	
Net Annual Cost		(29,877,715)	(33,714,242)	\$3,836,527		
				Below budget by 11.38%		

Historical Margins



Historical Monthly Comparison





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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: June 10, 2019
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended May 31, 2019

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

Cash - At month end cash totaled \$971,146.

Investments - The carrying value of the LEC's investment portfolio totaled \$43,660,040 at month end. The current market value of the portfolio totaled \$43,535,674.

The overall portfolio had a combined weighted average interest rate of 1.479% with a bond equivalent yield (yield to maturity) of 1.297%. Investments with a maturity greater than one year totaled \$20,465,000. During the month \$19,433,098 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills decreased 7 basis points (from 2.44% to 2.37%) and rates on one year T-Bills decreased 15 basis points (from 2.43% to 2.28%).

To the best of my knowledge and belief, all securities held by LEC as of May 31, 2019 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

MAY 31, 2019

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

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 928,744	\$ 21,284,382	\$ 22,213,126	49.76%	\$ 21,284,712
Debt Service Reserve	-	12,331,401	12,331,401	27.63%	12,253,768
O & M Reserve	-	9,970,088	9,970,088	22.34%	9,923,025
	928,744	43,585,871	44,514,615	99.74%	43,461,505
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	74,169	74,169	0.17%	74,169
Transmission Upgrade Escrow ¹	42,402	-	42,402	0.10%	-
Participant Deposit Account	-	-	-	0.00%	-
	\$ 971,146	\$ 43,660,040	\$ 44,631,186	100.00%	\$ 43,535,674

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ 3,138,233	\$ 274	\$ 14,540,000	\$ -	\$ (18,798,428)	\$ 2,048,422	\$ 928,501
Debt Service Reserve	-	36,380	-	-	(36,380)	-	-
O & M Reserve	-	612	597,679	-	(598,290)	-	1
	3,138,233	37,266	15,137,679	-	(19,433,098)	2,048,422	928,502
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹	-	10	-	-	-	-	10
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ 3,138,233	\$ 37,276	\$ 15,137,679	\$ -	\$ (19,433,098)	\$ 2,048,422	\$ 928,512

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

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

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 18,798,428	\$ (14,540,000)	\$ 32,838	\$ -	\$ -	\$ 4,291,266
Debt Service Reserve	36,380	-	(6,792)	-	-	29,588
O & M Reserve	598,290	(597,679)	30	-	-	641
	<u>19,433,098</u>	<u>(15,137,679)</u>	<u>26,076</u>	<u>-</u>	<u>-</u>	<u>4,321,495</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 19,433,098</u>	<u>\$ (15,137,679)</u>	<u>\$ 26,076</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,321,495</u>

Less Non- Cash Activity

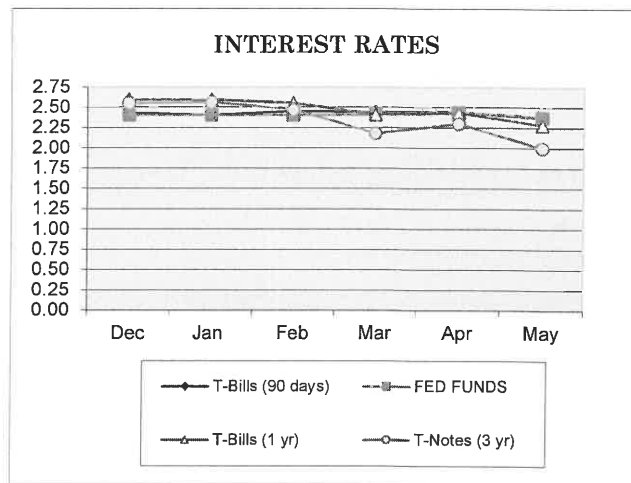
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>(26,076)</u>
Net Change in Investment --Before Non-Cash Activity	<u>\$ 4,295,419</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>1.479%</u>	<u>1.297%</u>
Debt Service Account	0.810%	0.814%
Debt Service Reserve	2.307%	1.620%
O & M Reserve	1.876%	1.916%
GHG Cash Account	2.546%	2.546%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	2.38%	1.70%
T-Bills (90da.)	2.37%	1.85%
Agency Disc (90da.)	2.35%	1.74%
T-Bills (1yr.)	2.28%	2.25%
Agency Disc (1yr.)	2.17%	1.91%
T-Notes (3yr.)	2.00%	2.63%



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

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 2,484	\$ 1,025	\$0	\$ -	\$ -	\$ 19,870	\$ -	\$ 23,379	53.65%
Corporate Bonds (MTN)	-	-	-	-	-	595	-	595	1.37%
US Bank Trust Money Market	19,184	-	-	-	-	-	-	19,184	44.03%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	331	-	-	-	-	-	-	331	0.76%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	-	-	-	-	-	-	-	-	0.00%
U.S.Treasury Bill/Note	-	85	-	-	-	-	-	85	0.20%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 21,999	\$1,110	\$0	\$0	\$0	\$20,465	\$0	\$ 43,574	100.00%
Total Percents	50.48%	2.55%	0.00%	0.00%	0.00%	46.97%	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

05/31/2019

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	5,573,346	0.600	07/01/2013	5,573,346		1	0.600	5,573,346	SYS79003	79003	5,573,346
Federal Home Loan Ba	USBT	420,000	2.410	03/28/2019	418,116	06/03/2019	2	2.454	420,000	313384GK9A	26788	419,944
Federal Home Loan Ba	USBT	420,000	2.395	04/30/2019	419,050	06/03/2019	2	2.433	420,000	313384GK9A	26811	419,944
Fund Total and Average		\$ 6,413,346	0.836		\$ 6,410,512		1	0.842	\$ 6,413,346			\$ 6,413,234

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	5,781,772	0.600	07/01/2013	5,781,772		1	0.600	5,781,772	SYS79004	79004	5,781,772
Federal Home Loan Ba	USBT	736,000	2.394	04/30/2019	734,335	06/03/2019	2	2.433	736,000	313384GK9A	26812	735,902
Fund Total and Average		\$ 6,517,772	0.803		\$ 6,516,107		1	0.807	\$ 6,517,772			\$ 6,517,674

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	4,662,651	0.600	07/01/2013	4,662,651		1	0.600	4,662,651	SYS79011	79011	4,662,651
Federal Home Loan Ba	USBT	435,000	2.395	04/30/2019	434,016	06/03/2019	2	2.433	435,000	313384GK9A	26813	434,942
Fund Total and Average		\$ 5,097,651	0.753		\$ 5,096,667		1	0.756	\$ 5,097,651			\$ 5,097,593

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,782,943	0.600	07/01/2013	2,782,943		1	0.600	2,782,943	SYS79012	79012	2,782,943
Federal Home Loan Ba	USBT	349,000	2.395	04/30/2019	348,211	06/03/2019	2	2.433	349,000	313384GK9A	26814	348,954
Fund Total and Average		\$ 3,131,943	0.800		\$ 3,131,154		1	0.804	\$ 3,131,943			\$ 3,131,897

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	124,000	2.394	04/30/2019	123,720	06/03/2019	2	2.433	124,000	313384GK9A	26815	123,984
Fund Total and Average		\$ 124,000	2.395		\$ 123,720		2	2.434	\$ 124,000			\$ 123,984
GRAND TOTALS:		\$ 21,284,712	0.810		\$ 21,278,160		1	0.814	\$ 21,284,712			\$ 21,284,382

*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 05/31/2019

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	200,516	0.600	07/01/2013	200,516		1	0.600	200,516	SYS79005	79005	200,516
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	29	1.945	84,949	912828WS5	26538	84,979
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	724	1.659	4,324,117	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	803	1.699	147,204	3137EAE9	26454	148,176
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,105	1.760	4,118,327	313379Q69	26463	4,143,197
Fund Total and Average		\$ 8,995,516	1.843		\$ 8,960,111		879	1.686	\$ 8,875,113			\$ 8,935,868

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	111,575	0.600	07/01/2013	111,575		1	0.600	111,575	SYS79006	79006	111,575
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	377	1.540	2,169,603	313370E38	26455	2,184,520
Fund Total and Average		\$ 2,256,575	3.240		\$ 2,366,721		359	1.494	\$ 2,281,178			\$ 2,295,095

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	70,939	0.600	07/01/2013	70,939		1	0.600	70,939	SYS79013	79013	70,939
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	30	1.400	1,026,538	3133XU3G6	26456	1,027,498
Fund Total and Average		\$ 1,095,939	4.131		\$ 1,153,647		28	1.348	\$ 1,097,477			\$ 1,098,437
GRAND TOTALS:		\$ 12,248,030	2.307		\$ 12,480,479		706	1.620	\$ 12,253,768.			\$ 12,331,400

*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 05/31/2019

Investment #26337 FFCB Callable anytime



Northern California Power Agency
Treasurer's Report

05/31/2019

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm												
Union Bank of Califo	UBOC	257,159	2.546	07/01/2013	257,159		1	2.546	257,159	SYS70047	70047	257,159
Federal Home Loan Ba	USB	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal National Mitg	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	370	1.550	3,590,346	3130ABJQ0	26440	3,614,638
US Bank, N.A.	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	395	1.300	2,972,550	3138G3UJ2	26341	3,000,000
Federal Home Loan Mt	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	1,087	2.456	599,070	90331HPC1	26822	598,290
	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,754	2.990	2,503,900	3134GSR2	26774	2,500,000
Fund Total and Average		\$ 9,967,159	1.876		\$ 9,969,401		758	1.916	\$ 9,923,025			\$ 9,970,087
GRAND TOTALS:		\$ 9,967,159	1.876		\$ 9,969,401		758	1.916	\$ 9,923,025			\$ 9,970,087

*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 05/31/2019

Investment #26822 USB Callable on and anytime after 4/22/2022



Northern California Power Agency
Treasurer's Report

05/31/2019

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		74,169	2.546	07/01/2013	74,169		1	2.546	74,169	SYS70046	70046	74,169
Fund Total and Average		\$ 74,169	2.546		\$ 74,169		1	2.546	\$ 74,169			\$ 74,169
GRAND TOTALS:		\$ 74,169	2.546		\$ 74,169		1	2.546	\$ 74,169.			\$ 74,169

*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 05/31/2019



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: June 10, 2019
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended April 30, 2019

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

Cash - At month end cash totaled \$42,634.

Investments - The carrying value of the LEC's investment portfolio totaled \$39,338,545 at month end. The current market value of the portfolio totaled \$39,123,186.

The overall portfolio had a combined weighted average interest rate of 2.204% with a bond equivalent yield (yield to maturity) of 2.023%. Investments with a maturity greater than one year totaled \$19,870,000. During the month \$2,210,695 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 remained unchanged at 2.44% and rates on one year T-Bills increased 2 basis points (from 2.41% to 2.43%).

To the best of my knowledge and belief, all securities held by LEC as of April 30, 2019 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

APRIL 30, 2019

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**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
April 30, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 243	\$ 16,993,117	\$ 16,993,360	43.14%	\$ 16,993,059
Debt Service Reserve	-	12,301,813	12,301,813	31.24%	12,155,138
O & M Reserve	-	9,969,446	9,969,446	25.32%	9,900,820
	243	39,264,376	39,264,619	99.70%	39,049,017
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	74,169	74,169	0.19%	74,169
Transmission Upgrade Escrow ¹	42,391	-	42,391	0.11%	-
Participant Deposit Account	-	-	-	0.00%	-
	\$ 42,634	\$ 39,338,545	\$ 39,381,179	100.00%	\$ 39,123,186

NOTE A -Investment amounts shown at book carrying value.

¹ Amount held in escrow

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
April 30, 2019

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	INCREASE /
		(NOTE B)	(NOTE A)		(NOTE B)		(DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 1,058	\$ 9,885	\$ -	\$ (2,059,584)	\$ 2,048,422	\$ (219)
Debt Service Reserve	-	174	142,000	-	(142,174)	-	-
O & M Reserve	-	8,475	-	-	(8,475)	-	-
	-	9,707	151,885	-	(2,210,233)	2,048,422	(219)
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	462	-	-	(462)	-	-
Transmission Upgrade Escrow ¹	-	11	-	-	-	-	11
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 10,180	\$ 151,885	\$ -	\$ (2,210,695)	\$ 2,048,422	\$ (208)

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

¹ Amount held in escrow

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
April 30, 2019**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ 2,059,584	\$ (9,885)	\$ 30,111	\$ -	\$ -	\$ 2,079,810
Debt Service Reserve	142,174	(142,000)	(6,583)	-	-	(6,409)
O & M Reserve	8,475		30	-	-	8,505
	<u>2,210,233</u>	<u>(151,885)</u>	<u>23,558</u>	<u>-</u>	<u>-</u>	<u>2,081,906</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	462	-	-	-	-	462
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 2,210,695</u>	<u>\$ (151,885)</u>	<u>\$ 23,558</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,082,368</u>

Less Non- Cash Activity

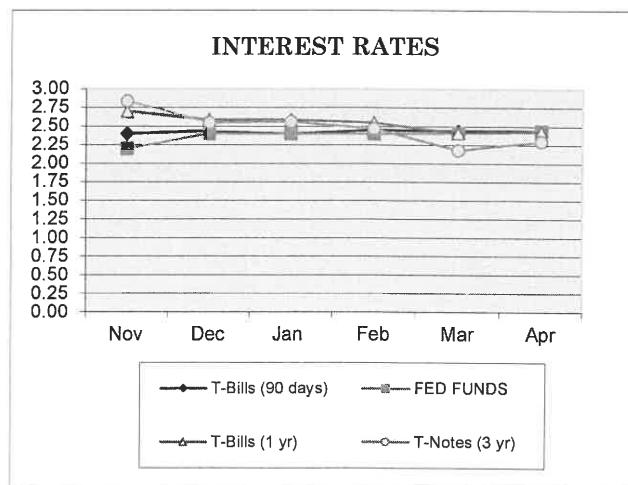
Disc/(Prem) Amortization & Gain/(Loss) on Sale	(23,558)
Net Change in Investment --Before Non-Cash Activity	<u><u>\$ 2,058,810</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
April 30, 2019**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>2.204%</u>	<u>2.023%</u>
Debt Service Account	2.403%	2.454%
Debt Service Reserve	2.312%	1.623%
O & M Reserve	1.727%	1.778%
GHG Cash Account	2.546%	2.546%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	2.44%	1.70%
T-Bills (90da.)	2.44%	1.85%
Agency Disc (90da.)	2.35%	1.74%
T-Bills (1yr.)	2.43%	2.25%
Agency Disc (1yr.)	2.25%	1.91%
T-Notes (3yr.)	2.30%	2.63%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
April 30, 2019**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 18,049	\$0	\$ -	\$ -	\$ 19,870	\$ -	\$ 37,919	96.53%
Corporate Bonds (MTN)	-	-	-	-	-	-	-	-	0.00%
US Bank Trust Money Market	349	-	-	-	-	-	-	349	0.89%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	368	-	-	-	-	-	-	368	0.94%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	561	-	-	-	-	-	-	561	1.43%
U.S.Treasury Bill/Note	-	85	-	-	-	-	-	85	0.22%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 1,278	\$18,134	\$0	\$0	\$0	\$19,870	\$0	\$ 39,282	100.00%
Total Percents	3.24%	46.16%	0.00%	0.00%	0.00%	50.58%	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

04/30/2019

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	732	0.600	07/01/2013	732		1	0.600	732	SYS79003	79003	732
Federal Home Loan Mt	USBT	4,310,000	2.405	01/11/2019	4,270,265	05/29/2019	28	2.461	4,301,940	313396GE7A	26749	4,301,938
Federal Home Loan Ba	USBT	421,000	2.405	03/19/2019	418,975	05/30/2019	29	2.450	420,183	313384GF0	26787	420,184
Federal Home Loan Ba	USBT	423,000	2.395	02/12/2019	419,961	05/31/2019	30	2.445	422,150	313384GG8A	26789	422,156
Federal Home Loan Ba	USBT	420,000	2.410	03/28/2019	418,116	06/03/2019	33	2.454	419,072	313384GK9A	26788	419,072
Federal Home Loan Ba	USBT	420,000	2.395	04/30/2019	419,050	06/03/2019	33	2.433	419,072	313384GK9A	26811	419,078
Fund Total and Average		\$ 5,994,732	2.404		\$ 5,947,099		29	2.457	\$ 5,983,149			\$ 5,983,160

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	672	0.600	07/01/2013	672		1	0.600	672	SYS79004	79004	672
Federal Home Loan Mt	USBT	761,000	2.405	01/11/2019	753,984	05/29/2019	28	2.461	759,577	313396GE7A	26750	759,577
Federal Home Loan Ba	USBT	728,000	2.405	03/19/2019	724,498	05/30/2019	29	2.450	726,588	313384GF0	26789	726,590
Federal Home Loan Ba	USBT	718,000	2.410	03/28/2019	714,972	05/30/2019	29	2.453	716,607	313384GF0	26790	716,606
Federal Home Loan Ba	USBT	730,000	2.395	02/12/2019	724,755	05/31/2019	30	2.445	728,533	313384GG8A	26770	728,543
Federal Home Loan Ba	USBT	736,000	2.394	04/30/2019	734,335	06/03/2019	33	2.433	734,373	313384GK9A	26812	734,384
Fund Total and Average		\$ 3,673,672	2.402		\$ 3,653,216		30	2.449	\$ 3,666,350			\$ 3,666,372

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	591	0.600	07/01/2013	591		1	0.600	591	SYS79011	79011	591
Federal Home Loan Mt	USBT	2,918,000	2.405	01/11/2019	2,891,098	05/29/2019	28	2.461	2,912,543	313396GE7A	26751	2,912,542
Federal Home Loan Ba	USBT	436,000	2.405	03/19/2019	433,903	05/30/2019	29	2.450	435,154	313384GF0	26791	435,155
Federal Home Loan Ba	USBT	436,000	2.410	03/28/2019	434,161	05/30/2019	29	2.453	435,154	313384GF0	26796	435,154
Federal Home Loan Ba	USBT	438,000	2.395	02/12/2019	434,853	05/31/2019	30	2.445	437,120	313384GG8A	26771	437,126
Federal Home Loan Ba	USBT	435,000	2.395	04/30/2019	434,016	06/03/2019	33	2.433	434,039	313384GK9A	26813	434,045
Fund Total and Average		\$ 4,663,591	2.403		\$ 4,628,622		29	2.455	\$ 4,654,601			\$ 4,654,613

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	290	0.600	07/01/2013	290		1	0.600	290	SYS79012	79012	290
Federal Home Loan Mt	USBT	366,000	2.405	01/11/2019	362,626	05/29/2019	28	2.461	365,316	313396GE7A	26752	365,315
Federal Home Loan Ba	USBT	350,000	2.405	03/19/2019	348,317	05/30/2019	29	2.450	349,321	313384GF0	26792	349,322
Federal Home Loan Ba	USBT	350,000	2.410	03/28/2019	348,524	05/30/2019	29	2.453	349,321	313384GF0	26793	349,321
Federal Home Loan Ba	USBT	350,000	2.395	02/12/2019	347,485	05/31/2019	30	2.445	349,297	313384GG8A	26772	349,301
Federal Home Loan Ba	USBT	349,000	2.395	04/30/2019	348,211	06/03/2019	33	2.433	348,229	313384GK9A	26814	348,234
Fund Total and Average		\$ 1,765,290	2.402		\$ 1,755,453		30	2.449	\$ 1,761,774			\$ 1,761,783

LEC Issue#1 2017A DS Fund

04/30/2019

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Issue#1 2017A DS Fund												
Federal Home Loan Mt	USBT	432,000	2.405	01/11/2019	428,017	05/29/2019	28	2.461	431,192	313386GE7A	26763	431,192
Federal Home Loan Ba	USBT	124,000	2.405	03/19/2019	123,404	05/30/2019	29	2.450	123,759	313384GF0	26794	123,760
Federal Home Loan Ba	USBT	124,000	2.410	03/28/2019	123,477	05/30/2019	29	2.453	123,759	313384GF0	26795	123,759
Federal Home Loan Ba	USBT	125,000	2.395	02/12/2019	124,102	05/31/2019	30	2.445	124,749	313384GG8A	26773	124,751
Federal Home Loan Ba	USBT	124,000	2.394	04/30/2019	123,720	06/03/2019	33	2.433	123,726	313384GK9A	26815	123,728
Fund Total and Average		\$ 929,000	2.403		\$ 922,720		29	2.453	\$ 927,185			\$ 927,190
GRAND TOTALS:		\$ 17,026,285	2.403		\$ 16,907,110		29	2.454	\$ 16,993,059.			\$ 16,993,118

*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 04/30/2019



Northern California Power Agency
Treasurer's Report

LEC Issue #1 2010 DSR Fund

04/30/2019

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	164,246	0.600	07/01/2013	164,246		1	0.600	164,246	SYS79005	79005	164,246
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	60	1.945	84,883	912828WS5	26538	84,956
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	755	1.659	4,301,532	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	834	1.699	146,150	3137EAE9	26454	148,107
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,136	1.760	4,078,639	313379Q69	26463	4,144,387
Fund Total and Average		\$ 8,859,246	1.848		\$ 8,923,841		913	1.690	\$ 8,775,450			\$ 8,901,696

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	111,508	0.600	07/01/2013	111,508		1	0.600	111,508	SYS79006	79006	111,508
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	408	1.540	2,169,045	313370E38	26455	2,187,716
Fund Total and Average		\$ 2,256,508	3.240		\$ 2,366,654		388	1.494	\$ 2,280,553			\$ 2,299,224

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	70,896	0.600	07/01/2013	70,896		1	0.600	70,896	SYS79013	79013	70,896
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	61	1.400	1,028,239	3133XU3G6	26456	1,029,896
Fund Total and Average		\$ 1,095,896	4.132		\$ 1,153,604		57	1.348	\$ 1,099,135			\$ 1,100,892
GRAND TOTALS:		\$ 12,211,650	2.312		\$ 12,444,099		738	1.623	\$ 12,156,138.			\$ 12,301,812

*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 04/30/2019

Investment #26337 FFCB Callable anytime



Northern California Power Agency
Treasurer's Report

04/30/2019

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		293,725	2.546	07/01/2013	293,725		1	2.546	293,725	SYS70047	70047	293,725
Union Bank of Calif	UBOC	561,113	0.002	07/18/2013	561,113		1	0.002	561,113	SYS70041	70041	561,113
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	401	1.550	3,582,357	3130ABJQ0	26440	3,614,608
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	426	1.300	2,961,750	3136G3UJ2	26341	3,000,000
Federal Home Loan Mt	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,765	2.990	2,501,875	3134GS5R2	26774	2,500,000
Fund Total and Average		\$ 9,969,838	1.727		\$ 9,968,790		721	1.778	\$ 9,900,820			\$ 9,969,446
GRAND TOTALS:		\$ 9,969,838	1.727		\$ 9,968,790		721	1.778	\$ 9,900,820.			\$ 9,969,446

*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 04/30/2019



Northern California Power Agency
Treasurer's Report

04/30/2019

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		74,169	2.546	07/01/2013	74,169		1	2.546	74,169	SYS70046	70046	74,169
Fund Total and Average		\$ 74,169	2.546		\$ 74,169		1	2.546	\$ 74,169			\$ 74,169
GRAND TOTALS:		\$ 74,169	2.546		\$ 74,169		1	2.546	\$ 74,169.			\$ 74,169

*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 04/30/2019



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 8

Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: April 30, 2019 Financial Reports (Unaudited)

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

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

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

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

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

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

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

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

Footnotes:

General - The plant ran 27 days during the month.

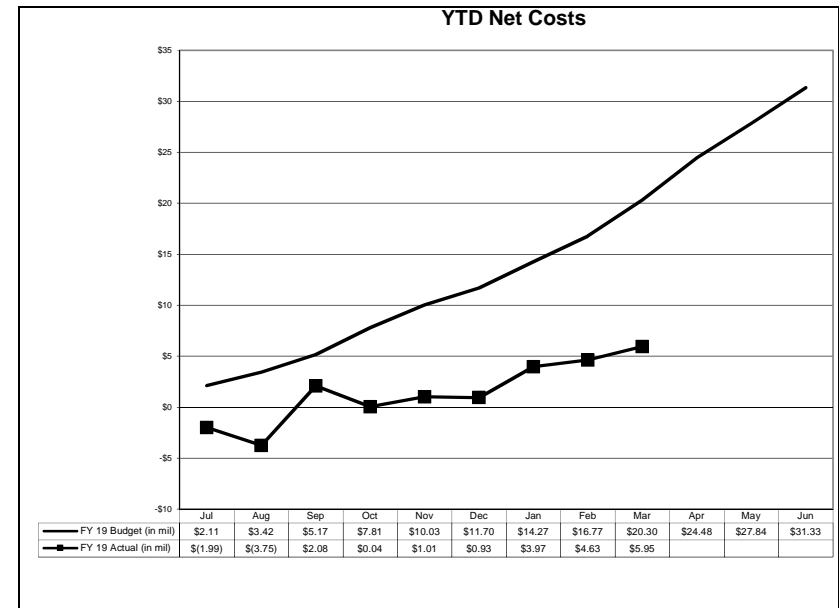
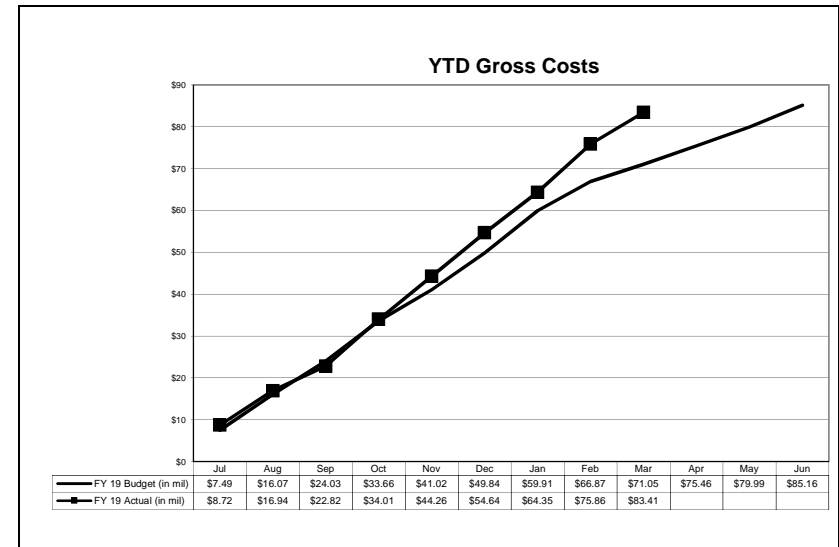
March payroll, A&G allocation and generation services allocation are estimated.

A - Payments for annual CEC fee.

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

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

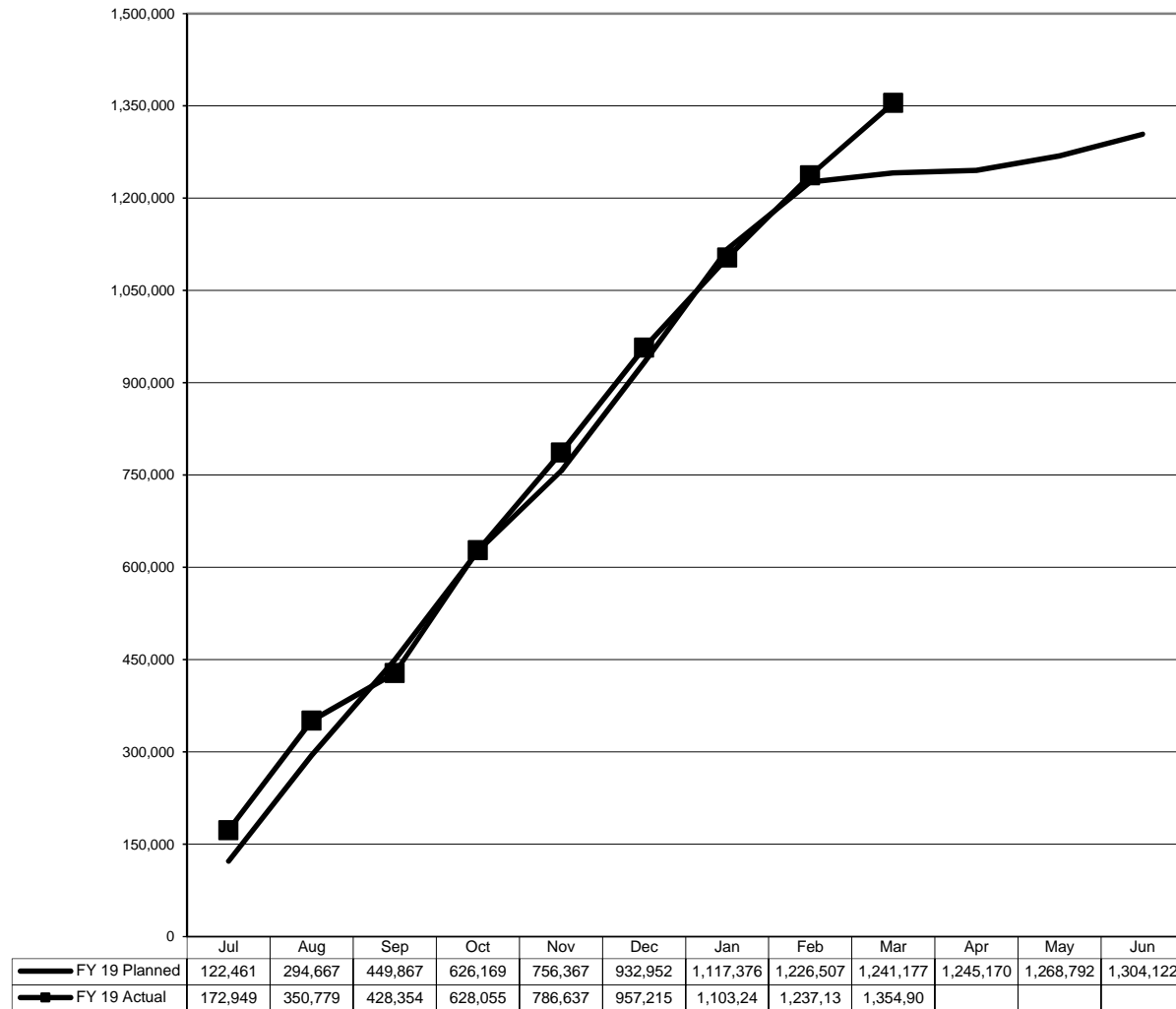
D - Costs reflect actual insurance paid during the year - costs projected to normalize for remainder of fiscal year.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2019

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 8

Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: May 31, 2019 Financial Reports (Unaudited)

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

		May	
		2019	2018
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$	74,169	\$ 72,525
Interest receivable		36	78
Inventory and supplies - at average cost		2,110,855	2,110,854
Prepaid insurance		319,213	316,104
Due from (to) Agency, net		9,196,060	6,556,617
TOTAL CURRENT ASSETS		11,700,333	9,056,178
RESTRICTED ASSETS			
Cash and cash equivalents		7,386,491	18,146,594
Investments		37,113,625	26,595,342
Interest receivable		139,014	151,404
TOTAL RESTRICTED ASSETS		44,639,130	44,893,340
ELECTRIC PLANT			
Electric plant in service		423,853,037	423,802,356
Less: accumulated depreciation		(94,952,382)	(80,335,832)
		328,900,655	343,466,524
Construction work-in-progress		182,398	181,388
TOTAL ELECTRIC PLANT		329,083,053	343,647,912
OTHER ASSETS			
Unamortized excess cost on advance refunding of debt, net		1,848,042	2,282,654
Regulatory assets		25,168,525	23,502,837
TOTAL OTHER ASSETS		27,016,567	25,785,491
TOTAL ASSETS	\$	412,439,083	\$ 423,382,921

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

	May	
	2019	2018
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 183,107	\$ 244,518
Operating reserves	13,525,627	13,390,982
Current portion of long-term debt	11,480,000	10,690,000
Accrued interest payable	10,408,852	10,703,700
TOTAL CURRENT LIABILITIES	35,597,586	35,029,200
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,157,123	1,716,037
Long-term debt, net	331,098,580	342,690,482
TOTAL NON-CURRENT LIABILITIES	332,255,703	344,406,519
TOTAL LIABILITIES	367,853,289	379,435,719
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	39,599,518	41,059,746
NET POSITION		
Invested in capital assets, net of related debt	(23,837,590)	(22,635,508)
Restricted	21,928,465	23,032,159
Unrestricted	6,895,401	2,490,805
TOTAL NET POSITION	4,986,276	2,887,456
TOTAL LIABILITIES AND NET POSITION	\$ 412,439,083	\$ 423,382,921

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

		Eleven Months Ended May	
		2019	2018
SALES FOR RESALE			
Participants	\$	11,342,720	\$ 21,675,297
Other		77,454,363	49,703,354
TOTAL SALES FOR RESALE		88,797,083	71,378,651
OPERATING EXPENSES			
Operations		54,531,882	35,513,788
Depreciation		13,398,865	13,394,454
Purchased power		4,454,336	4,516,003
Maintenance		4,423,908	4,543,421
Administrative and general		4,405,189	4,077,007
Transmission		745,111	797,065
Intercompany (sales) purchases		268,305	252,997
TOTAL OPERATING EXPENSES		82,227,596	63,094,735
NET OPERATING REVENUES		6,569,487	8,283,916
OTHER REVENUES (EXPENSES)			
Interest expense		(13,528,177)	(13,896,684)
Interest income		1,236,101	661,666
Other		4,381,105	2,261,137
TOTAL OTHER REVENUES (EXPENSES)		(7,910,971)	(10,973,881)
FUTURE RECOVERABLE AMOUNTS		1,380,011	1,850,382
REFUNDS TO PARTICIPANTS		1,704,216	(2,480,592)
INCREASE IN NET POSITION		1,742,743	(3,320,175)
NET POSITION			
Beginning of year		3,243,533	6,207,631
End of period	\$	4,986,276	\$ 2,887,456

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

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 4,733,380	\$ 4,057,456	\$ 675,924	14%	A
Fixed	3,443,662	3,790,984	(347,322)	0%	
Administration	205,529	81,166	124,363	61%	
Mandatory Costs	298,336	346,981	(48,645)	0%	B
Routine O&M Costs without Labor	8,680,907	8,276,587	404,320	5%	
Labor	5,284,165	4,648,275	635,890	12%	C
Total Routine O&M Cost	13,965,072	12,924,862	1,040,210	7%	
Other Costs					
Fuel	33,092,116	45,117,802	(12,025,686)	0%	D
CA ISO Charges	550,660	745,111	(194,451)	0%	
CA ISO Purchased Energy	5,113,848	4,454,336	659,512	13%	E
Debt Service	26,079,852	23,906,532	2,173,320	8%	
Insurance	625,976	584,100	41,876	7%	F
Other Costs	124,926	155,834	(30,908)	0%	
Generation Services Shared	368,963	279,118	89,845	24%	
Administrative & General (Allocated)	2,182,080	1,761,232	420,848	19%	
Power Management Allocated Costs	1,446,134	1,325,623	120,511	8%	
Total O&M Cost	83,549,627	91,254,550	(7,704,923)	0%	
Projects					
Operations & Maintenance	52,000	41,020	10,980	21%	
Capital	100,000	6,950	93,050	93%	
Maintenance Reserve	1,461,107	1,339,348	121,759	8%	
Total Projects	1,613,107	1,387,318	225,789	14%	
Annual Cost	85,162,734	92,641,868	(7,479,134)	0%	
Less: Third Party Revenue					
Interest Income	385,845	571,669	(185,824)	0%	
ISO Energy Sales	52,414,938	75,902,049	(23,487,111)	0%	
Ancillary Services Sales	1,028,631	1,552,313	(523,682)	0%	
Other Income	-	1,719	(1,719)	#DIV/0!	
	53,829,414	78,027,750	(24,198,336)	0%	
Net Annual Cost to Participants	\$ 31,333,320	\$ 14,614,118	\$ 16,719,202	53%	

Total Variable Costs	43,490,004	54,374,705	(10,884,701)
Total Fixed Costs	41,672,730	38,267,163	3,405,567
	\$ 85,162,734	\$ 92,641,868	\$ (7,479,134)

Net Cumulative Generation (MWh)	1,304,122	1,361,569
Total O&M Cost Per MWh	\$ 64.07	\$ 67.02
Net Annual Cost Per MWh	\$ 24.03	\$ 10.73

Footnotes:

General - The plant ran 5 days during the month due to annual maintenance outage.

A - Higher costs resulting from increase maintenance during annual outage.

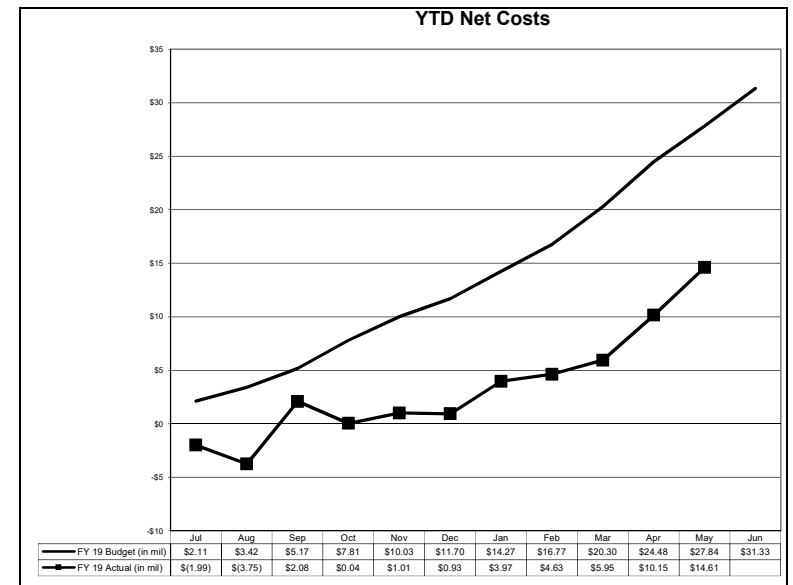
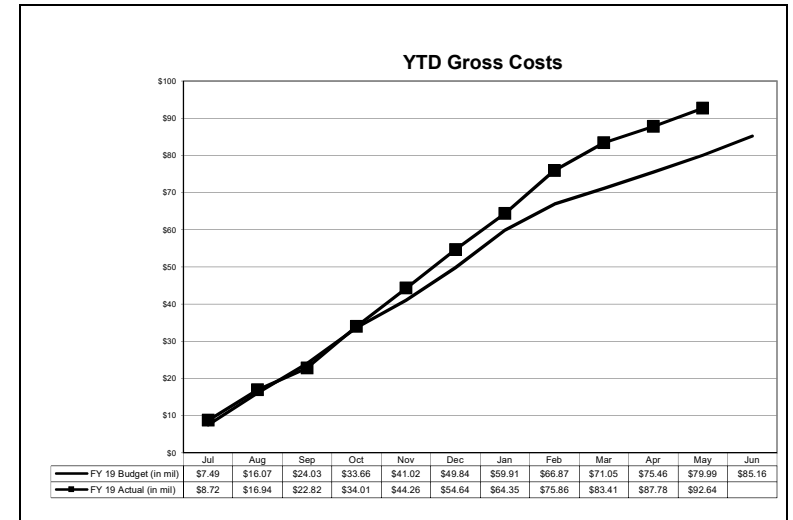
B - Higher costs due to higher than budgeted environmental testing costs.

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

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

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

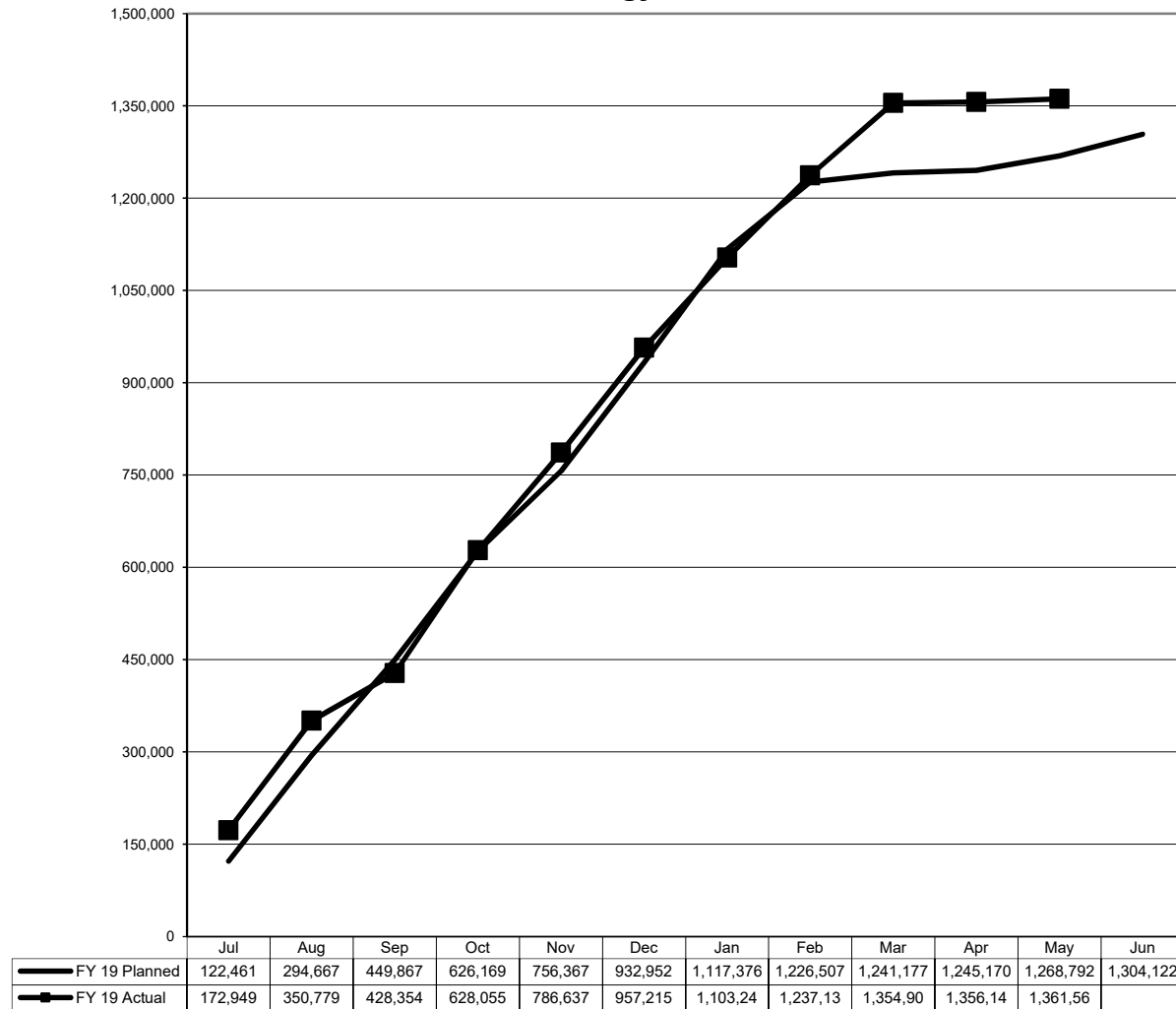
F - Includes non-budgeted costs for CAISO Model Implementation



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2019

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 9

Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) June 2019																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	20,830	49,353	2,003	267,399	14,689	12,284	71,037	15,196	80,117	5,874	19,949	192,550	13,353	764,634		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	20,830	49,543	2,264	426,170	14,903	12,561	71,083	15,290	137,587	6,279	21,946	238,563	13,548	1,030,567		derived
MTA Shortfall (MT)	(0)	(190)	(261)	(158,771)	(215)	(277)	(46)	(95)	(57,470)	(405)	(1,997)	(46,013)	(195)	(265,933)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76	17.76		ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
	Actual													Compliance Year 2013		
IDENTIFIER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Charge Code	Source
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944		Forecast/Meter
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324		Forecast/Meter
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		MARS
HVAC/Water Heater (MT)													86.000			
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,178	462,206		derived
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,206	462,206		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	498,133		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0			CITSS
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	37,500	0	46,290	545,133		derived
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	498,843	498,843	545,133	545,133		derived
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(128,642)	(88,815)	(82,927)	(82,927)	MTA SHORTFALL	derived

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

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

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

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

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

2019 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																
IDENTIFIER	Actual				Estimated								Compliance Year 2019	Cumulative Totals	Charge Code	Source
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total		
Energy (MWh)	146,027	133,884	117,768	1,241	26,256	111,412	0	0	0	0	0	0	536,588	7,416,844		Forecast/Meter
Gas Schedule (MMBtu)	1,038,014	946,354	840,962	10,778	189,043	802,166	0	0	0	0	0	0	3,827,318	52,826,065		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054		0		MARS
HVAC/Water Heater (MT)														0		
Monthly MT Emissions (MT)	56,016	51,070	45,382	582	10,202	43,289	0	0	0	0	0	0	206,541	2,851,866		derived
Cumulative MT Obligation (MT)	596,123	647,193	692,575	693,157	703,359	746,648	746,648	746,648	746,648	746,648	746,648	746,648	746,648	746,648		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	88,838	0	0	300	183,648	0	0	0	0	0	0	0	272,786	3,046,462		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	88,838	0	0	300	183,648	0	0	0	0	0	0	0	272,786	3,046,462		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	2,105,218		CITSS
Total Monthly Activity (MT)	88,838	0	0	300	183,648	0	0	0	0	0	0	0	272,786	3,093,462		derived
Cumulative MT Account Balance [MTA] (MT)	804,296	804,296	804,296	804,596	988,244	988,244	988,244	988,244	988,244	988,244	988,244	988,244	988,244	988,244		derived
MTA Shortfall (MT)	(208,173)	(157,103)	(111,721)	(111,439)	(284,885)	(241,596)	(241,596)	(241,596)	(241,596)	(241,596)	(241,596)	(241,596)	(241,596)	(241,596)	MTA SHORTFALL	derived



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Date: June 07, 2019

Meeting Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: Airgas USA, LLC – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: For use at all facilities owned and/or operated by NCPA.

Proposal

Approve the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gases purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA.

Background

CEMS EPA gases are required from time to time related to project support at facilities owned and/or operated by NCPA.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time products are required, NCPA will bid the specific products consistent with NCPA procurement policies and procedures. NCPA currently has a similar agreement in place with Matheson Tri-Gas and seeks bids from multiple qualified providers whenever products are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the products needed at the time the products are 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 products are purchased. 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:

Airgas USA, LLC – 5 Year MTEMS
June 10, 2019
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KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas
USA, LLC

**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AIRGAS USA, LLC**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Airgas USA, LLC, ("Supplier"), whose office is located at 840 N. Sacramento St., Lodi CA 95403-1253 (together sometimes referred to as the "Parties") as of _____, 2019 (the "Effective Date").

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

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

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

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

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, resulting from the operation, maintenance or use of Supplier's owned, non-owned and hired vehicles, on or off Agency premises. The policy shall provide a limit of \$1,000,000 per each accident, with \$2,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and property damage which may arise out of the operations of Supplier in regard to this Agreement with limits of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage, on an occurrence basis.

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

6.5 All Policies Requirements.

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

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide prior written notice of any cancellation or material change of the insurance required under this Agreement.

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

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

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

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

Section 7. WARRANTY. Supplier warrants that, at the time of delivery, all gas Goods furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF GOODS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.11 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 9.12 Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Supplier shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 9.13 Contract Administrator.** This Agreement shall be administered by 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.
- 9.14 Notices.** Any written notice to Supplier shall be sent to:

Airgas USA, LLC
840 N. Sacramento St.
Lodi, CA 95240-1253

With a copy to:

Airgas USA, LLC
6790 Florin Perkins Road, #300
Sacramento, CA 95828-2604

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
- 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

- 9.17 **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 9.21 **Allocation.** If sufficient Goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate Goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources and, if and only if, confirmed in writing by Agency of its consent to pay a higher fee then, Agency shall pay all additional costs associated with such Good.

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

NORTHERN CALIFORNIA POWER AGENCY

AIRGAS USA, LLC

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

MATTHEW B. WHITTON,
President – NCN Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

**EXHIBIT A
PURCHASE LIST**

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

PLEASE SEE ATTACHED

Airgas P/N	Airgas Product Description	Cylinder Size	Purity	Price
	Lodi Energy Center			
Certified Mixes				
X02AI99C15A3299	8ppm NH3/ bal Air	150A [141 cf.]	Cert	\$183.00
EPA Protocols				
E02NIE15A C427	2.5ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NIE15A C007	5.5ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NI99E15A0065	80ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E03NI99E15A C470	2.5ppm NO, 2.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A03L5	5.5ppm NO, 5.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A01L7	25ppm NO, 800ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A C0J9	55ppm NO, 1700ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A03NO	9ppm NO, 8ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A CLD8	90ppm NO, 2500ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E02NI82E15A C071	18% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI94E15A C220	5.5% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI89E15A C155	11% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
NI CZ200	Nitrogen- CEMS [99.9999%] grade	200	CEMS	\$97.00
	STIG			
E02NI77E15A0084	22.5% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI86E15A C044	13.75 O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI93E15A C043	6.25% O2/ bal N2	150A [141 cf.]	EPA	\$158.00
E02NI99E15A0047	EP 25 PPM NC/NI 15A	150A [141 cf.]	EPA	\$185.00
E02NI99E15A0131	9 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NI99E15A 1532	EP 54PPM NC / NI 15A	150A [141 cf.]	EPA	\$345.00
E02NI99E15A3576	EP 90PPM NC/NI 15A	150A [141 cf.]	EPA	\$225.00
E02NI99E15A C1T1	5.5 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E02NI99E15A C427	2.5 ppm NO/ bal N2	150A [141 cf.]	EPA	\$185.00
E03NI99E15A2718	90ppm NO, 45ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A3818	55ppm NO, 27.5ppm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
E03NI99E15A3819	25ppm NO, 12.5pm CO/ bal N2	150A [141 cf.]	EPA	\$225.00
Industrial				
AC 4	Acetylene	Size 4	Ind.	\$22.74/CCF
AR 300	Argon - Industrial	300	Ind.	\$40.80
NI 160LT230	Nitrogen - Industrial Liquid	160LT	Ind.	\$127.57
NI 160LT350	Nitrogen - Industrial Liquid	160LT	Ind.	\$120.40
NI 180LT230	Nitrogen - Industrial Liquid	180LT	Ind.	\$140.00
NI 180LT350	Nitrogen - Industrial Liquid	180LT	Ind.	\$128.54
NI 250	Nitrogen - Industrial	250	Ind.	\$16.00
OX 250	Oxygen – Industrial	250	Ind.	\$10.50
PP 100	Propylene	100 LB	Ind.	\$279.84
SH CP200	Sulfur Hexafluoride	200	CP	\$1,425.00
X10ME90C15A7764	CT 10 Comp/ME 15A	150A [141 cf.]	Ind.	\$925.00
Ammonia				
*Anhydrous (R-Grade)		Ton		\$700.00
*Aqueous (19%)		Solution Lb.		\$0.50

NOTE – LIST OF PRODUCTS FOR GEOTHERMAL FACILITY TO BE INSERTED

Additional products not listed above to be provided as requested in writing by NCPA facilities. Pricing for additional products not listed above will be quoted by Supplier at the time product is requested.

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

*NCPA acknowledges that Supplier's pricing for ammonia may be subject to change every six to twelve (6 - 12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

All EPA protocol and certified gas mixes will be supplied in aluminum 150A size cylinders unless otherwise specified.

Monthly Cylinder Rental: \$5.00 per cylinder per month.

The monthly charge is based on the number of cylinders on site at the end of each calendar month multiplied by the charge per cylinder.

Liquid Dewar Rental: \$1.50 per Dewar per day.

Delivery Charges: \$72.00/ bulk delivery, \$38.00/ cylinder delivery - There is no charge for picking up empty cylinders.

Hazmat Fee: \$6.45/ delivery

****Cylinder Rental Invoices are exempt from Hazmat Fees****

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

AIRGAS USA, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

AIRGAS USA, LLC

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 12

Date: June 07, 2019

Meeting Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: SAGE Engineers, Inc. – Second Amendment to transfer assignment of Five Year Multi-Task Professional Services Agreement for dam safety engineering and other consulting services to Gannett Fleming, Inc.; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

Proposal

Approve the Second amendment to the Multi Task Professional Services Agreement with Sage Engineers, Inc., and accepting assignment to Gannett Fleming, Inc., for engineering and other consulting services and with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

On September 9, 2016 NCPA entered into a five year Multi-Task Professional Services Agreement for engineering services with Sage Engineers, Inc. A First Amendment of the contract increasing the dollar amount to \$1,000,000 from \$225,000 was made on May 25, 2017 to reflect the multiple projects to be undertaken with the vendor by various facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Sage Engineers, Inc. has now been acquired by Gannett Fleming, Inc. and wishes to accept assignment of the contract via this Second Amendment to the Multi Task Professional Services Agreement.

Selection Process

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

Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$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: (3)

- Sage Engineers MTPSA 2016
- Sage Engineers MTPSA First Amendment 2017
- Second Amendment Transferring Assignment of Multi-Task Professional Services Agreement with SAGE Engineers, Inc. to Gannett Fleming, Inc.



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 _____, 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

SAGE ENGINEERS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

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:

<u>Personnel Category</u>	<u>Hourly Rate</u>
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.

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

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

2699527.3

**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

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:

<u>Personnel Category</u>	<u>Hourly Rate</u>
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.

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.



**SECOND AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND
SAGE ENGINEERS, INC. ACCEPTING ASSIGNMENT TO GANNETT FLEMING, INC.**

This Second Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Gannett Fleming, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2019.

WHEREAS, Agency and SAGE Engineers, Inc. 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 Parties entered into a First Amendment to the Multi-Task Professional Services Agreement on June 1, 2017, to increase the NOT TO EXCEED amount of the agreement from \$225,000 to \$1,000,000; and

WHEREAS, effective March 29, 2019, the assets of SAGE Engineers, Inc. were acquired by Gannett Fleming, Inc. and the Agency desires to agree to the assignment of the Agreement to Gannett Fleming, Inc.; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to reflect change of the Contractor's name; and

WHEREAS, the Parties also desire to amend Section 10.12 entitled "Controlling Provisions"; and

WHEREAS, the Parties agree to the assignment of the Agreement to Gannett Fleming, Inc.; 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

WHEREAS, Sage Engineers, Inc. consents to the assignment;

NOW, THEREFORE, the Parties agree as follows:

1. **Section 10.8 Notices** is replaced in its entirety as follows:

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

Gannett Fleming, Inc.
Attention: Steven Sanders, VP
2251 Douglas Boulevard, 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:

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

2. **Section 10.12 Controlling Provisions** is replaced in its entirety by the following:

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

3. Agency and Sage Engineers, Inc. hereby approve of the assignment of the Agreement from Sage Engineers, Inc. to Gannett Fleming, Inc., Consultant.
4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.
6. **Exhibit C – CERTIFICATION: Affidavit of Compliance for Contractors** is amended to include Gannett Fleming, Inc. and shall be executed as set forth in the attached Exhibit C.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

GANNETT FLEMING, INC.

RANDY S. HOWARD, General Manager

STEVEN H. SANDERS, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

SAGE ENGINEERS, INC. consents to the foregoing:

By:_____

Its:_____

Date:_____

EXHIBIT A

SCOPE OF SERVICES

As requested by NCPA, Gannett Fleming, 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 as requested.

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:



2019 SCHEDULE OF CHARGES

Northern California Power Agency
Various Projects

The Schedule of Charges applies to all services provided by and/or through Gannett Fleming, Inc. (Gannett). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

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:

<u>Civil/Geotechnical/Geological</u>	<u>Hourly Rate</u>
Senior Principal Engineer/Geologist	\$ 320.00
Principal Engineer/Geologist	275.00
Senior Associate Engineer/Geologist	240.00
Senior Consultant	240.00
Associate Engineer/Geologist	220.00
Senior Engineer/Geologist	190.00
Senior Project Engineer/Geologist	175.00
Project Engineer/Geologist	165.00
Senior Staff Engineer/Geologist	145.00
Staff Engineer/Geologist	135.00
<u>Electrical/Mechanical</u>	
Principal Electrical/Mechanical Engineer	275.00
Senior Associate Electrical/Mechanical Engineer	265.00
Associate Electrical/Mechanical Engineer	255.00
Senior Consultant	240.00
Senior Electrical/Mechanical Engineer	240.00
Senior Project Electrical/Mechanical Engineer	190.00
Project Electrical/Mechanical Engineer	175.00
Senior Staff Electrical/Mechanical Engineer	155.00
Staff Electrical/Mechanical Engineer	140.00
<u>Support Services</u>	
Senior CADD/GIS Technician	155.00
CADD/GIS Technician	130.00
Senior Admin	135.00
Admin	110.00

The charge for expert witness services, depositions (2-hour minimum per day) and court (4-hour minimum per day) is \$525 per hour.

Gannett Fleming, Inc.

Suite 200 • 2251 Douglas Blvd • Roseville, CA 95661
t: 916.677.4800 • www.gannettfleming.com

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%).

<u>Specialty Design Software</u>	<u>Hourly Rate</u>
I-Site Studio	\$85.00
FLAC	60.00
RISA-3D	35.00
SAFE	35.00
UTEXAS4	35.00
SAP 2000	25.00
RockWorks	25.00

<u>Specialty Field Equipment</u>	<u>Daily Rate</u>
Trimble GPS Unit+Antenna	\$250.00
Protective Relay Test Set	250.00
Rope Access Gear	200.00
Concrete Thickness Gage	150.00
Dynamic Cone Penetrometer (DCP) and Hand Auger Kit	75.00
Automatic Level	50.00
Water Level Meter	25.00

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.



The rates set forth above are valid from March 29, 2019 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,

(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:

GANNETT FLEMING, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO. : 13

Date: June 7, 2019

Meeting Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: Air Hygiene International, Inc. – Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. for source, rate and emissions testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

Background

Source, rate and emissions testing services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

Selection Process

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place with Aeros Environmental and Montrose Air Quality Services for similar services and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
Multi-Task Consulting Services Agreement with Air Hygiene International, Inc.



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND AIR HYGIENE INTERNATIONAL, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Air Hygiene International, Inc., an Oklahoma Corporation, with its office located at 1600 W. Tacoma St., Broken Arrow, OK 74012 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2019 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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. Projects are invoiced based on the following milestone schedule: 30% of the Project Bid will be invoiced following the submittal of the Test Protocol, 60% of the Project Bid plus any overages, if applicable, will be invoiced upon completion of the Site Work, and 10% upon completion of final report.

- 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 for the Requested Services. 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. Not Applicable.

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, 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 Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF 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. If agency reschedules the Project with fewer than ten (10) days' notice prior to a scheduled mobilization, then Consultant's Rescheduling Fee shall apply.

Delays. Delays that occur that are outside of the control of Consultant but in the control of or requested by Agency will be billed and paid according to the rates quoted on the Project Bid. If test delays are anticipated and Agency requests Consultant to demobilize from the Site, Consultant's crew will remain on stand-by, leave equipment onsite and invoice the appropriate charges if there are fewer than five (5) days before Agency requests that Consultant will return to the Site. For delays requested by Agency and anticipated to extend beyond five (5) days, Agency can request that Consultant demobilize and remobilize at a later date or remain on stand-by and incur the appropriate charges according to the option requested. Force majeure events causing delays shall not create delay charges to be paid by Agency.

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

Air Hygiene International, Inc.
Attention: Stephen Shreve
Street: 1600 W. Tacoma Street
City, State Zip: Broken Arrow. OK 74012

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

AIR HYGIENE INTERNATIONAL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

STEPHEN SHREVE, Contract Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF SERVICES

Air Hygiene International, Inc. ("Consultant") shall provide testing services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Rata Testing;
- Source Testing; and
- Emission Testing.

These testing services are not maintenance and thus, are not subject to prevailing wage per Labor Code section 1773.5 and Title 8 CCR 16001 (a).

EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

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

Per Run/Sample Testing Fees

Effective Date: January 1st, 2019

O ₂ & NO _x Stratification Traverse	\$250	per traverse
Fuel Analysis (natural gas, fuel oil, coal)	\$500	per sample
Exhaust Flow and Moisture Run w/o PM (EPA Method 2-4)	\$500	per run
FTIR Analysis (formaldehyde, ammonia, methane/ethane, etc.)	\$500	per hour/run
HCl testing (EPA Method 26(a)) with on-site analysis	\$500	per run
Opacity Reading (EPA Method 9 or 22)	\$750	per day
Sulfuric Acid Mist Testing (EPA Method 8a – control condensate) with on-site analysis	\$1,000	per run
Ammonia Testing & Analysis (CTM-027, BAAQMD ST-1B, 320)	\$1,000	per hour/run
Mercury (EPA Method 30B – sorbent traps)	\$1,000	per paired train run
PM-10 (EPA Method 5-front & 202-back) Test	\$1,000	per run
PM-10 (EPA Method 201a & 202) Test	\$1,500	per run
<ul style="list-style-type: none"> Testing fees above assume Air Hygiene test crews are already on-site and these tests are in addition to a prepared scope and price. They are subject to rush charges (1.5 or 2.0 times rate) if a shorter than standard turn-around time (10 days) is requested and/or if weekend analysis is required. 		

CEMS Support Service Fees

Linearity Gases for 14 days/500 psi (EPA Protocol) – Single <small>(30 day notification required to assure gases are in stock at these prices, otherwise subject to actual Air Hygiene cost plus 10%)</small>	\$150	per bottle
Linearity & Cycle Response Time Testing/Reporting	\$500	per CEMS
CEMS XML Reporting of RATA (by ECMPS)	\$500	per CEMS
CEMS Complete Performance Test Reporting – hardcopy <small>(7-day drift, linearity, cycle response, DAHS certification, etc.)</small>	\$1,000	per CEMS
<ul style="list-style-type: none"> CEMS Support Service Fees are subject to rush charges (1.5 times rate) if shorter than standard turn-around time (7 days for reports & RATA EDR submittal and 45 days after receipt of requested data for plans & CEMS EDR submittal) 		

Day & Hourly Testing Rates

Hourly Rate	Day Rate/10	per hour
Overtime Rate (see billing notes item 6 for details)	Hourly rate x 1.5	per hour
Rush Testing Rates (mobilization < 5 days notice)	Project Bid x 1.5	
Emergency Rush Testing Rate (mobilization < 2 days notice)	Project Bid x 2.0	
Day Rate – portable analyzer testing	\$1,500	per day
Day Rate – mini-rack with NO _x , CO, O ₂ , & CO ₂	\$2,000	per day
Day Rate – single lab, gases	\$2,500	per day
Day Rate – RATA lab, gases	\$3,000	per day
Day Rate – FTIR mini-rack	\$4,000	per day
Day Rate – single lab, gases, NH ₃	\$4,000	per day
Day Rate – single lab, gases, PM	\$4,000	per day
Day Rate – single lab with FTIR for VOCs or HAPS	\$4,000	per day
Day Rate – single lab with GC for VOCs	\$4,000	per day
Day Rate – dual lab (gases only main rack + mini-rack)	\$4,000	per day
Day Rate – single lab, gases, PM, NH ₃	\$5,000	per day
Day Rate – single lab, gases, PM, NH ₃ , SO ₃ /H ₂ SO ₄	\$6,000	per day
Day Rate – single lab, gases, PM, NH ₃ , SO ₃ /H ₂ SO ₄ /FTIR	\$7,500	per day
<ul style="list-style-type: none"> Days in which a trailer is on-site with no crew may be charged at a reduced day rate, subject to project specific agreement. Rates listed above are basic day rates, specialized day rates may also apply. 		

Project Support Rates

Project Support (test protocol, test reports, project administration, etc.)	\$1,000 (minimum)	per mobilization or as quoted
Pre-test meeting (1 person within 500 miles of Tulsa)	\$2,000 (minimum)	per person or as quoted

Simultaneous Testing Options

Two (2) Sources/Points	plus 15%
Three (3) Sources/Points	plus 25%
Four (4) Sources/Points	plus 35%
Simultaneous testing can be performed as requested. The listed applicable percentage of the total project cost will be added to the invoice for the simultaneous testing. This fee covers the additional time, resources, and management involved with simultaneous testing. Note that simultaneous testing shortens the project scope if it was originally bid for a single lab. Additional testing days will be charged on a per lab basis at the day rate.	

Mobilization Rates

Source setup charges beyond original quote	\$500	per setup
Truck & Trailer Mileage (from nearest AHI field office)	\$1.00	per mile from nearest field office
Truck only Mileage (from nearest AHI field office)	\$0.75	per mile from nearest field office
Initial site mobilization (one round trip) (Rush mobilization [< 5 days notice] charged at 1.5 times listed rate)	\$3,000 (minimum)	per lab per round trip
Personnel remobilization (per person) (Equipment remains on-site and charged per day rate as defined in "Day and Hourly Testing Rates" section)	\$750 (minimum)	per person per round trip
Lab remobilization (per lab)	\$3,000 (minimum)	per lab per round trip
Per Diem	\$100	per day per crew member

Rescheduling & Cancellation Rates

Rescheduling fee (with < 10 days' notice prior to scheduled mobilization date)	Proposed Day Rate x 1 day
Cancellation fee (with < 10 days' notice prior to scheduled mobilization date) (Cancellation is defined as completely eliminating the project, Rescheduling is defined as changing a planned test date)	40% Project Bid

Methodology

Gas testing assumes no more than 60 minute test runs and particulate testing assumes no more than 180 minute test runs. **AIR HYGIENE** will conduct emission testing following EPA Reference Methods (RM) as listed below:

Nitrogen Oxides (NOx) – RM 7e &/or 20	Carbon Monoxide (CO) – RM 10
Sulfur Dioxide (SO ₂) – RM 6c or ASTM fuel gas analysis	Carbon Dioxide (CO ₂) – RM 3a
Total Hydrocarbons (THC) – RM 25a	Volatile Organic Compounds (VOC) RM 18/320 and 25a
Particulates (PM) – RM 5-front & 202-backhalf condensables	PM < 10 microns (PM ₁₀) – RM 201a-front & 202-backhalf condensables
Opacity – RM 9	PM < 2.5 microns (PM _{2.5}) – RM 201a-front & 202-backhalf condensable
Exhaust Flow – RM 2 &/or 19	Mercury – 30B, Ontario-Hydro
Oxygen (O ₂) – RM 3a &/or 20	Ammonia analysis (CTM-027, BAAQMD ST-1B, 320-FTIR)
Formaldehyde – (320-FTIR or RM323)	Methane/Ethane analysis (RM 18 or 320-FTIR)

Billing Notes

1. Rush mobilization [< 5 days notice] charged at 1.5 times listed rate. Emergency mobilization [< 2 days' notice] charged at 2.0 times listed rate.
2. Remobilization options will be **AIR HYGIENE**'s choice unless > 5 days before return required.
3. Billing each day will be at least the day rate charge and based upon the day rate for equipment required (# personnel may vary).
4. Days in which a trailer is on-site and a crew mobilized will be charged at the contracted day rate even if no testing work is performed.
5. Overtime will be applied to all testing performed on weekends, short-notice (< 5 days) testing, and all test performed between 6:00p.m. and 6:00a.m.
6. Test delays, beyond the control of **AIR HYGIENE**, will be billed at the delay rates listed on the project bid. Overtime (> 12 hours in a 24 hour period) is billed 1.5 times the rates listed on the 2019 Test Rate Sheet. **AIR HYGIENE** Holidays are 2.0 times the rates listed on the 2019 Test Rate Sheet.
7. Project bids are turn-key testing services including pre-test meetings, test plans, coordination with state agency, emission testing, test reports, setup, calibration, etc meeting EPA and state agency requirements. These rates are for work beyond the bid scope or time & materials projects.
8. Daily project logs will be prepared by the testing manager for each job outlining the work performed by **AIR HYGIENE** and various operational details related to any testing delays. This project log shall be provided to the client for acknowledgement of activities for any work conducted beyond the scope of the quotation, upon request.

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

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

**EXHIBIT C
CERTIFICATION**

Affidavit of Compliance for Contractors

I, Stephen Shreve,

(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

Air Hygiene International, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 14

Date: June 10, 2019
To: Lodi Energy Center Project Participant Committee
Subject: Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement Schedule 6.00 – Contact List

Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 to reflect changes and corrections for NCPA, California Department of Water Resources, City of Gridley, City of Lodi, Silicon Valley Power, and Power and Water Resources Pooling Authority.

Background

NCPA and the LEC Project Participants executed the LEC PMOA, which became effective on August 1, 2010. The PMOA contains multiple Schedules which provide procedures, protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules may 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). Certain Schedules also require approval 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 PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

No significant costs will be incurred to implement the change to the PMOA Schedule 6.00 and funds are available in the Project Budget to support the work associated with this update.

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC approve the revised PMOA Schedule 6.00, dated 6/10/2019 for reference.

Prepared by:

/s/

KEN SPEER
Assistant General Manager Generation Services

PMOA Schedule 6.00 Revision
June 10, 2019
Page Two

Attachments: (2)

PMOA Schedule 6.00 Contact List dated 6/10/2019 - redline version

PMOA Schedule 6.00 Contact List dated 6/10/2019 - clean version

Agreement Schedule 6.00

Contact List

Northern California Power Agency

Northern California Power Agency
Attn: Michael DeBortoli, Lodi Energy Center Manager
651 Commerce Drive
Roseville, California, 95678
Telephone: (209) 210-5000
Facsimile: (209) 333-5215
Email: michael.debortoli@ncpa.com

With copies to:

Northern California Power Agency
Attn: Ken Speer, Assistant General Manager – Generation Services
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4201
Facsimile: (916) 783-7693
Email: ken.speer@ncpa.com

Northern California Power Agency
Attn: ~~David Dockham~~ [Tony Zimmer](mailto:tony.zimmer@ncpa.com), Assistant General Manager – Power Management
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-42546
Facsimile: (916) 783-4252
Email: dave.dockham@ncpa.com tony.zimmer@ncpa.com

City of Azusa

City of Azusa
Azusa Light & Water Department
Attn: Manny Robledo, Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5219
Facsimile: (626) 334-3163
Email: mrobledo@azusaca.gov

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District

Attn: Connee Lloyd
300 Lakeside Drive, 16th Floor
Oakland, California 94612-3534
Telephone: (510) 464-6435 or (510) 915-2509
Facsimile: (510) 464-6118
Email: clloyd@bart.org

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Resource Planning and Development Manager
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-1521
Facsimile: (209) 526-7575
Email: jamesm@mid.org

California Department of Water Resources:

Department of Water Resources
Attention: ~~John Yarbrough~~ Ghassan ALQaser, Chief of Power Planning and ~~Contract~~
~~Management Risk Office~~
2135 Butano Drive, Suite 100
Sacramento, California 95835
Telephone: (916) 574-~~0665~~ 1362
Facsimile: (916) 574-0660
Email: john.yarbrough@water.ca.gov Ghassan.ALQaser@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC
Attn: Bob Marshall, General Manager
73233 Highway 70
Portola, California 96122-7064
Telephone: (530)832-4261
Facsimile: (530)832-6070
Email: marshall@psln.com

City of Biggs

City of Biggs
Attn: Mark Sorensen, City Administrator
465 "C" Street
P.O. Box 307
Biggs, California 95917-0307
Telephone: (530) 868-5493
Facsimile: (530) 868-5239
Email: biggs1@biggs-ca.gov

City of Gridley

City of Gridley
Attn: ~~Gary Davidson~~ Paul Eckert, Council Member City Administrator
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) ~~933-4061~~ 846-3631
Facsimile: (530) 846-3229
Email: ~~dauidsongdd@yahoo.com~~ eckert@gridley.ca.us

City of Healdsburg

City of Healdsburg
Attn: Terry Crowley, Electric Utility Director
401 Grove Street
Healdsburg, California 95448
Telephone: (707) 431-3340
Facsimile: (707) 431-2710
Email: tcrowley@ci.healdsburg.ca.us

City of Lodi

City of Lodi
Attn: ~~Elizabeth Kirkley~~ Melissa Price, Interim Utility Director
1331 S. Ham Lane
Lodi, California 95242
Telephone: (209) 333-68~~2811~~ or (209) ~~200-4407~~ 639-1543
Facsimile: (209) 333-6839
Email: ~~ekirkley@lodi.gov~~ mprice@lodi.gov

City of Lompoc

City of Lompoc
Attn: Tikan Singh
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001
Telephone: (805) 736-1261 (switchboard)
Facsimile: (805) 875-8399
Email: t_singh@ci.lompoc.ca.us

Silicon Valley Power

Silicon Valley Power
Attn: ~~John Roukema~~ Steve Hance, ~~Electric Utility Director~~ Senior Electric Division Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) ~~261-5490~~ 615-6691
Facsimile: (408) 249-0217
Email: ~~jroukema@siliconvalleypower.com~~ shance@svpower.com

City of Ukiah

City of Ukiah
Attn: Mel Grandi, Utility Director
300 Seminary Avenue
Ukiah, California 95482
Telephone: (707) 463-6295 or (209) 747-0546
Facsimile: (707) 463-6740
Email: mgrandi@cityofukiah.com

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority
Attn: Bruce McLaughlin
~~Braun, Blasing, McLaughlin & Smith, P.C.~~ Cameron – Daniel, PC
~~915 L Street, Suite 1480~~
950 Reserve Drive, Suite 160
~~Sacramento~~ Roseville, CA ~~95815~~ 95678
Telephone: ~~(916) 326-5812 (main)~~ (916) 531-5566 (direct)
Email: ~~mclaughlin@braunlegal.com~~ bcm@cameron-daniel.com

Agreement Schedule 6.00

Contact List

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Attn: Michael DeBortoli, Lodi Energy Center Manager
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Roseville, California, 95678
Telephone: (209) 210-5000
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Email: michael.debortoli@ncpa.com

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Facsimile: (916) 783-7693
Email: ken.speer@ncpa.com

Northern California Power Agency
Attn: Tony Zimmer, Assistant General Manager – Power Management
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4246
Facsimile: (916) 783-4252
Email: tony.zimmer@ncpa.com

City of Azusa

City of Azusa
Azusa Light & Water Department
Attn: Manny Robledo, Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5219
Facsimile: (626) 334-3163
Email: mailto:mrobledo@azusaca.gov

San Francisco Bay Area Rapid Transit District

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Attn: Connee Lloyd
300 Lakeside Drive, 16th Floor
Oakland, California 94612-3534
Telephone: (510) 464-6435 or (510) 915-2509
Facsimile: (510) 464-6118
Email: clloyd@bart.gov

<mailto:>

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Resource Planning and Development Manager
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-1521
Facsimile: (209) 526-7575
Email: jamesm@mid.org

California Department of Water Resources:

Department of Water Resources
Attention: Ghassan ALQaser, Chief of Power Planning and Risk Office
2135 Butano Drive, Suite 100
Sacramento, California 95835
Telephone: (916) 574- 1362
Facsimile: (916) 574-0660
Email: Ghassan.ALQaser@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC
Attn: Bob Marshall, General Manager
73233 Highway 70
Portola, California 96122-7064
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Facsimile: (530)832-6070
Email: marshall@psln.com

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Biggs, California 95917-0307
Telephone: (530) 868-5493
Facsimile: (530) 868-5239
Email: biggs1@biggs-ca.gov

City of Gridley

City of Gridley
Attn: Paul Eckert, City Administrator
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-3631
Facsimile: (530) 846-3229
Email: <mailto:eckert@gridley.ca.us>

City of Healdsburg

City of Healdsburg
Attn: Terry Crowley, Electric Utility Director
401 Grove Street
Healdsburg, California 95448
Telephone: (707) 431-3340
Facsimile: (707) 431-2710
Email: tcrowley@ci.healdsburg.ca.us

City of Lodi

City of Lodi
Attn: Melissa Price, Interim Utility Director
1331 S. Ham Lane
Lodi, California 95242
Telephone: (209) 333-6811 or (209) 639-1543
Facsimile: (209) 333-6839
Email: mprice@lodi.gov

City of Lompoc

City of Lompoc
Attn: Tikan Singh
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001
Telephone: (805) 736-1261 (switchboard)
Facsimile: (805) 875-8399
Email: t_singh@ci.lompoc.ca.us

Silicon Valley Power

Silicon Valley Power
Attn: Steve Hance, Senior Electric Division Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 615-6691
Facsimile: (408) 249-0217
Email: shance@svpower.com

City of Ukiah

City of Ukiah
Attn: Mel Grandi, Utility Director
300 Seminary Avenue
Ukiah, California 95482
Telephone: (707) 463-6295 or (209) 747-0546
Facsimile: (707) 463-6740
Email: mgrandi@cityofukiah.com

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority
Attn: Bruce McLaughlin
Cameron – Daniel, PC
950 Reserve Drive, Suite 160
Roseville, CA 95678
Telephone: (916) 531-5566 (direct)
Email: bcm@cameron-daniel.com



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.:15

Date: June 7, 2019

Meeting Date: June 10, 2019

To: Lodi Energy Center Project Participant Committee

Subject: Lodi Energy Center Transformer Replacement Project

Proposal

Approve the LEC Transformer Project utilizing a Siemens transformer and delegate to NCPA the authority to execute contracts and issue purchase orders necessary to complete this project without further approval by the PPC, for a total cost not to exceed \$4,000,000.

Background

The LEC generator stepup transformer has shown elevated values of all gasses which is an indication of excessive heating above 700 Deg Celcius. An internal inspection revealed that gasses appear to be generated from the heat in core and are shown as discoloration of the cooling duct. The electrical tests performed on this transformer produced good results for the time being. The manufacturer's review indicated that the core has relaxed and allowed shifting, which is putting strain on the internal cables, laminations and insulation. The result of these conditions is LEC has a failing generator step-up transformer that needs to be replaced.

Selection Process

On November 13, 2018, NCPA released a Notice Inviting Bids for the Transformer Replacement Project. A bid walk took place on December 3, 2018, and 11 potential bidders attended. Bids were due on January 8, 2019. NCPA received only one bid which was deemed responsive in regards to order timeline, design considerations, control wiring, and civil work. NCPA wanted more bids to consider and therefore determined to modify the technical specifications. Vendors were notified and invited to submit new bids. Bids were due on April 1, 2019. Three bidders responded to the modified scope. Parallel negotiations were started to obtain the best value possible for this project. After the conclusion of the early negotiations, Siemens was determined to provide the best value.

Fiscal Impact

The LEC Transformer Project was considered and approved in the FY20 budget. The funds will come from two sources. The first is through the normal budget funding process and the second is to reallocate the remaining unused funds from the transmission line upgrade project, which is completed. The funding is shown in the table below.

FY20 Budget..... 2,915,858

Reallocate Funds from

Transmission Upgrade Project..... 1,084,142

Total 4,000,000

Environmental Analysis

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County. Recommendation
NCPA staff recommends that the PPC approve the LEC Transformer Project utilizing Siemens transformer and delegate to NCPA the authority to execute contracts and issue purchase orders necessary to complete the project without further approval by the PPC, for a total cost not to exceed \$4,000,000.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services



LEC Transformer Project

Michael DeBortoli
June 10, 2019

Current Status

- Contract nearly complete
- Open Items
 - Liquidated Damages
 - 10% vs 20% cap
 - Limitation of Liability
 - Limit to contract price
 - Warranty
 - Open/Close – Fill/Drain
- To maintain schedule to install in next year's annual outage – need to issue PO by June 30, 2019

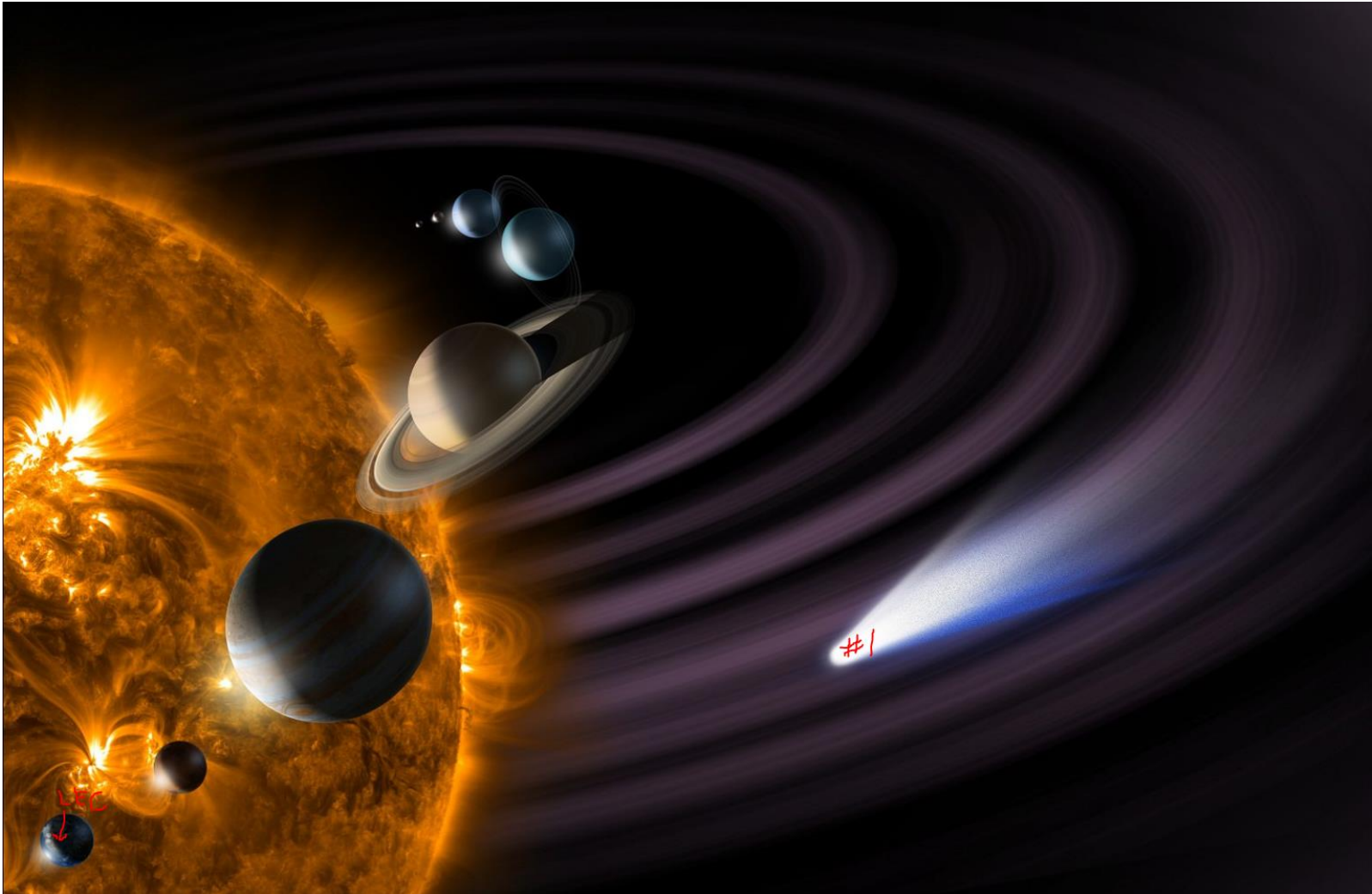
LEC Transformer Project

■ Current Status

- Core has relaxed
- Coil and core have moved
- Core is heating to excess 700C
- Unlikely to withstand system disturbance
- Options
 - Overhaul
 - Replace
 - Do Nothing



Bidder #1



Bidder #2 and #3

A Tale of Two Transformers

	GE	Siemens
Scope of Work	Took exceptions, engineering,	Took Exceptions, ie, engineering, installation
Transformer	Took Exceptions, ie, reduced copper, insulation, welding, material	Fully Complied
Country of Origin	Mexico	Austria
Failure Rate	Good but >>than X	Great
Terms and Conditions	Took Exceptions, but negotiating	Took Exceptions, but negotiating

Project Cost

	GE	Siemens
Base Cost of Transformer	2,614,349	2,708,800
Sales Tax	215,684	223,476
Extras		
Engineering	200,000	200,000
Upgrades & Install	130,000	289,000
Contingency	578,724	578,724
Total Capital Cost	3,738,757	4,000,000
Total Operating Cost (Losses)	2,195,433	1,682,727
Total Cost	5,934,190	5,682,727
		251,463

Siemens Status

- Contract will be assigned
 - Currently Siemens Industry Inc.
 - Move to Siemens Energy Inc.
- Siemens Spinoff
 - Vision 2020+ Strategy
 - Oil & Gas, Power Generation, Transmission and related Service to be Independent Company

Environmental Analysis

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

Financial Impact

FY20 Budget.....	2,915,858
Reallocate Funds from	
<u>Transmission Upgrade Project.....</u>	<u>1,084,142</u>
Total	4,000,000

Recommendation

- Approve the LEC Transformer Project utilizing Siemens transformer and delegate to NCPA the authority to execute contracts and issue purchase orders necessary to complete this project without further approval by the PPC, for a total cost not to exceed \$4,000,000.