LEC PPC Agenda

Date: July 5, 2017
Subject: July 10, 2017 Lodi Energy Center Project Participant Committee Meeting
Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations
Time: 10:00 a.m.

*** 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.

<table>
<thead>
<tr>
<th>NCPA</th>
<th>NCPA</th>
<th>CITY OF HEALDSBURG</th>
</tr>
</thead>
<tbody>
<tr>
<td>651 Commerce Drive</td>
<td>12745 N. Thornton Road</td>
<td>401 Grove Street</td>
</tr>
<tr>
<td>Roseville, CA 95678</td>
<td>Lodi, CA 95241</td>
<td>Healdsburg, CA 95448</td>
</tr>
<tr>
<td>BAY AREA RAPID TRANSIT</td>
<td>CITY OF GRIDLEY</td>
<td>CITY OF LOMPOC</td>
</tr>
<tr>
<td>300 Lakeside Drive, 16th Floor</td>
<td>685 Kentucky Street</td>
<td>100 Civic Center Plaza</td>
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<tr>
<td>Oakland, CA 94612</td>
<td>Gridley, CA 95948</td>
<td>Lompoc, CA 93438</td>
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<tr>
<td>CITY OF BIGGS</td>
<td>PLUMAS-SIERRA RURAL ELECTRIC COOP</td>
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<tr>
<td>465 “C” Street</td>
<td>73233 Highway 70</td>
<td>POWER &amp; WATER RESOURCES POOLING AUTHORITY</td>
</tr>
<tr>
<td>Biggs, CA 95917</td>
<td>Portola, CA 96122</td>
<td>106 Polo Road</td>
</tr>
<tr>
<td>CALIFORNIA DEPARTMENT OF WATER RESOURCES</td>
<td>SILICON VALLEY POWER/CITY OF SANTA CLARA</td>
<td>CITY OF UKIAH</td>
</tr>
<tr>
<td>2135 Butano Drive, Suite 100 Room 125 Sacramenato, CA 95825</td>
<td>881 Martin Avenue, Suite 125 Santa Clara, CA 95050</td>
<td>300 Seminary Avenue Ukiah, CA 95482</td>
</tr>
<tr>
<td>City of Azusa</td>
<td>Modesto Irrigation District</td>
<td></td>
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<tr>
<td>729 N. Azusa Avenue</td>
<td>1231 Eleventh Street</td>
<td></td>
</tr>
<tr>
<td>Azusa, CA 91702</td>
<td>Modesto, CA 95352</td>
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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

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.
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. Call Meeting to Order and Roll Call

PUBLIC FORUM

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

2. Meeting Minutes - Approval of June 12, 2017 regular meeting minutes.

MONTHLY REPORTS

3. Operational Report for June 2017 - (Jeremy Lawson)


CONSENT CALENDAR

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

7. Treasurer’s Report for June 2017 - Accept by all Participants

8. Financial Report for June 2017 - Approve by all Participants

9. 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.
10. Compliance Services, Inc. First Amendment – Staff is seeking a recommendation for Commission approval of a First Amendment to the existing five year Multi-Task General Services Agreement for pipeline hazardous materials safety administration services modifying the scope of work to expand for additional services for use at all facilities owned and/or operated by NCPA.

11. TCB Industrial, Inc. – Staff is seeking a recommendation for Commission approval of a five year Multi-Task General Services Agreement for mechanical, millwright, and civil maintenance services on operating equipment for an amount not to exceed $1,000,000 for use at all facilities owned and/or operated by NCPA.

Consent Items pulled for discussion: ____________________________________________

BUSINESS ACTION ITEMS

None

INFORMATIONAL/ DISCUSSION ITEMS

12. Outage Schedule – Staff will present the proposed 2018 outage schedule and updates to the 2017 outage schedule. (Michael DeBortoli)

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

14. LEC Gas Transportation Update – Staff will provide an update on LEC Gas Transportation. (Ken Speer)

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

ADJOURNMENT

Next Regular Meeting: August 14, 2017

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.
Lodi Energy Center
Project Participant Committee Regular Meeting
June 12, 2017 - MEETING MINUTES
Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
10:00 A.M.

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

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

<table>
<thead>
<tr>
<th>Participant</th>
<th>Attendance</th>
<th>Particulars / GES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azusa - Morrow</td>
<td>Present</td>
<td>2.7857%</td>
</tr>
<tr>
<td>BART - Lloyd</td>
<td>Absent</td>
<td>6.6000%</td>
</tr>
<tr>
<td>Biggs - Sorenson</td>
<td>Absent</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR - Brown</td>
<td>Present</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley - Eckert</td>
<td>Present</td>
<td>1.9643%</td>
</tr>
<tr>
<td>Healdsburg - Crowley</td>
<td>Absent</td>
<td>1.6428%</td>
</tr>
<tr>
<td>Lodi - Chiang</td>
<td>Present</td>
<td>9.5000%</td>
</tr>
<tr>
<td>Lompoc - Singh</td>
<td>Absent</td>
<td>2.0357%</td>
</tr>
<tr>
<td>MID - Caballero</td>
<td>Present</td>
<td>10.7143%</td>
</tr>
<tr>
<td>Plumas-Sierra - Brozo</td>
<td>Absent</td>
<td>0.7857%</td>
</tr>
<tr>
<td>PWRPA - Bradley</td>
<td>Present</td>
<td>2.6679%</td>
</tr>
<tr>
<td>SVP - Hance</td>
<td>Present</td>
<td>25.7500%</td>
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<tr>
<td>Ukiah - Grandi</td>
<td>Absent</td>
<td>1.7857%</td>
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**Summary**

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<thead>
<tr>
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<td>6</td>
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<tr>
<td>Quorum by #:</td>
<td>Yes</td>
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<tr>
<td>Quorum by GES:</td>
<td>Yes</td>
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<tr>
<td>Meeting Date:</td>
<td>June 12, 2017</td>
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**Public Forum**

Chairman Morrow 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.

Jiayo Chiang from the City of Lodi arrived at the Lodi Energy Center at 10:05 a.m. Paul Eckert from the City of Gridley arrived on the phone at 10:11 a.m.
2. **Meeting Minutes**

The draft minutes of the regular meeting held on May 8, 2017 were considered. The LEC PPC considered the following motion:

**Date:** 6/12/2017  
**Motion:** The PPC approves the minutes of the May 8, 2017 regular meeting as presented or including any edits discussed at today's meeting.

**Moved by:** MID  
**Seconded by:** CDWR

Discussion: There was no further discussion.

<table>
<thead>
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<tr>
<td>Silicon Valley Power</td>
<td>Absent</td>
<td>25.7500%</td>
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<tr>
<td>Ukiah</td>
<td>Absent</td>
<td>1.7857%</td>
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**Vote Summary**

| Total Ayes | 5 | 59.1679% |
| Total Noes | 0 | 0.0000%  |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 8 | 40.8321% |

Result: Motion passes.

**MONTHLY REPORTS**

3. **Operational Reports for May 2017**

Mike DeBortoli presented the Operational Report for May. There were no OSHA recordable accidents, no NERC/WECC violations and no forced outages. There was one failed RATA permit violation issued from the San Joaquin Valley Air Pollution Control District after reviewing the 10/20/2016 test results. No explanation was issued as to why the violation was given.

Mike reported that the May outage was complete. Siemens completed the rotor inspection with no substantial findings. HRSG and boiler tube repairs were completed as well.
The operational report reflected monthly production of 3,440 MWH, 23 service hours, and equivalent operating availability of 12.9%. The report set for the Capacity Factor @ 280MW Pmax of 1.7% and 302MW Pmax of 1.5%. There were zero hot starts, one warm start, and two cold starts during the month.

4. **Market Data Report for May 2017**

Mike Whitney presented the operating and financial settlement results for the month. There no resource adequacy claims due to the planned outage. LEC was committed to CAISO three out of three available days.

5. **Monthly Asset Report**

Mike DeBortoli presented the monthly asset report for April 2017. Mike reported that April 2017 was slightly negative. Mike reviewed the monthly historical comparisons as well as the 12-month history.

6. **Bidding Strategies Report**

Ken Goeke reviewed the monthly Bidding Strategies data for May 2017. Ken reviewed bidding and calculating net start-up costs. Ken reported that daily data results will be posted on the NCPA Connect / LEC PPC site. There will be two reports posted: 1) Backcast Report and 2) LEC Daily Report.

**Consent Calendar (Items 7 – 15)**

The consent calendar was considered. Chairman Morrow 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:** 6/12/2017

The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer's Report for May 2017; 8. Financial Reports for May 2017; 9. GHG Reports excerpted from monthly ARB; 10. Univar USA, Inc. First Amendment to the existing five year Multi-Task Agreement for Purchase of Equipment, Materials, and Supplies for chemical purchases, increasing the NTE amount from $250,000 to $1,200,000 and amending the purchase list for use at all NCPA facilities; 11. RADCO Communications LLC five year Multi-Task General Services Agreement for communication maintenance services not to exceed $1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 12. Stantec Consulting Services, Inc. five year Multi-Task Consulting Services Agreement for engineering consulting services not to exceed $1,000,000 for use at all facilities owned and/or operated.
by NCPA, its Members, SCPPA, and SCPPA Members; 13. Global Diving and Salvage, Inc. five year Multi-Task General Services Agreement for underwater maintenance services not to exceed $1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 14. DRS Marine, Inc. five year Multi-Task General Services Agreement for underwater maintenance services not to exceed $1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 15. Mark III Construction, Inc. Public Works Agreement for physical security upgrades at NCPA Generation Services facilities not to exceed $1,283,481.

Moved by: Lodi
Seconded by: PWRPA

Discussion: There was no further discussion.

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<thead>
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**Vote Summary on Motion**

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<tr>
<td>Total Noes</td>
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<tr>
<td>Total Abstain</td>
<td>0</td>
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<tr>
<td>Total Absent</td>
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Result: Motion passes.

**BUSINESS ACTION ITEMS**

None
INFORMATIONAL ITEMS

16. **LEC Operating Reserve Fund**

Monty Hanks from NCPA Administrative Services reviewed the LEC Operating Reserve Fund. Monty indicated that the agenda item was originally set as informational, but they would like the PPC to vote on the recommendation. A presentation was reviewed regarding the LEC Operations and Maintenance Reserve. Monty reviewed the operating reserve fund requirement, the annual reserve fund, and the staff recommendation.

**Date:** 6/12/2017  
**Motion:** The PPC approves holding the Operations & Maintenance Reserve Fund balance at the current level, which is in excess of the Operating Reserve Fund Requirement, until such time as the fuel transportation charge issue is resolved or until PPC Participants decide otherwise.

**Moved by:** SVP  
**Seconded by:** MID  

Discussion: There was no further discussion.

### Vote Summary on Motion

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### Vote Summary

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<tr>
<td>Total Abstain</td>
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<tr>
<td>Total Absent</td>
<td>6</td>
<td>13.1178%</td>
</tr>
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Result: Motion passes.
17. **Offer to Sell LEC Attributes by City of Gridley**

James Takehara informed the PPC that the City of Gridley issued an RFO for any participants, members, or third parties to buy shares or any offer related to LEC. This was announced previously in 2015 to LEC participants, and there was no interest. At the request of Gridley, Power Management is re-issuing the RFO again.

18. **Update on NCPA Policy on Revenue Allocation**

James Takehara presented that the NCPA Commission approved to market administrative services to third parties. In December, an interim policy was approved on what to do with the proceeds from those contracts. James reported that the sub-group met two times since the last meeting making the following recommendations: 1) Ten percent of revenues are to be allocated to members in proportion to A&G costs, 2) Balance – 90% of revenues to be allocated to members and non-members, and 3) Changes to be applied to FY18 (July 2017 to June 2018). James reported this is subject to further scrutiny by the Utility Directors, and then it will go on to the Commission.

19. **LEC Gas Transportation Update**

Ken Speer gave a summary update on the LEC gas transportation issue. Ken reported that because of the back bone issue, non-back bone CASIO generators weren’t from 65% to 10 or 15%. Ken reported that the NCGC is talking about doing an amendment to the rate structure. They’re putting in an application to modify the existing rate. Paperwork will be filed by June 23rd.

20. **Additional Operational Updates**

None

**Adjournment**

The next regular meeting of the PPC is scheduled for Monday, July 10, 2017.

The meeting was adjourned.

Submitted by: Tracy Kves
Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

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

Outage Summaries:

- No Outages

Planned Outage Summaries:

- 2018 – Planning April/May Outage Time Frames and Scope
### Generating Unit Statistics:

**Report Date:** 6/1/2017

1. **Monthly Production**
   - 34,708 MWH

2. **Productivity Factor**
   - a. Service Hours: 247 Hours
   - b. Service Factor: 34.4%
   - c. Capacity Factor @ 280MW Pmax: 17.2%
   - d. Capacity Factor @ 302MW Pmax: 16.0%

3. **Equivalent Operating Availability (EOA)**
   - 100.0%

4. **Forced Outage Rate (FOR)**
   - a. Total LEC Plant 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 | 6971 | 6,887 | 0.25% | 142 | $10
   - Seg. 3 275-284 | 7081 | 6,952 | -0.67% | 2,347 | $438
   - Seg. 4 250-275 | 130 | 7,019 | -1.83% | 16,315 | $8,439
   - Seg. 5 225-250 | 7200 | 7,108 | -1.28% | 2,953 | $1,089
   - Seg. 6 200-225 | 7450 | 7,334 | -1.55% | 3,800 | $1,760
   - Seg. 7 175-225 | 7760 | 7,674 | -1.11% | 1,948 | $670
   - Seg. 8 165-175 | 7,164 | 7,128 | -1.33% | 32,197 | $14,464

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 | 1 | 0 | 1 | $18
   - Seg. 3 275-284 | 7 | -4 | 11 | $303
   - Seg. 4 250-275 | 33 | -215 | 248 | $6,898
   - Seg. 5 225-250 | 28 | -12 | 39 | $1,103
   - Seg. 6 200-225 | 19 | -14 | 33 | $938
   - Seg. 7 175-225 | 21 | -30 | 50 | $1,476
   - Seg. 8 165-175 | 7 | -3 | 10 | $300
   - **Total** | 115 | -277 | 392 | $11,037

7. **Starting Reliability**

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<th>Warm Starts</th>
<th>Cold Starts</th>
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<tr>
<td>Start Time Actual (Average Minute)</td>
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<tr>
<td>Start Time Deviation (%)</td>
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<td>-13%</td>
<td>-27%</td>
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<tr>
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<td>1,800</td>
<td>3,500</td>
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<tr>
<td>Start Fuel Actual (Average mmBTU)</td>
<td>1,300</td>
<td>1,744</td>
<td>2,875</td>
</tr>
<tr>
<td>Fuel Deviation (%)</td>
<td>0%</td>
<td>-3%</td>
<td>-18%</td>
</tr>
<tr>
<td>Costs of Fuel Deviations ($)</td>
<td>$0</td>
<td>-$226</td>
<td>-$2,500</td>
</tr>
</tbody>
</table>
**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 x 100%
   c. Capacity Factor = Production / 302MW x PH
   d. Capacity Factor = Production / 280MW x PH

3. **Monthly Equivalent Availability Factor (EAF)** = (AH – EPDH – EFDH) / PH x 100%

4. **Forced Outage Rate** = (FOH/(FOH+SH)) x 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 x 100%
   d. Production = The Sum of Production for the given Range
   e. Costs of Heat Rate Deviations = (Average Heat Rate - Expected Heat Rate) x Production x 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) x Cost of Fuel
## April Asset Report

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Most Recent</th>
<th>Budget</th>
<th>Above / (below)</th>
<th>Percent Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td>30</td>
<td>0</td>
<td>364,363</td>
<td>30</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No operation for the month.</td>
</tr>
<tr>
<td><strong>VOM</strong></td>
<td>360,158</td>
<td>142,419</td>
<td>1,424,650</td>
<td>217,739</td>
<td>153%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1st quarter billing LTA</td>
</tr>
<tr>
<td><strong>Fixed</strong></td>
<td>796,108</td>
<td>732,445</td>
<td>924,036</td>
<td>63,663</td>
<td>9%</td>
</tr>
<tr>
<td><strong>Projects</strong></td>
<td>131,914</td>
<td>131,250</td>
<td>233,750</td>
<td>664</td>
<td>1%</td>
</tr>
<tr>
<td><strong>A&amp;G</strong></td>
<td>148,939</td>
<td>200,538</td>
<td>200,538</td>
<td>(51,599)</td>
<td>-26%</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td>2,202,269</td>
<td>2,203,105</td>
<td>2,203,105</td>
<td>(836)</td>
<td>-0.04%</td>
</tr>
<tr>
<td><strong>Net Cost</strong></td>
<td>(3,639,358)</td>
<td>(3,409,757)</td>
<td>(4,621,716)</td>
<td>(229,601)</td>
<td>7%</td>
</tr>
<tr>
<td><strong>Net Annual Cost</strong></td>
<td>(36,615,065)</td>
<td>(31,768,945)</td>
<td>($4,846,120)</td>
<td></td>
<td>Above budget by 15.25%</td>
</tr>
</tbody>
</table>

The report shows the actual, most recent forecast, and budget values for various financial metrics. The percent difference is calculated based on these values. Some notable points:

- **Revenue** shows a #DIV/0! error, indicating no operation for the month.
- **VOM** shows a 153% difference, which is noted as the 1st quarter billing LTA.
- **Projects** shows a 1% difference.
- **A&G** shows a -26% difference.
- **Debt** shows a -0.04% difference.
- **Net Cost** shows a 7% difference.
- **Net Annual Cost** shows an above budget by 15.25%.
<table>
<thead>
<tr>
<th>Budget Percent Used</th>
<th>Comments</th>
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<tr>
<td>20.0%</td>
<td></td>
</tr>
<tr>
<td>15.5%</td>
<td></td>
</tr>
<tr>
<td>15.9%</td>
<td></td>
</tr>
<tr>
<td>17.5%</td>
<td></td>
</tr>
<tr>
<td>15.5%</td>
<td></td>
</tr>
<tr>
<td>17.5%</td>
<td></td>
</tr>
<tr>
<td>35%</td>
<td></td>
</tr>
<tr>
<td>104%</td>
<td></td>
</tr>
<tr>
<td>99.4%</td>
<td></td>
</tr>
<tr>
<td>58.8%</td>
<td></td>
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<td>17.9%</td>
<td></td>
</tr>
<tr>
<td>17.1%</td>
<td></td>
</tr>
<tr>
<td>96.9%</td>
<td></td>
</tr>
<tr>
<td>104.5%</td>
<td></td>
</tr>
<tr>
<td>42.2%</td>
<td></td>
</tr>
<tr>
<td>99.9%</td>
<td></td>
</tr>
<tr>
<td>81.1%</td>
<td></td>
</tr>
<tr>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>92.7%</td>
<td></td>
</tr>
<tr>
<td>62.8%</td>
<td></td>
</tr>
<tr>
<td>15.2%</td>
<td></td>
</tr>
<tr>
<td>15.2%</td>
<td></td>
</tr>
<tr>
<td>90.0%</td>
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<tr>
<td>76.7%</td>
<td></td>
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<td>15.5%</td>
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<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>67.6%</td>
<td></td>
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<tr>
<td>99.1%</td>
<td></td>
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<tr>
<td>88.1%</td>
<td></td>
</tr>
<tr>
<td>90.0%</td>
<td></td>
</tr>
<tr>
<td>12.2%</td>
<td></td>
</tr>
<tr>
<td>15.2%</td>
<td></td>
</tr>
<tr>
<td>76.7%</td>
<td></td>
</tr>
<tr>
<td>35.3%</td>
<td></td>
</tr>
<tr>
<td>99.9%</td>
<td></td>
</tr>
<tr>
<td>15.2%</td>
<td></td>
</tr>
<tr>
<td>23.3%</td>
<td></td>
</tr>
<tr>
<td>23.3%</td>
<td></td>
</tr>
<tr>
<td>16.9%</td>
<td></td>
</tr>
<tr>
<td>2.3%</td>
<td></td>
</tr>
</tbody>
</table>

Above budget by 15.25%
LEC Treasurer's Report

Date: July 10, 2017
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended June 30, 2017

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

Cash - At month end cash totaled $42,192.

Investments - The carrying value of the LEC’s investment portfolio totaled $25,459,403 at month end. The current market value of the portfolio totaled $25,324,260.

The overall portfolio had a combined weighted average interest rate of 1.173% with a bond equivalent yield (yield to maturity) of 1.116%. Investments with a maturity greater than one year totaled $13,908,000. During the month $5.8 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased by 5 basis points (from 0.97% to 1.02%) and rates on one year T-Bills increased by 6 basis points (from 1.16% to 1.22%).

To the best of my knowledge and belief, all securities held by LEC as of June 30, 2017 are in compliance with the Agency’s investment policy. There are adequate cash flow and investment maturities to meet next month’s cash requirements.

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

Respectfully submitted,

MARTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments
# LODI ENERGY CENTER

## TREASURER'S REPORT

**JUNE 30, 2017**

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH &amp; INVESTMENT BALANCE</td>
<td>1</td>
</tr>
<tr>
<td>CASH ACTIVITY SUMMARY</td>
<td>2</td>
</tr>
<tr>
<td>INVESTMENT ACTIVITY SUMMARY</td>
<td>3</td>
</tr>
<tr>
<td>INTEREST RATE/YIELD ANALYSIS</td>
<td>4</td>
</tr>
<tr>
<td>INVESTMENT MATURITIES ANALYSIS</td>
<td>5</td>
</tr>
<tr>
<td>DETAIL REPORT OF INVESTMENTS</td>
<td>APPENDIX</td>
</tr>
<tr>
<td>Fund</td>
<td>Cash</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>MANDATORY FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>Debt Service Account</td>
<td>-</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>-</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>ADDITIONAL PROJECT FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>GHG Cash Account</td>
<td>-</td>
</tr>
<tr>
<td>Transmission Upgrade Escrow¹</td>
<td>42,192</td>
</tr>
<tr>
<td>Participant Deposit Account</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 42,192</td>
</tr>
</tbody>
</table>

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, 2017

<table>
<thead>
<tr>
<th>MANDATORY FUNDS</th>
<th>RECEIPTS</th>
<th>EXPENDITURES</th>
<th>CASH</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OPS/CONSTR</td>
<td>INTEREST (NOTE B)</td>
<td>INVESTMENTS (NOTE A)</td>
</tr>
<tr>
<td>Debt Service Account</td>
<td>$ -</td>
<td>$399</td>
<td>$21,316,540</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>-</td>
<td>590</td>
<td>-</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>1</td>
<td>25,322</td>
<td>3,588,629</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1</td>
<td>26,311</td>
<td>24,905,169</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL PROJECT FUNDS</th>
<th>RECIPTS</th>
<th>EXPENDITURES</th>
<th>CASH</th>
</tr>
</thead>
<tbody>
<tr>
<td>GHG Cash Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transmission Upgrade Escrow</td>
<td>-</td>
<td>7</td>
<td>-</td>
</tr>
<tr>
<td>Participant Deposit Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$1</td>
<td>$26,318</td>
<td>$24,905,169</td>
</tr>
</tbody>
</table>

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

**NOTE B** - Net of accrued interest purchased on investments.

1. Amount held in escrow
<table>
<thead>
<tr>
<th>MANDATORY FUNDS</th>
<th>PURCHASED</th>
<th>SOLD OR MATURED</th>
<th>(NON-CASH) DISC/(PREM) AMORT</th>
<th>(NON-CASH) GAIN/(LOSS) ON SALE</th>
<th>INVESTMENTS TRANSFERS</th>
<th>INCREASE / (DECREASE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Account</td>
<td>2,217,993</td>
<td>(21,316,540)</td>
<td>65</td>
<td>-</td>
<td>-</td>
<td>(19,098,482)</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>590</td>
<td>-</td>
<td>(50)</td>
<td>-</td>
<td>-</td>
<td>540</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>3,613,952</td>
<td>(3,588,629)</td>
<td>(1,516)</td>
<td>-</td>
<td>-</td>
<td>23,807</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>5,832,535</strong></td>
<td><strong>(24,905,169)</strong></td>
<td><strong>(1,501)</strong></td>
<td>-</td>
<td>-</td>
<td><strong>(19,074,135)</strong></td>
</tr>
</tbody>
</table>

| ADDITIONAL PROJECT FUNDS                |              |                |                               |                                |                       |                       |
| GHG Cash Account                        | -            | -              | -                             | -                              | -                     |                       |
| Participant Deposit Acct.               | -            | (1)            | -                             | -                              | -                     | (1)                   |
| **TOTAL**                               | **5,832,535**| **(24,905,170)**| **(1,501)**                   | -                              | -                     | **(19,074,136)**      |

Less Non-Cash Activity
Disc/(Prem) Amortization & Gain/(Loss) on Sale 1,501
Net Change in Investment --Before Non-Cash Activity $ (19,072,635)

NOTE A - Investment amounts shown at book carrying value.
Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
June 30, 2017

<table>
<thead>
<tr>
<th>OVERALL COMBINED</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEBT SERVICE ACCOUNT</td>
</tr>
<tr>
<td>DEBT SERVICE RESERVE</td>
</tr>
<tr>
<td>O &amp; M RESERVE</td>
</tr>
<tr>
<td>GHG CASH ACCOUNT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WEIGHTED AVERAGE INTEREST RATE</th>
<th>BOND EQUIVALENT YIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.173%</td>
<td>1.116%</td>
</tr>
</tbody>
</table>

**KEY INTEREST RATES**

<table>
<thead>
<tr>
<th></th>
<th>CURRENT</th>
<th>PRIOR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FED FDs (Ovnight)</td>
<td>1.16%</td>
<td>0.40%</td>
</tr>
<tr>
<td>T-Bills (90da.)</td>
<td>1.02%</td>
<td>0.27%</td>
</tr>
<tr>
<td>Agency Disc (90da.)</td>
<td>1.01%</td>
<td>0.36%</td>
</tr>
<tr>
<td>T-Bills (1yr.)</td>
<td>1.22%</td>
<td>0.45%</td>
</tr>
<tr>
<td>Agency Disc (1yr.)</td>
<td>1.18%</td>
<td>0.46%</td>
</tr>
<tr>
<td>T-Notes (3yr.)</td>
<td>1.52%</td>
<td>0.71%</td>
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</table>
## Northern California Power Agency
### Total Portfolio
#### Investment Maturities Analysis
##### June 30, 2017

<table>
<thead>
<tr>
<th>Type</th>
<th>0-7 Days</th>
<th>8-90 Days</th>
<th>91-180 Days</th>
<th>181-270 Days</th>
<th>271-365 Days</th>
<th>1-5 Years</th>
<th>6-10 Years</th>
<th>Total</th>
<th>Percent</th>
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</thead>
<tbody>
<tr>
<td>US Government Agencies</td>
<td>$</td>
<td>- $6,170</td>
<td>$2,228</td>
<td>- $</td>
<td>- $</td>
<td>$13,908</td>
<td>- $</td>
<td>$20,306</td>
<td>79.82%</td>
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<tr>
<td>US Bank Trust Money Market</td>
<td>3,506</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,506</td>
<td>-</td>
<td>-</td>
<td>3,506</td>
<td>13.78%</td>
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<tr>
<td>Commercial Paper</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Investment Trusts (LAIF)</td>
<td>1,628</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,628</td>
<td>-</td>
<td>-</td>
<td>1,628</td>
<td>6.40%</td>
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<tr>
<td>U.S. Treasury Market Acct.</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>U.S. Treasury Bill</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Dollars</strong></td>
<td>$5,134</td>
<td>$4,170</td>
<td>$2,228</td>
<td>$0</td>
<td>$0</td>
<td>$13,908</td>
<td>$0</td>
<td>$25,440</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total Percents</strong></td>
<td>20.18%</td>
<td>16.39%</td>
<td>8.76%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>54.67%</td>
<td>0.00%</td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>

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.
## LEC Issue#1 2010A DS Fund

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchased Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>519</td>
<td>0.100</td>
<td>07/01/2013</td>
<td>519</td>
<td>1</td>
<td>0.100</td>
<td>519</td>
<td>698,224</td>
<td>78003</td>
<td>131365PY6</td>
<td>519</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>701,000</td>
<td>0.105</td>
<td>06/30/2017</td>
<td>697,851</td>
<td>12/01/2017</td>
<td>153</td>
<td>1.069</td>
<td>697,705</td>
<td>313385PY6</td>
<td>26436</td>
<td>697,872</td>
</tr>
</tbody>
</table>

**Fund Total and Average:**
- **$ 701,519**
- **1.049**
- **$ 698,370**
- **153**
- **1.069**
- **$ 698,224**
- **$ 698,391**

## LEC Issue #1 2010B DS Fund

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchased Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>985</td>
<td>0.100</td>
<td>07/01/2013</td>
<td>985</td>
<td>1</td>
<td>0.100</td>
<td>985</td>
<td>728,556</td>
<td>78004</td>
<td>131365PY6</td>
<td>985</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>732,000</td>
<td>0.105</td>
<td>06/30/2017</td>
<td>728,712</td>
<td>12/01/2017</td>
<td>153</td>
<td>1.069</td>
<td>728,600</td>
<td>313385PY6</td>
<td>26437</td>
<td>728,733</td>
</tr>
</tbody>
</table>

**Fund Total and Average:**
- **$ 732,985**
- **1.049**
- **$ 729,697**
- **153**
- **1.068**
- **$ 729,545**
- **$ 729,718**

## LEC Issue #2 2010A DS Fund

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchased Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>265</td>
<td>0.100</td>
<td>07/01/2013</td>
<td>265</td>
<td>1</td>
<td>0.100</td>
<td>265</td>
<td>439,923</td>
<td>78011</td>
<td>131365PY6</td>
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<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>442,000</td>
<td>0.105</td>
<td>06/30/2017</td>
<td>440,015</td>
<td>12/01/2017</td>
<td>153</td>
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<td>313385PY6</td>
<td>26438</td>
<td>440,028</td>
</tr>
</tbody>
</table>

**Fund Total and Average:**
- **$ 442,265**
- **1.049**
- **$ 440,280**
- **153**
- **1.069**
- **$ 440,188**
- **$ 440,293**

## LEC Issue #2 2010B DS Fund

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchased Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
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<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>436</td>
<td>0.100</td>
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<td>436</td>
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<td>436</td>
<td>351,341</td>
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<td>Federal Home Loan Ba</td>
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<td>0.105</td>
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<td>351,341</td>
<td>313385PY6</td>
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<td>351,425</td>
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</table>

**Fund Total and Average:**
- **$ 353,436**
- **1.049**
- **$ 351,850**
- **153**
- **1.068**
- **$ 351,777**
- **$ 351,861**

**GRAND TOTALS:**
- **$ 2,230,205**
- **1.049**
- **$ 2,220,197**
- **153**
- **1.068**
- **$ 2,219,734**
- **$ 2,220,203**

---

*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 06/30/2017
<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchased Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>149,797</td>
<td>0.100</td>
<td>07/01/2013</td>
<td>149,797</td>
<td>08/28/2017</td>
<td>1</td>
<td>0.100</td>
<td>149,797</td>
<td>SYS79005</td>
<td>79025</td>
<td>149,797</td>
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<tr>
<td>Federal National Mfg</td>
<td>USB</td>
<td>4,170,000</td>
<td>0.875</td>
<td>05/30/2014</td>
<td>4,171,960</td>
<td>08/25/2021</td>
<td>58</td>
<td>0.977</td>
<td>4,168,624</td>
<td>3135GOMZ3</td>
<td>26136</td>
<td>4,170,066</td>
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<tr>
<td>Federal Farm Credit</td>
<td>USB</td>
<td>4,360,000</td>
<td>1.660</td>
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<td>4,360,000</td>
<td>05/25/2021</td>
<td>1,424</td>
<td>1.659</td>
<td>4,310,034</td>
<td>3133EGPBZ7</td>
<td>26337</td>
<td>4,380,000</td>
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<tr>
<td></td>
<td></td>
<td><strong>Fund Total and Average</strong></td>
<td></td>
<td></td>
<td><strong>$ 8,679,797</strong></td>
<td><strong>8,681,767</strong></td>
<td><strong>743</strong></td>
<td><strong>1.305</strong></td>
<td><strong>$ 8,628,455</strong></td>
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<table>
<thead>
<tr>
<th>LEC Iss#1 2010B BABS Subs Resv</th>
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<tbody>
<tr>
<td>US Bank Trust</td>
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<tr>
<td>Fund Total and Average</td>
</tr>
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</table>

<table>
<thead>
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<th>LEC Issue #2 2010B DSR BABS</th>
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<tr>
<td>US Bank Trust</td>
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<tr>
<td>Fund Total and Average</td>
</tr>
<tr>
<td>GRAND TOTALS:</td>
</tr>
</tbody>
</table>

*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 06/30/2017

Investment #26337  FFCB  Callable anytime
<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchase Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Agency Investm</td>
<td>UBOC</td>
<td>1,556,344</td>
<td>0.776</td>
<td>07/01/2013</td>
<td>1,556,344</td>
<td>1</td>
<td>0.776</td>
<td>1,556,344</td>
<td>SYST0047</td>
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<td>1,556,344</td>
<td></td>
</tr>
<tr>
<td>Union Bank of Califo</td>
<td>UBOC</td>
<td>0</td>
<td>0.002</td>
<td>07/18/2013</td>
<td>0</td>
<td>1</td>
<td>0.002</td>
<td>0</td>
<td>SYST0041</td>
<td>70041</td>
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</tr>
<tr>
<td>Federal National Mtg</td>
<td>UBOC</td>
<td>2,933,000</td>
<td>1.875</td>
<td>08/28/2015</td>
<td>2,998,142</td>
<td>02/19/2019</td>
<td>598</td>
<td>2,955,731</td>
<td>3135G0Z4A</td>
<td>26248</td>
<td>2,903,018</td>
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</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USB</td>
<td>3,615,000</td>
<td>1.540</td>
<td>06/30/2017</td>
<td>3,613,952</td>
<td>06/05/2020</td>
<td>1,070</td>
<td>3,608,204</td>
<td>3130ABQ00</td>
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<td>3,613,953</td>
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</tr>
<tr>
<td>Federal National Mtg</td>
<td>UBOC</td>
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<td>1.300</td>
<td>06/30/2016</td>
<td>3,000,000</td>
<td>06/30/2020</td>
<td>1,095</td>
<td>2,930,460</td>
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<td>26341</td>
<td>3,000,000</td>
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</tbody>
</table>

| Fund Total and Average| $ 11,104,344        | 1.458        | $ 11,168,438  | 802           | 1.287          | $ 11,050,739  | $ 11,133,915     |

**GRAND TOTALS:**

| $ 11,104,344        | 1.458        | $ 11,168,438  | 802           | 1.287          | $ 11,050,739  | $ 11,133,915     |

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Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 06/30/2017.
## LEC GHG Auction Acct

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Trustee / Custodian</th>
<th>Stated Value</th>
<th>Interest Rate</th>
<th>Purchase Date</th>
<th>Purchased Price</th>
<th>Maturity Date</th>
<th>Days to Maturity</th>
<th>Bond* Equiv Yield</th>
<th>Market Value</th>
<th>CUSIP</th>
<th>Investment #</th>
<th>Carrying Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Agency Investm</td>
<td></td>
<td>71,678</td>
<td>0.776</td>
<td>07/01/2013</td>
<td>71,678</td>
<td>1</td>
<td>0.776</td>
<td>71,678</td>
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<td>70046</td>
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<tr>
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<td>$ 71,678</td>
<td>0.776</td>
<td></td>
<td>$ 71,678</td>
<td>1</td>
<td>0.776</td>
<td>$ 71,678</td>
<td></td>
<td></td>
<td></td>
<td>$ 71,678</td>
</tr>
<tr>
<td><strong>GRAND TOTALS:</strong></td>
<td>$</td>
<td>$ 71,678</td>
<td>0.776</td>
<td></td>
<td>$ 71,678</td>
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<td>0.776</td>
<td>$ 71,678</td>
<td></td>
<td></td>
<td></td>
<td>$ 71,678</td>
</tr>
</tbody>
</table>

*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 06/30/2017
Date: July 10, 2017
To: Lodi Energy Center Project Participant Committee
Subject: June 30, 2017 Financial Reports (Unaudited)
### NORTHERN CALIFORNIA POWER AGENCY
### LODI ENERGY CENTER
### STATEMENTS OF NET POSITION
### UNAUDITED

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$71,678</td>
<td>$71,214</td>
</tr>
<tr>
<td>Interest receivable</td>
<td>98</td>
<td>97</td>
</tr>
<tr>
<td>Inventory and supplies - at average cost</td>
<td>2,110,855</td>
<td>1,848,960</td>
</tr>
<tr>
<td>Prepaid insurance</td>
<td>146,834</td>
<td>205,714</td>
</tr>
<tr>
<td>Due from (to) Agency, net</td>
<td>11,084,702</td>
<td>14,708,777</td>
</tr>
<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>13,414,167</td>
<td>16,834,762</td>
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<tr>
<td><strong>RESTRICTED ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>3,545,054</td>
<td>7,949,089</td>
</tr>
<tr>
<td>Investments</td>
<td>21,884,861</td>
<td>16,204,513</td>
</tr>
<tr>
<td>Interest receivable</td>
<td>45,668</td>
<td>43,726</td>
</tr>
<tr>
<td><strong>TOTAL RESTRICTED ASSETS</strong></td>
<td>25,475,583</td>
<td>24,197,328</td>
</tr>
<tr>
<td><strong>ELECTRIC PLANT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric plant in service</td>
<td>423,640,289</td>
<td>423,459,198</td>
</tr>
<tr>
<td>Less: accumulated depreciation</td>
<td>(66,941,379)</td>
<td>(52,334,424)</td>
</tr>
<tr>
<td><strong>TOTAL ELECTRIC PLANT</strong></td>
<td>356,805,934</td>
<td>371,226,805</td>
</tr>
<tr>
<td><strong>OTHER ASSETS</strong></td>
<td></td>
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</tr>
<tr>
<td>Regulatory assets</td>
<td>21,787,504</td>
<td>19,157,829</td>
</tr>
<tr>
<td><strong>TOTAL OTHER ASSETS</strong></td>
<td>21,787,504</td>
<td>19,157,829</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$417,483,188</td>
<td>$431,416,724</td>
</tr>
</tbody>
</table>
# Northern California Power Agency
## Lodi Energy Center
### Statements of Net Position
#### Unaudited

<table>
<thead>
<tr>
<th>June</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities &amp; Net Position</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts and Retentions Payable</td>
<td>$ 1,088,126</td>
<td>$ 1,485,035</td>
</tr>
<tr>
<td>Operating Reserves</td>
<td>12,377,575</td>
<td>10,289,079</td>
</tr>
<tr>
<td>Current Portion of Long-Term Debt</td>
<td>10,355,000</td>
<td>9,950,000</td>
</tr>
<tr>
<td>Accrued Interest Payable</td>
<td>1,337,897</td>
<td>1,371,714</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>25,158,598</td>
<td>23,095,828</td>
</tr>
<tr>
<td><strong>Non-Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating reserves and other deposits</td>
<td>1,715,427</td>
<td>5,755,421</td>
</tr>
<tr>
<td>Long-term debt, net</td>
<td>340,935,826</td>
<td>351,790,305</td>
</tr>
<tr>
<td><strong>Total Non-Current Liabilities</strong></td>
<td>342,651,253</td>
<td>357,545,726</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>367,809,851</td>
<td>380,641,554</td>
</tr>
<tr>
<td><strong>Deferred Inflows of Resources</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regulatory credits</td>
<td>42,184,539</td>
<td>47,807,685</td>
</tr>
<tr>
<td><strong>Net Position</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invested in capital assets, net of related debt</td>
<td>(14,881,927)</td>
<td>(13,512,309)</td>
</tr>
<tr>
<td>Restricted</td>
<td>10,388,713</td>
<td>7,189,418</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>11,982,012</td>
<td>9,290,376</td>
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<tr>
<td><strong>Total Net Position</strong></td>
<td>7,488,798</td>
<td>2,967,485</td>
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<tr>
<td><strong>Total Liabilities and Net Position</strong></td>
<td>$ 417,483,188</td>
<td>$ 431,416,724</td>
</tr>
</tbody>
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### NORTHERN CALIFORNIA POWER AGENCY
#### LODI ENERGY CENTER
#### STATEMENT OF REVENUES, EXPENSES & CHANGES IN NET POSITION
#### UNAUDITED

<table>
<thead>
<tr>
<th>Years Ended June</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
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<tr>
<td><strong>SALES FOR RESALE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participants</td>
<td>$36,282,369</td>
<td>$29,538,465</td>
</tr>
<tr>
<td>Other</td>
<td>15,824,376</td>
<td>38,979,953</td>
</tr>
<tr>
<td><strong>TOTAL SALES FOR RESALE</strong></td>
<td><strong>52,106,745</strong></td>
<td><strong>68,518,418</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OPERATING EXPENSES</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
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<td>30,031,711</td>
</tr>
<tr>
<td>Depreciation</td>
<td>14,606,955</td>
<td>14,600,811</td>
</tr>
<tr>
<td>Purchased power</td>
<td>2,999,871</td>
<td>4,827,040</td>
</tr>
<tr>
<td>Maintenance</td>
<td>4,221,884</td>
<td>7,994,065</td>
</tr>
<tr>
<td>Administrative and general</td>
<td>4,204,996</td>
<td>4,251,699</td>
</tr>
<tr>
<td>Transmission</td>
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</tr>
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<td>Intercompany (sales) purchases</td>
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<td>248,357</td>
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<td><strong>TOTAL OPERATING EXPENSES</strong></td>
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<td><strong>62,868,718</strong></td>
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<table>
<thead>
<tr>
<th><strong>NET OPERATING REVENUES</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9,229,710</td>
<td>5,649,700</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OTHER REVENUES (EXPENSES)</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest expense</td>
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<td>(16,200,699)</td>
</tr>
<tr>
<td>Interest income</td>
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<tr>
<td>Other</td>
<td>8,634,284</td>
<td>4,523,174</td>
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<tr>
<td><strong>TOTAL OTHER REVENUES (EXPENSES)</strong></td>
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<td><strong>(11,265,821)</strong></td>
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<table>
<thead>
<tr>
<th><strong>FUTURE RECOVERABLE AMOUNTS</strong></th>
<th></th>
<th></th>
</tr>
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<tbody>
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<td></td>
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<td>2,767,114</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>REFUNDS TO PARTICIPANTS</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(277,725)</td>
<td>1,284,501</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>INCREASE IN NET POSITION</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4,521,313</td>
<td>(1,564,506)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>NET POSITION</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of year</td>
<td>2,967,485</td>
<td>4,531,991</td>
</tr>
<tr>
<td><strong>End of period</strong></td>
<td><strong>$7,488,798</strong></td>
<td><strong>$2,967,485</strong></td>
</tr>
</tbody>
</table>
### FY 2017 Operating Costs

**As of June 30, 2017**

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Budget</th>
<th>Actual</th>
<th>Remaining</th>
<th>YTD % Remaining</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Routine O&amp;M Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Variable</td>
<td>$5,106,876</td>
<td>$1,941,347</td>
<td>$3,165,529</td>
<td>62%</td>
<td></td>
</tr>
<tr>
<td>Fixed</td>
<td>3,250,596</td>
<td>2,981,437</td>
<td>269,159</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>226,663</td>
<td>197,123</td>
<td>29,540</td>
<td>71%</td>
<td></td>
</tr>
<tr>
<td>Mandatory Costs</td>
<td>291,357</td>
<td>282,123</td>
<td>9,234</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>Inventory Stock</td>
<td>400,000</td>
<td>159,123</td>
<td>240,877</td>
<td>35%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Routine O&amp;M Cost</strong></td>
<td>9,275,492</td>
<td>7,715,270</td>
<td>$3,560,222</td>
<td>38%</td>
<td></td>
</tr>
<tr>
<td><strong>Labor</strong></td>
<td>1,456,297</td>
<td>1,085,197</td>
<td>371,100</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Routine O&amp;M Cost</strong></td>
<td>10,731,789</td>
<td>8,795,467</td>
<td>$2,936,322</td>
<td>27%</td>
<td></td>
</tr>
<tr>
<td><strong>Other Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td>44,100,578</td>
<td>34,936,917</td>
<td>9,163,661</td>
<td>79%</td>
<td></td>
</tr>
<tr>
<td>CA ISO Charges</td>
<td>672,131</td>
<td>287,806</td>
<td>384,325</td>
<td>43%</td>
<td></td>
</tr>
<tr>
<td>CA ISO Purchased Energy</td>
<td>1,702,141</td>
<td>(1,297,730)</td>
<td>2,999,871</td>
<td>0%</td>
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</tr>
<tr>
<td>Debt Service</td>
<td>26,437,261</td>
<td>20,075</td>
<td>6,362,186</td>
<td>21%</td>
<td></td>
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<tr>
<td>Insurance</td>
<td>770,000</td>
<td>69,159</td>
<td>690,841</td>
<td>2%</td>
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<tr>
<td>Other Costs</td>
<td>56,906</td>
<td>7,027</td>
<td>49,879</td>
<td>12%</td>
<td></td>
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<tr>
<td>Administrative &amp; General (Allocated)</td>
<td>2,063,039</td>
<td>159,832</td>
<td>1,903,207</td>
<td>71%</td>
<td></td>
</tr>
<tr>
<td>Power Management Allocated Costs</td>
<td>1,327,566</td>
<td>-</td>
<td>1,327,566</td>
<td>0%</td>
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<tr>
<td><strong>Total O&amp;M Cost</strong></td>
<td>91,513,807</td>
<td>38,316,813</td>
<td>53,196,994</td>
<td>42%</td>
<td></td>
</tr>
<tr>
<td><strong>Projects</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>30,000</td>
<td>26,032</td>
<td>3,968</td>
<td>87%</td>
<td></td>
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<tr>
<td>Capital</td>
<td>1,200,000</td>
<td>1,017,541</td>
<td>182,459</td>
<td>85%</td>
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<tr>
<td>Maintenance Reserve</td>
<td>1,575,000</td>
<td>-</td>
<td>1,575,000</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Projects</strong></td>
<td>2,905,000</td>
<td>1,043,573</td>
<td>1,861,427</td>
<td>37%</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Cost</strong></td>
<td>94,318,807</td>
<td>39,360,386</td>
<td>53,196,994</td>
<td>42%</td>
<td></td>
</tr>
<tr>
<td><strong>Less: Third Party Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>44,489</td>
<td>(145,194)</td>
<td>189,683</td>
<td>0%</td>
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<tr>
<td>ISO Energy Sales</td>
<td>68,846,223</td>
<td>53,651,757</td>
<td>15,194,466</td>
<td>78%</td>
<td></td>
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<tr>
<td>Ancillary Services Sales</td>
<td>1,322,829</td>
<td>672,919</td>
<td>629,910</td>
<td>52%</td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td>3,130</td>
<td>(4,356,089)</td>
<td>4,361,219</td>
<td>0%</td>
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<tr>
<td><strong>Total Costs</strong></td>
<td>90,196,671</td>
<td>49,821,393</td>
<td>(49,375,282)</td>
<td>71%</td>
<td></td>
</tr>
<tr>
<td><strong>Net Annual Cost to Participants</strong></td>
<td>$24,122,136</td>
<td>$10,461,007</td>
<td>34,583,143</td>
<td>0%</td>
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<tr>
<td><strong>Total Variable Costs</strong></td>
<td>51,581,726</td>
<td>37,092,582</td>
<td>14,489,204</td>
<td>71%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Costs</strong></td>
<td>42,737,081</td>
<td>2,267,864</td>
<td>2,063,039</td>
<td>19%</td>
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</tr>
<tr>
<td><strong>Net Cumulative Generation (MWh)</strong></td>
<td>1,655,765</td>
<td>299,107</td>
<td>$1,356,658</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total O&amp;M Cost Per MWh</strong></td>
<td>$55.27</td>
<td>177.85</td>
<td>14.57</td>
<td>37%</td>
<td></td>
</tr>
<tr>
<td><strong>Net Annual Cost Per MWh</strong></td>
<td>$14.57</td>
<td>115.62</td>
<td>115.62</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

**Footnotes:**

**General** - During the month, there were 16 days when the plant was available but did not run for economic reasons. June payroll, A&G allocation and generation services allocation are estimated.

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

**B** - Other Income includes PG&E mandated CPUC refund.
## Annual Budget
### LEC Generation Analysis
#### Planned vs. Actual
##### FY 2017

**Lodi Energy Center**

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 17 Planned</th>
<th>FY 17 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>112,646</td>
<td>76,008</td>
</tr>
<tr>
<td>Aug</td>
<td>270,290</td>
<td>107,661</td>
</tr>
<tr>
<td>Sep</td>
<td>441,563</td>
<td>133,258</td>
</tr>
<tr>
<td>Oct</td>
<td>602,704</td>
<td>153,893</td>
</tr>
<tr>
<td>Nov</td>
<td>740,428</td>
<td>171,381</td>
</tr>
<tr>
<td>Dec</td>
<td>917,016</td>
<td>199,799</td>
</tr>
<tr>
<td>Jan</td>
<td>1,096,904</td>
<td>238,716</td>
</tr>
<tr>
<td>Feb</td>
<td>1,256,401</td>
<td>254,053</td>
</tr>
<tr>
<td>Mar</td>
<td>1,440,266</td>
<td>261,140</td>
</tr>
<tr>
<td>Apr</td>
<td>1,449,738</td>
<td>261,140</td>
</tr>
<tr>
<td>May</td>
<td>1,548,343</td>
<td>264,577</td>
</tr>
<tr>
<td>Jun</td>
<td>1,655,765</td>
<td>299,107</td>
</tr>
</tbody>
</table>
Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 9

Date: July 5, 2017
To: Lodi Energy Center Project Participant Committee
Subject: GHG Reports (excerpted from monthly ARB)
### 2013 NCPSA All Resources Bill LEC GHG Compliance Instrument Detail Report

**for the Lodi Energy Center**

<table>
<thead>
<tr>
<th>IDENTIFIER</th>
<th>DECEMBER</th>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy (MWh)</td>
<td>0</td>
<td>82,787</td>
<td>101,925</td>
<td>128,167</td>
<td>134,284</td>
<td>32,545</td>
<td>80,153</td>
<td>122,492</td>
<td>94,615</td>
<td>92,091</td>
<td>98,739</td>
<td>105,078</td>
<td>138,068</td>
<td>1,210,944</td>
</tr>
<tr>
<td>Gas Schedule (MMBtu)</td>
<td>0</td>
<td>593,484</td>
<td>723,038</td>
<td>894,610</td>
<td>952,529</td>
<td>229,724</td>
<td>579,650</td>
<td>870,331</td>
<td>673,965</td>
<td>650,250</td>
<td>692,396</td>
<td>738,008</td>
<td>965,292</td>
<td>8,563,324</td>
</tr>
<tr>
<td>Emissions Factor (MT/MBtu)</td>
<td>0</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
</tr>
<tr>
<td>HVAC/Water Heater (MT)</td>
<td></td>
<td>86.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly MT Emissions (MT)</td>
<td>0</td>
<td>32,027</td>
<td>39,019</td>
<td>48,280</td>
<td>51,403</td>
<td>12,397</td>
<td>31,281</td>
<td>46,967</td>
<td>37,917</td>
<td>35,091</td>
<td>37,365</td>
<td>39,827</td>
<td>41,028</td>
<td>462,206</td>
</tr>
<tr>
<td>Cumulative MT Obligation (MT)</td>
<td>0</td>
<td>32,027</td>
<td>71,046</td>
<td>119,326</td>
<td>170,730</td>
<td>214,407</td>
<td>261,375</td>
<td>297,745</td>
<td>332,836</td>
<td>370,201</td>
<td>410,028</td>
<td>462,206</td>
<td>462,206</td>
<td>462,206</td>
</tr>
</tbody>
</table>

#### Compliance Instrument Participant Transfers (to LEC)

| | Auction Allowances | Secondary Market Allowances | Reserve Sale Allowances | Offsets | Total Compliance Instrument Participant Transfers (MT) |
| | 92,695 | 0 | 0 | 0 | 92,695 |
| | 5,350 | 0 | 0 | 0 | 5,350 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |

#### NCPA Compliance Instrument Purchases (for LEC)

| | Auction Purchases | Secondary Market Purchases | Reserve Sale Purchases | Offset Purchases | Total NCPA Compliance Instrument Purchases (MT) |
| | 47,000 | 0 | 0 | 0 | 47,000 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |

#### Compliance Instruments Surrendered to CARB (MT)

| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |

#### Total Monthly Activity (MT)

| | 139,695 | 5,350 | 0 | 13,644 | 105,000 | 50,632 | 30,628 | 1,600 | 102,200 | 12,594 | 0 | 0 | 46,290 | 507,633 |

#### Cumulative MT Account Balance (MTA)

| | 139,695 | 145,045 | 158,689 | 263,689 | 314,321 | 344,949 | 346,549 | 448,749 | 461,343 | 461,343 | 507,633 | 507,633 |

#### MTA Shortfall (MT)

<p>| | (139,695) | (113,018) | (73,999) | (39,363) | (92,959) | (131,194) | (130,542) | (85,174) | (151,004) | (128,507) | (91,142) | (51,315) | (45,427) | (45,427) |</p>
<table>
<thead>
<tr>
<th>IDENTIFIER</th>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy (MWh)</td>
<td>136,604</td>
<td>156,089</td>
<td>120,489</td>
<td>55,378</td>
<td>71,210</td>
<td>51,037</td>
<td>118,473</td>
<td>69,006</td>
<td>178,831</td>
<td>197,715</td>
<td>51,636</td>
<td>106,338</td>
<td>1,312,806</td>
</tr>
<tr>
<td>Gas Schedule (MMBtu)</td>
<td>951,700</td>
<td>1,092,730</td>
<td>858,805</td>
<td>391,272</td>
<td>512,068</td>
<td>371,695</td>
<td>836,762</td>
<td>496,327</td>
<td>1,251,547</td>
<td>1,371,546</td>
<td>372,826</td>
<td>759,691</td>
<td>9,266,969</td>
</tr>
<tr>
<td>Emissions Factor (MT/MBtu)</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
</tr>
<tr>
<td>HVAC/Water Heater (MT)</td>
<td>173,000</td>
<td>51,358</td>
<td>58,969</td>
<td>46,345</td>
<td>21,115</td>
<td>27,634</td>
<td>20,059</td>
<td>26,784</td>
<td>67,540</td>
<td>74,015</td>
<td>20,120</td>
<td>41,170</td>
<td>500,265</td>
</tr>
<tr>
<td>Monthly MT Emissions (MT)</td>
<td>513,584</td>
<td>572,533</td>
<td>618,879</td>
<td>639,984</td>
<td>667,628</td>
<td>687,686</td>
<td>732,842</td>
<td>759,626</td>
<td>827,166</td>
<td>901,181</td>
<td>782,385</td>
<td>823,555</td>
<td>823,555</td>
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<tr>
<td>Cumulative MT Obligation (MT)</td>
<td>102,347</td>
<td>50,000</td>
<td>48,066</td>
<td>25,000</td>
<td>1,290</td>
<td>138,448</td>
<td>0</td>
<td>0</td>
<td>13,586</td>
<td>50,520</td>
<td>100,350</td>
<td>350</td>
<td>529,957</td>
</tr>
<tr>
<td>Compliance Instrument Participant Transfers (to LEC)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Auction Allowances</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Secondary Market Allowances</td>
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<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Compliance Instrument Participant Transfers (MT)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NCPA Compliance Instrument Purchases (for LEC)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Auction Purchases</td>
<td>0</td>
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## 2015 NCRA All Resources Bill LEC GHG Compliance Instrument Detail Report

for the Lodi Energy Center

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

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## 2017 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center

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<th>NOVEMBER</th>
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<td>119,019</td>
<td>59,077</td>
<td>0</td>
<td>29,058</td>
<td>12,968</td>
<td>191,853</td>
<td>411,415</td>
<td>333,992</td>
<td>307,962</td>
<td>396,680</td>
<td>2,525,834</td>
<td>5,107,344</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emissions Factor (MT/MMBtu)</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>0.054</td>
<td>MARS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC/Water Heater (MT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly MT Emissions (MT)</td>
<td>16,286</td>
<td>6,207</td>
<td>3,188</td>
<td>0</td>
<td>1,595</td>
<td>697</td>
<td>10,353</td>
<td>22,202</td>
<td>18,024</td>
<td>19,729</td>
<td>16,619</td>
<td>21,407</td>
<td>136,307</td>
<td>1,956,031</td>
<td>derived</td>
</tr>
<tr>
<td>Cumulative MT Obligation (MT)</td>
<td>925,385</td>
<td>931,592</td>
<td>934,780</td>
<td>934,780</td>
<td>936,375</td>
<td>937,072</td>
<td>947,425</td>
<td>969,627</td>
<td>987,857</td>
<td>1,007,380</td>
<td>1,023,999</td>
<td>1,045,406</td>
<td>3,937,437</td>
<td>derived</td>
<td></td>
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</tbody>
</table>

### Compliance Instrument Participant Transfers (to LEC)
- Auction Allowances: 0 0 5,000 0 0 0 0 0 0 0 0 5,000 2,000,966 CITTS
- Secondary Market Allowances: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 CITTS
- Reserve Sale Allowances: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 CITTS
- Offsets: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 CITTS
- Total Compliance Instrument Participant Transfers (MT): 0 0 5,000 0 0 0 0 0 0 0 0 5,000 2,000,966

### Total NCPA Compliance Instrument Purchases (MT)
- Auction Purchases: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 47,000 CITTS
- Secondary Market Purchases: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 CITTS
- Reserve Sale Purchases: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 CITTS
- Offset Purchases: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 CITTS
- Total NCPA Compliance Instrument Purchases (MT): 0 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 0 910,625 CITTS

### Total Monthly Activity (MT)
- 583,341 983,341 978,341 978,341 978,341 978,341 978,341 978,341 978,341 978,341 978,341 47,000 0 910,625 CITTS

### Cumulative MT Account Balance [MTA] (MT)
- 983,341 983,341 978,341 978,341 978,341 978,341 978,341 978,341 978,341 978,341 978,341 47,000 0 910,625 CITTS

| MTA Shortfall (MT) | (57,956) | (51,749) | (43,561) | (43,561) | (41,966) | (41,269) | (30,916) | (8,714) | 9,310 | 29,039 | 45,658 | 67,065 | 67,065 | derived |

### Notes
- All values are in metric tons (MT) unless otherwise specified.
- LEC stands for Lodi Energy Center.
- NCPA stands for Northern California Power Agency.
- CARB stands for California Air Resources Board.
### Allocation Percentages

<table>
<thead>
<tr>
<th>IDENTIFIER</th>
<th>AZUSA</th>
<th>BART</th>
<th>BIGGS</th>
<th>CDWR</th>
<th>GRI</th>
<th>HEA</th>
<th>LOD</th>
<th>LOM</th>
<th>MID</th>
<th>PLU</th>
<th>PWRPA</th>
<th>SNCL</th>
<th>UKI</th>
<th>TOTAL</th>
<th>Charge Code</th>
<th>Source</th>
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</thead>
<tbody>
<tr>
<td>Generation Entitlement Share %</td>
<td>2.7857%</td>
<td>6.6000%</td>
<td>0.2679%</td>
<td>33.5000%</td>
<td>1.6428%</td>
<td>0.5000%</td>
<td>10.7143%</td>
<td>0.7857%</td>
<td>2.6679%</td>
<td>25.7500%</td>
<td>0.7857%</td>
<td>100%</td>
<td>MARS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Obligation Accounts

| Current MTO Compliance Obligation (MTO) Balance (MT) | 24,941 | 113,446 | 2,399 | 304,853 | 17,587 | 14,709 | 84,065 | 18,177 | 95,927 | 7,033 | 23,886 | 230,545 | 18,469 | 956,037 | derived |
| MTA Shortfall (MT) | (5,029) | (11,663) | (1,244) | (28,719) | (7,607) | (5,674) | (32,628) | (13,851) | (18,895) | (749) | (4,723) | (43,670) | (5,021) | (179,576) | MTA SHORTFALL Derived |
| GHG Minimum Cash-Compliance Obligation ($) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | MTA SHORTFALL Derived |
| Current Month CCA Balance ($) | 60,591 | 0 | 143 | 0 | 1,103 | 4,780 | 755 | 0 | 0 | 0 | 0 | 0 | 2,652 | 70,424 | CCA BALANCE Derived |
| Net GHG Obligation ($) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | NET GHG OBLIG Derived |

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*The Current Month CCA Balance ($) consists of the current cash balance plus any outstanding balance of Net GHG Obligation ($) billed but not yet received.*
Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: June 29, 2017
Meeting Date: July 10, 2017
To: Lodi Energy Center Project Participant Committee
Subject: Compliance Services, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA Generation Plant Facilities, Members, Southern California Public Power Authority (“SCPPA”) or SCPPA Members

Proposal
Approve the First Amendment to Multi-Task General Services Agreement with Compliance Services, Inc. for Pipeline Hazardous Materials Safety Administration (PHMSA) services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,500,000 over five years as needed at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority (“SCPPA”) or SCPPA Members.

Background
Pipeline Hazardous Materials Safety Administration (PHMSA) services are required at the NCPA, Member, SCPPA and SCPPA Member locations from time to time. Compliance Services, Inc. is a provider of these services. NCPA entered into a Five Year Multi-Task General Services Agreement with Compliance Services, Inc. effective February 26, 2016 for an amount not to exceed $1,500,000. This amendment will modify Exhibit A to expand the scope of work for additional services. This agreement will be for use at any facility owned and/or operated by the Agency, its Members, SCPPA or SCPPA Members.

Selection Process
This five year contract does not commit NCPA to any expenditure of funds. When services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will seek bids from as many qualified suppliers 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 materials/supplies needed at the time the material is required.

Fiscal Impact
The total cost of the agreement will be not-to-exceed $1,500,000 over the five year term. Allocation of funds will be based on the Commission approved annual budgets. 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.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (2)
- First Amendment to Multi-Task General Services Agreement with Compliance Services, Inc.
- Multi-Task General Services Agreement with Compliance Services, Inc.
FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND COMPLIANCE SERVICES, INC.

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Compliance Services, Inc. ("Contractor") (collectively referred to as “the Parties”) as of ___________________, 2017.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective February 26, 2016, (the "Agreement") for Contractor to provide Pipeline Hazardous Materials Safety Administration (PHMSA) services; and

WHEREAS, the Agency now desires to amend the Summary of Scope of Work set forth in Exhibit A to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Exhibit A – SCOPE OF SERVICES is amended and restated to read in full as set forth in the attached Exhibit A.

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

Date: ________________ Date: ________________

NORTHERN CALIFORNIA POWER AGENCY COMPLIANCE SERVICES, INC.

____________________________   ______________________________
RANDY S. HOWARD, General Manager ANDY BRADFIELD, President
Attest:

__________________________
Assistant Secretary of the Commission

Approved as to Form:

__________________________
Assistant General Counsel
EXHIBIT A
SCOPE OF SERVICES

SUMMARY OF SCOPE OF WORK

Compliance Services, Inc. ("Contractor") shall provide pipeline services as requested by the Northern California Power Agency ("Agency") at an Facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Written Programs & Support
- Web-based Management Systems & Online Training
- Geographic Information Systems (GIS) Mapping and Analysis
- Audits
- Pipeline Field & Management Services
- Jurisdictional Analysis

- Pipeline Hazardous Materials Safety Administration (PHMSA):
  - Ongoing operations and maintenance field activities
  - Ongoing operations and maintenance compliance activities
  - Ongoing demonstration of operator qualification (OQ) compliance
  - Ongoing integrity management program field activities
  - Ongoing integrity management compliance
  - Ongoing integrity management action items

- PHMSA Operations and Maintenance Field Activities:
  - Complete PHMSA gas pipeline operations and maintenance (O&M) tasks field activities as identified in Exhibit A-1 shown below.
    - Contractor shall complete all O&M gas pipeline tasks in a timely manner in accordance with DOT pipeline regulations, company O&M procedures, company pipeline emergency plan procedures, pipeline operator qualification procedures, and all appropriate industry standards.
    - Contractor shall develop pipeline O&M procedures as required by 49 CFR 192.
    - Contractor will be available and take the lead during PHMSA pipeline O&M audits when they occur. And the company must be able to provide all required procedures and records as required by 49 CFR 192.
    - Contractor shall make all required PHMSA documentation available for viewing to NCPA staff using online database/management system.

**Exhibit A-1 through Exhibit A-6 remain unchanged.**
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
COMPLIANCE SERVICES, INC.

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Compliance Services, Inc., a with its office located at 2416 Tiverton Drive, Bakersfield, CA 93311 ("Contractor") (together sometimes referred to as the "Parties") as of 2/26/2016 ("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 Exhibits A and A-1 through A-6 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 FIVE HUNDRED THOUSAND dollars ($1,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable

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

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

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

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

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

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

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

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

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

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

4.3 **Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars ($1,000,000.00) and two million dollars ($2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars ($250,000.00) per claim. Such insurance shall be on "an occurrence" basis.

4.4 **Pollution Insurance.** If Contractor’s Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors’ Pollution Liability Insurance of not less than two million dollars ($2,000,000) for any one occurrence and not less than four million dollars ($4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars ($250,000.00) per claim. Such insurance shall be on "an occurrence" basis.

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

4.5 **All Policies Requirements.**

4.5.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
4.5.3 **Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

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

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

5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of,
Section 6.  

**STATUS OF CONTRACTOR.**

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

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

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

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

6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an
agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

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

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

6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

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

Section 7. **LEGAL REQUIREMENTS.**

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
7.4 Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. **TERMINATION AND MODIFICATION.**

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

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

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

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

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

9.4 **Confidential Information and Disclosure.**

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

9.4.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
9.4.3 **Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

Section 10. **PROJECT SITE.**

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

10.3 Use of Agency Equipment. Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

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

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

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

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

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

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

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

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

12.10 **Work Provided Pursuant to Section 1.4.** 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:

Compliance Services, Inc.
Attention: Andy Bradfield, President
2416 Tiverton Drive
Bakersfield, CA 93311

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPAA 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. If requested by Agency, such Member will sign the "Acknowledgement of Agreement", attached hereto as Exhibit F and incorporated herein, prior to the Contractor performing Work under the Purchase Order.

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

NORTHERN CALIFORNIA POWER AGENCY

Date 2/26/15

RANDY S. HOWARD, General Manager

COMPLIANCE SERVICES, INC.

Date 2/19/2016

ANDY BRADFIELD, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel
EXHIBIT A
SCOPE OF SERVICES, COMPENSATION AND HOURLY FEES

SUMMARY OF SCOPE OF WORK

Compliance Services, Inc. ("Contractor") shall complete the following Pipeline Hazardous Materials Safety Administration (PHMSA) activities as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, is Members, Southern California Public Power Authority (SCPPA) or SCPPA members:

- Ongoing operations and maintenance field activities
- Ongoing operations and maintenance compliance activities
- Ongoing demonstration of operator qualification (OQ) compliance
- Ongoing integrity management program field activities
- Ongoing integrity management compliance
- Ongoing integrity management action items

Operations and Maintenance Field Activities:

1. Complete PHMSA gas pipeline operations and maintenance (O&M) tasks field activities as identified in Exhibit A-1 shown below.

- Contractor shall complete all O&M gas pipeline tasks in a timely manner in accordance with DOT pipeline regulations, company O&M procedures, company pipeline emergency plan procedures, pipeline operator qualification procedures, and all appropriate industry standards.
- Contractor shall develop pipeline O&M procedures as required by 49 CFR 192.
- Contractor will be available and take the lead during PHMSA pipeline O&M audits when they occur. And the company must be able to provide all required procedures and records as required by 49 CFR 192.
- Contractor shall make all required PHMSA documentation available for viewing to NCPA staff using online database/management system.
## EXHIBIT A-1
### O&M Task Field Activities

<table>
<thead>
<tr>
<th>Item #</th>
<th>Pipeline Task Description</th>
<th>Freq.</th>
<th>Regulation 49 CFR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ongoing O&amp;M:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Patrols (class 3)</td>
<td>2x/yr²</td>
<td>192.705</td>
</tr>
<tr>
<td>2.</td>
<td>Critical Crossings Inspection (class 3)</td>
<td>4x/yr³</td>
<td>192.705</td>
</tr>
<tr>
<td>3.</td>
<td>Leak Survey with Instrument (class 3)</td>
<td>2x/yr²</td>
<td>192.706</td>
</tr>
<tr>
<td>4.</td>
<td>Emergency Valve Inspection</td>
<td>1x/yr¹</td>
<td>192.745</td>
</tr>
<tr>
<td>5.</td>
<td>Test Pressure Relief Valve</td>
<td>1x/yr¹</td>
<td>192.739</td>
</tr>
<tr>
<td>6.</td>
<td>Atmospheric Corrosion Inspection</td>
<td>1x/yr⁵</td>
<td>192.481</td>
</tr>
<tr>
<td>7.</td>
<td>Test Gas for Corrosive Properties</td>
<td>1x/yr⁵</td>
<td>192.477</td>
</tr>
<tr>
<td>8.</td>
<td>Pipe to Soil (CP Survey)</td>
<td>1x/yr¹</td>
<td>192.465(b)</td>
</tr>
<tr>
<td>9.</td>
<td>Rectifier Inspection &amp; Readings</td>
<td>6x/yr⁷</td>
<td>192.465(b)</td>
</tr>
<tr>
<td>10.</td>
<td>Class Location Study</td>
<td>1x/yr⁵</td>
<td>192.609</td>
</tr>
<tr>
<td><strong>Event Driven O&amp;M Items:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>One Call Processing, Marking, Onsite Standby if Pipeline Exposed (Hourly rate applies)</td>
<td>AR</td>
<td>192.614</td>
</tr>
<tr>
<td>12.</td>
<td>External Exposed Pipe Report Inspections</td>
<td>AR</td>
<td>192.459</td>
</tr>
<tr>
<td>13.</td>
<td>Internal Exposed Pipe Report</td>
<td>AR</td>
<td>192.475(b)</td>
</tr>
<tr>
<td>14.</td>
<td>Maintain Pipeline Markers</td>
<td>AR</td>
<td>192.707</td>
</tr>
<tr>
<td>15.</td>
<td>Maintain Warning Signs</td>
<td>AR</td>
<td>192.751</td>
</tr>
<tr>
<td>16.</td>
<td>Emergency Valves Protection from Tampering or Vandalism</td>
<td>AR</td>
<td>192.179</td>
</tr>
</tbody>
</table>

1x/yr¹ = Once per calendar year, not to exceed 15 months  
2x/yr² = Twice per calendar year, not to exceed 7 ½ months  
4x/yr³ = Four times per calendar year, not to exceed 4 ½ months  
AR   = As required  
1x/yr⁴ = Due by March 15th for previous calendar year  
1x/yr⁵ = Once per calendar year  
1x/yr⁶ = Once per calendar year, not to exceed 18 months  
6x/yr⁷ = Six times per calendar year, not to exceed 2 ½ months

Remedial measures if needed above and beyond normal O&M activities listed in the table above would be invoiced at cost plus 15%. Examples of remedial measures for O&M activities:

1) Pipe casing work  
2) Work regarding leak  
3) Emergency valve work

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Multi-Task General Services Agreement between  
Northern California Power Agency and Compliance Services, Inc.  
Rev'd 1/8/16  
2591400.1  
GS-VEN-2016-005  
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4) Relief valve work
5) Remedial measure to mitigate corrosive properties in the gas. For example, installing corrosion coupons, injection corrosion inhibitor
6) Remedial measures to mitigate low cathodic protection readings. For example, additional surveys like Close Interval Survey, installing anodes, etc.
7) Rectifier work
8) Pipeline coating work
9) Pipe segments work

Operations and Maintenance Compliance Activities:

2. Contractor shall complete PHMSA gas pipeline operations and maintenance (O&M) tasks compliance activities as identified in Exhibit A-2 shown below.

- These compliance tasks shall be completed in a timely manner in accordance with DOT pipeline regulations, Company O&M procedures, pipeline emergency plan procedures, pipeline operator qualification procedures, and all appropriate industry standards.

EXHIBIT A-2
O&M Task Compliance Activities

<table>
<thead>
<tr>
<th>Item #</th>
<th>Pipeline Task Description [192 Regulation]:</th>
<th>Freq.</th>
<th>Regulation 49 CFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>O&amp;M Procedures Review</td>
<td>1x/yr</td>
<td>192.605(a)</td>
</tr>
<tr>
<td>2</td>
<td>PHMSA Annual Report</td>
<td>1x/yr</td>
<td>191.17</td>
</tr>
<tr>
<td>3</td>
<td>Review Work Performed by Operator</td>
<td>1x/yr</td>
<td>192.605(b)(8)</td>
</tr>
<tr>
<td>4</td>
<td>Relief Valve Capacity Review</td>
<td>1x/yr</td>
<td>192.743</td>
</tr>
<tr>
<td>5</td>
<td>Continuing Surveillance Review</td>
<td>1x/yr</td>
<td>192.613</td>
</tr>
<tr>
<td>6</td>
<td>Government Liaison Meeting</td>
<td>1x/yr</td>
<td>192.614</td>
</tr>
<tr>
<td>7</td>
<td>Maintain List of Excavators</td>
<td>1x/yr</td>
<td>192.614</td>
</tr>
<tr>
<td>8</td>
<td>Member of “One Call” dig alert in California</td>
<td>Ongoing</td>
<td>192.614</td>
</tr>
<tr>
<td>9</td>
<td>Public Awareness Mailers to Residents</td>
<td>1x/2yr</td>
<td>192.616</td>
</tr>
<tr>
<td>10</td>
<td>Public Awareness: Mailers to Excavators</td>
<td>1x/yr</td>
<td>192.616</td>
</tr>
<tr>
<td>11</td>
<td>Public Awareness: Mailers to Em. Responders</td>
<td>1x/yr</td>
<td>192.616</td>
</tr>
<tr>
<td>12</td>
<td>Public Awareness: Mailers to Public Officials</td>
<td>1x/3yr</td>
<td>192.616</td>
</tr>
<tr>
<td>13</td>
<td>PA Surveys Results &amp; Conclusions - Residents</td>
<td>1x/4yr</td>
<td>192.616</td>
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<tr>
<td>14</td>
<td>PA Surveys Results &amp; Conclusions – Excavators</td>
<td>1x/4yr</td>
<td>192.616</td>
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<td>15</td>
<td>PA Surveys Results &amp; Conclusions – Em. Responders</td>
<td>1x/4yr</td>
<td>192.616</td>
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16. PA Surveys Results & Conclusions - Public Officials 1x/4yr 192.616
17. PA Program Self Assessment 1x/yr 192.616

**Drug Plan and Testing Items:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company (Contractor) Drug Plan &amp; Procedures</td>
<td>1x/yr</td>
<td>199</td>
</tr>
<tr>
<td>2. Company (Contractor) Records of Random Drug Testing</td>
<td>1x/yr</td>
<td>199</td>
</tr>
<tr>
<td>3. Sub-Contractor Drug Plan &amp; Procedures</td>
<td>1x/yr</td>
<td>199</td>
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<tr>
<td>4. Sub-Contractor Records of Random Drug Testing</td>
<td>1x/yr</td>
<td>199</td>
</tr>
<tr>
<td>5. Post Accident Drug Testing Records</td>
<td>AR</td>
<td>199</td>
</tr>
</tbody>
</table>

**Emergency Response Items:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pipeline Emergency Procedures Review</td>
<td>1x/yr</td>
<td>192.605(a)</td>
</tr>
<tr>
<td>2. Emergency Drill or Training &amp; Verify Effectiveness</td>
<td>1x/yr</td>
<td>192.615(b)(2)</td>
</tr>
<tr>
<td>3. Verify Qualification of Emergency Contractor</td>
<td>1x/yr</td>
<td>Em. Plan</td>
</tr>
<tr>
<td>4. Documentation of OSHA Hazwoper 8 HR Refresher</td>
<td>1x/yr</td>
<td>Em. Plan</td>
</tr>
<tr>
<td>5. Emergency Activity Review After an Em. Event</td>
<td>AR</td>
<td>192.615(b)(3)</td>
</tr>
</tbody>
</table>

**Event Driven O&M Compliance Items:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Frequency</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Verify MAOP if Class Location Changes</td>
<td>AR</td>
<td>192.611</td>
</tr>
<tr>
<td>2. Telephonic Reports to NRC</td>
<td>AR</td>
<td>191.5</td>
</tr>
<tr>
<td>3. Incident Report</td>
<td>AR</td>
<td>191.15</td>
</tr>
<tr>
<td>4. Safety Related Condition Report</td>
<td>AR</td>
<td>191.23</td>
</tr>
<tr>
<td>5. Abnormal Operations Report</td>
<td>AR</td>
<td>192.605(c)</td>
</tr>
<tr>
<td>6. Failure Investigation Report</td>
<td>AR</td>
<td>192.617</td>
</tr>
<tr>
<td>7. Conversion of Service Report</td>
<td>AR</td>
<td>192.14</td>
</tr>
<tr>
<td>8. Abandonment Report</td>
<td>AR</td>
<td>192.727</td>
</tr>
</tbody>
</table>

**Additional Operations and Maintenance Activities:**

3. Contractor shall complete PHMSA gas pipeline additional operations and maintenance (O&M) activities as identified in Exhibit A-3 shown below.

- These compliance tasks shall be completed in a timely manner in accordance with DOT pipeline regulations, Company O&M procedures, pipeline emergency plan procedures, pipeline operator qualification procedures, and all appropriate industry standards.
EXHIBIT A-3
Additional O&M Task Compliance Activities

<table>
<thead>
<tr>
<th>Item #</th>
<th>Pipeline Task Description [192 Regulation]:</th>
<th>Freq.</th>
<th>Regulation 49 CFR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Additional Event Driven O&amp;M Compliance Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Test Results to Qualify Welding Procedures</td>
<td>AR</td>
<td>192.225</td>
</tr>
<tr>
<td>2.</td>
<td>Welder re-qualification</td>
<td>AR</td>
<td>192.227</td>
</tr>
<tr>
<td>3.</td>
<td>Visual Weld Inspector Training/Experience</td>
<td>AR</td>
<td>192.241(a)</td>
</tr>
<tr>
<td>4.</td>
<td>NDT: Procedures</td>
<td>AR</td>
<td>192.243(c)</td>
</tr>
<tr>
<td>5.</td>
<td>NDT: Total Number of Girth Welds</td>
<td>AR</td>
<td>192.243(f)</td>
</tr>
<tr>
<td>6.</td>
<td>NDT: Number of Welds Inspected by NDT</td>
<td>AR</td>
<td>192.243(f)</td>
</tr>
<tr>
<td>7.</td>
<td>NDT: Number of Welds Rejected</td>
<td>AR</td>
<td>192.243(f)</td>
</tr>
<tr>
<td>8.</td>
<td>NDT: Disposition of Each Rejected Weld</td>
<td>AR</td>
<td>192.243(f)</td>
</tr>
<tr>
<td>9.</td>
<td>Underground Clearance Distance</td>
<td>AR</td>
<td>192.325</td>
</tr>
<tr>
<td>10.</td>
<td>Pressure Testing</td>
<td>AR</td>
<td>192.517</td>
</tr>
<tr>
<td>11.</td>
<td>Uprating</td>
<td>AR</td>
<td>192.553(b)</td>
</tr>
<tr>
<td>12.</td>
<td>Prevention of Accidental Ignition</td>
<td>AR</td>
<td>192.751</td>
</tr>
<tr>
<td>13.</td>
<td>Welding Procedures</td>
<td>AR</td>
<td>192.225(b)</td>
</tr>
<tr>
<td>14.</td>
<td>Welding Qualification</td>
<td>AR</td>
<td>192.227, 229</td>
</tr>
<tr>
<td>15.</td>
<td>Pipeline Work</td>
<td>AR</td>
<td>192.709</td>
</tr>
<tr>
<td>16.</td>
<td>New System Design Evaluation to Minimize Internal Corrosion</td>
<td>AR</td>
<td>192.476(c)</td>
</tr>
</tbody>
</table>

Operator Qualification Compliance Activities:

4. Contractor shall complete PHMSA gas pipeline operator qualification (OQ) tasks compliance activities as identified in Exhibit A-4 shown below.

- These OQ activities shall be completed in a timely manner in accordance with DOT pipeline regulations, Company O&M procedures, pipeline operator qualification procedures, and all appropriate industry standards.
- Contractor shall develop pipeline OQ procedures as required by 49 CFR 192.
- Contractor will be available and take the lead during PHMSA pipeline OQ audits when they occur. And the company must be able to provide all required procedures and records as required by 49 CFR 192.801-809 and PHMSA OQ inspection protocols.
- Contractor shall make all required PHMSA OQ documentation available for viewing to NCPA staff using online call up system.
EXHIBIT A-4
OQ Compliance Activities

<table>
<thead>
<tr>
<th>Item #</th>
<th>Pipeline Task Description</th>
<th>Freq.</th>
<th>Regulation 49 CFR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ongoing OQ Compliance Items:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Provide OQ Records via Online System Available to NCPA Using Password Protection</td>
<td>Ongoing</td>
<td>192.801-809 PHMSA protocols</td>
</tr>
<tr>
<td>2.</td>
<td>Provide Sub-Contractor Records via Online System Available to NCPA Using Password Protection</td>
<td>1x/3yr</td>
<td>192.801-809 PHMSA protocols</td>
</tr>
<tr>
<td>3.</td>
<td>Review and Update OQ Plan</td>
<td>1x/yr¹</td>
<td>192.801-809 PHMSA protocols</td>
</tr>
<tr>
<td>5.</td>
<td>Train Company Employees as Needed to Maintain Qualifications</td>
<td>1x3yr</td>
<td>192.801-809 PHMSA protocols</td>
</tr>
<tr>
<td>6.</td>
<td>Operate Pipeline on Daily Basis Only Using Qualified Personnel</td>
<td>Ongoing</td>
<td>192.801-809 PHMSA protocols</td>
</tr>
</tbody>
</table>

**Integrity Management Field and Compliance Activities:**

5. Contractor shall complete PHMSA gas pipeline integrity management (IMP) tasks compliance activities as identified in Exhibit A-5 shown below.

- These IMP activities shall be completed in a timely manner in accordance with DOT pipeline regulations, company IMP procedures, company O&M procedures, pipeline operator qualification procedures, and all appropriate industry standards.
- As minimum, annual reviews using agenda format shall be conducted for each IMP element shown in Exhibit A-1 to satisfy all the requirements in Exhibit B (PHMSA IMP protocols).
- Contractor shall develop pipeline IMP procedures as required by 49 CFR 192.
- Contractor will be available and take the lead during PHMSA pipeline IMP audits when they occur. And the company must be able to provide all required IMP procedures and IMP records as required by 49 CFR 192. See EXHIBIT B, PHMSA Gas IMP Inspection Protocols for a list of required IMP procedures and documentation.
- Contractor shall make all required PHMSA documentation available for viewing to NCPA staff using online call up system.
**EXHIBIT A-5**  
Summary of IMP Compliance Activities

<table>
<thead>
<tr>
<th>Item #</th>
<th>Pipeline Task Description</th>
<th>Freq.</th>
<th>Regulation 49 CFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Element #1: ID of HCAs</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Element #2: ID of Threats, Data Integration, and Risk Analysis</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Element #3: Baseline Assessment</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Element #4: Direct Assessment</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Element #5: Remediation Work</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Element #6: Continual Evaluation and Assessment</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Element #7: Confirmatory Direct Assessment</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Element #8: Preventive and Mitigative Measures</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Element #10: Record Keeping</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Element #11: Management of Change</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Element #12: Quality Assurance</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Element #13: Communication Plan</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Element #14: Agency Notification</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Element #15: Environment and Safety</td>
<td>1x/yr⁶</td>
<td></td>
</tr>
</tbody>
</table>

6. Contractor shall complete PHMSA Gas Integrity Management Program (IMP) required integrity assessments as currently scheduled for May 2020. Frequency of re-assessments shall not exceed 1x/7 years. Note, pipeline is not piggable at this time. Please provide an integrity assessment price below:

1) Eight hour pressure test using nitrogen  
2) External corrosion direct assessment (ECDA)  
3) Other technology as approved by PHMSA
### EXHIBIT A-6

**Integrity Management Program Action Items**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Target Date</th>
<th>Estimated Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide data integration maps to satisfy IMP element #2 requirements. Maps must use GPS coordinates and meet ArcGIS industry standard.</td>
<td>Oct 2016</td>
<td>$5,000</td>
</tr>
<tr>
<td>2</td>
<td>Conduct pressure test as required by IMP element #6.</td>
<td>May 2020</td>
<td>Cost plus 15% ($80,000 Estimate Only)</td>
</tr>
<tr>
<td>3</td>
<td>Supervise and coordinate relocation of NCPA pipeline when required by city of Alameda for ongoing development project. Provide time and material rate.</td>
<td>tbd</td>
<td>Cost plus 15% ($800,000 Estimate Only)</td>
</tr>
</tbody>
</table>

Total Cost Exhibit A-6 $885,000 (estimate)
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:

Bid Costs Breakdown:

1. Completion of all items described above in under the following headings:
   - Operations and Maintenance Field Activities: (Exhibit A-1)
   - Operations and Maintenance Compliance Activities: (Exhibit A-2)
   - Additional Operations and Maintenance Compliance Activities (Exhibit A-3)
   - Operator Qualification Compliance Activities: (Exhibit A-4)
   - Integrity Management Field and Compliance Activities: (Exhibit A-5)
   - PHMSA IMP Inspection Protocols per Pipeline and Hazardous Materials Safety Administration Office of Pipeline Safety, Gas Integrity Management Inspection Manual, Inspection Protocol with Results Forms, August 2013 (Exhibit A-6)

Cost:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$79,200 ($6,600/month)</td>
</tr>
<tr>
<td>2nd</td>
<td>$80,400 ($6,700/month)</td>
</tr>
<tr>
<td>3rd</td>
<td>$81,600 ($6,800/month)</td>
</tr>
<tr>
<td>4th</td>
<td>$82,800 ($6,900/month)</td>
</tr>
<tr>
<td>5th</td>
<td>$84,000 ($7,000/month)</td>
</tr>
</tbody>
</table>

Assumptions:
- The prices in this proposal are for a five-year period. NCPA will be invoiced once per month.
- Contractor may use subcontractors to complete some of the pipeline tasks. A list of subcontractors will be provided.

2. Time and material as needed for USA One Call excavation marking and onsite monitoring. Cost - $80/hour

3. Miscellaneous expenses, travel, and consulting beyond the scope of proposal.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Time</td>
<td>$50/hour</td>
</tr>
<tr>
<td>Mileage</td>
<td>IRS mileage rate ($0.54/mile in 2016)</td>
</tr>
<tr>
<td>Food</td>
<td>$50/day</td>
</tr>
<tr>
<td>Lodging</td>
<td>At cost or IRS per diem rate ($140/night for Alameda, Ca.)</td>
</tr>
<tr>
<td>Consulting Rate</td>
<td>$125/hour</td>
</tr>
</tbody>
</table>
4. Cost to complete Gas Integrity Management Program (IMP) Action Items as identified in Exhibit A-6 below. Cost shown in table A-6 below.

Remedial measures and mitigation activities required by integrity assessments and risk analysis will be invoice at cost plus 15% but must be approved in writing and purchase order issued by NCPA before work begins.

Examples of remedial measures for IMP activities to be invoiced at cost plus 15%:
1) Pipe casing work
2) Work due to integrity assessment
3) Excavation, coating work, pipeline work due to integrity assessments
4) Work on pipeline due to a leak during pressure test

<table>
<thead>
<tr>
<th>#</th>
<th>Description:</th>
<th>Target Date</th>
<th>Estimated Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide data integration maps to satisfy IMP element #2 requirements. Maps must use GPS coordinates and meet ArcGIS industry standard.</td>
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</tr>
<tr>
<td>3</td>
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<td>?</td>
<td>Cost plus 15% ($800,000 Estimate Only)</td>
</tr>
</tbody>
</table>

Total Cost Table A-6 $885,000 (estimate)

Pricing for any additional services to be performed at NCPA, 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, Andy Bradford

(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

COMPLIANCE SERVICES, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

Andy Bradford

(Signature of officer or agent)

Dated this 19th day of February, 2016.

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.
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.
ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND
MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: ___________________________ Name of Employer ___________________________

(Authorized Officer & Title) __________________________________

(Address) _____________________________________________
EXHIBIT F

Acknowledgement of Agreement

This Acknowledgement confirms the intent of _____________, a _____________ ("Member") to participate in and utilize the Multi-Task Agreement to which this Exhibit is attached, including all other Exhibits attached hereto, between the Northern California Power Agency ("Agency") and _____________ ("Contractor") effective ______________, 20__ ("Agreement"). Member has reviewed the terms and conditions of the Agreement in detail and agrees to abide by them. It is understood and agreed that payments for Services by Contractor provided to Member shall be paid by Agency and funded by Member to Agency pursuant to a Support Services Program Agreement between Agency and Member. All invoices for Services for Member shall be addressed to Agency.

Further, Member agrees and acknowledges that the terms, conditions, and applicable Exhibits set forth in the Agreement will apply between Member and Contractor.

MEMBER

By: ____________________________

Printed: __________________________

Title: ____________________________

Date: ____________________________

CONTRACTOR

By: ____________________________

Printed: __________________________

Title: ____________________________

Date: ____________________________
Lodi Energy Center Project Participant Committee

Staff Report

Date: June 29, 2017
Meeting Date: July 10, 2017

To: Lodi Energy Center Project Participant Committee

Subject: TCB Industrial, Inc. – Five Year Multi-Task General Services Agreement for service, inspection, consultation on turbines, generators, auxiliary equipment, and hydraulic systems; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal
Approve the Multi-Task General Services Agreement with TCB Industrial, Inc. for service, inspection and consultation support on turbines, generators, auxiliary equipment, and hydraulic systems, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five (5) years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background
TCB Industrial, Inc. provides service, inspection and consultation on turbines, generators, auxiliary equipment, large diameter valves, pumps, hydraulic systems, runner cavitation, bearing adjustments, fish screens and other miscellaneous structures and systems which are required for 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 five year contract does not commit NCPA to any expenditure of funds. When these services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place enabling agreements with Andritz Hydro, Ethos Energy, Sulzer Turbo Services, and ProEnergy Services for similar services. NCPA will seek bids from qualified providers where possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not to exceed $1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
Environmental Analysis
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
- Multi-Task General Services Agreement with TCB Industrial, Inc.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TCB INDUSTRIAL, INC.

This agreement for general services (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and TCB Industrial, Inc., a corporation with its office located at 2955 Farrar Ave, Modesto, CA 95355 (“Contractor”) (together sometimes referred to as the “Parties”) as of ____________, 2017 (“Effective Date”) in Roseville, California.

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

1.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 Standard of Performance. Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

1.4 Work Provided. Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority (“SCPPA”) or SCPPA members.

1.5 Request for Work to be Performed. At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform
the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount NOT TO EXCEED one million dollars ($1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

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

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

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

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

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

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

4.2.2 **Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of $1,000,000 per each accident, with a self-insured retention or deductible of no more than $100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
4.2.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 **Professional Liability Insurance.** Intentionally Omitted.

4.4 **Pollution Insurance.** Intentionally Omitted

4.5 **All Policies Requirements.**

4.5.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

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

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES.

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

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

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

6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

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

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 Licenses and Permits. Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of
California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor’s Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor’s sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

10.3 Use of Agency Equipment. Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.
11.1 **Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively “Member” solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13 MISCELLANEOUS PROVISIONS.

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

13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Bruce C. Elliott  
Owner \ CFO  
TCB Industrial, Inc.  
2955 Farrar Ave  
Modesto, CA 95355

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency
13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

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

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

13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date____________________________

RANDY S. HOWARD, General Manager

TCB INDUSTRIAL, INC.

Date____________________________

BRUCE C. ELLIOTT, Owner\CFO
Attest:

_______________________________
Assistant Secretary of the Commission

Approved as to Form:

_______________________________
General Counsel
EXHIBIT A

SCOPE OF WORK

TCB Industrial, Inc. (“Contractor”) shall provide mechanical, millwright, and civil maintenance services as requested by the Northern California Power Agency (“Agency”) at any facilities owned and/or operated by Agency, its Members, or Southern California Public Power Authority (“SCPPA”). These may include services, without limitation, for:

- Turbines
- Generators
- Auxiliary Equipment
- Large Diameter Valves
- Pumps
- Hydraulic Systems
- Runner Cavitation Repairs
- Bearing Adjustments
- Turbine Inspection & Consultation Services
- Fish Screens
- Miscellaneous Structures and Systems
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:

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<thead>
<tr>
<th>Union Appointments</th>
<th>Agreements</th>
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<tbody>
<tr>
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<td>Cement Masons</td>
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*Material, Subcontractors, Third Party Rentals; Cost Plus 15% Mark-Up
*Other rates (craft/equipment) are available as required
*All manpower and equipment are subject to availability at time required
*All overtime is at one and a half, Sundays/Holidays are billed at double time
*Costed labor rates include hourly pay and fringe benefits as dictated by current union agreements
*Our rates are based upon standing national maintenance agreements with local union located in your area
*These rates are subject to re-negotiation and revision on or about June & December of each year
*Substitute may be applicable and subject to actual job location and craft
*If applicable, per diem, meals and incidentals shall be billed per man at current GSA rates.
*Deliveries and shop labor shall be billed by the hour.
*Tools, shop, hauling and offloading, and detooling shall be billed per hour
*TCB Industrial, Inc. is an equal opportunity employer
Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

The rates set forth above are valid from June 2017 and may be subject to a semiannual increase based upon the applicable signatory union increase. The proposed increase shall be submitted to NCPA at least 30 days before its effective date and subject to NCPA’s written approval.

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, Bruce C. Elliott, CFO
______________________________________________________________
(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

TCB Industrial, Inc.
______________________________________________________________
(Company name)

for contract work at

LODI ENERGY CENTER, 12745 N. Thornton Road, Lodi, CA  95242
(Project name and location)

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

______________________________________________________________
(Signature of officer or agent)

Dated this __________________ day of __________________, 20 _______.

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

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Bruce C. Elliott, CFO

___________________________________________________,

(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,

TCB Industrial, Inc.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

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

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement (“Agreement” solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: ____________________ Name of Employer ______________________________

______________________________
(Authorized Officer & Title)

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(Address)
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Proposed 7-5-2017