LEC PPC Agenda

Date: August 9th, 2018
Subject: August 13, 2018 Lodi Energy Center Project Participant Committee Meeting
Location: 12745 N. Thornton Road, Lodi, CA and/or Posted Teleconference Locations
Time: 10:00 am

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

<table>
<thead>
<tr>
<th>NCPA 651 Commerce Drive Roseville, CA 95678</th>
<th>NCPA 12745 N. Thornton Road Lodi, CA 95241</th>
<th>CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA 95448</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16th Floor Oakland, CA 94612</td>
<td>CITY OF GRIDLEY 685 Kentucky Street Gridley, CA 95948</td>
<td>CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA 93438</td>
</tr>
<tr>
<td>CITY OF BIGGS 465 “C” Street Biggs, CA 95917</td>
<td>PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA 96122</td>
<td>POWER &amp; WATER RESOURCES POOLING AUTHORITY 106 Polo Rd Glenwood Springs, CO 81601</td>
</tr>
<tr>
<td>CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Sacramento, CA 95825</td>
<td>SILICON VALLEY POWER/CITY OF SANTA CLARA 1500 Warburton Avenue, Santa Clara, CA 95050</td>
<td>CITY OF UKIAH 300 Seminary Avenue Ukiah, CA 95482</td>
</tr>
<tr>
<td>CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA 91702</td>
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Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.
The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon written request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or www.ncpa.com

1. 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 July 9, 2018 Regular Meeting Minutes

MONTHLY REPORTS


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 July 2018 – Accept by all Participants

8. Financial Report for July 2018 – Approve by all Participants

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

10. Titan Crane & Rigging MTGSA – Staff is seeking approval of a five-year Multi-Task General Services Agreement with Titan Crane & Rigging for trucking and crane services, with a not to

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BUSINESS ACTION ITEMS

20. NCPA Wildfire Mitigation Plan – Staff is seeking approval of a CPUC-required Wildfire Mitigation Plan, to be applied at all facilities owned and/or operated by NCPA.

CLOSED SESSION

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


INFORMATIONAL/ DISCUSSION ITEMS

22. LEC CT Main Transformer Update – Staff will provide an informational update on the status of the LEC CT main transformer.

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

ADJOURNMENT

Next Regular Meeting: September 10, 2018

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

Date: July 9, 2018

Time: 10:00 AM

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

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:02 AM by Jiayo Chiang, who was filling in for Martin Caballero as Chairman of the meeting while Martin was on vacation. 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 - Lehr</td>
<td>Absent</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>Present</td>
<td>0.2679%</td>
</tr>
<tr>
<td>CDWR - Alqaser</td>
<td>Present</td>
<td>33.5000%</td>
</tr>
<tr>
<td>Gridley - Borges</td>
<td>Absent</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 - Braden</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>Absent</td>
<td>25.7500%</td>
</tr>
<tr>
<td>Ukiah - Grandi</td>
<td>Absent</td>
<td>1.7857%</td>
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Summary

<table>
<thead>
<tr>
<th>Attendance</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Present</td>
<td>5</td>
</tr>
<tr>
<td>Absent</td>
<td>8</td>
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</tbody>
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Quorum by #: No
Quorum by GES: Yes

Meeting Date: July 9, 2018
Public Forum

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

2. Meeting Minutes

The draft minutes from the June 11, 2018 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 7/9/2018
Motion: The PPC approves the minutes from the June 11, 2018 Regular Meeting as presented or including any edits discussed at today's meeting.

Moved by: Modesto
Seconded by: Biggs

Discussion: No further discussion.

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<td>Absent</td>
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<td>1.7857%</td>
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Vote Summary on Motion

Vote Summary

| Total Ayes | 5   | 56.6501% |
| Total Noes | 0   | 0.0000%  |
| Total Abstain | 0  | 0.0000%  |
| Total Absent | 8  | 43.3499% |

Result: Motion Passed
MONTHLY REPORTS

3. **Operational Reports for June 2018**

Jeremy Lawson presented the Operational Report for June 2018. There were no OSHA recordable accidents, and no NERC/WECC or permit violations. There was one forced outage which occurred on 6/20. The outage was caused when PG&E hit a gas line during construction. The outage was restored by the next day. There are no changes to the 2018 outage schedule.

The operational report reflected monthly production of 35,347 MWH, 165 service hours, and equivalent operating availability of 100%. The report set for the Capacity Factor @ 280MW Pmax of 17.5% and 302MW Pmax of 16.3%. There were 0 hot starts, 14 warm starts, and 3 cold starts during the month.

4. **Market Data Report for June 2018**

Mike Whitney presented the operating and financial settlement results for the month. LEC was committed to CAISO 18 out of 30 available days. Mike reminded the Committee that June was the last month of the RAAM advisory period, and that incentive payments and penalties are now active. Ken Speer asked why Flexible Performance was not at 100% for the month. Mike explained that this was a result of the outage which occurred when PG&E damaged a pipeline. The outage was tagged as Ambient Temp D-Rate. Ken Goeke said he would investigate further into how the outage was classified. Most startups were for shorter runs in the month of June.

5. **Monthly Asset Report**

Mike DeBortoli presented the monthly asset report for May 2018. Mike reported that revenues were down versus forecast, and that the plant did not run often, which resulted in a net reduction in revenues; this was in part due to milder temperatures in the month of May. Mike reviewed the monthly historical comparisons as well as the 12-month history.

6. **Bidding Strategies Report**

Ken Goeke presented the Bidding Strategies Report for June 2018. Ken reviewed bidding and calculating net start-up costs. Ken reviewed DA and RT net revenues over the month with the Committee. Ken also reviewed the July revenues to date; it appears July is starting out stronger, with most revenues being earned in DA.

**Consent Calendar (Items 7 – 14)**

The consent calendar was considered. Mr. Chiang asked if any Participant wished to have any item removed for separate discussion. Mike DeBortoli requested that Item 10 (Eaton Corporation MTGSA) be removed from the Consent calendar and presented in the August LEC PPC meeting, as there were some mistakes in the agreement which needed to be correct prior to presenting it to the Committee. Mr. Chiang 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:** 7/9/2018

**Motion:** The PPC approves the Consent Calendar items consisting of agenda items no. 7. Treasurer’s Report for June 2018; 8. Financial Reports for June 2018; 9. GHG Reports excerpted from monthly ARB; 10. Eaton Corporation MTGSA
not to exceed $500,000 for electrical services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 11. Industrial Air Flow Dynamics, Inc. MTGSA not to exceed $4,000,000 for expansion joints, penetration seals, and HRSG related maintenance services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 12. Dynamic Ratings, Inc. MTPSA not to exceed $500,000 for instrument and predictive maintenance services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, or SCPPA Members; 13. Tetra Engineering Group, Inc. MTGSA not to exceed $1,000,000 for inspections related to HRSG, power piping, and engineering consulting services, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members; 14. WAPA Maintenance Agreement Extension not to exceed $1,000,000 for transmission line, transformer, and substation circuit breaker maintenance, for use at all facilities owned and/or operated by NCPA.

Moved by: CDWR
Seconded by: Modesto

Discussion: Eaton pulled, will be presented next month.

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**Vote Summary**

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<tbody>
<tr>
<td>Total Ayes</td>
<td>6</td>
<td>82.4001%</td>
</tr>
<tr>
<td>Total Noes</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Abstain</td>
<td>0</td>
<td>0.0000%</td>
</tr>
<tr>
<td>Total Absent</td>
<td>7</td>
<td>17.5999%</td>
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</table>

Result: Motion passed.
BUSINESS ACTION ITEMS

NONE

CLOSED SESSION

15.   Adjourned to Closed Session

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

At 10:40 AM, the Committee returned to Open Session. General Counsel Jane Luckhardt advised that no reportable action was taken during the Closed Session.

INFORMATIONAL ITEMS

16.   2019 NCPA Outage Schedule

Staff presented the proposed 2019 Outage Schedule to the Committee to review and discuss. LEC is targeting April for their outage again. The 2019 outage will include the generator control system upgrade; the plant will be down for the duration of this work (likely all of April). Staff explained that April is a good month from an energy price perspective. One of the challenges with an April outage is that will overlap with a proposed major outage at NCPA’s Geothermal plant.

The outage schedule was presented as informational-only. Staff plans to bring the outage back to the LEC PPC for approval in the August meeting.

17.   Additional Operational Updates

Mike DeBortoli updated the Committee on the damaged transformer. NCPA had a call with GE to discuss the initial findings from their investigation. GE is still working on a full report, which they should have submitted to NCPA by the end of the month. Based on their initial investigation, the transformer will likely need to be replaced; because this transformer is not a common size, it is unlikely that a used or refurbished transformer will be available. NCPA staff are currently putting together a bid package for the replacement. Staff hopes to know more, including cost and time frame for replacement, by the August LEC PPC meeting.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, August 13, 2018 at 10:00 AM.

The meeting was adjourned at 10:49 AM.

Submitted by: Michelle Schellentrager
Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 3

Date: 8/13/2018
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

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

Outage Summaries:

- No outages.

Planned Outage Summaries:

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

**Date:** 7/1/2018

1. **Monthly Production:** 172,943 MWH

2. **Productivity Factor**
   - **Service Hours:** 663 Hours
   - **Service Factor:** 89.0%
   - **Capacity Factor @ 280MW Pmax:** 83.0%
   - **Capacity Factor @ 302MW Pmax:** 77.0%

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

4. **Forced Outage Rate (FOR):**
   - **Total LEC Plant FOR:** 0.0%

5. **Heat Rate Deviation**
   - **Fuel Cost (Not Current Market Price):** 4.00 $/mmBTU
     - **PMOA HR BTU/kW-Hr:**
     - **Average HR BTU/kW-Hr:**
     - **Deviation %:**
     - **Production MWH:**
     - **Cost $$**
     - **Seg. 1**
       - **296 +**
       - **6850**
       - **0**
       - **0.00%**
       - **142**
       - **$0**
     - **Seg. 2**
       - **284 - 296**
       - **6870**
       - **0**
       - **0.00%**
       - **16,315**
       - **$3,910**
     - **Seg. 3**
       - **275 - 284**
       - **6971**
       - **6,944**
       - **-0.39%**
       - **2,347**
       - **$2,088**
     - **Seg. 4**
       - **250 - 275**
       - **7081**
       - **6,956**
       - **-1.76%**
       - **4,693**
       - **$2,088**
     - **Seg. 5**
       - **225 - 250**
       - **7130**
       - **7,019**
       - **-1.56%**
       - **4,693**
       - **$2,088**
     - **Seg. 6**
       - **200 - 225**
       - **7200**
       - **7,066**
       - **-1.86%**
       - **2,953**
       - **$1,578**
     - **Seg. 7**
       - **175 - 225**
       - **7450**
       - **7,352**
       - **-1.31%**
       - **3,800**
       - **$1,487**
     - **Seg. 8**
       - **165 - 175**
       - **7760**
       - **7,634**
       - **-1.62%**
       - **1,948**
       - **$978**
   - **Total Dev:** **32,197**, **-18,422**

6. **AGC Control Deviation**
   - **MW Range:**
     - **High Dev MWH**
     - **Low Dev MWH**
     - **Total Dev MWH**
     - **Cost $$**
     - **Seg. 1**
       - **296 +**
       - **0**
       - **0**
       - **$0**
     - **Seg. 2**
       - **284 - 296**
       - **0**
       - **0**
       - **$0**
     - **Seg. 3**
       - **275 - 284**
       - **210**
       - **-24**
       - **234**
       - **$6,500**
     - **Seg. 4**
       - **250 - 275**
       - **297**
       - **-238**
       - **535**
       - **$14,888**
     - **Seg. 5**
       - **225 - 250**
       - **62**
       - **-30**
       - **92**
       - **$2,573**
     - **Seg. 6**
       - **200 - 225**
       - **33**
       - **-29**
       - **62**
       - **$1,749**
     - **Seg. 7**
       - **175 - 225**
       - **17**
       - **-42**
       - **59**
       - **$1,742**
     - **Seg. 8**
       - **165 - 175**
       - **5**
       - **-2**
       - **7**
       - **$225**
   - **Total Dev:** **623**, **-366**, **989**, **$27,677**

7. **Starting Reliability**
   - **Start Type:**
     - **Hot Starts**
     - **Warm Starts**
     - **Cold Starts**
     - **Number of Starts:**
       - **0**
       - **110**
       - **200**
     - **Start Time Benchmark (Minutes):**
       - **75**
       - **89**
       - **0**
     - **Start Time Deviation (%):**
       - **0%**
       - **-19%**
       - **0%**
     - **Start Fuel Benchmark PMOA (mmBTU):**
       - **1,300**
       - **1,800**
       - **3,500**
     - **Start Fuel Actual (Average mmBTU):**
       - **1,300**
       - **1,658**
       - **0**
     - **Fuel Deviation (%):**
       - **0%**
       - **-8%**
       - **0%**
     - **Costs of Fuel Deviations ($):**
       - **$0**
       - **-$3,407**
       - **$0**
**Definitions:**

1. Monthly Production = Plant Net MWH's

2. Capacity Factor
   a. Service Hours = In Production or in Service State
   b. Service Factor = SH / PH 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)) * 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
Market Settlement Results for July 2018

LEC PPC Meeting
August 13, 2018
LEC Operational Results for July 2018

- Resource Adequacy Availability Metrics:
  - 100% - Monthly Assessment Generic Performance
  - 100% - Monthly Assessment Flexible Performance
  Vs
  - 96.5% Availability Standard

- RA incentive payment of
  - $16.7K for Generic RA
  - $  6.5K for Flexible RA

- LEC was committed by CAISO for Market energy 31 of 31 available days
  - 0 days not committed due to forced outage
  - 0 days not committed due to economics
Frequency Tabulation of Daily CAISO commitment hour runs for July 2018
July 2018 LEC Daily Margin Profile by Product
## July 2018 LEC Project Cumulative Monthly Margin

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFM/RTM Gross Revenues</td>
<td>$10,630,800</td>
</tr>
<tr>
<td>Regulation Up Capacity</td>
<td>$18,300</td>
</tr>
<tr>
<td>Regulation Down Capacity</td>
<td>$131,100</td>
</tr>
<tr>
<td>Spinning Reserve</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Total Gross LEC Revenue</strong></td>
<td><strong>$10,780,500</strong></td>
</tr>
<tr>
<td>LEC CAISO GMC Costs</td>
<td>$(69,700)</td>
</tr>
<tr>
<td>CAISO Energy &amp; Capacity Buyback Costs</td>
<td>$(140,800)</td>
</tr>
<tr>
<td><strong>Total Monthly LEC Fuel Cost</strong></td>
<td><strong>$(4,194,600)</strong></td>
</tr>
<tr>
<td>Total Monthly GHG Obligation</td>
<td>$(991,300)</td>
</tr>
<tr>
<td>Variable Operations &amp; Maintenance Cost</td>
<td>$(577,700)</td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td><strong>$(5,974,100)</strong></td>
</tr>
<tr>
<td><strong>Net Cumulative Monthly Margin</strong></td>
<td><strong>$4,806,400</strong></td>
</tr>
<tr>
<td><strong>Average Margin $/MWh</strong></td>
<td><strong>$27.8</strong></td>
</tr>
</tbody>
</table>
### Lodi Energy Center Monthly Budget Analysis

#### Expenditures

<table>
<thead>
<tr>
<th>FY2017 Budget</th>
<th>Percent Used</th>
<th>Comments</th>
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<tbody>
<tr>
<td>2,131,885</td>
<td>2,267,973</td>
<td></td>
</tr>
<tr>
<td>3,222,709</td>
<td>3,571,354</td>
<td></td>
</tr>
<tr>
<td>5,791,354</td>
<td>5,484,941</td>
<td></td>
</tr>
<tr>
<td>4,135,010</td>
<td>4,316,046</td>
<td></td>
</tr>
<tr>
<td>5,456,401</td>
<td>4,195,183</td>
<td></td>
</tr>
<tr>
<td>582,094</td>
<td>1,363,114</td>
<td></td>
</tr>
<tr>
<td>1,362,022</td>
<td>1,360,314</td>
<td></td>
</tr>
<tr>
<td>38,425,736</td>
<td>18,381,034</td>
<td></td>
</tr>
<tr>
<td>209.1%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### VOM

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,131,885</td>
<td>2,267,973</td>
<td>3,222,709</td>
<td>5,791,354</td>
<td>4,135,010</td>
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<td>582,094</td>
<td>1,363,114</td>
<td>1,362,022</td>
<td>38,425,736</td>
<td>18,381,034</td>
</tr>
</tbody>
</table>

#### Capacity Factor

- July: 25%
- August: 32%
- September: 46%
- October: 65%
- November: 59%
- December: 72%
- January: 68%
- February: 65%
- March: 7%
- April: 4%
- May: 18%
- June: 16%
- Year: 273.3%

#### Fuel Consumed (mmBTU, estimated)

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>408,330</td>
<td>449,555</td>
<td>682,614</td>
<td>978,397</td>
<td>913,511</td>
<td>1,042,960</td>
<td>1,088,875</td>
<td>808,764</td>
<td>1,011,176</td>
<td>116,932</td>
<td>74,168</td>
<td>3,316,046</td>
<td>4,195,183</td>
<td>582,094</td>
</tr>
</tbody>
</table>

#### Fuel (estimated)

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>408,330</td>
<td>449,555</td>
<td>682,614</td>
<td>978,397</td>
<td>913,511</td>
<td>1,042,960</td>
<td>1,088,875</td>
<td>808,764</td>
<td>1,011,176</td>
<td>116,932</td>
<td>74,168</td>
<td>3,316,046</td>
<td>4,195,183</td>
<td>582,094</td>
</tr>
</tbody>
</table>

#### Power Produced (MWHr, estimated)

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>54,151</td>
<td>70,182</td>
<td>87,123</td>
<td>119,145</td>
<td>106,495</td>
<td>116,932</td>
<td>74,168</td>
<td>3,316,046</td>
<td>4,195,183</td>
<td>582,094</td>
<td>1,363,114</td>
<td>1,362,022</td>
<td>38,425,736</td>
<td>18,381,034</td>
</tr>
</tbody>
</table>

#### Market Price ($/mmBTU)

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.62</td>
<td>4.31</td>
<td>3.75</td>
<td>3.55</td>
<td>3.34</td>
<td>3.41</td>
<td>3.17</td>
<td>3.15</td>
<td>3.09</td>
<td>3.44</td>
<td>3.50</td>
<td>3.57</td>
<td>5.75</td>
<td>60.9%</td>
</tr>
</tbody>
</table>

#### Fuel Cost ($/mmBTU)

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td>0%</td>
</tr>
</tbody>
</table>

#### Power Management & Settlements

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
</table>

#### Total O&M Cost

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
</table>

#### Debt Service

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
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<td>2,201,387</td>
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<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
<td>2,201,387</td>
</tr>
</tbody>
</table>

#### Revenues

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,783,231</td>
<td>4,844,949</td>
<td>4,883,330</td>
<td>6,728,660</td>
<td>5,200,061</td>
<td>5,790,403</td>
<td>5,298,908</td>
<td>4,409,634</td>
<td>5,249,135</td>
<td>702,236</td>
<td>423,696</td>
<td>1,590,815</td>
<td>19,760,321</td>
<td>242.4%</td>
</tr>
</tbody>
</table>

#### Net

<table>
<thead>
<tr>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Year</th>
<th>FY2017 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,596,875</td>
<td>763,576</td>
<td>718,736</td>
<td>823,330</td>
<td>2,312,384</td>
<td>2,063,773</td>
<td>3,613,511</td>
<td>2,063,956</td>
<td>2,555,541</td>
<td>3,586,853</td>
<td>4,773,480</td>
<td>4,573,454</td>
<td>32,598,854</td>
<td>41,127,058</td>
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</tbody>
</table>

Below budget by 20.74%
## June Asset Report

<table>
<thead>
<tr>
<th></th>
<th>Most Recent</th>
<th>Above / (below)</th>
<th>Percent Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Forecast</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Revenue</strong></td>
<td>1,590,815</td>
<td>1,780,696</td>
<td>202,377</td>
</tr>
<tr>
<td><strong>VOM</strong></td>
<td>1,342,371</td>
<td>1,879,692</td>
<td>281,769</td>
</tr>
<tr>
<td><strong>Fixed</strong></td>
<td>1,327,898</td>
<td>843,780</td>
<td>929,645</td>
</tr>
<tr>
<td><strong>Projects</strong></td>
<td>169,954</td>
<td>219,705</td>
<td>219,705</td>
</tr>
<tr>
<td><strong>A&amp;G</strong></td>
<td>219,834</td>
<td>186,895</td>
<td>186,895</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td>2,084,362</td>
<td>2,201,386</td>
<td>2,201,386</td>
</tr>
<tr>
<td><strong>Net Cost</strong></td>
<td>(3,553,603)</td>
<td>(3,550,762)</td>
<td>(3,617,023)</td>
</tr>
<tr>
<td><strong>Net Annual Cost</strong></td>
<td>(32,598,854)</td>
<td>(41,127,058)</td>
<td>$8,528,204</td>
</tr>
</tbody>
</table>
Historical Margins

June

1968-2018 I Celebrating 50 years
Historical Monthly Comparison

1968-2018 | Celebrating 50 years
LEC Treasurer’s Report

Date: August 13, 2018
To: LEC Project Participant Committee
Subject: Treasurer’s Report for the Month Ended July 31, 2018

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 $43,047.

Investments - The carrying value of the LEC’s investment portfolio totaled $28,072,566 at month end. The current market value of the portfolio totaled $27,523,691.

The overall portfolio had a combined weighted average interest rate of 2.000% with a bond equivalent yield (yield to maturity) of 1.633%. Investments with a maturity greater than one year totaled $17,370,000. During the month $4,537,890 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 7 basis point (from 1.93% to 2.00%) and rates on one year T-Bills increased by 9 basis points (from 2.33% to 2.42%).

To the best of my knowledge and belief, all securities held by LEC as of July 31, 2018 are in compliance with the Agency’s investment policy. There are adequate cash flow and investment maturities to meet next month’s cash requirements.

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

Respectfully submitted,

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE</td>
</tr>
<tr>
<td>CASH &amp; INVESTMENT BALANCE</td>
</tr>
<tr>
<td>CASH ACTIVITY SUMMARY</td>
</tr>
<tr>
<td>INVESTMENT ACTIVITY SUMMARY</td>
</tr>
<tr>
<td>INTEREST RATE/YIELD ANALYSIS</td>
</tr>
<tr>
<td>INVESTMENT MATURITIES ANALYSIS</td>
</tr>
<tr>
<td>DETAIL REPORT OF INVESTMENTS</td>
</tr>
</tbody>
</table>
Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Cash & Investment Balance  
July 31, 2018

<table>
<thead>
<tr>
<th></th>
<th>CASH</th>
<th>INVESTMENTS</th>
<th>TOTAL</th>
<th>PERCENT</th>
<th>INVESTMENTS at MARKET</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANDATORY FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Account</td>
<td>760</td>
<td>4,489,076</td>
<td>4,489,836</td>
<td>15.97%</td>
<td>4,487,821</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>-</td>
<td>12,219,045</td>
<td>12,219,045</td>
<td>43.46%</td>
<td>11,839,621</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>-</td>
<td>11,291,577</td>
<td>11,291,577</td>
<td>40.16%</td>
<td>11,123,381</td>
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<tr>
<td></td>
<td>760</td>
<td>27,999,698</td>
<td>28,000,458</td>
<td>99.59%</td>
<td>27,450,823</td>
</tr>
<tr>
<td>ADDITIONAL PROJECT FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GHG Cash Account</td>
<td>-</td>
<td>72,868</td>
<td>72,868</td>
<td>0.26%</td>
<td>72,868</td>
</tr>
<tr>
<td>Transmission Upgrade Escrow</td>
<td>42,287</td>
<td>-</td>
<td>42,287</td>
<td>0.15%</td>
<td>-</td>
</tr>
<tr>
<td>Participant Deposit Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>43,047</td>
<td>28,072,566</td>
<td>28,115,613</td>
<td>100.00%</td>
<td>27,523,691</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  
July 31, 2018

<table>
<thead>
<tr>
<th></th>
<th>RECEIPTS</th>
<th>EXPENDITURES</th>
<th>CASH</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OPS/CONSTR</td>
<td>INTEREST (NOTE B)</td>
<td>INVESTMENTS (NOTE A)</td>
<td>INVESTMENTS (NOTE B)</td>
</tr>
<tr>
<td>MANDATORY FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service Account</td>
<td>$1,613</td>
<td>$90</td>
<td>$2,016,170</td>
<td>$(1,613)</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>-</td>
<td>23,171</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>-</td>
<td>27,229</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>1,613</td>
<td>50,490</td>
<td>2,016,170</td>
<td>(1,613)</td>
</tr>
<tr>
<td>ADDITIONAL PROJECT FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GHG Cash Account</td>
<td>-</td>
<td>343</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transmission Upgrade Escrow ¹</td>
<td>-</td>
<td>9</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Participant Deposit Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,613</td>
<td>$50,842</td>
<td>$2,016,170</td>
<td>(1,613)</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
Northern California Power Agency/Lodi Energy Center  
Treasurer's Report  
Investment Activity Summary  
July 31, 2018  

<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>4,487,147</td>
<td>(2,016,170)</td>
<td>255</td>
<td>-</td>
<td>-</td>
<td>2,471,232</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>23,171</td>
<td>-</td>
<td>(6,693)</td>
<td>-</td>
<td>-</td>
<td>16,478</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>27,229</td>
<td>-</td>
<td>(1,532)</td>
<td>-</td>
<td>-</td>
<td>25,697</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 4,537,547</strong></td>
<td><strong>$ (2,016,170)</strong></td>
<td><strong>$ (7,970)</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ 2,513,407</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL PROJECT 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>GHG Cash Account</td>
<td>343</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>343</td>
</tr>
<tr>
<td>Participant Deposit Acct.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 4,537,890</strong></td>
<td><strong>$ (2,016,170)</strong></td>
<td><strong>$ (7,970)</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ 2,513,750</strong></td>
</tr>
</tbody>
</table>

Less Non-Cash Activity  
Disc/(Prem) Amortization & Gain/(Loss) on Sale  
7,970  
Net Change in Investment --Before Non-Cash Activity  
$ 2,521,720  

NOTE A - Investment amounts shown at book carrying value.
Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
July 31, 2018

<table>
<thead>
<tr>
<th>OVERALL COMBINED</th>
<th>WEIGHTED AVERAGE INTEREST RATE</th>
<th>BOND EQUIVALENT YIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Account</td>
<td>2.029%</td>
<td>2.072%</td>
</tr>
<tr>
<td>Debt Service Reserve</td>
<td>2.345%</td>
<td>1.641%</td>
</tr>
<tr>
<td>O &amp; M Reserve</td>
<td>1.615%</td>
<td>1.448%</td>
</tr>
<tr>
<td>GHG Cash Account</td>
<td>1.899%</td>
<td>1.899%</td>
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</table>

**KEY INTEREST RATES**

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>CURRENT</th>
<th>PRIOR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed Fds (Ovnight)</td>
<td>1.91%</td>
<td>1.16%</td>
</tr>
<tr>
<td>T-Bills (90da.)</td>
<td>2.00%</td>
<td>1.13%</td>
</tr>
<tr>
<td>Agency Disc (90da.)</td>
<td>2.02%</td>
<td>1.05%</td>
</tr>
<tr>
<td>T-Bills (1yr.)</td>
<td>2.42%</td>
<td>1.23%</td>
</tr>
<tr>
<td>Agency Disc (1yr.)</td>
<td>2.20%</td>
<td>1.19%</td>
</tr>
<tr>
<td>T-Notes (3yr.)</td>
<td>2.75%</td>
<td>1.52%</td>
</tr>
</tbody>
</table>

**INTEREST RATES**

![Interest Rates Graph]

Legend:
- T-Bills (90 days)
- T-Bills (1 yr)
- T-Notes (3 yr)
- FED FUNDS
Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
July 31, 2018

<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>
</tr>
</thead>
<tbody>
<tr>
<td>US Government Agencies</td>
<td>$</td>
<td>$</td>
<td>$4,519</td>
<td>$2,933</td>
<td>$1,025</td>
<td>$17,370</td>
<td>$</td>
<td>$</td>
<td>$25,847</td>
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<tr>
<td>Corporate Bonds (MTN)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>US Bank Trust Money Market</td>
<td>142</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>142</td>
<td>6.40%</td>
</tr>
<tr>
<td>Commercial Paper</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Investment Trusts (LAIF)</td>
<td>1,787</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,787</td>
<td>6.40%</td>
</tr>
<tr>
<td>U.S. Treasury Market Acct.</td>
<td>20</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>20</td>
<td>0.07%</td>
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<tr>
<td>U.S. Treasury Bill/Note</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>63</td>
<td>85</td>
<td>-</td>
<td>-</td>
<td>148</td>
<td>0.53%</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Dollars</td>
<td>$1,949</td>
<td>$0</td>
<td>$4,519</td>
<td>$2,996</td>
<td>$1,110</td>
<td>$17,370</td>
<td>$0</td>
<td>$27,944</td>
<td>100.00%</td>
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<tr>
<td>Total Percents</td>
<td>6.98%</td>
<td>0.00%</td>
<td>16.17%</td>
<td>10.72%</td>
<td>3.97%</td>
<td>62.16%</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.
## Northern California Power Agency
### Treasurer’s Report
#### 07/31/2018

**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>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>Carry Ing Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>313</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>313</td>
<td>1</td>
<td>0.600</td>
<td>313</td>
<td>79003</td>
<td>313</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>1,271,000</td>
<td>2.030</td>
<td>07/31/2018</td>
<td>1,262,041</td>
<td>12/03/2018</td>
<td>2.072</td>
<td>1,261,760</td>
<td>313385R73</td>
<td>26939</td>
<td>1,262,113</td>
<td></td>
</tr>
</tbody>
</table>

**Fund Total and Average**

- **Total:** $1,271,313
- **Rate:** 2.030
- **Total:** $1,262,354
- **Rate:** 124
- **Total:** $1,262,073
- **Rate:** $1,262,426

**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>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>Carry Ing Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>1,030</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>1,030</td>
<td>1</td>
<td>0.600</td>
<td>1,030</td>
<td>79004</td>
<td>1,030</td>
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</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>1,480,000</td>
<td>2.030</td>
<td>07/31/2018</td>
<td>1,446,709</td>
<td>12/03/2018</td>
<td>2.072</td>
<td>1,449,386</td>
<td>313385R73</td>
<td>26640</td>
<td>1,449,791</td>
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</table>

**Fund Total and Average**

- **Total:** $1,461,030
- **Rate:** 2.029
- **Total:** $1,450,739
- **Rate:** 124
- **Total:** $1,460,416
- **Rate:** $1,450,821

**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>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>Carry Ing Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>269</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>269</td>
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<td>0.600</td>
<td>269</td>
<td>79011</td>
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<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>838,000</td>
<td>2.030</td>
<td>07/31/2018</td>
<td>832,093</td>
<td>12/03/2018</td>
<td>2.072</td>
<td>831,906</td>
<td>313385R73</td>
<td>26641</td>
<td>832,141</td>
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</table>

**Fund Total and Average**

- **Total:** $838,269
- **Rate:** 2.030
- **Total:** $832,362
- **Rate:** 124
- **Total:** $832,177
- **Rate:** $832,410

**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>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>Carry Ing Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Bank Trust</td>
<td>USB</td>
<td>62</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>62</td>
<td>1</td>
<td>0.600</td>
<td>62</td>
<td>79012</td>
<td>62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>702,000</td>
<td>2.030</td>
<td>07/31/2018</td>
<td>697,052</td>
<td>12/03/2018</td>
<td>2.072</td>
<td>696,896</td>
<td>313385R73</td>
<td>26642</td>
<td>697,091</td>
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</table>

**Fund Total and Average**

- **Total:** $702,062
- **Rate:** 2.030
- **Total:** $697,114
- **Rate:** 124
- **Total:** $696,958
- **Rate:** $697,153

**LEC Issue#1 2017A DS Fund**

<table>
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<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>Carry Ing Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Home Loan Ba</td>
<td>USBT</td>
<td>248,000</td>
<td>2.030</td>
<td>07/31/2018</td>
<td>246,252</td>
<td>12/03/2018</td>
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<td>246,197</td>
<td>313385R73</td>
<td>26643</td>
<td>246,206</td>
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</table>

**Fund Total and Average**

- **Total:** $248,060
- **Rate:** 2.030
- **Total:** $246,262
- **Rate:** 124
- **Total:** $246,197
- **Rate:** $246,266

**GRAND TOTALS:**

- **Total:** $4,520,674
- **Rate:** 2.029
- **Total:** $4,488,821
- **Rate:** 124
- **Total:** $4,487,821
- **Rate:** $4,489,076

*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 07/31/2018.

08/03/2018 4:23 pm
### LEC Issue #1 2010 DSR Fund

<table>
<thead>
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<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>US Bank Trust</td>
<td>USB</td>
<td>80,680</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>80,680</td>
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<td>0.600</td>
<td>80,680</td>
<td>80,700</td>
<td>SYS79005</td>
<td>79005</td>
<td>80,680</td>
</tr>
<tr>
<td>U.S. Treasury</td>
<td>USB</td>
<td>85,000</td>
<td>1.625</td>
<td>02/27/2018</td>
<td>84,641</td>
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<td>Federal Farm Credit</td>
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<td>4,360,000</td>
<td>05/25/2021</td>
<td>1,028</td>
<td>1.659</td>
<td>4,203,912</td>
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<td>26337</td>
<td>4,360,000</td>
</tr>
<tr>
<td>Federal Home Loan Mt</td>
<td>USB</td>
<td>150,000</td>
<td>1.125</td>
<td>07/28/2017</td>
<td>146,648</td>
<td>06/12/2021</td>
<td>1,107</td>
<td>1.599</td>
<td>142,670</td>
<td>3137EAE09</td>
<td>26454</td>
<td>147,484</td>
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<td>4,100,000</td>
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<td>4,168,306</td>
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<td>1,409</td>
<td>1.760</td>
<td>3,992,047</td>
<td>313370Q69</td>
<td>26463</td>
<td>4,155,097</td>
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</table>

**Fund Total and Average**

|                       | $ 8,775,580        | 1.860         | $ 8,840,276   | 1193           | 1.701          | $ 8,503,882    | $ 8,828,016 |

### LEC Iss#1 2010B BABS Subs Resv

<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>US Bank Trust</td>
<td>USB</td>
<td>36,609</td>
<td>0.600</td>
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<td>0.600</td>
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<td>79006</td>
<td>SYS79006</td>
<td>36,609</td>
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<tr>
<td>U.S. Treasury</td>
<td>USB</td>
<td>38,000</td>
<td>1.823</td>
<td>02/27/2018</td>
<td>37,349</td>
<td>01/31/2019</td>
<td>183</td>
<td>1.872</td>
<td>37,586</td>
<td>912796PP8</td>
<td>26534</td>
<td>37,648</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
<td>USB</td>
<td>2,145,000</td>
<td>3.375</td>
<td>07/28/2017</td>
<td>2,235,146</td>
<td>06/12/2020</td>
<td>661</td>
<td>1.540</td>
<td>2,171,083</td>
<td>313370E38</td>
<td>26455</td>
<td>2,216,476</td>
</tr>
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</table>

**Fund Total and Average**

|                       | $ 2,219,699        | 3.305         | $ 2,329,104   | 662            | 1.530          | $ 2,245,278    | $ 2,290,736 |

### LEC Issue #2 2010B DSR BABS

<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>US Bank Trust</td>
<td>USB</td>
<td>23,047</td>
<td>0.600</td>
<td>07/01/2013</td>
<td>23,047</td>
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<td>79013</td>
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<td>23,047</td>
</tr>
<tr>
<td>U.S. Treasury</td>
<td>USB</td>
<td>25,000</td>
<td>1.823</td>
<td>02/27/2018</td>
<td>24,572</td>
<td>01/31/2019</td>
<td>183</td>
<td>1.872</td>
<td>24,729</td>
<td>912796PP8</td>
<td>26535</td>
<td>24,768</td>
</tr>
<tr>
<td>Federal Home Loan Ba</td>
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<td>1,025,000</td>
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<td>07/28/2017</td>
<td>1,092,708</td>
<td>07/01/2019</td>
<td>334</td>
<td>1.400</td>
<td>1,042,886</td>
<td>3133XU3Q6</td>
<td>26456</td>
<td>1,052,480</td>
</tr>
</tbody>
</table>

**Fund Total and Average**

|                       | $ 1,073,047        | 4.238         | $ 1,130,337   | 324            | 1.394          | $ 1,090,661    | $ 1,100,295 |

**GRAND TOTALS:**

|                       | $ 12,068,336       | 2.345         | $ 12,299,706  | 1015           | 1.641          | $ 11,835,621.  | $ 12,219,046 |

*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 07/31/2018.

*Investment #26337  FFCB  Callable anytime*
### LEC O & M Reserve

<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>1,714,390</td>
<td>1.899</td>
<td>07/01/2013</td>
<td>1,714,390</td>
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<td>1.899</td>
<td>1,714,390</td>
<td>SY570047</td>
<td>70047</td>
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<tr>
<td>Union Bank of Calif</td>
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<td>19,537</td>
<td>0.002</td>
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<tr>
<td>Federal National Mtg</td>
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<td>2,933,000</td>
<td>1.875</td>
<td>09/29/2015</td>
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<td>02/19/2019</td>
<td>202</td>
<td>1.220</td>
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<td>3136G02A4</td>
<td>26248</td>
<td>2,943,310</td>
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<tr>
<td>Federal Home Loan Bk</td>
<td>UBOC</td>
<td>3,615,000</td>
<td>1.540</td>
<td>06/03/2017</td>
<td>3,613,992</td>
<td>06/05/2020</td>
<td>674</td>
<td>1.550</td>
<td>3,540,423</td>
<td>3130ABJQ0</td>
<td>26440</td>
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<tr>
<td>Federal National Mtg</td>
<td>UBOC</td>
<td>3,000,000</td>
<td>1.300</td>
<td>06/30/2016</td>
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<td>1.300</td>
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<td>3,000,000</td>
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</table>

| Fund Total and Average  | $ 11,281,927        | 1.615        | $ 11,346,021  | 454           | 1.448          | $ 11,123,381   | 11,291,577                   |

| GRAND TOTALS:          | $ 11,281,927        | 1.615        | $ 11,346,021  | 454           | 1.448          | $ 11,123,381   | $ 11,291,577                   |

*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 07/31/2018.
Northern California Power Agency
Treasurer's Report
07/31/2018

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>
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<td>72,868</td>
<td>1.899</td>
<td>07/01/2013</td>
<td>72,868</td>
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<td>1</td>
<td>1.899</td>
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<tr>
<td>Fund Total and Average</td>
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<td>1.899</td>
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<td>$72,868</td>
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<td>1.899</td>
<td>$72,868</td>
<td></td>
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<td>$72,868</td>
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<tr>
<td>GRAND TOTALS:</td>
<td></td>
<td>$72,868</td>
<td>1.899</td>
<td></td>
<td>$72,868</td>
<td></td>
<td>1</td>
<td>1.899</td>
<td>$72,868</td>
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<td>$72,868</td>
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</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 07/31/2018.
Lodi Energy Center Project Participant Committee

LEC Financial Reports

Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: July 31, 2018 Financial Reports (Unaudited)
# Northern California Power Agency
## Lodgi Energy Center
### Statements of Net Position
#### Unaudited

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$72,868</td>
<td>$71,843</td>
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<tr>
<td>Interest receivable</td>
<td>$117</td>
<td>$56</td>
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<tr>
<td>Inventory and supplies - at average cost</td>
<td>$2,110,855</td>
<td>$2,110,854</td>
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<tr>
<td>Prepaid insurance</td>
<td>$207,297</td>
<td>$208,347</td>
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<tr>
<td>Due from (to) Agency, net</td>
<td>$21,549,813</td>
<td>$13,489,126</td>
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<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td><strong>$23,940,950</strong></td>
<td><strong>$15,880,226</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESTRICTED ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$1,918,911</td>
<td>$1,610,696</td>
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<tr>
<td>Investments</td>
<td>$26,123,823</td>
<td>$26,016,065</td>
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<tr>
<td>Interest receivable</td>
<td>$80,701</td>
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<tr>
<td><strong>TOTAL RESTRICTED ASSETS</strong></td>
<td><strong>$28,123,435</strong></td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ELECTRIC PLANT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric plant in service</td>
<td>$423,805,067</td>
<td>$423,640,289</td>
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<tr>
<td>Less: accumulated depreciation</td>
<td>$(82,771,669)</td>
<td>$(68,158,735)</td>
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<tr>
<td>Construction work-in-progress</td>
<td>$341,033,398</td>
<td>$355,481,554</td>
</tr>
<tr>
<td><strong>TOTAL ELECTRIC PLANT</strong></td>
<td><strong>$341,215,796</strong></td>
<td><strong>$355,588,578</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OTHER ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unamortized excess cost on advance refunding of debt, net</td>
<td>$2,104,712</td>
<td>-</td>
</tr>
<tr>
<td>Regulatory assets</td>
<td>$23,788,513</td>
<td>$21,832,707</td>
</tr>
<tr>
<td><strong>TOTAL OTHER ASSETS</strong></td>
<td><strong>$25,893,225</strong></td>
<td><strong>$21,832,707</strong></td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$419,173,406</strong></td>
<td><strong>$421,005,589</strong></td>
</tr>
</tbody>
</table>
## NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENTS OF NET POSITION
UNAUDITED

### July

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</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>$5,125,603</td>
<td>$1,739,015</td>
</tr>
<tr>
<td>Operating reserves</td>
<td>13,771,228</td>
<td>12,572,413</td>
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<tr>
<td>Current portion of long-term debt</td>
<td>11,480,000</td>
<td>10,355,000</td>
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<tr>
<td>Accrued interest payable</td>
<td>2,429,403</td>
<td>2,673,314</td>
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<tr>
<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
<td>$32,806,234</td>
<td>$27,339,742</td>
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<tr>
<td><strong>NON-CURRENT LIABILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating reserves and other deposits</td>
<td>1,717,071</td>
<td>1,715,966</td>
</tr>
<tr>
<td>Long-term debt, net</td>
<td>331,184,561</td>
<td>340,901,118</td>
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<tr>
<td><strong>TOTAL NON-CURRENT LIABILITIES</strong></td>
<td>$332,901,632</td>
<td>$342,617,084</td>
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<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>$365,707,866</td>
<td>$369,956,826</td>
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</tbody>
</table>

### DEFERRED INFLOWS OF RESOURCES

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regulatory credits</td>
<td>40,952,737</td>
<td>42,185,533</td>
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</tbody>
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### NET POSITION

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invested in capital assets, net of related debt</td>
<td>(14,350,954)</td>
<td>(13,649,050)</td>
</tr>
<tr>
<td>Restricted</td>
<td>13,587,335</td>
<td>13,873,284</td>
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<tr>
<td>Unrestricted</td>
<td>13,276,422</td>
<td>8,638,996</td>
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<tr>
<td><strong>TOTAL NET POSITION</strong></td>
<td>$12,512,803</td>
<td>$8,863,230</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND NET POSITION</strong></td>
<td>$419,173,406</td>
<td>$421,005,589</td>
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</tbody>
</table>
## NORTHERN CALIFORNIA POWER AGENCY  
### LODI ENERGY CENTER  
### STATEMENT OF REVENUES, EXPENSES  
### & CHANGES IN NET POSITION  
### UNAUDITED

### Month Ended July

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALES FOR RESALE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participants</td>
<td>$6,883,666</td>
<td>$4,514,904</td>
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<tr>
<td>Other</td>
<td>$10,696,044</td>
<td>$3,055,495</td>
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<tr>
<td><strong>TOTAL SALES FOR RESALE</strong></td>
<td>$17,579,710</td>
<td>$7,570,399</td>
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<tr>
<td><strong>OPERATING EXPENSES</strong></td>
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<tr>
<td>Operations</td>
<td>$5,624,355</td>
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<td>Depreciation</td>
<td>$1,218,152</td>
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<td>Purchased power</td>
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<td>Maintenance</td>
<td>$301,917</td>
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<td>Administrative and general</td>
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<td>Transmission</td>
<td>$72,788</td>
<td>$26,155</td>
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<td>Intercompany (sales) purchases</td>
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<td>$19,259</td>
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<td><strong>TOTAL OPERATING EXPENSES</strong></td>
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<td>$4,175,024</td>
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<tr>
<td><strong>NET OPERATING REVENUES</strong></td>
<td>$9,763,554</td>
<td>$3,395,375</td>
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<tr>
<td><strong>OTHER REVENUES (EXPENSES)</strong></td>
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<tr>
<td>Interest expense</td>
<td>($1,229,834)</td>
<td>($1,300,151)</td>
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<tr>
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<td>$164,493</td>
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<td>Other</td>
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<td>$215,637</td>
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<td><strong>TOTAL OTHER REVENUES (EXPENSES)</strong></td>
<td>($487,832)</td>
<td>($920,021)</td>
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<tr>
<td><strong>FUTURE RECOVERABLE AMOUNTS</strong></td>
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<tr>
<td></td>
<td>-</td>
<td>$180,252</td>
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<tr>
<td><strong>REFUNDS TO PARTICIPANTS</strong></td>
<td></td>
<td>(7)</td>
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<tr>
<td><strong>INCREASE IN NET POSITION</strong></td>
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<tr>
<td></td>
<td>$9,275,722</td>
<td>$2,655,599</td>
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<tr>
<td><strong>NET POSITION</strong></td>
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</tr>
<tr>
<td>Beginning of year</td>
<td>$3,237,081</td>
<td>$6,207,631</td>
</tr>
<tr>
<td>End of period</td>
<td>$12,512,803</td>
<td>$8,863,230</td>
</tr>
</tbody>
</table>
### Lodi Energy Center
#### FY 2019 Operating Costs
As of July 31, 2018

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>Actual</th>
<th>Remaining</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Routine O&amp;M Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td>Notes</td>
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<tr>
<td>Variable</td>
<td>$4,733,380</td>
<td>$451,014</td>
<td>$4,282,366</td>
<td>90%</td>
</tr>
<tr>
<td>Fixed</td>
<td>$3,443,662</td>
<td>$287,217</td>
<td>$3,156,445</td>
<td>92%</td>
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<tr>
<td>Administration</td>
<td>$205,529</td>
<td>$4,265</td>
<td>$201,264</td>
<td>98%</td>
</tr>
<tr>
<td>Mandatory Costs</td>
<td>$298,336</td>
<td>$36,157</td>
<td>$262,179</td>
<td>88%</td>
</tr>
<tr>
<td><strong>Routine O&amp;M Costs without Labor</strong></td>
<td>$8,680,907</td>
<td>$778,653</td>
<td>$7,902,254</td>
<td>91%</td>
</tr>
<tr>
<td>Labor</td>
<td>$5,284,165</td>
<td>$421,755</td>
<td>$4,862,410</td>
<td>92%</td>
</tr>
<tr>
<td><strong>Total Routine O&amp;M Cost</strong></td>
<td>$13,965,072</td>
<td>$1,200,408</td>
<td>$12,764,664</td>
<td>91%</td>
</tr>
<tr>
<td><strong>Other Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td>$33,092,116</td>
<td>$4,617,918</td>
<td>$28,474,208</td>
<td>86%</td>
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<tr>
<td>CA ISO Charges</td>
<td>$550,660</td>
<td>$72,788</td>
<td>$477,872</td>
<td>87%</td>
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<tr>
<td>CA ISO Purchased Energy</td>
<td>$5,113,848</td>
<td>$237,805</td>
<td>$4,876,043</td>
<td>95%</td>
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<tr>
<td>Debt Service</td>
<td>$26,079,852</td>
<td>$2,173,321</td>
<td>$23,906,531</td>
<td>92%</td>
</tr>
<tr>
<td>Insurance</td>
<td>$625,976</td>
<td>-</td>
<td>$625,976</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total O&amp;M Cost</strong></td>
<td>$85,162,734</td>
<td>$8,597,751</td>
<td>$76,564,983</td>
<td>90%</td>
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<tr>
<td><strong>Projects</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>$52,000</td>
<td>-</td>
<td>$52,000</td>
<td>100%</td>
</tr>
<tr>
<td>Capital</td>
<td>$100,000</td>
<td>-</td>
<td>$100,000</td>
<td>100%</td>
</tr>
<tr>
<td>Maintenance Reserve</td>
<td>$1,461,107</td>
<td>$121,759</td>
<td>$1,339,348</td>
<td>92%</td>
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<tr>
<td><strong>Total Projects</strong></td>
<td>$1,934,216</td>
<td>$121,759</td>
<td>$1,812,457</td>
<td>92%</td>
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<tr>
<td><strong>Annual Cost</strong></td>
<td>$85,162,734</td>
<td>$8,719,510</td>
<td>$76,443,224</td>
<td>90%</td>
</tr>
<tr>
<td><strong>Less: Third Party Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$385,845</td>
<td>$18,166</td>
<td>$367,679</td>
<td>95%</td>
</tr>
<tr>
<td>ISO Energy Sales</td>
<td>$52,414,938</td>
<td>$4,109,308</td>
<td>$48,305,630</td>
<td>80%</td>
</tr>
<tr>
<td>Ancillary Services Sales</td>
<td>$1,028,631</td>
<td>$149,736</td>
<td>$878,895</td>
<td>85%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$53,829,414</td>
<td>$10,714,210</td>
<td>$43,115,204</td>
<td>80%</td>
</tr>
<tr>
<td><strong>Net Annual Cost to Participants</strong></td>
<td>$31,333,320</td>
<td>$(1,994,700)</td>
<td>$33,328,020</td>
<td>106%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>Actual</th>
<th>Remaining</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Variable Costs</strong></td>
<td>$43,490,004</td>
<td>$5,379,525</td>
<td>$38,110,479</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Costs</strong></td>
<td>$41,627,730</td>
<td>$3,399,985</td>
<td>$38,227,745</td>
<td></td>
</tr>
<tr>
<td><strong>Net Annual Cost to Participants</strong></td>
<td>$31,333,320</td>
<td>$(1,994,700)</td>
<td>$33,328,020</td>
<td>106%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>Actual</th>
<th>Remaining</th>
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<td>$24.03</td>
<td>$(11.53)</td>
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| Footnotes:            |               |
| General - The plant ran every day during the month. |        |
| July A&G allocation and generation services allocation are estimated. |        |
| A - Higher variable maintenance and chemical costs due to higher year to date generation. |        |
| B - Payments for annual CEC fee. |        |
| C - Higher fuel costs due to higher generation. |        |
| D - Higher than budgeted CA ISO costs due to higher generation. |        |

**Note:** Decrease in September net costs due to adjustment of energy sales in prior periods.
Note: Increase in generation due to decrease in gas transmission costs, making it economical for the plant to run.
Lodi Energy Center Project Participant Committee

LEC GHG Reports

Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: GHG Reports (excerpted from monthly ARB)
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<td>114,301</td>
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<td>JULY</td>
<td>AUGUST</td>
<td>SEPTEMBER</td>
<td>OCTOBER</td>
<td>NOVEMBER</td>
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<td>NOVEMBER</td>
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<td>16,885</td>
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2018 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center
## NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative)

### August 2018

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<td>Current Month CCA Balance ($)</td>
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<td>0</td>
<td>1,103</td>
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<td>755</td>
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<td>Net GHG Obligation ($)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>NET GHG OBLIG Derived</td>
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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

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Titan Crane & Rigging, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal
Approve the Multi-Task General Services Agreement with Titan Crane & Rigging, Inc. for trucking and crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $500,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

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

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with American Crane (pending), Maxim Crane, OST Trucks & Cranes (pending) and Summit Crane and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
Environmental Analysis
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
- Multi-Task General Services Agreement with Titan Crane & Rigging, Inc.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TITAN CRANE & RIGGING, INC.

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Titan Crane & Rigging, Inc., a corporation with its office located at P.O. Box 30996, Stockton, CA 95213 ("Contractor") (together sometimes referred to as the "Parties") as of ______________, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

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

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

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

4.2.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

4.6 Contractor’s Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers’ compensation insurance required by applicable law during this Agreement.
Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES.

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

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

5.3 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.
Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor’s failure to secure workers’ compensation insurance for its employees, agents, or subcontractors.

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

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

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

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

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

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

Section 7. **LEGAL REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party’s representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party’s Information to any person other than those of the Receiving Party’s employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.
Section 10. PROJECT SITE.

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

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

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

Section 11. WARRANTY.

11.1 Nature of Work. In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor’s failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency’s satisfaction.

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

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

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

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

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

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

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

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

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

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

Titan Crane & Rigging, Inc.
Attention: Kelly Thompson
P.O. Box 30996
Stockton, CA  95213

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA  95678
13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

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

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

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

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

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

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

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

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

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

NORTHERN CALIFORNIA POWER AGENCY  TITAN CRANE & RIGGING, INC.

Date____________________________  Date____________________________

_______________________________  ________________________________
RANDY S. HOWARD,  KELLY THOMPSON,
General Manager  President

Attest:

_______________________________
Assistant Secretary of the Commission

Approved as to Form:

_______________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

Titan Crane & Rigging, Inc. (“Contractor”) shall provide truck and crane services, including cranes, trucks, and operators, as requested by the Northern California Power Agency (“Agency”) at Facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPA Members.

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

- Engineering and Project Management for crane rental projects
- Crane and Lift training
- Engineered crane lifts
- Crane rentals and crane rental services
- Rigging services
- Transportation services
- Heavy lifts/heavy transportation services
- On-site evaluations
- Operated and Maintained crane rental
- Base crane rental

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

COMPENSATION SCHEDULE AND HOURLY FEES

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

<table>
<thead>
<tr>
<th>Crane Size</th>
<th>Main Boom</th>
<th>Jib</th>
<th>Minimum Hours</th>
<th>Crew</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>23 Ton Boomtruck</td>
<td>101’</td>
<td>29’</td>
<td>4, 6 or 8</td>
<td>1</td>
<td>$185.00</td>
</tr>
<tr>
<td>40 Ton Rear Mount BoomTruck</td>
<td>127’</td>
<td>55’</td>
<td>4, 6 or 8</td>
<td>1</td>
<td>$215.00</td>
</tr>
<tr>
<td>60 Ton Hyd Truck Crane</td>
<td>110’</td>
<td>56’</td>
<td>4, 6 or 8</td>
<td>1</td>
<td>$250.00</td>
</tr>
<tr>
<td>75 Ton Hyd Truck Crane</td>
<td>127’</td>
<td>96’</td>
<td>4, 6 or 8</td>
<td>1</td>
<td>$265.00</td>
</tr>
<tr>
<td>90 Ton Hyd Truck Crane</td>
<td>140’</td>
<td>90’</td>
<td>8</td>
<td>2*</td>
<td>$350.00</td>
</tr>
<tr>
<td>120 Ton Hyd Truck Crane</td>
<td>130’</td>
<td>116’</td>
<td>8</td>
<td>2*</td>
<td>$400.00</td>
</tr>
<tr>
<td>150 Ton Hyd Truck Crane</td>
<td>197’</td>
<td>72’</td>
<td>8</td>
<td>2</td>
<td>$450.00</td>
</tr>
<tr>
<td>210 Ton Hyd Truck Crane</td>
<td>197’</td>
<td>72’</td>
<td>8</td>
<td>2*</td>
<td>$500.00</td>
</tr>
<tr>
<td>125 Ton Conv Truck Crane</td>
<td>Varies</td>
<td>Varies</td>
<td>8</td>
<td>2*</td>
<td>$350.00</td>
</tr>
<tr>
<td>150 Ton Conv Truck Crane</td>
<td>Varies</td>
<td>Varies</td>
<td>8</td>
<td>2*</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**Additional Trucking for Counterweights, rates quoted per job requirements.

Overtime rates $45/hour for 1 man crew or $90 for 2 man crew

Doubletime rates $90/hour for 1 man crew or $180 for 2 man crew

Woman Owned Business Enterprise. NWBOC Certified.

<table>
<thead>
<tr>
<th>Labor</th>
<th>Hourly Rate</th>
<th>Overtime</th>
<th>Double Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rigger / signal Person</td>
<td>$125.00</td>
<td>$170.00</td>
<td>$215.00</td>
</tr>
</tbody>
</table>

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

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

Affidavit of Compliance for Contractors

I, KELLY THOMPSON, President,

(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

TITAN CRANE AND RIGGING, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 ______._

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ____________________________________________________________,

(Name of person signing affidavit)(Title)

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

__________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

__________________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
EXHIBIT E
ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: ____________________  Name of Employer  ________________________

(Authorized Officer & Title)  ____________________________

(Address)  ____________________________

_________________________  ____________________________
Lodi Energy Center Project Participant Committee

Staff Report

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Eaton Corporation – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

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Proposal
Approve the Multi-Task General Services Agreement with Eaton Corporation for electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $2,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

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

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with Hart High Voltage and Contra Costa Electric and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $2,000,000 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 Eaton Corporation
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EATON CORPORATION

This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Eaton Corporation, an Ohio corporation with its office located at 1000 Cherrington Parkway, Moon Township, PA 15108 (“Contractor”) (together sometimes referred to as the “Parties”) as of ______________, 2018 (“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. For larger scopes of work, Contractor may request additional time to prepare an appropriate response. If Contractor agrees to perform the Requested Work, begins to
perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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. 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. 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. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 **Pollution Insurance.** Not Applicable.

4.5 **All Policies Requirements.**

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

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

4.5.3 **Reserved.**

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.6 **Waiver of Subrogation.** Excluding Worker's Compensation policies, 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.
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 of bodily injury, death or property damage brought against the Agency that arise out of and to the extent of 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, pertain to, or relate to such claims brought against Agency for bodily injury, death or property damage (“Liabilities”) to the extent of Contractor’s negligence. Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

5.3 **Transfer of Title.** Not Applicable.

**Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

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

Section 7. **LEGAL REQUIREMENTS.**

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

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

7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions. If required, the Purchase Order can specify whether Contractor or Agency shall obtain building permits or similar types of government permits and approvals that involve review of the plans for the Work.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

8.2 Amendments. The Parties may amend this Agreement only by a writing signed by both of the Parties.
8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency shall provide Contractor with written notice of such breach and a ten (10) day period in which to commence to cure such breach. In the event Contractor does not commence to cure within such ten (10) day period, Agency may terminate this agreement, in whole or in part, and purchase similar replacement goods or services. Contractor shall reimburse Agency for the direct and reasonable costs of reprocuring such similar replacement goods or services over the original Purchase Order price.”

**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.** Excluding any cost, financial accounting or proprietary information unless required to be provided to Agency by law or regulation, 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 to the extent not caused by Agency’s gross negligence or willful misconduct. 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.** 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. Unless otherwise agreed to in writing by Contractor, Contractor assumes no responsibility with respect to the suitability of the Agency’s, or its customer’s, equipment or with respect to any latent defects in equipment not supplied by Contractor. This warranty does not cover damage to Agency’s, or its customer’s, equipment, components or parts resulting from Agency’s improper maintenance or operation or from their deteriorated condition. Agency will, at its cost, provide Contractor with reasonable access to the defective Works for a reasonable period of time to expeditiously perform warranty obligations, as well as reasonable working space in the immediate vicinity of the defective Works and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Contractor may perform its warranty obligations, unless as part of Contractor’s Work Contractor performed activities to obtain access to the defective Work in which case Contractor shall perform the necessary activities listed above to perform Contractor’s warranty obligations. Contractor shall proceed diligently to repair the defective Works to reduce equipment downtime. The conducting of any tests shall be mutually agreed upon and Contractor shall be notified of, and may be present at, all tests that may be made.

11.2 **Deficiencies in Work.** 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. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 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:

Eaton Corporation  
Attention: Contracts Management  
1000 Cherrington Parkway  
Moon Township, PA 15108

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

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

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

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

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

**Section 14.** Limitation of Liability.

14.1 THE REMEDIES OF THE AGENCY SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF CONTRACTOR TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.
NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE AGENCY OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CONTRACT COMPENSATION OR $2 MILLION, WHICHEVER IS GREATER.

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

NORTHERN CALIFORNIA POWER AGENCY

EATON CORPORATION

Date____________________________

Date____________________________

Randy S. Howard
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

_______________________________

General Counsel
EXHIBIT A

SCOPE OF WORK

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

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

<table>
<thead>
<tr>
<th>Preventive and Predictive Maintenance</th>
<th>Plant Life Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM Program Design and Implementation</td>
<td>MV Vacuum Breaker Replacement</td>
</tr>
<tr>
<td>Periodic Testing and PM Services</td>
<td>MV Motor Starter Upgrading</td>
</tr>
<tr>
<td>Thermographic Survey</td>
<td>System Metering and Control</td>
</tr>
<tr>
<td>Troubleshooting \ Testing</td>
<td>LV Breaker (all OEMs) Trip Systems</td>
</tr>
<tr>
<td>Predictive Diagnostics – Partial Discharge</td>
<td>Class 1 Circuit Breaker Reconditioning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consulting \ Advisory Support</th>
<th>OEM Equipment Serviced &amp; Upgraded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power System Studies, Design &amp; Analysis</td>
<td>Westinghouse \ Cutler-Hammer</td>
</tr>
<tr>
<td>Failure \ Root Cause Analysis</td>
<td>Square D</td>
</tr>
<tr>
<td>Reliability Analysis, Arc Flash Hazards</td>
<td>General Electric</td>
</tr>
<tr>
<td>Studies and onsite training</td>
<td>ITE \ ABB</td>
</tr>
<tr>
<td>Power Quality &amp; Harmonic Analysis</td>
<td>Allis Chalmers \ Siemens</td>
</tr>
<tr>
<td>Short Circuit / Coordination Studies</td>
<td>Federal Pacific</td>
</tr>
<tr>
<td>Power Systems Training</td>
<td>and others</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start-Up And Commissioning</th>
<th>Turnkey Project Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Support &amp; Supervision</td>
<td>New Substation Design</td>
</tr>
<tr>
<td>Start-up and Training</td>
<td>PLC Control and Load Shedding</td>
</tr>
<tr>
<td>Ground-Fault Certifications</td>
<td>Electrical Plant Monitoring and Control</td>
</tr>
<tr>
<td>Installation Services</td>
<td>Process Automation &amp; System Integration</td>
</tr>
</tbody>
</table>

Nota: All testing shall be completed per IEEE standards.
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:

<table>
<thead>
<tr>
<th>Service classifications</th>
<th>Time classifications (rates are per hour, USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Straight time</td>
</tr>
<tr>
<td>In-shop technician</td>
<td>$165</td>
</tr>
<tr>
<td>Field service technician</td>
<td>$200</td>
</tr>
<tr>
<td>Field service specialist</td>
<td>$253</td>
</tr>
<tr>
<td>CAD designer</td>
<td>$200</td>
</tr>
<tr>
<td>Power automation specialist</td>
<td>$335</td>
</tr>
<tr>
<td>Power systems engineer</td>
<td>$335</td>
</tr>
<tr>
<td>Project manager</td>
<td>$335</td>
</tr>
<tr>
<td>Project coordinator</td>
<td>$150</td>
</tr>
<tr>
<td>Lead project engineer/foreman</td>
<td>$263</td>
</tr>
<tr>
<td>Special consultant</td>
<td>$435</td>
</tr>
<tr>
<td>Forensic analysis</td>
<td>$435</td>
</tr>
</tbody>
</table>

* Additional expenses may apply.

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

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

CERTIFICATION

Affidavit of Compliance for Contractors

I,

__________________________________________________________

(Name of person signing affidavit)(Title)

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

EATON CORPORATION

(Company name)

for contract work at:

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

(Project name and location)

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

__________________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 _______.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ______________________________________________________________________,

(Name of person signing affidavit)(Title)

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

__________________________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

__________________________________________________________________________

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

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: ____________________  Name of Employer  ____________________

(Authorized Officer & Title)

______________________________
(Address)

______________________________
Lodi Energy Center Project Participant Committee

Staff Report

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Montrose Air Quality Services, LLC – Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal
Approve the Multi-Task Consulting Services Agreement with Montrose Air Quality Services, LLC for rata, source and emissions testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $250,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

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

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

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $250,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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

KEN SPEER  
Assistant General Manager  
Generation Services

Attachments: (1)  
- Multi-Task Consulting Services Agreement with Montrose Air Quality Services, LLC
MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MONTROSE AIR QUALITY SERVICES, LLC

This Consulting Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Montrose Air Quality Services, LLC, a limited liability company, with its office located at 2825 Verne Roberts Circle, Antioch, CA 94509 (“Consultant”) (together sometimes referred to as the “Parties”) as of __________, 2018 (“Effective Date”) in Roseville, California.

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

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

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

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND dollars ($250,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.4 **All Policies Requirements.**

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

**Section 7.** **LEGAL REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

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

Section 9.  KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

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

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

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

10.8 Notices. Any written notice to Consultant shall be sent to:
Montrose Air Quality Services, LLC  
Attention: Shane Mascitelli  
2825 Verne Roberts Circle  
Antioch, CA  94509  

Any written notice to Agency shall be sent to:  

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

With a copy to:  

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

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

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

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

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

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

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

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

10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date________________________

RANDY S. HOWARD,
General Manager

Attest:

____________________________
Assistant Secretary of the Commission

MONTROSE AIR QUALITY SERVICES, LLC

Date________________________

SHANE MASCITELLI,
NW Region Vice President

Approved as to Form:

____________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A
SCOPE OF SERVICES

Montrose Air Quality Services, LLC (“Consultant”) shall provide testing services as requested by the Northern California Power Agency (“Agency”) at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

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

These testing services are not maintenance and thus, are not subject to prevailing wage per Labor Code section 1773.5 and Title 8 CCR 16001(a).
EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES

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

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<th>Field Testing Personnel</th>
<th>Hourly Rate ($)</th>
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<tbody>
<tr>
<td>Consultant</td>
<td>230</td>
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<tr>
<td>Client Project Manager</td>
<td>193</td>
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<tr>
<td>Field Project Manager</td>
<td>153</td>
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<tr>
<td>Senior Technician</td>
<td>133</td>
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<tr>
<td>Field Technician</td>
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<table>
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<th>Hourly Rate ($)</th>
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<tr>
<td>Office Worker</td>
<td>88</td>
</tr>
</tbody>
</table>

**Overtime Rate**

- Over 8 hours per day or between 40 and 60 hours per week: Standard Rate x 1.5
- Over 12 hours per day or over 60 hours per week: Standard Rate x 2.0

*Note: MAC20 also accounts for overtime meeting the “consecutive day” rules.*

**Overhead Direct Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem</td>
<td>145/day</td>
</tr>
<tr>
<td>Mobile Lab Vehicle Mileage</td>
<td>1.50/mile</td>
</tr>
<tr>
<td>Other Overhead Direct Costs, including analytical costs</td>
<td>Cost Plus 15%</td>
</tr>
</tbody>
</table>

**Testing Equipment Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Daily Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Laboratory, no CEMS</td>
<td>350</td>
</tr>
<tr>
<td>Chase vehicle - (mileage charged separately at $0.75/mile)</td>
<td>120</td>
</tr>
<tr>
<td>Portable Sampling System</td>
<td>200</td>
</tr>
<tr>
<td>Data Acquisition System</td>
<td>100</td>
</tr>
<tr>
<td>Strip Chart Recorders</td>
<td>100</td>
</tr>
<tr>
<td>O₂ Analyzer (calibration gases charged separately for all analysers)</td>
<td>125</td>
</tr>
<tr>
<td>CO₂ Analyzer</td>
<td>125</td>
</tr>
<tr>
<td>CO Analyzer</td>
<td>175</td>
</tr>
<tr>
<td>NO₂ Analyzer</td>
<td>175</td>
</tr>
<tr>
<td>SO₂ Analyzer</td>
<td>200</td>
</tr>
<tr>
<td>THC Analyzer</td>
<td>300</td>
</tr>
<tr>
<td>FTIR Analyzer (on site)</td>
<td>750</td>
</tr>
<tr>
<td>Gas Chromatograph (on site)</td>
<td>750</td>
</tr>
<tr>
<td>Heated sample line</td>
<td>100</td>
</tr>
<tr>
<td>Isokinetic Sampling System - Complete</td>
<td>250</td>
</tr>
<tr>
<td>Non-Isokinetic Pump &amp; Meter</td>
<td>175</td>
</tr>
<tr>
<td>VOST Meter Box</td>
<td>225</td>
</tr>
<tr>
<td>201A / OTM-027 Cyclone / Cascade Impactor</td>
<td>125</td>
</tr>
<tr>
<td>Impinger Set</td>
<td>100</td>
</tr>
<tr>
<td>Midget Impinger Assembly</td>
<td>150</td>
</tr>
<tr>
<td>Lung Sampler</td>
<td>100</td>
</tr>
<tr>
<td>Tedlar Bags (each)</td>
<td>35</td>
</tr>
</tbody>
</table>
Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

Rates are subject to change upon the giving of 30 days’ advance written notice to Agency.

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

CERTIFICATION

Affidavit of Compliance for Contractors

I, ________________________________

(Name of person signing affidavit)(Title)

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

________________________________________________

(Company name)

for contract work at:

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

(Project name and location)

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

________________________________________________

(Signature of officer or agent)

Dated this ___ day of _____________, 2018. _______.

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.
Proposal
Approve the Five Year Multi-Task General Services Agreement with KW Emerson, Inc. for maintenance tasks including earthwork, asphalt patching and paving, minor concrete patching and tunnel maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

Background
KW Emerson has been providing maintenance and other contract services to NCPA facilities for a number of years. This enabling agreement would continue a valuable working relationship with KW Emerson for project support at all facilities owned and/or operated by NCPA (with exception of the Lodi Energy Center), NCPA 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 (specify other enabling agreements) for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments (2):
- Multi-Task General Services Agreement with KW Emerson, Inc.
This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and K.W. Emerson, Inc., a corporation with its office located at 413 West St. Charles Street, San Andreas, CA 95249 ("Contractor") (together sometimes referred to as the "Parties") as of _____________, 20__ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

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

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

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

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

4.4 **Pollution Insurance.** Intentionally omitted.

4.5 **All Policies Requirements.**

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

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

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

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

**Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES.**
5.1 **Effect of Insurance.** Agency’s acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

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

**Section 6.** **STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.
Section 7. **LEGAL REQUIREMENTS.**

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

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

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

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

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

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

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: http://www.dir.ca.gov/DLSR/PWD/ and may be reviewed at any time.
Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
9.4.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the “Disclosing Party”) Confidential Information to the other party (the “Receiving Party”). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

**Section 10. PROJECT SITE.**

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

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

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

Section 11. **WARRANTY.**

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

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

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

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

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

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

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

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

12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assignees 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:

Rusti Emerson, President  
K.W. Emerson, Inc.  
P.O. Box 549  
San Andreas, CA 95249

Any written notice to Agency shall be sent to:

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

With a copy to:

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

13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
13.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

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

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

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY             K.W. EMERSON, INC.

Date____________________________               Date____________________________

RANDY HOWARD, General Manager             RUSTI EMERSON, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

________________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

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

- Asphalt patch paving;
- Concrete patching and maintenance;
- Minor dam maintenance; and
- Minor road / drainage maintenance.

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.
EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES

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

<table>
<thead>
<tr>
<th>K.W. Emerson, Inc.</th>
<th>July 2018</th>
<th>Time and Material Hourly Rates</th>
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<tr>
<td><strong>Labor Class</strong></td>
<td><strong>BEW Wage</strong></td>
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<td>Superintendant</td>
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<tr>
<td>Truck Driver</td>
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<tr>
<td>Laborer</td>
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<tr>
<th><strong>Equipment</strong></th>
<th><strong>Equip Only Rate</strong></th>
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<tr>
<td>CAT 845 DLOG LOADER</td>
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<tr>
<td>CAT 881 LOADER</td>
<td>$59.00</td>
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<tr>
<td>CAT 922 LOADER</td>
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<tr>
<td>JCB 110 BOX SCRAPER</td>
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<td>CAT 414 BOX SCRAPER</td>
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<tr>
<td>TIMBERJACK LOG SKIDDER</td>
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<tr>
<td>CAT 631 SCRAPER</td>
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<td>CAT 225 EXCAVATOR</td>
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<td>CAT 103 EXCAVATOR</td>
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<td>CAT 323 EXCAVATOR w/5,000 L.B. HAMMER</td>
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<td>CAT 230 EXCAVATOR</td>
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<td>Transfer</td>
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<td>10 YARD DUMP TRUCK (10 WHEELER)</td>
<td>$44.00</td>
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<td>MECHANIC TRUCK</td>
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<td>WATER TRUCK 4,000 GALLONS</td>
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</tr>
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<td>WATER TRUCK 2,000 GALLONS</td>
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</tr>
<tr>
<td>CAT 860 DOZER</td>
<td>$35.00</td>
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<tr>
<td>CAT 860 DOZER w/ SHELPS FOOT</td>
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</tr>
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<td>CAT 860 DOZER</td>
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<tr>
<td>CAT 990 DOZER</td>
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<td>CAT 815 BACKHOE</td>
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<td>CAT 143 GRADER w/OP3</td>
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<td>CAT 330 GRADER</td>
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<td>CAT 294 48’ ROLLER</td>
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<td>BLAW-KNOX FINISHING MACHINE</td>
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<tr>
<td>PICKUP</td>
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<tr>
<td>LOWBEE TRANSPORT</td>
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<tr>
<td>LOWBEE BONUS PURPLE</td>
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<tr>
<td>LOWBEE INCLUDING SCRAPER DOLLY</td>
<td>$315.00</td>
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<td>PILOT CAR</td>
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<tr>
<td>AIR COMPRESSOR</td>
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<td>LASER</td>
<td>$50.00 / DAY</td>
</tr>
<tr>
<td>GENERATOR</td>
<td>$50.00 / DAY</td>
</tr>
<tr>
<td>2000PS PRESSURE WASHER</td>
<td>$200.00 / DAY</td>
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<tr>
<td>VIBRATORY PLATE</td>
<td>$65.00 / DAY</td>
</tr>
<tr>
<td>RAMMEC</td>
<td>$29.00 / DAY</td>
</tr>
<tr>
<td>WUNDER</td>
<td>$18.00 / DAY</td>
</tr>
<tr>
<td>CHAIN SAW</td>
<td>$25.00 / DAY</td>
</tr>
<tr>
<td>3” TRASH PUMP</td>
<td>$110.00 / DAY</td>
</tr>
<tr>
<td>4” TRASH PUMP</td>
<td>$250.00 / DAY</td>
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<tr>
<td>VACUUM (TRAILER MOUNTED)</td>
<td>$250.00 / DAY</td>
</tr>
<tr>
<td>BALL &amp; CABLE WINCH</td>
<td>$60.00 / DAY</td>
</tr>
<tr>
<td>ALL CALIFORNIA PERMITS</td>
<td>$0.20 / EACH</td>
</tr>
</tbody>
</table>

Work to be paid for on a time and material basis (cost plus 15%)
Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

The rates set forth above are valid from July 2018 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days’ prior written notice to NCPA.
EXHIBIT C
CERTIFICATION
Affidavit of Compliance for Contractors

I, ____________________________________________________________

(Name of person signing affidavit)(Title)

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

____________________________________________________________________

(Company name)

for contract work at:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 _______.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ____________________________________________________________

(Name of person signing affidavit)(Title)

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

____________________________________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

____________________________________________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

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

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: ____________________ Name of Employer ______________________________

(Authorized Officer & Title) ______________________________

(Address) ______________________________
Lodi Energy Center Project Participant Committee

Staff Report

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Danick Mechanical, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal
Approve the Multi-Task General Services Agreement with Danick Mechanical, Inc. for T&M mechanical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

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

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with Performance Mechanical, Martech, RAM Mechanical and Wagner Mechanical and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
  • Multi-Task General Services Agreement with Danick Mechanical, Inc.
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DANICK MECHANICAL, INC.

This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Danick Mechanical, Inc., a corporation with its office located at P.O. Box 207, Nicolaus, CA 95659 (“Contractor”) (together sometimes referred to as the “Parties”) as of ____________, 2018 (“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.** Not Applicable.

4.4 **Pollution Insurance.** Not Applicable.

4.5 **All Policies Requirements.**

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

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

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

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

4.6 **Contractor’s Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers’ compensation insurance required by applicable law during this Agreement.
Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES.

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

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

5.3 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.
Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor’s failure to secure workers’ compensation insurance for its employees, agents, or subcontractors.

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

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

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

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

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

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

Section 7. **LEGAL REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party’s representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party’s Information to any person other than those of the Receiving Party’s employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.
Section 10. PROJECT SITE.

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

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

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

Section 11. WARRANTY.

11.1 Nature of Work. In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
11.2 **Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor’s failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency’s satisfaction.

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

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

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

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

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

12.4 Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

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

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

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

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

Danick Mechanical, Inc.
Attention: Nick Taylor
P.O. Box 207
Nicolaus, CA 95659

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

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

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

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

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

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

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

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date____________________________

RANDY S. HOWARD,
General Manager

Attest:

_______________________________
Assistant Secretary of the Commission

DANICK MECHANICAL, INC.

Date____________________________

NICK TAYLOR,
Secretary/Treasurer

Approved as to Form:

_______________________________
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

Danick Mechanical, Inc. ("Contractor") shall provide general T&M maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

• Piping and/or valve leak maintenance
• Pipe disassembly/reassembly
• Weld fabrication/modifications maintenance

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

COMPENSATION SCHEDULE AND HOURLY FEES

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

| \textbf{Straight Time Wage Rate} | \\
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<tbody>
<tr>
<td>Superintendent/Quality Control</td>
<td>$117.70 / Hr.</td>
</tr>
<tr>
<td>General Foreman</td>
<td>$114.63 / Hr.</td>
</tr>
<tr>
<td>Foreman</td>
<td>$106.05 / Hr.</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$100.05 / Hr.</td>
</tr>
</tbody>
</table>

This is a loaded rate all hand tools, electric welding machines, plasma arcs, and 2" pipe machines shall be provided at these rates. Large equipment such as cranes, boom trucks, compressors etc. will be charged for at their rental rates. Foreman shall be provided on the first man. All rates are subject to a four hour minimum.

| \textbf{1.5 X Wage Rate} | \\
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<tbody>
<tr>
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<tr>
<td>General Foreman</td>
<td>$148.06 / Hr.</td>
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<tr>
<td>Foreman</td>
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<tr>
<td>Journeyman</td>
<td>$130.05 / Hr.</td>
</tr>
</tbody>
</table>

| \textbf{2.0 X Wage Rate} | \\
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent/Quality Control</td>
<td>$190.07 / Hr.</td>
</tr>
<tr>
<td>General Foreman</td>
<td>$184.07 / Hr.</td>
</tr>
<tr>
<td>Foreman</td>
<td>$172.07 / Hr.</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$160.06 / Hr.</td>
</tr>
</tbody>
</table>

\textbf{Materials Supplied}
All materials purchased will be marked up 15% for handling.
Consumables will be charged at 2% of the total project.
All gases shall be marked up 25% for handling and rental of bottles.
All rentals shall be marked up 15% for handling.
All fees are subject to a four hour minimum.

**All Wage Rates will remain in effect through September 30, 2018**
Day Shift to start at 7:00 A.M. any deviation from this start time shall be considered a shift change.
There shall be a 10% shift differential for a night shift and 15% for graveyards.
There shall be a fuel surcharge of $0.405/ Mile for all Job Trucks and $0.505/ Mile Welding Rigs and Boom Trucks.

**Danick Mechanical Rental rates for equipment owned:**

<table>
<thead>
<tr>
<th>Job</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Trucks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boom Truck, 15 Ton National 550C</td>
<td>$375.00</td>
<td>$1,218.75</td>
<td>$3,960.94</td>
</tr>
<tr>
<td>Forklift 22'-0&quot; Mast, 6000lbs. (Diesel)</td>
<td>$115.00</td>
<td>$373.75</td>
<td>$1,214.69</td>
</tr>
<tr>
<td>2&quot; - 4&quot; Pipe Threading Machine</td>
<td>$45.00</td>
<td>$146.25</td>
<td>$475.31</td>
</tr>
<tr>
<td>Gas or Diesel Welders (Trailer Mounted)</td>
<td>$85.00</td>
<td>$267.75</td>
<td>$843.41</td>
</tr>
<tr>
<td>Portable Welder (Truck Mounted)</td>
<td>$120.00</td>
<td>$390.00</td>
<td>$1,267.50</td>
</tr>
<tr>
<td>Water Wagon (Fire Protection)</td>
<td>$105.00</td>
<td>$341.25</td>
<td>$1,109.06</td>
</tr>
</tbody>
</table>

All items don’t include fuel charges.
<table>
<thead>
<tr>
<th>Apprentice Wage Rates</th>
<th>1.0X</th>
<th>$54.93 / Hr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Period</td>
<td>1.5X</td>
<td>$67.60 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$80.27 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates</td>
<td>1.0X</td>
<td>$62.13 / Hr.</td>
</tr>
<tr>
<td>Second Period</td>
<td>1.5X</td>
<td>$76.21 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$90.29 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates</td>
<td>1.0X</td>
<td>$67.11 / Hr.</td>
</tr>
<tr>
<td>Third Period</td>
<td>1.5X</td>
<td>$82.60 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$98.08 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
<td>1.0X</td>
<td>$72.13 / Hr.</td>
</tr>
<tr>
<td>Fourth Period</td>
<td>1.5X</td>
<td>$89.02 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$105.91 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
<td>1.0X</td>
<td>$77.10 / Hr.</td>
</tr>
<tr>
<td>Fifth Period</td>
<td>1.5X</td>
<td>$95.50 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$113.71 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
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<td>$80.39 / Hr.</td>
</tr>
<tr>
<td>Sixth Period</td>
<td>1.5X</td>
<td>$99.34 / Hr.</td>
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<td></td>
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<td>$118.57 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
<td>1.0X</td>
<td>$83.02 / Hr.</td>
</tr>
<tr>
<td>Seventh Period</td>
<td>1.5X</td>
<td>$103.62 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$124.22 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
<td>1.0X</td>
<td>$85.69 / Hr.</td>
</tr>
<tr>
<td>Eighth Period</td>
<td>1.5X</td>
<td>$107.15 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$128.60 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
<td>1.0X</td>
<td>$90.31 / Hr.</td>
</tr>
<tr>
<td>Ninth Period</td>
<td>1.5X</td>
<td>$113.10 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$135.89 / Hr.</td>
</tr>
<tr>
<td>Apprentice Wage Rates:</td>
<td>1.0X</td>
<td>$94.96 / Hr.</td>
</tr>
<tr>
<td>Tenth Period</td>
<td>1.5X</td>
<td>$119.09 / Hr.</td>
</tr>
<tr>
<td></td>
<td>2.0X</td>
<td>$143.22 / Hr.</td>
</tr>
</tbody>
</table>

Multi-Task General Services Agreement between
Northern California Power Agency and Danick Mechanical, Inc.
Rev’d 6/8/2018
Labor rates may be modified in accordance with the union rate increases upon 30 days written notice to the Agency.

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

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

I, __________________________________________________________________________

(Name of person signing affidavit)(Title)
do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

DANICK MECHANICAL, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

___________________________________________________
(Signature of officer or agent)

Dated this __________________ day of __________________, 20 _______.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

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

__________________________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

_________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
EXHIBIT E
ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: ____________________  Name of Employer

(Authorized Officer & Title)

(Address)

Multi-Task General Services Agreement between  Northern California Power Agency and Danick Mechanical, Inc.
GS-VEN-2018-084  Rev'd 6/8/2018
Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 15

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Tetra Engineering Group, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal
Approve the Multi-Task Professional Services Agreement with Tetra Engineering Group, Inc. for inspections related to HRSG, power piping, steam plant assessments, root cause failures and consulting engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Background
Inspections related to HRSG, power piping, steam plant assessments, root cause failures and consulting engineering services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with HRST, Inc. and Industrial Air Flow Dynamics (pending) and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

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

Submitted by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
- Multi-Task Professional Services Agreement with Tetra Engineering Group, Inc.
MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TETRA ENGINEERING GROUP, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Tetra Engineering Group, Inc., a Connecticut corporation with its office located at 110 Hopmeadow Street, Suite 800, Weatogue, CT 06089 ("Consultant") (together sometimes referred to as the "Parties") as of ______________, 182018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

4.3 **Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars ($1,000,000.00) and two million dollars ($2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars ($250,000) per claim. Such insurance shall be on a “claims-made” basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 **All Policies Requirements.**

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

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

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

4.4.4 **Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific
Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. **INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

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

5.2 **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly (“Liabilities”). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 6. **STATUS OF CONSULTANT.**

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

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

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

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

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

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

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

**Section 7.** **LEGAL REQUIREMENTS.**

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

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

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

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

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

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

8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

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

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

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

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

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

9.4 **Confidential Information and Disclosure.**

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

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

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

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

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

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

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

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

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

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

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

Tetra Engineering Group, Inc.
Attention: Frank J. Berte, President
P.O. Box 55
Weatogue, CT 06089

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

10.10 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
10.11 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

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

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

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

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

10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

10.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only “Member”) pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

Date________________________

____________________________
RANDY S. HOWARD,
General Manager

Attest:

____________________________
Assistant Secretary of the Commission

Approved as to Form:

____________________________
Jane E. Luckhardt, General Counsel

TETRA ENGINEERING GROUP, INC.

Date________________________

____________________________
PETER S. JACKSON,
Corporate Secretary
EXHIBIT A

SCOPE OF SERVICES

Tetra Engineering Group, Inc. ("Consultant") shall provide inspection services as requested by the Northern California Power Agency ("Agency") at Facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPA Members.

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

- Heat Recovery Steam Generator Warranty Inspections
- Heat Recovery Steam Generator Consulting Engineering
- Power Piping Inspections
- Power Piping Design Engineering
- Steam Plant Condition Assessments and Fitness-for-Service Evaluations
- Root Cause Failure Assessments
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:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Rate (USD/hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Manager</td>
<td>$275</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$250</td>
</tr>
<tr>
<td>Senior Consulting Engineer</td>
<td>$225</td>
</tr>
<tr>
<td>Consulting Engineer</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$150</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$125</td>
</tr>
<tr>
<td>Senior Technical Support</td>
<td>$125</td>
</tr>
<tr>
<td>Technical Support</td>
<td>$95</td>
</tr>
</tbody>
</table>

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

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

I, ________________________________________________________________

(Name of person signing affidavit)(Title)

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

______________________________________________________________

(Company name)

for contract work at:

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

(Project name and location)

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

______________________________________________________________

(Signature of officer or agent)

Dated this _________ day of ______________, 20 ____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY
PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY
THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
Proposal
Approve the Multi-Task General Services Agreement with Electrical Maintenance Consultants for electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $2,000,000 over 5 years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

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

Selection Process
This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has similar agreements in place with Hart High Voltage, Contra Costa Electric, 3D Technical Services, Eaton Corporation and Schneider Electric (pending) and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $2,000,000 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 Electrical Maintenance Consultants
MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ELECTRICAL MAINTENANCE CONSULTANTS, INC.

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Electrical Maintenance Consultants, Inc., a corporation with its office located at 3785 Cincinnati Avenue, Rocklin, CA 95765 ("Contractor") (together sometimes referred to as the "Parties") as of ______________, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

2.4 **Authorization to Perform Work.** The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.
2.5 **Timing for Submittal of Final Invoice.** Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

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

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

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

4.2.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
4.3 **Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars ($1,000,000.00) and two million dollars ($2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars ($250,000.00) per claim. Such insurance shall be on a “claims-made” basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 **Pollution Insurance.** Not Applicable.

4.5 **All Policies Requirements.**

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

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

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

4.5.4 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

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

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

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

5.3 **Transfer of Title.** Not Applicable.

Section 6. **STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

8.2 Amendments. The Parties may amend this Agreement only by a writing signed
by both of the Parties.
8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

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

8.4.1 Immediately terminate the Agreement;

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

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

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

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

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or
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
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:

   Electrical Maintenance Consultants, Inc.
   Attention: Phillip Keller
   3785 Cincinnati Avenue
   Rocklin, CA  95765

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

ELECTRICAL MAINTENANCE CONSULTANTS, INC.

Date____________________________ Date____________________________

RANDY S. HOWARD, PHILLIP KELLER,
General Manager Vice President

Attest:

__________________________________________________________

Assistant Secretary of the Commission

Multi-Task General Services Agreement between Northern California Power Agency and Electrical Maintenance Consultants, Inc.
GS-VEN-2018-108
Rev’d 6/8/2018
Approved as to Form:

_______________________________

Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF WORK

Electrical Maintenance Consultants, Inc. ("Contractor") shall provide electrical related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Generator Inspections
- Testing and Evaluation
- Stator and Field Rewinds
- Stator and Field Cleaning and Sealing
- Exciter Maintenance and Inspection
- Retaining Ring Removal and Non-Destructive Testing
- Static Excitation Retrofits
- Voltage Regulation Retrofits
- Control System Troubleshooting
- Control System Calibration and Maintenance
- Additional electrical related services as needed

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

COMPENSATION SCHEDULE AND HOURLY FEES

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

SCHEDULE OF PREVAILING RATES AND CHARGES 2018

<table>
<thead>
<tr>
<th></th>
<th>Straight Time</th>
<th>Over Time</th>
<th>Double Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Specialized Engineer</td>
<td>$135.00</td>
<td>$202.50</td>
<td>$270.00</td>
</tr>
<tr>
<td>2. Project Supervisor</td>
<td>$120.00</td>
<td>$180.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>3. Field Service Technician</td>
<td>$105.00</td>
<td>$165.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>4. Wiener</td>
<td>$105.00</td>
<td>$165.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>5. Craftsman</td>
<td>$100.00</td>
<td>$150.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>6. Shop Labor</td>
<td>$100.00</td>
<td>$150.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

1. Straight time rates apply to all hours worked or traveled during a normal eight (8) hour workweek Monday through Friday 7:30 AM to 4:00 PM excluding holidays. Time is based on portal to portal.
2. Over time rates apply to all hours worked or traveled after eight (8) hours and Saturdays up to twelve (12) hours.
3. Double time rates apply to all Holidays, Sundays and any hours worked or traveled after twelve (12) hours Monday through Saturday.
4. All travel and work from one (1) to four (4) hours will be billed as four hours plus expenses.
5. All travel and work from four (4) to eight (8) hours will be billed as eight (8) hours plus expenses.

EXPENSES
$185.00 living expenses per man. (Bay Area and Southern California $210.00 living expenses per man) All other expenses, including miscellaneous expenses such as parking, telephone, tools and expendable materials will be billed at cost plus 30% handling charge.

OUTSIDE SERVICES
All outside services will be billed at cost plus 20%

EQUIPMENT
Truck and Tool Trailer will be charged as $250.00 per day. Specialist and Supervisor vehicle will be an additional $3.50 per hour. Special Equipment will be billed at standard rental rates plus 20%.

MATERIALS
All materials will be billed at a minimum handling charge of cost plus 40%.

FREIGHT
All incoming and outgoing freight will be charged at a handling charge of cost plus 40%.

MINIMUM BILLING
Minimum billing amount is $300.00.

MILEAGE
Mileage will be charged at the rate of $0.85 per mile.
There will be a hazardous waste surcharge on all projects, amount to be determined based on individual project.

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

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

I,  
____________________________________________________________________

(Name of person signing affidavit)(Title)

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

____________________________________________________________________

(Company name)

for contract work at:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 _______.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY
PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY
THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.
NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, ___________________________________________________________,

(Name of person signing affidavit)(Title)

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

____________________________________________________________________

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this ___________________ day of ___________________, 20 __.

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

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: ____________________ Name of Employer ______________________________

(Authorized Officer & Title) ______________________________

(Address) ______________________________
Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 17

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Pengo Wireline of California, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following projects: All NCPA Generation Services Plant Locations.

Proposal
Approve the Multi-Task Professional Services Agreement with Pengo Wireline of California, Inc., for the deployment of downhole wireline services on wells, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $750,000 over five years for use at all NCPA Generation Services Plant Locations.

Background
Pengo Wireline of California, Inc. provides deployment of downhole wireline ‘hoisting’ services which allow completion of casing calipers, BLM mandated pressure temperature surveys, high temperature camera runs, gauge ring runs, and several other services that are vital to continuing operation of various plant facilities.

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 Cogco Inc., Expro Americas, and Gregg Linville Consulting, LLC for similar services. NCPA will seek bids from as many qualified providers as possible and enter into additional enabling agreements as needed. The bid is awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact
Upon execution, the total cost of the agreement is not-to-exceed $750,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)
  • Multi-Task Professional Services Agreement with Pengo Wireline of California, Inc.
MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PENGO WIRELINE OF CALIFORNIA, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Pengo Wireline of California, Inc., a corporation with its office located at 3529 Standard Street, Bakersfield, CA 93308 ("Consultant") (together sometimes referred to as the "Parties") as of ____________, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** SEVEN HUNDRED FIFTY THOUSAND dollars ($750,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

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

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

5.2 **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 6. **STATUS OF CONSULTANT.**

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

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

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

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

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

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

6.4 **Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.
Section 7. **LEGAL REQUIREMENTS.**

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

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

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

Section 8. **TERMINATION AND MODIFICATION.**

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. **KEEPING AND STATUS OF RECORDS.**
9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

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

9.4 **Confidential Information and Disclosure.**

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested
exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

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

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

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

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

David E. Warren  
Pengo Wireline of California, Inc.  
3529 Standard Street  
Bakersfield, CA 93308

Any written notice to Agency shall be sent to:

Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678
With a copy to:

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

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

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

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

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

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

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

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

10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute
resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

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

**SIGNATURES ON FOLLOWING PAGE**
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY  
Date________________________  
RANDY S. HOWARD, General Manager

PENGO WIRELINE OF CALIFORNIA, INC.  
Date________________________  
DAVID E. WARREN, General Manager

Attest:

____________________________  
Assistant Secretary of the Commission

Approved as to Form:

____________________________  
Jane E. Luckhardt, General Counsel
EXHIBIT A

SCOPE OF SERVICES

Pengo Wireline of California, Inc. (“Contractor”) shall provide labor and equipment as requested by the Northern California Power Agency (“Agency”) at any facilities owned and/or operated by the Agency, for the deployment of downhole wireline services on wells, including, but not limited to:

- Pressure, temperature, and spinner surveys;
- Casing caliper surveys;
- Downhole video services; and
- Miscellaneous wireline work in support of drilling operations.
EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Operation Charge – hoist service including pressure control packoff and 1 run</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Additional runs per day after initial run</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>Daily travel cost per vehicle (2 vehicles used per day)</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Mileage Charge per mile per vehicle (2 vehicles x 700 miles round trip)</td>
<td>$ 2.25</td>
</tr>
<tr>
<td>Per hour charge after 12 hours</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Daily Service Charge</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Well Pressure Control device Charge – after initial run</td>
<td>$ 330.00</td>
</tr>
<tr>
<td>Pressure / Temp Survey High Temp Operation Charge – Minimum $600.00</td>
<td>$ 0.30</td>
</tr>
<tr>
<td>Pressure / Temp Survey High Temp Depth Charge – Minimum $800.00</td>
<td>$ 0.44</td>
</tr>
<tr>
<td>Gamma Ray / Neutron Operating Charge – Minimum $540.00</td>
<td>$ 0.30</td>
</tr>
<tr>
<td>Gamma Ray / Neutron Depth Charge – Minimum $600.00</td>
<td>$ 0.32</td>
</tr>
</tbody>
</table>

For services not specified here, compensation shall be as mutually agreed in writing by Contractor and NCPA.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested – Not Applicable

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

Affidavit of Compliance for Contractors

I, ____________________________________________

(Name of person signing affidavit)(Title)

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

____________________________________________________________

(Company name)

for contract work at:

Lodi Energy Center, 12745 N. Thornton Road, Lodi, CA 95242

(Project name and location)

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

___________________________________________________

(Signature of officer or agent)

Dated this _________ day of _____________, 20 ___.

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

Staff Report

AGENDA ITEM NO.:18

Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: Revision to Exhibit 5 of PMOA Agreement Schedule 1.00

Proposal
Adopt revision of PMOA Exhibit 5 of Schedule 1.00 for revised 2018 CAISO Grid Management Charge (GMC) rates related to the Market Services and System Operation Charge.

Background
The CAISO recovers its cost through allocation among three defined service categories that are billed based on eleven different grid management charges and fees assessed to market participants. The CAISO completed its 2018 budget stakeholder process based on a slightly higher revenue requirement. Two GMC rates applicable to the bid calculation for the LEC Project were updated based on the annual GMC rates that became effective on January 1, 2018. The table below reflects updated rates based on a mid-year adjustment effective August 1, 2018.

<table>
<thead>
<tr>
<th>Charge Code</th>
<th>CAISO GMC Charge Code Name</th>
<th>2017 Rate</th>
<th>2018 Rate</th>
<th>Change</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>4560</td>
<td>GMC - Market Services Charge</td>
<td>$0.0854</td>
<td>$0.1100</td>
<td>$0.0246</td>
<td>Awarded Schedules (MWh)</td>
</tr>
<tr>
<td>4561</td>
<td>GMC - System Operation Charge</td>
<td>$0.3025</td>
<td>$0.2964</td>
<td>-$0.0061</td>
<td>Metered Energy (MWh)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.4064</td>
<td>$0.0185</td>
<td></td>
</tr>
</tbody>
</table>

The LEC Project is assessed the market services charge based on awarded CAISO energy and ancillary service schedules, while the system operations charge applies based on LEC metered energy. NCPA incorporates these GMC rates into the Economic Operations bid calculation indicated in Agreement Schedule 1.00 under the defined term ‘CAISO GMC’ in order to internalize these costs in the awarded energy bid amount.

Fiscal Impact
There is no fiscal impact on an overall basis to Participants as these costs will be included in the Economic Operations bid calculation in order to internalize these CAISO GMC costs.
Environmental Analysis
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Recommendation
NCPA staff recommends that the PPC pass a motion authorizing adopting the revised PMOA Exhibit 5 of Schedule 1.00 for revised 2018 CAISO Grid Management Charge (GMC) rates.

Submitted by:
ROBERT W. CARACRISTI
Manager, Information Services and Power Settlements

Attachments: (1)
- Red-lined version of PMOA Exhibit 5 Schedule 1.00
EXHIBIT 5

CAISO Charges

The CAISO Charges component used to determine Economic Operations is calculated as shown in the table below:

<table>
<thead>
<tr>
<th>Market Charge Code</th>
<th>CAISO Charge Code Name</th>
<th>Rate</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>4560</td>
<td>GMC - Market Services Charge</td>
<td>$0.1100</td>
<td>per MWh</td>
</tr>
<tr>
<td>4561</td>
<td>GMC - System Operation Charge</td>
<td>$0.2964</td>
<td>per MWh</td>
</tr>
<tr>
<td></td>
<td>Total GMC Amount</td>
<td>$0.4064</td>
<td>per MWh</td>
</tr>
<tr>
<td>Facility</td>
<td>Jan</td>
<td>Feb</td>
<td>Mar</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>Collierville Unit 1</td>
<td>5-13</td>
<td></td>
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<td>CT1 Lodi Project</td>
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<td>1-24</td>
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<td>CT2 STIG Project</td>
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<td>Lodi Energy Center</td>
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<tr>
<td>Geothermal Plant 1</td>
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<td>Geothermal Plant 1</td>
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<td>Geothermal Plant 2</td>
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Proposed 7-5-2018
Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 19

Date: August 9, 2018
Meeting Date: August 13, 2018
To: Lodi Energy Center Project Participant Committee
Subject: NCPA Wildfire Mitigation Plan. Applicable to the following projects: All NCPA Generation Facility locations

Proposal
Approve the NCPA Wildfire Mitigation Plan, to apply to all NCPA Generation facilities. This plan is to remain in effect until replaced by the NCPA Commission.

Background
Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation (effective January 1, 2017), Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility’s overhead electrical lines and equipment. For publicly owned electrical utilities and electrical cooperatives, significant risks shall be mitigated through a board-approved plan. Such a plan shall be revised as required.

Fiscal Impact
The proposed plan is comprised of established NCPA preventive maintenance procedures and practices whose expenses are already covered in the plant budgets.

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)
   • NCPA Wildfire Mitigation Plan
NCPA Wildfire Mitigation Plan

Requirement
Pursuant to Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation (effective January 1, 2017, see Attachment 1), NCPA “…shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment.”

Purpose and Scope
- Identify areas where there is a significant risk of catastrophic wildfire posed by overhead electrical lines and equipment owned and operated by NCPA.
- Describe mitigation measures.
- Describe the review and approval process for this plan.

Responsibilities
- The NCPA Commission (governing board) is responsible for reviewing and approving this plan and subsequent revisions as needed.
- NCPA Generation Services Facility (Plant) Managers and the NCPA Power Management Coordinated Systems Operations Manager are responsible for the implementation of this plan and the applicable procedures for the facility in which they oversee.

Procedure
- Identify Wildfire Risk Areas and Affected NCPA Assets
  - NCPA Generation Facility Managers shall identify areas where there is a significant risk of catastrophic wildfire.
    - Identification may be “…based on historical fire data and local conditions, and in consultation with the fire departments or other entities responsible for control of wildfires within the geographical area where the utility’s overhead electrical lines and equipment are located, whether any portion of that geographic area has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment.” (SB-1028, 8387(b)).
    - Areas identified by the California Public Utilities Commission.
    - Areas identified, their selection basis, and affected NCPA assets are described in Attachment 2.
- Mitigation Measures
  - Wildfire mitigation is addressed through periodic preventive inspections and maintenance, timely response to observations, and minimizing human-caused risks through “Hot Work” (e.g. welding) practices.
  - Active mitigation processes and procedures are described in Attachment 3.
- Review and Approval
  - The NCPA Commission is responsible for reviewing and approving this plan upon:
    - This Plan’s initial publication
    - Need for major revision due to:
      - Changes in the identified wildfire risk area, or
      - Changes in regulatory requirements, or
      - Changes in NCPA owned/operated facilities, or
      - Changes in NCPA policy, plans, practices or procedures, or
By commission recommendation or request
  o Plan approval shall be documented and retained per NCPA Record Retention Policy.
PUBLIC UTILITIES CODE - PUC
DIVISION 4.1. PROVISIONS APPLICABLE TO PRIVATELY OWNED AND PUBLICLY OWNED PUBLIC UTILITIES [8301 - 8387] (Heading of Division 4.1 amended by Stats. 1988, Ch. 1560, Sec. 2.)
CHAPTER 6. Wildfire Mitigation [8385 - 8387] (Chapter 6 added by Stats. 2016, Ch. 598, Sec. 1.)

8387.
(a) Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment.

(b) The governing board of the local publicly owned electric utility or electrical cooperative shall determine, based on historical fire data and local conditions, and in consultation with the fire departments or other entities responsible for control of wildfires within the geographical area where the utility's overhead electrical lines and equipment are located, whether any portion of that geographical area has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment.

(c) If, pursuant to subdivision (b), the governing board determines that there is a significant risk of catastrophic wildfire resulting from the utility's electrical lines and equipment, the local publicly owned electric utility or electrical cooperative shall, at an interval determined by the board, present to the board for its approval those wildfire mitigation measures the utility intends to undertake to minimize the risk of its overhead electrical lines and equipment causing a catastrophic wildfire.

(d) A fire prevention plan prepared by the local publicly owned electric utility or electrical cooperative, submitted to and approved by a federal agency as a license condition pursuant to subsection (e) of Section 4 of the Federal Power Act (16 U.S.C. Sec. 797 (e)) may, at the discretion of the governing board, be deemed to meet the requirements of this chapter for those areas covered by the fire prevention plan.

(Added by Stats. 2016, Ch. 598, Sec. 1. (SB 1028) Effective January 1, 2017.)
Attachment 2: Identification of Wildfire Risk Areas and Affected NCPA Assets (Effective 2018)

The areas immediately surrounding NCPA Geothermal and Hydroelectric facility assets are deemed to be in a High Fire-Threat District per maps released by the California Public Utilities Commission (CPUC). Specifically:

- **Geothermal Project**
  - Plant 1 230kV Transmission Line
  - Plant 2 230kV Transmission Line
  - SEGEP (Effluent System) 21kV Transmission Line

- **Hydro Project**
  - Collierville-Bellota 230kV Transmission Line

The CPUC defines a High Fire-Threat District consisting of three areas:

- Tier 1 High Hazard Zones on the U.S. Forest Service-California Department of Forestry and Fire Protection (CALFIRE) joint map of Tree Mortality High Hazard Zones
- Tier 2 of the CPUC Fire-Threat Map where there is an elevated risk for utility-associated wildfires
- Tier 3 of the CPUC Fire-Threat Map where there is an extreme risk for utility associated wildfires

**Tree Mortality High Hazard Zones (March 2018)**

- Tier 1 is in dark blue

![Tree Mortality High Hazard Zones and NCPA Facilities](image)
CPUC Fire Threat Map (January 2018)

- Tier 3, Extreme Threat is in red
- Tier 2, Elevated Threat is in orange
### Attachment 3: NCPA Measures Related to Wildfire Mitigation

<table>
<thead>
<tr>
<th>Title</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Emergency Response Plans – NCPA Geothermal Projects</td>
<td>Provides site-specific guidance and emergency resources to call for support or to make notification to in the event of fire, unplanned, sudden or non-sudden hazardous materials/waste releases, air emissions exceedances, natural or manmade disasters (earthquakes, floods, bomb threats or suspected terrorist or sabotage events, etc.) or the emergency hazards.</td>
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<tr>
<td>Emergency Response Plans – NCPA Hydroelectric Projects</td>
<td></td>
</tr>
<tr>
<td>PM-108 Operating Instructions and Emergency Assistance</td>
<td>Describes the actions NCPA must take to carry out Operating Instructions from the CAISO, PEAK RC, and/or PGAE and emergency assistance requests by the CAISO.</td>
</tr>
<tr>
<td>PM-201 Emergency Operating Guidelines, Collierville Power House Bellota-Collierville 230kV Lines</td>
<td>Provides specific guidance for the operation of the Bellota-Collierville 230kV lines when a line trips during normal or emergency conditions, including wildfires. This procedure was developed in cooperation with PG&amp;E and WAPA.</td>
</tr>
<tr>
<td>GS-101 Lock Out Tag Out Try Procedure (LOTOT)</td>
<td>Describes the NCPA procedure to ensure that activities performed in NCPA generation and transmission facilities and related equipment are accomplished safely. The primary purpose of the LOTOT Procedure is for the protection of personnel.</td>
</tr>
<tr>
<td>GS-103 Electrical Safety Procedure</td>
<td>Describes the NCPA procedure to prevent injury to employees while they are working on or near exposed electrical conductors or circuit parts that are or can become energized. The objectives of this procedure are to enhance electrical safety awareness and reduce or eliminate electrical hazards to employees, the public, and the environment.</td>
</tr>
<tr>
<td>GS-111 Hot Work Procedure</td>
<td>Describes the NCPA permit system to ensure personnel safety and to control potential fire hazards while employees are performing welding, soldering, grinding or using spark (and/or heat) producing equipment or open flames (“Hot Work”).</td>
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<tr>
<td>GS-115 Welding Safety Procedure</td>
<td>Describes the NCPA procedure to establish safe welding and/or cutting operations at all NCPA generating facilities.</td>
</tr>
<tr>
<td>GS-126 Fire Protection and Prevention Plan</td>
<td>Describes NCPA procedure to define fire prevention standards and establish practices that will minimize fire hazards and reduce the risk of personal injury and property damage from fire.</td>
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<tr>
<td>GS-305 Transmission Vegetation Management Program (TVMP)</td>
<td>Describes inspection, maintenance, documentation and reporting requirements for vegetation located within, or adjacent to NCPA’s power line right-of-way. Vegetation clearance requirements are established by Cal Fire, California Public Utilities Code, or North American Reliability Corporation (NERC) standard FAC-003, whichever is the most stringent.</td>
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