



12745 N. Thornton Road
Lodi, CA 95242

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LEC PPC Agenda

Date: July 5, 2019
Subject: July 8, 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 June 10, 2019 Regular Meeting Minutes

MONTHLY REPORTS

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

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

6. Monthly Asset Report for May 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 June 2019 – Accept by all Participants

9. Financial Report for June 2019 – Approve by all Participants

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

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

11. **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, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA.
12. **Hudson Mechanical, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Hudson Mechanical, Inc., to provide general T&M maintenance services related to project support and plant operations, 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. **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.
14. **Review of Insurance Brokerage Service RFP Results and Recommendation of Broker Selection** – Staff will provide an overview of the results of the insurance brokerage request for proposal process and seek a recommendation for approval of a Consulting Services Agreement with Aon Risk Insurance Services West, Inc., for insurance brokerage services.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

None

INFORMATIONAL/ DISCUSSION ITEMS

15. **LEC Negotiated Gas Rate Agreement** – Ken Speer to provide an update.
16. **Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: August 12, 2019

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

LEC PPC Meeting Minutes

Date: June 10, 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 10:00am 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	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Chiang	Present	9.5000%
Lompoc - Singh	Absent	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Bradley	Present	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	7	85.1858%
Absent	6	14.8142%
Quorum by #:	Yes	
Quorum by GES:	Yes	

Meeting Date:

June 10, 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 May 6, 2019 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 6/10/2019

Motion: The PPC approves the minutes from the May 06, 2019 Regular Meeting as presented or *including any edits discussed at today's meeting.*

Moved by:

Lodi

Seconded by:

DWR

Discussion: There was no further discussion.

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

MONTHLY REPORTS

4. Operational Reports for May 2019

Michael DeBortoli presented the Operational Report for May 2019. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. Michael discussed the upcoming outages for 2020-2022. The CT main transformer replacement will take place in May 2020 and the 6-week outage for the major inspection in 2021/2022. Deane Burke appreciated the email & photo updates sent by Michael DeBortoli during the recent packer replacement on the injection well.

The operational report reflected monthly production of 5,501 MWH, 34 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 302MW Pmax of 2.40%. There were 0 hot starts, 3 warm starts, and 2 cold starts during the month.

5. Market Data Report for May 2019

Michael Maltese presented the operating and financial settlement results for the month. LEC was committed to CAISO 5 out of 31 available days. Most startups were for short evening runs, with zero 24-hour runs in the month of May. Manny Robledo questioned the negative pricing in May 2019 and if CAISO forced LEC to run those days. Ken Speer mentioned with the day ahead CAISO market, LEC was required to run on these days, and the pricing was caused by the increased hydro production from snowmelt.

6. Monthly Asset Report

Michael DeBortoli presented the monthly asset report for April 2019. Michael reported that the actuals were running as planned. Michael reviewed the monthly historical comparisons as well as the 12-month history.

7. Bidding Strategies Report

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

Consent Calendar (Items 8-13)

The consent calendar was considered. Chairman 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: 6/10/2019

Motion: **The PPC approves the Consent Calendar items consisting of agenda items no. 8. Treasurer's Report's for April and May 2019; 9. Financial Reports for April and May, 2019; 10. GHG Reports (excerpted from Monthly ARB); 11. Airgas USA, LLC MTEMS not to exceed \$1,000,000 for purchase of CEMS EPA gases, for use at all facilities owned and/or operated by NCPA. 12. Second Amendment**

to Sage Engineers to transfer assignment of agreement to Gannett Fleming, Inc. MTPSA not to exceed \$1,000,000 for dam safety engineering, for use at all facilities owned and/or operated by NCPA, Members, SCPPA/SCPPA Members. **13.** Air Hygiene, Inc. MTCSA not to exceed \$500,000 for testing services for source, rata and emissions.

Moved by:
Seconded by:

CDWR
Lodi

Discussion:

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

BUSINESS ACTION ITEMS

14. Update to PMOA Schedule 6.00

Chairman Martin Caballero pulled Item#14 from the consent calendar to update his contact information on the PMOA. Cheryl Bolt will change MID's contact information from James McFall's contact information to reflect the Chairman's information, to be voted on the next month's meeting.

15. Transformer Project

Michael DeBortoli reviewed the proposals for the LEC Transformer Project with the Committee and recommends Siemens Industrial Inc. to provide the new transmission. Michael mentioned the agreement and purchase order for the transformer would be setup for Siemens Industry Inc. in June, with a 5-year warranty. However, Siemens Energy Inc. will purchase Siemens Industry Inc. during the warranty period in September 2020. Ghassan ALQaser will review the contract with Jane Luckhardt and CDWR's legal department to ensure the warranty validity when the company transitions to the new company. Jane Luckhardt mentioned NCPA has a maintenance bond. The plan for the existing transformer is to keep it on-site, drained with a nitrogen cap and wait to decide to overhaul or dispose of the unit.

Date: 6/10/2019

Motion: The PPC approves the Transformer Project to authorize NCPA to execute agreements and issue purchase orders with a not to exceed \$4,000,000.

Moved by:

CDWR

Seconded by:

Lodi

Discussion:

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

CLOSED SESSION

None.

INFORMATIONAL ITEMS

16. CT1, CT2, LEC Negotiated Gas Rate Agreement

Ken Speer presented an update on the progress for the fixed and variable components in the PG&E negotiations. There are a few more meetings to finalize the rates. Manny Robledo discussed the benefits and downfalls of volumetric, fixed rates and the impact on future runs.

17. Lodi Energy Center MSG Modeling

Gillian Biedler updated the committee with the testing of the multi-stage generation unit in the CAISO market. The configurations will include running LEC's gas turbine with and without the steam turbine. The goal is to setup rules with CAISO to manage LEC to its best ability.

18. Additional Operational Updates

None.

Adjournment

The next regular meeting of the PPC is scheduled for Monday July 8, 2019 at 10:00am.

The meeting was adjourned at 11:36am.

Submitted by: Melissa Conrad

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 07/8/2019

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

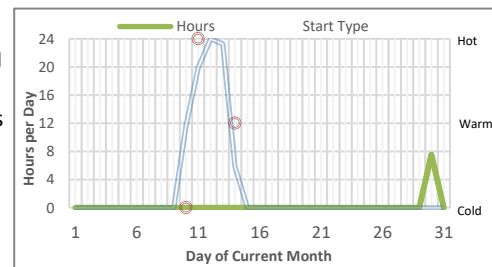
Planned Outage Summaries:

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

Generating Unit Statistics:**Date:**

6/1/2019

1. Monthly Production	20,679	MWH
2. Productivity Factor		
a. Service Hours	85	Hours
b. Service Factor	11.7%	%
c. Capacity Factor @ 302MW Pmax	9.5	%
3. Equivalent Operating Availability (EOA)	100.0	%
4. Forced Outage Rate (FOR)	0.0	%



5. Heat Rate Deviation

a. Fuel Cost (Not Current Market Price)

4.00 \$/mmBTU

MW Range	PMOA HR BTU/kW-Hr	Average HR BTU/kW-Hr	Deviation %	Production MWH	Cost \$
Seg. 1 296 +	6850	0	0.00%	0	\$0
Seg. 2 284 - 296	6870	0	0.00%	0	\$0
Seg. 3 275 - 284	6971	6,987	0.22%	2,465	\$154
Seg. 4 250 - 275	7081	7,030	-0.72%	12,748	-\$2,588
Seg. 5 225 - 250	7130	7,146	0.23%	3,031	\$198
Seg. 6 200 - 225	7200	7,324	1.73%	1,413	\$702
Seg. 7 175 - 225	7450	7,607	2.10%	361	\$226
Seg. 8 165 - 175	7760	8,118	4.61%	152	\$218
	7,164	7,369	1.36%	20,170	-\$1,089

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	10	-9	19	\$545
Seg. 4 250 - 275	23	-332	355	\$9,989
Seg. 5 225 - 250	15	-11	26	\$745
Seg. 6 200 - 225	7	-5	12	\$355
Seg. 7 175 - 225	2	-5	7	\$224
Seg. 8 165 - 175	0	-1	1	\$29
	58	-363	421	\$11,886

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	1	1	1
Start Time Benchmark (Minutes)	75	110	200
Start Time Actual (Average Minute)	49	351	387
Start Time Deviation (%)	-35%	219%	94%
Start Fuel Benchmark PMOA (mmBTU)	1,300	1,800	3,500
Start Fuel Actual (Average mmBTU)	901	1,159	559
Fuel Deviation (%)	-31%	-36%	-84%
Costs of Fuel Deviations (\$)	-\$1,597	-\$2,565	-\$11,766

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 = $(Actual\ Fuel\ Consumed - Expected\ Fuel) \times Cost\ of\ Fuel$

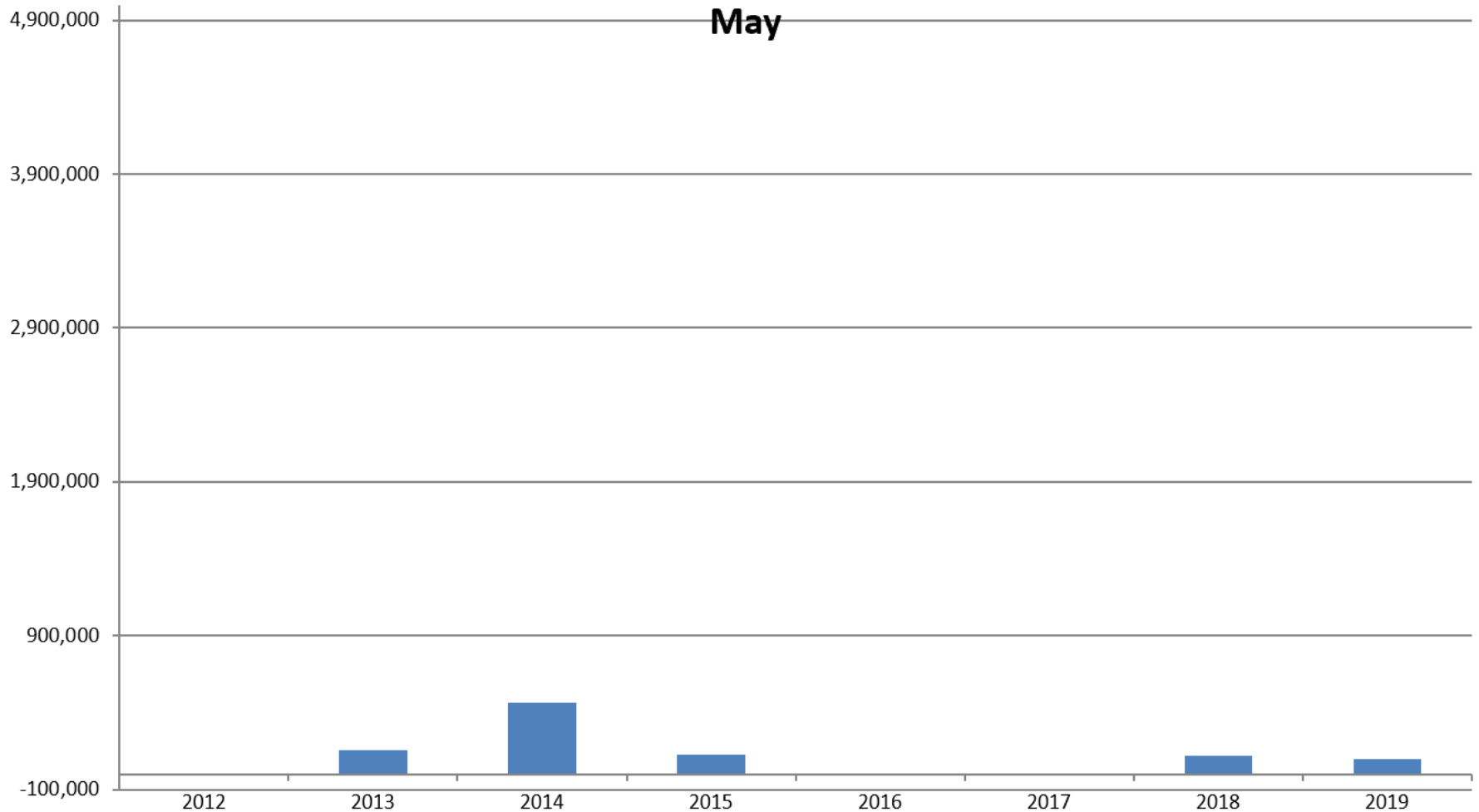
Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 07/03/2019

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY 2019 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	1,147,880	4,464,639	68,821,868	45,870,926	150.0%	
Capacity Factor	83%	79%	36%	89%	73%	74%	65%	66%	53%	1%	2%	51%	56%	53%	105.3%	High hydro year causing less than forecast
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	48,700	763,172	10,471,539	8,933,236	117.2%	operations at LEC
Avg Fuel Cost (\$/mmBTU)	3.43	3.75	3.60	4.16	5.49	5.61	4.12	7.67	4.71	3.67	3.71	0.00	4.36	3.61	120.7%	
Power Produced (MWHr, estimated)	172,951	177,829	77,574	199,701	158,585	170,578	146,029	133,886	117,768	1,241	5,500	111,412	1,473,054	1,304,122	113.0%	
Avg Power Price (\$/MWHr)	61.06	54.29	40.01	44.64	56.65	58.78	44.82	78.15	51.22	48.15	61.68	0.00	50.70	39.19	129.4%	
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	917,695	514,619	10,548,834	4,733,381	222.9%	
Fuel (estimated)	4,238,046	4,768,310	2,024,022	5,809,467	6,153,720	6,849,954	4,318,259	7,257,386	3,993,158	39,329	180,699	3,202,443	48,834,794	33,092,116	147.6%	
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	47,046	677,831	8,804,326	7,494,769	117.5%	
CA ISO Charges (estimated)	69,746	75,916	32,643	85,305	66,947	71,458	56,894	53,836	48,503	479	2,440	69,746	633,914	550,660	115.1%	
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	1,213,145	798,347	11,731,309	11,428,728	102.6%	
Maintenance / Fixed	287,217	220,480	343,484	265,716	186,096	226,813	258,802	436,618	294,646	588,553	682,559	217,958	4,008,942	3,443,662	116.4%	Outage follow up and injection well.
Administration	4,265	1,807	34,753	4,025	4,187	5,421	3,556	4,679	4,373	9,231	4,868	16,412	97,577	205,529	47.5%	
Mandatory Costs	36,157	65,583	36,735	13,580	18,450	13,850	10,855	63,577	32,797	28,551	26,848	10,926	357,909	298,336	120.0%	
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	361,670	422,129	5,070,404	5,284,165	96.0%	
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	16,689	10,411	166,244	124,926	133.1%	
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	170,035	212,587	2,252,938	2,551,043	88.3%	
Administrative & General (Allocated)	158,787	165,944	200,474	149,491	142,070	139,507	148,289	149,570	202,432	154,634	150,035	181,840	1,943,073	2,182,080	89.0%	
Generation Services Shared	20,659	21,716	35,126	20,195	18,916	22,791	28,074	27,796	38,463	25,382	20,000	30,747	309,865	368,963	84.0%	
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	2,652,819	5,597,332	84,308,242	61,463,804	137.2%	
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	339,230	5,296,227	79,982,671	53,829,414	148.6%	
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	339,230	5,257,907	79,942,632	52,414,938	152.5%	
Other Income	0	0	0	59	0	0	0	0	442	1,218	0	38,320	40,039	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)	(\$4,486,910)	(\$2,474,426)	(\$30,405,424)	(\$33,714,242)	Below budget by 9.81%	

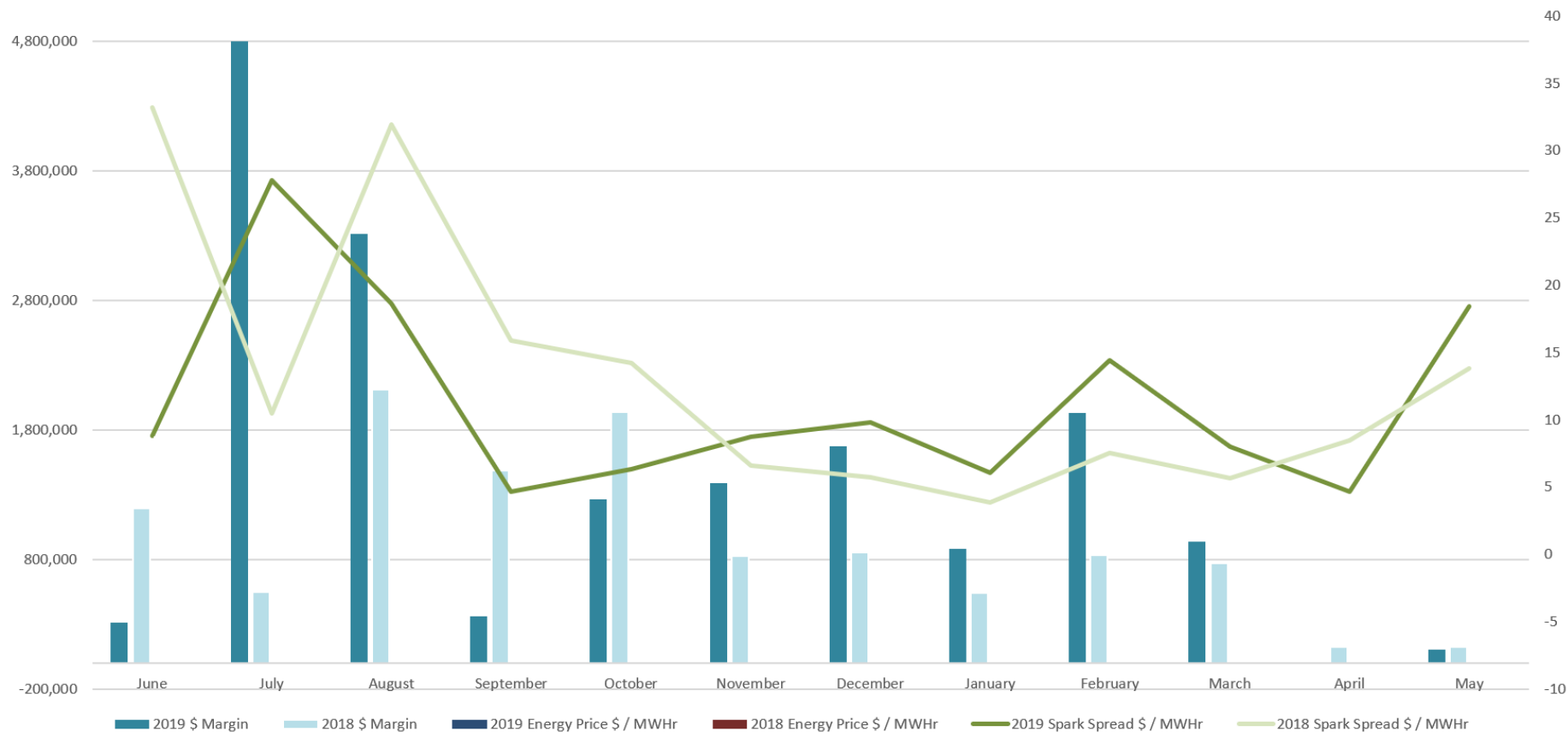
May Asset Report

		Most Recent		Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	339,230	1,458,606	1,145,334	(1,119,376)	-77%	High hydro caused less than forecast operation
VOM	230,185	1,910,677	866,803	(1,680,492)	-88%	
Fixed	1,213,145	999,463	999,463	213,682	21%	Outage billing and injection well
Projects	121,759	121,759	121,759	0	0%	
A&G	170,035	212,587	212,587	(42,552)	-20%	
Debt	2,173,321	2,173,321	2,173,321	0	0.00%	
Net Cost	(3,569,215)	(3,959,201)	(3,228,599)	389,986	-10%	
Net Annual Cost		(30,405,424)	(33,714,242)	\$3,308,818		
				Below budget by 9.81%		

Historical Margins



Historical Monthly Comparison





651 Commerce Drive
Roseville, CA 95678

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LEC Treasurer's Report

AGENDA ITEM NO.: 8

Date: July 8, 2019
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended June 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 \$175,154.

Investments - The carrying value of the LEC's investment portfolio totaled \$24,619,870 at month end. The current market value of the portfolio totaled \$24,545,870.

The overall portfolio had a combined weighted average interest rate of 1.972% with a bond equivalent yield (yield to maturity) of 1.644%. Investments with a maturity greater than one year totaled \$11,705,000. During the month \$108,825 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 25 basis points (from 2.37% to 2.12%) and rates on one year T-Bills decreased 33 basis points (from 2.28% to 1.95%).

To the best of my knowledge and belief, all securities held by LEC as of June 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,

for

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JUNE 30, 2019

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DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	\$ 132,741	\$ 2,227,244	\$ 2,359,985	9.51%	\$ 2,227,244
Debt Service Reserve	-	12,319,665	12,319,665	49.69%	12,274,504
O & M Reserve	-	9,998,792	9,998,792	40.33%	9,969,953
	132,741	24,545,701	24,678,442	99.53%	24,471,701
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	74,169	74,169	0.30%	74,169
Transmission Upgrade Escrow ¹	42,413	-	42,413	0.17%	-
Participant Deposit Account	-	-	-	0.00%	-
	\$ 175,154	\$ 24,619,870	\$ 24,795,024	100.00%	\$ 24,545,870

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
June 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	\$ 3,088,861	\$ 2,775	\$ 19,057,469	\$ (24,993,533)	\$ -	\$ 2,048,424	\$ (796,004)
Debt Service Reserve	-	80,058	85,000	-	(80,058)	-	85,000
O & M Reserve	-	28,767	-	-	(28,767)	-	-
	<u>3,088,861</u>	<u>111,600</u>	<u>19,142,469</u>	<u>(24,993,533)</u>	<u>(108,825)</u>	<u>2,048,424</u>	<u>(711,004)</u>
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	-	-	-	-	-	-
Transmission Upgrade Escrow ¹	-	11	-	-	-	-	11
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	<u>\$ 3,088,861</u>	<u>\$ 111,611</u>	<u>\$ 19,142,469</u>	<u>\$ (24,993,533)</u>	<u>\$ (108,825)</u>	<u>\$ 2,048,424</u>	<u>\$ (710,993)</u>

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
June 30, 2019**

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	\$ -	\$ (19,057,469)	\$ 331	\$ -	\$ -	\$ (19,057,138)
Debt Service Reserve	80,058	(85,000)	(6,793)	-	-	(11,735)
O & M Reserve	28,767	-	(62)	-	-	28,705
	<u>108,825</u>	<u>(19,142,469)</u>	<u>(6,524)</u>	<u>-</u>	<u>-</u>	<u>(19,040,168)</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account	-	-	-	-	-	-
Participant Deposit Acct.	-	-	-	-	-	-
TOTAL	<u>\$ 108,825</u>	<u>\$ (19,142,469)</u>	<u>\$ (6,524)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (19,040,168)</u>

Less Non- Cash Activity

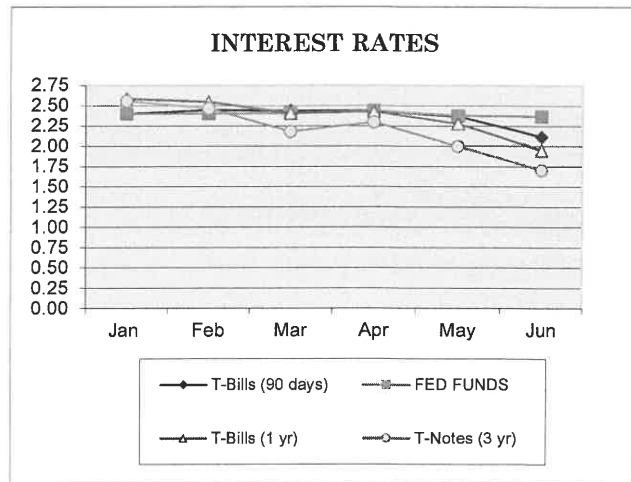
Disc/(Prem) Amortization & Gain/(Loss) on Sale	<u>6,524</u>
Net Change in Investment --Before Non-Cash Activity	<u>\$ (19,033,644)</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u>1.972%</u>	<u>1.644%</u>
Debt Service Account	0.600%	0.600%
Debt Service Reserve	2.300%	1.611%
O & M Reserve	1.871%	1.911%
GHG Cash Account	2.546%	2.546%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Funds (Overnight)	2.37%	1.92%
T-Bills (90da.)	2.12%	1.93%
Agency Disc (90da.)	2.13%	1.90%
T-Bills (1yr.)	1.95%	2.33%
Agency Disc (1yr.)	1.90%	2.30%
T-Notes (3yr.)	1.71%	2.62%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
June 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	\$ 1,025	\$ -	\$0	\$ -	\$ 8,760	\$ 11,110	\$ -	\$ 20,895	85.15%
Corporate Bonds (MTN)	-	-	-	-	-	595	-	595	2.42%
US Bank Trust Money Market	2,690	-	-	-	-	-	-	2,690	10.96%
Commercial Paper	-	-	-	-	-	-	-	-	0.01%
Investment Trusts (LAIF)	331	-	-	-	-	-	-	331	1.35%
Investment Trusts (CAMP)	-	-	-	-	-	-	-	-	0.01%
U.S.Treasury Market Acct. *	29	-	-	-	-	-	-	29	0.12%
U.S.Treasury Bill/Note	-	-	-	-	-	-	-	-	0.00%
Certificates of Deposit	-	-	-	-	-	-	-	-	0.00%
Total Dollars	\$ 4,075	\$0	\$0	\$0	\$8,760	\$11,705	\$0	\$ 24,540	100.00%
Total Percents	16.60%	0.00%	0.00%	0.00%	35.70%	47.70%	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

06/30/2019

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	614,213	0.600	07/01/2013	614,213		1	0.600	614,213	SYS79003	79003	614,213
Fund Total and Average		\$ 614,213	0.600		\$ 614,213		1	0.600	\$ 614,213			\$ 614,213

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	786,902	0.600	07/01/2013	786,902		1	0.600	786,902	SYS79004	79004	786,902
Fund Total and Average		\$ 786,902	0.600		\$ 786,902		1	0.600	\$ 786,902			\$ 786,902

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	434,348	0.600	07/01/2013	434,348		1	0.600	434,348	SYS78011	79011	434,348
Fund Total and Average		\$ 434,348	0.600		\$ 434,348		1	0.600	\$ 434,348			\$ 434,348

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	391,781	0.600	07/01/2013	391,781		1	0.600	391,781	SYS79012	79012	391,781
Fund Total and Average		\$ 391,781	0.600		\$ 391,781		1	0.600	\$ 391,781			\$ 391,781
GRAND TOTALS:		\$ 2,227,244	0.600		\$ 2,227,244		1	0.600	\$ 2,227,244			\$ 2,227,244

*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 06/30/2019



Northern California Power Agency
Treasurer's Report

06/30/2019

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	244,222	0.600	07/01/2013	244,222		1	0.600	244,222	SYS79005	79005	244,222
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	694	1.659	4,330,744	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	773	1.699	147,867	3137EAC9	26454	148,245
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,075	1.760	4,135,670	313379Q69	26463	4,142,007
Fund Total and Average		\$ 8,854,222	1.839		\$ 8,919,176		854	1.678	\$ 8,858,503			\$ 8,894,474

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	147,867	0.600	07/01/2013	147,867		1	0.600	147,867	SYS79006	79006	147,867
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	347	1.540	2,172,134	313370E38	26455	2,181,325
Fund Total and Average		\$ 2,292,867	3.199		\$ 2,403,013		325	1.480	\$ 2,320,001			\$ 2,329,192

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	71,000	0.600	07/01/2013	71,000		1	0.600	71,000	SYS79013	79013	71,000
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	0	1.400	1,025,000	3133XUG6	26456	1,025,000
Fund Total and Average		\$ 1,096,000	4.130		\$ 1,153,708		0	1.348	\$ 1,096,000			\$ 1,096,000
GRAND TOTALS:		\$ 12,243,089	2.300		\$ 12,475,897		678	1.611	\$ 12,274,504			\$ 12,319,666

*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 06/30/2019

Investment #26337 FFCB Callable anytime



Northern California Power Agency
Treasurer's Report

06/30/2019

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		257,159	2.546	07/01/2013	257,159		1	2.546	257,159	SYS70047	70047	257,159
Union Bank of Califo	UBOC	28,767	0.002	07/18/2013	28,767		1	0.002	28,767	SYS70041	70041	28,767
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	340	1.550	3,598,552	3130ABJQ0	26440	3,614,668
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	365	1.300	2,978,190	3136G3UJ2	26341	3,000,000
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	1,057	2.456	603,485	90331HPC1	26822	598,198
Federal Home Loan Mt	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,724	2.990	2,503,800	3134GS5R2	26774	2,500,000
Fund Total and Average		\$ 9,995,926	1.871		\$ 9,998,168		727	1.911	\$ 9,969,953			\$ 9,998,792
GRAND TOTALS:		\$ 9,995,926	1.871		\$ 9,998,168		727	1.911	\$ 9,969,953.			\$ 9,998,792

*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 06/30/2019

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



Northern California Power Agency
Treasurer's Report

06/30/2019

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 06/30/2019



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 9

Date: July 8, 2019

To: Lodi Energy Center Project Participant Committee

Subject: June 30, 2019 Financial Reports (Unaudited)

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

		June	
		2019	2018
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$	74,169	\$ 72,525
Interest receivable		196	78
Inventory and supplies - at average cost		2,110,855	2,110,854
Prepaid insurance		269,008	316,104
Due from (to) Agency, net		12,476,046	6,556,617
TOTAL CURRENT ASSETS		14,930,274	9,056,178
RESTRICTED ASSETS			
Cash and cash equivalents		7,416,513	18,146,594
Investments		17,290,718	26,595,342
Interest receivable		141,270	151,404
TOTAL RESTRICTED ASSETS		24,848,501	44,893,340
ELECTRIC PLANT			
Electric plant in service		423,853,037	423,802,356
Less: accumulated depreciation		(96,170,461)	(80,335,832)
		327,682,576	343,466,524
Construction work-in-progress		182,398	181,388
TOTAL ELECTRIC PLANT		327,864,974	343,647,912
OTHER ASSETS			
Unamortized excess cost on advance refunding of debt, net		1,822,375	2,282,654
Regulatory assets		25,306,526	23,502,837
TOTAL OTHER ASSETS		27,128,901	25,785,491
TOTAL ASSETS	\$	394,772,650	\$ 423,382,921

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

	June	
	2019	2018
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 493,990	\$ 244,518
Operating reserves	13,214,874	13,390,982
Current portion of long-term debt	12,040,000	10,690,000
Accrued interest payable	1,196,946	10,703,700
TOTAL CURRENT LIABILITIES	26,945,810	35,029,200
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	1,157,145	1,716,037
Long-term debt, net	319,049,982	342,690,482
TOTAL NON-CURRENT LIABILITIES	320,207,127	344,406,519
TOTAL LIABILITIES	347,152,937	379,435,719
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	39,469,781	41,059,746
NET POSITION		
Invested in capital assets, net of related debt	(15,565,888)	(22,635,508)
Restricted	11,320,154	23,032,159
Unrestricted	12,395,666	2,490,805
TOTAL NET POSITION	8,149,932	2,887,456
TOTAL LIABILITIES AND NET POSITION	\$ 394,772,650	\$ 423,382,921

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

		Twelve Months Ended June	
		2019	2018
SALES FOR RESALE			
Participants	\$	17,685,984	\$ 21,675,297
Other		78,574,344	49,703,354
TOTAL SALES FOR RESALE		96,260,328	71,378,651
OPERATING EXPENSES			
Operations		56,283,600	35,513,788
Depreciation		14,616,944	13,394,454
Purchased power		4,619,705	4,516,003
Maintenance		4,973,973	4,543,421
Administrative and general		4,776,934	4,077,007
Transmission		756,820	797,065
Intercompany (sales) purchases		268,305	252,997
TOTAL OPERATING EXPENSES		86,296,281	63,094,735
NET OPERATING REVENUES		9,964,047	8,283,916
OTHER REVENUES (EXPENSES)			
Interest expense		(14,758,012)	(13,896,684)
Interest income		1,305,068	661,666
Other		5,173,089	2,261,137
TOTAL OTHER REVENUES (EXPENSES)		(8,279,855)	(10,973,881)
FUTURE RECOVERABLE AMOUNTS		1,518,012	1,850,382
REFUNDS TO PARTICIPANTS		1,704,195	(2,480,592)
INCREASE IN NET POSITION		4,906,399	(3,320,175)
NET POSITION			
Beginning of year		3,243,533	6,207,631
End of period	\$	8,149,932	\$ 2,887,456

**Lodi Energy Center
FY 2019 Operating Costs
As of June 30, 2019**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 4,733,380	\$ 4,080,594	\$ 652,786	14%	A
Fixed	3,443,662	4,146,787	(703,125)	0%	
Administration	205,529	97,755	107,774	52%	
Mandatory Costs	298,336	380,357	(82,021)	0%	B
Routine O&M Costs without Labor	8,680,907	8,705,493	(24,586)	0%	
Labor	5,284,165	5,343,908	(59,743)	0%	
Total Routine O&M Cost	13,965,072	14,049,401	(84,329)	0%	
Other Costs					
Fuel	33,092,116	46,173,252	(13,081,136)	0%	C
CA ISO Charges	550,660	756,820	(206,160)	0%	
CA ISO Purchased Energy	5,113,848	4,619,705	494,143	10%	D
Debt Service	26,079,852	26,079,853	(1)	0%	
Insurance	625,976	584,100	41,876	7%	E
Other Costs	124,926	156,897	(31,971)	0%	
Generation Services Shared	368,963	329,118	39,845	11%	F
Administrative & General (Allocated)	2,182,080	1,911,232	270,848	12%	
Power Management Allocated Costs	1,446,134	1,446,134	-	0%	
Total O&M Cost	83,549,627	96,106,512	(12,556,885)	0%	
Projects					
Operations & Maintenance	52,000	41,020	10,980	21%	
Capital	100,000	6,950	93,050	93%	
Maintenance Reserve	1,461,107	1,461,107	-	0%	
Total Projects	1,613,107	1,509,077	104,030	6%	
Annual Cost	85,162,734	97,615,589	(12,452,855)	0%	
Less: Third Party Revenue					
Interest Income	385,845	626,069	(240,224)	0%	
ISO Energy Sales	52,414,938	76,942,929	(24,527,991)	0%	
Ancillary Services Sales	1,028,631	1,631,415	(602,784)	0%	
Other Income	-	2,084	(2,084)	#DIV/0!	
	53,829,414	79,202,497	(25,373,083)	0%	
Net Annual Cost to Participants	\$ 31,333,320	\$ 18,413,092	\$ 12,920,228	41%	

Total Variable Costs	43,490,004	55,630,371	(12,140,367)
Total Fixed Costs	41,672,730	41,985,218	(312,488)
	\$ 85,162,734	\$ 97,615,589	\$ (12,452,855)

Net Cumulative Generation (MWh)	1,304,122	1,382,308
Total O&M Cost Per MWh	\$ 64.07	\$ 69.53
Net Annual Cost Per MWh	\$ 24.03	\$ 13.32

Footnotes:

General - The plant ran 5 days during the month due to annual maintenance outage.
June A&G allocation and generation services allocation are estimated.

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

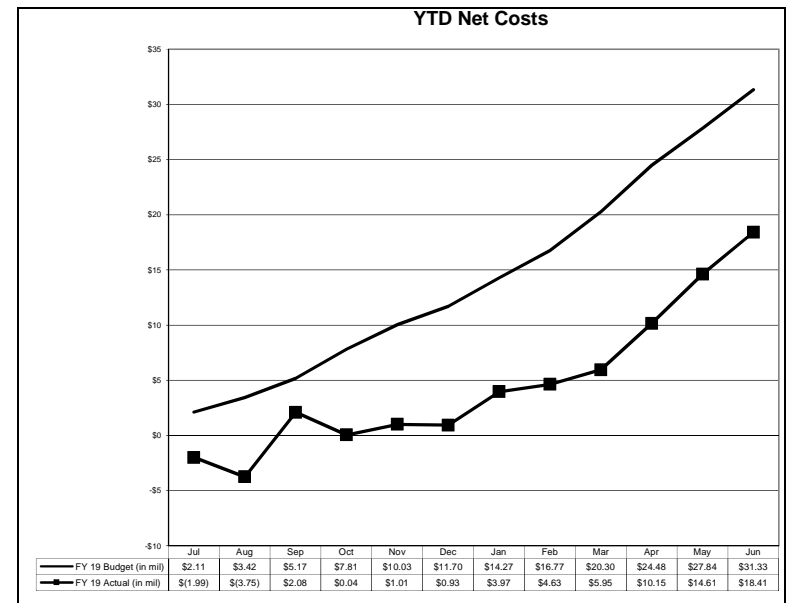
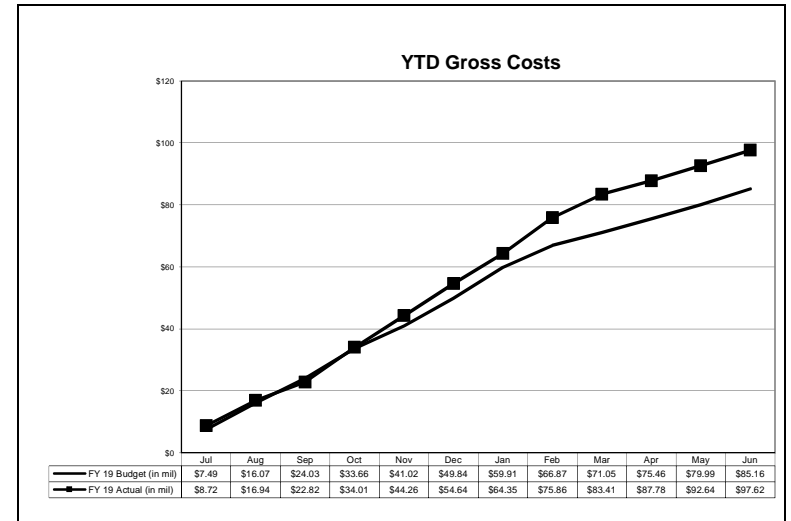
B - Higher costs due to higher than budgeted environmental testing costs.

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.

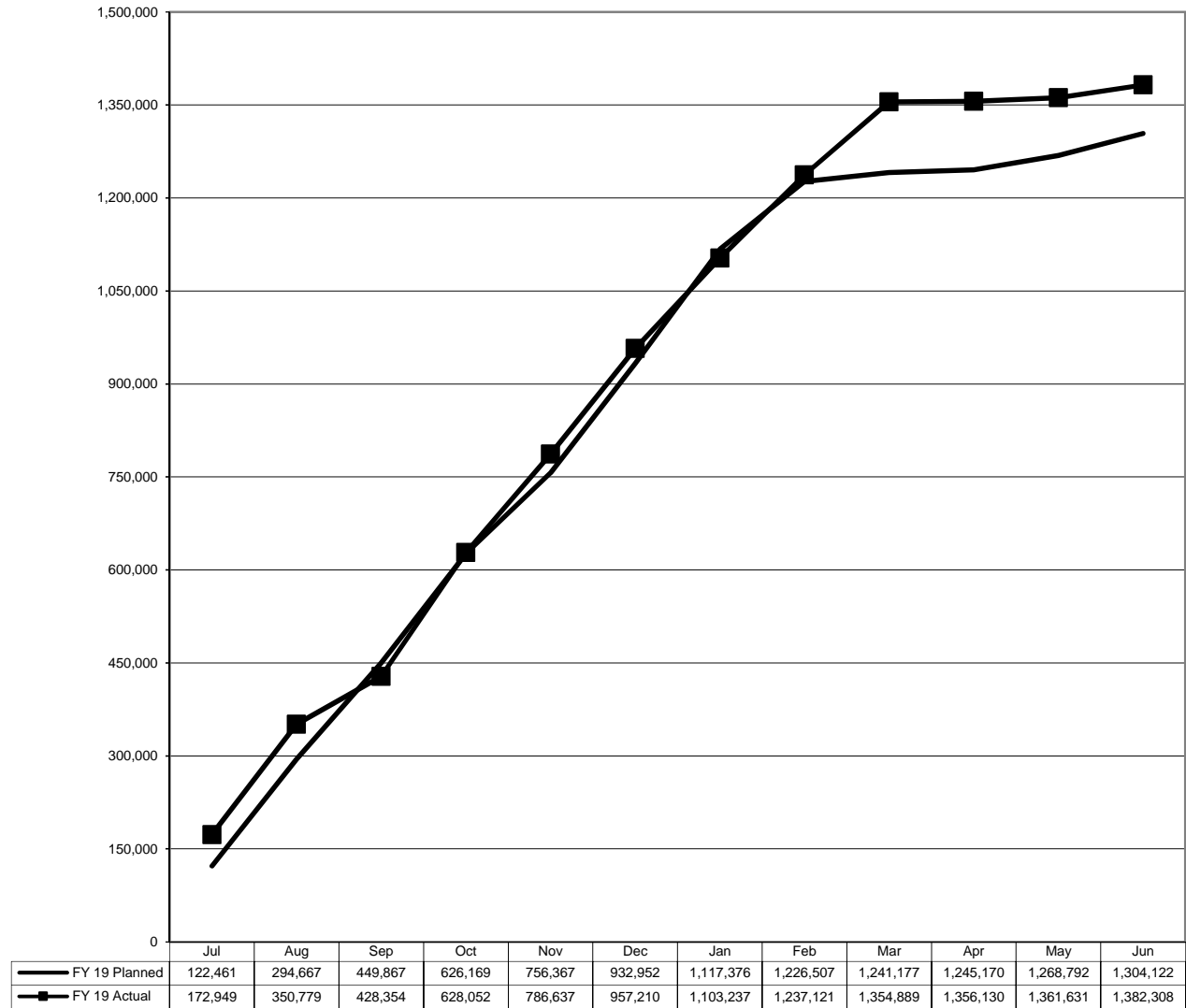
F - Includes non-budgeted costs for CAISO Model Implementation



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.: 10

Date: July 8, 2019

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) July 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)	22,900	54,257	2,202	292,293	16,148	13,505	78,096	16,709	88,079	6,458	21,932	211,685	14,680	838,943		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	22,900	54,543	2,264	426,170	16,403	13,561	78,583	16,790	107,587	6,459	21,946	238,563	15,048	1,020,817		derived
MTA Shortfall (MT)	(0)	(286)	(62)	(133,878)	(255)	(56)	(487)	(82)	(19,508)	(1)	(14)	(26,878)	(368)	(181,874)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	17.66	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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

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

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

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

2016 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center																	
	Actual													Compliance Year 2016	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source	
Energy (MWh)	97,230	27,160	91,578	45,437	3,423	66,596	76,008	31,653	25,597	20,636	17,488	28,418	531,223	4,747,190		Forecast/Meter	
Gas Schedule (MMBtu)	695,120	194,179	678,033	339,504	27,754	485,792	547,510	234,782	192,679	158,835	158,835	214,109	3,927,132	33,715,652		Forecast/Meter	
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054				MARS	
HVAC/Water Heater (MT)																	
Monthly MT Emissions (MT)	37,512	10,479	36,590	18,321	1,498	26,216	29,546	12,670	10,398	8,572	8,572	10,330	210,704	1,818,732		derived	
Cumulative MT Obligation (MT)	682,030	692,508	729,099	747,420	748,918	775,133	804,680	817,350	827,748	836,319	650,916	661,246	661,246	661,246		derived	
Compliance Instrument Participant Transfers (to LEC)																	
Auction Allowances	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287		CITSS	
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS	
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS	
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CITSS	
Total Compliance Instrument Participant Transfers (MT)	211,481	0	2,500	31,000	0	55,000	0	56,600	0	0	0	0	356,581	1,990,287			
NCPA Compliance Instrument Purchases (for LEC)																	
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS	
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		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	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																	
	Actual					Estimated								Compliance Year 2019	Cumulative Totals		
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total	Total	Charge Code	Source	
Energy (MWh)	146,027	133,884	117,768	1,241	5,501	111,412	195,764	0	0	0	0	0	711,597	7,591,853		Forecast/Meter	
Gas Schedule (MMBtu)	1,038,014	946,354	840,962	10,778	46,907	802,166	1,519,132	0	0	0	0	0	5,204,314	54,203,060		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	2,531	43,289	81,980	0	0	0	0	0	280,851	2,926,175		derived	
Cumulative MT Obligation (MT)	596,123	647,193	692,575	693,157	695,688	738,977	820,957	820,957	820,957	820,957	820,957	820,957	820,957	820,957		derived	
Compliance Instrument Participant Transfers (to LEC)																	
Auction Allowances	88,838	0	0	300	183,648	20,070	0	0	0	0	0	0	292,856	3,066,532		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	20,070	0	0	0	0	0	0	292,856	3,066,532			
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	20,070	0	0	0	0	0	0	292,856	3,113,532		derived	
Cumulative MT Account Balance [MTA] (MT)	804,296	804,296	804,296	804,596	988,244	1,008,314	1,008,314	1,008,314	1,008,314	1,008,314	1,008,314	1,008,314	1,008,314	1,008,314		derived	
MTA Shortfall (MT)	(208,173)	(157,103)	(111,721)	(111,439)	(292,556)	(269,337)	(187,357)	(187,357)	(187,357)	(187,357)	(187,357)	(187,357)	(187,357)	(187,357)	MTA SHORTFALL	derived	



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Date: July 5, 2019

Meeting Date: July 8, 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:

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 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, and also including sudden and accidental pollution coverage, 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 including 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, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

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, up to the policy limits specified herein, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

6.6 Pollution Insurance. Deleted due to sudden and accidental pollution insurance provided under GCL.

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;; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with the terms of this Agreement applicable to such Goods. SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. 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 caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, 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. For avoidance of doubt, third party includes Agency's employees.
- 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 federal or state courts located in Sacramento County, California.
- 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 Excuse of Performance. Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.

9.22 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 if and only if confirmed in writing by Agency, that Agency will pay a higher fee to cover all additional costs associated with such Goods..

9.23 Remedies; Limitation of Liability. NEITHER SUPPLIER NOR SUPPLIER'S SUPPLIERS OF GOODS ("SUPPLIER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SUPPLIER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY DURING THE TERM OF THIS AGREEMENT FOR ALL OTHER CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO \$5,000 FOR EACH OCCURRENCE AND \$25,000 FOR THE ENTIRE TERM OF THE AGREEMENT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO SUPPLIER'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.2. ALL CLAIMS BY AGENCY HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF AGENCY TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY AGENCY OF ANY SUCH CLAIMS AND DEFENSE FOR SUPPLIER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "AGENCY" AND "SUPPLIER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

SIGNATURES FOLLOW ON NEXT PAGE

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

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.

*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****



AIRGAS USA, LLC
920 PINER RD
SANTA ROSA CA 95403-1904
T: 707-545-3535
F: 707-545-0406

QUOTATION

Quote For: 2116412
NCPA MIDDLETOWN
GEOTHERMAL WAREHOUSE
12000 RIDGE RD
MIDDLETOWN CA 95461
T: 707-987-2502

Sold To: 2137885
NORTHERN CALIF POWER AGENCY
651 COMMERCE DR
ROSEVILLE CA 95678-6411
T: 916-781-4214

Quote Number	2008216077
Quote Date	05/31/2019
Prepared By	Michael Myr
Contact Phone	+1 415-648-9353
Account Manager	MICHAEL MYR
PO Number	NCPAMiddletownGasQuote5-31-2019
Release Number	
Ordered By	

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
10	HY C62 HYDROGEN INDUSTRIAL SZ 200 6PK CGA 350	W165	1	CR	1,182	FT3	330.00	CR	330.00 (H)
20	NI C65 NITROGEN INDUSTRIAL SIZE 250 6PK CGA 580	W165	1	CR	1,536	FT3	315.00	CR	315.00 (H)
30	AC 4 ACETYLENE SIZE 4 CGA 510 1 CL = 1.32 HH	W165	1	CL	132	FT3	50.00	HH	66.00 (H)
40	AR 250 ARGON INDUSTRIAL SIZE 250 CGA 580	W165	1	CL	281	FT3	130.00	CL	130.00 (H)
50	AR CD25250 ARGON 75 CD 25 SIZE 250 CGA 580	W165	1	CL	312	FT3	120.00	CL	120.00 (H)
60	HE BL300 HELIUM BALLOON GR SIZE 300 CGA 580	W165	1	CL	292	FT3	199.00	CL	199.00 (H)
70	OX 250 OXYGEN INDUSTRIAL SIZE 250 CGA 540	W165	1	CL	281	FT3	40.00	CL	40.00 (H)
80	PR 33 PROPANE INDUSTRIAL 32 LB FOR FORKLIFT USE CGA 790	W165	1	CL	32	LBS	46.77	CL	46.77 (H)
90	SH CP200 SULFUR HEXAFLUORIDE CP GR 2.8 SIZE 200 CGA 580	W165	1	CL	115	LBS	1,850.00	CL	1,850.00 (H)
100	AC AA4 ACETYLENE AA GR 2.8 SIZE 4 ATOMIC ABSORPTION GRADE CGA 510	W165	1	CL	132	FT3	215.36	CL	215.36 (H)
110	AR UHP300 ARGON UHP GR 5.0 SIZE 300 CGA 580	W165	1	CL	336	FT3	325.00	CL	325.00 (H)
120	HE UHP300 HELIUM UHP GR 5.0 SIZE 300 CGA 580	W165	1	CL	292	FT3	380.00	CL	380.00 (H)



AIRGAS USA, LLC
 920 PINER RD
 SANTA ROSA CA 95403-1904
 T: 707-545-3535
 F: 707-545-0408

QUOTATION

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
130	NI UHP300 NITROGEN UHP GR 5.0 SIZE 300 CGA 580	W165	1	CL	304	FT3	185.00	CL	185.00 (H)
140	NS AA200 NITROUS OXIDE AA GR 2.6 SIZE 200 CGA 326	W165	1	CL	60	LBS	281.71	CL	281.71 (H)

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: July 5, 2019

Meeting Date: July 8, 2019

To: Lodi Energy Center Project Participant Committee

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

Proposal

Approve the Multi-Task General Services Agreement with Hudson Mechanical, Inc., for general maintenance services which include but are not limited to welding, labor and materials, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

General maintenance services which include but are not limited to welding, labor and materials 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 in place agreements with Danick Mechanical, Inc. and Northern Industrial Construction, 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 \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Hudson Mechanical, Inc.



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Hudson Mechanical, Inc., a corporation with its office located at Mailing Address: P.O. Box 1337, Anderson, CA 96007; Physical Address: 5214 Industrial Way, Anderson, CA 96007 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2019 ("Effective Date") in Roseville, California.

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

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

not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge

and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

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

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

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.4.1** Immediately terminate the Agreement;

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 **Confidential Information and Disclosure.**
 - 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential,

proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations

including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

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

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

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

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

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

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

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for

any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

Hudson Mechanical, Inc.
Josh Hudson
President
P.O. Box 1337
Anderson, CA 96007

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

HUDSON MECHANICAL, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

JOSH HUDSON, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Hudson Mechanical, Inc. ("Contractor") shall provide, general maintenance services which include but are not limited to welding, labor and materials for miscellaneous maintenance as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



Hudson Mechanical Inc. Schedule of Rates as of 1/01/2019

HUDSON MECHANICAL SCHEDULE OF RATES as of 1/01/2019

Work Performed on a Time and Material Basis Will Be Priced As Follows:

Schedule of Hourly Rates for Labor:

Classification	Straight Time Hourly Rate	Overtime/Saturday	Sunday & Holiday
Plumber/Steamfitter	210	245	290
Laborer	120	135	155
Engineer	120	150	180
Equipment Operator	125	150	185

Schedule of Hourly Rates for Equipment:

Equipment	\$/hour
Water Trailer	\$12
Extended Reach 10K Forklift	\$55
Kubota Excavator	\$60
Kubota Auger Attachment	\$15
Welding Rig	\$20
Traffic Control Equipment	\$20
Safety/Confined Space Trailer	\$100
Laser Scanner	\$75
35 Ton Boom Truck	\$150

Labor Rates include per-diem & work truck with hand tools

Welding Rig includes at least the following: Welder, cutting torch, pipe stands

Safety/confined space trailer contains at least the following: Supplied air & respirators, filter type respirators, gas detector, fall protection harnesses, retractable lanyards, blower fans & duct, face shields, work gloves

Traffic control package contains at least the following: warning signs, radios, barricades, safety warning lights, traffic cones, flags, stop/slow signs

Straight time, overtime & Sunday/holiday rates are defined by the prevailing wage agreement for the respective trades.

Labor Rates do not include any consumables, materials, or equipment.

Cost/Plus Fee for Any Additional Materials: 15%

Cost/Plus Fee for Subcontractors and rental equipment: 15%

****Percentage Fee to Be Applied to Actual Invoice Cost for Material, Equipment, or Subcontractors.**

Copies of All Invoices Will Accompany Invoicing.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 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: 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:gmorrow@ci.azusa.ca.us> 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.gov

<mailto:>

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Assistant General Manager – Electric Resources
P.O. Box 4060
Modesto, California 95352
Telephone: (209) 526-7521
Facsimile: (209) 526-7575
Email: james.mcfall@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
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: 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, PC950 Reserve Drive, Suite 160
Roseville, CA 95678
Telephone: (916) 531-5566 (direct)
Email: bcm@cameron-daniel.com

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
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651 Commerce Drive
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Facsimile: (916) 783-4252
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City of Azusa

City of Azusa
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729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5219
Facsimile: (626) 334-3163
Email: <mailto:gmorrow@ci.azusa.ca.us> 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.gov

[mailto:](#)

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Assistant General Manager – Electric Resources
P.O. Box 4060
Modesto, California 95352
Telephone: (209) 526-7521
Facsimile: (209) 526-7575
Email: james.mcfall@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
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: 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, PC950 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.: 14

Date: July 8, 2019
To: Lodi Energy Center Project Participant Committee
Subject: Aon Risk Insurance Services West, Inc. – Three Year Consulting Services Agreement; Applicable to the following projects: All NCPA locations

Proposal

Approve the three year (with an option to extend annually up to 5 years) Consulting Services Agreement with Aon Risk Insurance Services West, Inc. for insurance brokerage services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$722,043 up to 5 years for use by NCPA.

Background

NCPA engages professional services associated with insurance risk management, risk financing, insurance brokerage, and loss claim advocacy matters. The Agency retains these services in connection with its insurance program which includes property, liability, workers compensation, and directors and officers insurance programs, etc. The Agency has engaged Aon Risk Insurance Services West Inc. from July 1st 2016. Prior to Aon, Marsh USA, Inc. served NCPA for many years to provide this service.

The current insurance brokerage Consulting Services Agreement (CSA) with Aon expires on June 30, 2019. Staff issued a Request for Proposals (RFP) to solicit insurance brokerage firms to provide the above mentioned services. Staff received 3 responses to the RFP as follows:

- Marsh
- Aon Risk Insurance Services West Inc.
- Willis Towers Watson

A team of NCPA staff evaluated the responses and interviewed the top 2 responding firms. All firms had experience in the power sector and excellent qualifications to provide NCPA the desired services for insurance brokering and support. After a thorough evaluation, Aon Risk Insurance Services West Inc. stands out as the best selection for NCPA with its full service capability, industry experience, team profile, competitive service fee, and track record of past services. Staff recommends the selection of Aon Risk Insurance Services West Inc. to perform NCPA insurance brokerage services.

Attached is a draft consulting services agreement with Aon Risk Insurance Services West Inc. which provides for a 3-year term with an option to extend annually up to 5 years. Service fees are \$136,000 for the first year from July 1, 2019 to June 30, 2020, and then with an annual COLA escalation of 3% as the following:

July 1, 2020-June 30, 2021 \$140,080
July 1, 2021-June 30, 2022 \$144,282
July 1, 2022-June 30, 2023 \$148,611
July 1, 2023-June 30, 2024 \$153,069

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

Selection Process

This five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (specify other enabling agreements) for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

NCPA insurance program premiums and brokerage fees are budgeted as part of the aggregate Property, Liability, and Workers' Compensation Insurance cost estimates, which are charged off proportionately at approximately 80% for Property Insurance and 20% for Liability Insurance based on total premiums paid. The fees and premiums in total are then allocated to projects based on insured values at each plant site, with the liability insurance charged to Administrative & General costs.

The aforementioned annual fee is right at the Commission approved FY2020 annual budget of \$136,591 for this item.

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:



RUI DAI
Energy Risk Manager
Administrative Services, Risk Management

Attachments: (1)

- Aon Risk Insurance Services West, Inc. – draft agreement



**CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AON RISK INSURANCE SERVICES WEST, INC.
(Single Task)**

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 Aon Risk Insurance Services West, Inc., a corporation with its office located at 425 Market Street, Suite 2800, San Francisco, CA 94105, ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 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 June 30, 2022, except that Agency shall have the option to extend the term, on an annual basis, to no later than June 30, 2024. Agency's exercise of the option to extend the term is effective only if in writing.
- 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.

Consultant will deliver the Services based upon the information that the Agency and its authorized representatives provide. Agency is responsible for the accuracy and completeness of the information and Consultant accepts no responsibility arising from the Agency's failure to provide such information to Consultant. Consultant must receive promptly the information to deliver the Services as well as the Agency's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as change in the nature of the risk, insured entities, property values and persons or entities to be covered.

To the extent that any portion of Consultant's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the Agency, it is the Agency's responsibility to disclose the actual net cost of the brokerage and insurance costs Agency have incurred to third party(ies) having an interest in such amounts.

- 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.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** seven hundred twenty two thousand and forty three dollars (\$722,043.00) 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 an invoice for payment no later than 45 days prior to payment due date.

2.2 Payments. Payments shall be made as set forth in Exhibit B.

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.

Insurance may not be available in the admitted marketplace for the terms and conditions specified by the Agency. In such event, Consultant's insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons or entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers. In some instances, these insurance placements made by Consultant or its affiliates on the Agency's behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. To the extent possible, Consultant will identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the Agency. Consultant will invoice the Agency for the payment of such taxes and fees where it is Consultant's responsibility to do so. Any such taxes and fees collected by Consultant will be promptly remitted by Consultant to the appropriate taxing authorities.

2.4 Authorization to Perform Services. 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 by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Business 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 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 04 13 on "an occurrence" basis covering Commercial General Liability. No endorsement shall be attached limiting the coverage.

4.2.2 Business Automobile Liability. Consultant shall maintain Business Automobile liability insurance form CA 00 01 10 13 for the term of this Agreement covering 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. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if

requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

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.

4.5 Waiver of Subrogation. With the exception of Professional Liability, 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 and agents.

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. 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 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 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. For the avoidance of doubt, claims of an employee of Agency or Consultant are deemed third-party claims.

5.3 Limitation of Liability. Neither Party to this Agreement shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either Party has been advised of the likelihood of such damages) arising out of services provided by Consultant or its affiliates.

Consultants liability to Agency, in total, for any and all damages, costs, and expenses (including but not limited to attorneys' fees), arising from this Agreement, whether based on contract, tort (including negligence), or otherwise, in connection with or related to the Services (including a failure to provide a service) or any other service that Consultant provides shall be limited to a total aggregate amount of US \$10 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to Agency and extend to Agency's members and their respective directors, officers, employees and agents (hereinafter, each an "Agency Entity" and together, "Agency Group") wherever located that seek to assert claims against Consultant, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member, other than Consultant, owes or accepts any duty or responsibility to any Agency Entity, other than 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 without regard to its conflicts of law rules.
- 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 and Change Orders.

8.2.1 The Parties may amend this Agreement only by a writing signed by all the Parties.

8.2.2 The Parties may agree to a change order, modifying the duration of the Agreement or the not-to-exceed compensation referenced in Section 2 hereof by a writing signed by the Consultant and the Contract Administrator.

- 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 and previously provided to Agency pursuant to this Agreement; and/or

8.4.3 Retain a different consultant to complete the Services not finished by Consultant.

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 financial 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 and to insurance/reinsurance/benefits vendor(s), on a need-to-know basis and as necessary in order to implement the services provided by Consultant to Agency.

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) upon termination of this Agreement, 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. Each Party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of relating to this Agreement or any services provided to the Agency by Consultant or its affiliates.
- 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 Monty Hanks, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Derick Hembd
Account Executive
Aon Risk Insurance Services West, Inc.
2277 Fair Oaks Blvd., Suite 250
Sacramento, CA 95825

Derek Whipple
Managing Director
Aon Risk Insurance Services West, Inc.
425 Market Street, Suite 2800
San Francisco, CA 94105

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:

Rui Dai
Energy Risk Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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, 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.

10.16 Consultant Business Terms. Consultant's Business Terms, attached hereto and incorporated herein as Exhibit D, shall apply to this Agreement.

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

NORTHERN CALIFORNIA POWER AGENCY

AON RISK INSURANCE SERVICES
WEST, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

DEREK WHIPPLE, Managing Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Aon Risk Insurance Services West, Inc. ("Consultant") will act as the risk management advisor and consultant and insurance broker, as applicable, for the Northern California Power Agency ("Agency" or "NCPA") with respect to the following lines of insurance:

- (a) All Risks Property
- (b) Electronic Data Processing (Misc. Property)
- (c) Excess Liability
- (d) Automobile Liability/Physical Damage
- (e) Workers Compensation/Employers Liability
- (f) Property (Lodi Energy Center)
- (g) Casualty (Lodi Energy Center)
- (h) Crime/Fidelity
- (i) Directors & Officers Liability
- (j) Surety
- (k) Other lines of insurance as needed (e.g., professional liability, etc.)

The primary responsibilities and requirements of Consultant are outlined below:

1. Assigned Personnel

Consultant shall designate a Principal to be assigned to this account to act as the primary contact for NCPA. If for any reason NCPA finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, Consultant will agree to assign replacement personnel that must also be approved by NCPA.

2. Current Policy Review

Consultant shall review all NCPA policies and other documents in detail within 14 days of receipt of the documents. Check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. Ensure that the intended coverage is provided, all coverage, terms, conditions and other wording is complete and accurate.

3. Program Administration

Program administration shall include, but not be limited to the following:

- A. Act as an independent insurance advisor to the Agency and proactively provide ongoing and unbiased professional advice and recommendations that benefit the Agency.
- B. Proactively provide ongoing review and analysis of the Agency's insurance programs and identification of cost and benefit options.
- C. Be familiar with the insurance needs of the Agency.

- D. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the Agency.
- E. Assure that insurance policies are placed in a timely manner, with reputable and financially responsible insurers.
- F. Provide service for the insurance policies placed for the Agency including processing all changes and endorsements.
- G. Provide early warning of rate and coverage changes or renewal problems.
- H. At least once a year, provide a comprehensive report that reviews all of the Agency's insurance programs.
- I. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- J. Meet with Agency staff as may be reasonably requested.
- K. Provide consultation service and written reports as normally expected of a professional broker.

4. Claim Assistance

Assist NCPA with claim filing, evaluation, negotiation and settlement. Included in the annual service fees identified in Exhibit B, Consultant agrees to provide up to 30 hours of claims assistance annually. Any request in excess of this amount will be negotiated. Unused claim assistance hours shall be carried over.

5. Periodic Review

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis, including:

- A. Consultant must provide a thorough renewal presentation each year at least sixty (60) days before current policy expiration date with policy recommendations to include an analysis of available alternatives.
- B. Brokerage services must also include market research.
- C. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

EXHIBIT B

COMPENSATION SCHEDULE AND PAYMENT

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount specified in Section 2 of the Agreement. The annual fees for Services, including option years (if exercised by Agency), are as follows:

July 1, 2019-June 30, 2020: \$136,000, with an annual COLA escalation of 3%, as shown below:
July 1, 2020-June 30, 2021: \$140,080
July 1, 2021-June 30, 2022: \$144,282
July 1, 2022-June 30, 2023: \$148,611
July 1, 2023-June 30, 2024: \$153,069

Of the above annual service fees, \$25,000 is payable within 60 days of the end of each service year as a performance bonus payment upon satisfaction of Agency of the services rendered.

Otherwise, annual fees for the first year of Services shall be paid within 60 days of the Effective Date, and annual fees for subsequent service years shall be paid within 60 days following each anniversary of the Effective Date.

****NOT APPLICABLE**
EXHIBIT C**

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT D

Consultant Business Terms

Claim Notification to Insurers

Unless Consultant has a specific signed agreement with the Agency to the contrary, it is the Agency's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Agency's policies. Consultant assumes no duty or responsibility with respect to such notifications or monitoring the Agency's obligation to place insurers on notice unless undertaken in a separate written agreement. The Agency may send copies of such notices to members of Consultant staff for informational purposes only, but the receipt of such notice by Consultant shall not create additional duties or obligations owed by Consultant to the Agency nor constitute notice to Agency's insurers.

Contract and Lease Review; General Advice

In instances where Consultant provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Agency's request, such language must be reviewed by the Agency's legal advisor before Agency take action based upon Consultant's statements. Consultant does not and cannot provide legal advice as to whether the Agency's insurance program covers legal obligations contained in the Agency's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Consultant are of a legal nature and Consultant shall not give legal opinions or provide legal advice or representations.

Intermediaries

Consultant encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Consultant believes it is in the Agency's best interest, Consultant may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers (each individually an "Intermediary") to assist in the procurement and servicing of the Agency's insurance. Consultant prefers, wherever possible, to use the services of an Consultant-affiliated Intermediary and Consultant shall not be responsible for a non-Consultant affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the Programs shall be in addition to the compensation paid to Consultant and shall not be credited against Consultant's annual fee.

Use of Logos

Unless otherwise instructed by the Agency, Consultant will use the Agency's logo, pictures, and other publicly available information to effectively market the Agency's Programs or for use in Consultant's business records.

Premium Remittance

Premiums paid by the Agency to Consultant for remittance to insurers and Agency premium refunds paid to Consultant by insurance companies for remittance to the Agency are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Agency. Subject to such laws and the applicable insurance company's consent, where required, Consultant will retain the interest or investment income earned while such funds are on deposit in such accounts.

Insurance Proposals and Summaries

Consultant's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for the Agency's convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Consultant only engages insurers who meet certain requirements as established by Consultant from time to time, Consultant make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Foreign Account Tax Compliance Act (FATCA)

Agency acknowledges that Consultant is required to act as a withholding agent on any FATCA eligible premium payments when Consultant US or its US licensed affiliates are responsible for the remittance of premium payments to certain insurers, and in such instances, Consultant will be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. Consultant will not act as withholding agent on premium remitted by Agency to any other party, including premiums paid directly to insurers, to non-US intermediaries, or to non-US Aon entities which are not classified as qualified intermediaries for FATCA.

If Agency directs use of a carrier or intermediary that is unable or unwilling to provide FATCA forms to Consultant in instances where Consultant is to remit premium to that carrier or intermediary, Agency will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling Agency's obligation to remit the full premium amounts necessary to effect coverage.

Agency will be responsible for all aspects of FATCA compliance for premium payments made to entities other than Consultant-including payments made directly to (re)insurance carriers or intermediaries.

Consultant provides Consultant's US W-9 form(s) to Agency via Aon.com as directed to Agency on invoices. Agency agrees with and accepts delivery of such form(s) via Aon.com. Consultant will not be responsible for issues arising from Consultant withholding 30% of premium payments

in connection with its FATCA obligations. Agency agrees to work with Consultant to provide information required to meet FATCA obligations.

Pricing

Consultant does not and cannot guarantee the availability or price of insurance for the Agency's risks and is not responsible for fluctuation in the premiums charged by insurers. Consultant will rely on the Agency to review and approve any calculation or estimation of premium and Consultant is not responsible for any loss occasioned as a result of Consultant's calculation or estimation of premium and statutory charges that may apply to the Agency's insurance.

DRAFT



LEC PPC Meeting

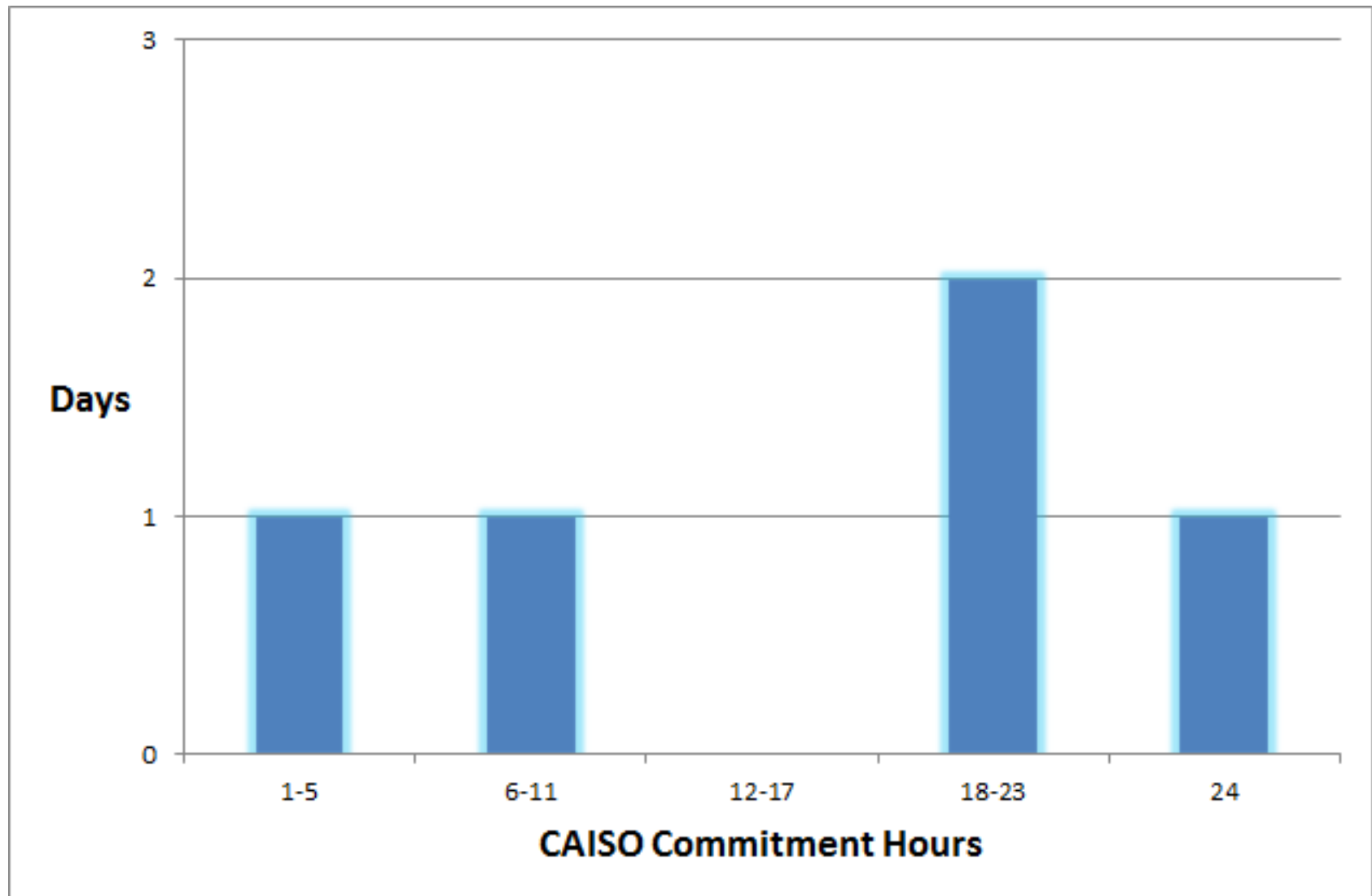
July 8, 2019

June 2019 Market Financial Results

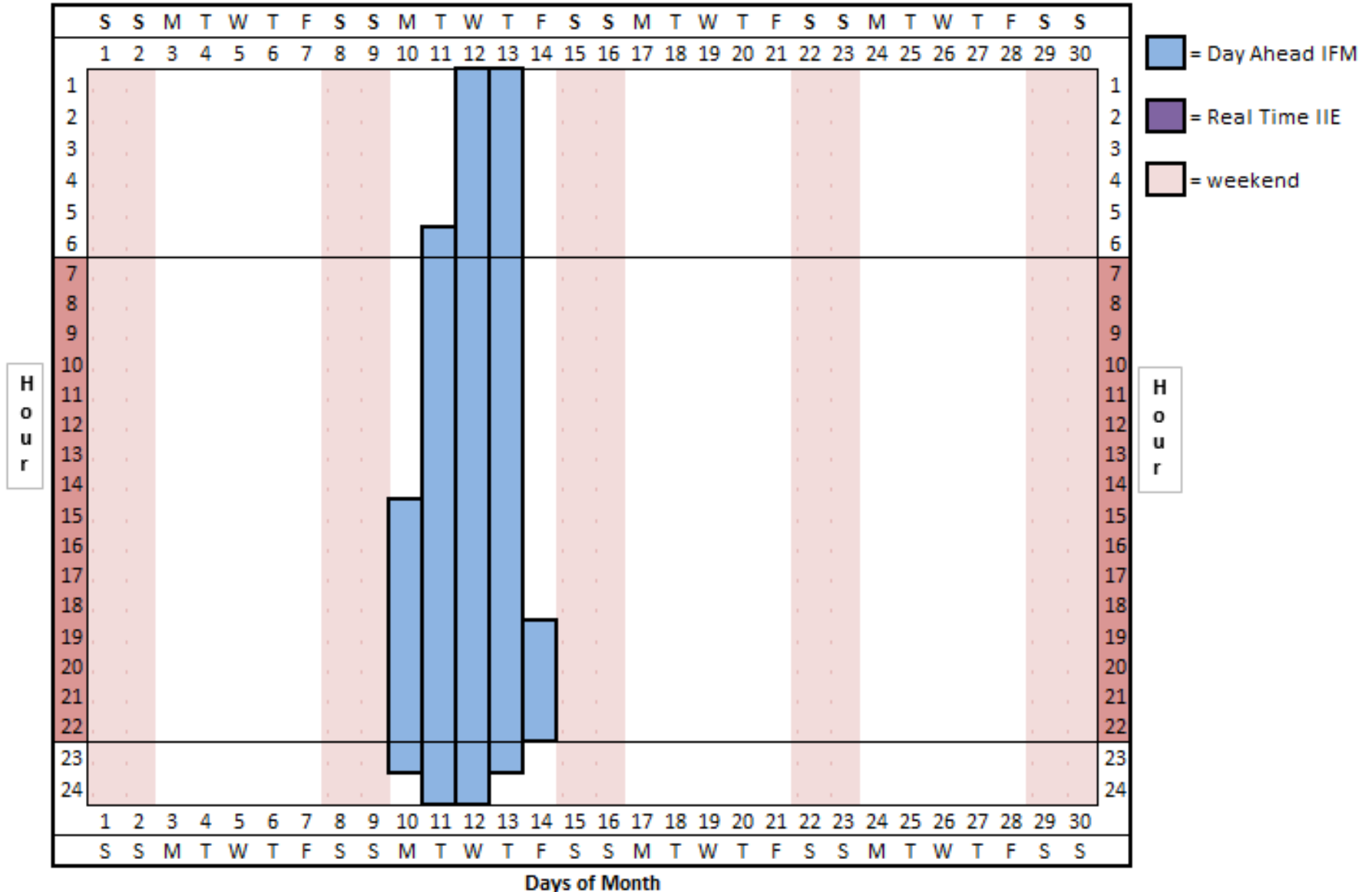
LEC Operational Results for June 2019

- Resource Adequacy Availability Metrics:
 - 100% - Monthly Assessment Generic Performance
 - .998% - Monthly Assessment Flexible Performance
 - Vs
 - 96.5% Availability Standard
- RAAIM Incentive Payment for
 - \$ 20,800 for Generic RA based on claimed 152.27 mw
 - Under further review for potential settlement adjustment.
 - \$ 10,000 for Flexible RA based on claimed 62.32 mw
- LEC was committed by CAISO for Market energy 5 of 30 available days
 - 0 days not committed due to planned outage
 - 25 days not committed due to economics

Frequency Tabulation of Daily CAISO commitment hours for June 2019

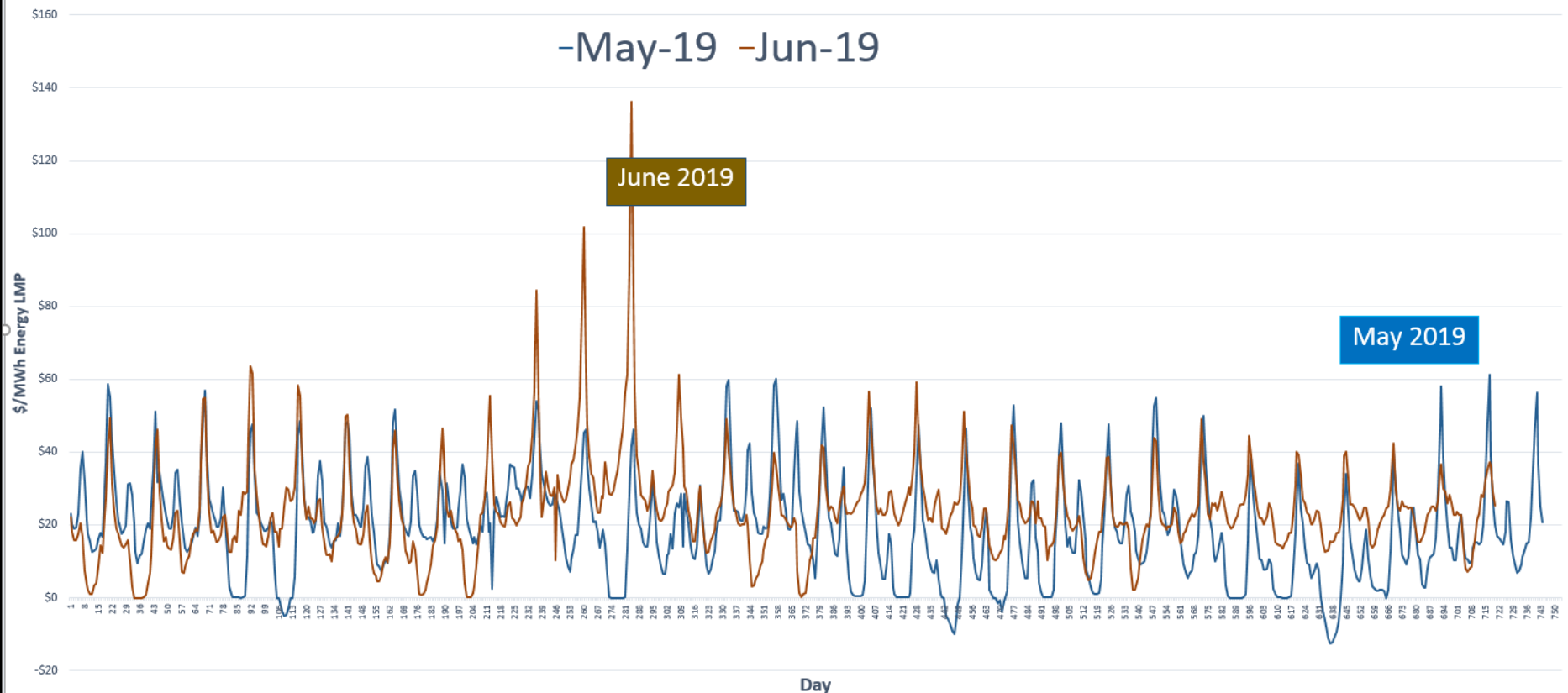


Daily CAISO Commitment Runs for June 2019

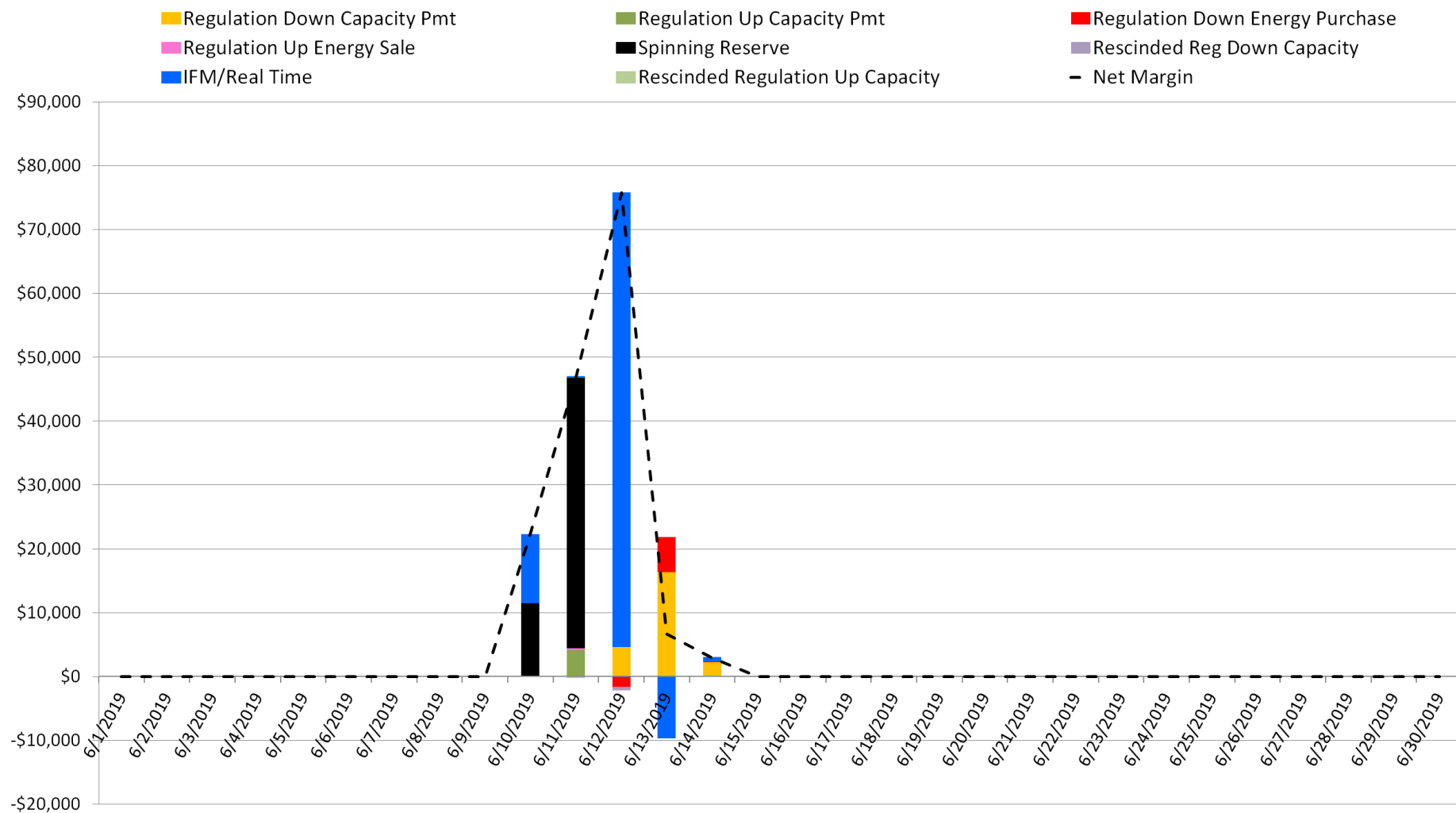


June 2019 Day Ahead Energy LMP values strengthen briefly as temps increase

LEC PROJECT HOURLY DAY AHEAD LMP VALUES FOR May 2019 through June 2019



June 2019 LEC Daily Margin Profile by Product



June 2019 LEC Project Cumulative Monthly Margin

IFM/RTM Gross Revenues	\$	900,900	
Regulation Up Capacity	\$	4,100	
Regulation Down Capacity	\$	19,900	
Spinning Reserve	\$	55,100	
Total Gross LEC Revenue			\$ 980,000
LEC CAISO GMC Costs	\$	(8,500)	
CAISO Energy & Capacity Buyback Costs	\$	(114,900)	
Total Monthly LEC Fuel Cost	\$	(482,300)	
Total Monthly GHG Obligation	\$	(144,200)	
Variable Operations & Maintenance Cost	\$	(69,100)	
Total Costs			\$ (819,000)
Net Cumulative Monthly Margin			\$ 161,000
Average Margin \$/MWh	\$		7.8

Comparison of Day Ahead Congestion LEC vs NP15 Trade Hub

Net_Amount by Day

● Increase ● Decrease ● Total

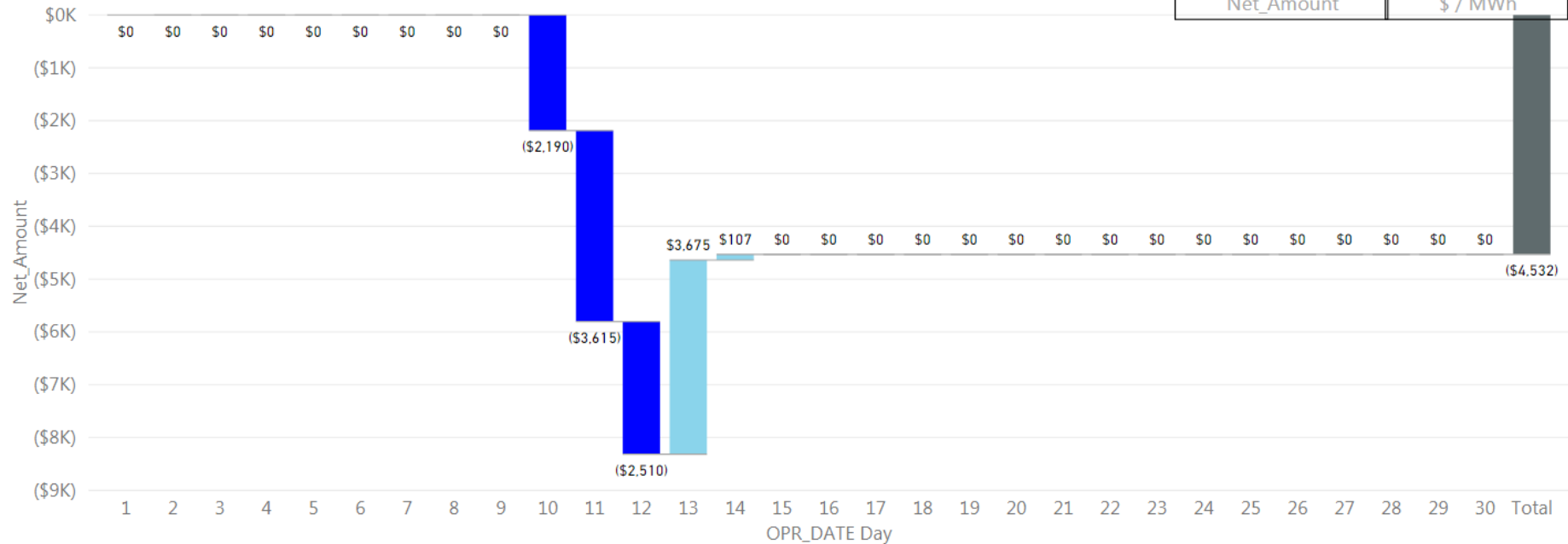
Cost of Congestion Component

(\$4,532.2)

Net_Amount

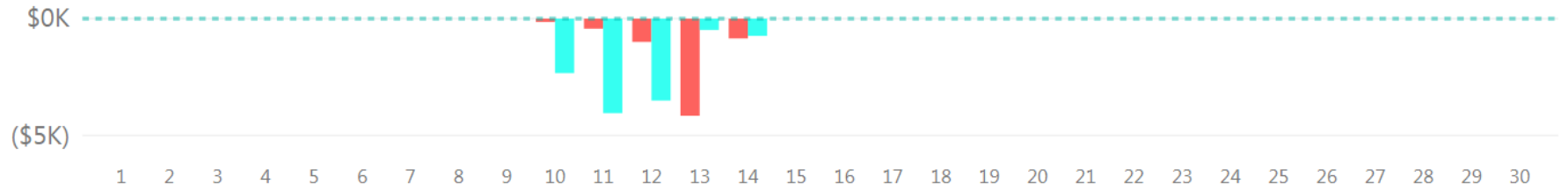
(\$0.22)

\$ / 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

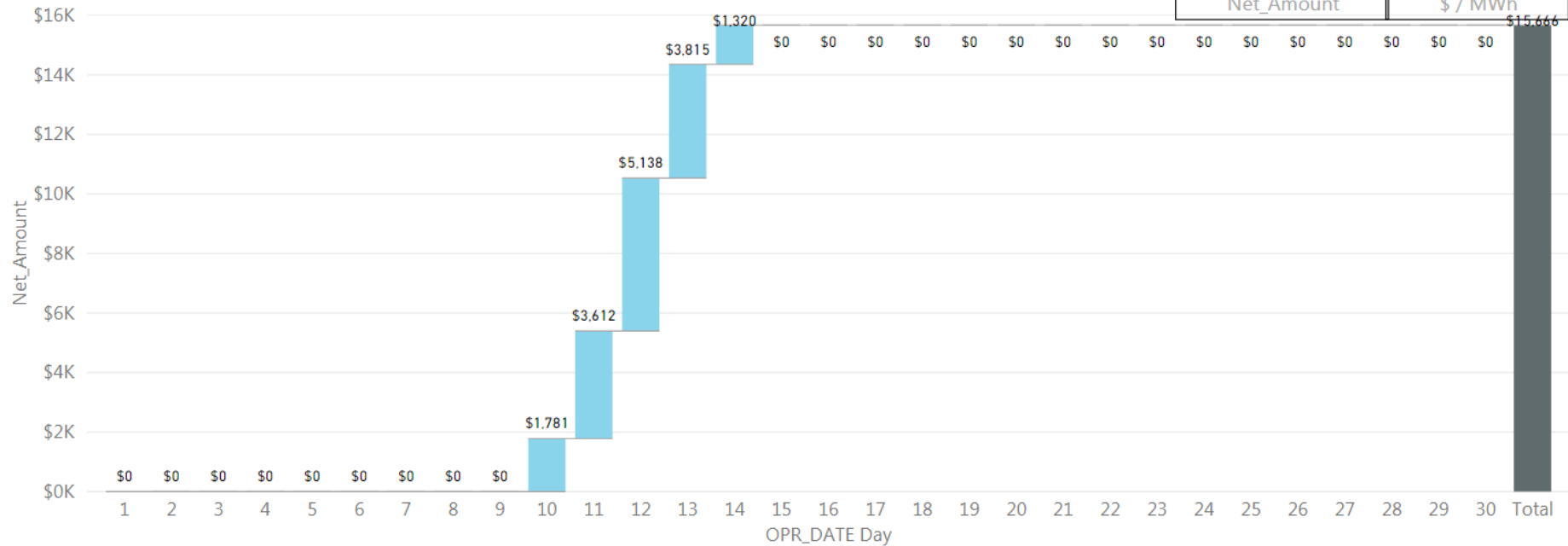
Cost of Loss Component

\$15.7K

Net_Amount

\$0.76

\$ / MWh



NP15_Cost and LEC_Cost by Day

● NP15_Cost ● LEC_Cost

