



12745 N. Thornton Road
Lodi, CA 95242

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Agenda

Date: August 5, 2015

Subject: August 10, 2015 Lodi Energy Center Project Participant Committee Meeting

Location: 12745 N. Thornton Road, Lodi, CA or via teleconference

Time: 10:00 A.M.

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

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NCPA 12745 N. Thornton Road Lodi, CA	NCPA 651 Commerce Drive Roseville, CA	CITY OF AZUSA 729 N. Azusa Avenue Azusa, CA
BAY AREA RAPID TRANSIT 300 Lakeside Drive, 16 th Floor Oakland, CA	CITY OF GRIDLEY 685 Kentucky Street Gridley, CA	CITY OF LOMPOC 100 Civic Center Plaza Lompoc, CA
CITY OF BIGGS 465 "C" Street Biggs, CA	PLUMAS-SIERRA RURAL ELECTRIC COOP 73233 Highway 70 Portola, CA	CITY OF UKIAH 411 W Clay Street Ukiah, CA
CALIFORNIA DEPARTMENT OF WATER RESOURCES 2135 Butano Drive, Suite 100 Room 125 Sacramento, CA 95825	CITY OF SANTA CLARA 1500 Warburton Avenue Santa Clara, CA	POWER & WATER RESOURCES POOLING AUTHORITY 2106 Homewood Way, No. 100 Carmichael, CA 95608
CITY OF HEALDSBURG 401 Grove Street Healdsburg, CA		

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 13, 2015 regular meeting minutes

MONTHLY REPORTS

3. Operational Report for July 2015 - (*Jeremy Lawson*)

4. Market Data Report for July 2015 – Verbal Report (*Bob Caracristi*)

5. Monthly Asset Report – (*Michael DeBortoli*)

6. Bidding Strategies Report - Verbal Report and update regarding congestion constraints (*Ken Goeke*)

CONSENT CALENDAR

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

7. Treasurer's Report for July - Accept by all Participants

8. Financial Report for July - Approve by all Participants

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

10. Contra Costa Electric – Staff seeking approval of a First Amendment to the existing five year Multi-Task General Services Agreement with Contra Costa Electric increasing the not to exceed amount from \$80,000 to \$500,000 for electrical maintenance services for use at all NCPA facilities as well as NCPA Member and SCPPA locations.

11. Evoqua Water Technologies LLC – Staff seeking approval of a five year Multi-Task General Services Agreement with Evoqua Water Technologies LLC for not to exceed \$1,400,000 for water treatment services at the combustion turbine facilities as well as NCPA Member and SCPPA locations.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

- 12. Approval of Outage Schedule for Calendar Year 2016** - Staff is seeking approval of the outage schedule for 2016 (*Mike DeBortoli*)

INFORMATIONAL/ DISCUSSION ITEMS

- 13. Bidding Adjustments for the One-Time Bill Credit Resulting from CPUC Decision 15-04-024** - Staff to provide update (*Ken Goeke*)

- 14. New Business**

ADJOURNMENT

Next Regular Meeting: September 14, 2015

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

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

Lodi Energy Center
Project Participant Committee Meeting
July 13, 2015 - MEETING MINUTES
Location: Lodi Energy Center
12745 N. Thornton Rd, Lodi CA 95242
and by teleconference
10:00 A.M.

1. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:03 a.m. by Vice Chairman Martin Caballero. He asked that roll be called of the Project Participants as listed below.

PPC Meeting Attendance Summary		
Participant	Attendance	Particulars / GES
Azusa - Lehr	Present	2.7857%
BART - Lloyd	Absent	6.6000%
Biggs - Sorenson	Absent	0.2679%
CDWR - Werner	Present	33.5000%
Gridley - Borges	Absent	1.9643%
Healdsburg - Crowley	Absent	1.6428%
Lodi - Cadek	Present	9.5000%
Lompoc - Hostler	Present	2.0357%
MID - Caballero	Present	10.7143%
Plumas-Sierra - Brozo	Absent	0.7857%
PWRPA - Palmerton	Absent	2.6679%
SVP - Hance	Present	25.7500%
Ukiah - Grandi	Absent	1.7857%
Summary		
Present	6	84.2857%
Absent	7	15.7143%
Quorum by #:	No	
Quorum by GES:	Yes	
Meeting Date:	7/13/2015	

A quorum was established by project GES share.

Public Forum

Vice Chairman Caballero asked if any members of the public were present in Lodi or at any of the other noticed meeting locations who would like to address the PPC on any agenda items. No members of the public were present.

2. Meeting Minutes

The draft minutes of the regular meeting held on June 8, 2015 were considered. The LEC PPC considered the following motion:

Date: 7/13/2015

Motion: The PPC approves the minutes of the June 8, 2015 regular meeting as presented.

Moved by: SVP

Seconded by: CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	84.2857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.7143%
Result:		Motion passed.

MONTHLY REPORTS

3. Operational Reports for June 2015

Jeremy Lawson presented the Operational Report for June. There were no OSHA recordable accidents and no NERC/WECC violations however one permit deviation was reported during the month when NOx emissions from the gas turbine exceeded the limit allowed by the conditions of the Air District permit. The issue was caused because ammonia injection to the SCR catalyst was reduced dramatically due to a plugged strainer in the system. The Operator swapped over to the standby but the emissions exceeded the permit by 0.2 ppmvdc before the swap occurred. The plant has implemented making inspection rounds twice per day to check

the strainer to avoid this situation. If it happens again, staff hopes to find the source and submit it as a breakdown.

Jeremy noted that the schedule for the planned outage for 2016 has been changed and will be discussed later in the agenda. Martin Caballero inquired about the status of the hot reheat valve since the issue which occurred in May. Mike DeBortoli said it is still stable and the workaround continues.

Jeremy's report reflected monthly production of 142,240 MWH, 570 service hours, and equivalent operating availability of 100%. The report set forth the Capacity Factor @ 280MW Pmax of 70.55% and @ 302MW Pmax of 65.41%. He said the heat rate segment is tracking well and that the plant does what it was designed to do. The plant had 6 hot starts, 1 warm start and 1 cold start.

4. Market Data Report for June 2015

Bob Caracristi discussed the operating and financial settlement results for the month. His report dovetailed with Jeremy's Operational Report that the plant had 100% availability.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report/budget review for May. He noted a large increase in revenue since the plant ran much more but said the VOM does not reflect the increase because the Siemens invoice came in late. The plant running more did not, however, translate into the higher margins experienced in 2014. Mike said the capacity factor number will be updated.

6. Bidding Strategies Report

Ken Goeke discussed the day-ahead market summary and the on peak day-ahead average LMPs for the month. He also recapped the various bidding strategies utilized by staff and the goals for each. He noted that the strategy recently approved in June has not yet been used because the market then changed again to keep the plant in the money. He said overall the normal bidding strategy is being used. He does not expect any cycling for the balance of the week.

Consent Calendar

The consent calendar was considered. Vice Chairman Caballero asked if any Participant wished to remove any item listed on the Consent Calendar for separate discussion. He then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

Date: 7/13/2015

Motion: The PPC approves the Consent Calendar consisting of: agenda items no. 7 Treasurer's Report for June 2015; 8. Financial Reports for June 2015; 9. GHG Reports for July 2015; and 10. Revision to LEC Project Management and Operations Agreement (PMOA) Schedule 6.00, Contact List, reflecting changes for BART, Gridley, and an address change for CDWR.

Moved by:

Lodi

Seconded by:

Lompoc

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	84.2857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.7143%
Result:	Motion passed.	

BUSINESS ACTION ITEMS

11. LEC Project Management and Operations Agreement (PMOA) Schedule 1.00 Proposed new Exhibit 9, Alternative Authorized Bidding Strategies, and corresponding update of PMOA Schedule 0.00

Ken Speer presented this item seeking approval of a new Exhibit 9 to Schedule 1.00 of the PMOA to provide a location where the various alternative bidding strategies would be listed and a corresponding revision to Schedule 0.00 to include the new Exhibit 9. Exhibit 9 would reflect the date on which each alternative bidding strategy was approved, the primary purpose, and the specific action approved by the PPC. The LEC PPC considered the following motion:

Date: 7/13/2015

Motion: The PPC approves the addition of Exhibit 9, Alternative Authorized Bidding Strategies, to LEC Project Management and Operations Agreement (PMOA) Schedule 1.00, Scheduling and Dispatch Operations and Economic Criteria, which reflects the date on which alternative bidding strategies are approved, the primary purpose, and the specific action taken by the PPC; and further approves a corresponding update to Schedule 0.00, Introduction to PMOA Agreement Schedules, to add Exhibit 9 to Schedule 1.00.

Moved by: Lompoc

Seconded by: CDWR

Discussion: There was no further discussion.

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	84.2857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.7143%
Result:	Motion passed.	

12. RFI Communications & Security Systems First Amendment

Ken Speer presented this contract amendment. As noted in the staff report, he said at the time the agreement was executed, it was prepared for use primarily at the NCPA headquarters location. As a result of the physical security assessment commissioned by NCPA for all of its facilities, increasing the compensation authorized by the agreement will enable staff to continue to use the agreement for security solutions and systems integration at all facilities. In response to a question, Ken said the services do not include cyber security for NERC. The LEC PPC considered the following motion:

Date: 7/13/2015

Motion: The PPC approves the First Amendment to the existing five year Multi-Task General Services Agreement with RFI Communications & Security Systems for security solutions and systems integration as needed at all NCPA facilities, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount of this enabling agreement from \$90,000 to \$750,000 over the five year term.

Moved by: Lompoc

Seconded by: Lodi

Discussion: There was no further discussion

Vote Summary on Motion		
Participant	Vote	Particulars / GES
Azusa	Yes	2.7857%
BART	Absent	6.6000%
Biggs	Absent	0.2679%
CDWR	Yes	33.5000%
Gridley	Absent	1.9643%
Healdsburg	Absent	1.6428%
Lodi	Yes	9.5000%
Lompoc	Yes	2.0357%
Modesto	Yes	10.7143%
Plumas-Sierra	Absent	0.7857%
PWRPA	Absent	2.6679%
Silicon Valley Power	Yes	25.7500%
Ukiah	Absent	1.7857%
Vote Summary		
Total Ayes	6	84.2857%
Total Noes	0	0.0000%
Total Abstain	0	0.0000%
Total Absent	7	15.7143%
Result:	Motion passed.	

INFORMATIONAL ITEMS

13. Regulation Energy Revenues and Costs Comparison

Ken Goeke updated the Committee on the issue of regulation down revenues and costs. Previously NCPA approached the CAISO and requested that it study the issue of the lost revenues associated with regulation down energy costs. In 2014 the resulting lost revenue for the project was about \$250,000 and to date in 2015 reduced margins are about \$154,000. The ISO studied the issue as a whole and concluded no pervasive problem exists and that there is no compelling reason to take further action. The study showed that the frequency of instances of the issue is about 5% of the time for LEC and 8% of the time for the fleet as a whole. The

study concluded that this consequence is part of the bid process and although it sometimes causes a reduction in revenue, the plant is still making money. Ken's review also looked at regulation up revenues and costs but noted those numbers are minimal.

14. Outage Schedule for Calendar Year 2016

Mike DeBortoli presented a proposed outage schedule for calendar year 2016. Ideally Mike would have liked to start the outage at the very end of April to utilize the weekend days for cool down but the proposed outage is scheduled to start on May 1 and continue through May 29. He noted that as we get closer to the outage date, it may be possible to request outage days at the end of April which would not affect resource adequacy. He also said that an outage may be needed prior to the May planned outage if a water wash becomes necessary. The Participants will review the proposed schedule and the matter will be brought back for approval at the August PPC meeting.

15. Lodi Energy Center Year in Review

Mike DeBortoli presented a PowerPoint highlighting the projects undertaken and issues which affected LEC during fiscal year 2015 and the plant's overall statistics. He discussed the STG control valve repair, the combustion inspection outage, the rotor air cooler, white powder, the ammonia tank replacement, caustic trial, HRSG repairs, the exhaust flow shield and the HP bypass valve. He reported annual availability of 87.1%; excluding the STG valve and the planned outage the availability was 98.6%. The plant had a 67% capacity factor, 5.28% forced outage rate, which is reduced to 1% with the exclusion of the STG valve issue. Vice Chair Martin Caballero said NCPA staff was really on top of the plant's maintenance and did a good job. Mike DeBortoli said overall he is finding Siemens is pretty good to work with and the Siemens sales group keeps close to what it going on and is a good ally for the project. The plant's first year was better than the average year for the fleet.

16. Other New Business

None

Adjournment

The next regular meeting of the PPC is scheduled for Monday, August 10, 2015. The meeting was adjourned at 11:18 a.m.



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Lodi, CA 95242

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Lodi Energy Center Project Participant Committee Operational Report

Agenda Item No.: 3

Date: 8/10/2015
To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents

Notice of Violations

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

Outage Summaries:

- **Instrument Control Air to Fuel Gas Valve Outage** - 7/19/2015 from 08:00 to 13:51. A pilot isolation solenoid valve failed causing an instrument air leak when the valve was commanded closed. This leak compromised adequate air pressure to the main over speed trip (OST) valve preventing enough fuel to the turbine. Staff repaired the leak and returned the unit to service.

Planned Outage Summaries:

- Revised: 2016, May 1st – May 29th: Hot Gas Path (HGP), Yard Upgrades (Current Transformers), Hot Reheat Valve (HRH), Misc.

Generating Unit Statistics:

LEC

Report**Date:**

Start Date 7/1/2015

End Date 7/31/2015

1. Monthly Production 103,023 MWH
2. Productivity Factor
- a. Service Hours 421 Hours
 - b. Service Factor 56.57 %
 - c. Capacity Factor @ 280MW Pmax 49.45 %
 - d. Capacity Factor @ 302MW Pmax 45.85 %
3. Equivalent Operating Availability (EOA) 99.21 %
4. Forced Outage Rate (FOR)
- a. Combustion Turbine Generator 1.37 %
 - b. Steam Turbine Generator 1.37 %
5. Heat Rate Deviation (HRD)
- a. Fuel Cost (Not Current Market Price) 4.00 \$/mmBTU

MW Range		Average HR	PMOA HR	Deviation	Production	Cost
		BTU/kW-Hr	BTU/kW-Hr	%	MWH	\$
Seg. 1	296 - 302	6,850	6850	0.00%	0	\$0
Seg. 2	284 - 296	6,927	6870	0.83%	19	\$4
Seg. 3	275 - 284	6,946	6971	-0.36%	30,195	-\$3,073
Seg. 4	250 - 275	6,976	7081	-1.48%	42,886	-\$17,952
Seg. 5	225 - 250	7,040	7130	-1.26%	10,158	-\$3,642
Seg. 6	200 - 225	7,134	7315	-2.47%	8,008	-\$5,783
Seg. 7	175 - 225	7,320	7711	-5.07%	7,479	-\$11,694
Seg. 8	165 - 175	7,587	7856	-3.43%	2,636	-\$2,841
					101,381	-\$44,980

6. AGC Control Deviation

MW Range		High Dev	Low Dev	Absolute Dev	Cost
		MWH	MWH	MWH	\$
Seg. 1	296 - 302	0	0	0	\$0
Seg. 2	284 - 296	0	0	0	\$1
Seg. 3	275 - 284	54	-165	219	\$6,071
Seg. 4	250 - 275	119	-369	488	\$13,617
Seg. 5	225 - 250	61	-35	96	\$2,698
Seg. 6	200 - 225	49	-32	81	\$2,313
Seg. 7	175 - 225	43	-28	70	\$2,056
Seg. 8	165 - 175	13	-6	19	\$585
		338	-635	973	\$27,342

7. Starting Reliability

Start Type	Hot Starts	Warm Starts	Cold Starts
Number of Starts	5	3	1
Start Time Benchmark (Minutes)	85	160	235
Start Time Actual (Average Minute)	77.0	233.0	172.0
Start Time Deviation (%)	-9.4%	45.6%	-26.8%
Start Fuel Benchmark PMOA (mmBTU)	1,967	5,200	5,430
Start Fuel Actual (Average mmBTU)	1,397	4,760	3,426
Fuel Deviation	-29.0%	-8.5%	-36.9%
Costs of Fuel Deviations (\$)	-\$2,281	-\$1,761	-\$8,015

Definitions:

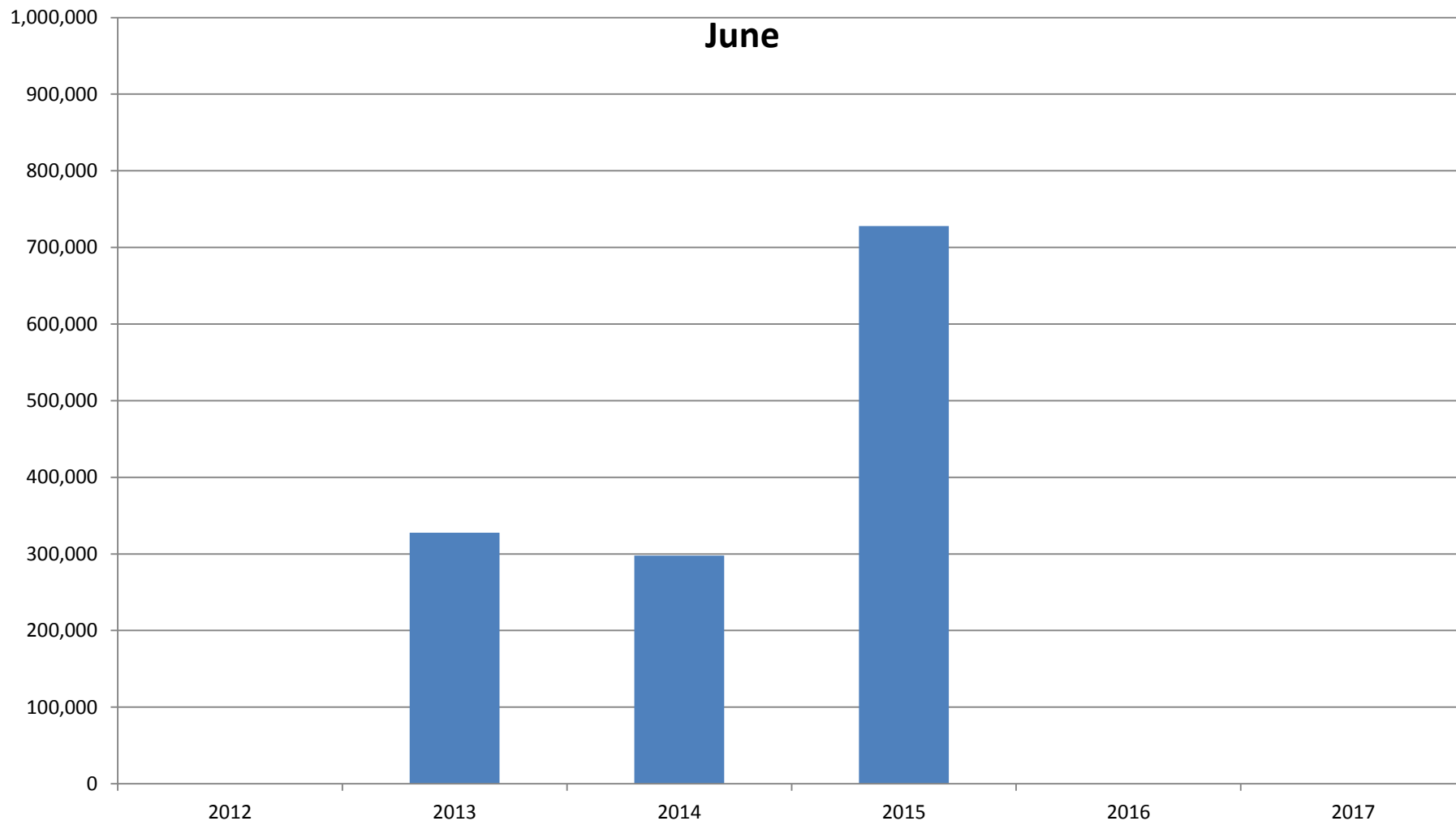
1. Monthly Production = Plant Net MWH's
2. Capacity Factor
 - a. Service Hours = In Production or in Service State
 - b. Service Factor = $SH / PH \times 100\%$
 - c. Capacity Factor = $Production / 302MW \times PH$
 - d. Capacity Factor = $Production / 280MW \times PH$
3. Monthly Equivalent Availability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



June Asset Report

	Most Recent			Above / (below)	Percent Difference	
	Actual	Forecast	Budget	Forecast	Above / (below)	
Revenue	5,280,376	2,752,728	1,723,222	2,527,648	92%	5,280,376
VOM	4,388,649	3,124,898	1,854,762	1,263,751	40%	4,388,649
Fixed	850,398	763,544	838,798	86,854	11%	850,398
Projects	4,642,339	4,510,338	565,937	132,001	3%	4,642,339
A&G	184,226	376,120	180,508	(191,894)	-51%	184,226
Debt	2,210,397	2,203,157	2,203,449	7,240	0.33%	2,210,397
Net Cost	(6,995,633)	(8,225,329)	(3,920,232)	1,229,696	-15%	(6,995,633)
Net Annual Cost		(38,664,968)	(42,398,462)	\$3,733,494		
				Below budget by 8.81%		

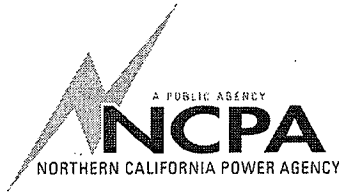
Historical Margins



June does not reflect the full close out of the books. Revisions are expected.

	July	August	September	October	November	December	January	February	March	April	May	June	Year	FY2015 Budget	Percent Used	Comments
VOM	5,013,750	3,005,870	7,220,696	8,698,870	2,285,209	4,085,871	6,323,574	5,221,369	5,304,344	5,161,433	4,032,121	4,388,649	60,741,755	51,345,222	118.3%	
Capacity Factor	57%	33%	89%	87%	26%	51%	94%	81%	89%	90%	44%	71%	67%	53%	127.0%	
Fuel Consumed (mmBTU, estimated)	841,281	498,061	1,261,077	1,383,229	377,086	765,116	1,375,224	1,078,629	1,300,099	1,281,371	653,059	1,017,298	11,831,530	9,123,040	129.7%	
Avg Fuel Cost (\$/mmBTU)	5.23	5.05	4.96	4.82	5.13	4.45	3.54	3.25	3.22	3.15	3.53	3.40	4.02	4.51	89.1%	
Power Produced (MWHr, estimated)	118,475	69,005	178,828	197,725	51,635	106,336	196,020	151,608	184,508	181,247	91,066	142,275	1,668,728	1,207,542	138.2%	
Avg Power Price (\$/MWHr)	51.48	48.21	45.28	46.39	49.51	43.40	35.04	33.10	32.53	34.12	39.58	37.11	40.04	45.15	88.7%	
Operations / Variable / LTSA	33,177	143,351	75,472	1,053,321	85,959	130,448	426,789	906,682	162,018	180,042	1,243,714	177,377	4,618,350	3,651,332	126.5%	
Fuel (estimated)	4,398,896	2,515,899	6,260,014	6,670,402	1,932,834	3,406,639	4,863,748	3,507,973	4,187,387	4,039,586	2,307,801	3,463,833	47,555,012	41,167,130	115.5%	
AB32 GHG Offset (estimated)	532,550	314,769	809,067	890,883	244,760	504,456	950,428	740,441	875,466	863,028	439,296	686,496	7,851,639	6,037,710	130.0%	
CA ISO Charges (estimated)	49,127	31,851	76,143	84,264	21,656	44,328	82,609	66,273	79,473	78,777	41,310	60,942	716,754	489,050	146.6%	
Routine O&M (Fixed)	552,933	791,135	793,683	677,404	878,278	1,488,858	613,030	887,770	664,696	542,852	765,980	1,050,398	9,707,017	10,175,576	95.4%	
Maintenance / Fixed	31,638	191,168	148,448	225,573	224,966	285,636	160,174	132,436	230,808	101,629	206,690	421,322	2,360,488	1,765,358	133.7%	Aug, Nov, May Outage, STG (HP Bypass),
Administration	106,163	96,717	188,734	18,250	7,496	188,236	20,584	272,197	53,222	10,640	15,086	20,098	997,373	1,250,914	79.7%	
Mandatory Costs	27,186	10,162	7,623	1,763	13,784	2,227	3,548	7,138	8,430	34,617	1,086	9,043	126,547	220,000	57.5%	
Inventory Stock	0	91,974	43,909	28,659	5,803	0	11,687	67,541	13,155	4,383	35,972	0	303,083	400,000	75.8%	
Labor	286,415	284,596	288,276	304,166	522,865	121,672	313,673	314,790	263,939	285,622	406,513	500,942	3,893,469	4,299,182	90.6%	
Insurance	0	0	13,885	0	0	792,094	0	0	-7,030	2,400	0	0	801,349	1,000,425	80.1%	
Power Management & Settlements	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	98,993	1,187,916	1,187,916	100.0%	
Other Costs	2,538	17,525	3,815	0	4,371	0	4,371	-5,325	3,179	4,568	1,750	0	36,792	51,781	71.1%	
Projects	150,000	155,088	150,000	150,000	152,168	159,770	150,000	171,011	155,344	168,854	652,925	4,642,339	6,857,499	6,791,260	101.0%	
Maintenance Reserve	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000	1,800,000	100.0%	
Operations & Maintenance Projects	0	0	0	0	0	8,512	0	0	1,176	4,125	3,960	7,204	24,977	332,500	7.5%	
Capital Projects	0	5,088	0	0	2,168	1,258	0	21,011	4,168	14,729	498,965	4,485,135	5,032,522	4,658,760	108.0%	
A&G	104,462	121,410	131,651	132,694	127,777	113,545	260,575	154,636	144,670	150,235	112,256	184,226	1,738,137	2,166,107	80.2%	
Administrative & General (Allocated)	86,419	101,714	108,222	111,235	108,310	93,570	228,298	130,807	123,499	125,124	93,872	163,537	1,474,607	1,728,654	85.3%	
Generation Services Shared	18,043	19,696	23,429	21,459	19,467	19,975	32,277	23,829	21,171	25,111	18,384	20,689	263,530	437,453	60.2%	
Total O&M Cost	5,821,145	4,073,503	8,296,030	9,658,968	3,443,432	5,848,044	7,347,179	6,434,786	6,269,054	6,023,374	5,563,282	10,265,612	79,044,408	70,478,165	112.2%	
Debt Service	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,203,158	2,210,397	26,445,135	26,437,890	100.0%	
Revenues	6,099,407	3,326,855	8,097,556	9,171,969	2,556,565	4,615,131	6,868,600	5,018,056	6,001,657	6,184,195	3,604,209	5,280,376	66,824,575	54,517,593	122.6%	
ISO Energy Sales (estimated)	6,098,942	3,326,733	8,097,456	9,171,969	2,556,565	4,615,068	6,868,600	5,018,056	6,001,657	6,184,195	3,604,209	5,280,318	66,823,767	54,517,593	122.6%	
Other Income	465	122	100	0	0	63	0	0	0	0	0	58	808	0		
Net	(\$1,924,896)	(\$2,949,806)	(\$2,401,632)	(\$2,690,157)	(\$3,090,025)	(\$3,436,071)	(\$2,681,737)	(\$3,619,888)	(\$2,470,555)	(\$2,042,337)	(\$4,162,231)	(\$7,195,633)	(\$38,664,968)	(\$42,398,462)	Below budget by 8.81%	

The July asset report will be a better representation of the ups and downs and annual estimates.



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LEC Treasurer's Report

AGENDA ITEM NO.: 7

Date: August 10, 2015
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended July 31, 2015

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 \$0.

Investments - The carrying value of the LEC's investment portfolio totaled \$27,109,674 at month end. The current market value of the portfolio totaled \$27,115,972.

The overall portfolio had a combined weighted average interest rate of 0.724% with a bond equivalent yield (yield to maturity) of 0.848%. Investments with a maturity greater than one year totaled \$14,454,000. July maturities totaled \$1 million. During the month \$2 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 5 basis points (from 0.01% to 0.06%) and rates on one year T-Bills increased 6 basis point (from 0.27% to 0.33%).

To the best of my knowledge and belief, all securities held by LEC as of July 31, 2015 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,

DONNA STEVENER
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

JULY 31, 2015

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Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
July 31, 2015

	CASH	INVESTMENTS	TOTAL	PERCENT	INVESTMENTS at MARKET
MANDATORY FUNDS					
Debt Service Account	-	4,520,908	4,520,908	15.86%	4,520,908
Debt Service Reserve	-	11,806,509	11,806,509	41.42%	11,810,129
O & M Reserve	-	10,711,247	10,711,247	37.58%	10,713,925
	-	27,038,664	27,038,664	94.86%	27,044,962
ADDITIONAL PROJECT FUNDS					
GHG Cash Account	-	71,009	71,009	0.25%	71,009
Transmission Upgrade Escrow ¹	1,393,266		1,393,266	4.89%	
Participant Deposit Account	-	1	1	0.00%	1
	<u>\$ 1,393,266</u>	<u>\$ 27,109,674</u>	<u>\$ 28,502,940</u>	<u>100.00%</u>	<u>\$ 27,115,972</u>

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, 2015

	RECEIPTS			EXPENDITURES			CASH
	INTEREST		INVESTMENTS	INVESTMENTS		INTER-COMPANY/	INCREASE /
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	(DECREASE)
MANDATORY FUNDS							
Debt Service Account	\$ -	\$ 8	\$ -	\$ -	\$ (2,211,504)	\$ 2,211,496	\$ -
Debt Service Reserve	-	71	-	-	(71)	-	-
O & M Reserve	-	1,237	(1,237)	-	-	-	-
	-	1,316	(1,237)	-	(2,211,575)	2,211,496	-
ADDITIONAL PROJECT FUNDS							
GHG Cash Account	-	50	(50)	-	-	-	-
Transmission Upgrade Escrow ¹	-	-	-	-	-	-	-
Participant Deposit Account	-	-	-	-	-	-	-
TOTAL	\$ -	\$ 1,366	\$ (1,287)	\$ -	\$ (2,211,575)	\$ 2,211,496	\$ -

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, 2015

			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
MANDATORY FUNDS						
Debt Service Account	2,211,504	-	-	-	-	2,211,504
Debt Service Reserve	71	-	(50)	-	-	21
O & M Reserve	-	1,237	(42)	-	-	1,195
	<u>2,211,575</u>	<u>1,237</u>	<u>(92)</u>	<u>-</u>	<u>-</u>	<u>2,212,720</u>
ADDITIONAL PROJECT FUNDS						
GHG Cash Account		50	-	-		50
Participant Deposit Acct.		-	-	-	-	-
TOTAL	<u>\$ 2,211,575</u>	<u>\$ 1,287</u>	<u>\$ (92)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,212,770</u>

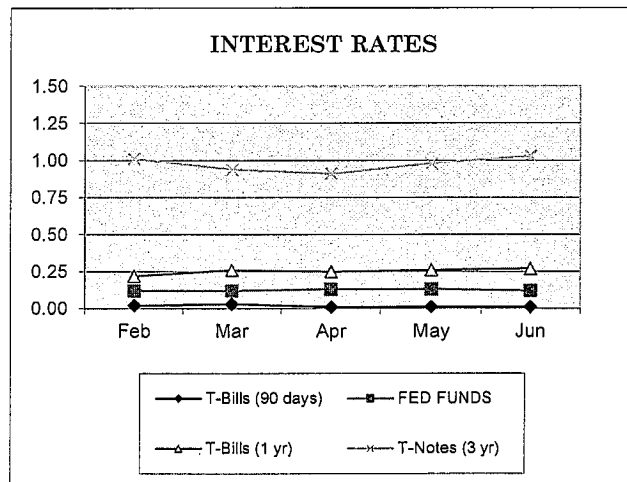
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						92
Net Change in Investment --Before Non-Cash Activity						<u>\$ 2,212,862</u>

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Lodi Energy Center
Interest Rate/Yield Analysis
July 31, 2015

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>0.724%</u></u>	<u><u>0.848%</u></u>
Debt Service Account	0.100%	0.100%
Debt Service Reserve	1.009%	1.046%
O & M Reserve	0.676%	0.948%
GHG Cash Account	0.284%	0.284%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Ovrnight)	0.13%	0.09%
T-Bills (90da.)	0.06%	0.03%
Agency Disc (90da.)	0.12%	0.04%
T-Bills (1yr.)	0.33%	0.12%
Agency Disc (1yr.)	0.35%	0.16%
T-Notes (3yr.)	1.03%	1.00%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
July 31, 2015**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-360 Days	1-5 Years	5-10 Years	Total	Percent
US Government Agencies	\$0	\$0	\$0	\$0	\$0	\$14,454	\$0	\$14,454	53.32%
US Bank Trust Money Market	7,869							7,869	29.03%
Commercial Paper	0							0	0.00%
Investment Trusts (LAIF)	4,784							4,784	17.65%
U.S.Treasury Market Acct. *	0							0	0.00%
U.S.Treasury Bill								0	0.00%
Certificates of Deposit								0	0.00%
Total Dollars	\$12,653	\$0	\$0	\$0	\$0	\$14,454	\$0	\$27,107	100.00%
Total Percents	46.68%	0.00%	0.00%	0.00%	0.00%	53.32%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
07/31/2015

LEC Issue#1 2010A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	1,388,485	0.100	07/01/2013	1,388,485		1	0.100	1,388,485	SYS79003	79003	1,388,485
Fund Total and Average		\$ 1,388,485	0.100		\$ 1,388,485		1	0.100	\$ 1,388,485			\$ 1,388,485

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,528,677	0.100	07/01/2013	1,528,677		1	0.100	1,528,677	SYS79004	79004	1,528,677
Fund Total and Average		\$ 1,528,677	0.100		\$ 1,528,677		1	0.100	\$ 1,528,677			\$ 1,528,677

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	869,179	0.100	07/01/2013	869,179		1	0.100	869,179	SYS79011	79011	869,179
Fund Total and Average		\$ 869,179	0.100		\$ 869,179		1	0.100	\$ 869,179			\$ 869,179

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	734,567	0.100	07/01/2013	734,567		1	0.100	734,567	SYS79012	79012	734,567
Fund Total and Average		\$ 734,567	0.100		\$ 734,567		1	0.100	\$ 734,567			\$ 734,567
GRAND TOTALS:		\$ 4,520,908	0.100		\$ 4,520,908		1	0.100	\$ 4,520,908			\$ 4,520,908

*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 07/31/2015



Northern California Power Agency
Treasurer's Report
07/31/2015

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	608	0.100	07/01/2013	608		1	0.100	608	SYS79005	79005	608
Federal National Mtg	USB	4,170,000	0.875	05/30/2014	4,171,960	08/28/2017	758	0.977	4,178,132	3135GOMZ3	26136	4,171,253
Federal Farm Credit	USBT	4,287,000	1.850	06/08/2015	4,287,000	06/08/2020	1,773	1.850	4,283,742	3133EEU65	26230	4,287,000
Fund Total and Average		\$ 8,457,608	1.369		\$ 8,459,568		1272	1.420	\$ 8,462,482			\$ 8,458,861

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,261,124	0.100	07/01/2013	2,261,124		1	0.100	2,261,124	SYS79006	79006	2,261,124
Fund Total and Average		\$ 2,261,124	0.100		\$ 2,261,124		1	0.100	\$ 2,261,124			\$ 2,261,124

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,086,523	0.100	07/01/2013	1,086,523		1	0.100	1,086,523	SYS79013	79013	1,086,523
Fund Total and Average		\$ 1,086,523	0.100		\$ 1,086,523		1	0.100	\$ 1,086,523			\$ 1,086,523
GRAND TOTALS:		\$ 11,805,255	1.009		\$ 11,807,215		912	1.046	\$ 11,810,129.			\$ 11,806,508

*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 07/31/2015
Investment # 26230 - FFCB - Callable on 6/8/16, then any time.



Northern California Power Agency
Treasurer's Report
07/31/2015

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		4,713,178	0.283	07/01/2013	4,713,178		1	0.283	4,713,178	SYS70047	70047	4,713,178
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Farm Credit	UBOC	2,997,000	1.220	09/23/2014	2,998,499	09/18/2017	779	1.202	2,998,937	3133EDV74	26161	2,998,069
Federal Home Loan Mt	UBOC	3,000,000	0.750	06/30/2015	3,000,000	06/28/2018	1,062	1.738	3,000,810	3134G66X6	26232	3,000,000
Fund Total and Average		\$ 10,710,178	0.676		\$ 10,711,677		516	0.948	\$ 10,713,925			\$ 10,711,247
GRAND TOTALS:		\$ 10,710,178	0.676		\$ 10,711,677		516	0.948	\$ 10,713,925			\$ 10,711,247

*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 07/31/2015

Investment # 26161 - FFCB - Callable 9/18/2015, then anytime.
Investment # 26232 - FHLMC -Callable Quarterly.



Northern California Power Agency
Treasurer's Report
07/31/2015

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		71,009	0.283	07/01/2013	71,009		1	0.283	71,009	SYS70046	70046	71,009
Fund Total and Average		\$ 71,009	0.284		\$ 71,009		1	0.284	\$ 71,009			\$ 71,009
GRAND TOTALS:		\$ 71,009	0.284		\$ 71,009		1	0.284	\$ 71,009			\$ 71,009

*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 07/31/2015



Northern California Power Agency
Treasurer's Report
07/31/2015

LEC Construction Revolving

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

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 07/31/2015



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LEC Financial Reports

AGENDA ITEM NO.: 8

Date: August 10, 2015

Subject: July 31, 2015 Financial Reports (Unaudited)

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

	July 31	
	2015	2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 71,009	\$ 70,825
Accounts receivable		
Others	675	-
Interest receivable	16,586	10,986
Inventory and supplies - at average cost	1,474,440	1,171,357
Prepaid insurance	253,836	-
Due from (to) Agency, net	22,299,584	17,058,985
TOTAL CURRENT ASSETS	24,116,130	18,312,153
RESTRICTED ASSETS		
Cash and cash equivalents	10,369,600	8,342,243
Investments	18,062,330	19,384,999
Interest receivable	10,099	20,064
TOTAL RESTRICTED ASSETS	28,442,029	27,747,306
ELECTRIC PLANT		
Electric plant in service	423,409,539	423,367,778
Less: accumulated depreciation	(38,950,302)	(24,350,929)
	384,459,237	399,016,849
Construction work-in-progress	43,623	-
TOTAL ELECTRIC PLANT	384,502,860	399,016,849
OTHER ASSETS		
Regulatory assets	16,390,715	13,003,930
TOTAL OTHER ASSETS	16,390,715	13,003,930
TOTAL ASSETS	\$ 453,451,734	\$ 458,080,238

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

	July 31	
	2015	2014
LIABILITIES & NET POSITION		
CURRENT LIABILITIES		
Accounts and retentions payable	\$ 2,622,726	\$ 4,503,904
Operating reserves	13,374,923	11,574,923
Current portion of long-term debt	9,480,000	9,025,000
Accrued interest payable	2,824,712	2,898,965
TOTAL CURRENT LIABILITIES	28,302,361	28,002,792
NON-CURRENT LIABILITIES		
Operating reserves and other deposits	5,491,035	981,859
Long-term debt, net	362,374,248	372,742,500
TOTAL NON-CURRENT LIABILITIES	367,865,283	373,724,359
TOTAL LIABILITIES	396,167,644	401,727,151
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	45,770,892	45,630,997
NET POSITION		
Invested in capital assets, net of related debt	(4,925,100)	(2,290,892)
Restricted	(2,367,171)	1,465,208
Unrestricted	18,805,469	11,547,774
TOTAL NET POSITION	11,513,198	10,722,090
TOTAL LIABILITIES AND NET POSITION	\$ 453,451,734	\$ 458,080,238

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

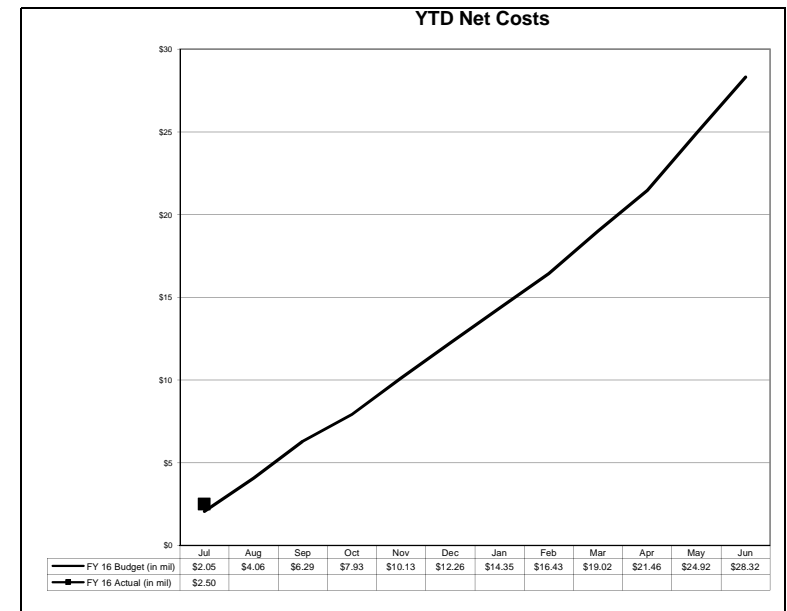
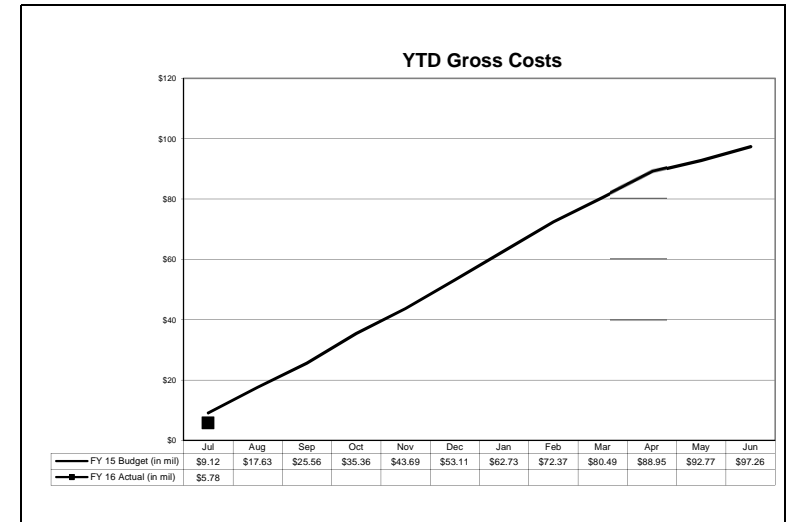
		Month Ended July 31	
		2015	2014
SALES FOR RESALE			
Participants	\$	3,886,514	\$ 3,638,203
Other		3,264,191	5,561,628
TOTAL SALES FOR RESALE		7,150,705	9,199,831
OPERATING EXPENSES			
Operations		2,540,567	4,745,425
Depreciation		1,216,694	1,216,574
Purchased power		284,738	-
Maintenance expenses		396,849	234,299
Administrative and general		584,988	528,609
Transmission		45,918	(234,427)
Intercompany (sales) purchases		-	18,043
TOTAL OPERATING EXPENSES		5,069,754	6,508,523
NET OPERATING REVENUES		2,080,951	2,691,308
OTHER REVENUES (EXPENSES)			
Interest expense		(1,353,079)	(1,372,404)
Interest income		57,877	37,630
Other		360,926	(628,079)
TOTAL OTHER REVENUES (EXPENSES)		(934,276)	(1,962,853)
FUTURE RECOVERABLE AMOUNTS		365,642	385,782
REFUNDS TO PARTICIPANTS		-	65
INCREASE IN NET POSITION		1,512,317	1,114,302
NET POSITION			
Beginning of year		10,000,881	9,607,788
End of period	\$	11,513,198	\$ 10,722,090

**Lodi Energy Center
FY 2016 Operating Costs
As of July 31, 2015**

	Annual Budget	Actual	Remaining	YTD % Remaining	Notes
Routine O&M Costs					
Variable	\$ 4,844,523	\$ 1,784	\$ 4,842,739	100%	
Fixed	1,780,003	36,849	1,743,154	98%	
Administration	1,316,163	87,552	1,228,611	93%	
Mandatory Costs	235,000	26,519	208,481	89%	
Inventory Stock	400,000	-	400,000	100%	
Routine O&M Costs without Labor	8,575,689	152,704	8,422,985	98%	
Labor	4,381,034	360,000	4,021,034	92%	
Total Routine O&M Cost	12,956,723	512,704	12,444,019	96%	
Other Costs					A
Fuel	49,851,536	2,301,231	47,550,305	95%	
CA ISO Charges	657,289	45,918	611,371	93%	
CA ISO Purchased Energy	-	284,738	(284,738)	N/A	
Debt Service	26,440,994	2,203,974	24,237,020	92%	
Insurance	820,000	-	820,000	100%	
Other Costs	56,875	4,000	52,875	93%	
Generation Services Shared	388,592	20,000	368,592	95%	
Administrative & General (Allocated)	1,905,508	160,000	1,745,508	92%	
Power Management Allocated Costs	1,228,543	102,379	1,126,164	92%	
Total O&M Cost	94,306,060	5,634,944	88,671,116	94%	
Projects					
Operations & Maintenance	371,740	-	371,740	100%	
Capital	782,849	-	782,849	100%	
Maintenance Reserve	1,800,000	150,000	1,650,000	92%	
Total Projects	2,954,589	150,000	2,804,589	95%	
Annual Cost	97,260,649	5,784,944	91,475,705	94%	
Less: Third Party Revenue					
Interest Income	44,489	16,160	28,329	64%	
ISO Energy Sales	67,279,734	3,139,526	64,140,208	95%	
Ancillary Services Sales	1,616,222	124,665	1,491,557	92%	
Other Income	-	-	-	N/A	
	68,940,445	3,280,351	65,660,094	95%	
Net Annual Cost to Participants	\$ 28,320,204	\$ 2,504,593	\$ 25,815,611	91%	
Total Variable Costs	45,307,512	2,348,933	42,958,579		
Total Fixed Costs	45,570,833	3,436,011	42,134,822		
	<u>\$ 90,878,345</u>	<u>\$ 5,784,944</u>	<u>\$ 85,093,401</u>		
Net Cumulative Generation (MWh)	1,605,494	103,877			
Total O&M Cost Per MWh	\$ 58.74	\$ 54.25			
Net Annual Cost Per MWh	\$ 17.64	\$ 24.11			

Footnotes:

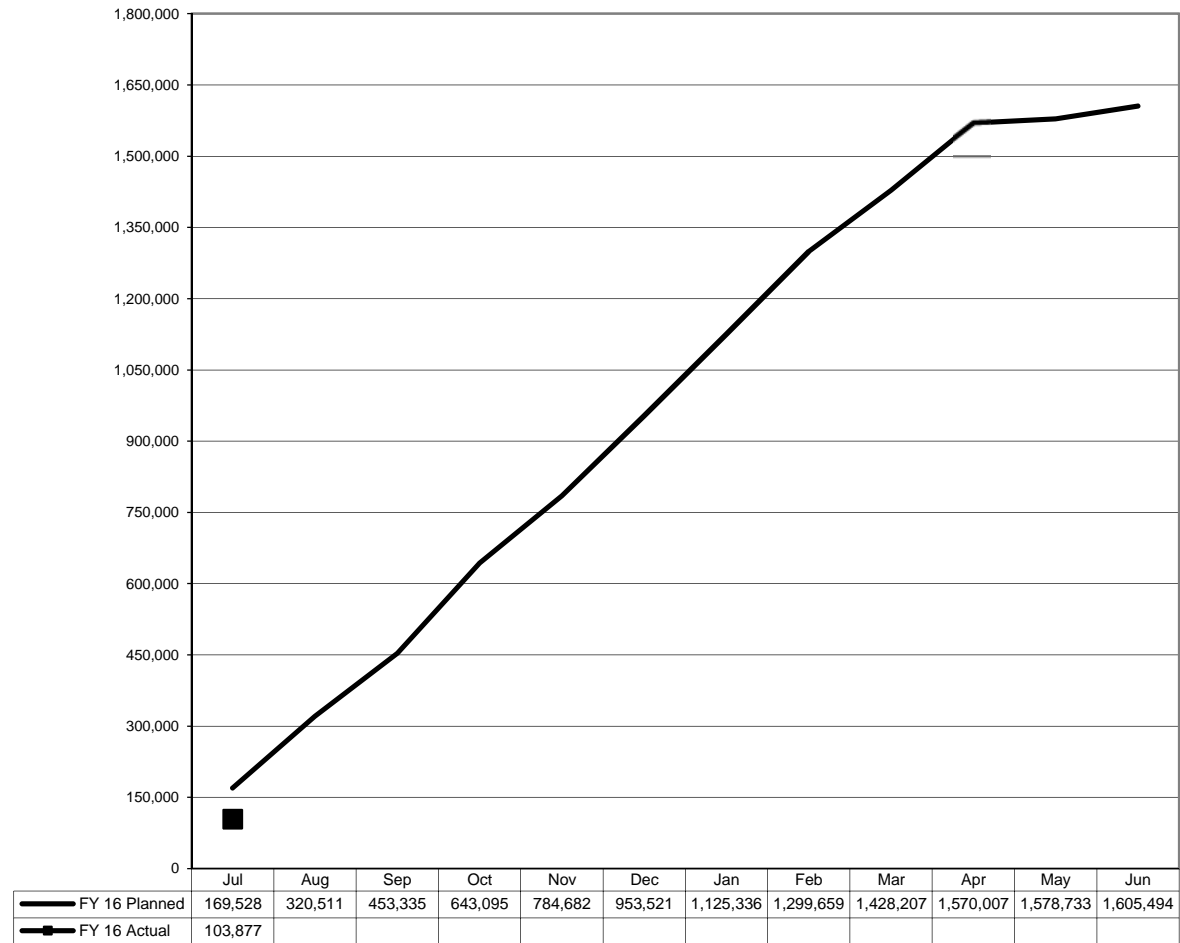
General - July payroll, A&G allocation and generation services allocation are estimated.
A - Non-budgeted costs due to load balancing requirements at CA ISO.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2016

In MWh

Lodi Energy Center



2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report
for the Lodi Energy Center

IDENTIFIER	Actual													Compliance Year 2013
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	0	82,787	101,925	128,167	134,284	32,545	80,153	122,492	94,615	92,091	98,739	105,078	138,068	1,210,944
Gas Schedule (MMBtu)	0	593,484	723,038	894,657	952,529	229,724	579,650	870,331	673,965	650,250	692,396	738,008	965,292	8,563,324
Emissions Factor (MT/MMBtu)	0	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054
Monthly MT Emissions (MT)	0	32,027	39,019	48,280	51,403	12,397	31,281	46,967	36,371	35,091	37,365	39,827	52,092	462,120
Cumulative MT Obligation (MT)	0	32,027	71,046	119,326	170,730	183,127	214,407	261,375	297,745	332,836	370,201	410,028	462,120	462,120
Compliance Instrument Participant Transfers (to LEC)														
Auction Allowances	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	92,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	460,633
NCPA Compliance Instrument Purchases (for LEC)														
Auction Purchases	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	47,000	0	0	0	0	0	0	0	0	0	0	0	0	47,000
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Monthly Activity (MT)	139,695	5,350	0	13,644	105,000	50,632	30,628	1,600	102,200	12,594	0	0	46,290	507,633
Cumulative MT Account Balance [MTA] (MT)	139,695	145,045	145,045	158,689	263,689	314,321	344,949	346,549	448,749	461,343	461,343	461,343	507,633	507,633
MTA Shortfall (MT)	(139,695)	(113,018)	(73,999)	(39,363)	(92,959)	(131,194)	(130,542)	(85,174)	(151,004)	(128,507)	(91,142)	(51,315)	(45,513)	(45,513)

2013 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2014 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center												
	Actual												Compliance Year 2014
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Energy (MWh)	136,604	156,089	120,489	55,378	71,210	51,037	118,473	69,006	178,831	197,715	51,636	106,338	1,312,806
Gas Schedule (MMBtu)	951,700	1,092,730	858,805	391,272	512,068	371,695	836,762	496,327	1,251,547	1,371,546	372,826	759,691	9,266,969
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	
Monthly MT Emissions (MT)	51,358	58,969	46,345	21,115	27,634	20,059	45,156	26,784	67,540	74,015	20,120	40,997	500,092
Cumulative MT Obligation (MT)	513,478	572,447	618,793	639,908	667,542	687,600	732,756	759,540	827,080	901,095	782,299	823,296	823,296
Compliance Instrument Participant Transfers (to LEC)													
Auction Allowances	102,347	50,000	48,066	25,000	1,290	138,448	0		13,586	50,520	100,350	350	529,957
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Compliance Instrument Participant Transfers (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
NCPA Compliance Instrument Purchases (for LEC)													
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	138,916	0	138,916
Total Monthly Activity (MT)	102,347	50,000	48,066	25,000	1,290	138,448	0	0	13,586	50,520	100,350	350	529,957
Cumulative MT Account Balance [MTA] (MT)	609,980	659,980	708,046	733,046	734,336	872,784	872,784	872,784	886,370	936,890	898,324	898,674	898,674
MTA Shortfall (MT)	(96,502)	(87,533)	(89,253)	(93,138)	(66,794)	(185,184)	(140,028)	(113,244)	(59,290)	(35,795)	(116,025)	(75,378)	(75,378)

2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center	2015 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for the Lodi Energy Center															
	Actual						Estimated						Compliance Year 2015 Total	Cumulative Totals	Charge Code	Source
IDENTIFIER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER				
Energy (MWh)	196,019	151,600	184,507	181,244	91,067	142,275	187,981	187,981	180,179	186,185	184,433	186,185	2,059,656	4,583,407		Forecast/Meter
Gas Schedule (MMBtu)	1,368,474	1,073,330	1,299,294	1,269,481	646,027	1,009,450	1,315,864	1,315,864	1,261,254	1,303,296	1,291,034	1,303,296	14,456,664	32,286,957		Forecast/Meter
Emissions Factor (MT/MMBtu)	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054	0.054				MARS
Monthly MT Emissions (MT)	73,850	57,922	70,116	68,508	34,863	54,475	71,011	71,011	68,064	70,332	69,671	70,332	780,154	1,742,366		derived
Cumulative MT Obligation (MT)	897,145	955,068	1,025,184	1,093,692	1,128,555	1,183,029	1,254,040	1,325,051	1,393,114	1,463,447	1,533,117	1,603,450	1,603,450	2,888,865		derived
Compliance Instrument Participant Transfers (to LEC)																
Auction Allowances	41,342	250	250,100	15,000	86,000	113,542	0	0	0	0	0	0	506,234	1,496,824		CITSS
Secondary Market Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Allowances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offsets	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total Compliance Instrument Participant Transfers (MT)	41,342	250	250,100	15,000	86,000	113,542	0	0	0	0	0	0	506,234	1,496,824		
NCPA Compliance Instrument Purchases (for LEC)																
Auction Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		CITSS
Secondary Market Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Reserve Sale Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Offset Purchases	0	0	0	0	0	0	0	0	0	0	0	0	0	0		CITSS
Total NCPA Compliance Instrument Purchases (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000		
Compliance Instruments Surrendered to CARB (MT)	0	0	0	0	0	0	0	0	0	0	0	0	0	138,916		CITSS
													0			
Total Monthly Activity (MT)	41,342	250	250,100	15,000	86,000	113,542	0	0	0	0	0	0	506,234	1,543,824		derived
Cumulative MT Account Balance [MTA] (MT)	940,016	940,266	1,190,366	1,205,366	1,291,366	1,404,908	1,404,908	1,404,908	1,404,908	1,404,908	1,404,908	1,404,908	1,404,908	1,404,908		derived
MTA Shortfall (MT)	(42,871)	14,802	(165,182)	(111,674)	(162,811)	(221,879)	(150,868)	(79,857)	(11,794)	58,539	128,209	198,542	198,542	1,483,957	MTA SHORTFALL	derived

Forecast for July 2015 - Dec 2015 has been updated.

NCPA All Resources Bill LEC GHG Obligation Detail Report (Cumulative) August 2015																
IDENTIFIER	AZUSA	BART	BIGGS	CDWR	GRI	HEA	LOD	LOM	MID	PLU	PWRPA	SNCL	UKI	TOTAL	Charge Code	Source
Allocation Percentages																
Generation Entitlement Share %	2.7857%	6.6000%	0.2679%	33.5000%	1.9643%	1.6428%	9.5000%	2.0357%	10.7143%	0.7857%	2.6679%	25.7500%	1.7857%	100%		MARS
Obligation Accounts																
Current MT Compliance Obligation (MTO) Balance (MT)	36,912	87,453	3,550	443,892	26,028	21,768	125,880	26,974	141,970	10,411	35,351	341,201	23,661	1,325,051		derived
Current MT Compliance Instrument Account (MTA) Balance (MT)	39,130	87,454	4,209	509,463	29,850	24,552	132,346	37,372	143,116	10,979	39,081	384,229	24,755	1,466,536		derived
MTA Shortfall (MT)	(2,218)	(0)	(659)	(65,571)	(3,822)	(2,784)	(6,466)	(10,398)	(1,146)	(568)	(3,730)	(43,029)	(1,094)	(141,486)	MTA SHORTFALL	Derived
Monthly GHG Price \$/MT	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	12.65	MTA SHORTFALL	ICE Index
GHG Minimum Cash Compliance Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MTA SHORTFALL	Derived
Current Month CCA Balance (\$)*	60,991	0	143	0	1,103	4,780	755	0	0	0	0	0	2,652	70,424	CCA BALANCE	Accounting
Net GHG Obligation (\$)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NET GHG OBLIG	Derived

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Date: August 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Contra Costa Electric – First Amendment to Five Year Multi-Task General Services Agreement; **Applicable to the following NCPA projects: All NCPA locations**

Proposal

Approve a First Amendment to the five year Multi-Task General Services Agreement with Contra Costa Electric increasing the not to exceed amount from \$80,000 to \$500,000 for electrical maintenance services as needed at all NCPA locations.

Background

Various electrical maintenance services are required at the NCPA locations from time to time. Contra Costa Electric is a provider of these services. NCPA entered into a Five Year Multi-Task General Services Agreement with Contra Costa Electric effective December 4, 2014 for an amount not-to-exceed \$80,000. This amendment would increase the contract not-to-exceed amount from \$80,000 to \$500,000. Having worked with Contra Costa Electric over the past few months, this vendor can provide a variety of services from basic electrical work to high voltage services, electrical distribution systems, power line maintenance and switchgear maintenance. This agreement will be for use at any facility owned and/or operated by the Agency and also by the Agency's 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 work is required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. This is the first enabling agreement for this type of service. NCPA will seek bids from as many qualified contractors 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 work is required.

Fiscal Impact

The total cost of the agreement will be not-to-exceed \$500,000 over the five year term. Allocation of funds will be based on the Commission approved annual budgets. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

Environmental Analysis

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

Recommendation

NCPA staff recommends that the PPC pass a motion approving the First Amendment to the existing five Year Multi-Task General Services Agreement with Contra Costa Electric, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (2)

- First Amendment to Multi-Task General Services Agreement with Contra Costa Electric
- Multi-Task Agreement with Contra Costa Electric



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND CONTRA COSTA ELECTRIC, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Contra Costa Electric, a corporation, ("Contractor") (collectively referred to as "the Parties") as of _____, 2015.

WHEREAS, the Parties entered into a five year Multi-Task General Services Agreement dated effective December 4, 2014, (the "Agreement") for Contractor to provide electrical maintenance services as requested by Agency at any of its facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$80,000 to a NOT TO EXCEED amount of \$500,000; and

WHEREAS, the Agency now desires to amend the Agreement to add a new section 6.5 entitled "Maintenance Labor Agreement Lodi Energy Center Project" and attach as Exhibit D the "Agreement To Be Bound" which pertains to work performed at the Lodi Energy Center facility only; and

WHEREAS, the Agency now desires to amend Section 10. PROJECT SITE, to expand the locations at which Contractor may perform Work under this Agreement to include not only any facilities owned and/or operated by the Agency, but also by the Agency's members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

WHEREAS, the Agency now desires to amend the SCOPE OF WORK set forth in Exhibit A to the Agreement; and

WHEREAS, the Parties now desire to amend the COMPENSATION SCHEDULE AND HOURLY FEES set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000) 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.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 6.5-Maintenance Labor Agreement Lodi Energy Center Project is added to the Agreement as follows:

6.5 Maintenance Labor Agreement Lodi Energy Center Project. If requested by the Agency, Contractor shall execute Exhibit D "AGREEMENT TO BE BOUND" certifying and agreeing that it shall be bound by the Maintenance Labor Agreement for the Lodi Energy Center Project.

3. Section 10-PROJECT SITE of the Agreement is amended and restated to read as follows:

Section 10. PROJECT SITE.

10.1 Project Site Locations. The Project site at which Contractor may perform Work under this Agreement shall include any facilities owned and/or operated by the Agency, by the Agency's members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

10.2 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 Agency's operations and the operations of 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.

10.3 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. Agency will not 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. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no 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.

10.4 Use of Agency Equipment. Contractor shall assume the risk and is solely responsible for its use of any equipment and property owned and/or provided by Agency, its members, SCPPA, or its members for the performance of Work.

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
6. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

CONTRA COSTA ELECTRIC, INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

JOEY RAMIREZ, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

As requested by Agency, Contractor shall provide labor, equipment and materials as needed to perform maintenance services at any of the NCPA facilities. Contractor shall assist Agency employees with established preventive maintenance services, including wiring maintenance services, conduit maintenance services and other general labor services related to electrical equipment.

Services to include but shall not be limited to:

- Electrical Maintenance
- Instrumentation
- High Voltage

EXHIBIT B

Compensation for all work, 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:

See attached Rate Sheet which is valid at the Lodi Energy Center Facility and all NCPA facility locations.

Rates for work to be performed at NCPA Member/SCPPA locations will be proposed at the time work is needed.

Subsistence cost will be based on the distance to the various Project Site location; cost to be proposed at the time work is needed.

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.

Northern California Power Agency - Lodi Energy

IBEW Local 595 - WEST / Alameda County

Rates Effective June 1st, 2015 Through May 31st, 2016

Normal - Work Week Day		St	Ot	Dt
Craft Classification	Abbr.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman	EGF	\$ 132.87	\$ 175.69	\$ 218.52
Elec Cable Splicer	ECS	\$ 123.34	\$ 161.86	\$ 200.40
Elec Certified Welder	EJWC	\$ 123.34	\$ 161.86	\$ 200.40
Elec Foreman	EF	\$ 123.34	\$ 161.86	\$ 200.40
Elec Journeyman	EJ	\$ 113.76	\$ 148.04	\$ 182.29
Elec Apprentice - 85%	EA85	\$ 100.05	\$ 129.15	\$ 158.27
Elec Apprentice - 80%	EA80	\$ 95.44	\$ 122.85	\$ 150.28
Elec Apprentice - 75%	EA75	\$ 90.87	\$ 116.59	\$ 142.27
Elec Apprentice - 70%	EA70	\$ 86.28	\$ 110.27	\$ 134.24
Elec Apprentice - 65%	EA65	\$ 81.72	\$ 103.98	\$ 126.26
Elec Apprentice - 60%	EA60	\$ 77.14	\$ 97.69	\$ 118.25
Elec Apprentice - 55%	EA55	\$ 72.57	\$ 91.42	\$ 110.23
Elec Apprentice - 50%	EA50	\$ 67.99	\$ 85.12	\$ 102.24
Elec Apprentice - 45%	EA45	\$ 63.44	\$ 78.83	\$ 94.24
Elec Apprentice - 40%	EA40	\$ 52.77	\$ 66.49	\$ 80.18

Swing Shift Rates		St	Ot	Dt
Craft Classifications	Abbr.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman - Swing	EGFs	\$ 151.93	\$ 202.18	\$ 220.36
Elec Cable Splicer - Swing	ECSs	\$ 140.73	\$ 185.95	\$ 202.06
Elec Certified Welder - Swing	EJWCs	\$ 140.73	\$ 185.95	\$ 202.06
Elec Foreman - Swing	EFs	\$ 140.73	\$ 185.95	\$ 202.06
Elec Journeyman - Swing	EJs	\$ 129.49	\$ 169.70	\$ 183.76
Elec Apprentice - 85% - Swing	EA85s	\$ 113.62	\$ 147.76	\$ 159.55
Elec Apprentice - 80% - Swing	EA80s	\$ 108.32	\$ 140.51	\$ 151.47
Elec Apprentice - 75% - Swing	EA75s	\$ 103.03	\$ 133.19	\$ 143.40
Elec Apprentice - 70% - Swing	EA70s	\$ 97.76	\$ 125.90	\$ 135.31
Elec Apprentice - 65% - Swing	EA65s	\$ 92.45	\$ 118.60	\$ 127.25
Elec Apprentice - 60% - Swing	EA60s	\$ 87.16	\$ 111.29	\$ 119.16
Elec Apprentice - 55% - Swing	EA55s	\$ 81.89	\$ 103.97	\$ 111.08
Elec Apprentice - 50% - Swing	EA50s	\$ 76.60	\$ 96.71	\$ 103.01
Elec Apprentice - 45% - Swing	EA45s	\$ 71.31	\$ 89.39	\$ 94.94
Elec Apprentice - 40% - Swing	EA40s	\$ 59.59	\$ 75.65	\$ 80.81

Grave Shift Rates		St	Ot	Dt
Craft Classifications	Abbr.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman - Grave	EGFg	\$ 168.22	\$ 224.51	\$ 221.87
Elec Cable Splicer - Grave	ECSg	\$ 155.71	\$ 206.35	\$ 203.44
Elec Certified Welder - Grave	EJWCg	\$ 155.71	\$ 206.35	\$ 203.44
Elec Foreman - Grave	EFg	\$ 155.71	\$ 206.35	\$ 203.44
Elec Journeyman - Grave	EJg	\$ 143.13	\$ 188.14	\$ 185.02
Elec Apprentice - 85% - Grave	EA85g	\$ 116.29	\$ 150.43	\$ 159.66
Elec Apprentice - 80% - Grave	EA80g	\$ 110.93	\$ 143.12	\$ 151.59
Elec Apprentice - 75% - Grave	EA75g	\$ 105.58	\$ 135.74	\$ 143.51
Elec Apprentice - 70% - Grave	EA70g	\$ 100.26	\$ 128.40	\$ 135.43
Elec Apprentice - 65% - Grave	EA65g	\$ 94.89	\$ 121.04	\$ 127.36
Elec Apprentice - 60% - Grave	EA60g	\$ 89.54	\$ 113.67	\$ 119.26
Elec Apprentice - 55% - Grave	EA55g	\$ 84.21	\$ 106.29	\$ 111.18
Elec Apprentice - 50% - Grave	EA50g	\$ 78.87	\$ 98.98	\$ 103.11
Elec Apprentice - 45% - Grave	EA45g	\$ 73.52	\$ 91.60	\$ 95.04
Elec Apprentice - 40% - Grave	EA40g	\$ 61.28	\$ 77.34	\$ 80.88

* \$50 Subsistence per day for supervision

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Northern California Power Agency - Lodi Energy
IBEW Local 302 Class II Benefit Rates- Contra Costa County
Rates Effective June 1st, 2015 Through February 28th, 2016
Electricians

Day Shift Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec Sr. General Foreman	SEGF	\$ 123.60	\$ 169.35	\$ 215.10
Elec General Foreman	EGF	\$ 119.73	\$ 163.77	\$ 207.80
Elec Jym Cable Splicer	ECS	\$ 110.09	\$ 149.80	\$ 189.51
Elec Foreman	EF	\$ 110.09	\$ 149.80	\$ 189.51
Elec Jym Welder	EJW	\$ 110.09	\$ 149.80	\$ 189.51
Elec Journeyman	EJ	\$ 100.46	\$ 135.84	\$ 171.22
Elec Apprentice - 90%	EA90	\$ 92.93	\$ 126.01	\$ 159.06
Elec Apprentice - 80%	EA80	\$ 84.74	\$ 114.11	\$ 143.51
Elec Apprentice - 75%	EA75	\$ 80.65	\$ 108.19	\$ 135.74
Elec Apprentice - 70%	EA70	\$ 76.54	\$ 102.26	\$ 127.97
Elec Apprentice - 65%	EA65	\$ 72.43	\$ 96.32	\$ 120.19
Elec Apprentice - 60%	EA60	\$ 68.34	\$ 90.37	\$ 112.41
Elec Apprentice - 55%	EA55	\$ 64.23	\$ 84.43	\$ 104.64
Elec Apprentice - 50%	EA50	\$ 60.13	\$ 78.52	\$ 96.88
Elec Apprentice - 45%	EA45	\$ 53.74	\$ 70.26	\$ 86.78
Elec Apprentice - 40%	EA40	\$ 49.60	\$ 64.31	\$ 79.00
Sch B Elec Apprentice - 90%	NEA90	\$ 82.11	\$ 110.30	\$ 138.52
Sch B Elec Apprentice - 80%	NEA80	\$ 75.12	\$ 100.19	\$ 125.25
Sch B Elec Apprentice - 70%	NEA70	\$ 68.11	\$ 90.07	\$ 111.99
Sch B Elec Apprentice - 60%	NEA60	\$ 61.13	\$ 79.94	\$ 98.73
Sch B Elec Apprentice - 50%	NEA50	\$ 54.11	\$ 69.79	\$ 85.47
Sch B Elec Apprentice - 40%	NEA40	\$ 37.26	\$ 49.80	\$ 62.34

Swing Shift Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec Sr. General Foreman	SEGFs	\$ 141.26	\$ 194.93	\$ 216.94
Elec General Foreman	EGFs	\$ 136.75	\$ 188.40	\$ 209.58
Elec Jym Cable Splicer	ECSs	\$ 125.41	\$ 172.01	\$ 191.10
Elec Foreman	EFs	\$ 125.41	\$ 172.01	\$ 191.10
Elec Jym Welder	EJWs	\$ 125.41	\$ 172.01	\$ 191.10
Elec Journeyman	EJs	\$ 114.10	\$ 155.61	\$ 172.64
Elec Apprentice - 90%	EA90s	\$ 105.73	\$ 144.49	\$ 160.40
Elec Apprentice - 80%	EA80s	\$ 96.07	\$ 130.57	\$ 144.71
Elec Apprentice - 75%	EA75s	\$ 91.28	\$ 123.60	\$ 136.84
Elec Apprentice - 70%	EA70s	\$ 86.47	\$ 116.63	\$ 129.00
Elec Apprentice - 65%	EA65s	\$ 81.66	\$ 109.67	\$ 121.15
Elec Apprentice - 60%	EA60s	\$ 76.84	\$ 102.71	\$ 113.28
Elec Apprentice - 55%	EA55s	\$ 72.05	\$ 95.76	\$ 105.47
Elec Apprentice - 50%	EA50s	\$ 67.24	\$ 88.79	\$ 97.62
Elec Apprentice - 45%	EA45s	\$ 60.09	\$ 79.51	\$ 87.45
Elec Apprentice - 40%	EA40s	\$ 55.30	\$ 72.52	\$ 79.60
Sch B Elec Apprentice - 90%	NEA90s	\$ 92.99	\$ 126.09	\$ 139.65
Sch B Elec Apprentice - 80%	NEA80s	\$ 84.83	\$ 114.23	\$ 126.27
Sch B Elec Apprentice - 70%	NEA70s	\$ 76.59	\$ 102.32	\$ 112.88
Sch B Elec Apprentice - 60%	NEA60s	\$ 68.38	\$ 90.44	\$ 99.48
Sch B Elec Apprentice - 50%	NEA50s	\$ 60.17	\$ 78.56	\$ 86.11
Sch B Elec Apprentice - 40%	NEA40s	\$ 42.09	\$ 56.81	\$ 62.84

Grave Shift Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec Sr. General Foreman	SEGFg	\$ 155.68	\$ 215.82	\$ 218.46
Elec General Foreman	EGFg	\$ 150.61	\$ 208.45	\$ 211.02
Elec Jym Cable Splicer	ECSg	\$ 137.92	\$ 190.09	\$ 192.41
Elec Foreman	EFg	\$ 137.92	\$ 190.09	\$ 192.41
Elec Jym Welder	EJWg	\$ 137.92	\$ 190.09	\$ 192.41
Elec Journeyman	EJg	\$ 125.26	\$ 171.78	\$ 173.81
Elec Apprentice - 90%	EA90g	\$ 116.11	\$ 159.56	\$ 161.49
Elec Apprentice - 80%	EA80g	\$ 105.33	\$ 143.96	\$ 145.68
Elec Apprentice - 75%	EA75g	\$ 99.96	\$ 136.16	\$ 137.75
Elec Apprentice - 70%	EA70g	\$ 94.56	\$ 128.34	\$ 129.84
Elec Apprentice - 65%	EA65g	\$ 89.19	\$ 120.57	\$ 121.94
Elec Apprentice - 60%	EA60g	\$ 83.79	\$ 112.75	\$ 114.03
Elec Apprentice - 55%	EA55g	\$ 78.39	\$ 104.94	\$ 106.13
Elec Apprentice - 50%	EA50g	\$ 73.00	\$ 97.15	\$ 98.21
Elec Apprentice - 45%	EA45g	\$ 65.32	\$ 87.05	\$ 87.99
Elec Apprentice - 40%	EA40g	\$ 49.99	\$ 67.24	\$ 80.09

Sch B Elec Apprentice - 90%	NEA90g	\$	101.89	\$	138.96	\$	140.59
Sch B Elec Apprentice - 80%	NEA80g	\$	92.70	\$	125.66	\$	127.09
Sch B Elec Apprentice - 70%	NEA70g	\$	83.48	\$	112.32	\$	113.59
Sch B Elec Apprentice - 60%	NEA60g	\$	74.30	\$	99.02	\$	100.10
Sch B Elec Apprentice - 50%	NEA50g	\$	65.10	\$	85.70	\$	86.62
Sch B Elec Apprentice - 40%	NEA40g	\$	46.04	\$	62.52	\$	63.26

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE
STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED
TO ALL VARIABLES WITHIN THE RATE COMPUTATION

* \$50 Subsistence per day for supervision

In San Joaquin
County.

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**CONTRA COSTA ELECTRIC
OWNED EQUIPMENT & TOOL
RENTAL RATES
EFFECTIVE: 06/01/2015 TO: 05/31/2016**

Rolling Stock Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Pickup Truck	\$ 13.23	\$ 99.00	\$ 330.00	\$ 1,320.00
Service Truck/Van	\$ 14.33	\$ 105.00	\$ 386.00	\$ 1,598.00
Bucket Truck @ (25 Ft)	\$ 44.10	\$ 291.00	\$ 1,251.00	\$ 4,141.00
Bucket Truck @ (50 Ft)	\$ 62.84	\$ 415.00	\$ 1,668.00	\$ 5,955.00
Bucket Truck @ (60 Ft)	\$ 65.05	\$ 436.00	\$ 1,818.00	\$ 6,254.00
Bucket Truck @ (65 Ft)	\$ 73.87	\$ 473.00	\$ 2,062.00	\$ 7,093.00
42 Passenger Bus	\$ 19.85	\$ 165.00	\$ 495.00	\$ 2,010.00
17 Passenger Bus	\$ 16.54	\$ 127.00	\$ 442.00	\$ 1,494.00
12 Passenger Bus	\$ 14.33	\$ 105.00	\$ 498.00	\$ 1,384.00
Line Truck	\$ 63.95	\$ 422.00	\$ 1,671.00	\$ 5,965.00
Boom Truck @ (7 Ton)	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Boom Truck @ (18 Ton)	\$ 60.64	\$ 424.00	\$ 1,696.00	\$ 6,173.00
Golf Cart	\$ 9.27	\$ 75.00	\$ 250.00	\$ 625.00
Highway Digger	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Pole Dolly	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Reel Truck @ (1 ton)	\$ 30.87	\$ 233.00	\$ 932.00	\$ 3,495.00
5th Wheel - Reel Trailer	\$ 15.45	\$ 131.00	\$ 523.00	\$ 1,961.00
Single Drum U/G Cable Puller (6,000 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Single Drum O/H Cable Puller (6,000 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Four Drum Distrubtion Puller (1,500 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Wash Trailer	\$ 75.19	\$ 544.00	\$ 2,176.00	\$ 8,160.00
Winch Truck @ (5 ton)	\$ 44.10	\$ 326.00	\$ 1,304.00	\$ 4,890.00
Tractor Truck	\$ 44.10	\$ 350.00	\$ 1,400.00	\$ 5,250.00
5th Wheel Trailer	\$ 6.18	\$ 38.00	\$ 151.00	\$ 569.00
Highway Van	\$ 2.06	\$ 20.00	\$ 78.00	\$ 292.00
Connex	\$ 2.06	\$ 8.00	\$ 33.00	\$ 99.00
Stakebed Truck @ (1 ton)	\$ 16.54	\$ 140.00	\$ 559.00	\$ 2,096.00
Office Trailer @ (30 ft)	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Office Trailer @ (50 ft)	\$ 6.18	\$ 38.00	\$ 151.00	\$ 814.00
Instrument Calibration Trailer @ 32 ft)	\$ 38.11	\$ 229.00	\$ 916.00	\$ 3,435.00
Instrument Calibration Trailer @ 20 ft)	\$ 32.96	\$ 196.00	\$ 784.00	\$ 2,940.00
Bending/Threading Trailer @ (1/2" thru 2")	\$ 13.39	\$ 76.00	\$ 304.00	\$ 1,231.00
Hydraulic Bending Trailer @ (5" - 6")	\$ 14.42	\$ 88.00	\$ 350.00	\$ 1,313.00
Hand Trencher	\$ 14.33	\$ 82.00	\$ 328.00	\$ 1,230.00
Ride On Trencher	\$ 50.72	\$ 349.00	\$ 1,396.00	\$ 5,235.00
Bobcat Trencher (small)	\$ 37.49	\$ 240.00	\$ 946.00	\$ 2,914.00
Bobcat Trencher (large)	\$ 48.51	\$ 306.00	\$ 1,239.00	\$ 4,374.00
Welding Machine - Electric @ (200 amp)	\$ 8.24	\$ 57.00	\$ 175.00	\$ 656.00
Welding Machine - Gas @ (200 amp)	\$ 19.85	\$ 140.00	\$ 559.00	\$ 2,096.00
50 amp Plasma Cutter w/Compressor	\$ 12.13	\$ 87.00	\$ 349.00	\$ 1,309.00
Welding Truck w/ 200 amp Welder	\$ 26.46	\$ 204.00	\$ 814.00	\$ 3,053.00
Air Compressor - Gas @ (160 cfm)	\$ 20.95	\$ 152.00	\$ 605.00	\$ 2,269.00
Forklift	\$ 36.38	\$ 200.00	\$ 400.00	\$ 900.00

Northern California Power Agency - Lodi Energy
Plumbers & Steamfitters - Local 342 - Class II Benefit Schedule
Rates Effective July 1st, 2015 Through June 30th, 2016

Day Shift Rates			St	Ot	Dt
Craft Classification	Abrv.		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGF		\$ 147.44	\$ 195.79	\$ 244.10
Steamfitter Gen Foreman	SFGF		\$ 140.07	\$ 184.92	\$ 229.74
Steamfitter Foreman	SFF		\$ 136.16	\$ 177.53	\$ 218.89
Steamfitter Alloy Welder	SFW		\$ 134.67	\$ 175.36	\$ 216.02
Steamfitter Journeyman	SFJ		\$ 128.77	\$ 166.64	\$ 204.54
Steamfitter Apprentice 10th	SFA85		\$ 117.73	\$ 150.37	\$ 183.02
Steamfitter Apprentice 9th	SFA80		\$ 114.04	\$ 144.96	\$ 175.85
Steamfitter Apprentice 8th	SFA75		\$ 110.37	\$ 139.53	\$ 168.69
Steamfitter Apprentice 7th	SFA70		\$ 106.67	\$ 134.08	\$ 161.52
Steamfitter Apprentice 6th	SFA65		\$ 102.99	\$ 128.68	\$ 154.36
Steamfitter Apprentice 5th	SFA60		\$ 99.29	\$ 123.23	\$ 147.18
Steamfitter Apprentice 4th	SFA55		\$ 95.60	\$ 117.79	\$ 139.99
Steamfitter Apprentice 3rd	SFA50		\$ 91.92	\$ 112.39	\$ 132.82
Steamfitter Apprentice 2nd	SFA45		\$ 67.74	\$ 84.01	\$ 100.31
Steamfitter Apprentice 1st	SFA40		\$ 64.03	\$ 78.56	\$ 93.10

Swing & Grave Shift Rates			St	Ot	Dt
Craft Classifications	Abrv.		Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGFsg		\$ 161.82	\$ 216.95	\$ 272.08
Steamfitter Gen Foreman	SFGFsg		\$ 153.32	\$ 204.45	\$ 255.58
Steamfitter Foreman	SFFsg		\$ 148.31	\$ 195.43	\$ 242.56
Steamfitter Alloy Welder	SFWsg		\$ 146.61	\$ 192.93	\$ 239.23
Steamfitter Journeyman	SFJsg		\$ 139.82	\$ 182.93	\$ 226.04
Steamfitter Apprentice 10th	SFA85sg		\$ 127.12	\$ 164.22	\$ 201.30
Steamfitter Apprentice 9th	SFA80sg		\$ 122.88	\$ 157.98	\$ 193.08
Steamfitter Apprentice 8th	SFA75sg		\$ 118.66	\$ 151.75	\$ 184.86
Steamfitter Apprentice 7th	SFA70sg		\$ 114.39	\$ 145.49	\$ 176.56
Steamfitter Apprentice 6th	SFA65sg		\$ 110.17	\$ 139.25	\$ 168.33
Steamfitter Apprentice 5th	SFA60sg		\$ 105.92	\$ 133.00	\$ 160.07
Steamfitter Apprentice 4th	SFA55sg		\$ 101.68	\$ 126.75	\$ 151.81
Steamfitter Apprentice 3rd	SFA50sg		\$ 97.45	\$ 120.52	\$ 143.57
Steamfitter Apprentice 2nd	SFA45sg		\$ 72.80	\$ 91.50	\$ 110.18
Steamfitter Apprentice 1st	SFA40sg		\$ 68.55	\$ 85.24	\$ 101.91

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE
STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED
TO ALL VARIABLES WITHIN THE RATE COMPUTATION

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Northern California Power Agency - Lodi Energy
Local 47 & 1245 - Western Line Construction
Rates Effective June 1st, 2015 Through December 31st, 2015

Day Shift Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Line Superintendent	LSGF	\$ 126.79	N/A	\$ 209.41
Line General Foreman	LGF	\$ 121.37	N/A	\$ 199.12
Line Cable Splicer Foreman	LFCS	\$ 112.76	N/A	\$ 183.37
Line Foreman	LF	\$ 112.76	N/A	\$ 183.37
Lineman Welder	LW	\$ 108.54	N/A	\$ 175.52
Line Jym Cable Splicer - Technician	LCS	\$ 104.27	N/A	\$ 167.73
Line Journeyman	LJ	\$ 104.27	N/A	\$ 167.73
Line Powderman	LPDM	\$ 94.90	N/A	\$ 150.66
Line Equipment Man	LES	\$ 87.30	N/A	\$ 136.33
Line Groundman-Truck Driver	LGMN	\$ 72.29	N/A	\$ 107.86
Underground Foreman (Civil Work PG&E)	ULFrm	\$ 93.68	N/A	\$ 148.43
Line Substation Technician Foreman	LSTF	\$ 112.76	N/A	\$ 183.37
Line Substation Technician	LST	\$ 104.27	N/A	\$ 167.73
Line Substation Technician Trainee 1st/Yr	LSTT1	\$ 68.55	N/A	\$ 103.37
Line Substation Technician Trainee 2nd/Yr	LSTT2	\$ 81.98	N/A	\$ 127.53
Line Substation Technician Trainee 3rd/Yr	LSTT3	\$ 95.37	N/A	\$ 151.67
Line Fabricator Tech	LFT	\$ 79.44	N/A	\$ 125.63
Line Fabricator Tech Trainee	LFTT	\$ 74.95	N/A	\$ 117.10
Line Apprentice - 90%	LApr90	\$ 95.42	N/A	\$ 151.72
Line Apprentice - 85%	LApr85	\$ 91.38	N/A	\$ 144.11
Line Apprentice - 80%	LApr80	\$ 87.39	N/A	\$ 136.54
Line Apprentice - 75%	LApr75	\$ 83.44	N/A	\$ 128.99
Line Apprentice - 70%	LApr70	\$ 79.44	N/A	\$ 121.38
Line Apprentice - 65%	LApr65	\$ 75.40	N/A	\$ 113.79
Line Apprentice - 60%	LApr60	\$ 71.42	N/A	\$ 106.24

**NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE
STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED
TO ALL VARIABLES WITHIN THE RATE COMPUTATION**

*Per Diem \$50 Day

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Exhibit D

ATTACHMENT A AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT 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") 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 Sections 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 conditions 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 document, 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)

2252-012a



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CONTRA COSTA ELECTRIC**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and CONTRA COSTA ELECTRIC, a corporation with its office located at 825 Howe Rd, Martinez, Ca, 94553 ("Contractor") (together sometimes referred to as the "Parties") as of December 4, 2014 ("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 **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.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000)** 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;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Required

4.4 All Policies Requirements.

- 4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.4.2 Notice of Reduction in or Cancellation of Coverage.** 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.
- 4.4.3 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 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 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.

- 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.

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 **Work Requiring Payment of Prevailing Wages.** If applicable, 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 these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may

condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

longer period required by law, from the date of final payment to the Contractor to 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 the Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

9.4.3.1 Disclosure to employees, agents, Contractors, 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.** Conclusion of Agreement. Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, Contractors, 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 Agency's operations and the operations of 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. Agency will not 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. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation

and Agency shall have no 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 Agency owned equipment and property provided by Agency 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 Agency site programs.

- 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 to include diesel fuel used for trucks owned or leased by the Contractor.

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:

Contra Costa Electric
Stan Warner

825 Howe Rd,
Martinez, CA, 94553

Any written notice to Agency shall be sent to:

James H. Pope
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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

negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

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


NORTHERN CALIFORNIA POWER AGENCY

Contra Costa Electric

Date 12/4/14

Date _____


JAMES H. POPE, General Manager


Stan Warner, Estimator

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NORTHERN CALIFORNIA POWER AGENCY

Contra Costa Electric

Date _____

Date 12-1-2014

See counterpart

Stan Warner

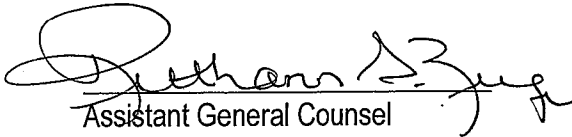
JAMES H. POPE, General Manager

Stan Warner, Estimator

Attest:



Assistant Secretary of the Commission
Approved as to Form:



Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Contractor shall provide labor, equipment and materials as needed to perform maintenance services at NCPA Facilities. Contractor shall assist Agency employees with established preventive maintenance services, including wiring maintenance services, conduit maintenance services and other general labor services related to electrical equipment.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed \$80,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

(See attached Rate Sheet)

CONTRA COSTA ELECTRIC T&M RATES:Rates Effective June 1st, 2014 Through May 31st, 2015

Day Shift Rates			St	Or	D
Craft Classification	Abbrv.		Hrly Rate	Hrly Rate	Hrly Rate
Line Superintendent	LSGF		\$ 126.58	N/A	\$ 210.65
Line General Foreman	LGF		\$ 121.20	N/A	\$ 200.32
Line Cable Splicer Foreman	LFCS		\$ 112.60	N/A	\$ 184.38
Line Foreman	LF		\$ 112.60	N/A	\$ 184.38
Lineman Welder	LW		\$ 108.33	N/A	\$ 176.47
Line Jym Cable Splicer- Technician	LCS		\$ 104.09	N/A	\$ 168.63
Line Journeyman	LJ		\$ 104.09	N/A	\$ 168.63
Line Powderman	LPDM		\$ 94.70	N/A	\$ 151.40
Line Equipment Man	LES		\$ 87.11	N/A	\$ 136.92
Line Groundman-Truck Driver	LGMN		\$ 72.14	N/A	\$ 108.25
Line Substation Technician Foreman	LSTF		\$ 112.60	N/A	\$ 184.38
Line Substation Technician	LST		\$ 104.09	N/A	\$ 168.63
Line Substation Technician Trainee 1st/Yr	LSTT1		\$ 68.34	N/A	\$ 103.68
Line Substation Technician Trainee 2nd/Yr	LSTT2		\$ 81.74	N/A	\$ 128.03
Line Substation Technician Trainee 3rd/Yr	LSTT3		\$ 95.16	N/A	\$ 152.40
Line Fabricator Tech	LFT		\$ 79.18	N/A	\$ 126.10
Line Fabricator Tech Trainee	LFTT		\$ 74.64	N/A	\$ 117.47
Line Apprentice- 90%	LApr90		\$ 95.20	N/A	\$ 152.44
Line Apprentice - 85%	LApr85		\$ 91.23	N/A	\$ 144.80
Line Apprentice - 80%	LApr80		\$ 87.23	N/A	\$ 137.13
Line Apprentice - 75%	LApr75		\$ 83.23	N/A	\$ 129.52
Line Apprentice - 70%	LApr70		\$ 79.27	N/A	\$ 121.89
Line Apprentice - 65%	LApr65		\$ 75.26	N/A	\$ 114.25
Line Apprentice - 60%	LApr60		\$ 71.27	N/A	\$ 106.61

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 11

Date: August 6, 2015
To: Lodi Energy Center Project Participant Committee
Subject: Evoqua Water Technologies, LLC Multi-Task General Services Agreement;
Applicable to the following NCPA projects: All NCPA locations

Proposal

Approve a Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for an amount not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000) over five years, to be used for water services at all NCPA facilities.

Background

Water services are required at NCPA locations for the operation of the plants. NCPA currently has an existing agreement in place with Evoqua for services at the CT2/LEC locations which will expire in the very near future because the funds are nearly fully expended. NCPA staff is very satisfied with Evoqua's service. Staff desires to enter into this five year enabling agreement for use at any facility owned and/or operated by the Agency and also for use by the Agency's members, by the Southern California Public Power Authority (SCPPA), or by SCPPA members.

Selection Process

This five year agreement does not commit NCPA to any expenditure of funds. The water system services provided at the NCPA CT locations can only be provided by one vendor at a time. The services were recently competitively bid out to four vendors: GE Power, Evoqua Water Technologies, Puretec and Water & Power Technologies. Evoqua was the lowest responsive bidder.

Fiscal Impact

The total cost of the agreement will be not-to-exceed \$1,400,000 over the five year term 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.

Recommendation

Staff recommends that the PPC pass a motion approving the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC, with any non-substantial changes

recommended and approved by the NCPA General Counsel, which shall not exceed \$1,400,000 over five years.

Prepared by:

KEN SPEER
Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Evoqua Water Technologies, LLC



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EVOQUA WATER TECHNOLOGIES LLC**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Evoqua Water Technologies LLC, a Delaware limited liability company, with an office located at 181 Thorn Hill Road, Warrendale, PA 15086 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2015 ("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 upon the later of five (5) years from the (i) Effective Date or (ii) the date this Agreement was signed by Agency.
- 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 and reasonable discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, promptly upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **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 or 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.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FOUR HUNDRED THOUSAND** dollars (\$1,400,000.00) 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;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

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

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

2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement; provided, however, Agency shall pay all sales and use taxes levied by any properly constituted governmental authority upon the Work as invoiced by Contractor.

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 Agency's 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 tools 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 \$750,000; provided, however, that Contractor's self-insured retention or deductible may exceed this amount if Contractor provides to Agency at least ninety (90) days' written notice of the amount of the self-insured retention or deductible amount prior to the effective date of such amount. 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 \$500,000; provided, however, that Contractor's self-insured retention or deductible may exceed this amount if Contractor provides to Agency at least ninety (90) days' written notice of the amount of the self-insured retention or deductible amount prior to the effective date of such amount. 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 left blank.

4.4 **All Policies Requirements.**

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

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

4.6 **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 Agency) and hold Agency harmless from any claim, cause of action or liability incurred by Agency as a result of third party claims for (i) bodily injury, (ii) death or (iii) damage to tangible property, to the extent any of the foregoing are caused by Contractor's negligence. For the avoidance of doubt, claims of an employee of Agency are deemed third party claims. Contractor shall have the sole authority to direct the defense of and settle any such indemnified claim. Contractor's indemnification is conditioned on Agency providing (i) Contractor, within a commercially reasonable time following its receipt, with notice of any claim brought to the attention of Agency that Agency knows or reasonably should know is an indemnifiable claim under this Section 5.2 and (ii) reasonable cooperation in the defense of any claim.

For the avoidance of doubt, this Section 5.2 (Indemnification) shall not affect direct claims or actions by Agency against Contractor, including but not limited to claims for damage to Agency property or property at a Project site..

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.

- 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 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 reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency, which such approval shall not be unreasonably withheld or delayed. Contractor shall not subcontract any portion of the Work, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency (such approval not to be unreasonably withheld). 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.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement, excluding any conflicts of law rules that may require application of the laws of any other state or country.
- 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 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 of Contractor (or its employees, agents and subcontractors, as the case may be) to practice their respective professions.
- 7.4 **Work Requiring Payment of Prevailing Wages.** If applicable, 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 fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Work.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor. In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).
- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3 Retain a different contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to

deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

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 the Agreement. Notwithstanding anything to the contrary, Contractor shall not be required to divulge information of a proprietary nature.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential or proprietary information, whether written, recorded, electronic, oral or otherwise, where such Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential or proprietary. Confidential Information shall not include information that: (a) was already known to the Receiving Party (as such term is defined in Section 9.4.2) 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 9.4.1.

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

Section 10. PROJECT SITE.

10.1 Project Site Locations. The Project site at which Contractor may perform Work under this Agreement shall include any facilities owned and/or operated by the Agency, by the Agency's members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA members.

10.2 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 Agency's operations and the operations of other contractors at the Project site and take reasonable precautions 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 in broom-clean condition and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.3 **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. Excluding any willful vandalism or damage caused by Agency or its contractors, Agency will not 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. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Excluding any willful vandalism or damage caused by Agency or its contractors, 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 sufficient for performance of the Work.
- 10.4 **Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment and property owned and/or provided by Agency, its members, SCAPA, or its members for the performance of Work.

Section 11. WARRANTY.

- 11.1 **Nature of Work.** Contractor warrants to Agency that the Work shall be carried out in a timely and workmanlike manner, and that Contractor shall perform all Work in accordance with Prudent Industry Practices. Agency's warranty from Contractor is ninety (90) days from the date the Work is provided. The term "Prudent Industry Practices," as used in this Agreement, means those methods, techniques, standards and practices which, at the time they are employed and in light of the circumstances known or believed to exist at the time, are deemed as reasonably prudent in the industrial water treatment industry as practiced in the United States with respect to the services which are the subject of this Agreement.
- 11.2 **Deficiencies in Work.** In the event of Contractor's failure to perform any Work in accordance with the standards required by Section 11.1 of this Agreement, then upon the earlier of (i) Contractor's discovery of such failure or (ii) Agency's written notice to Contractor of such failure, Contractor shall be obligated, at its expense and as Agency's sole remedy, to either repair or replace the Work at Contractor's sole option, as long as

any repaired or replacement Work meets the design specifications of the original Work. If Contractor determines that any warranty claim is not, in fact, covered by this warranty, Agency shall pay Contractor its then customary charges for any additionally required work. Contractor's warranty is conditioned on Agency's (a) operating and maintaining any equipment associated with the Work in accordance with Contractor's written instructions, (b) not making any unauthorized repairs or alterations in Contractor's equipment which affect the Work and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by Agency's negligent operation of any equipment associated with the Work, chemical action or abrasive material or misuse which has damaged the equipment associated with the Work (unless caused by Contractor), or improper installation (unless installed by Contractor).

- 11.3 **Exclusive Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES, AND CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE OR WARRANTIES ARISING BY CUSTOM OR TRADE USAGE.

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 Agency site programs.

- 12.1 Contractor is responsible for performing 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. Contractor and its subcontractors shall be required to comply with the written safety and health obligations as established in the Agreement. Non-compliance with such 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 determine the need for, and 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 to include diesel fuel used for trucks owned or leased by the Contractor.

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 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:

Evoqua Water Technologies LLC
Attention: Branch Manager
1440 Venture Lane
Turlock, CA 95380

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 **Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 **Integration; Incorporation.** This Agreement, including Exhibits A through C attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. Exhibits A through C 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 refer any remaining disputes to non-binding 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. For clarity, each Party shall be responsible for costs and expenses of its personal attorneys, witnesses and specialists.
- 13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted 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, the Agreement 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.

Section 14 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, AND EVEN IF ANY REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE OR OTHER INDIRECT DAMAGES, EXCEPT THAT CONTRACTOR MAY BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE. CONTRACTOR'S TOTAL LIABILITY ARISING AT ANY TIME IN CONNECTION WITH THIS AGREEMENT SHALL IN ANY EVENT BE LIMITED TO THE TOTAL COMPENSATION PROVIDED IN SECTION 2, OR THE AMOUNT AND TYPES OF INSURANCE REQUIRED UNDER SECTION 4 OF THIS AGREEMENT, WHICHEVER IS GREATER. THE LIMITATIONS PROVIDED IN THIS SECTION APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

EVOQUA WATER TECHNOLOGIES LLC

Date _____

Date _____

RANDY S. HOWARD, General Manager

JEFF TRAVIS, Business Unit Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Assistant General Counsel

2386170.11

EXHIBIT A

SCOPE OF WORK

Evoqua Water Technologies LLC ("Contractor") shall provide condensate polisher resin regeneration, DI mixed bed vessel rental & regeneration, RO & UF membrane cleaning, and other water treatment support services as requested by the Northern California Power Agency ("Agency").

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

1. Service Calls - Provide Normal (within 7 to 10 days) and Emergency Service (within 48 hours) calls at the billable rates established in Exhibit "B".
2. Lodi Energy Center, 12745 N. Thornton Road, Lodi, CA 95242
 - a. Provide condensate polisher resin regeneration services per the specification below. The resin is to be regenerated in the hydrogen cycle.

i. Condensate polisher feed water characteristics:

Parameter	Feed water	Unit
Sodium	< 3	ug/L
Chloride	< 3	ug/L
Sulfate	< 3	ug/L
Phosphate	< 3	ug/L
Silica	< 10	ug/L
Specific Conductivity	< 30	uS/cm
Ammonia (as NH3)	< 5	mg/L
Total Organic Carbon	< 300	ug/L
Temperature Range, normal	70-120	°F
Temperature - peak during bypass	160 for 30-60 min	°F
Total Iron	< 0.2	mg/L

ii. Treated Water Specification:

Parameter	Feed water	Unit
Sodium	< 1	ug/L
Chloride	< 1	ug/L
Sulfate	< 1	ug/L
Phosphate	< 1	ug/L
Silica	< 5	ug/L
Specific Conductivity	< 0.1	uS/cm
Temperature Range, normal	90	°F
Temperature - peak during bypass	160 for 30-60 min	°F

- b. Provide a 60 cf resin transport vessel as part of the services.

3. Lodi CT2 (STIG), 12745 N. Thornton Road, Lodi, CA 95242
 - a. Provide Rental of 8 - 60 cf DI vessels (four in service and four in standby) per the following specification: > 10 Meg Ohm/cm resistivity & < 20 ppb Silica.
4. Lodi CT1, 2131 W. Turner Road, Lodi, CA 95240
 - a. Provide Rental of DI Mixed Bed Bottles, Quantity of 12, 3.6 cf each per the following specification: > 10 Meg Ohm/cm resistivity & < 20 ppb Silica.
 - b. Provide Exchange of DI Mixed Bed Bottles. Include labor for service technician to perform Exchange (including transportation).
5. Alameda CT, 2900 Main Street, Alameda, CA 94501
 - a. Provide Rental of DI Mixed Bed Bottles, Quantity of 16, 3.6 cf each per the following specification: > 10 Meg Ohm/cm resistivity & < 20 ppb Silica.
 - b. Provide Exchange of DI Mixed Bed Bottles. Include labor for service technician to perform Exchange (including transportation).
6. Additional Support Services:
 - a. Off Site Cleaning of RO membranes
 - b. Off Site Cleaning of UF membranes
 - c. Labor to remove and install UF / RO (include transportation)
 - d. Mobil demineralizer trailers
 - e. Temporary Mobil RO pretreatment trailers and equipment (activated carbon, softening, multimedia filtration, UF/MF, nanofiltration)
 - f. Temporary Mobil RO trailers (200 to 600 gpm, single pass and double pass)
 - g. Aftermarket consumables – cartridge filters, RO/UF/MF membranes, etc.,
 - h. Former USFilter/Siemens legacy company equipment parts and refurbishing support – LA Water, Permutit, IWT, Arrowhead, Polymetrics, Continental, etc.,
 - i. ZLD/Recycle/Reuse water usage and discharge reduction technologies
 - j. Waste water treatment technologies
 - k. Incoming source water TSS removal technologies
 - l. Capital water treatment equipment to include all technologies listed above.

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 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

ITEM #1:

- Standard service labor \$ 95 hour
- Emergency Service, Weekends, Holidays, or evenings after 5PM, billed at 4 hour min...\$125 / hour

ITEM #2:

- Regeneration of Condensate Polisher (per cf of resin): \$ 30.00*
 - Rental Fee of Transport Vessel: \$ 100.00 / month
 - Freight – Inbound: / Outbound: \$ 0 – included in regen fee
- *Customer resin requires sampling analysis by Evoqua for approval into facility to verify contaminants on the resin, condition of resins, separability, and degree of cross-contamination of cation and anion; resin volume responsibility of Customer

ITEM #3:

- Rental fee of 4 x 60 cf DI vessel: \$1,150 per month
 - Regeneration of each 60 cf vessel: \$ 990 each, delivered
- OPTIONS:
- Increase to 8 x 60 cf vessel, allowing for 4 standby: add \$1,150 / month
 - Decrease size to 4 x 42 cf DI Vessel (RECOMMENDED) \$ 480 per month
 - Regeneration of each 42 cf vessel: \$ 680 each, delivered

ITEM #4: Alameda Peaker

- Rental fee of 16 x 3.6 cf vessels \$300 per month
- Exchange Fee per 3.6 cf vessel \$ 62 each
- Exchange Service fee, flat rate delivered to site: \$ 55 per event

ITEM #5: Lodi Peaker

- Rental fee of 16 x 3.6 cf vessels \$300 per month
- Exchange Fee per 3.6 cf vessel \$ 62 each
- Exchange Service fee, flat rate delivered to site: \$ 55 per event

ADDITIONAL SUPPORT SERVICES:

- Labor: See ITEM #1
- Off-site Cleaning of RO membranes (includes support labor to remove and install NCPA spare membrane set) \$90 per element (36 membranes typical for one RO). We'll haul to cleaning skid on our trucks at no charge, and return boxed and bagged for storage for next cycle of use.
- Off-site Cleaning of UF membranes (includes support labor to remove and install NCPA spare membrane set) \$90 per element (72 membranes typical for one UF). We'll haul to cleaning skid on our trucks at no charge and return boxed and bagged for storage for next cycle of use.
- UV Bulbs, should be replaced every 8,000 hours. 60" 254nm Aquafine 3098 w/ 24 bulbs total.....\$68.57 each
- UV Quartz sleeves should be replaced every 24,000 hours. 60" Aquafine 3198 w/24 sleeves.....\$72.85 each
- Cartridge Filters, 21 round and 30" long by 4 housing = 84 per change.....5 micron Poly spun cartridges with gasket, part # FCROF3005..... \$ 4.98 per element, cases of 12.
- Miscellaneous Parts, If requested, non standard items: Cost plus 15%.

Rates for work to be performed at NCPA Member/SCPPA locations will be proposed at the time work is needed.

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.

**NORTHERN CALIFORNIA POWER AGENCY
CALENDAR YEAR 2016
PLANNED MAINTENANCE OUTAGE SCHEDULE**

Facility	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Collierville Unit 1										15-28		
Collierville Unit 2										15-16	7-18	
Spicer Unit 1									6-9, 12-23			
Spicer Unit 2									6-9, 26-30	1-7		
Spicer Unit 3								29-31	1-2, 6-9			
CT1 Alameda Project	1-12											
CT1 Lodi Project		1-29	1-31	1-30								
CT2 STIG Project					16-29							
Lodi Energy Center					1-29							
Geothermal Plant 1 Unit 1			1-5									
Geothermal Plant 1 Unit 2			1-5									
Geothermal Plant 2 Unit 4			28-30	1-30								